

PROXIMO COMPLETE VEHICLE HIRE PLUS POLICY DOCUMENT



h&r insurance

CALL 24/7 ON **03333 609 506** FOR ASSISTANCE

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forward thinking



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CONTRACT OF INSURANCE

Introduction

Thank **you** for purchasing Vehicle Assist Insurance from Legal Protection Group Limited.

This is **your** Vehicle Assist Insurance policy document and it provides evidence of the contract between **you** and the **insurer**.

This document forms part of **your** policy, together with any attaching **schedule**, endorsement(s) and/or statement of fact. These documents will give **you** full details of **your** cover and the obligations between **you** and **us** and the **insurer**.

Please carefully read all documents and contact the insurance intermediary who sold **you** this insurance if **you** have any queries or if any information is missing, incorrect or needs to be changed. It is important that **you** inform the insurance intermediary who sold **you** this insurance of any inaccuracies or changes as soon as possible as failure to do so could adversely affect the terms of this insurance, including invalidating this policy or claims being rejected or not fully paid.

If **you** purchase this policy on an annual basis, provided that **you** pay **your** premium, **your** cover under this policy starts on the policy start date as shown on **your schedule** and runs for a period of twelve months. The annual premium **you** pay is confirmed at the time **you** purchase this policy or in the renewal notice that **we** send to **you** prior to the renewal of this policy.

If **you** purchase this policy on a monthly basis, this policy cover starts on the policy start date as shown on **your schedule** and lasts for a period of one month. Provided **you** continue to pay **your** monthly premiums as and when they become due, cover under this policy will continue for further consecutive monthly periods.

Your monthly premiums along with the due dates for payment are set out in **your schedule**. Cover under this policy ends if **you** stop paying **your** monthly premium and this policy will be cancelled by **us** in accordance with General Condition 6 of this policy.

Please keep all documents in a safe place in the event **you** need to refer to its terms and conditions or make a claim.

Our obligation to you

In return for **you** paying or agreeing to pay the premium, the **insurer** will pay up to the **maximum policy limit** for all **insured incidents** detailed in this policy wording, subject to its terms, exclusions, conditions and any endorsements, provided that:

- (i) the **insured incident** happens in the **territorial limit**;
- (ii) the **insured incident** happens during the **period of insurance** of this Vehicle Assist Insurance policy; and
- (iii) the **insured incident** is reported to **us** within 5 days of the date of the **road traffic accident**.

Legal Protection Group Limited Registered Office

8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudge Way, Bristol BS35 3QH

Registered in England and Wales. Legal Protection Group Limited company number 10096688.

Legal Protection Group Limited (firm reference number 749446) is an appointed representative of Riviera Insurance Services Limited (firm reference number 786116). Riviera Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.

This Vehicle Assist insurance is underwritten by Financial & Legal Insurance Company Ltd (the **insurer**).

Further information concerning the **insurer** can be found in the General information section of this policy.

What to do if you need to make a claim

In the event of an **insured incident** which may give rise to a claim, **you** should contact **our** claims department as soon as possible and in any event, within 5 days of the **insured incident**. Failure to do so could mean that **we** decline to pay a claim for **your** vehicle hire costs.

To make a claim under **Your** policy, please call **us** 24/7 on:

03333 609 506

Please have ready **your** policy number and the name of the insurance intermediary who sold **you** this insurance. Please also quote the scheme reference number which is **LPGBTE437**.

If **we** do not receive the information **we** need, **we** may reject **your** claim.

Definitions

The following words or phrases have the same meaning wherever they appear in this policy document in bold:

hire period	The maximum period, being 14 days, that we will pay for the hire vehicle as shown within your schedule .
hire vehicle	The class of vehicle designated on your schedule .
hire company	The company we instruct to provide you with a hire vehicle .
insured incident(s)	A road traffic accident with another vehicle, where the insured admits to being wholly at fault and that leaves the insured vehicle a total loss ; or A road traffic accident with another vehicle, where the insured admits to being wholly at fault and that leaves the insured vehicle damaged but deemed repairable.
insured vehicle	The licenced Private Hire or Chauffeur vehicle, which holds a valid licence/permit to operate as issued by the appropriate local authority or by the PCO (Public Carriage office) identified as the insured vehicle in your motor insurance schedule .
insured/you/your	The person who has purchased this insurance, is authorised to drive the insured vehicle and is named in the schedule .
insurer	Financial & Legal Insurance Company Ltd.
maximum policy limit	A maximum of 2 claims for replacement hire vehicles in any 12-month period where the accident was wholly your fault. In the event that a hire vehicle cannot be provided, the maximum amount we will pay in lieu shall be £50.00 including VAT per day and up to a maximum of £500.00 per claim. A maximum of £50.00 including VAT towards the cost of the transfer of radio or metering equipment.
motor insurance claim	A claim made by you against your existing motor insurance policy or against a Third Party.
period of insurance	The period covered by this insurance as identified in your schedule .
primary insurance policy	An insurance policy which is underwritten by an insurer authorised and regulated by the Prudential Regulation Authority (PRA) to undertake business in the United Kingdom and being of the following type of insurance: <ul style="list-style-type: none"> • Motor insurance policy – protects your motor vehicle on either a third party only, or third party, fire and theft, or comprehensive basis.
schedule	The document issued to you alongside this CVH Plus policy which provides confirmation of your details, the maximum policy limit and the period of insurance .
total loss	Where your motor insurer , competent repairer or motor engineer, declares the insured vehicle is beyond economic repair and offers a total loss settlement following an insured incident .
territorial limit	The United Kingdom of Great Britain and Northern Ireland.
we, us, our	Legal Protection Group Limited, who administer and manage this insurance on behalf of the insurer .

Policy cover

In the event of an **insured incident**, we will provide **you** with a **hire vehicle** up to the **maximum policy limit** subject to the terms, conditions and exclusions of this policy, where **you** notify **us** during the **period of insurance** and within 5 days of the **insured incident**.

We will arrange for a **hire vehicle** from an approved **hire company**, for **your** use only, until the **insured vehicle** is repaired or in the case where **your insured vehicle** is declared a **total loss** by **your motor insurer**, until 3 days following payment having been issued to **you** in settlement of **your motor insurance claim** whichever is the earlier and not exceeding the **maximum policy limit**.

You must use **our** nominated approved repair network to repair the **insured vehicle**, unless specifically agreed by **us**.

We decide the type of **hire vehicle** provided and **you** must meet the standard requirements, terms and conditions of the **hire company**. Should **you** decide to take advantage of any options that the **hire company** may offer, such as a car upgrade, the cost of these and any administration fee will be **your** responsibility.

We will indemnify **you** up to £50.00 including VAT towards the cost of the transfer of radio or metering equipment.

In the event that a **hire vehicle** cannot be provided, the maximum amount we will pay in lieu shall be £50.00 including VAT per day and up to a maximum of £500.00 per claim.

Where it is not possible to arrange for the transfer of the respective licence relating to the use of the **insured vehicle** for hire and reward purposes, we will provide a vehicle for social, domestic and pleasure purposes only.

You are covered for a maximum of no more than 2 claims for replacement **hire vehicles** per **period of insurance** where the accident was wholly **your** fault. After **your** second claim, **your** policy will be cancelled.

What you are not covered for

There is no cover for:

- Where the insured incident happened within the first 14 days of the inception date of this policy, unless this CVH Plus insurance is taken out at the same time as your **primary insurance policy**
- Any claim which does not result in an accepted and paid claim for the **insured incident** by **your motor insurer**.
- Any charges imposed by the **hire company** for additional drivers to be included.
- Use of the **hire vehicle** outside the **territorial limit**.
- Any claim relating to theft from the **insured vehicle**.
- Any excess that the **hire company** applies following a **road traffic accident** involving the **hire vehicle**.
- All fuel, fares, fines, penalties or fees relating to the **hire vehicle** whilst it is in **your** possession.
- Any further **hire vehicle** charges incurred after the **hire period** has expired or the **insured vehicle** has been repaired.
- Any claim which has not been reported to **us** within 5 days of the **insured incident** giving rise to the claim.
- A **hire vehicle** where one is already available under any other

insurance or other means.

- The provision of a **hire vehicle** for an **insured incident** that occurs prior to the inception of the insurance or after the **period of insurance** ends.
- Where the **insured vehicle** was being used as an emergency vehicle, or in a race, competition, track day, rally or trial at the time of **your** claim;
- Where **you** are disqualified from driving;
- Where **you** have any endorsement arising from or relating to unauthorised taking or theft of a vehicle, no insurance, drink or drugs or causing death by reckless driving;
- Where **you** have incurred two or more periods of disqualification or any conviction with a period of disqualification of six months or more, within five years of the inception of this insurance;
- Where the driver of the **insured vehicle** does not hold a valid driving licence or is under the influence of drink or drugs at the time of the **insured incident**;
- Where **you** do not have a fully comprehensive, third-party only or third-party fire and theft insurance in force for the **insured vehicle** at the time of the **insured incident**.
- Any damage to or resulting from the transfer of radio or metering equipment.

Policy Conditions

You must:

- keep to the terms and conditions of this policy;
- take all reasonable steps to prevent incidents that may give rise to a claim and to minimise the amount payable by **us**.
- at all times co-operate with **us** and provide to **us** and the claims handler any evidence, documents and information of all material developments within a reasonable time scale.
- in the first instance, either accept a replacement vehicle offered by **your motor insurer** via their approved courtesy vehicle program or via an alternative approved repairer network nominated by **us**;
- have comprehensive, third-party only or third-party fire and theft insurance in force for the **insured vehicle**;
- not retain any **hire vehicle** provided under this policy beyond the **hire period** stipulated within the policy or after the **insured vehicle** is returned, whichever ever happens first;
- give **us** full details of **your** claim as soon as possible and give **us** any information requested.
- report the claim to **your motor insurer** or broker and obtain a claim number.
- use **our** nominated approved repair network to repair the **insured vehicle**, unless specifically agreed by **us**.
- meet the age and licensing rules of the **hire company** chosen by **us** and must follow any conditions of hire;
- produce **your** Full UK Driving Licence, taxi licence and any other identification as reasonably required by the **hire company** when taking possession of the **hire vehicle**
- if not otherwise included, be responsible for arranging temporary comprehensive insurance cover to be in place for the **hire vehicle** and for the duration of hire. This will be arranged with **your motor insurer** or in agreement with **our** nominated vehicle supplier.

General exclusions applying to the whole policy

There is no cover for:

1) Disputes with us/the insurer

Any dispute with **us** or the **insurer** not otherwise dealt with under condition 4 of General conditions.

2) Losses not directly covered

Any costs arising from losses which are not directly covered by this insurance including, but not limited to, loss of earnings or loss of profit if the **insured incident** results in **you** having to take time off work.

3) War, terrorism, radioactive contamination and pressure waves

Any claim resulting directly or indirectly from or in connection with:

- a) war, terrorism, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, uprising, military or usurped power;
- b) ionising radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel;
- c) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it;
- d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

4) Sanctions

Any payment or provision of any other benefit under this policy if the **insurer** is prevented from doing so by any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the United Kingdom or the United States of America. The economic sanctions of the United States of America shall only apply where they do not violate European or local legal regulations.

General conditions applying to the whole policy

You must keep to these conditions as failure to do so may lead to **us** refusing a claim, withdrawing from a claim or cancelling this insurance (please refer to condition 6).

1) Your obligations

You must:

- a) keep to the terms and conditions of this policy; and
- b) supply **us** with honest and accurate information when asked to do so.

2) Conduct of the claim

a) **You** must:

- (i) co-operate fully with **us** and provide any relevant information, documentation and evidence in connection with a claim when asked to do so; and
- (ii) keep **us** fully informed of any developments in connection with a claim.

b) **You** must not:

- (i) act in any way which obstructs **us** or hinders the progress of a claim; and

- (ii) incur any unnecessary costs or incur any costs without **our** prior written consent.

3) Other insurance and apportionment of costs

If the costs of any vehicle assistance are also covered under an alternative insurance policy, or would have been covered if this insurance did not exist, the **insurer** will only pay their share of these costs.

4) Disputes with us

If there is a dispute between **you** and **us** over this policy, which cannot be resolved through **our** internal complaints handling process, **you** are entitled to seek a resolution through the Financial Ombudsman Service.

5) Your cancellation rights

a) Cooling-off period

You can cancel this insurance, without giving any reason, within 14 days of its inception date or within 14 days of receiving **your** policy documents, whichever is later.

If **you** wish to exercise this right, **you** must notify the insurance intermediary who sold **you** this insurance. **You** will be entitled to a full refund of premium paid, provided that **you** have not made a claim under this insurance during the current **period of insurance**.

b) Outside the cooling-off period

You can cancel this insurance at any other time, subject to providing the insurance intermediary who sold **you** this insurance with 7 days' notice.

If **you** pay **your** premium monthly in advance on a monthly rolling basis and **you** cancel this policy after the 14-day cooling-off period, there will be no refund of premium because **you** will only have paid for the cover **you** have already received.

If **you** have an annual policy for which **you** pay an annual premium once a year and **you** cancel this policy after the 14-day cooling-off period, provided no claim has been made, **you** will receive a proportionate refund of the annual premium **you** have paid.

6) Our cancellation rights

a) General

We can cancel this insurance at any time, where there is a valid reason to do so, subject to providing **you** with 7 days' notice.

Reasons for cancellation may include, but are not strictly limited to:

- (i) **you** have failed to co-operate with **us** and this failure has significantly hindered **our** ability to deal with a claim or administer this insurance; and/or
- (ii) a premium payment is due or a costs recovery is still outstanding by the end of the final deadline notified to **you**.

b) Fraudulent or dishonest claims

If **we** have evidence that **you** have made a fraudulent, dishonest or exaggerated claim, or have deliberately misled **us** when presenting relevant information in support of a claim, **we** reserve the right to cancel this insurance from the date of the alleged claim or misrepresentation and recover from **you** any costs already paid in respect of that claim, which the **insurer** otherwise would not have paid. **We** will also not refund any premium paid by **you**.

If fraudulent activity or false or inaccurate information is identified, **we** may, at **our** discretion, pass details to fraud prevention or law enforcement agencies who have the right to access and use this information, which could result in a prosecution.

7) Persons involved in this contract of insurance

Unless expressly stated otherwise, any person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this insurance.

8) Choice of law and Acts of Parliament

- a) Unless otherwise agreed by **us** in writing, this insurance is governed by the laws applying to England and Wales.
- b) Any Acts of Parliament or Statutory Instruments referred to in this insurance shall include equivalent legislation in Scotland and Northern Ireland and shall also include any subsequent amending or replacement legislation.

General information

The insurer

This insurance is underwritten by Financial & Legal Insurance Company Ltd, 1 Lakeside Cheadle Royal Business Park, Cheadle, Cheshire, England, SK8 3GW.

UK Company number: 03034220

Financial Services registration number: 202915

The Financial Services Compensation Scheme

The **insurer** is covered by the Financial Services Compensation Scheme (FSCS) and **you** may be entitled to compensation from the scheme if the **insurer** cannot meet their obligations. This will depend on the circumstances of the claim.

Further information about the compensation scheme arrangements can be found on the FSCS website at www.fscs.org.uk

Data protection notice

In order to manage this insurance, claims handling, underwriting and other administrative duties, **we** may need to share personal information which has been given to **us** with other parties such as insurers, insurance intermediaries, law firms, experts, regulatory authorities or agents providing services to **us** or on **our** behalf. **We** will only request necessary information from **you** and will only use it and disclose it in the course of arranging and administering this insurance.

Any personal information **we** hold about **you** will be retained by **us** for a period of seven years after this insurance expires and, in any event, for the minimum periods required by relevant laws and regulations. This information may need to be retained for legal and regulatory reasons and for legitimate business purposes including (but not strictly limited to) establishing, pursuing or defending legal claims.

Sometimes **we** may need to send **your** personal information to agents based outside of the European Economic Area and in doing so will ensure that those agents apply the same levels of confidentiality, protection and security that are applied by **us**.

In arranging and managing this insurance and administering claims, **we** will comply with the provisions of the Data Protection legislation which is directly applicable in the United Kingdom (this includes the General Data Protection Regulation (EU) 2016/679 (otherwise known as GDPR) as well as any subsequent amending or replacement Data Protection legislation which is directly applicable in the United Kingdom) and unless required to do so by law or a professional body, will not disclose **your** personal data to

any other person or organisation without **your** consent.

You can find full details of **our** privacy policy on **our** website www.legalprotectiongroup.co.uk

More information on the Data Protection Act and the principles in place to protect personal information can be found on the Information Commissioner's Office website <https://ico.org.uk/>

You have a right to obtain information **we** hold about **you**. This is called a Subject Access Request and in order to obtain such information, please write to:

The Data Protection Officer, Legal Protection Group Limited, 8 Pinkers Court, Briarlands Office Park, Gloucester Road, Ruggeway, Bristol BS35 3QH

If **you** have a concern about the way **we** have handled **your** personal data, then **you** have the right to report this to the Information Commissioner's Office:

Website: <https://ico.org.uk/concerns/>

Phone: 0303 123 1113 (lines are open Monday to Friday 9am to 5pm)

Email: casework@ico.org.uk

What to do if you have a complaint

We are committed to providing **you** with excellent customer service, but **we** accept that occasionally things go wrong.

We take all complaints seriously and have a commitment across **our** business to treat all customers fairly. Where **we** have made a mistake, **we** want to put things right quickly.

If **you** are not happy with the standard of service provided by **us**, please let **us** know:

- Email: complaints@legalprotectiongroup.co.uk
- Phone: 0333 700 1040 (lines are open Monday to Friday 9am to 5pm)
- Post: Customer Service Department, Legal Protection Group Limited, 8 Pinkers Court, Briarlands Office Park, Gloucester Road, Ruggeway, Bristol BS35 3QH

As soon as a complaint is received:

All complaints will be acknowledged in writing within five business days of receipt. If the complaint can be resolved within five business days, **our** letter will also outline the result of **our** investigation.

If **our** investigation is not resolved within five business days, **we** will aim to respond within four weeks of receiving the complaint.

If the complaint is about another party, such as a law firm who is acting on **your** behalf, **we** will refer details of the complaint to that other party and confirm this course of action to **you** in writing.

After we have investigated the complaint:

We will write to **you** immediately notifying **you** of the outcome of **our** investigation. **We** will also advise that if **you** are not satisfied with the outcome, **you** may refer the matter to the Financial Ombudsman Service within the next six months*.

If we cannot resolve the complaint within 4 weeks:

We will write to **you** and inform **you** that **our** investigation is continuing, giving the reasons for the delay and a date by which **we** expect to be able to contact **you** again.

If we cannot resolve the complaint within 8 weeks:

We will inform **you** of the reasons for the further delay and advise that if **you** are not satisfied with **our** progress then **you** may refer the complaint to the Financial Ombudsman Service within the next six months*.

*If **you** do not refer **your** complaint within the six-month period, the **insurer** will not permit the Financial Ombudsman Service to consider **your** complaint and will only be able to do so in very limited circumstances such as where they believe that the delay in notifying **your** complaint was as a result of exceptional circumstances.

The Financial Ombudsman Service can be contacted:

- Email: complaint.info@financial-ombudsman.org.uk
- Phone: 0800 023 4567 (free from a landline) or 0300 123 9123 (free from some mobile phones)
- Post: Financial Ombudsman Service, Exchange Tower, London E14 9SR

You can also visit www.financial-ombudsman.org.uk and follow the guidelines on how to complain and to also check their eligibility criteria.

Important: This complaints notification procedure does not affect your right to take legal action.

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CONTRACT OF INSURANCE

Introduction

Thank **you** for purchasing Motor Legal Protection Insurance from Legal Protection Group Limited.

This insurance will provide assistance to pursue or defend an **insured person's** legal rights in a range of motoring issues including:

- Pursuit of claims to recover uninsured losses
- Access to 24-hour legal advice helpline services
- Pursuit of claims for death or personal injury
- Defence of motoring prosecutions

This is **your** Motor Legal Protection policy document and it provides evidence of the contract between **you** and the **insurer**.

This document forms part of **your** policy, along with any attaching **schedule**, endorsement or, where applicable, a completed proposal form. Together these documents will give **you** full details of **your** cover, which **insured incidents** are in force and the obligations between **you** and **us** and the **insurer**.

Please carefully read all documents and contact the organisation who sold **you** this insurance if **you** have any queries or if any information is missing, incorrect or needs to be changed. It is important that **you** inform the organisation who sold **you** this insurance of any inaccuracies or changes as soon as possible as failure to do so could adversely affect the terms of this insurance, including invalidating this policy or claims being rejected or not fully paid.

If **you** purchase this policy on an annual basis, provided that **you** pay **your** premium, **your** cover under this policy starts on the policy start date as shown on **your schedule** and runs for a period of twelve months. The annual premium **you** pay is confirmed at the time **you** purchase this policy or in the renewal notice that **we** send to **you** prior to the renewal of this policy.

If **you** purchase this policy on a monthly basis, this policy cover starts on the policy start date as shown on **your schedule** and lasts for a period of one month. Provided **you** continue to pay **your** monthly premiums as and when they become due, cover under this policy will continue for further consecutive monthly periods. **Your** monthly premiums along with the due dates for payment are set out in **your schedule**. Cover under this policy ends if **you** stop paying **your** monthly premium and this policy will be cancelled by **us** in accordance with General Condition 6 of this policy.

Please keep all documents in a safe place in the event **you** need to refer to its terms and conditions, use the Helpline Services or make a claim.

Our obligation to you

In return for **you** paying or agreeing to pay the premium:

- we** will provide the cover and benefits shown in **your schedule** and detailed in this policy wording, subject to its terms, exclusions, conditions and any endorsements; and
- the **insurer** will pay **adviser's costs and expenses** up to the **limit of indemnity** for any one **insured incident**.

Provided that:

- the **insured incident** happens in the **territorial limit**;
- the **insured incident** is reported to **us** as soon as possible and within the **period of insurance**; (if this insurance is not renewed, any claim must be reported within 14 days of the expiry of the **period of insurance**);
- the **insured incident** always has **reasonable prospects of success** which must be present throughout the duration of an **insured person's** claim; and
- any proceedings or other methods **we** agree to resolve an **insured person's** claim are dealt with by a court or other body within the **territorial limit**.

Legal Protection Group Limited Registered Office

8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudgeway, Bristol BS35 3QH

Registered in England and Wales. Legal Protection Group Limited company number 10096688.

Legal Protection Group Limited (firm reference number 749446) is an appointed representative of Riviera Insurance Services Limited (firm reference number 786116). Riviera Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.

This Vehicle Assist insurance is underwritten by Financial & Legal Insurance Company Ltd (the **insurer**).

Further information concerning the **insurer** can be found in the General information section of this policy.

CONTRACT OF INSURANCE continued

What to do if you are involved in a motor accident

If an **insured person** is involved in a motor accident, they should call **our** accident assistance helpline on **03333 609 506** as soon as possible. Lines are open 24 hours a day, 365 days a year. All calls are recorded for training purposes.

Please be ready to provide the following information:

- a) **Your** scheme reference number **LPGBTE438**.
- b) Driver's name, address, telephone number and vehicle registration.
- c) The other party's name, address, telephone number, vehicle registration, make and model and name of their motor **insurer** and policy number.
- d) Name, address, and telephone number of any witnesses.
- e) If applicable, police officer names, badge numbers, local police station and incident number.
- f) Date and time of the accident, its location and a brief description of the accident.

Upon receipt of the above information, **we** will firstly notify **your** motor **insurer** of the accident or claim. **We** will then assess whether the accident the **insured person** has been involved in is a proven non-fault accident. Where **we** have established that fault lies with the other party, **we** will pursue a claim on **your** behalf to claim back losses which are not covered under **your** motor insurance policy (see **Insured incident 1 – Uninsured Loss Recovery and Personal Injury** for more details).

What to do if you need to make any other claim under this insurance

If an **insured person** needs to notify **us** of a claim under **Insured incident 2 – Defence of Motoring Prosecutions** and where any dispute cannot be resolved by using **our** Helpline Services, they should phone **our** dedicated claims reporting line on 0343 216 5148 which is open 24 hours a day, 365 days a year. All calls are recorded for training purposes.

Please have ready **your** policy number or the name of the organisation who sold **you** this insurance.

Please note the following important information (this also applies to claims under **Insured incident 1 – Uninsured Loss Recovery and Personal Injury**):

- a) If an **insured person** has received a Notice of Intended Prosecution or other notification of a prosecution, the **insured person** must report that claim to **us** within 10 days of receiving this notification.
- b) Be ready to provide **your** scheme reference number LPGBTE438 and as much information concerning the claim as possible. **We** may also ask an **insured person** to provide other information relevant to the claim as part of its assessment which may also involve completing a claims form.
- c) This is a claims made insurance which means that claims must be notified to **us** during **your period of insurance**. If **your** policy expires and an **insured person's** claim is reported more than 14 days after the expiry date, **we** will not be able to assist with the claim.
- d) **We** will not provide cover if the circumstances giving rise to a claim exist before the start date of this insurance (please refer to General exclusions applying to the whole policy 1)).
- e) Under no circumstances should an **insured person** instruct their own lawyer or legal representative or incur any costs before **we** have accepted the claim as the **insurer** will not pay any costs incurred without **our** agreement. Unless it is necessary to start legal proceedings (starting an action in a court to settle a dispute) or if there is a conflict of interest (where **our** chosen **appointed adviser** cannot act on the **insured person's** behalf as to do so would breach their professional code of conduct), **we** will appoint **our** own **appointed adviser** to act on the **insured person's** behalf if **we** accept their claim.
- f) Once all relevant information has been received, an assessment of an **insured person's** claim will be conducted and **we** will let **you** know if **we** can help. Please note that **reasonable prospects of success** must be present throughout the duration of any claim and cover could be withdrawn if at any stage **reasonable prospects of success** no longer exist which could be because of new information emerging regarding the claim or as legal arguments develop.
- g) If **we** are unable to cover an **insured person's** claim, then **we** will explain the reasons why and discuss any other available methods (which may be at the **insured person's** expense) to help achieve a successful outcome.

CONTRACT OF INSURANCE continued

Helpline Services

You have access to the Helpline Services listed below 24 hours a day, 365 days a year. Please note that in some cases, depending on the type of advice required and time of call, a call back may need to be arranged (this does not apply to the Counselling Helpline).

If **you** need to use the Helpline Services, please have ready **your** policy number or the name of the organisation who sold **you** this insurance.

To help **us** monitor and improve service standards, all calls are recorded, other than those to the Counselling Helpline.

Personal Legal Advice Helpline

Provides **you** with confidential telephone legal advice on personal legal matters subject to the laws of the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

To use the personal legal advice helpline, please call **0344 840 6345**.

Counselling Helpline

Provides an **insured person** with a confidential telephone counselling service on matters causing distress and anxiety. This includes onward referral to relevant voluntary or professional services who may be able to provide further support.

Access to the telephone counselling helpline is covered by this insurance. However, any costs incurred in using these onward referral services are not covered.

To use the counselling helpline, please call **0344 840 6344**.

Using the Helpline Services, where obtaining legal advice, does not constitute notification of a claim. Please refer to the **What to do if you need to make any other claim** under this insurance section described on **page 4**.

We cannot be held responsible if any of the Helpline Services become unavailable for reasons outside of **our** control.

To use the personal legal advice helpline, please call 0344 840 6345.

Definitions

The following words or phrases have the same meaning wherever they appear in this policy document in **bold**:

adviser's costs and expenses	<p>a) Reasonable and necessary costs, fees and disbursements chargeable by the appointed adviser which have been agreed by us in accordance with our standard adviser's terms of appointment.</p> <p>b) Costs and disbursements incurred by the other party in civil cases if an insured person is ordered to pay them or pays them with our agreement.</p>
appointed adviser	The law firm or other suitably qualified person appointed by us to act on the insured person's behalf, under the terms and conditions of this insurance and in accordance with our standard adviser's terms of appointment .
insured incident	An incident or event or the first in a series of incidents or events, arising at the same time or from the same originating cause, which leads to a claim under this insurance and where we have agreed to provide cover under the terms and conditions of this insurance.
insured person	<p>a) You and any person who has your permission and has valid insurance to drive the insured vehicle; and</p> <p>b) any passenger who is in or on the insured vehicle.</p> <p>Anyone claiming under this insurance must have your permission to do so.</p>
insured vehicle	The motor vehicle which is insured by the motor insurance policy to which this insurance attaches. This includes any attached caravan or trailer.
insurer	Financial & Legal Insurance Company Ltd.
limit of indemnity	The most the insurer will pay for any one insured incident (including any subsequent appeal agreed by us) is £100,000.
period of insurance	The period of time covered by this policy as shown in your schedule and any further period(s) this insurance is renewed for.
reasonable prospects of success	<p>For each insured incident there must always be more than a 50% chance that an insured person will:</p> <p>a) recover any losses or damages;</p> <p>b) successfully defend a claim or prosecution;</p> <p>c) succeed in reducing a sentence, penalty or a fine if they plead guilty in a criminal prosecution;</p> <p>d) succeed in enforcing a judgment or obtaining a legal remedy which we have agreed to; or</p> <p>e) make a successful appeal or defence of an appeal.</p> <p>In all cases we or a suitably qualified expert acting on our behalf will assess whether reasonable prospects of success exist. This assessment will also take into account whether a reasonable person would wish to pursue such a dispute if this insurance was not in force.</p>
road traffic accident	A traffic accident involving the insured vehicle which is not an insured person's fault and where another party is deemed responsible for causing the accident.
standard adviser's terms of appointment	A separate agreement we require an appointed adviser to enter into with us . This agreement sets out the appointed adviser's responsibilities and the amounts the insurer will pay the appointed adviser in respect of an insured incident .
territorial limit	The European Union, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
we, us, our	Legal Protection Group Limited, who administer and manage this insurance on behalf of the insurer .
you, your	The person named in the schedule who has purchased this insurance and is responsible for insuring the insured vehicle .

Insured incidents

Insured incident 1 – Uninsured Loss Recovery and Personal Injury

What you are covered for

a) Uninsured Loss Recovery

Adviser's costs and expenses following a **road traffic accident** to claim back losses which are not covered under **your** motor insurance policy to which this insurance attaches.

Please note that:

losses which may be claimed back include:

- (i) **your** motor insurance policy excess;
- (ii) damage to the **insured vehicle** and/or damage to any personal property in or on it;
- (iii) the cost of repairing the **insured vehicle**;
- (iv) the recovery of the **insured person's** loss of earnings and reasonable attendance expenses if the **insured person** needs to attend court; and
- (v) other out-of-pocket expenses reasonably incurred.

We will advise the type and extent of losses the **insured person** is likely to be able to recover.

b) Personal Injury

Adviser's costs and expenses following a **road traffic accident** to obtain compensation for an **insured person's** death or bodily injury.

c) Motor Insurers' Bureau Assistance

Following a **road traffic accident** where the driver at fault cannot be traced or is not **insured**, **we** will assist **you** in making an application for payment to the Motor Insurers' Bureau.

What you are not covered for

Any claim relating to a contract involving an **insured vehicle**.

Insured incident 2 – Defence of Motoring Prosecutions

What you are covered for

Adviser's costs and expenses to defend an **insured person's** legal rights in a criminal prosecution for a motoring offence arising from the **insured person's** use or ownership of the **insured vehicle**.

Please note that the insured person must notify us within 10 days of receiving a Notice of Intended Prosecution or other notification of a prosecution in order to allow a reasonable period to assess the merits of the claim.

What you are not covered for

- (i) Parking or obstruction offences where an **insured person** does not receive penalty points on their driving licence.
- (ii) Any motoring prosecution which should be covered under the motor insurance policy to which this insurance attaches.

General exclusions applying to the whole policy

There is no cover for:

1) Claims arising before this insurance started

Any event or dispute which an **insured person** was aware of, or should reasonably have been aware of, which could give rise to a claim under this insurance and existed or happened before this insurance first started.

2) Costs incurred and legal action we have not authorised

- a) Any **adviser's costs and expenses** or other costs incurred:
 - (i) before **we** have accepted a claim; and/or
 - (ii) which **we** have not authorised in advance.

- b) Any action taken by an **insured person** which **we** or the appointed adviser have not agreed to.

3) Uninsured or disqualified drivers or vehicles without valid documentation

Any claim where at the time of the incident occurring:

- a) an **insured person** (other than in their capacity as a passenger in or on the **insured vehicle**) was disqualified from driving or did not hold a valid licence or insurance to drive the **insured vehicle**; and/or
- b) the **insured vehicle** did not have a valid MOT certificate, vehicle registration documents or vehicle tax (if the **insured vehicle** is exempt, an application for vehicle tax must still have been made).

4) Wilful acts

Any claim resulting from an act which is wilfully carried out and the outcome of which is consciously intended by an **insured person**.

5) Fines and court awards

- a) Fines, compensation, damages or penalties awarded against an **insured person**.
- b) Any costs an **insured person** is ordered to pay by a court of criminal jurisdiction.

6) Insurance disputes

Any claim where **your** motor **insurer** has cancelled, voided or refused to renew **your** motor insurance policy or where they have declined a claim under that policy.

7) Judicial Review and challenges to legislation

- a) Judicial Reviews (reviewing the way a decision has been made by a government authority, local authority or other public body), coroner's inquests or Fatal Accident Inquiries.
- b) Any challenges to current or proposed legislation.

8) Disputes with us, the insurer or the appointed adviser

Any claim made against **us**, the **insurer** or the **appointed adviser** (please also refer to **General conditions applying to the whole policy 9**).

9) Racing, rallying, competitions or trials

Any claim arising from an **insured vehicle's** involvement in racing, rallying, competitions or trials.

10) War, terrorism, radioactive contamination and pressure waves

Any claim resulting directly or indirectly from or in connection with:

- a) war, terrorism, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, uprising, military or usurped power;
- b) ionising radiation or contamination by radioactivity from any

nuclear fuel or any nuclear waste from the combustion of nuclear fuel;

- c) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it;
- d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

11) Litigant in person

Any claim where an **insured person** is not represented by an **appointed adviser** or any other law firm or suitably qualified person agreed by **us**.

Important: This complaints notification procedure does not affect your right to take legal action.

General conditions applying to the whole policy

An **insured person** must keep to these conditions as failure to do so may lead to **us** refusing a claim, withdrawing from a claim or cancelling this insurance (please refer to **condition 11**).

1) An insured person's obligations

An **insured person** must:

- a) keep to the terms and conditions of this policy;
- b) take all reasonable precautions to prevent or minimise the risk of a claim occurring under this policy and to avoid incurring any unnecessary costs; and
- c) supply **us** with honest and accurate information when asked to do so.

2) Appointment of an appointed adviser

- a) If **we** accept an **insured person's** claim, **we** will appoint an **appointed adviser** who may be able to negotiate settlement before or without the need for court action.
- b) If an **insured person's** claim cannot be settled by negotiation and it becomes necessary for legal proceedings to be issued (starting an action in court to settle a dispute), or if a conflict of interest arises (where **our** chosen **appointed adviser** cannot act for an **insured person** as to do so would breach their professional code of conduct), the **insured person** is free to nominate a law firm or suitably qualified representative to act as the **appointed adviser**.
- c) Any law firm or suitably qualified representative nominated by an **insured person** must agree to represent the **insured person** in accordance with **our standard adviser's terms of appointment** (which are available on request) and the most the **insurer** will pay is no more than the amount the **insurer** would have paid to **our** own choice of **appointed adviser**.

3) Conduct of the claim

- a) An **insured person** must:
 - (i) co-operate fully with **us** and the **appointed adviser** and provide any relevant information, documentation and evidence in connection with a claim when asked to do so; and
 - (ii) keep **us** and the **appointed adviser** fully informed of any developments and instruct the **appointed adviser** to provide **us** with any information **we** ask for.
- b) An **insured person** must not:
 - (i) act in any way which obstructs **us** or the **appointed adviser** or hinders the progress of a claim; and
 - (ii) incur any **adviser's costs and expenses** without **our** consent.
- c) **We** can:
 - (i) contact the **appointed adviser** at any time and have access to all documents and information regarding an **insured person's** claim;
 - (ii) withdraw funding for a claim and pursue an **insured person** to recover **adviser's costs and expenses** already paid, if the **insured person** pursues or withdraws from that claim without **our** consent or fails to pass on any instructions to the **appointed adviser**;
 - (iii) withdraw funding for a claim if an **insured person** dismisses the **appointed adviser** without **our** consent and there is no valid cause to do so, or if the **appointed adviser** refuses to continue acting for an **insured person** with **our** consent and there is valid cause to do so; and

- (iv) withdraw funding for a claim if at any time **we** believe **reasonable prospects of success** are no longer present. The **insurer** will still pay any **adviser's costs and expenses we** have agreed to, prior to **reasonable prospects of success** no longer being present.

4) Claims settlement

- a) An **insured person** must tell **us** immediately an offer to settle a claim is received and must not enter negotiations to settle a claim without **our** prior consent.
- b) If an **insured person** refuses a fair and reasonable offer to settle a claim, **we** will be entitled to withdraw funding for that claim and the **insurer** will pay no further **adviser's costs and expenses**.
- c) The **insurer** will only pay **adviser's costs and expenses** that are proportionate to the amount of damages being claimed by an **insured person**. Any **adviser's costs and expenses** which exceed the amount of damages being claimed will not be covered by this insurance.
- d) **We** may decide to settle a claim by instructing the **insurer** to pay the reasonable value of that claim instead of pursuing, defending or continuing with any action in court. In such cases **we** may decide to pursue the other party for the amount the **insurer** has paid to an **insured person** and the **insured person** must allow **us** to take over and continue the claim in their name and provide **us** with any information in support of this action.

5) Costs recovery and assessment of costs

An **insured person** must:

- a) take all reasonable steps to recover **adviser's costs and expenses** and pay all sums recovered to **us**;
- b) tell the **appointed adviser** to have **adviser's costs and expenses** taxed, assessed and audited and/or have their claims file audited by **us**, if **we** ask for this. If it is established that **adviser's costs and expenses** or any other costs have been billed which have not been agreed by **us**, the **insurer** reserves the right to refuse to pay these unauthorised costs.

6) Appealing the outcome of a claim

Appeals regarding the outcome of an **insured incident**, either made by or against an **insured person**, must be notified to **us** as soon as possible and within 10 days of the deadline for any appeal. **Reasonable prospects of success** must still be present in order for an appeal to be considered.

7) Other insurance and apportionment of costs

If any **adviser's costs and expenses** covered by this insurance are also covered under an alternative insurance policy, or would have been covered if this insurance did not exist, the **insurer** will only pay their share of these costs.

8) Obtaining a legal opinion

We may require an **insured person**, at their own expense, to obtain an independent opinion from a barrister or other expert agreed between **us** and the **insured person** over a claim's merits, financial value or **reasonable prospects of success**. If the opinion supports the **insured person** and there are clear merits in proceeding with that claim, the costs incurred by the **insured person** in seeking that opinion will be reimbursed.

9) Disputes with us

If there is a dispute between an **insured person** and **us** over this policy, which cannot be resolved through **our** internal complaints handling process, the **insured person** is entitled to seek a resolution

General conditions applying to the whole policy continued

through the Financial Ombudsman Service as long as **you** are eligible to complain.

Where the Financial Ombudsman Service cannot deal with that complaint, the dispute shall be referred to arbitration which is a formal and binding process where disputes are resolved by independent arbitrators in accordance with the Arbitration Act. The arbitrator will be chosen jointly by **us** and the **insured person**. If **we** and the **insured person** are not able to agree on the appointment of an arbitrator, the President of the Chartered Institute of Arbitrators will decide.

The decision of the appointed arbitrator is binding and the arbitrator may require the **insurer** or the **insured person** to pay the costs.

10) Your cancellation rights

a) Cooling-off period

You can cancel this insurance, without giving any reason, within 14 days of its start date or within 14 days of receiving **your** policy documents, whichever is later.

If **you** wish to exercise this right, **you** must notify the organisation who sold **you** this insurance. **You** will be entitled to a full refund of premium paid as long as an **insured person** has not made a claim under this insurance during the current **period of insurance**.

b) Outside the cooling-off period

You can cancel this insurance at any other time, subject to providing the organisation who sold **you** this insurance with 7 days' notice.

If **you** pay **your** premium monthly in advance on a monthly rolling basis and **you** cancel this policy after the 14-day cooling-off period, there will be no refund of premium because **you** will only have paid for the cover **you** have already received.

If **you** have an annual policy for which **you** pay an annual premium once a year and **you** cancel this policy after the 14-day cooling-off period, provided no claim has been made, **you** will receive a proportionate refund of the annual premium **you** have paid.

11) Our cancellation rights

a) General

We can cancel this insurance at any time, where there is a valid reason to do so, subject to providing **you** with 7 days' notice. Reasons for cancellation may include, but are not strictly limited to:

- (i) an **insured person** has failed to co-operate with **us** or the **appointed adviser** and this failure has significantly hindered **our** ability to deal with a claim or administer this insurance; and/or
- (ii) a premium payment is due or a costs recovery is still outstanding by the end of the final deadline notified to **you**.

b) Fraudulent or dishonest claims

If **we** have evidence that an **insured person** has made a fraudulent, dishonest or exaggerated claim, or has deliberately misled **us** or the **appointed adviser** when presenting relevant information in support of a claim, **we** reserve the right to cancel this insurance from the date of the alleged claim or misrepresentation and recover from the **insured person** any **adviser's costs and expenses** already paid in respect of

that claim, which the **insurer** otherwise would not have paid. **We** will also not refund any premium paid by **you**.

If fraudulent activity or false or inaccurate information is identified, **we** may, at **our** discretion, pass details to fraud prevention or law enforcement agencies who have the right to access and use this information, which could result in a prosecution.

12) Persons involved in this contract of insurance

Unless expressly stated otherwise, any person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this insurance.

13) Choice of law and Acts of Parliament

- a) Unless otherwise agreed by **us** in writing, this insurance is governed by the laws applying to England and Wales.
- b) Any Acts of Parliament or Statutory Instruments referred to in this insurance shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands and shall also include any subsequent amending or replacement legislation.

PROXIMO COMPLETE VEHICLE HIRE PLUS POLICY

General information

The insurer

This insurance is underwritten by Financial & Legal Insurance Company Ltd, 1 Lakeside Cheadle Royal Business Park, Cheadle, Cheshire, England, SK8 3GW.

UK Company number: 03034220

Financial Services registration number: 202915

The Financial Services Compensation Scheme

The **insurer** is covered by the Financial Services Compensation Scheme (FSCS) and **you** may be entitled to compensation from the scheme if the **insurer** cannot meet their obligations. This will depend on the circumstances of the claim.

Further information about the compensation scheme arrangements can be found on the FSCS website at www.fscs.org.uk

Data protection notice

In order to manage this insurance, including the provision of helpline services, claims handling, underwriting and other administrative duties, **we** may need to share personal information which has been given to **us** with other parties such as insurers, insurance intermediaries, law firms, experts, regulatory authorities or agents providing services to **us** or on **our** behalf. **We** will only request necessary information from an **insured person** and will only use it and disclose it in the course of arranging and administering this insurance.

Any personal information **we** hold about an **insured person** will be retained by **us** for a period of seven years after this insurance expires and in any event, for the minimum periods required by relevant laws and regulations. This information may need to be retained for legal and regulatory reasons and for legitimate business purposes including (but not strictly limited to) establishing, pursuing or defending legal claims.

Sometimes **we** may need to send an **insured person's** personal information to agents based outside of the European Economic Area and in doing so will ensure that those agents apply the same levels of confidentiality, protection and security that are applied by **us**.

In arranging and managing this insurance and administering claims, **we** will comply with the provisions of the Data Protection legislation which is directly applicable in the United Kingdom (this includes the General Data Protection Regulation (EU) 2016/679 (otherwise known as GDPR) as well as any subsequent amending or replacement Data Protection legislation which is directly applicable in the United Kingdom) and unless required to do so by law or a professional body, will not disclose an **insured person's** personal data to any other person or organisation without their consent.

You can find full details of **our** privacy policy on **our** website www.legalprotectiongroup.co.uk

More information on the Data Protection Act and the principles in place to protect personal information can be found on the Information Commissioner's Office website <https://ico.org.uk/>

An **insured person** has a right to obtain information **we** hold about them. This is called a Subject Access Request and in order to obtain such information, please write to:

**The Data Protection Officer, Legal Protection Group Limited,
8 Pinkers Court, Briarlands Office Park, Gloucester Road,
Rudgeway, Bristol BS35 3QH**

If an **insured person** has a concern about the way **we** have handled their personal data, then they have the right to report this to the Information Commissioner's Office:

Website: <https://ico.org.uk/concerns/>

Phone: 0303 123 1113 (lines are open Monday to Friday 9am to 5pm)

Email: casework@ico.org.uk

What to do if you have a complaint

We are committed to providing **you** with excellent customer service, but **we** accept that occasionally things go wrong.

We take all complaints seriously and have a commitment across **our** business to treat all customers fairly. Where **we** have made a mistake, **we** want to put things right quickly.

If **you** are not happy with the standard of service provided by **us**, please let **us** know:

- Email: complaints@legalprotectiongroup.co.uk
- Phone: 0333 700 1040 (lines are open Monday to Friday 9am to 5pm)
- Post: Customer Service Department, Legal Protection Group Limited, 8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudgeway, Bristol BS35 3QH

As soon as a complaint is received:

All complaints will be acknowledged in writing within five business days of receipt. If the complaint can be resolved within five business days, **our** letter will also outline the result of **our** investigation.

If **our** investigation is not resolved within five business days, **we** will aim to respond within four weeks of receiving the complaint.

If the complaint is about another party, such as a law firm who is acting on **your** behalf, **we** will refer details of the complaint to that other party and confirm this course of action to **you** in writing.

After we have investigated the complaint:

We will write to **you** immediately notifying **you** of the outcome of **our** investigation. **We** will also advise that if **you** are not satisfied with the outcome, **you** may refer the matter to the Financial Ombudsman Service within the next six months*.

If we cannot resolve the complaint within 4 weeks:

We will write to **you** and inform **you** that **our** investigation is continuing, giving the reasons for the delay and a date by which **we** expect to be able to contact **you** again.

If we cannot resolve the complaint within 8 weeks:

We will inform **you** of the reasons for the further delay and advise that if **you** are not satisfied with **our** progress then **you** may refer the complaint to the Financial Ombudsman Service within the next six months*.

*If **you** do not refer **your** complaint within the six-month period, the **insurer** will not permit the Financial Ombudsman Service to consider **your** complaint and will only be able to do so in very limited circumstances such as where they believe that the delay in notifying **your** complaint was as a result of exceptional circumstances.

The Financial Ombudsman Service can be contacted:

- Email: complaint.info@financial-ombudsman.org.uk
- Phone: 0800 023 4567 (free from a landline) or 0300 123 9123 (free from some mobile phones)
- Post: Financial Ombudsman Service, Exchange Tower, London E14 9SR

You can also visit www.financial-ombudsman.org.uk and follow the guidelines on how to complain and to also check their eligibility criteria.

Important: This complaints notification procedure does not affect your right to take legal action.

PROXIMO COMPLETE VEHICLE HIRE PLUS POLICY DOCUMENT

CALL 24/7 ON **03333 609 506** FOR ASSISTANCE



Head Office and Registered Office:
Proximo Ltd. | Park House | Chantry Court | Sovereign Way Chester | CH1 4QN
Telephone: 03333 609 505 | www.proximo.co.uk

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This can be checked by visiting the FCA website at www.fca.org.uk/register