

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 **United Kingdom**.

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, 5400 Lakeside Cheadle Royal Business Park, Cheadle, England, SK8 3GQ (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 **United Kingdom** 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 **United Kingdom** and have paid the **Policy** premium.

Basis of advice

This **Policy** meets the demands and needs of those who wish to insure against the expenses associated with emergency advice where there has been 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.'

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

ClearScore Protect Plus: The identity theft and fraud 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**;
2. 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 Incident: identity theft, financial fraud or loss, online retail fraud, personal data breach, device compromise, ransomware, extortion, reputational damage (i.e. social engineering or cyber bullying), or other types of cyber-related loss or harm

Cyber Specialist/s: CyberScout Limited

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

Family Member/s: **You** and **Your** wife, husband, civil partner, common law partner or partner who lives at the same address as you, regardless of gender, **Your** unmarried dependent children (including adopted, fostered and step-children) under the age of 18 years (or under the age of 21 if in full-time education), living in the same **Home**, including children living away from **Home** in full time education.

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

Insurer, Our, Us, We: Financial & Legal Insurance Company Limited (registered number 03034220) whose registered office address is 5400 Lakeside Cheadle Royal Business Park, Cheadle, England, SK8 3GQ

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.

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: England, Scotland, Wales and Northern Ireland

You, Your/s, Yourself: The person whose name appears on the **Policy Schedule**.

A: How to get in touch

For direct access to the 24-hour **Cyber Specialist** helpline please call **+44 (0)808 169 0110**

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

B: Cover and Benefits

B1: Cyber cover - restoration service & cyber support

You will receive access to the **Cyber Specialist's** personal helpline and resolution centre consisting of unlimited live support, available 24/7, 363 days per year (Closed Christmas and Boxing Day). The **Cyber Specialists** will provide **You** with cyber education, tools and methods to improve cyber hygiene, and if **You** have experienced a **Cyber Incident**, the **Cyber Specialists** will provide remediation assistance and services as set forth in detail below.

- General/Preventative Services.
- Remediation Services.
- First Notice of Loss
- Continuation of Services and Follow Up
- Post Incident Follow-Up.

Terms & Conditions

- The **Cyber Specialist** does not guarantee that any **Cyber Incident** will be resolved in whole or in part and since identity-related information is evergreen, that any future **Cyber Incident** will be prevented
- Availability of educational materials may require adjustment of **Your** spam filter(s) to permit receipt of the communications
- The **Cyber Specialists** personal helpline and resolution center is available for **Your** personal, non-commercial use only
- The **Cyber Specialists** are trained in **Your** emotional needs when suffering a **Cyber Incident** but are not licenced or certified therapists, counselors, psychiatrists or psychologists and therefore the services provided do not include mental health therapy/treatment or any psychiatric, psychological or mental health diagnosis, therapy or treatment

B2: Identity loss inconvenience insurance

In the event of **Identity Loss**, **We** will pay a one-off payment of £300 if **You** are required to contact the police, credit agencies, financial service providers, other creditors, debt collection agencies or legal advisers regarding **Identity Loss**.

Indemnity Limit:

- **We** will pay a maximum of £300 per claim under this section.

Conditions of Cover:

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

Indemnity Limit:

- Up to £500 for all claims under this section in each **Annual Period** if **Your Policy** is a monthly renewable contract
- Up to £500 for all claims under this section in each **Term** if **Your Policy** is an annual contract.

Conditions of this cover:

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

B4: Defending your rights

We will pay the **Costs and Expenses** up to £20,000 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**.

B5: Vehicle cloning protection

We will pay the **Costs and Expenses** up to £20,000 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.

B6: CIFAS protective registration fee reimbursement

We will reimburse **You** or a **Family Member** with the CIFAS protective registration fee if **You** or a **Family Member** successfully apply for the CIFAS protective registration. To apply, please go to this site:

www.cifas.org.uk/services/identity-protection/protective-registration/application-form

Indemnity Limits:

- **We** will pay a maximum under this section of:
 - Up to £120 for all claims under this section in each **Annual Period** if **Your Policy** is a monthly renewable contract
 - Up to £120 for all claims under this section in each **Term** if **Your Policy** is an annual contract.

Conditions of this cover:

- **You** must provide the documentary evidence requested to support **Your** or the **Family Members** claim. If **You** cannot provide this at the time of **Your** or the **Family Members** claim, **We** must be satisfied that such costs will be incurred before **We** pay any benefit.

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 handlers 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 original 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 B4 & B5 has **Reasonable Prospects** of success
8. Under Sections B4 and B5 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 the **Cyber Specialist** 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;
- 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).

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:
5400 Lakeside Cheadle Royal Business Park,
Cheadle,
England,
SK8 3GQ
- 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, 5400 Lakeside Cheadle Royal Business Park, Cheadle, England, SK8 3GQ.

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 **United Kingdom** 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.