ClearScore

Protect Plus Cover

Terms & Conditions



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Insurance Benefits

Here are the details of your Protect Plus Insurance benefits.

Welcome to Your Protect Plus Insurance Policy.

Please take time to read this document in its entirety as it explains the contract between **You** and **Us**. This **Policy** operates on a claims-occurring basis, which means that the insured incident must happen during the **Period of Insurance**.

To benefit from this **Policy**, **Your** main residence must be situated in England, Northern Ireland, Scotland or Wales; and **You** must be at least 18 years of age. This **Policy** does provide cover for valid claims made whilst not in the **UK**.

This document contains the full **Policy** terms and conditions which should be read alongside the **Policy Schedule** and any other associated documentation issued to **You** by **ClearScore**. **We** have tried to make this policy wording clear and easy to understand, using plain English wherever possible. **If You** have any query regarding the sale of this **Policy**, please contact **ClearScore**.

The Insurer

This **Policy** is a contract between **You** and the **Insurer**, Financial & Legal Insurance Company Limited, No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, England, SK8 3GW (registered number 03034220) which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority for the conduct of **UK** business under firm reference 202915. Details about the extent of **Our** regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from the **Insurer** on request.

The **Insurer** will indemnify **You** subject to the terms, conditions, clauses and exclusions of this **Policy** during the **Period of Insurance**.

Policy Provider

The seller of this **Policy** is **ClearScore** which is a trading style of ClearScore Technology Ltd who are authorised and regulated by the Financial Conduct Authority under number 654446. Any queries that **You** may have regarding the sale of this **Policy** should be addressed to **ClearScore** directly in the first instance.

Eligibility

You are eligible for cover under this **Policy** if You are over 18 years old, reside in the **UK** and **You** own any **Device** or software that is damaged by a **Cyber Attack**.

Basis of advice

This **Policy** meets the demands and needs of those who wish to insure against the expenses associated with emergency advice where a **Device** may have been subject to a malicious software attack; or a loss or theft of their personal identity or identification documents.

The **Insurer** and **ClearScore** do not provide advice or a personal recommendation about the suitability of the **Policy**. It is **Your** responsibility to ensure the **Policy** meets **Your** needs.

Glossary

Any word in this document which is given a specific meaning in the glossary has the same meaning wherever it applies.

Annual Period: Any 12 month period of continuous cover starting from the date **You** notify us of a claim for that section of cover, and ending one calendar year later.'

Card: Your credit, charge, cash, cheque, debit, pre-paid, contactless or store card

Card Loss: Loss by You or theft from You of a Card during the Term

ClearScore: The company from which You purchased this Policy, ClearScore Technology Limited

ClearScore Protect Plus: The dark web and credit score monitoring service provided by ClearScore

Cost and Expenses: means all necessary and reasonable

- 1. Legal Fees, costs, disbursements and expenses charged and agreed by Us or ClearScore;
- Opponents costs in civil cases where You are ordered to pay them or where We agree to pay
 them; in pursuing the claim including the costs of any appeal or defending an appeal, provided
 You tell Us within the time limits and provided that We agree to the appeal

Cyber Attack: An event in which any of the following apply:

- Ransomware is placed on Your Device
- A hacker damages or deletes programmes or data from Your Device
- You have been the subject of social engineering through **Phishing**, **Vishing**, **Smishing** or through a message received on a social media platform.

Cyber Specialist: A cyber claims management expert who is experienced in dealing with cyber claims and can assess what is required in order to assist **You**, who is approved and instructed by the claims helpline.

Device: A desktop computer, laptop, tablet or smartphone owned by **You**, but excluding all games consoles of any make or age.

Home: The address that You give as the place where You permanently reside

Identity Loss: The theft or unauthorised use of Your personal identification or identity

Initial Assessment: Up to 30 minutes of diagnostic time with a **Cyber Specialist** in which **Your** claim will initially be assessed to ensure that it is valid and the specific nature of the **Cyber Attack** will be assessed to decide upon the best course of action

Insurer, **Our**, **Us**, **We**: Financial & Legal Insurance Company Limited (registered number 03034220) whose registered office address is No. 1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, England, SK8 3GW

Phishing: The fraudulent practice of sending emails encouraging individuals to part with personal information, transfer money, or click on links laced with malware, while masquerading as a genuine contact or organisation

Policy: The terms and conditions of this insurance including any changes the **Insurer** makes to these from time to time.

Policy Schedule: The document headed "Policy Schedule" giving details of **You**, the **Period of Insurance**, and commencement date, that forms part of **Your** contract of insurance along with this document

Reasonable Prospects - means that in respect of each claim there is always more than a 50% chance of **You** recovering damages, defending a claim or obtaining a legal remedy.

Smishing: Where an SMS is sent by a fraudster encouraging the recipient to part with money or personal data or click on a link that may install malware on the recipient's mobile phone. This may be sent under the disguise of a recognised brand so as to fool the subject into trusting that the request is genuine

Technical Support: Access to a technical specialist approved and appointed by the claims management team, who will provide remote support to **You** in order to assist with resolving malware, reinstating data and programmes and/or provide advice following a social engineering event.

Term, Period of Insurance:

- For ClearScore subscriptions paid monthly: Each 1 month period starting from the commencement date shown on the Policy Schedule, or any subsequent one month period where a ClearScore subscription has been paid
- For **ClearScore** subscriptions paid annually: The period from the commencement date to the end date as shown on the **Policy Schedule**

United Kingdom / UK: England, Scotland, Wales and Northern Ireland

Vishing: Where a fraudster poses as a legitimate organisation over the phone in order to obtain personal details, or financial details from an individual that enable them to access funds or commit identity fraud

You, Your, Yourself: The person whose name appears on the Policy Schedule

A: How to get in touch

To make a claim under any section of this Policy please call 0161 393 9917

For direct access to the 24 hour legal expenses helpline please call **0161 603 2193**

To help **Us** monitor and improve service standards, calls may be recorded. Calls will cost no more than calls to geographical numbers (01 or 02) and may be included as part of inclusive minutes in **Your** package.

Section D provides further information on how to make a claim.

B: Cover and Benefits

B1: Cyber cover

In each of the following scenarios, **We** will provide access to an approved **Cyber Specialist** who will make an **Initial Assessment** about how best to resolve the problem and up to 3 hours of additional **Technical Support** and advice. **Our Cyber Specialists** are available from 8am to 6pm, Monday to Friday:

i. Cyber extortion

In a ransomware attack, malware is placed on **Your Device** that may prevent **You** from accessing files and programmes and a message may be presented, threatening to encrypt or delete data unless a payment is made. **Our Cyber Specialists** will advise **You** of the best steps to take and arrange **Technical Support** to attempt to remove the malware.

ii. Hacker damage

Following a hacker gaining access to **Your Device**, programmes may be corrupted and personal data and files may be lost or made inaccessible. **We** will provide access to **a Cyber Specialist** who will make an **Initial Assessment** of the help required and may put **You** in contact with **Technical Support** to assist **You** with reinstating any programmes, data or files that have been lost.

iii. Social engineering

Criminals may exploit human behaviour using a range of techniques such as **Phishing**, **Vishing** and **Smishing** in order to gain access to personal data or tempt subjects to part with funds. Following a social engineering event, **We** can provide access to a **Cyber Specialist** who can guide **You** through the necessary steps to take to secure **Your** online accounts and to spot the signs to look out for in the future.

Indemnity limits:

- We will pay a maximum under this section of:
 - £1,000 in total covering 2 claims per Annual Period if Your Policy is a monthly renewable contract
 - o £1,000 in total covering up to 2 claims in each **Term** if **Your Policy** is an annual contract
- We will provide a maximum of 3 hours of **Technical Support** and advice per incident, in addition to an **Initial Assessment** by a **Cyber Specialist**

Exclusions and conditions of this cover:

- You must:
 - tell **Us** as soon as reasonably possible upon becoming aware of any incident, or **Our** ability to help **You** may be compromised
 - o provide sufficient evidence to satisfy **Our** nominated **Cyber Specialist** that **Your** claim is covered under the policy. For example, this may involve sending pictures of the problem over any available channels, such as WhatsApp.
 - not do anything that hinders the Cyber Specialist or Technical Support
 - o cooperate fully with Us, the Cyber Specialist and Technical Support
- Access to Technical Support is dependent on the outcome of the Initial Assessment provided by the Cyber Specialist and is at their sole discretion
- · Ability to reinstate data is dependent on the relevant back-ups being in place and accessible
- While We are usually able to reinstate standard programmes within any proprietary software
 that can be downloaded from the Cloud, We may not be able to reinstate any bespoke or
 custom programmes that were on Your device prior to the Cyber Attack
- We will not pay any ransom to unlock your **Device** following a ransomware attack
- We will not pay for a replacement Device
- We will not provide cover for accidental damage to Your Device
- We will not be responsible for any costs over and above the £1,000 policy limit

B2: Identity loss expenses insurance

In the event of **Identity Loss**, **We** will pay for the following expenses:

- a one-off payment of £20 for any initial Identity Theft expenses You have to pay when You contact the police, credit agencies, financial service providers, other creditors, debt collection agencies or legal advisers regarding Identity Loss, such as the cost of obtaining paper copies of Your credit reports, the cost of postage and photocopying facilities; any administration fees You have to pay when a loan is rejected on the basis that the lender received incorrect credit information following Identity Loss, including any re-application fees You have to pay;
- Your loss of earnings for any unpaid leave You have to take to defend or resolve Identity Loss.

Indemnity Limits:

We will pay a maximum under this section of:

- £2,500 for all claims in an **Annual Period** if **Your Policy** is a monthly renewable contract
- o £2,500 for all claims in each **Term** if **Your Policy** is an annual contract
- Loss of earnings cover will not exceed £250 per week and will cover a maximum of four consecutive weeks.

Conditions of Cover:

- We must be notified in advance of all costs You intend to claim back prior to You incurring these.
- You must provide the documentary evidence requested to support Your claim. If You
 cannot provide this at the time of Your claim, We must be satisfied that such costs will be
 incurred before We pay any benefit.

B3: Passport and Driving Licence cover

If Your passport or driving licence is lost or stolen during the **Term**, **We** will reimburse **You** for any charges **You** have to pay for the issue of replacements, including an emergency replacement of **Your** passport while **You** are in a country other than the one in which **You** reside.

Indemnity Limit:

• **We** will pay a maximum of £200 per claim under this section.

Conditions of this cover:

- **You** must provide original documentary evidence to support **Your** claim (for example, receipts from the issuing office or from a Consulate).
- If Your passport is stolen, You must file a Police report local to where the incident occurred.

B4: Living expenses cover

We will provide **You** with cash to cover basic living expenses in the event of **Identity Loss** as a result of which **You** have no access to funds or credit. The type of living expenses that **We** will pay for are expenses incurred in providing reasonable food, shelter and to enable continuation of employment.

Indemnity Limits:

- **We** will pay a maximum under this section of:
 - £1,500 for all claims under this section in each Annual Period if Your Policy is a monthly renewable contract
 - \circ We will pay a maximum of £1,500 for all claims under this section in each **Term** if **Your Policy** is an annual contract.
- We will provide You with cash via money transfer until the sooner of:
 - access to credit or funds is restored; or
 - the maximum limit of £1,500 is reached.

Conditions of this cover:

 You must take all reasonable steps to mitigate the amount of such expenses becoming payable.

- You must ask Us for the cash within 48 hours of the time You discover Your access to funds or credit is limited as a result of the Identity Loss.
- You must provide the documentary evidence requested to support Your claim. If You cannot provide this at the time of Your claim, We must be satisfied that such costs will be incurred before We pay any benefit.

B5: Hotel Bill Payment

In the event of a **Card Loss**, if **You** are left without funds and are unable to pay **Your** hotel bill as a result of this, **We** will provide **You** a repayable cash advance via money transfer or may, at **Our** discretion, make payment direct to the hotel, up to the value of £3,000.

This benefit is only available if You:

- a) Are away from **Home** when the **Card Loss** occurs
- b) Have no other way of getting credit or funds

Exclusions and conditions of this cover:

- You must report the Card Loss to Us as soon as reasonably possible following discovery.
- You must ask for the emergency advance within 48 hours of the time when You call to report the Card Loss.
- You must agree to Us or Our administrator contacting a registered credit reference agency
 to check Your credit status before cash is provided/the hotel bill is paid. If We are not
 satisfied with the result of that check, We may refuse to advance You any money and/or pay
 the hotel bill.
- You must make repayment to Us in full within 28 days of the advance and/or payment of the hotel bill. If this does not happen, We may deduct the amount that has not been repaid from any claim You may be paid under this Policy.
- **We** will make all reasonable efforts to provide **You** with emergency funds, however it may not be possible to arrange the transfer of funds to some countries or remote geographical locations due to events or conditions that are outside of the **Insurer**'s control.

B6: Card Cancellation

We will provide a helpline available to You 24 hours a day, 365 days a year for You to report
a Card Loss. If You report a Card Loss to Us, We will contact the Card issuer and ask
them to cancel the Card and provide a replacement. The helpline is available 24 hours a day
7 days per week.

Exclusions and conditions of this cover:

- Our ability to provide the Card cancellation service described above relies on You providing
 as much accurate information as possible about the Cards that have been lost or stolen, and
 the Card issuers accepting and carrying out Our requests to cancel and replace those Cards.
- We are not responsible for any costs that You incur in connection with a Card Loss, including any fees charged by the Card issuer in connection with Your lost or stolen Cards, including but not limited to, any amounts which You have to pay for a replacement Card, and/or any courier costs associated with delivering an emergency replacement Card to You.

B7: Defending your rights

We will pay the **Costs and Expenses** up to £5,000 for defending **Your** rights relating to any legal proceedings in a civil court or prosecution in a criminal court arising from **Identity Loss**.

Exclusions:

We will not pay for:

• Any claim relating to **Your** previous or current trade, business, occupation or profession, for both defending and setting aside any civil judgement entered against **You.**

B8: Vehicle cloning protection

We will pay the **Costs and Expenses** up to £5,000 for defending **You** in civil or criminal proceedings arising from the use of **Your** vehicle's identity by a third party without permission.

We will not pay:

- Where Your vehicle identity has been copied by somebody living with You.
- Where You did not take reasonable precautions against Your vehicle identity being copied without Your permission.

B9: 24 hour legal helpline

You have access to the personal legal helpline services listed below 24 hours a day, 365 days a year. Please note that in some cases, depending on the type of advice required and time of call, a call back may need to be arranged.

If You need to use the helpline services, please have ready Your policy number, You will need to tell the adviser that You are a ClearScore customer.

Legal Advice Line

You now have access to a legal advice line which will provide **You** with legal advice on any matter relating to the laws of the **United Kingdom**. This advice line is available 24 hours a day, 365 days a year. If **You** wish to contact the advice line, please call 0161 603 2193.

B10: Online Legal Document Service:

You now have access to LawAssure, an Online Legal Document Service that provides access to an extensive range of legal documents. This will provide **You** with:

- Access to a range of free legal documents.
- A step by step walkthrough to assist **You** in completing the documents.
- Access to documents which You can try for free before purchasing.

To access this site please go to: www.lawassure.co.uk/fli

You will need to register **Your** account:

- 1. Click on Register.
- 2. Enter **Your** voucher code 'Clearscore01' and click Validate Voucher.
- 3. Complete the registration details and keep a note of Your username and password.

You will only need to complete this process once. Once registered **You** will be able to access the site by entering **Your** username and password details in the boxes provided for existing users.

C: General Conditions

C1: Conditions

We will only be obliged to pay a claim if the following conditions have been complied with.

1. **You** have provided full and accurate information in connection with the claim and have notified it in accordance with the **Policy** requirements.

- 2. **You** must take reasonable precautions to reduce or remove the risk of a claim and not take any deliberate acts which will result in a claim, and to mitigate against further losses.
- 3. **You** must take reasonable precautions to protect against loss or theft of **Your** personal property including **Your Devices**, passwords, passport and driving licence.
- 4. **If You** have had a previous claim, **You** have followed the advice **You** were given by **Our** claims handers or **Technical Support** about how to protect or secure **Your** personal property including **Your Devices**, passwords, passport and driving licence.
- 6. Evidence of expenses incurred in relation to a claim have been provided where required. We may not pay expenses that are not supported by valid evidence. For the avoidance of doubt, photocopies of originals receipts or other relevant documents will be deemed to be valid evidence for these purposes. Claims are notified and losses of items are reported within the timescales specified in these terms and conditions.
- 7. That each and every claim under Sections B7 & B8 has **Reasonable Prospects** of success
- 8. Under Sections B7 and B8 that **You** must report a claim to **Us** immediately after **You** became aware of circumstances which may give rise to a claim.
- 9. That **You** are not claiming for an incident for which **You** knew about or ought reasonably to have known about before the inception date of this Policy.

D: How to make a Claim

D1: How to make a Claim

If You need to make a claim under any section of this **Policy** please contact **Us** at the telephone numbers set out in section 'A: How to get in touch'. **Please** remember that **You** must notify **Us** before **You** incur expenses which **You** intend to claim back under this **Policy** prior to **You** incurring these.

D2: What documents you may need

If You make a claim, You may be required to provide the following documents:

- requests or demands from the providers of finance or credit for the repayment of debt;
- receipts proving expenses **You** may have incurred (for example, hotel bills);
- invoices for any loan rejection or reapplication fees and associated application forms and rejection letters;
- statutory declarations and letters from Your solicitor;
- invoices for any legal expenses being claimed; or
- proof that You took, and that it was necessary for You to take, unpaid leave; and/or
- proof of earnings (for example, wage slips for the previous 3 months or an accountant's declaration);
- backup copies of data or software and/or product keys for software.

If You do not provide the documents We ask for, Your claim may be delayed or We may not be able to pay all or part of Your claim. If You find additional information to support Your claim after a decision has been made, please contact Our claims team so the claim can be reviewed. If You are unhappy with a decision made about a claim, You have the right to make a complaint (see Section E).

When processing and settling claims, the subcontractors do so as agent for the **Insurer**. Any amount due to **You** in settlement of a claim shall not be deemed to have been paid out until received by **You**

D3: Dishonest claims

If **You** make a claim which is in any way dishonest, **We** may refuse to pay this. If **We** pay any benefit and later discover that a claim was dishonest, **We** reserve the right to seek to recover the money paid from **You**.

E: How to make a Complaint

E1: Complaints Procedure

We aim to provide the best possible service. However, there may be occasions when **You** feel this has not been achieved and **You** are entitled to make a complaint.

If You need to complain

- If You have any concerns regarding the sale of this Policy, please contact ClearScore.
- Written complaints regarding this **Policy** in relation to a claim should be addressed to Financial & Legal Insurance Company Limited at:

No. 1 Lakeside, Cheadle Royal Business Park,

Cheadle,

Cheshire.

SK8 3GW

- Alternatively You can email the Insurer: nonmotorclaims@financialandlegal.co.uk
- Or call the **Insurer** on telephone number: 0161 492 1639

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. **You** may contact the Financial Ombudsman Service at:

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

Tel: 0300 123 9 123

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 Citizens Advice Bureau.

F: Cancelling Cover

F1: Cancellation by You

This cover is sold as part of the ClearScore Protect Plus service. You may only cancel this Policy by cancelling Your ClearScore Protect Plus service and cover will end on the same date that the ClearScore Protect Plus subscription ends. If You or ClearScore cancel Your ClearScore Protect Plus subscription Your Policy will end on the same day.

If You cancel this Policy during the Term there is no entitlement to a refund of premium.

You may cancel this **Policy** within 14 days of its inception without any premium charge. Thereafter **You** may cancel the **Policy** at any time however no refund of premium will be available. If **You** wish to cancel this **Policy You** must contact **Clearscore**.

F2: Cancellation by the **Insurer**

Where there is a valid reason for doing so **We** may cancel the insurance by giving **You** seven days' notice in writing sent to **Your** last known address. Valid reasons for cancellation may include but are not limited to:

- Where **You** have given incorrect information and fail to provide clarification when requested.
- Where You breach any of the terms and conditions which apply to Your Policy.

- Where **We** reasonably suspect fraud.
- Use of threatening or abusive behavior or language, or intimidation or bullying of Our staff or suppliers, by You or any person acting on Your behalf.

G: Policy Conditions

Third Party Rights

Except where otherwise required by law, You and We have agreed that:

- it is not intended for any third party to this contract to have the right to enforce the terms of this **Policy**.
- You and We can rescind or vary the terms of this **Policy** without the consent of any third party to this **Policy**, who might seek to assert that they have rights under this **Policy**.

Sanctions

We shall not provide any benefit under this **Policy** to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Applicable Law

In the absence of agreement to the contrary between **You** and **Us** the law of England and Wales will apply to this **Policy**.

Assignment or transfer

This **Policy** may not be assigned or transferred in whole or in part without the written consent of the **Insurer**.

H: Data Protection Statement

Financial & Legal Insurance Company Limited Privacy Notice

We are Financial & Legal Insurance Company Limited, referred to as "we/us/our" in this notice. **Our** data controller registration number issued by the Information Commissioner's Officer is Z7739575.

This privacy notice is relevant to anyone who uses **Our** services, including policyholders and prospective policyholders. **We** refer to these individuals as "you/your" in this notice.

We are dedicated to being transparent about what **We** do with the information that **We** collect about **You**. **We** process **Your** personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of **Your** personal data is necessary for **Us** to administer **Your** insurance **Policy** and meet **Our** contractual requirements under the **Policy**. **You** do not have to provide **Us** with **Your** personal data, but **We** may not be able to proceed appropriately or handle any claims if **You** decide not to do so.

What information do we collect about you?

Where **You** have purchased an insurance **Policy** through one of **Our** agents, **You** will be aware of the information that **You** gave to them when taking out the insurance. The agent will pass **Your** information to **Us** so that **We** can administer **Your** insurance **Policy**. For specific types of insurance policies, for example when offering **You** a travel insurance policy, **We** may process some special categories of **Your** personal data, such as information about **Your** health.

We have a legitimate interest to collect this data as We are required to use this information as part of your insurance quotation or insurance Policy with Us. We may also process the data where it is

necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

Financial & Legal Insurance Company Limited's full privacy notice

This notice explains the most important aspects of how **We** use **Your** data. **You** can get more information about this by viewing **Our** full privacy notice online at http://financialandlegal.co.uk or request a copy by emailing **Us** at info@financial&legal.co.uk. Alternatively, **You** can write to **Us** at: Data Protection, Financial & Legal Insurance Company Limited, No 1 Lakeside, Cheadle Royal Business Park, Cheadle, SK8 3GW.

I: Protecting You

The **Insurer** is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Financial Services Compensation Scheme (**FSCS**) in the **UK** if, in the unlikely event, the **Insurer** cannot meet its liabilities under this **Policy**. The level and extent of compensation provided will depend on the location of the risk, the type of insurance and on the circumstances of the claim.

Further information about the Financial Services Compensation Scheme is available from their website www.fscs.org.uk. The **FSCS** can be contacted:

- online by completing the form on the FSCS website www.fscs.org.uk/contact-us/; or
- by calling 0800 678 1100; or
- by writing to Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY;
 or
- by live chat via the FSCS website www.fscs.org.uk/contact-us/.

Please read your Policy document carefully and keep it in a safe place

The insurance provided by this **Policy** is underwritten by Financial & Legal Insurance Company Limited authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under firm reference number. 202915. Registered in England under Company No. 03034220.