

**Professional Indemnity Insurance for Insurance Intermediaries
Policy Wording**

Claim Notification

It is a condition precedent of this Policy that all matters must be notified to Insurers within 45 days of you becoming aware of a claim or circumstance, for indemnity to be provided under this Policy.

Conditions that apply to the policy and in the event of a claim are set out in this policy wording. It is important that you comply with all policy conditions and you should familiarise yourself with any requirements.

Directions for claim notification are included under Claims Conditions. Please be aware that claims and circumstances that may reasonably be expected to produce a claim against you must be notified to us as soon as possible. Further guidance is contained in this policy wording.

Claims Conditions require you to provide us with any reasonable assistance and evidence that we require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- Your name, address, and your telephone number
- Policy number
- The date when you became aware of the claim or circumstances
- The cause of the claim
- Details of the claim together with the claim value, if known
- Names and addresses of any other parties involved or responsible for the claim.

This information will enable us to make an initial evaluation of the claim. We may, however, need to request additional information.

Sometimes we, or someone acting on our behalf, may wish to meet with you to discuss the circumstances of the claim, or to undertake further investigations.

Insurers Representative

Initially a notification of any claim, or any circumstances which may reasonably be expected to produce a claim, should be sent to claims@caytonslaw.com.

Caytons Law
85 Gracechurch Street
London
EC3V 0AA

THIS POLICY (AND THE SCHEDULE WHICH FORMS AN INTEGRAL PART OF THE POLICY) IS A LEGAL CONTRACT. PLEASE EXAMINE IT THOROUGHLY TO ENSURE IT MEETS YOUR REQUIREMENTS. IF IT DOES NOT PLEASE ADVISE YOUR INSURANCE ADVISER IMMEDIATELY.

The Insurer and the Insured agree that

This Policy the Schedule (including any Schedule issued in substitution) and any Endorsements shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears

The Proposal and any information supplied by the Insured shall be incorporated in the contract

The Insurer will provide the insurance described in this Policy subject to the terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Insurer shall agree to accept the premium

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Professional Indemnity Insurance

Terms and conditions

THIS INSURANCE COVERS CLAIMS FIRST MADE AGAINST THE INSURED (AND, IN RELATION TO INSURANCE CLAUSE 4), LOSS OR DAMAGE OCCURRING) AND NOTIFIED TO THE INSURER DURING THE PERIOD OF INSURANCE. PLEASE READ THE POLICY WORDING CAREFULLY.

Definitions

For the purposes of Professional Indemnity Insurance

- 1 Agent means
Any person or firm including any appointed representative directly appointed by the Insured to act on their behalf
- 2 Asbestos Risks means
 - A) the presence of Asbestos Asbestos Dust or Asbestos Containing Materials
 - B) the release of Asbestos Dust
 - C) the exposure of persons buildings or property to Asbestos Dust or Asbestos Containing Materials
- 3 Asbestos means
crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals
- 4 Asbestos Dust means
fibres or particles of Asbestos
- 5 Asbestos Containing Materials means
any material containing Asbestos or Asbestos Dust
- 6 Bodily Injury means
death disease illness or bodily or mental injury
- 7 Claim means
 - A) service of a Claim Form Counterclaim Other Additional Claim Application Notice Notice of Appeal Witness Summons or similar legal document including an application for any related injunction or
 - B) a reference to or notification of intention to commence or the commencement of proceedings of any kind including arbitration proceedings or a complaint to an ombudsman or
 - C) a written communication including electronic communications (whether or not containing a demand for compensation or damages) asserting a legal liability on the part of the Insured or
 - D) any communication in whatsoever form invoking any Pre-Action Protocols contained in the Civil Procedure Rules

- 8 Defence Costs means
all costs and expenses (other than costs incurred in connection with Claims Condition 7B) Dishonesty and Fraud) which are incurred by the Insurer or by the Insured with the Insurer's written consent in connection with the defence investigation or settlement of any Claim made against the insured and notified under this insurance and in connection with any circumstances which may give rise to a Claim
The Insurer shall not unreasonably withhold its consent to the incurring of Defence Costs
- 9 Documents means
all
A) documents (excluding bearer bonds coupons bank or currency notes or other negotiable instruments)
B) computer systems records the property of the Insured or for which the Insured is responsible
- 10 Employee means
any person including any trainee or consultant under a contract of service with the Insured or the Predecessors in respect of the Professional Business at the time of any conduct giving rise to a Claim against the Insured or at the time of any other occurrence which may be the subject of indemnity under this Insurance
- 11 Endorsement means
an amendment to the Policy Terms and Conditions including amendments described as Memoranda in the Schedule
- 12 The Insured means
the Insured as named in the Schedule Each of the following parties will in addition be deemed the Insured in respect of Claims arising out of the conduct of the Professional Business provided that each shall be subject to the terms of this Insurance to the extent such terms can apply
A) any partner director or Member or former partner director or Member of the Insured or if deceased incapacitated insolvent or bankrupt the legal representatives thereof in respect of liability at law incurred by such partner director or Member or former partner director or Member
B) at the Insured's request any Employee or if deceased incapacitated insolvent or bankrupt the legal representatives thereof in respect of liability at law incurred by such Employee
- 13 Insured's Contribution means
the amount for which the Insured is responsible under Insurance Clauses 1 2 3 and 4A (Liability at law for Breach of professional duty Dishonesty Libel and slander and Loss of or Damage to Documents) in respect of any one Claim

All Claims attributable to the same act error or omission or series of acts errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one Claim
- 14 Insurer means Chapman & Stacey Ltd on behalf of International General Insurance Company (UK) Limited
- 15 Member means
a member of a limited liability partnership as defined under the Limited Liability Partnership Act 2000
- 16 Microchip means
a unit of packaged computer circuitry manufactured in small-scale and made for program logic or computer memory purposes and expressly including integrated circuits and microcontrollers
- 17 North America means

the United States of America and Canada and in each case its territories and possessions and any state or political Sub-division thereof

- 18 North American Claim means
each and every Claim brought against the Insured in North America or which is instituted or pursued before an arbitrator or tribunal or in courts in North America (Whether for enforcement of judgement or otherwise) or in which it is contended that the laws of any country state or political subdivision in North America should apply
- 19 Predecessors means
any person practice or other firm to which the insured has succeeded
- 20 Professional Business means
professional services undertaken by or on behalf of the Insured or the Predecessors in connection with the Business defined in the Schedule
- 21 Proposal means
the proposal form or Statement of Fact and any declaration completed in respect of this Insurance including any renewal declaration and any information supplied by or on behalf of the Insured in addition to or in substitution for these documents
- 22 Statement of Fact means
the document which provides details of
A) the Insured and all material information relevant to this Insurance
B) assumptions made by the Insurer about material information If this information or these assumptions are incorrect the Insured must inform the Insurer as soon as possible
- 23 System includes
Computers other computing and electronic equipment linked to computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation and included for the avoidance of doubt any computer installation.
- 24 Terrorism means
an act of any person acting on behalf of or in connection with any individual or organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any government whether legally established or not
- 25 Virus means
Programming code or series of instructions designed to achieve an unexpected unauthorised or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not
- 26 War Risks means
war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

Interpretation

In this Insurance

- 1 the singular includes the plural and vice versa
- 2 the male gender includes the female and neutral genders
- 3 references to any Act or law include any rule order regulation or other similar instrument made thereunder and shall include any amendment replacement consolidation or re-enactment of such Act or law
- 4 any legal references within this Insurance shall include any equivalent legal provision in the jurisdiction of ordinary residence of the Insured or location of the risk insured provided that such jurisdiction falls within the territorial scope of this Insurance
- 5 the use of headings and sub-headings is for ease of reference only and is not intended to be construed as an aid to interpretation
- 6 any sentence commencing with the terms “including” or “includes” or any similar expression is intended to be construed as illustrative and not as exhaustive

Insurance Clauses

The Insurer will indemnify the Insured against liability at law for damages and claimant’s costs and expenses in respect of Claims arising out of the conduct of the Professional Business first made against the Insured and notified to the Insurer during the Period of Insurance for

- 1 **Breach of professional duty**
by reason of any neglect error or omission occurring or committed in good faith by
 - A) the Insured
 - B) any Employee
 - C) any Agent
 - D) the Predecessors
 - E) any other person firm or company acting jointly with the Insured
- 2 **Dishonesty**
arising out of any dishonest or fraudulent act or omission on the part of any partner Member former partner Member or principal of the Insured or any Agent or Employee or the Predecessors
- 3 **Libel and slander**
committed by any partner Member former partner Member or principal of the Insured or any Agent or Employee or the Predecessors
In addition the following Insurance will be provided

4 Loss of or damage to Documents

The Insurer will in the event of loss of or damage to Documents occurring in the conduct of the Professional Business and advised to the Insurer during the Period of Insurance indemnify the Insured in respect of

- A) all sums which the Insured shall become liable at law to pay in consequence of such loss or damage
- B) all costs and expenses reasonably incurred by the Insured in replacing or restoring such Documents up to a maximum of £250,000 during the Period of Insurance

Provided that

- 1) such loss or damage is sustained while the Documents are either in transit or in the custody of the Insured or of any person to whom the Insured has entrusted them
- 2) where Documents are in electronic format the Insured can demonstrate to the reasonable satisfaction of the Insurer that the Insured had in place sufficient and proper procedures for the security and the daily back-up of Documents
- 3) the Insurer shall not be liable for any costs or expenses in respect of loss of or damage to Documents arising directly or indirectly from
 - A) the transmission or impact of any Virus
 - B) unauthorised access to a System

5 Financial Ombudsman Service Awards

The Insurer will indemnify the Insured in accordance with the recommendation of the Financial Ombudsman Service in respect of

- A) any amount paid or payable
- B) any Defence Costs incurred in taking any steps which the Insured is directed to take by the Ombudsman in relation to a claimant

to the same extent as the Insurer is obliged to indemnify the Insured in respect of any liability at law covered under Insurance Clauses 1 2 3 or 4

6 Defence Costs

The Insurer will in addition pay Defence Costs which are incurred by the Insurer or by the Insured with the Insurer's written consent provided that the Insurer's liability for Defence Costs in relation to any Claim disposed of for an amount which exceeds the available Limit of Indemnity shall be limited to the proportion that the available Limit of Indemnity bears to the amount payable to dispose of such Claim

7 Compensation for Court Attendance

In the event of

- A) the legal advisers acting on behalf of the Insured with the consent of the Insurer requiring any principal partner Member director or Employee of the Insured to attend any court tribunal arbitration adjudication mediation or other hearing as a witness or
- B) the Insurer requesting the attendance of any principal partner Member director or Employee as an interested party at any mediation in connection with a Claim made against the Insured and notified under this Insurance the Insurer will provide compensation to the Insured at the following rates for each day on which attendance is required
 - A) Any principal partner Member or director of the Insured £500
 - B) Any Employee £250

Limits of Indemnity

- 1 The liability of the Insurer shall not exceed the Limit of Indemnity specified in the Schedule
- 2 Where the Insurer is liable to indemnify more than one person firm company or body the total amount of indemnity payable under this Insurance shall not exceed the Limit of Indemnity
- 3 All Claims attributable to the same act error or omission or series of acts errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one Claim

Exclusions

The Insurer shall not be liable in respect of

- 1 **Asbestos Risks**
any liability based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving Asbestos Risks
- 2 **Bodily Injury to Employees**
any liability arising out of Bodily Injury to an Employee arising out of and in the course of his employment for or on behalf of the Insured
- 3 **Bodily Injury to Others or Damage to Property**
any liability arising out of Bodily Injury to any other person or loss of or damage to property unless arising out of advice design specification or omission to perform a professional duty
- 4 **Contractual Liabilities and Guarantees**
any Claim arising from any contractual agreement in respect of
 - A) any express guarantee given by the Insured or
 - B) any express contractual penalty made between the Insured and a third party or
 - C) any acceptance by the Insured of liability for liquidated damagesin so far as liability assumed by the Insured exceeds the amount of the Insured's liability in the absence of such agreement
- 5 **Controlling Interest**
any Claim made against the Insured by
 - A) any entity in which the Insured or any partner Member or director or any combination of partners Members or directors of the Insured exercises or has exercised a controlling interest
 - B) any entity exercising a controlling interest over the Insured by virtue of their having a financial or executive interest in the operation of the Insuredunless such Claim emanates from an independent third party
- 6 **Directors' and Officers' Liability**
any Claim against any Insured in their capacity as a director officer or trustee in respect of the performance or non-performance of their duties as a director officer or trustee

- 7 Dishonesty**
any dishonest or fraudulent act or omission committed by any person after there is reasonable cause for suspicion of fraud or dishonesty in relation to such person
- Furthermore no indemnity shall be given to any person committing condoning or knowingly participating in any way in any act or omission of a fraudulent or dishonest nature
- 8 Employment**
any Claim arising from any liability to any Employee former employee or prospective employee in respect of employment related libel slander humiliation or defamation wrongful dismissal repudiation or breach of any employment contract or arrangement termination of a training contract or contract of apprenticeship harassment discrimination or like conduct
- 9 Financial Services**
any Claim arising from
A) failure to provide finance or
B) provision of financial or investment advice
- 10 Fines Penalties and Punitive Damages etc.**
any fines penalties punitive exemplary or aggravated damages where such damages have been identified separately within any award of a court or the multiple portion of any multiplied damage award
- 11 Goods and Services**
A) any Claim arising out of the supply of any goods by or on behalf of the Insured or products manufactured constructed altered repaired treated sold supplied or distributed by or on behalf of the Insured However this Exclusion Shall not apply to general insurance products supplied in the course of the Professional Business
B) any Claim brought by any supplier or prospective supplier arising from or in connection with the actual or prospective supply to or use by the Insured of goods or services
- 12 Insolvency**
any Claim arising out of or relating to the insolvency or bankruptcy of the Insured or any Agent of the Insured or any insurance company
- Provided that this Exclusion shall not apply to any Claim
A) in respect of monies held by the Insured on behalf of third parties or
B) for which the Insured would otherwise be indemnified by this Insurance but for the insolvency or bankruptcy of the Insured
- 13 Insured's Contribution**
the Insured's Contribution
- 14 North American Jurisdiction and Operations**
A) damages or other monetary awards judgments or negotiated settlements claimant's costs and expenses and Defence Costs connected with or arising out of any North American Claim
B) the enforcement upholding or registration against the Insured by any arbitrator tribunal or court outside North America of any damages or other monetary awards judgments or negotiated settlements claimant's costs and expenses and Defence Costs connected with or arising out of any North American Claim
C) the operations of the Insured or any principal partner Member director Employee agent branch subsidiary or parent company of the Insured in North America

- 15 Nuclear**
loss or destruction of or damage to any property whatsoever or any loss or expense of whatsoever nature resulting or arising therefrom or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 16 Pension and Benefit Schemes**
any Claim arising from any plan programme or scheme providing benefits to the Insured or any Employees
- 17 Pollution**
any Claim or Claims based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving seepage pollution or contamination of any kind
- 18 Previous Claims or Circumstances**
- A) the consequence of any circumstance
 - 1) notified under any insurance which was in force prior to the inception of this Insurance
 - 2) known to the Insured or which should have been known to the Insured at the inception of this Insurance which may reasonably be expected to produce a Claim
 - B) any Claim made against the Insured prior to the Period of Insurance
- 19 Retroactive Date**
any claim or loss otherwise eligible for indemnity under this Insurance where the cause of such Claim or loss occurred or was alleged to have occurred prior to any Retroactive Date specified in the Schedule
- 20 Spite or Reckless Behaviour**
any Claim arising from personal spite or ill will towards any claimant or arising from reckless behaviour
- 21 Trading Losses**
any Claim arising out of or in connection with any trading losses or liabilities incurred by the Insured or any business managed by or carried on by the Insured
- 22 Transportation or Property**
the ownership use occupation or leasing of mobile or immobile goods or property by or on behalf of the Insured
- 23 War and Terrorism**
any Claim arising directly or indirectly out of War Risks or Terrorism

General Conditions

1 Other Insurance

If at the time any claim arises under this Insurance the Insured is or would but for the existence of this Insurance be entitled to indemnity under any other policy or policies the Insurer shall not be liable except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Insurance not been effected

2 Choice of Law

Under the laws of the United Kingdom (England Scotland Wales and Northern Ireland) both parties may choose the law which applies to this contract to the extent permitted by those laws Unless the parties agree otherwise in writing the Insurer has agreed with the Insured that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Insured is based or if the Insured is based in the Channel Islands or the Isle of Man the law of whichever of those two places in which the Insured is based

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Insured is based or if the Insured is based in either the Channel Islands or the Isle of Man the courts of whichever of those two places in which the Insured is based

3 Rights of Third Parties

A person who is not a party to this Insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act

4 Consumer Credit Termination Clause

The Insurer reserves the right to terminate the Policy in the event that there is a default in instalment payments under any linked loan agreement

5 Cancellation in event of rejection or withdrawal of Part IV Permission

- A) In the event that the Financial Services Authority rejects the Insured's application for a Part IV permission in respect of their mediation activities of general insurance products this policy shall be cancelled upon the date of notification to the Insured of such rejection
- B) In the event that the Financial Services Authority withdraws the Insured's Part IV permission in respect of their mediation activities of general insurance products this policy shall be cancelled upon the date the Financial Services Authority communicates such a decision to the Insured
- C) It is a requirement of this Insurance that the Insured shall give written notice to the Insurer of the events described in A) or B) above as soon as reasonably possible after becoming aware of such events

6 Return of Premium in the event of Cancellation under Condition 5

In the event of cancellation of this Insurance by reason of Condition 5 the Premium shall be adjusted on the basis of the Insurer receiving or retaining a proportionate amount of the Premium for the Period of Insurance up to the date of cancellation Provided that if any Claim circumstance or Financial Ombudsman Service complaint has been notified to the Insurer the Insurer shall be entitled to the entire Premium stated in the schedule and no refund will be due to the Insured

7 Premium Payment Warranty

The premium in respect of this Policy is to be paid to the placing broker within 60 days of the inception date or renewal of the Policy as a condition precedent to the Insurer's liability under this Policy

In the event that payment is not made within this period then the Insurer may at its sole discretion, without being liable to the Insured for any loss arising out of the exercise of that discretion, give notice to the Insured or the placing broker of cancellation and all cover under this Policy shall automatically be cancelled ab initio from the beginning of the period and be deemed to have never been in effect

Upon the cancellation of the insurance the Insured shall forthwith deliver to the placing broker the Policy document or any other such document or evidence confirming the existence of this Policy for onward transmission to the Insurer and shall immediately communicate the cancellation of the insurance to any person who had been notified of its existence

The late acceptance of the premium after the 60 days specified above shall not reinstate the Policy unless expressly agreed by the Insurer in writing and then only on such terms as shall be determined by the Insurer

8 SANCTION LIMITATION AND EXCLUSION CLAUSE

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Claims Conditions

1 Claims Notification

If during the Period of Insurance the Insured receives any Claim the Insured shall give written notice of such Claim to Insurers Representative as soon as reasonably possible All Claims must be notified to Insurers Representative prior to the expiry of the Period of Insurance

If during the Period of Insurance the Insured becomes aware of any circumstance which may reasonably be expected to produce a Claim against the Insured the Insured shall give written notice of such circumstance to Insurers Representative as soon as reasonably possible irrespective of either the Insured's views as to whether such Claim will succeed or as to whether the amount of the Claim will exceed the Insured's Contribution All circumstances must be notified to Insurers Representative prior to the expiry of the Period of Insurance Any Claim arising from any circumstance notified to Insurers Representative in accordance with this Condition shall be deemed to have been made in the Period of Insurance

2 Notification of Reviews by the Financial Ombudsman Service

The Insured shall as a condition precedent to its right to indemnity under Insurance Clause 5 (Financial Ombudsman Service Awards) give notice to Insurers Representative in writing within ten working days of it becoming aware that the Financial Ombudsman Service is or will be reviewing a case directly affecting the Insured

The Insurer will have no liability under Insurance Clause 5 in respect of any matter which the Insured does not notify to Insurers Representative in accordance with the requirements of this Condition

3 Supporting Documentation and Admissions

All documents supporting any Claim shall be forwarded to the Insurers Representative immediately on receipt No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of Insurers Representative or

the Insurer

4 Conduct of Claims

The Insured shall give all such assistance as Insurers Representative or the Insurer may require Insurers Representative or the Insurer shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any Claim or to prosecute or bring proceedings in the name of the Insured for its own benefit any Claim and shall have full discretion in the conduct of any proceedings and in the settlement of any Claim

5 Queen's Counsel Clause

The Insured shall not be required to contest any legal proceedings unless a Queen's Counsel (or by mutual agreement between the Insured and the Insurer a similar authority) shall advise that such proceedings could be contested with the probability of success

6 Disposal of Claims

In connection with any Claim against the Insured the Insurer may at any time pay to the Insured the Limit of Indemnity (after deduction of any sums already paid as damages or claimant's costs and expenses in respect of such Claim) or any less amount for which such Claim can be settled and thereupon the Insurer shall relinquish the control of such Claim and be under no further liability in connection therewith except for Defence Costs for which the Insurer may be responsible under this Insurance in respect of matters prior to the date of such payment

7 Dishonesty and Fraud

In respect of any claim made in accordance with this policy arising out of any dishonest or fraudulent act or omission

- A) the Insured must immediately take all reasonable steps to prevent further loss
- B) if the Insurer so requests the Insured shall take all reasonable steps to effect recovery from the person committing or condoning or knowingly participating in such dishonest or fraudulent act or omission or from the personal representatives of such person
- C) any monies recovered following action as described in B) above will be deducted from any amount payable under this Insurance

Renewal Procedure

Prior to expiry of the Period of Insurance each year the Insurer may request the Insured to complete a renewal declaration form

The renewal premium (and if applicable any adjustment of premium for the past year) will be calculated on the information provided by the Insured

Renewal will not be invited unless a satisfactory declaration is received by the Insurer when requested prior to expiry of the Period of Insurance Failure to submit a renewal declaration form prior to expiry of the Period of Insurance will cause this Insurance to be lapsed from the expiry date

Complaints Procedure and Regulatory Information

If you have a Complaint which relates to either Your Policy or to a claim which you have submitted under Your policy then please raise this in the first instance with Your broker who will aim to resolve Your concerns by close of the next business day.

If Your broker is unable to deal with your concerns the matter will be forwarded onto Your Insurer via your Insurance provider, who is:-.

Chapman & Stacey Ltd
3 Sydney Road
Haywards Heath
West Sussex
RH16 1QH

Or via email at mail@chapmanandstacey.co.uk

Whilst reviewing your complaint Your Insurer will:

- Acknowledge Your complaint promptly
- Investigate Your complaint quickly and thoroughly
- Keep You informed of the progress of your complaint
- Do everything possible to resolve Your complaint

Your Insurer is obliged to provide You with a written offer of resolution within 8 weeks of the date Your complaint was received.

If You are unhappy with the final decision made by Your Insurer , You may be eligible to refer Your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints.

The FOS can be contacted at the following address:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR

Telephone: 0800 0234567 (for landline users)
Telephone:0300 1239123 (for mobile users)
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

You have six months from the date of the final response from Your Insurer to refer Your complaint(s) to the FOS. This does not affect Your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

DATA PROTECTION ACT 1998

It is understood by the Insured that any information provided to the Insurers regarding the Insured will be processed by the Insurers, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.