

Enabling Your Independence



Carers Insurance

Personal Assistants and Carers

Policy Document



Personal Assistant and Care Worker Insurance

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Personal Assistant and Care Worker Insurance

Introduction

In return for payment of **your** premium **your insurer** will provide the insurance cover detailed in this policy subject to the terms, conditions, and limitations shown below or amended in writing during the **period of insurance**.

Your policy is made up of:

- a) This document, which gives details of the insurance cover you have bought from us;
- b) The policy schedule, which contains **your** details, summarises the level of cover and the sections of this document which are included in **your** policy; and
- c) Any amendments to the insurance that either you or we have told the other about.

You should read your policy carefully to make sure that:

- a) You understand the details of the cover;
- b) The policy meets your needs; and
- c) The details in the policy schedule are correct.

You should let **us** know as soon as possible if any of these are not true.

Each section in this document is split into:

- 1. Details of what you are covered for;
- 2. Details of what you are not covered for; and
- 3. The limits of the cover provided.

Each of these only applies to the section in which it appears.

Your policy also includes general conditions that apply across the whole policy, unless stated otherwise.

We/ your insurer have tried to explain the policy as clearly as possible, however if **you** have any questions, please call Blue Badge Mobility Insurance on 01730 233 101.

Authorisation and regulation

This Carers Insurance is underwritten by Ageas Insurance Limited who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register No 202039.

MEANING OF WORDS AND TERMS

The following words or phrases have the meaning defined below whenever they appear in bold throughout this document.

Accident An unplanned, unexpected and unintentional incident that occurs at a

specific time and place during the **period of insurance**.

Care activities Any of the following:

- a) Provision of medical care including preparation and administration of prescribed medicines;
- b) Carrying out domestic activities;
- c) Support provided by **you** to help the care recipient carry out their day to day activities.

Claims Administrator Davies Group Ltd

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Accidental damage Sudden and unexpected damage, occurring at a specific time during the

period of insurance and caused by external means.

Dangerous dogA dog as defined in the Dangerous Dogs Act 1991 or the Dangerous Dogs

(Northern Ireland) Order 1991 and any subsequent changes to or

replacement of that legislation.

Insurer Ageas Insurance Limited

Period of insurance The time from the start date shown on **your** policy schedule and:

the end date shown in the policy schedule; or

the date on which you or we/your insurer cancel the policy;

whichever is earlier.

Physical injury An identifiable injury including death or clinically diagnosed illness, disease,

or sickness.

We/us/ourBlue Badge Mobility Insurance

You/your The person shown in the policy schedule as the Insured. If you die or become

incapable of managing your financial affairs, we/your Claims Administrator/

insurer will treat **your** executors as **you** for the purposes of any legal

responsibility that may arise

Expert medical practitioner A person other than **you**, a member of **your** immediate family or an

employee of yours, who is qualified as a consultant.

Loss of sight The permanent and total loss of sight that will be considered as having

occurred in both eyes if **your** name is added to the Register of Blind Persons or in one eye if the degree of sight remaining after correction is 3/60 or less on the

Snellen Scale.

Loss of limb or limbs The permanent and complete loss of a limb or limbs by physical separation at

or above the wrist or ankle or the permanent and complete loss of use of a limb or limbs that in the opinion of an **expert medical practitioner** will not be

recovered.

Loss of hearing Total **loss of hearing** in one or both ears to the extent that the hearing loss in

one or both ears is greater than 95 decibels across all frequencies using a pure tone audiogram that has lasted 52 consecutive **weeks** and that in the opinion

of an **expert medical practitioner** will not be recovered.

Week A period of seven consecutive days.

SECTION 1 - PUBLIC LIABILITY

A. What are **YOU** COVERED FOR?

- If you cause an accident which results in a physical injury to someone else or which results in accidental damage to someone else's property or if you make an error or omission whilst carrying out care activities your insurer will cover your legal responsibility including:
 - a. Compensation claimed;

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- b. Costs and expenses because of the claim.
- 2. If **you** are required to carry out **care activities** outside of the UK for a temporary period of time(up to 90 days) to an individual who normally resides in the UK the cover detailed in this section remains in place.
- 3. **Accidental damage** to property leased or rented to **you** but not including contractual liability relating to the leasing or renting of the property.
- 4. If there is a breach of Food Safety or Health and Safety at Work regulations, whilst carrying **your** care activities, that brings criminal proceedings against **you**, **your insurer** will cover **you** for:
 - a. Costs and expenses incurred in defense of those proceedings but not including fines or penalties;
 - b. Costs and expenses incurred appealing a conviction and prosecution costs awarded in connection with this, provided **you** have **our** written consent to appeal.
- 5. If someone else is carrying out **care activities** on **your** behalf with **your** agreement they will be covered as if they were **you** for the purposes of this policy provided that:
 - a. The claim would be valid if made against you;
 - b. If the claim was made against you, you would be covered under this policy
 - c. The person carrying out the **care duties** complies with all the provisions, conditions and requirements of this policy so far as they can apply
- 6. Costs and expenses incurred in relation to a claim:
 - a. At any coroner's inquest, or other inquiry in respect of death;
 - b. Through any court proceedings for any act or failure to act;
 - c. In relation to any matter for which **you** are covered under this policy.
- B. WHAT ARE YOU NOT COVERED FOR?
 - 1. If you have another insurance policy in place that provides this cover
 - 2. Any claim that is because of an accident that occurs in North America or Canada
 - 3. Any accidental damage to property in your control
 - 4. Liability for any medical advice or the administration of prescription drugs or treatment given by a professional practitioner
 - 5. **Physical injury** caused by a product supplied by **you** after it is no longer in **your** control with the exception of food and drink prepared by **you** as part of **your care activities**
 - 6. Any liability arising from the ownership of land or buildings
 - 7. Any liability arising whilst engaged in any business, profession or employment other than **care activities**
 - 8. Physical injury or accidental damage as a result of:
 - a. War, civil unrest, riots or terrorist activities;
 - b. Radioactive contamination from any nuclear materials or equipment;
 - c. Engaging in dangerous sports or pastimes;
 - d. Ownership or use of an animal other than a domestic pet;

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- e. Having or owning a dangerous dog
- f. Any defect in your home whilst care is being provided there
- 9. Any contractual liability, that is liability that is because of a contract or agreement that would not exist of the contract or agreement were not in place
- 10. Any claim resulting from a deliberate or malicious act or failure to act by **you** or any person entitled to cover under this Section
- 11. Any loss, liability or expense resulting from alleged or actual defamation by you
- 12. Any fines, penalties or punitive awards against you
- 13. If **you** are not qualified or have not received relevant training for duties undertaken as part of **your care activities**
- 14. If **you** are not resident in the UK whilst providing care with the exception of the cover detailed in section 1.A.2
- 15. Any liability arising whilst engaged in any activity other than care activities
- 16. Any liability arising whilst driving

C. WHAT ARE THE LIMITS OF THE COVER?

- Your Claims Administrator will not pay more than the limit shown on your policy schedule during the period of insurance either for a single claim or a series of claims regardless of the number of people claiming
- 2. This amount does not include any costs and expenses that **your Claims Administrator** have agreed to pay
- 3. An excess of £250 will apply to any accidental damage under A.3 of this section

SECTION 2 - PERSONAL ACCIDENT

A. What are **YOU** COVERED FOR?

- If, as a result of an accident occurring while carrying out care activities during the period of
 insurance, you suffer from one of the listed your Claims Administrator will pay the sum indicated. If
 the accident results in your death your Claims Administrator will pay the money to the executor of
 your estate
 - a. Death: £10,000
 - b. Permanent loss of or loss of use of limb, for each: £2,500
 - c. Permanent loss of or loss of use of hand, for each: £2,500
 - d. Broken arm or leg, for each: £500
 - e. Broken hand, foot or ankle, for each: £500
 - f. Broken bone not forming part of a limb, £200 (irrespective of the number of broken bones)
 - g. Permanent total loss of sight, for each eye: £1,000 or £3000 for both eyes
 - h. Permanent total **loss of hearing**, for each ear: £1,000
 - i. Permanent total loss of or loss of use of shoulder, hip, knee, ankle, wrist, for each: £1,500
 - j. Permanent total loss of or loss of use of thumb or forefinger, for each: £250
 - k. Permanent total loss of or loss of use of toe, for each: £200

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2. Your Claims Administrator will pay up to £50 for each day you spend as a hospital in-patient receiving treatment for a condition qualifying for benefit above.

B. What are **YOU** NOT COVERED FOR?

- 1. Any of the injuries listed that occur over 12 months after the accident
- 2. Any of the injuries listed that would not have occurred if **you** did not have a pre-existing medical condition
- 3. Any of the injuries listed that were as a result of an **accident** caused by a pre-existing medical condition
- 4. Any loss of earnings as a result of any injury or sickness
- 5. Any of the injuries listed caused by:
 - a. Disease or natural illness occurrence including psychiatric disorders, anxiety and depression
 - b. Attempted or actual suicide
 - c. Fighting/assault with the exception of agreed self-defense.
 - d. Criminal acts
 - e. Drunkenness, alcoholism or drug addiction
 - f. Partaking in military operations, races or trials, mountaineering, rock climbing or flying (except as a passenger)
 - g. Radioactive contamination, nuclear equipment or the use or threat of biological, chemical or nuclear force

C. What are the limits of the cover?

- 1. The amount **your Claims Administrator** will pay under this section is limited to £10,000 per **accident** and £50,000 during any one year
- 2. Your Claims Administrator will only pay for one item in connection to a single accident
- 3. The amount **your Claims Administrator** will pay on relation to hospitalisation in-patient benefit in this section is limited to a maximum of £1,000

GENERAL EXCLUSIONS TO ALL SECTIONS

A. WHAT ARE YOU NOT COVERED FOR?

- 1. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- 2. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or **accidental damage** to property by or under the order of any government, local or public authority.
- Any direct or indirect consequence of:
 Irradiation, or contamination by nuclear material; or
 The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or

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Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

4. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Claims

In order to make a claim please contact the **Claims Administrator.** Call 01730 233 101. Alternatively please call Blue Badge Mobility Insurance on 01730 233 101 and **we** will direct **you** on what steps you need to take.

If **you** need to claim under any section of this policy, **you** must tell the **Claims Administrator** as soon as possible and not later than 30 days after any possible incident likely to result in a claim.

If you do not let the Claims Administrator/ us know within 30 days and this affects their/ our ability to confirm your claim, unless there are exceptional circumstances, they/ your insurer will not pay for that claim.

You must also immediately notify the **Claims Administrator** in writing of any impending prosecution, inquest or fatal inquiry relating to the possible claim.

Within 30 days of notifying the **Claims Administrator**, **you** shall supply, at **your** own expense, full details of the claim in writing together with any supporting information and proofs which **your Claims Administrator** may reasonably require including proof of **your** training.

You (or anyone else acting on your behalf) must not negotiate, admit liability, offer or promise payment or agree someone is not responsible unless you first have your insurer's/ Claims Administrator's written consent.

If any legal responsibility under this insurance is covered by any other insurance policy, **your Claims Administrator** will not pay more than the **insurer's** share of the claim.

Following a claim, **your insurer/ Claims Administrator** are entitled to take over and enforce any rights in **your** name against any other person for their own benefit. They will pay any costs involved in this to recover any payment **your Claims Administrator** have made under this policy.

If you recover any lost property that is the subject of a claim you must notify your Claims Administrator as soon as possible. You must accept the return of any property if it is recovered before payment of the claim. Your insurer/ Claims Administrator will pay for any accidental damage.

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General conditions

A. Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a) Supply accurate and complete answers to all the questions **we** may ask as part of **your** application for cover under the policy
- b) To make sure that all information supplied as part of **your** application for cover is true and correct
- c) Tell **us** of any changes to the answers **you** have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes to and renew your policy. If any information you provide is not complete and accurate, this may mean your policy is invalid and that it does not operate in the event of a claim or may not pay any claim in full.

If **you** become aware that information **you** have given Blue Badge Mobility insurance is inaccurate or has changed, **you** must inform **us** as soon as possible.

B. GOVERNING LAW

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.

Your policy is written in English and **we/your Claims Administrator/insurer** will communicate with **you** in English.

C. YOUR DUTY

You must at all times take all reasonable steps to try to:

- 1. Prevent any accident or accidental damage which may cause a claim under this policy;
- 2. Maintain the premises in a good state of repair along with any equipment that is used in the provision of **care activities**;
- 3. Fix any defect or danger as soon as practically possible after it has been discovered;
- 4. Exercise care in the selection and supervision of employees; and
- 5. Comply with the regulations imposed by appropriate authorities.

D. DATA PROTECTION AGEAS INSURANCE LIMITED PRIVACY NOTICE

For the purposes of this notice we/us/our relates to Ageas Insurance Limited

We are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how **we** collect, use, share, transfer and store **your** information. For **our** full Privacy notice please visit **our** website www.ageas.co.uk or contact **our** Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, \$O53 3YA or by emailing thedpo@ageas.co.uk.

Your insurance adviser will have their own uses for **your** personal data please ask **your** insurance adviser if **you** would like more information about how they use **your** personal information.

Collecting your information

We collect a variety of information about you including personal information such as your name, address,

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contact details, date of birth and IP address (which is a unique number identifying **your** computer). Where relevant, **we** also collect sensitive personal information such as details regarding **your** health, credit history and/or criminal convictions.

We also collect information from a number of different sources for example: publically available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjustors and/or suppliers appointed in the process of handling a claim.

Using your information

The main reason **we** collect **your** personal and/or sensitive information is because **we** need it to provide **you** with the appropriate insurance quotation, policy and price as well as manage **your** policy such as handling a claim or issuing documentation to **you**. **Our** assessment of **your** insurance application may involve an automated decision to determine whether **we** are able to provide **you** with a quotation and/or the price. If **you** object to this being done, then **we** will not be able to provide **you** with insurance.

We will also use your information where we feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile you); collecting information regarding your past policies; carrying out research and analysis (including profiling); and recording and monitoring calls.

There may be situations where **we** will only use **your** information if **you** have given **us** permission such as using or collecting sensitive information. If **you** have given **us** such information about someone else, **you** would have confirmed that **you** have their permission to do so.

Sharing your information

We share your information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to us or on our behalf; fraud prevention and credit reference agencies and other companies, for example, when we are trialling their products and services which we think may improve our service to you or our business processes.

Unless required to by law, **we** would never share **your** personal data without the appropriate care and necessary safeguards being in place.

Keeping your information

We will only keep your information for as long as is necessary in providing our products and services to you and/or to fulfil our legal and regulatory obligations. Please refer to our full privacy notice for more information.

Use and storage of your information overseas

Your information may be transferred to, stored and processed outside the European Economic Area (EEA). **We** will not transfer **your** information outside the EEA unless it is to a country which is considered to have equivalent data protection laws or **we** have taken all reasonable steps to ensure the firm has suitable standards in place to protect **your** information.

Your rights

You have a number of rights in relation to the information we hold about you, these rights include but are not limited to: the right to a copy of your personal information we hold; object to the use of your personal information; withdraw any permission you have previously provided and complain to the Information Commissioner's Office at any time if you are not satisfied with our use of your information. For a full list of your rights please refer to the full privacy notice.

Please note that there are times when **we** will not be able to delete **your** information. This may be as a result of fulfilling **our** legal and regulatory obligations or where there is a minimum, statutory, period of time

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for which **we** have to keep **your** information. If **we** are unable to fulfil a request **we** will always let **you** know **our** reasons.

E. DATA PROTECTION DAVIES GROUP PRIVACY NOTICE

The information which you provide to the Davies Group will be used within the group of companies for processing your Claims and customer services and for the administration of any of the Groups related products and services of which you and any other person on your policy avail. Data may also be used for statistical analyses and the detection and prevention of fraud. We may share your data with trusted third parties who process data on our behalf. We also share your data with insurers to verify your cover, and with state bodies as required by law. Sensitive personal data including up to date medical diagnoses information may be held, used and processed for the purpose of providing the services offered by the Davies Group. By utilising the services of the Davies Group you confirm that you explicitly consent to the Davies Group processing your personal data for the purposes described above, and have explained to each person who is included on your policy why we may ask for this information and what we will use it for. You also confirm that each person has agreed to this. You have the right, subject to certain exemptions, to access any personal data that we hold about you and to have inaccuracies corrected. If you wish to avail of these rights, please write to the Data Protection Officer, Davies Group, 4th Floor, Two Smithfield, Hanley, Stoke-on-Trent, STI 3DH

F. BLUE BADGE MOBILITY INSURANCE - USE OF PERSONAL DATA

For the purpose of this notice **we/our/us** relates to Blue Badge Mobility Insurance. Blue Badge Mobility Insurance is the Data Controller. **We** will use **your** personal information to:

- Assess and provide the products or services that **you** have requested
- Communicate with you in relation to servicing and administering your product
- Develop new products and services
- Undertake statistical analysis to help **us** improve **our** services and products
- Contact you about products that are closely related to those you already hold with us
- Provide additional assistance for these products or services
- Notify you of important changes to products and functionality changes to our websites

Only where **you** have provided **us** with consent to do so, **we** may also from time to time use **your** information to provide **you** with details of offers relating to additional products and services.

We follow strict security procedures in the storage and disclosure of **your** personal information in line with industry practices.

Further information is contained in **our** Fair Processing Notice, full details of which can be found at www.bluebadgemobilityinsurance.co.uk/FPN.This explains who **we** are, the types of information **we** hold, how **we** use it, who **we** share it with, how long **we** keep it for and informs **you** of certain rights **you** have regarding **your** personal information. If **you** are unable to access this website, details can be obtained by contacting **us** at The Data Protection Officer, Langstone Gate, Solent Road, Havant, Hampshire PO9 1TR, Telephone number: 01730 233 101, Email: Support@BlueBadgeMobilityInsurance.co.uk.

G. FRAUDULENT CLAIMS/FRAUD

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- Fails to reveal or hides a fact likely to influence whether we accept your proposal, your renewal, or any adjustment to your policy;
- 2. Fails to reveal or hides a fact likely to influence the cover **we** provide;
- 3. Makes a statement to us or anyone acting on our behalf, knowing the statement to be false;

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- 4. Sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- 5. Makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
- Makes a claim for any loss or accidental damage you caused deliberately or with your knowledge; or
- 7. If your claim is in any way dishonest or exaggerated

We/your Claims Administrator/ insurer will not pay any benefit under this policy or return any premium to **you** and **we/your insurer** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

H. CANCELLATION

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please return it to Blue Badge Mobility insurance within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **we** will then refund **your** premium in full.

You may cancel the insurance cover after 14 days by informing **us** however no refund of premium will be payable.

We/ your insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) Where we/ your Claims Administrator/insurer reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) You have not taken reasonable care to provide accurate and complete answers to the questions we asked.

If **we/ your insurer** cancel the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time **your insurer** has provided cover.

Where our/ your Claims Administrator's/ insurer's investigations provide evidence of fraud or misrepresentation, we/ your insurer may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when you provided us/ your Claims Administrator/ insurer with incomplete or inaccurate information. This may result in your policy being cancelled from the date you originally took it out and we/ your insurer will be entitled to keep the premium.

If **your** policy is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with **us/your insurer**, as well as other insurers, in the future.

I. CARING FOR CUSTOMERS - COMPLAINTS PROCEDURE

For the purposes of this Complaints section only, **we/us/our** means Blue Badge Mobility insurance and/ or Davies Group Ltd and/ or Ageas Insurance Ltd.

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the Complaints Procedure below:

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COMPLAINTS REGARDING SALES

Please contact Blue Badge Mobility insurance. Phone 01730 233 101, email Support@BlueBadgeMobility Insurance.co.uk or write to Langstone Gate, Solent Road, Havant, Hampshire PO9 1TR.

COMPLAINTS REGARDING CLAIMS

Please contact **your Claims Administrator**. Phone 0344 856 2015, email <u>customer.care@davies-group.com</u>, or write to Davies Group Limited, P.O Box 2801, Stoke-On-Trent, ST4 9DN

In all correspondence please state that **your** insurance is provided by Ageas Insurance Limited and quote scheme reference Blue Badge Care.

We will confirm to you, within five working days that we have received your complaint. Within four weeks you will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when you will receive a final response. Within eight weeks you will receive a final response or, if this is not possible, a reason for the delay plus an indication of when you will receive a final response. After eight weeks, if you are unhappy with the delay or if you are unhappy with the outcome of our final decision you may refer your complaint to the Financial Ombudsman Service.

You can contact the Financial Ombudsman Service at:

The Financial Ombudsman Service Exchange Tower, London, E14 9SR.

Tel: 0300 1239 123

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

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

J. FINANCIAL SERVICES COMPENSATION SCHEME

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Ageas Insurance Limited cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

You may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **you** can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY

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