

## **Rent Arrears Insurance for Tenants of Shared Properties - Policy Wording**

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## SECTION 1 – LEGAL EXPENSES COVER

### Definitions

Each of the words or phrases listed below will have the same meaning wherever they appear in **bold** in this insurance:-

<b>Agent</b>	Gauntlet Risk Management t/a Housing Hand
<b>Claim</b>	Means a civil claim for financial damages, specific performance or injunction arising out of an <b>Insured Event</b> .
<b>Co-Tenant</b>	Another individual or entity, other than the <b>Landlord</b> , who is a party to the same <b>Tenancy Agreement</b> as the <b>Insured</b> (or the party the <b>Insured</b> has provided a guarantee for) on a joint and several basis and/or their guarantor(s).
<b>Court</b>	Means a court or tribunal in England and Wales, Scotland or Northern Ireland where the <b>Litigation</b> is proceeding.
<b>Excess</b>	The amount of each and every claim which <b>You</b> are required to pay as follows: <ul style="list-style-type: none"> <li>• Section 1 £Nil</li> <li>• Section 2 £Any amount held by the <b>Landlord</b> or their agent in respect of damage deposit or rent paid in advance shall be treat as the excess.</li> </ul>
<b>Insured</b>	The person named in the schedule and/or the party liable under the <b>Tenancy Agreement</b> that the person named in the schedule has provided a formal written guarantee on behalf of.
<b>Insured Event</b>	The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this cover. For the purposes of the <b>Limit of Indemnity</b> , only one <b>Insured Event</b> will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.
<b>Insured Liability</b>	<b>Your</b> legal obligation to pay <b>Opponents' Costs, Own Solicitor's Costs</b> and <b>Own Disbursements</b> which <b>We</b> have agreed to provide cover for up to the <b>Limit of Indemnity</b> .
<b>Insured Person / You / Your</b>	The <b>Insured</b> and/or the party liable under the <b>Tenancy Agreement</b> that the <b>insured</b> has provided a formal written guarantee on behalf of.
<b>Landlord</b>	The person(s), association, partnership or company including their duly authorised agents to whom rental payments are made to under a lawful <b>Tenancy Agreement</b> .
<b>Limit of Indemnity</b>	Is the maximum sum that the <b>Underwriter</b> will pay in aggregate in respect of <b>Your Insured Liability</b> in relation to the <b>Litigation</b> subject always to the maximum indemnity of; <ul style="list-style-type: none"> <li>• Section 1 £25,000.00</li> <li>• Section 2 £10,000.00</li> </ul>

<b>Litigation</b>	All work reasonably undertaken by the <b>Solicitor</b> to defend <b>Your Claim</b> and work to have been undertaken with the approval of the <b>Underwriter</b> and subject to the jurisdiction of the <b>Court</b> .
<b>Opponent</b>	The person opposing <b>You</b> in the <b>Litigation</b> .
<b>Opponent's Costs</b>	<p><b>Opponent's</b> legal fees, disbursements and expenses which <b>You</b> are ordered to pay by a <b>Court</b> or which, with <b>Our</b> approval, the <b>Insured Person</b>:</p> <ul style="list-style-type: none"> <li>• Agrees to pay;</li> <li>• Becomes liable to pay by making or accepting an offer under Part 36 of the Civil Procedure Rules; or</li> <li>• Becomes liable to pay by discontinuing the <b>Litigation</b> under Part 38 of the Civil Procedure Rules.</li> </ul>
<b>Order</b>	Means an order made by the <b>Court</b> in connection with the <b>Litigation</b> .
<b>Own Disbursements</b>	Means the <b>Insured Person's</b> liability for the reasonably and proportionally incurred expenses required for the proper advancement of the <b>Litigation</b> as <b>We</b> agree.
<b>Own Solicitor's Costs</b>	The reasonable and proportionate but irrecoverable costs incurred by the <b>Solicitor</b> on a standard basis which an <b>Insured Person</b> has to pay but excluding any percentage uplift applied to those costs under any conditional fee agreement or any fee charged based on a percentage of the damages the <b>Insured Person</b> recovers under a damages based agreement.
<b>Period of Insurance</b>	The period commencing from when the <b>Insured</b> pays or promises to pay the premium, or when the premium is paid on behalf of the <b>Insured</b> , to the expiry date shown on the schedule. Where the policy is renewed, each subsequent year of renewal will count as one continuous <b>Period of Insurance</b> from the period commencing when the <b>Insured</b> first purchased this policy.
<b>Prospects of Success</b>	The reasonable prospects, which are considered to be a 51% or better, chance of making a successful recovery from the <b>Opponent</b> and where the <b>Insured Person's Claim</b> outweighs the <b>Own Solicitor's Costs</b> and <b>Own Disbursements</b> of pursuing the <b>Claim</b> or where there is a 51% or better chance of successfully defending a <b>Claim</b> or prosecution brought against <b>You</b> .
<b>Solicitor</b>	The appropriately qualified lawyer or legal representative appointed to act on behalf of the <b>Insured Person</b> .
<b>Tenant</b>	The person(s) as defined in the <b>Tenancy Agreements(s)</b> renting the property.
<b>Tenancy Agreement</b>	The written tenancy agreement or the written statement of main details of an unwritten tenancy agreement for the <b>Insured Property</b> between <b>You</b> and the <b>Landlord</b> .

<b>Territorial Limits</b>	England and Wales, Scotland or Northern Ireland.
<b>Underwriter</b>	Brit Syndicates Limited, the managing agent for Brit Syndicate 2987 at Lloyd's of London.
<b>We, Us, Our</b>	The authorised <b>Agent</b> acting on behalf of the <b>Underwriter</b> .

In this policy:

- Reference to any statute or statutory provision and orders or regulations thereunder shall include a reference to that provision, order or regulation as amended, re-enacted or replaced from time to time whether before or after the policy commencement date.
- Words importing the singular shall include the plural and vice versa and references to persons include bodies corporate or unincorporated. Words importing any gender shall include all genders.
- If any term, condition, exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder shall remain in full force and effect.
- The headings in this policy are for reference only and shall not be considered when determining the meaning of this policy.

## 1. What is Covered

- 1.1 The **Underwriter** will indemnify the **Insured Person** against their **Insured Liability** for any **Claim** arising from or out of:
- 1.1.1 Joint and Several Legal Disputes – A demand for payment of rent arrears accrued by other **Tenants** or **Co-Tenants** party to the **Tenancy Agreement** that you are liable to make good on a joint and several contractual requirement.
- 1.1.2 Eviction – The legal costs of eviction of a **Tenant** or **Co-Tenant** who is no longer in lawful occupation of the **Insured Property** and who's continuing occupation is accruing a debt to the **Landlord** which the **Insured** is liable to make good under a joint and several contractual requirement.
- 1.2 The **Underwriter** will indemnify the **Insured Person** against their **Insured Liability** for the above subject to:
- 1.2.1 The premium having been paid;
- 1.2.2 The **Insured Event** taking place within the **Territorial Limits** and within the **Period of Insurance**;
- 1.2.3 The maximum sum **We** pay not exceeding the **Limit of Indemnity**;
- 1.2.4 The terms and conditions of this policy.

## 2. What is not Covered

- Disputes which arise within the first three months of the **Period of Insurance** for which a policy schedule has been issued by **Us** except where;
  - The current policy schedule is a continuation of a previous insurance policy covering the same interest.
  - For a new **Insured**, the **Period of Insurance** commences no later than 21 days after the start date of the **Tenancy Agreement**.
- Any **Opponents Costs, Own Solicitor's Costs** and **Own Disbursements** incurred prior to **Our** confirmation of indemnity being granted to **You** under this policy.
- Any **Excess**.
- Any appeal against any **Order** made in the **Litigation**.
- Any **Claims** arising out of any deliberate criminal act or omission committed by the **Insured Person**, or fines and penalties imposed by a criminal court.
- Any application for judicial review.
- Any **Claim** not reported to **Us** within 30 days of **You** becoming aware of an **Insured Event**.
- Any **Claim** relating to the non-payment of the **Insured's** own rent (or if the **insured** is a guarantor the rent of the **Tenant** they have provided a guarantee for) for any such reason.
- Any **Claim** arising from or relating to disputes over physical damage caused to the property rented by the **Tenants** or **Co-Tenants** party to the **Tenancy Agreement**.
- Any **Claim** arising from or relating to disputes over unpaid bills not relating to rent arrears by the **Tenants** or **Co-Tenants** party to the **Tenancy Agreement**.

## SECTION 2 – RENT ARREARS COVER

The definitions, terms, conditions and exclusions from Section 1 will also apply to Section 2. Any other specific definitions, terms, conditions and exclusions applicable to Section 2 are set out below.

### Definitions

In addition to the definitions outlined in Section 1, the words listed below have specific meaning when they appear in Section 2 in bold:

<b>Claims Administrators</b>	<b>The Associate Law Firm Ltd.</b> Cobalt Business Exchange, Cobalt Park Way, Newcastle, NE28 9NZ. Telephone 0191 280 4110   Fax 0191 280 2138
<b>Rent</b>	The money paid or payable by <b>You</b> for the use of the <b>Insured Property</b> and all its services.
<b>Rent Arrears</b>	The sum of money paid by the <b>Underwriter</b> to the <b>Insured or The Landlord</b> in the event of a successful <b>Claim</b> for Rent Arrears that are wholly owed by the <b>Insured</b> under a joint and several contractual basis.
<b>Tenancy</b>	(i) An Assured Shorthold Tenancy as defined in the Housing Act 1988 (as amended); (ii) A Company Residential Tenancy (Company Let) created after 28 <sup>th</sup> February 1997, where a residential property is let to a public limited company (Plc) or limited company (Ltd) purely for residential purposes.

### 1. What is Covered

1.1 The **Underwriter** will indemnify the **Insured Person** against their **Insured Liability** for any **Claim for Rent Arrears** up to a maximum of £10,000

#### • What is not Covered

- **Rent Arrears** will not be paid in respect of;
  - Any amount that has already been paid over to the **Landlord** by way of advanced rent and/or damage deposit; these payments shall be deemed as the **Your Excess**.
  - Disputes which arise within the first three months of the **Period of Insurance** for which a policy schedule has been issued by **Us** except where;
    - The current policy schedule is a continuation of a previous insurance policy covering the same interest.
    - For a new **Insured**, the **Period of Insurance** commences no later than 21 days after the start date of the **Tenancy Agreement**.
  - Any **Claims** arising out of any deliberate criminal act or omission committed by the **Insured**, or fines and penalties imposed by a criminal court.
  - Any application for judicial review.

- Any **Claim** not reported to **Us** within 30 days of **You** becoming aware of an **Insured Event**.
- Any **Claim** relating to the non-payment of the **Insured's** own rent (or if the **insured** is a guarantor the rent of the **Tenant** they have provided a guarantee for) for any such reason.
- Any **Claim** arising from or relating to disputes over physical damage caused to the property rented by the **Tenants** or **Co-Tenants** party to the **Tenancy Agreement**.
- Any **Claim** arising from or relating to disputes over unpaid bills not relating to rent arrears by the **Tenants** or **Co-Tenants** party to the **Tenancy Agreement**.

## • **Specific Rent Arrears Policy Conditions**

- The **Insured Liability** will cease to accrue at the end of the **Period of Insurance** or the end of the **Tenancy Agreement** whichever is earlier.
- If the **Insured** does not keep to the terms of the policy, they will not be entitled to any benefit under the policy.
- If the **Insured** gave false or misleading information when they applied for insurance cover, and this information would have affected the **Our** decision to insure them, the cover will end. **We** will not pay any benefit and will refund a percentage of the relevant premium.
- The contract between the **Insured** and the **Underwriter** is made up of this policy, the schedule, any endorsement and any other information provided by the **Insured**.
- The **Underwriter** shall not be bound by any agreement to which they are not party.
- The rights under this policy cannot be transferred to anyone other than the **Insured**.
- The policy cannot be used to protect any person other than the **Insured**.
- The benefit cannot be paid to anyone else or in any way other than as described in this policy.
- When cover under this policy ends it will not have a cash value.
- The **Insured** shall not deliberately disclose the existence of this policy except where expressly permitted by the **Underwriter**.

## • **Alteration in Risk**

The **Insured** shall notify the **Underwriter** as soon as they become aware of any alteration in risk which may materially affect the **Policy**. The **Insured** may be required to pay an additional premium to the **Underwriter**.

## SECTION 3 - GENERAL CONDITIONS

These conditions are applicable to both Sections 1 and 2

- **Conduct of the Litigation**
- **We** can attempt to settle **Your Claim** arising from the **Insured Event** prior to the appointment of a **Solicitor** or the start of **Litigation**.
- **We** can take over conduct of the **Litigation** at any time in the name of the **Insured Person**.
- **We** can issue **Court** proceedings for the **Underwriters** benefit in the name of the **Insured Person** to recover any payments **We** have made under this insurance.
- **We** may at **Our** discretion discharge all liabilities to the **Insured Person** by paying a sum equal to the losses claimed subject always to such sum not exceeding the **Limit of Indemnity**.
- Where proceedings are to be commenced in respect of an **Insured Event** occurring within the **Territorial Limits** and outside of the United Kingdom, the **Solicitor** shall initiate proceedings within the courts of the United Kingdom only.
  
- **Your Obligations**
- **You** must:
  - Report all **Claims** to **Us** without delay and not later than 30 days after **You** become aware of an **Insured Event**.
  - The **Insured** shall not deliberately disclose the existence of this policy except where expressly permitted by the **Underwriter**.
  - Take all reasonable steps to minimise **Your Insured Liability**.
  - Co-operate with **Us** at all times and forward any communications received in connection with an **Insured Event** to **Us** without delay and supply **Us** with any information **We** require.
  - Co-operate with the **Solicitor** including giving such instructions as **We** require and keep the **Solicitor** and **Us** fully informed of any developments or material changes in circumstances that may affect the progress or settlement of the **Litigation**.
  - Advise **Us** immediately of any offers of payments to settle the **Litigation**.
  - Not accept any offer of payment or enter into settlement negotiations without **Our** express agreement.
  - Co-operate fully with **Us** to assist **Us** to recover any payments **We** have made on **Your** behalf in respect of **Your Insured Liability**.
  - Adhere to the terms and conditions of this insurance at all times. If the **Insured Person** makes any **Claim** under this policy which is fraudulent or false or where there is collusion between the **Insured Person** and the **Opponent, Co-Tenant** or any witness/es this policy shall be declared void.
  
- **Representation**
- **We** have the right to make investigations into the case.
- **We** also have the right to negotiate and settle the losses arising from the **Insured Event**, in the **Insured Person's** name, before a **Solicitor** is instructed.
- Where appropriate **We** will pass the **Claim** to a **Solicitor** to be dealt with. They will be instructed in the name of the **Insured Person** and may negotiate and settle the **Claim** for losses arising from the **Insured Event** on **Your** behalf.
- Where **Court** proceedings are necessary or where it is otherwise required, the legal representative will be a solicitor chosen by **Us**. If **You** wish to appoint **Your** own solicitor **You** must notify **Us** in writing and provide details of the firm and the individual solicitor at that firm that

Only My Share is a trading name of Sphere Commercial Solutions Limited which is an appointed representative of Gauntlet Risk Management Ltd which is authorised and regulated by the Financial Conduct Authority. As an appointed representative, only our activities relating to Insurance are covered by the Financial Conduct Authority. Registered in England No. 06949863. FCA number 30808.

4- 5 Hutton Terrace, Newcastle upon Tyne, NE2 1QT. Telephone: 0191 281 7277 E-mail: insurance@onlymyshare.com



**You** intend to instruct. **We** will make contact with the individual solicitor to obtain written confirmation of their qualifications and expertise. The solicitor must sign **Our** Non-panel Solicitor Terms and Conditions and they will be under a duty to minimise the costs of any **Litigation**.

- Once **Your** chosen solicitor has signed **Our** non-panel Solicitor Terms and Conditions, they will become the **Solicitor** subject to the terms and conditions of this policy and **Our** Non-panel Solicitor Terms and Conditions. **You** must not change the **Solicitor** without **Our** prior written consent, such consent not to be unreasonably withheld. This condition is subject to any rights of the **Insured Person** under regulation 6 of the Insurance Companies (Legal Expenses Insurance) Regulations 1990, where applicable.

- **Terms applicable to Own Solicitors Costs and Own Disbursements**

- **We** shall only be liable to pay **Own Solicitor's Costs** and **Own Disbursements** after the conclusion of the **Litigation**.
- **We** shall only be liable to pay **Own Solicitor's Costs** and **Own Disbursements** to the extent that:
  - **You** do not recover **Own Solicitor's Costs** and **Own Disbursements** from the **Opponent** following a detailed or summary assessment or as part of any settlement which is attributed by the settlement agreement or **Order** as to **Own Solicitor's Costs** and **Own Disbursements**; and
  - **You** are unable to satisfy such **Own Solicitor's Costs** and **Own Disbursements** from any sum or sums that **You** are entitled to recover from the **Opponent** regardless of any description of it or them by the **Insured**, the **Opponent** or anyone else.
- Any **Insured Liability** for **Own Solicitor's Costs** and **Own Disbursements** is subject to the following conditions:
  - It is necessary to incur **Own Solicitor's Costs** and **Own Disbursements** in order to prosecute **Your** case and they are reasonable and proportionate in amount;
  - Where **Own Solicitor's Costs** and **Own Disbursements** represent payment for the work of others (such as, but not limited to, expert witnesses), the work is monitored by **Your Solicitor** as it is carried out in order to ensure that it is necessary to prosecute the case and is reasonable and proportionate in amount;
  - **You** will repay any **Insured Liability** for **Own Solicitor's Costs** and **Own Disbursements** if **We** pay them and they are subsequently recovered from the **Opponent**;
  - **We** shall not be liable to indemnify **You** for VAT on any **Insured Liability** if and to the extent that the VAT can be recovered; and
  - **You** will not be entitled to indemnify if, without the **Underwriters** approval, **You** conclude a settlement with the **Opponent** or discontinue the **Litigation** on terms which preclude **Your** recovery of **Own Solicitor's Costs** and **Own Disbursements**.
  - In the event of **You** appointing **Your** own solicitor **We** will only be liable to pay **Own Solicitors Costs** at the rate set out in **Our** Non-panel Solicitor Terms and Conditions. If the chosen solicitor charges an hourly rate in excess of the rate set out in **Our** Non-panel Solicitor Terms and Conditions **You** will be solely responsible for the shortfall.

- **Ending this Policy**

- **We** may cancel this policy by giving **You** a minimum of 14 days' notice of cancellation to enable **You** to find alternative cover.
- Before **You** accept this policy **You** have 14 days to review **Your** policy wording. If **You** are not totally happy with this policy and **You** have not made a **Claim** **You** can contact the **Sales Agent** requesting that **Your** insurance is cancelled and that any monies paid be returned. **We** will then cancel **Your** insurance.

- **Claims Procedure**

- In the first instance, **You** should contact the legal helpline and they will provide initial advice and guidance in relation to **Your** claim and will be able to put you in touch with a specialist solicitor who will be able to assess whether **Your Claim** has **Prospects of Success**.
- If **You** need to make a **Claim** under this policy, **You** should contact **Us**. **Our** contact details are: [claims@onlymyshare.com](mailto:claims@onlymyshare.com) or (0191) 280 4110

- **Subrogation**

- If **We** make a payment under this policy, **We** will be subrogated to any and all of **Your** rights in connection with such payment. **You** also agree to give **Us** as much assistance as **We** may reasonably require in relation to the exercise by **Us** of **Our** subrogated rights.

- **Contracts (Rights of Third Parties) Act 1999**

- A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

- **Dishonest and fraudulent claims**

- If the **Court** makes a finding of fraud this policy shall be cancelled from the outset and all rights that **You** have under this policy shall be forfeited. **We** shall be entitled to recover any payments **We** have previously made.

- **Assignment**

- **You** may not assign **Your** rights under this policy without **Our** prior written consent.

- **Dual insurance**

- **We** will not pay any **Claim** covered by another legal expenses insurance policy, or any **Claim** that would have been covered by another policy if this policy did not exist. In the event that there is another policy that provides an indemnity in respect of the **Litigation**, then the limit of indemnity under that policy must be exhausted before **Your** cover with **Us** can be called upon to make any payment. In the event of such policy not responding to **Your Claim** for whatever reason, **We** will only pay in excess of the amount that would have been paid had such other policy responded.

- **Disputes**

- Any dispute between **You** and **Us** shall be referred to a single arbitrator who shall be a barrister mutually agreed upon by **You** and **Us** or, failing agreement, appointed by the Bar Council. The arbitration shall take place in London and shall take the form of written and/or oral submissions (at the discretion of the arbitrator). The decision of the arbitrator shall be final and binding. The arbitrator shall have the power to award costs (including his fee for conducting the arbitration) and any costs payable by **You** shall not be recoverable under this policy.

- **Governing law**

- **We** and **You** agree that this policy shall be construed in accordance with the laws of England and Wales.

- **Customer satisfaction**

- **We** are committed to providing **You** with a first class service at all times. If, however, **You** are not happy with any part of the service **You** have received then **You** should initially contact Only My Share at the address below.

4-5 Hutton Terrace, Newcastle, NE2 1QT  
Telephone No: 0191 2817277

**You** will be contacted within five working days of receipt of **Your** complaint with confirmation of what action is being taken. **We** will try to resolve the problem and give **You** an answer within four weeks. If it will take **Us** longer than four weeks then **We** will tell **You** when to expect an answer.

If **Your** complaint cannot be resolved within eight weeks of receipt **You** may request that the Financial Ombudsman Service review the case provided that the complaint falls within its jurisdiction. The Financial Ombudsman Service can normally deal with complaints from private individuals. If **You** are a small business, charity or trust, then **You** should contact the Financial Ombudsman Service to see if they can consider **Your** complaint.

The address is:

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

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Telephone No: 0800 023 4567

[www.fos.org.uk](http://www.fos.org.uk)

The Financial Ombudsman Service's decision is binding upon **Us**, but **You** are free to reject it without affecting **Your** legal rights.

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- **Financial Services Compensation Scheme**

**We** are covered by the Financial Services Compensation Scheme (“FSCS”). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS. The FSCS can be visited on the internet at [www.fscs.org.uk](http://www.fscs.org.uk) or be contacted on 0800 678 1100.

Brit Syndicates Limited, the managing agent for Brit Syndicate 2987 at Lloyd's is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. This can be checked by visiting the FCA website at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768. Brit Syndicate 2987 at Lloyd's are covered by the Financial Ombudsman Scheme.

- **Data Protection & Privacy Statements**

### **Data Transfer Consent**

By purchasing this insurance policy with **Us**, **You** have consented to the use of **Your** data as described below.

### **Data Protection Policy**

**We** are committed to protecting **Your** privacy including sensitive personal information; please read this section carefully as acceptance of this insurance policy will be regarded as having read and accepted these Terms and Conditions.

### **Sensitive Information**

Some of the personal information **We** ask **You** for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). **We** will not use such sensitive personal data about **You** or others except for the specific purpose for which **You** provide it and to provide the services described in **Your** policy documents.

### **How we use and protect your information and who we share it with**

**We** will use **Your** information to manage **Your** insurance policy, including underwriting and claims handling. This may include disclosing it to other insurers, administrators, third party underwriters and reinsurers.

**Your** information comprises of all the details **We** hold about **You** and **Your** transactions and includes information obtained from third parties. **We** may use and share **Your** information with other members of the Gauntlet group companies. **We** will provide an adequate level of protection to **Your** data.

**We** do not disclose your information to anyone outside The Group except:

- Where **We** have **Your** permission
- Where **We** are required or permitted to do so by law
- To credit reference and fraud prevention agencies
- Other companies that provide a service to **Us** or **You**
- Where **We** may transfer rights and obligations under this agreement.

**We** may transfer **Your** information to other countries and jurisdictions on the basis that anyone to whom **We** pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

## Your Rights

Under the Data Protection Act 1998 **You** have certain rights regarding access to **Your** information. **You** have the right to see a copy of the personal information **We** hold about **You**, if **You** believe that any of the information **We** are holding is incorrect or incomplete, please let **Us** know as soon as possible. To provide a copy of the information **We** may ask **You** for a small fee.

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