

HOME
INSURANCE
LEGAL
SERVICES

Your Policy Wording
Please keep this safe

MORE TH>N[®]

HOME INSURANCE

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ONCE REGISTERED, MAKE A NOTE OF YOUR USERNAME AND PASSWORD HERE

USERNAME

PASSWORD

24 HOUR LEGAL HELP AT YOUR FINGERTIPS

Welcome to MORE TH>N Legal Services, an extra part of your home insurance. Now if you and your family don't know where you stand on any legal matter, you can call immediately for confidential advice from professionals with years of experience in law.

A COMPREHENSIVE LEGAL PACKAGE FOR YOU AND YOUR FAMILY

Now you don't have to worry about the cost, time and complication of being involved in any legal issues.

As part of your home insurance, you should have up to £50,000 of cover for legal expenses and access to a user-friendly range of services to help solve problems and put your mind at ease.

MORE TH>N is not just about insurance for legal problems. Do you have a legal question? Phone us for free, we are open 7 days a week 24 hours a day and we'll do our best to answer it. Need to write a Will, Lasting Powers of Attorney, or complain about faulty goods? Use our simple online document service to create quality legal documents tailored to your circumstances. With a range of over 150 services to choose from, we are here to save you time and money.

The legal advice line can help you with almost anything, including:

- > PROPERTY DISPUTES
- > ACCIDENTS AND PERSONAL INJURY
- > DISPUTES WITH A NEIGHBOUR
- > EMPLOYMENT LAW
- > CONSUMER RIGHTS

These are just a few of the issues that MORE TH>N Legal Services online document preparation service can help you with:

- > WILLS
- > IDENTITY THEFT
- > TENANCY AGREEMENTS
- > LASTING POWERS OF ATTORNEY
- > PRE-NUPTIAL AGREEMENTS
- > COHABITATION AGREEMENTS

START USING MORE TH>N LEGAL SERVICES

To register as a first-time user, simply follow these easy steps:

1. Go to morethan.com/legalservices
2. Enter your policy number, email address and choose a password
3. Review then accept the terms of use and select 'Register'

You can immediately learn about your legal rights and access our online document service to quickly prepare professional legal documentation including Wills, Lasting Powers of Attorney and identity theft. In fact, you can choose from over 150 online documents each designed to deal with your specific need.

THREE WAYS TO GET THE LEGAL HELP YOU NEED

You never quite know when you or your family might need legal help.

But with MORE TH>N Legal Services there's no need to spend time worrying unnecessarily. With our three specific services, it's easy to find the legal advice and help you need to reach a solution.

1. LEGAL EXPENSES COVER

MORE TH>N Legal Services provides you, and members of your family living with you, with legal expenses cover of up to £50,000 for:

- > PERSONAL INJURY
- > RESIDENTIAL MATTERS
- > TAX RELATED ISSUES
- > CONSUMER PROTECTION
- > EMPLOYMENT CONCERNS

2. ROUND THE CLOCK LEGAL ADVICE LINE

0800 300 688. Lines open all day, every day.

Whenever you have a legal concern, simply call our advice line and speak to a lawyer.

In many cases, the experts may be able to clear things up quickly. Or, if you do need to make a claim, they will guide you through the steps you need to take.

Whatever action they advise, MORE TH>N Legal Services will always be working with you, and will keep you up to date with progress until the situation is resolved.

3. ONLINE LEGAL DOCUMENTS

morethan.com/legalservices

Here you have free access to the 150 legally binding documents and letters covering everything from making a Will to contesting a parking ticket.

All our legal documents are interactive and will ask you a series of easy to answer questions. As you answer each question the document prepares itself taking into account your individual situation. Once you have finished answering all the questions, you can select to send the document for legal review by secure email link. The legal team will check and approve the document ensuring it is legally correct for you before returning the document ready for you to print.

All this is yours for no additional cost and you can use it as many times as you like. So why not give it a go now?

WORDS WITH SPECIAL MEANINGS

This part of the policy sets out the words which have special meanings. Each word is listed with the meaning explained, and is printed in **bold** type wherever it appears in this policy.

WORD(S)	MEANING(S)
Any one claim	All legal proceedings, including appeals, arising from or relating to the same original cause or event.
Arbitration	A meeting held in private to settle a dispute about the policy. This is less formal than a court hearing.
Court	A court or other appropriate authority.
Disbursements	Money that your solicitor has spent on your behalf in dealing with your case. These amounts are different from your solicitor's own fees and will be shown as a separate item on your solicitor's bill.
Document Service	Epoq Legal Ltd which provides the online document service Registered Address: Epoq Legal Ltd Middlesex House 29-45 High Street Edgware Middlesex HA8 7UU
Expert Witness	A person who has a special skill or technical or professional knowledge (for example, a doctor or a surveyor) and whose opinion can be given as evidence in court.
Full enquiry	Action taken by the Inland Revenue following a Notice issued under Section 9A of the Taxes Management Act 1970 saying they plan to carry out a 'Special Compliance Office Investigation' or a 'Local Tax Office Enquiry' which involves examining and considering all areas of your tax affairs in detail.
Goods	Items you own or for which you are legally responsible, except motorised vehicles or parts of them, land, buildings or items used for business purposes.
Insurance Period	The period shown on your schedule and any further period for which you have paid or have agreed to pay and we have accepted or have agreed to accept your premium.
Insurer	Royal & Sun Alliance Insurance plc.

WORD(S)	MEANING(S)
Legal expenses	Your representative's fees, costs and disbursements which we have agreed or the costs of any other people involved in the legal proceedings if you have to pay those costs. This includes costs following an 'out-of-court' settlement to which we have agreed. This does not include any damages, fines or penalties you have to pay.
Legal proceedings	Legal action in a civil court to protect your rights in a dispute.
Partner	A person you have a continuous relationship with and who lives with you at the insured property.
Representative	The solicitor or other suitably qualified person appointed to act for you.
Territorial limits	Great Britain and Northern Ireland, all other countries in the European Union, the Isle of Man, the Channel Islands, Andorra, Egypt, Gibraltar, Iceland, Israel, Liechtenstein, Monaco, Morocco, Norway, San Marino, Switzerland, Tunisia, Turkey, Vatican City and islands in the Mediterranean.
We, us, our	Arc Legal Assistance Ltd, a third party provider approved by Royal & Sun Alliance Insurance plc., which handles claims on behalf of the insurer. You can contact Arc Legal Assistance Ltd at: T: 0800 300 688 E: claims@arclegal.co.uk
You, your	The person named as policy holder on your schedule, your husband, wife, partner , children, parents and relatives who all normally live with you at the insured property.

> PERSONAL INJURY

THE COVER

WHAT IS COVERED	WHAT IS NOT COVERED
<p>If MORE THAN Legal Services is shown on your schedule, we provide the following cover for legal expenses up to the sum insured shown on your schedule in total for any one claim.</p> <p>The cause of the action must happen within the territorial limits and during the insurance period. The legal proceedings must be taken or defended in the territorial limits.</p> <p>You must have told us about the claim within six months of the cause of action arising. We must have given our agreement to support your claim.</p>	<p>Anything that is excluded on pages 13/14 of this booklet.</p>

WHAT IS COVERED	WHAT IS NOT COVERED
<p>A. PERSONAL INJURY</p> <p>The cost of you taking legal proceedings against another person or organisation as a result of an event which causes your death, or bodily injury.</p>	<ul style="list-style-type: none">• Defending civil legal proceedings that are connected with:<ul style="list-style-type: none">– death, disease or illness of or bodily injury to anyone;or– loss or destruction of, or damage to, any property (this includes property which cannot be used because of the loss, destruction or damage).• Any claim to do with your use of a motor vehicle, its parts or accessories (except a claim against another person or organisation for your death or bodily injury which happened while you were a passenger in a motor vehicle).• Any claim where the amount in dispute is less than £250.

THE COVER (CONTINUED)

WHAT IS COVERED	WHAT IS NOT COVERED
<p>B. CONSUMER PROTECTION</p> <ol style="list-style-type: none">1. The cost of you taking legal proceedings against another person or organisation as a result of:<ol style="list-style-type: none">a. a dispute over a contract for buying, selling or renting goods or services;b. a person or organisation breaking the requirements of Part II, section 13 of the Data Protection Act 1998; and where breaking those requirements results in you losing money.2. The cost of defending a legal action brought against you as a result of a dispute over a contract for buying, selling or renting goods or services.	<ul style="list-style-type: none">• Anything that is excluded on pages 13/14 of this booklet.• Any dispute over a contract that arises less than 90 days after the insurance first started, unless the dispute is to do with a contract which started after you took out the insurance.• Any matter connected with a money-making activity.• Anything to do with building, converting, extending, altering, renovating or demolishing your home (this does not apply to common home improvements such as installing double-glazing or replacing kitchens or bathrooms).• Any dispute connected with letting, subletting or allowing another person to live in your home.• Anything to do with a motor vehicle, its parts or accessories.• Any claim where the amount in dispute is less than £250.• Any matter connected with any freehold or leasehold property which you own and is not your permanent residence.

THE COVER (CONTINUED)

WHAT IS COVERED	WHAT IS NOT COVERED
<p>C. RESIDENTIAL</p> <ol style="list-style-type: none">1. The cost of you taking legal proceedings against another person or organisation as a result of:<ol style="list-style-type: none">a. a person or organisation interfering with your legal rights relating to your home (you must be legally entitled to live in the home);b. a dispute over a contract in your name to buy or sell your home or former home or to rent your home as a tenant; orc. an event which causes loss of or damage to your home.2. The cost of defending legal action brought against you as a result of:<ol style="list-style-type: none">a. you allegedly interfering with another person's legal rights in connection with you owning or living in your home (you must be legally entitled to live in the home).b. a dispute over a contract in your name to buy or sell your home or former home or to rent your home as a tenant.	<ul style="list-style-type: none">• Anything that is excluded on pages 13/14 of this booklet.• An event that happens less than 90 days after the insurance first started.• Any legal proceedings over loss or damage covered under a more specific insurance policy.• Anything to do with building, converting, extending, altering, renovating or demolishing your home (this does not apply to common home improvements such as installing double-glazing, replacement kitchens or bathrooms).• Any dispute about letting, subletting or allowing another person to live in your home.• Legal proceedings between you and a government department or a local authority, unless you could lose money if your case is not successful.• Any matter connected with a money-making activity.• Any event which occurs outside the United Kingdom, the Isle of Man or the Channel Islands.• Any matter connected with any freehold or leasehold property which you own and is not your permanent residence.

THE COVER (CONTINUED)

WHAT IS COVERED	WHAT IS NOT COVERED
<p>D. EMPLOYMENT</p> <ol style="list-style-type: none"> 1. The cost of you taking legal proceedings against your employer over your contract of employment. As soon as you knew of the dispute, you must have taken and followed legal advice from us. 2. The cost of defending legal action brought against you in the territorial limits as a result of prosecution which results from your normal duties as an employee. This includes civil proceedings under the Race Relations Act 1976, the Sex Discrimination Act 1986, the Disability Discrimination Act 1995, the Data Protection Act 1998 or any Acts which replace or change these. 	<ul style="list-style-type: none"> • Anything that is excluded on pages 13/14 of this booklet. • A dispute with your employer or legal action brought against you less than 90 days after the insurance first started. • Any matter connected with a money-making activity other than a dispute with your employer over your contract of employment. • Defending any motoring prosecutions. • Defending civil legal proceedings that are connected with your duties as a member of a profession or your duties as a director or officer of any company.

THE COVER (CONTINUED)

WHAT IS COVERED

E. TAX

The cost of **your representative** acting for **you** in a **full enquiry** by the Inland Revenue into **your** income and records to decide how much tax **you** have to pay under the following sections of the Taxes Act 1988.

1. Section 19, Schedule E of the Taxes Act 1988 on:
 - **your** wages or salary; and
 - **your** pension.
2. Section 18, Schedule D of the Taxes Act 1988 where it relates to income **you** have received on:
 - investments in the UK;
 - and
 - investments overseas in securities listed on a recognised national or international stock exchange. This cannot be **your** main source of income.

WHAT IS NOT COVERED

- Anything that is excluded on pages 13/14 of this policy.
- Any tax, interest or penalties **you** may have to pay to the Inland Revenue.
- Any case where **you** or **your** tax advisor have not taken every reasonable care to act according to tax legislation.
- Anything to do with a tax return which **you** sent to the Inland Revenue and which arrived after the legal deadline.
- An enquiry by the Inland Revenue which is only concerned with one or more specific areas of **your** tax return and which is not considered by the Inland Revenue to be a **full enquiry**.
- Any change in an Inland Revenue investigation or enquiry when it becomes clear that they suspect serious fraud.
- Any income **you** have earned as a self-employed person.
- Any matter connected with a money-making activity (other than **your** contract of employment or a normal private investment) or personal liability including:
 - **your** business, trade or profession;
 - a personal venture for gain;
 - a share in a partnership or a joint venture for gain;
 - an investment which is not listed on a recognised national or international stock exchange; or
 - a personal guarantee or indemnity.
- Any money which the insurer has already paid if **you** later withdraw, without **our** agreement, from the defence of a **full enquiry** by the Inland Revenue.
- Any money which has to be paid because **you** withdraw without **our** agreement from the defence of a **full enquiry** by the Inland Revenue.
- Any matter connected with any freehold or leasehold property which **you** own and is not **your** permanent residence.

THE COVER (CONTINUED)

WHAT IS COVERED	WHAT IS NOT COVERED
<p>F. REVERSE LIABILITY If your policy includes Reverse Liability cover under the Legal Expenses section, the following wording will apply: The company will pay any sum, including interest, awarded to you in a court of law in the United Kingdom, Isle of Man or the Channel Islands, and which has not been paid to you or your representative within three months of the date of the judgement. The sum will be paid provided that cover under your Contents policy headed either “The insured is indemnified against liability at law” or “Third Party Liability” would have covered the award if you had to pay it to another person.</p> <p>Claims settlement The maximum amount payable in respect of any one incident is £1,000,000.</p>	<ul style="list-style-type: none"> • A sum awarded to you if the judgement of the court is subject to an appeal. • Any court award arising from a claim which was not notified to us before you began legal proceedings. • Any claim where you unreasonably refuse to join any person whom we specify as a defendant in legal proceedings. • Any event, dispute or cause of action that first happened or started before this insurance was taken out.

GENERAL EXCLUSIONS

1. Any claim where there is not a reasonable chance of **you** winning the case and achieving a reasonable outcome.
2. Any event, dispute or cause of action that first happened or started before **you** took out this insurance.
3. An event which **you** report to **us** more than six months after it happened.
4. **Legal expenses** which apply to the period before **we** have agreed in writing to support **your** claim.
5. **Legal proceedings** where a reasonable estimate of **your** total **legal expenses** is greater than the amount in dispute.
6. Any **legal expenses** **you** could claim under any other insurance.
7. Any **legal proceedings** over loss or damage covered under a specific insurance policy.
8. A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.
9. Defending civil **legal proceedings** that are connected with:
 - death, disease or illness of or bodily injury to anyone;
 - **your** duties as a member of a profession or **your** duties as a director or officer of any company;
 - the loss of, destruction of or damage to any property. (This includes property which cannot be used because of the loss, destruction or damage).
10. Any **legal proceedings** between any members of **your** family. (This does not apply to accidents involving motor vehicles).
11. Any **legal proceedings** between **you** and **your** husband, wife or **partner** or former husband, wife or **partner**. This includes **legal proceedings** relating to custody, access or maintenance.
12. Defending any criminal proceedings or **legal proceedings** arising from anything **you** did deliberately or recklessly.
13. Any dispute with **us** or the **insurer** that is not dealt with under the **arbitration** condition below.
14. Any direct or indirect liability, loss or damage caused:
 - to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or
 - by computer viruses.

This does not apply to **legal expenses** connected with claiming compensation following **your** death or bodily injury.
15. Any claim or expense of any kind caused directly or indirectly by:
 - ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.
16. Any loss or damage caused by any sort of war, invasion or revolution.
17. Any loss or damage by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.
18. Terrorism
Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism.

For the purpose of this exclusion, “terrorism” means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

CONDITIONS

You must comply with the policy conditions set out in your Home Insurance policy booklet as part of this legal expenses contract. You must also keep to the conditions on this page and the following pages.

1. Preventing legal proceedings

You must take all reasonable measures to prevent or avoid being involved in legal proceedings and keep the cost as low as possible. The Legal Advice line is available 24 hours a day 7 days a week, to provide you with free and confidential advice.

2. Arbitration

If there is a dispute between you and us or the insurer about this section of the policy, it can be taken to an independent arbitrator. The arbitrator will be a solicitor or barrister you and we agree to. If we cannot agree with you on an arbitrator, the President of the Law Society (or similar organisation within the appropriate territorial limits) will choose an arbitrator.

The side that loses the arbitration will pay all the costs of the arbitration. If the decision is not totally in favour of one side, the arbitrator will decide who pays the costs. If you lose, the policy will not cover these costs.

You can still use the complaints procedure shown on page 18.

FINANCIAL SANCTIONS

We shall not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy to the extent that the provision of such cover, indemnity, payment or other benefit would expose us 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, United States or other country of policy issue.

If any such resolution, sanction, law or regulation takes effect during the insurance period we may cancel this policy immediately by giving you written notice at your last known address.

CLAIMS SETTLEMENT CONDITIONS

These conditions apply when you make a legal expenses claim. You must keep to these conditions as your part of the legal expenses contract.

1. Telling us about the claim

If anything happens which might lead to a legal expenses claim, you must tell us as soon as possible by filling in a claim form that can be obtained from Arc Legal Assistance, PO BOX 8921, Colchester, CO4 5YD. You must tell us fully and truthfully in writing all the details about your claim and give us all the information that we may need. Until you have told us about the claim and we have given our written agreement, the insurer will not be responsible for any legal expenses. The insurer will not cover legal expenses involved in your representatives handling the claim before the date when we gave our written agreement. You must have told us about the claim within six months of the cause of action arising.

CLAIMS SETTLEMENT CONDITIONS (CONTINUED)

2. Giving our agreement

We will agree if all of the following apply:

- **We** think **you** have a reasonable chance of winning **your** case and achieving a reasonable outcome.
- The **legal proceedings** arise from a cause of action which is covered by this insurance. This cause of action must happen within the **territorial limits** and during the **insurance period**.
- The **legal proceedings** will be dealt with by a **court** within the **territorial limits**.
- **You** have kept to the terms and conditions of the policy and none of the exclusions listed on page 13/14 of this booklet apply.

In circumstances where **we** have chosen a **representative** to act on **your** behalf **we** will pay **legal expenses** incurred for providing the initial assessment of the claim irrespective of the prospects of success or whether the claim is covered under this policy.

Where **you** have chosen **your own representative** any **legal expenses** incurred in providing initial assessment shall only be covered where there are reasonable prospects of successfully pursuing or defending the **legal proceedings** and the claim is covered under all other terms and conditions of the policy.

The decision to grant consent will take into account the advice of **your representative** as well as that of **our own advisers**. **We** may require, at **your expense**, an opinion of Counsel on the merits of the **legal proceedings**. If the claim is subsequently admitted **your costs** in obtaining such an opinion and providing such advice will be covered under this insurance.

If, during the claim, **we** think that there is no longer a reasonable chance of **your** winning the case and achieving a reasonable outcome, **we** may not continue to support **your legal proceedings**. If **we** do not carry on with **your claim**, **we** will tell **you** why.

If **you** decide to commence or continue **legal proceedings** for which **we** have denied support under this Claims Settlement Condition and are successful, **we** will pay **legal expenses** as if **we** had given **our consent** in the first instance.

3. Choosing a representative

In the period before **Court** papers need to be issued (or have been received) **we** may refer **your case** to a suitably qualified **representative** to act on **your** behalf.

At the point where **Court** papers need to be issued (or have been received), or where there is a conflict of interest, **you** are free to choose a suitably qualified **representative**.

You will need to satisfy **us** that **your representative** has the appropriate experience and skills to handle **your claim**.

Where **we** agree to the appointment of a **representative** of **your choice**, **you** must confirm that **your representative** will not charge more than a **representative** chosen or suggested by **us** or that **you** will pay any difference between **your chosen representative's fees** and those of a **representative** chosen or suggested by **us**. **We** will not pay **your choice of representative** more than **we** would pay **our own choice of representative**.

In selecting the **representative** **you** shall have a duty to minimise the cost of **legal proceedings**. If **your choice of representative** has to undertake work to familiarise themselves with the work already undertaken on the case, **we** will not pay for this work to be done. Any **representative** **you** choose is appointed to act for **you**.

CLAIMS SETTLEMENT CONDITIONS (CONTINUED)

If **we** and **you** cannot agree whether **Court** papers need to be issued or the choice of **representative**, **you** can take the matter to an independent arbitrator. This process is set out on page 14.

4. Rights and responsibilities

You must tell **us** if an offer is made to settle the dispute. **You** must not negotiate or agree to settle the dispute without getting **our** agreement beforehand. If **you** do not accept a reasonable offer to settle the dispute, **we** may not continue to support **your** claim.

You must send **us** all bills for the **representative's** legal expenses as soon as **you** receive them. **You** must confirm to **us** that any charges **you** have to pay for the **representative** handling this dispute are acceptable and that **we** may pay the bill for **you**.

You and **your** **representative** must take every step to recover legal expenses. **You** must pay any recovered legal expenses to **your** **representative** who must then refund any legal expenses which the insurer has paid or has been asked to pay.

If the insurer pays legal expenses up to the policy limit and **you** pay more legal expenses to end **your** case, the insurer and **you** will share any legal expenses that are recovered. The insurer and **you** will each receive the same percentage as originally paid.

5. Information **your** **representative** will need from **you**

You must give **your** **representative** all the information and help he or she may need. This will include a truthful account of the facts of **your** case and any paperwork to do with **your** case. **You** owe the same obligations to **us** as to **your** **representative**.

6. What **you** and **your** **representative** must do for **us**

We must be able to contact **your** **representative**. **You** and **your** **representative** must co-operate and tell **us** about developments to do with **your** case. If **we** ask for this, **we** must be able to have access to **your** **representative's** files. This includes the truthful account of the facts of **your** case and any paperwork **you** have supplied to **your** **representative**.

If **your** **representative** wants to consult a barrister or expert witness, **we** will agree if **we** think it is reasonable. **You** must give **us** the name of the barrister or expert witness, and the reasons why **you** need one.

7. Appealing against a **court's** decision

If **you** want to appeal against a **court's** decision, **you** must give **us** **your** reasons for bringing the appeal. **We** will give **you** **our** agreement if all of the following apply:

- **You** must tell **us** that **you** want to appeal as soon as **your** right of appeal arises.
This is because strict time limits may apply.
- The appeal arises from legal proceedings to which **we** have already given **our** agreement under the terms of claims settlement condition 2 on page 15.
- **Your** appeal meets the requirements of claims settlement condition 2 in the same way as **your** initial claim for legal expenses.

8. What action **we** may take

We may take over, in **your** name, all legal action in any of the following circumstances:

- If the dispute is for an amount which is under £1,000 or if the dispute could be dealt with by the small claims court.
- If **you** take legal action against someone or defend a case without **our** agreement, or in a different way from that advised by **your** **representative**.
- If **you** do not give proper instructions to **your** **representative** or barrister in time.
- If **you** cause a delay and **your** **representative** thinks it will harm **your** case.

CLAIMS SETTLEMENT CONDITIONS (CONTINUED)

In these circumstances, **we** may carry out our own investigation and try to settle your dispute. **You** must agree to a settlement which is reasonable.

If **we** ask, **you** must tell **your representative** to get the court to tax your legal expenses, or get the Law Society to certify them according to the Solicitors Act 1974 or the Solicitors Remuneration Order 1972.

If **you** withdraw from defending a **full enquiry** by the Inland Revenue without our agreement, **we** will be entitled to recover from **you** any amounts the insurer paid during the defence.

LAW APPLICABLE

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **you** and **we** agree otherwise, **we** have agreed with **you** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **you** live, or, if **you** live in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **you** live.

We and **you** have agreed that any **legal proceedings** between **you** and **us** in connection with this contract will only take place in the **courts** of the part of the United Kingdom in which **you** live, or, if **you** live in either the Channel Islands or the Isle of Man, the **courts** of whichever of those two places in which **you** live.

OUR COMMITMENT TO CUSTOMER SERVICE

At MORE TH>N we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. We take all complaints seriously and following the steps below will help us understand your concerns and give you a fair response.

OUR PROMISE TO YOU

We will:

- Acknowledge your complaint promptly;
- Investigate your complaint quickly and thoroughly;
- Keep you informed of progress;
- Do everything possible to resolve your complaint fairly;
- Ensure you are clear on how to escalate your complaint, if necessary.

STEP 1

If your complaint relates to your Legal Expenses policy then please contact the sales and service number shown on your schedule. If your complaint relates to a Legal Expenses claim then please contact Arc Legal Assistance on the telephone number shown below.

We aim to resolve your concerns on an informal basis, within three business days. Where we have been able to, we will send you a letter confirming this. We'll also explain how you may be able to refer the matter to the Financial Ombudsman Service if you subsequently decide that you are unhappy with the outcome.

OUR COMMITMENT TO CUSTOMER SERVICE (CONTINUED)

STEP 2

In the unlikely event that we are unable to resolve your concerns through our informal complaints process, our Customer Relations Team will then review the matter on behalf of our Chief Executive. Once our Customer Relations Team have reviewed your complaint they will send you a final decision in writing within 8 weeks of the date we received your complaint. Their contact details are as follows:

Post: Arc Legal Assistance Ltd,
PO Box 8921,
Colchester,
CO4 5YD

Telephone: 0800 300 688

IF YOU ARE STILL NOT HAPPY

If you are still unhappy after our review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post: Financial Ombudsman Service
Exchange Tower
London E14 9SR

Telephone: 08000 234 567 (free from mobile phones and landlines)
0300 1239123 (costs no more than calls to 01 or 02 numbers)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

THANK YOU FOR YOUR FEEDBACK

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.

HOW WE USE YOUR INFORMATION

Your privacy is important to us and we are committed to keeping it protected. We have created this Customer Privacy Notice which will explain how we use the information we collect about you and how you can exercise your data protection rights. This Privacy Notice will help you understand the following:

WHO ARE WE?

We are Royal & Sun Alliance Insurance plc (RSA), we provide commercial and consumer insurance products and services under a number of brands, such as MORE TH>N. We also provide insurance services in partnership with other companies.

WHY DO WE COLLECT AND USE YOUR PERSONAL INFORMATION?

As an insurer, we need your personal information to understand the level of insurance cover you require. We'll use this information (e.g. your name, address, telephone number and email address) to communicate with you and if you have agreed, to send you news and offers related to our products and services.

We need to use your information to create a quote for you, allowing you to buy insurance products from us. When buying a product from us, you'll also need to provide us with details about the items you wish to be covered by the insurance (e.g. car make and model, your home).

We may need to check information you have submitted with external companies/organisations (e.g. the DVLA, the Motor Insurance Database, credit reference agencies and criminal conviction checks.) When buying certain products, sometimes we will ask for special categories of personal data (e.g. driving offences for motor insurance, medical records in case of injury).

Once you become a customer, we'll need to take your payment details to set up your cover. This could be direct debit, credit or debit card information. To service your policy, we might contact you via our website, emails, telephone calls or post. When using these services we might record additional information, such as passwords, online identifiers and call recordings.

For some of our products, we may collect information through smart sensors to assess your insurance needs (e.g. a black box installed in your vehicle when you buy a telematics driving product, which collects and uses geo-location and driving behaviour data).

If you need to claim against your insurance policy, we will need to collect information about the incident and this may be shared with other selected companies to help process the claim. If other people are involved in the incident, we may also need to collect additional information about them which can include special categories of personal data (e.g. injury and health data).

In submitting an application to us, you may provide us with equivalent or substantially similar information relating to other proposed beneficiaries under the policy. You agree that you will bring this Privacy Notice to the attention of each beneficiary at the earliest possible opportunity.

Data protection laws require us to meet certain conditions before we are allowed to use your personal information in the manner described in this Privacy Notice. To use your personal information, we will rely on one or more of the following grounds:

- **Performance of contract:** We need to use your personal information in order to provide you with the policy (which is a contract of insurance between you and us), and perform our obligations under it (such as making payments to you in respect of a claim made under the policy).

- **Consent:** In certain circumstances, we may need your consent unless authorised by law in order to use personal information about you which is classed as “special categories of personal data”. For marketing, you will always be given a choice over the use of your data.
- **Necessity to establish, exercise or defend legal claim:** If you, or we, bring a legal claim (e.g. a court action) against the other, we may use your information in either establishing our position, or defending ourselves in relation to that legal claim.
- **Compliance with a legal obligation:** Where laws or regulations may require us to use your personal information in certain ways.
- **Legitimate Interests:** We will also process your personal information where this processing is in our “legitimate interests”. When relying on this condition, we are required to carry out a balancing test of our interests in using your personal information (for example, carrying out market research), against the interests you have as a citizen and the rights you have under data protection laws. The outcome of this balancing test will determine whether we can use your personal information in the ways described in this Privacy Notice. We will always act reasonably and give full and proper consideration to your interests in carrying out this balancing test.

WHERE ELSE DO WE COLLECT INFORMATION ABOUT YOU?

Where possible, we'll collect your personal information directly from you. However, on occasion we may receive details about you from other people or companies. For example, this might happen if:

- It was given to us by someone who applied for an insurance product on your behalf (e.g. an insurance broker, a family member) where you have given them the permission to do so; or
- It was supplied to us when you purchased an insurance product or service that is provided by us in partnership with other companies; or
- It was lawfully collected from other sources (e.g. Motor Insurance Database, Claims and Underwriting Exchange or fraud prevention databases) to validate the information you have provided to us.

We request those third parties to comply with data protection laws and to be transparent about any such disclosures. If you would like some further information, please contact us.

WILL WE SHARE YOUR PERSONAL INFORMATION WITH ANYONE ELSE?

We do not disclose your information outside of RSA except:

- Where we need to check the information you gave to us before we can offer you an insurance product (e.g. reference agencies);
- Where we are required or permitted to do so by law or relevant regulatory authority (e.g. financial crime screening, fraud detection/prevention);
- Where we provide insurance services in partnership with other companies (e.g. building societies, large retailers);
- In the event that we are bought or we sell any business or assets, in which case we will disclose your personal information to the prospective buyer of such business or assets;
- As required to enforce or apply this Privacy Notice, or the contract of insurance itself;
- Within our group for administrative purposes;
- As required in order to give effect to contractual arrangements we have in place with any insurance broker and/or intermediary through which you have arranged this policy;
- With healthcare providers in the context of any relevant claim being made against your policy;
- If we appoint a third party to process and settle claims under the policy on our behalf, in which case we will make your personal information available to them for the purposes of processing and settling such claims;

- With our third party service providers (including hosting/storage providers, research agencies, technology suppliers etc.);
- With our reinsurers (and brokers of reinsurers) in connection with the normal operation of our business;

Sometimes your personal information may be sent to other parties outside of the European Economic Area (EEA) in connection with the purposes set out above. We will take all reasonable steps to ensure that your personal information is treated securely and in accordance with this Privacy Notice, and in doing so may rely on certain “transfer mechanisms” such as the EU-US Privacy Shield, and the standard contractual clauses approved by the European Commission. If you would like further information please contact us.

WHICH DECISIONS MADE ABOUT YOU WILL BE AUTOMATED?

Before we can offer you an insurance product or service, we may need to conduct the following activities, which involve automated (computer based) decision-making:

- **Pricing and Underwriting** – this process calculates the insurance risks based on the information that you have supplied. This will be used to calculate the premium you will have to pay.
- **Credit Referencing** – using the information given, calculations are performed to evaluate your credit rating. This rating will help us to evaluate your ability to pay for the quoted products and services.
- **Smart Sensor Data Analytics** – an insurance product that collects your information using smart sensors (e.g. in car black box) to calculate your insurance risk (e.g. driving score). This may then be used to determine your policy rewards (e.g. cash back for safe driving) and to calculate your policy renewal premium.
- **Automated Claims** – some small claims may qualify for automated processing, which will check the information you provide, resulting in a settlement or rejection of your claim.

The results of these automated decision-making processes may limit the products and services we can offer you. If you do not agree with the result, you have the right to request that we perform a manual reassessment using the same information that you originally provided. If you wish to do so please contact us.

FOR HOW LONG WILL WE KEEP YOUR INFORMATION?

Your personal information will be retained under one or more of the following criteria:

- Where the personal information is used to provide you with the correct insurance cover, which will be kept as long as it is required to fulfil the conditions of the insurance contract.
- Where the use of your personal information for a specific purpose is based on your consent, it will be kept for as long as we continue to have your consent (e.g. we would stop contacting you for marketing purposes once you have asked us to).
- Where, for a limited period of time, we are using some of your information to improve the products or services we provide.
- For as long as your information is required to allow us to conduct fraud and/or criminal checks and investigations.

WILL YOU BE CONTACTED FOR MARKETING PURPOSES?

If you have agreed, we might contact you by post, email, phone and text message to let you know about offers and services we think you’ll like. The messages may be personalised using information you have previously provided us.

You can ask us to stop contacting you for marketing purposes at any point.

We will only contact you for marketing purposes if we collected your information directly, except when authorised and instructed by the third-party acting on your behalf.

We may use the information which we collect about you to show you relevant advertising on third-party websites (e.g. Facebook, and Google). This could involve showing you an advertising message where through the use of cookies, we know you have browsed our products and services. If you don't want to be shown targeted advertising messages from us, you can change the advertising setting on some third-party sites and some browsers to block our adverts.

YOUR INFORMATION IS INCORRECT WHAT SHOULD YOU DO?

If you hold a product or service with us and think that the information we hold about you is incorrect or incomplete, please contact us and we will be happy to update it for you.

WHAT ARE YOUR RIGHTS OVER THE INFORMATION THAT IS HELD BY RSA?

We understand that your personal information is important to you, therefore you may request the following from us to:

1. Provide you with details about the personal information we hold about you, as well as a copy of the information itself in a commonly used format. [Request Ref: DSR 1]
2. Request your personal information be deleted where you believe it is no longer required. Please note however, we may not be able to comply with this request in full where, for example, you are still insured with us and the information is required to fulfil the conditions of the insurance contract. [Request Ref: DSR 2]
3. Request the electronic version of the personal information you have supplied to us, so it can be provided to another company. We would provide the information in a commonly used electronic format. [Request Ref: DSR 3]
4. Request to restrict the use of your information by us, under the following circumstances [Request Ref: DSR 4]:
 - a. If you believe that the information we hold about you is inaccurate, or;
 - b. If you believe that our processing activities are unlawful and you do not want your information to be deleted.
 - c. Where we no longer need to use your information for the purposes set out in this Privacy Notice, but it is required for the establishment, exercise or defence of a legal claim.
 - d. Where you have made an objection to us (in accordance with section 5 below), pending the outcome of any assessment we make regarding your objection.
5. Object to the processing of your data under the following circumstances [Request Ref: DSR 5]:
 - a. Where we believe it is in the public interest to use your information in a particular way, but you disagree.
 - b. Where we have told you we are using your data for our legitimate business interests and you believe we shouldn't be (e.g. you were in the background of a promotional video but you did not agree to be in it.)

In each case under section 5 above, we will stop using your information unless we can reasonably demonstrate legitimate grounds for continuing to use it in the manner you are objecting to.

If you would like to request any of the above, please contact us and submit a written request, including the request reference (e.g. DSR 1), as this will speed up your request. To ensure that we do not disclose your personal information to someone who is not entitled to it, when you are making the request we may ask you to provide us with:

- Your name;
- Address(es);
- Date of birth;
- Any policy IDs or reference numbers that you have along with a copy of your photo identification.

All requests are free of charge, although for requests for the provision of personal information we hold about you (DSR1) we reserve the right to charge a reasonable administrative fee where, we believe an excessive number of requests are being made. Wherever possible, we will respond within one month from receipt of the request, but if we don't, we will notify you of anticipated timelines ahead of the one month deadline.

Please note that simply submitting a request doesn't necessarily mean we will be able to fulfil it in full on every occasion – we are sometimes bound by law which can prevent us fulfilling some requests in their entirety, but when this is the case we will explain this to you in our response.

OUR PRIVACY NOTICE

If you have any queries regarding our Privacy Notice please contact us and we will be happy to discuss any query with you. Our Privacy Notice will be updated from time to time so please check it each time you submit personal information to us or renew your insurance policy.

HOW YOU CAN CONTACT US ABOUT THIS PRIVACY NOTICE?

If you have any questions or comments about this Privacy Notice please contact:

The Data Protection Officer
RSA
Bowling Mill
Dean Clough Industrial Park
Halifax
HX3 5WA

You may also email us at crt.halifax@uk.rsagroup.com.

HOW YOU CAN LODGE A COMPLAINT?

If you wish to raise a complaint on how we have handled your personal information, please send an email to crt.halifax@uk.rsagroup.com or write to us using the address provided. Our Data Protection Officer will investigate your complaint and will give you additional information about how it will be handled. We aim to respond in a reasonable time, normally 30 days.

If you are not satisfied with our response or believe we are not processing your personal information in compliance with UK Data Protection laws, you may lodge a complaint to the Information Commissioner's Office, whose contact details are;

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

LEGAL ADVICE LINE

0800 300 688

Free and confidential advice from a team of lawyers on personal or domestic legal matters when you need it, 24 hours a day, 7 days a week.

ONLINE DOCUMENTS

morethan.com/legalservices

Use our website to quickly and easily prepare professional legal documents and consumer complaint letters. There are 150 services for you to choose from, all for no extra cost.

LOST OR FORGOTTEN PASSWORD

0330 102 3650

Your password is your key to any documents you have created and stored online, so please make a note of it in this booklet and download your documents to a safe place. However, if you ever lose your password, let us know and we'll send you a new one straight away.

LEGAL EXPENSES CLAIMS HELPLINE

0800 300 688

If you think you need to make a claim, call us first on this number and we will help you from start to finish.

CUSTOMER SERVICE LINE

0330 102 3627

If your circumstances change or you have a query about your Home Insurance or MORE TH>N Legal Services, please call this number.

Lines open Monday to Friday 8am–9pm, Saturday 8am–5pm, Sunday 9am–5pm.

TECHNICAL ASSISTANCE

0330 102 3650

For technical problems with document creation.

The logo for More Than Home Insurance features a green arrow pointing to the right, containing the text "MORE TH>N" in white. Below the arrow, the words "HOME INSURANCE" are written in green.

MORE TH>N[®]

HOME INSURANCE