



Policy Wording

Our insurer is Arag, an international insurer operating successfully in 19 countries, with total revenue and premium income of €1.9 billion and employing 4,400 insurance professionals. Arag are one of the three leading legal expenses insurance providers in the world.

02/2025.REG

Tax Fee Protection Insurance Policy



Arranged by: Vantage Tax Fee Protection Ltd

Underwritten by: ARAG Legal Expenses Insurance Company Limited

Tax Fee Protection Insurance Policy Wording

This insurance policy has been arranged by Vantage Tax Fee Protection Ltd an Appointed Representative of Rhino Protect Limited and administered by ARAG plc, who are authorised to administer this insurance on behalf of the *Insurer* ARAG Legal Expenses Insurance Company Limited.

ARAG plc is authorised and regulated by the Financial Conduct Authority (FRN452369). Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England. Company Number 02585818.

ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority. Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England and Wales. Company Number 103274.

Rhino Protect Limited is authorised and regulated by the Financial Conduct Authority. This can be checked on the Financial Services Register at www.fca.org.uk/register or by contacting them on 0800 111 6768. This is a claims made policy. *Claims* must be received by *Vantage* during the *period of insurance*.

The Contract setting out the terms for the *period of insurance*, together with any other relevant documentation or information supplied before the commencement of the *period of insurance*, will form the basis of the contract between the *Insurer* and the *Policyholder*. The Policy Wording, Policy Schedule (including any replacement schedule issued in substitution) and any endorsements will be considered to be one document.

Defined Terms

The terms defined below will have the same meaning wherever they appear in *italics* throughout this Policy.

Any One Claim

All *claims* arising from or relating to the same original cause, event, circumstance, series of events or series of circumstances.

Business Record Checks

Checks by *HMRC* on the adequacy of the statutory business records maintained by Small and Medium-sized Enterprises (businesses with an annual turnover below £30 million who employ less than 250 people).

Claim(s)

A *claim* made against this Policy on behalf of the *Insured Client* for *professional fees* following an *insured event*.

Insured Client

The Company, firm, partnership, association, registered charity, individual or any other legal entity that the *Policyholder* has declared to *Vantage* for inclusion under this Policy, and any directors, partners, members, company secretaries (including their spouse or civil partner) of the business or organisation declared to *Vantage*, provided that (i) the individual does not carry out any business activities that are separate from the business activities of the *Insured Client* and (ii) the *Policyholder* prepares and/or submits the individual's Tax Returns to *HMRC* or was the *Insured Client's* appointed representative (i.e. a signed letter of engagement or 64-8 is held) at the time the enquiry arises.

Excess

The amount specified in the schedule that the *Insured Client* must bear in respect of *any one claim* under this Policy following *Vantage* giving consent to pay *professional fees*, before the *Insurer* shall be liable to provide indemnity.

HMRC

HM Revenue & Customs.

Insured Event

The date on which the *Insured Client* receives notification from *HMRC* of an enquiry or compliance check.

Insurer

ARAG Legal Expenses Insurance Company Limited.

Limit of Indemnity

The maximum amount as detailed on the Policy Schedule, payable by the *Insurer*.

Period of Insurance

The period for which the *Insurer* has agreed to provide this insurance as shown on the Policy Schedule, subject to any earlier cancellation.

Policyholder

The accountant or other appropriately qualified person or firm named on the Policy Schedule who is appointed to represent the *Insured Client* in accordance with the terms of this Policy and who holds the master Policy and administers the Policy on behalf of the *Insured Clients*.

Professional Fees

Any fees, expenses and other disbursements reasonably and properly incurred with the prior authorisation of *Vantage* in respect of work undertaken by the *Policyholder* on behalf of the *Insured Client* in connection with any matter falling within the terms and conditions of this Policy.

Tax Avoidance Scheme

Any tax avoidance mechanism or tax planning arrangement adopted by the *Insured Client* where *HMRC* has allocated a Disclosure of Tax Avoidance Scheme (DOTAS) number for inclusion on the *Insured Client's* self-assessment tax return, or where such a number would have been issued but for the failure to notify *HMRC* of the arrangement or any tax avoidance mechanism, or any matter relating to marketed or promoted bespoke tax planning arrangements not made for commercial reasons, or any tax planning arrangement which may breach the General Anti-Abuse Rule.

Territorial Limits

Great Britain and Northern Ireland, excluding the Isle of Man and the Channel Islands.

Vantage

Vantage Tax Fee Protection Ltd an insurance intermediary that has authority to bind cover and manage *claim* settlements on behalf of the *Insurer*.

Insurers Agreement

The *Insurer* will pay for the *Policyholder's* professional fees for undertaking work on the *Insured Client's* behalf in respect of an *insured event* covered by this Policy. This is provided that all terms and conditions of the Policy are met and that the full premium has been paid.

This Policy Will Cover

Professional fees in respect of:

Section 1. H M Revenue & Customs (HMRC) Enquiries and Disputes

- a) An enquiry by *HMRC* into the *Insured Client's* corporation tax or income tax self-assessment annual or quarterly returns following the issue of formal notification by *HMRC*.
- b) A PAYE/NIC (including Real Time Information) compliance check or inspection, or status check (including IR35), undertaken by *HMRC* into the *Insured Client's* operation of PAYE and any following dispute with *HMRC* regarding the compliance check or inspection.
- c) An enquiry by any *HMRC* counter avoidance team under Code of Practice 8 or *HMRC* Fraud Investigation Service (FIS) provided that at the culmination of such enquiry it is proved that the *Insured Client* was not found guilty of any fraud, fraudulent intent or serious irregularities.
- d) *Business record checks*, inspections and interventions under *HMRC's* Information & Inspection Powers at Schedule 36 Finance Act 2008.
- e) National Minimum Wage/ National Living Wage enquiries.
- f) Inheritance tax enquiries where the *Policyholder* has completed the return under enquiry.
- g) Student loan enquiries.

- h) Gift aid enquiries.
- i) Construction Industry Scheme disputes.
- j) Probate return enquiries where the *Policyholder* has completed the return under enquiry.
- k) Stamp Duty and Stamp Duty Land Tax return enquiries, Land & Building Transactional Tax or Land Transactional Tax enquiries where the *Policyholder* has completed the return or amended return under enquiry.
- l) A *HMRC* enquiry into a Companies House Confirmation Statement enquiries where the *Policyholder* has completed the Statement under enquiry.
- m) Auto enrolment return enquiries where the *Policyholder* has been engaged to complete the appropriate reporting statements and declarations.
- n) Enquiries into Scottish rates of tax and the use thereof.

Section 2. Value Added Tax (VAT) Disputes

- a) VAT compliance check or inspection and any following dispute with *HMRC* regarding the compliance check or inspection.
- b) Any check or inspection under (a) where:
 - i. The check or inspection is carried out by the Fraud Investigation Service (or its successor department);
 - ii. At the culmination of the check a penalty is raised under VATA 1994 Section 69C or under Finance Act 2007 Schedule 24 classified under paragraph 3(1)(b) or 3(1)(c);

providing that at the culmination of such investigation or dispute it is proved that the *Insured Client* was not found liable of or connected with dishonesty, fraud or fraudulent intent.

Section 2.b) includes *professional fees* incurred in respect of preparation and representation of the *Insured Client* at a First-tier Tribunal hearing but does not include *professional fees* incurred in respect of an appeal against a decision following such a hearing.

This Policy Will Not Cover

Any fees or costs:

1. Incurred prior to acceptance of a *claim* by *Vantage* or *professional fees* which are incurred without the prior written consent of *Vantage*.
2. Relating to any work undertaken prior to the *Insured Client's* receipt of notification of enquiry by *HMRC*.
3. Incurred on any matter where the *Insured Client* has entered into communications with *HMRC* without taking advice from the *Policyholder* (or an alternative appropriately qualified advisor) to ensure such communications do not prejudice the *Insured Client's* position with *HMRC*.
4. Relating to any *claim* arising from or relating to a circumstance that occurred prior to or existed at the inception of this Policy and which the *Policyholder* or *Insured Client* ought to have known was likely to give rise to a *claim* under this Policy.
5. Relating to the defence of any criminal prosecution.
6. Relating to any *claim* arising from an enquiry into an *Insured Client's* tax return or an amendment to an *Insured Client's* tax return or any other statutory return that was not submitted within 90 days following expiry of the statutory time limits, unless *HMRC* provide written confirmation of their acceptance of the delay.
7. Relating to any *claim* arising from an enquiry into an *Insured Client's* tax return where the return is submitted with provisional figures and the enquiry window is subsequently extended by *HMRC* following notification of the correct figures.
8. Relating to any *claim* arising from an enquiry into an *Insured Client's* tax affairs, if in the absence of a tax return *HMRC* has not been notified of chargeability to tax, within the statutory time limits.
9. Relating to any enquiry following the correction of a self-assessment return where the error requiring rectification was due to a deliberate act by the *Policyholder*, *Insured Client* or any other representative or where the *Insured Client* refuses *HMRC's* reasonable request for rectification of the self-assessment return.
10. Relating to work that should be routinely undertaken by the *Policyholder* at the *Insured Client's* expense. This includes but is not limited to:
 - a) The preparation or rectification of self-assessment tax returns, accounts, P11Ds, P35s, VAT returns or any other statutory returns;
 - b) Audits undertaken on the *Insured Client's* books and/or records;
 - c) The routine presentation of the *Insured Client's* affairs, including the reconciliation of annual accounts with VAT returns;
 - d) The correction or reconstruction of books and records that have not been maintained to an appropriate standard;
 - e) Compliance work that can normally be carried out by the *Insured Client*, or any other work that should normally have been routinely undertaken at the *Insured Client's* expense, for example VAT Partial Exemption calculations.
11. Relating to a compliance check that involves a review of the business or other financial records by *HMRC*, any costs relating to time spent attending such a record review, unless this has been authorised in advance by *Vantage*.
12. Relating to any *claim* made, brought or commenced outside the *territorial limits*.
13. Relating to a *claim* that has not been notified within the *period of insurance*.

14. Where counsel has been instructed to determine prospects of success, unless counsel has been approved by *Vantage*.
15. Relating to any *claim* where the *Insured Client* has adopted a *tax avoidance scheme*.
16. Relating to the defence of a dispute regarding the employment status of the *Insured Client* unless the *Policyholder* has represented the *Insured Client* from the outset of the dispute.
17. Relating to any enquiry initiated by *HMRC* under Code of Practice 9 (COP9).
18. Incurred as a result of professional negligence by the *Policyholder*, which would normally be covered by a Professional Indemnity Insurance policy.
19. Enquiries into a Research and Development claim, where the advanced notification rules have not been followed and/or a detailed report that substantiates the claim and/or an additional information form has not been produced by the *Policyholder* in line with *HMRC*'s legislative requirements or where a report has been produced by somebody other than the *Policyholder*.
20. Any taxes, interest, penalties and fines or any other duties or liabilities or fees incurred disputing or negotiating VAT surcharges or penalties.
21. Any dispute where providing cover, payment of any claim or the provision of any benefit would expose the *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.
22. Enquiries into an embedded Capital Allowances claim where the report has been produced by somebody other than the *Policyholder*.
23. Enquiries undertaken by *HMRC* Customs or any matter relating to excise duties.

Conditions of Cover - General

1. Provision of Information

The *Policyholder* will provide each *Insured Client* with a summary of service in terms agreed by *Vantage* and make the Policy available for inspection upon request by an *Insured Client*.

2. Payment of the Premium

Cover will not be provided under the Policy until or unless the full premium has been paid to *Vantage*.

3. Material Changes During Period of Insurance

The *Policyholder* and/or the *Insured Client* must inform *Vantage* of any material changes to the nature of the risk insured throughout the duration of the Policy. The *Insurer* reserves the right to decline to cover risks significantly different to those disclosed at inception or renewal or require additional premium to be paid in order to cover those risks.

Material changes shall include, but not be limited to:

- a. The *Policyholder* wishing to declare an additional *Insured Client* to *Vantage* for inclusion under the Policy.
- b. The *Insured Client* category for the purposes of premium rating altering for an *Insured Client* included under the Policy.

4. Cancellation

An *Insured Client* may cancel their cover under this Policy by giving written notice to *Vantage*.

Vantage may also cancel this Policy by giving 30 days' written notice to the *Policyholder*. *Vantage* will only cancel on the basis where there is a valid reason to do so. In the event of cancellation, the *Policyholder* and *Insured Client* will be entitled to a full refund of premium if the Policy is cancelled within the first 14 days or refund of a proportionate part of the premium corresponding to the unexpired *period of insurance* where the Policy is cancelled after the first 14 days. There will be no refund of premium if the *Policyholder* has notified a *claim* during the *period of insurance*.

5. Disputes

Any dispute or difference of any kind between the *Insured Client* and *Vantage* or the *Insurer* will be referred to arbitration before a single arbitrator who will be either a barrister or solicitor. If the parties are unable to agree on the appointment of an arbitrator, all parties agree to accept an arbitrator nominated by the Law Society, the Bar Council or appropriate professional body within England and Wales. The apportionment of costs shall be determined by the arbitrator and their decision will be final and binding on all parties. Costs of arbitration are not covered by this Policy. Nothing in this clause shall prejudice the *Policyholder* and/or *Insured Client*'s rights to follow the Complaints Procedure.

6. Insolvency of the *Insured Client*

If the *Insured Client* becomes insolvent during the course of any *claim* to which *Vantage* has consented *Vantage* shall reserve the right to withdraw consent. The *Insured Client* shall be deemed to be insolvent upon the appointment of an office holder within the meaning given by Section 233(1) or 372(1) of the Insolvency Act 1986.

7. Minimising Claims or Taxation Proceedings

Vantage may restrict the amount claimed if the *Policyholder* or *Insured Client* have not:

- a. Taken all reasonable steps to minimise the cost and effect of any enquiry or dispute involving *HMRC*.
- b. Observed the requirement of taxpayers to maintain records and accounts, such as those required under the self-assessment regulations and, in the case of a corporate *Insured Client*, maintain records and books of account in accordance with the Companies Act and for VAT, maintain records in accordance with Schedule 11 of the VAT Act 1994 and the Value Added Tax Regulations 1995.
- c. Given the *Policyholder* and/or *Vantage* full co-operation and information including a full and truthful account of their affairs and all relevant documentary or other evidence.

8. Prepared or Submitted

Where an *Insured Client's* most recently submitted tax return was not prepared or submitted by the *Policyholder* and the return has significant mis-statements or omissions, any *claim* as a result of an enquiry into that return may be restricted by *Vantage* to an amount that would have been payable had there been no significant mis-statements or omissions.

9. Choice of Law

The law applicable to this Policy shall be English Law and the parties hereby agree to submit to the jurisdiction of the Courts of England, and Wales.

10. Legislation

Any legislation referred to in this Policy includes any subsequent amendments or re-enactments of that legislation and any equivalent legislation which is enforceable within the *territorial limits*.

11. Consumer Insurance Act

Where the *Insured Client* is an individual who enters into the contract wholly or mainly for purposes unrelated to the individual's trade, business or profession the *Insured Client* is required by the provisions of the Consumer Insurance (Disclose and Representations) Act 2012 to take care to supply accurate and complete answers to all questions and to make sure that all information supplied to *Vantage* or their agent(s) is true and correct. The *Insured Client* must tell *Vantage* or their agent(s) of any changes to the answers they have given as soon as possible. Failure to advise a change to such answers may mean that this Policy is invalid and that it does not operate in the event of a *claim*.

The *Insured Client* must contact their insurance broker or agent immediately in the event that there is a change to their circumstances, as follows:

- a) A change of address.
- b) Conviction of a criminal offence or receipt of a police caution.
- c) Have any insurance refused, declined, cancelled or special terms applied by another insurance provider.

12. Fraudulent Claims

If the *Policyholder* and/or *Insured Client* makes any request for payment under this Policy:

- a) Knowing it to be fraudulent or false in any way; or
- b) In circumstances where the *Policyholder* and/or *Insured Client* ought reasonably to have known that the *claim* was false or fraudulent in any way; or
- c) Where there is collusion between the parties to this dispute; or
- d) Where a false statement is made in support of a *claim*.

The *Insurer*:

- a) Will not pay any part of the *claim*;
- b) Will recover from the *Policyholder* any sums that it has already paid in respect of the *claim*;
- c) May terminate the Policy with effect from the date of the earliest fraudulent act and in that event the *Insured Client* will:
 - i. Have no cover under the Policy from the date of termination;
 - ii. Not be entitled to any refund of premium.

Conditions of Cover - Claims Settlement

1. Condition Precedent to Insurer's Liability

The *Policyholder* and/or the *Insured Client* must observe and comply with the terms, provisions and conditions of this Policy. Any terms and conditions of this Policy insofar as they relate to anything to be done or complied with by the *Policyholder* and/or the *Insured Client* including anything the *Policyholder* and/or the *Insured Client*, shall be conditions precedent to any liability of the *Insurer* to make any payment under the Policy.

2. Claims Process

In the event of a *claim* *Vantage* must be notified in writing of any circumstance, actual or alleged act, omission, or other event which may give rise to a *claim* immediately it becomes known or it have ought reasonably become known to the *Policyholder* at the address below or through the *Vantage* claims portal:

Claims Department
Vantage Fee Protect
Windsor House
Troon Way Business Centre
Humberstone Lane
Thurmaston
Leicestershire
LE4 9HA

Telephone: 0116 274 9123

Email: claims@vantagefeeprotect.com

- a) *Professional fees* must not be incurred without the prior verbal and/or written consent of *Vantage*.
- b) *Vantage* will provide a *claim* form, which must be completed immediately by the *Policyholder*, or the *Insured Client* and the completed *claim* form must be returned to *Vantage* together with any supporting information requested by *Vantage*.
- c) *Vantage* may, following notification, authorise fees up to £1,000, prior to receiving a completed claim form, however, payment up to this amount will only be made if the *Insured Client's* claim against the *Policy* is subsequently accepted.
- d) When the claim form and supporting information is received, *Vantage* will advise whether consent is given and, if given, the amount of professional fees which have been authorised. The amount authorised must not be exceeded without first obtaining written consent from *Vantage*. If this amount is exceeded without *Vantage's* consent any such additional amount will not be covered under this *Policy*. Where a claim involves the *Insured Client* being in dispute with HMRC, *Vantage* will give consent in writing for professional fees to be incurred, provided that the dispute has reasonable prospects of success and of achieving reasonable financial benefits. Reasonable prospects means a 51% or greater chance that the *Policyholder* and/or *Insured Client* will be successful in dispute with HMRC. Determining that there are 'reasonable financial benefits' will involve taking into account:
 - i. The professional fees which may be incurred in the claim;
 - ii. The additional amount which may be charged by HMRC for the tax year pertaining to the enquiry; and
 - iii. Risks inherent in any litigation.

Vantage reserves the right to limit the professional fees it will consent to being incurred, so that these fees do not exceed any amount that HMRC are seeking which could be paid to HMRC to avoid a dispute. If the *Policyholder* and/or the *Insured Client* proceeds without *Vantage's* consent and is unsuccessful, professional fees will not be covered. If the *Policyholder* and/or *Insured Client* does proceed without the consent of *Vantage* and achieves a successful outcome with reasonable financial benefits, then *Vantage* will indemnify the *Insured Client* for all reasonable professional fees as if *Vantage's* consent had been given, subject to the terms and conditions of this *Policy* and notwithstanding This *Policy* Will Not Cover, clause 1.

3. Information and Particulars

Vantage and the *Insurer* will be entitled to obtain from the *Policyholder* or *Insured Client* any information or particulars, whether privileged or not, relating to a claim. On request the *Insured Client* will give the *Policyholder* any instructions necessary to secure the required access.

4. Payment of the Policyholder's Fee Notes

Vantage will pay the *Policyholder's* Fee Notes for *professional fees* up to the *limit of indemnity* only if satisfied that the charges are reasonable and have been properly incurred. Interim Fee Notes will be paid provided the *Policyholder* acknowledges that *Vantage* will be entitled to recover such payments if for any reason cover is declined by *Vantage* (for example if it is identified that the *Policyholder's* or *Insured Client's* claim is fraudulent).

5. Recovery of Costs

The *Policyholder* and/or *Insured Client* must exercise their best endeavours to recover *professional fees*. Any such recovery must be used in the first instance to repay the *Insurer*.

6. Offers of Settlement

The *Policyholder* or *Insured Client* must inform *Vantage* in writing as soon as an offer to settle a *claim* is received and/or the *Policyholder* or *Insured Client* proposes to make an offer of settlement. No indemnity will be provided if the *Policyholder* or *Insured Client* enters into any agreement to settle without the prior written consent of *Vantage* (such consent will not be unreasonably withheld) and *Vantage* shall be entitled to recover any *professional fees* previously paid. If the *Policyholder* or *Insured Client* rejects an offer of settlement of which *Vantage* recommends acceptance or makes an offer to which *Vantage* does not agree no further indemnity shall be provided. *Vantage* may elect to pay the *Policyholder* or *Insured Client* a reasonable sum not exceeding the realistic estimated value of any *claim* instead of paying any *professional fees*. Such a decision will be entirely at *Vantage's* discretion and will be in full and final settlement of the *Insured Client's* claim.

7. Maximum Hourly Charge Out Rates

The *Policyholder's* hourly charge out rates shall be limited to the respective amounts specified in the *Policy* Schedule.

8. Value Added Tax

Vantage will not be liable to pay any VAT charged by the *Policyholder* to the *Insured Client* where such VAT can be recovered from HMRC.

9. International Sanctions

The *Insurer* will not provide cover, be liable to pay any *claim* or provide any benefit if to do so would expose the *Insurer* (or any parent company, direct or indirect holding company of the *Insurer*) to any penalty or restriction (including extraterritorial penalties or restrictions so far as such do not contradict laws applicable to the *Insurer*), arising out of any trade and economic sanctions laws or regulations which are applicable to it.

Complaints

In the event that the *Policyholder* or *Insured Client* is dissatisfied with any aspect of this Policy or the service provided by *Vantage*, please write to:

The Nominated Complaints Handler
Vantage Fee Protect Ltd
Windsor House
Troon Way Business Centre
Humberstone Lane
Thurmaston
Leicestershire LE4 9HA

Telephone: 0116 274 9123

Email: feedback@rhinoprotectinsurance.com

If your complaint about the sale of your Policy or your *claim* cannot be resolved by the end of the third working day, your complaint will be passed to the administrators of this Policy ARAG plc at:

ARAG plc,
Unit 4a
Greenway Court
Bedwas
Caerphilly CF83 8DW

Email: customerrelations@arag.co.uk. Tel: 0117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For our mutual protection and training purposes, calls may be recorded).

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity and have an annual turnover of less than £6.5million and either have up to 50 employees, or a balance sheet threshold of £5million. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Tel: 0845 080 1800

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

Website: www.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.

Compensation Scheme

The *Insurer* is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event that the *Insurer* cannot meet its 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 by visiting www.fscs.org.uk.

ARAG Privacy Statement

This is a summary of how we collect, use, share and store personal information. To view our full privacy statement, please see our website www.arag.co.uk

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. We will hold and process this information in accordance with all relevant data protection regulations and legislation. Should we ask for personal or sensitive information, we undertake that it shall only be used in accordance with our privacy statement. We may also collect information for other parties such as suppliers we appoint to process the handling of a *claim*.

Using personal or sensitive information

The reason we collect personal or sensitive information is to fulfil our contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a *claim*. To fulfil these obligations, we may need to share personal or sensitive information with other organisations.

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to our full privacy statement for full details.

Keeping personal information

We shall not keep personal information for any longer than necessary.

Your rights

Any person insured by this Policy has a number of rights in relation to how we hold personal data including; the right to a copy of the personal data we hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when we will not be able to delete personal data please refer to our full privacy statement.