

Cycle

Legal Expenses Insurance

Policy Wording

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CYCLE LEGAL EXPENSES

Comprehensive legal expenses insurance for you

Thank you for choosing to insure with Temple Legal Protection. We have designed this policy as a comprehensive legal expenses product to help protect you against legal problems which can occur as a result of your day-to-day life. As the cost of legal actions can be great both in terms of time involved and cost, this policy is designed to provide valuable peace of mind.

This policy document explains the insurance contract between you and us. Please take time to read through this document and in particular take note of the correct procedures to follow.

A handwritten signature in black ink, appearing to read "Laurence Jones". The signature is fluid and cursive, written on a light-colored background.

Managing Director

Temple Legal Protection Limited Head and Registered Office:

One Bell Court

Leapale Lane

Guildford

Surrey GU1 4LY

Registered in England and Wales No. 3698194

Website: www.temple-legal.co.uk

Temple Legal Protection Limited is authorised and regulated by the Financial Conduct Authority.

HELPLINE SERVICES

In the event of a personal legal problem, you can take advantage of our confidential legal advice helpline which can advise on your legal position and what course of action is available to you. When phoning, please have available your policy number or the name of the insurance provider you purchased this policy from.

Legal Advice Service

This service provides you with access to qualified specialists experienced in handling a range of personal legal problems affecting you under UK law.

You can obtain confidential legal advice by phoning **01483 514878**. This helpline is open 24 hours a day, 365 days a year.

Counselling Service

This service provides access to qualified, experienced and professionally accredited counsellors who will provide telephone support on matters causing you distress, either at home or in the workplace.

Support can be provided on issues such as depression, stress, financial difficulties, family problems or the psychological effects of suffering or witnessing an accident at work.

This helpline is available by phoning **01483 954832** and is open 24 hours a day, 365 days a year.

Using the helpline services does not register formal notification of a claim. Please follow the claims reporting procedure detailed on page 5 of this policy document.

MAKING A CLAIM

Whilst certain legal problems can be successfully resolved by using expert guidance provided by the helpline services, other problems may result in you needing to notify us of a claim under this policy.

If you need to make a claim, please note the following:-

1. This is a claims made policy and only claims notified during the period of insurance can be considered.
2. You must notify us as soon as you first become aware of a situation which has given rise to a claim under this policy. Failing to act as quickly as possible could prejudice the case and lead to rejection of your claim.
3. We will not pay any costs incurred before your claim is accepted. You will be responsible for any costs incurred if you instruct your own solicitor, barrister, accountant or other legally qualified person without our agreement.
4. Claims should be notified by completing a claim form which can be requested by phoning **01483 954 089** between the hours of 9am and 5pm, Monday to Friday,

Please return your completed claim form as soon as possible:-

by email: claims@temple-legal.co.uk

or by post: Claims Department, Temple Legal Protection Limited,
One Bell Court, Leapale Lane, Guildford GU1 4LY

5. Once your claim form has been assessed, we will advise whether your claim has been accepted and if a representative is to be appointed to progress your claim.

As part of this assessment we will need to determine how likely you are to be successful in your claim. You may be asked to provide additional information which could include, but not strictly limited to: copies of any communication you have sent or received, copies of employment contracts, contracts with suppliers, contact details of witnesses, medical reports, expert reports and any other information relevant to the claim.

Please note that prospects of success must exist throughout the duration of the claim and cover could be withdrawn if at any point it is no longer likely that your claim will succeed. This may happen if new evidence or information comes to light as the claim progresses.

6. If your claim is not accepted, we will explain the reason why and advise if we can assist in any other way.

Please also refer to the claims conditions on pages of this policy document.

DEFINITIONS

Certain words or phrases will appear throughout this policy in **bold type** and will have the following meanings.

Appointed representative

A solicitor, barrister, accountant or other appropriately qualified person or firm appointed by the **Insurer** to act for the **Insured** in accordance with the terms of this policy.

Co-insurance

The amount specified in the schedule, expressed as a percentage of the **Professional expenses** that shall be payable by the **Insured**, in addition to any **Excess**, if the **Insured** chooses a representative, other than an **Appointed representative** chosen by the **Insurer**, where that representative does not agree to the **Insurer's** standard charging rates.

Excess

The amount specified in the schedule, which is the first amount of a claim that shall be payable by the **Insured**.

Insured

The person named in the schedule and who permanently lives in the **Territorial limits**.

Insured event

A section of cover highlighted in the schedule as 'Included'.

Insurer

Temple Legal Protection Limited who are authorised under a binding authority agreement to underwrite and administer this insurance on behalf of Intact Insurance UK Limited.

Limit of indemnity

The limit specified in the schedule, which is the **Insurer's** maximum liability under this policy in respect of:

- (a) any one claim arising at the same time or from the same originating cause;
- (b) the aggregate for all claims notified during the **Period of Insurance**.

Period of insurance

The period shown in the schedule.

Professional expenses

In connection with an **Insured event** and not exceeding the **Limit of indemnity**:

- (a) Fees, expenses and other disbursements reasonably and proportionately incurred by the **Appointed representative** and agreed by the **Insurer**.
- (b) Opponent's costs in civil cases for which the **Insured** becomes liable and which are agreed by the **Insurer**.

Professional expenses payable by the **Insurer** shall not include any VAT that may be recoverable by the **Insured**.

Prospects of success

- (a) In civil cases it must be more likely than not that:
 - (i) the **Insured person** will achieve a successful outcome in the pursuit or defence of their claim; and
 - (ii) the **Insured person** will succeed in enforcing a judgment for damages or compensation or obtain any other legal remedy to which the **Insurer** has agreed.
 - (b) In criminal prosecution claims it must be more likely than not that:
 - (i) the **Insured person's** sentence or fine will be successfully mitigated if they plead guilty;
 - (ii) the **Insured person** will be acquitted by the court or jury if they plead not guilty.
 - (c) In all civil and criminal claims involving an appeal it must be more likely than not that the **Insured person** will be successful.
- In all cases the **Insurer** or a suitably qualified expert acting on the **Insurer's** behalf will assess and decide whether there are **Prospects of success**.

Territorial limits

Section 1 Personal Injury Worldwide.

Sections 2, 3 and 4, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

WHAT YOU ARE INSURED FOR

In return for payment of the premium and based on the information which the **Insured** or anyone acting on the **Insured's** behalf has provided to the **Insurer**, the **Insurer** will provide insurance and services on the terms contained in this policy, the schedule and any attached endorsements, which shall be considered as one document.

The **Insurer** agrees to indemnify the **Insured** up to the **Limit of indemnity** for **Professional expenses** incurred for an accepted claim, less any applicable **Excess** and/or **Co-insurance**, subject to the terms, conditions and exclusions of this policy, provided that:

- (i) the claim arises under an **Insured event**;
- (ii) the circumstances giving rise to the claim commence during the **Period of insurance** and within the **Territorial limits**;
- (iii) the claim is notified to the **Insurer** as soon as possible and during the **Period of insurance**;
- (iv) any proceedings, or other methods the **Insurer** agrees to resolve the claim, are conducted within the **Territorial limits**; and
- (v) **Prospects of success** exist for the duration of the claim.

INSURED EVENTS

Please refer to your schedule to see which covers are included.

Section 1 Personal Injury

What is covered	What is not covered
<p>Pursuing the Insured's legal rights following a sudden or specific accident which causes death or injury to the Insured within the Territorial Limits;</p> <p><i>providing the claim is the result of a sudden and specific incident and not a result of a gradually developing illness or injury, and</i></p> <p><i>that the claim is brought and conducted in the United Kingdom .</i></p>	<p>Any claim relating to:</p> <ul style="list-style-type: none">(i) Psychological injury or mental illness which is not connected with the Insured having suffered physical bodily injury;(ii) Clinical and medical negligence;(iii) Legal expenses brought or conducted outside of the UK.

Section 2 Damage to Cycles or Cycling Equipment

What is covered	What is not covered
<p>Pursuing the Insured's legal rights over alleged or actual physical damage to their cycles or cycling equipment;</p> <p><i>Provided that the value of the amount claimed is more than £100.</i></p>	<p>Any claim relating to:</p> <ul style="list-style-type: none">(i) A contract the Insured has entered into;(ii) Disputes with the Insurer or another insurance company;(iii) The Insureds use of Motor vehicles.

Section 3 Defence of Cycling Offences

What is covered	What is not covered
<p>(a) Defending the Insured's legal rights following an alleged offence in relation to cycling which leads to:</p> <ul style="list-style-type: none"> (i) the Insured being interviewed by the Police or other prosecuting authority where the Insured is suspected of committing a criminal offence; (ii) the Insured being prosecuted in a criminal court. 	<p>Any claim relating to:</p> <ul style="list-style-type: none"> (i) Allegations of fraud, theft, forceful, violent or wilful acts, or allegations of the Insured's involvement with an accident involving personal injury or death; (ii) Deliberate or reckless acts by the Insured person or the Insured person's negligent disregard of the need to take all reasonable steps to avoid, prevent and limit any such claim.

Section 4 Cycling Contractual Disputes

What is covered	What is not covered
<p>A dispute arising from an agreement which has been entered into by the Insured for the:</p> <ul style="list-style-type: none"> (a) purchase, hiring in, or sale of a cycle or cycling equipment; (b) repair, maintenance or servicing of your cycle or cycling equipment; <p><i>Providing the agreement is entered into:</i></p> <ul style="list-style-type: none"> (i) <i>in a personal capacity and not for the Insured's business use; and</i> (ii) <i>the amount in dispute is more than £100 (including VAT).</i> 	<p>Any claim relating to:</p> <ul style="list-style-type: none"> (i) Non cycling goods, services or activities; (ii) Contracts governed by the Consumer Credit Act, loans, hire purchase agreements, mortgages, pensions or any other financial product; (iv) Motor vehicles which are owned by, or hired or leased to the Insured; (v) Disputes over an insurance policy.

GENERAL EXCLUSIONS

The **Insurer** will not pay for the following:

<p>1. Unauthorised costs Professional expenses or any other costs incurred without the Insurer's consent, or before the Insurer has given written acceptance of a claim.</p> <p>2. Pre-inception circumstances Events or disputes which could give rise to a claim under this insurance occurring prior to, or existing before the Insured took out this policy, and which the Insured knew or ought reasonably to have known about.</p> <p>3. Deliberate acts Claims arising out of deliberate or reckless acts by the Insured person or the Insured person's negligent disregard of the need to take all reasonable steps to avoid, prevent and limit any such claim.</p> <p>4. Professional duty The Insured person's defence in proceedings arising from injury, loss, destruction or damage of or to property, or any alleged breach of any professional duty.</p> <p>5. Government and local authorities Any dispute with government or local authority departments concerning the imposition of statutory charges.</p>	<p>6. Dishonest acts Any claim against the Insured person which alleges dishonesty.</p> <p>7. Judicial Reviews and legislation challenges Claims relating to the Insured person's involvement in a Judicial Review or challenge to existing or proposed legislation.</p> <p>8. Disputes with family members Claims relating to disputes between the Insured and any members of the Insured's immediate family.</p> <p>9. Fines and penalties Fines, penalties or compensation awarded against the Insured; or costs the Insured may be ordered to pay by a court of criminal jurisdiction.</p> <p>10. Disputes with the Insurer Any costs relating to disputes with the Insurer.</p> <p>11. Defamation of character Claims relating to allegations of libel or slander.</p> <p>12. Group litigation orders Disputes relating to class actions where the Insured is part of a group of people who are all making the same claim.</p>
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GENERAL CONDITIONS

Please ensure the following conditions are understood and where required to do so, are complied with at all times. Failure to do so may in some circumstances result in the **Insurer** refusing to pay **Professional expenses** or cancelling this policy.

1. The Insured's duties

The **Insured** must:-

- (a) comply with all terms and conditions of this policy;
- (b) act as if uninsured and take all reasonable precautions to prevent the occurrence of a claim;
- (c) provide complete and accurate information when requested by the **Insurer**. This information may be required during the **period of insurance** or relating to a claim.

2. Cancellation

- (a) The **Insured** can cancel this policy at any time within 14 days of first taking it out. A full refund of premium will be provided as long as no claim is reported.
- (b) The **Insured** can cancel this policy at any other time, as long as the **Insurer** is given 14 days' notice. A pro-rata refund will be provided as long as no claim is reported during the current **Period of insurance**.
- (c) The **Insurer** can cancel this policy at any time, subject to providing the **Insured** with at least 14 days' written notice. Reasons the **Insurer** may cancel this policy include, but are not strictly limited

to:

- fraudulent activity has been identified, or an attempt to gain advantage under this policy to which the **Insured person** is not entitled;
- the **Insured person** has failed to co-operate with the **Insurer** or an **Appointed representative** and this failure has adversely affected a claim or is considered a material breach of policy terms and conditions.

3. Fraudulent claims

If it is proven that the **Insured** has made a fraudulent claim, the **Insurer** reserves the right to:

- (a) terminate the policy from the date of the alleged claim and not refund any premium paid by the **Insured**; and/or
- (b) recover from the **Insured** any **Professional expenses** or other costs paid in respect of that fraudulent claim.

4. Disputes

In the event of a dispute between the **Insured** and the **Insurer** arising from a claim or policy terms and conditions, the **Insurer's** complaints procedure should firstly be followed.

If that dispute cannot be settled, the **Insured** can contact the Financial Ombudsman Service or alternatively refer the matter to arbitration which is a formal and binding process where disputes are considered and resolved by independent arbitrators in accordance with the Arbitration Act.

A suitably qualified person must be agreed by both the **Insured** and the **Insurer**, but if agreement cannot be reached an arbitrator shall be appointed by the President of the Chartered Institute of Arbitrators. The arbitrator may require the **Insured** or the **Insurer** to pay the costs of any arbitration, which are not indemnified under this policy.

5. Applicable law and Acts of Parliament

This policy is governed by the laws of England and Wales. Any Acts of Parliament specified in this policy shall include subsequent amending or replacement legislation and shall include equivalent legislation enforceable within the **Territorial limits**.

6. Third party rights

Only the **Insured** and the **Insurer** are granted rights to enforce the terms and conditions of this policy. The Contracts (Rights of Third Parties) Act 1999 does not apply to this policy and any other party has no right to enforce any of its terms or conditions.

7. Bankruptcy or insolvency

If the **Insured** becomes insolvent, is declared bankrupt or files for bankruptcy, or enters into a voluntary arrangement or deed of arrangement, the **Insurer** reserves the right to:

- (i) immediately withdraw funding for any claim and pay no further **Professional expenses**; and/or
- (ii) cancel the policy with immediate effect.

CLAIMS CONDITIONS

Please ensure the following conditions are understood and where required to do so, are complied with at all times. Failure to do so may result in the **Insurer** refusing to pay **Professional expenses**. Please also follow the claims reporting procedure on page 5 of this policy document.

1. The Insurer's consent

- (a) After consideration of the claim form and any other information that has been requested, the **Insurer** will advise whether consent is given to appoint an **Appointed representative** and to incur **Professional expenses**.
- (b) Consent will only be given if the **Insured** has acted properly and reasonably at all times and the **Insurer** is satisfied there are **Prospects of success**, which must exist throughout the duration of the claim.
- (c) When consent is given, the **Insurer** may impose conditions on the conduct of the claim including imposing a maximum amount of **Professional expenses** that may be incurred without further application to the **Insurer**. Any **Professional expenses** incurred in breach of such conditions will not be covered under this policy.
- (d) If the **Insured** proceeds with a claim to which the **Insurer** has not consented due to insufficient **Prospects of success** and the **Insured** subsequently achieves a successful outcome in that claim, the **Insurer** will consider paying **Professional expenses**, after such consent had been refused, in accordance with the **Insurer's** standard terms of appointment and subject to all other terms and conditions of the policy.

2. Appointed representative

- (a) Once a claim is accepted by the **Insurer**, an **Appointed representative** chosen by the **Insurer** will be appointed to act on the **Insured's** behalf.
- (b) In certain circumstances, the **Insured** may nominate a representative to act as the **Appointed representative**:
 - if legal proceedings need to be issued; or
 - if there is a conflict of interest;and in such cases the **Insured** must send the **Insurer** the contact details of their chosen representative. If that representative is not an **Appointed representative** of the **Insurer**, they will be expected to act in accordance with the **Insurer's** standard terms of appointment and also agree to the **Insurer's** standard charging rates. If the **Insured's** chosen representative does not agree to the **Insurer's** standard charging rates, a 40% **Co-insurance** shall apply. A copy of the standard terms of appointment (including standard charging rates) is available on request.
- (c) The **Appointed representative** must co-operate with the **Insurer** at all times and provide the **Insurer** with any information or documentation when requested to do so.
- (d) If at any stage of the claim:-
 - the **Insured** dismisses the **Appointed representative** without good reason; or
 - the **Insured** withdraws from a claim without the **Insurer's** consent; or
 - the **Appointed representative** refuses to continue acting for the **Insured** with good reason;the **Insurer** reserves the right to withdraw consent and pay no further **Professional expenses**.
- (e) Any dispute over the **Insured's** choice of representative shall be resolved in accordance with **General Conditions 4**.

3. Conduct of claims

The **Insured** must:

- (a) co-operate fully with the **Insurer** and the **Appointed representative** at all times;
- (b) conduct all claims with the same care and economy as if they were not insured;
- (c) minimise the cost of all claims;
- (d) comply with all rules of, and orders made by the court, and any advice given by the **Appointed representative**;
- (e) provide, obtain or sign all documents as necessary, attend meetings or hearings as required and provide the **Insurer** with any information when requested to do so.

Failure to observe and comply with these terms will entitle the **Insurer**, at their discretion, to deny payment or reduce payment in respect of any claim.

The **Insured**, the **Insurer**, and the **Appointed representative** must at all times have regard to the overriding objective of the Civil Procedure Rules.

4. Developments during the claim including offers of settlement

- (a) The **Insured** and the **Appointed representative** must keep the **Insurer** up-to-date with the progress of the claim and must inform the **Insurer** of any matter which may affect the **Prospects of success** or of any other development which may affect whether or not it is reasonable and proportionate for the **Insurer** to continue paying **Professional expenses**.
- (b) The **Insured** and the **Appointed representative** must inform the **Insurer** immediately an offer to settle a claim is received and must not negotiate or enter into any agreements to settle a claim without the **Insurer's** written consent.
- (c) If the **Insured** rejects or does not make an offer of settlement that the **Insurer** or the **Appointed representative** determine to be reasonable, the **Insurer** reserves the right to refuse paying any further **Professional expenses**.
- (d) The **Insurer** reserves the right to settle a claim by paying an amount reasonably claimed by or against the **Insured** instead of starting or continuing with legal action, and will no longer be liable for any **Professional expenses** arising from that claim. If this right is exercised, the **Insurer** can also take over and conduct a claim in the **Insured's** name and pursue or settle a claim against the other party to the dispute.
- (e) If at any time, whether because of the possibility of settlement, a change in the **Prospects of success** or the prospects of any judgment not being successfully enforced, or of the **Insured's** insolvency, or for any other reason, it ceases to be reasonable in all the circumstances to continue to incur **Professional expenses**, the **Insurer** may withdraw consent and no further **Professional expenses** will be paid.
- (f) If at any point during a claim a fact becomes known which results in that claim not having been brought within the terms and conditions of this policy, the **Insurer** reserves the right to recover any **Professional expenses** already paid in respect of that claim and not pay any further **Professional expenses** in respect of that claim.
- (g) If the **Insured** does not agree with the **Insurer's** decision on the merits of a claim, the **Insured** can, at the **Insured's** own expense, obtain an opinion from an expert who has been approved in advance by the **Insurer**. The expert must be in receipt of the same information regarding the claim as provided to the **Insurer**. If the expert decides in the **Insured's** favour, the **Insurer** will reconsider the merits of that claim. If the expert decides in the **Insurer's** favour, it does not affect the **Insured's** right to use the **Insurer's** complaints procedure.

5. Payment of Appointed representative's bills

- (a) The **Insurer** will pay **Professional expenses** (including payment on account for interim bills) only if the **Insurer** is satisfied that the charges are reasonable and proportionate and have been properly incurred, subject to the **Insured** paying any **Excess**, **Co-insurance** and any recoverable VAT.
- (b) If requested by the **Insurer**, the **Insured** must ask the **Appointed representative** to submit its bill of costs for audit by the **Insurer**, or for assessment by the Court.
- (c) If it is later established that **Professional expenses** or any other costs incurred were not payable under this policy in whole or in part then the **Insurer** will be entitled to recover such payments from the **Insured**.

6. Recovery of costs

The **Insured** must take all reasonable steps to recover **Professional expenses** that have been incurred and pay any sums recovered to the **Insurer**. If the **Insured** recovers any sum that covers both damages and costs, or they recover damages but do not recover costs, a fair and reasonable proportion of the total amount recovered shall be deemed to be a recovery of costs and shall be reimbursed to the **Insurer**. Where such a sum is recovered in instalments, all costs to the **Insurer** shall be reimbursed first.

7. Apportionment of costs

If any claim covered under this policy should also be covered under any other insurance policy, the **Insurer** will only pay their rateable proportion of that claim.

8. Appeals

If the **Insured** wishes to pursue an appeal following the original outcome of an **Insured event**, the **Insurer** must be notified immediately. Strict time limits apply for appeals and in order for the **Insurer** to fully consider the merits of the **Insured's** appeal, which must have **Prospects of success**, written notification of the **Insured's** intention to appeal must be received by the **Insurer** no less than 10 days prior to the expiry of the relevant time limit. If an appeal is lodged against a decision made in the **Insured's** favour, the **Insurer** must also be notified immediately.

If the **Insurer** agrees to pay **Professional expenses** for an appeal, these costs will be subject to the **Limit of indemnity** for the original claim and all other terms and conditions of this policy.

DATA PROTECTION

By taking out this policy you agree that Temple Legal Protection and other parties may need to share information for the purpose of administering this policy and in the provision of claims handling and helpline services. Any information provided to Temple Legal Protection will be processed in accordance with Temple Legal Protection's Privacy Policy (<http://www.temple-legal.co.uk/privacypolicy>).

COMPLAINTS PROCEDURE

If you are not happy with the level of service you have received, how a claim has been handled or with any other aspect of the policy, you can register a complaint directly with Temple:

By email: complaints@temple-legal.co.uk

By phone: 01483 577877

By post:

The Compliance Officer, Temple Legal Protection Limited, One Bell Court, Leapale Lane, Guildford GU1 4LY

If you are not happy with the response you have received, you may be able to refer the matter to the Financial Ombudsman Service provided your business falls within their jurisdiction. The Financial Ombudsman Service can normally deal with complaints from micro-enterprises (small businesses) with less than 10 employees and an annual turnover of less than €2m. They will be able to tell you if your business is eligible.

The Financial Ombudsman Service can be contacted:

By email:
complaint.info@financial-ombudsman.org.uk

By phone:
0800 023 4567 (free from a landline) or
0300 123 9123 (free from some mobile phones)

By post:
Financial Ombudsman Service, Exchange Tower, London E14 9SR

Or you can visit their website at www.financial-ombudsman.org.uk and follow the guidelines on how to complain.

The insurer is bound by decisions made by the Financial Ombudsman Service but they are not binding on you.

Using the complaints procedure does not affect your right to take legal action.

OTHER INFORMATION

The contact details for the Insurer are: Intact Insurance UK Limited, 22 Bishopsgate, London, EC2N 4BQ. Registered No. 00093792. Tel 01403 232323.

Intact Insurance UK Limited, whose registered office is at 22 Bishopsgate, London, EC2N 4BQ, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial services register number 202323. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

Intact Insurance UK Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if Intact Insurance UK Limited cannot meet their obligations. This depends upon the type of business and circumstances of the claim. Most insurance contracts are covered for up to 90% of the claim. Further information is available from the FSCS. The FSCS can be visited on the internet at www.fscs.org.uk or by contacted on 020 7741 4100 or 0800 678 1100.

TEMPLE LEGAL PROTECTION LIMITED

Guildford Address:

One Bell Court
Leapale Lane
Guildford GU1 4LY

Tel: 01483 577 877

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