

## STAFF ABSENCE INSURANCE – POLICY WORDING

This policy is a contract between **You** and the **Insurer**, Acasta European Insurance Company Limited, PO Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar (registered no. 96218) which is authorised and regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority for the conduct of UK business. Details about the extent of **Our** regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Acasta European Insurance Company on request.

This policy is evidence of a contract of insurance and will only become effective when **We** have received payment in full.

The **Insurer** will indemnify the **Insured Person** subject to the terms, conditions, clauses and exclusions of this policy during the **Period of Insurance** within the **Geographical Limits**.

### DEFINITIONS

Where **We** explain what a word means, that word will have the same meaning wherever it is used in the policy. These words are highlighted by the use of bold print.

#### **Absent / Absence**

**Absence**, which occurs in the **Period of Insurance** caused by **Bodily Injury** or sickness certified by a **Medical Practitioner**, which entirely prevents the **Insured Person** from engaging in his / her **Usual Occupation**. Investigative treatment is not considered as preventing an **Insured Person** from engaging in his / her **Usual Occupation**. Provided that **You** have selected the relevant cover options, **Absence** also includes time off granted for Compassionate Leave, Paternity / Adoption Leave or Jury service.

#### **Academic Working Day**

Any day when an **Insured Person**, other than support staff on annual contracts, would be at their place of employment during official school term excluding inset days, special leave days, strike days, non pupil days, polling days or holiday periods (including statutory bank holidays).

#### **Administrators**

Alternative Insurance Propositions Ltd, Anglia House, Carrs Road, Cheadle, Cheshire, SK8 2LA

#### **Benefit Period**

The maximum number of **Academic Working Days**, as shown on the **Schedule**, for which **Daily Benefit** is payable in respect of an **Insured Person's Absence** due to any one **Bodily Injury** or sickness. In the event of non-renewal of the policy all benefit payments shall cease at the expiry date of the **Period of Insurance**. The maximum benefit payable for any claim is 190

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days (250 days for staff on annual contracts) minus **Your** chosen **Excess Day Period**.

## **Bodily Injury**

Injury, caused by accidental means, which solely and independently of any other cause results in the **Insured Person's Absence** within 104 weeks from the date of such accident. **Bodily Injury** shall not include any sickness, disease, naturally occurring condition, any gradually operating cause or any post-traumatic stress condition.

## **Claim Administrators**

Reactive Claims, Attwood House, Mansfield Business Park, Four Marks, Hampshire, GU34 5PZ – Tel – **01420 383 066**

## **Daily Benefit**

The amount paid for each **Academic Working Day** the **Insured Person** is **Absent**, as shown on the **Schedule**. In the event of a claim exceeding 100 **Academic Working Days** the **Daily Benefit** will be reduced to 50% for the remainder of the **Benefit Period**.

## **Effective date of cover**

The date from which an **Insured Person** is added to the insurance policy, as shown on the **Staff List**.

## **Excess Day Period**

The first number of **Academic Working Days** at the beginning of a period of **Absence**, for which no **Daily Benefit** is payable, as shown on the **Schedule**. Excess days must be continuous/consecutive days to trigger the **Benefit Period**.

## **Full Time Equivalent (FTE)**

This means the number of paid **Insured Persons** on a full time basis plus the number of paid **Insured Persons** on a part time basis, in the same working category, converted to full time basis. For example: an **FTE** of 1 means that an **Insured Person** is equivalent to a full time worker, whilst an **FTE** of 0.5 signals that the **Insured Person** only works half time. Benefit for an **Insured Person** who is employed on a part time basis will only be payable for those hours or days for which the **Insured Person** is contracted.

## **Insured Person**

The person or persons listed in the **Staff List** who are actively at work on the start day of this Policy. **Insured Persons** joining the **Staff List** must complete 10 consecutive days work prior to being eligible for benefits.

## **Medical Practitioner**

A person who has the necessary medical or surgical qualifications and who is licensed to practise in the **United Kingdom**, other than:

- a) an **Insured Person**;

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- b) a member of the immediate family of the **Insured Person**;
- c) a person employed by **You**;
- d) someone who is living in the same household as the **Insured Person**.

<b>Period of insurance</b>	The period for which cover is in force, as shown on the <b>Schedule</b> , provided the correct premium is paid.
<b>Schedule</b>	The document <b>You</b> are given to confirm <b>Your</b> insurance cover which provides details of the <b>Period of Insurance</b> , premium, <b>Daily Benefit</b> , <b>Benefit Period</b> and <b>Excess Day Period</b> as selected by <b>You</b> .
<b>Staff list</b>	The list <b>You</b> provide to the <b>Administrators</b> detailing the staff to be insured under <b>Your</b> policy and their <b>Effective Date of Cover</b> for whom <b>You</b> have paid premium.
<b>Terrorism</b>	An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
<b>United Kingdom</b>	England, Scotland, Wales, Northern Ireland, Isle of Man and the Channel Islands.
<b>Usual Occupation</b>	The tasks, duties and other functions which the <b>Insured Person</b> performs under his or her contract of employment with <b>You</b> .
<b>We / Us / Our / Insurer</b>	Acasta European Insurance Company Ltd
<b>You / Your</b>	The Teaching Establishment named in the <b>Schedule</b> .

This document, the **Schedule** and any **endorsement(s)** attached form **Your** policy. This document sets out the conditions of the insurance between **You** and **Us**. Please read the whole document carefully and keep it in a safe place

It is important that:

- **You** check that the sections **You** have requested are included in the **Schedule**;

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- **You** check that the information **You** have given **Us** is accurate – see the “information **You** have given **Us**” section;
- **You** notify the **Administrators** as soon as practicable of any inaccuracies in the information **You** have given;
- **You** comply with **Your** duties under each section and under the insurance as a whole.

## Information You have given Us

In deciding to accept this policy and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat this policy as if it never existed and decline all claims.

If **We** establish that **You** carelessly provided **Us** with false or misleading information it could adversely affect **Your** policy and any claim. For example, **We** may:

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered;
- amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness;
- reduce the amount **We** pay on a claim in the proportion the premium **You** have paid bears to the premium **We** would have charged **You**; or
- cancel **Your** policy in accordance with the Right to cancel condition below.

**We** or the **Administrators** will write to **You** if **We**:

- intend to treat **Your** policy as if it never existed; or
- need to amend the terms of **Your** policy.

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform **Your broker** as soon as practicable.

## YOUR COVER

*All of **Your** employees under the age of 70 are eligible to be covered under this policy.*

Subject to the terms, conditions and exclusions of this policy, if during the **Period of Insurance** an **Insured Person** becomes **Absent** due to **Bodily Injury** or sickness, and this **Absence** continues beyond the **Excess Day Period**, **We** will pay **You** a **Daily Benefit** for each further **Academic Working Day** of the

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## Insured Person's Absence until:

- the **Insured Person** is no longer **Absent**;
- the **Benefit Period** has expired;
- the expiry of the **Period of Insurance** during which the **Insured Person** reaches the age of 70 years;
- the **Insured Person** is no longer employed by **You**; or
- the **Period of Insurance** expires and the policy is not renewed
- the policy is cancelled.

Payment of benefit will be made once the **Absence** has finished and the **Insured Person** returns to work or on the expiry of the **Period of Insurance** should the policy not continue, whichever happens first. In cases of longer term **Absence** where a claim extends over a month end, then monthly interim payments will be made upon receipt and acceptance of necessary claims documentation. This will continue until the end of the claim.

## Claims Continuance

**We** will continue to pay a **Daily Benefit** for claims in existence at the expiry of the **Period of Insurance** provided that **We** offer and **You** accept renewal of the policy. Otherwise all claims will cease to be paid at the expiry date of the **Period of Insurance**.

## Phased Return

If an **Insured Person** is **Absent** and the Local Education Authority Occupational Health Department or Officer recommends the Phased Return to work to some or all of his or her duties of his or her **Usual Occupation**, **We** will continue to pay a benefit at the reduced rate of 50% for up to **100 Academic Working Days** after the commencement of the Phased Return or until the **Insured Person** returns to all duties of his/her **Usual Occupation**, whichever happened first. The reduced rate of 50% will be applied to any days that the **Insured Person** is **Absent** or only completes in part. If the **Insured Person** goes **Absent** again whilst on Phased return the original period of **Absence**, the period of phased return and this further period of **Absence** will all be treated as one claim, no further **Excess Day Period** will be applied and the claim will be subject to one **Benefit Period**.

## Stress related conditions

The **Schedule** will show what level of cover **You** have selected. If **You** have selected Full Cover then any claims for stress, depression, clinical depression, anxiety, neurosis, psychoneurosis, psychoses or mental or emotional disorders will be treated like any other claim. Any claim of this nature that goes beyond 30 days is required to be referred to Insight Wellbeing and the member of staff must make contact with a view to assisting in their rehabilitation back in to work.

If **You** have selected Restricted Cover then any claims for stress,

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depression, clinical depression, anxiety, neurosis, psychoneurosis, psychoses or mental or emotional disorders will be subject to a maximum **Benefit Period** of 30 **Academic Working Days**

If **You** have selected No Cover then any claims for stress, depression, clinical depression, anxiety, neurosis, psychoneurosis, psychoses or mental or emotional disorders will be declined.

## **Compassionate or Bereavement Leave**

The Schedule will show whether **You** have selected this section of cover **We** will pay **You** the costs of hiring a supply member of staff up to the **Daily Benefit** for up to **5 Academic Working Days** during each **Period of Insurance** if **You** employ a supply member of staff as a result of an **Insured Person** taking compassionate leave from his or her **Usual Occupation** in accordance with the Employments Rights Act 1996 provided that the reason for leave could not reasonably be foreseen by the **Insured Person** prior to commencement of the **Period of Insurance**. Compassionate Leave will only be deemed applicable to members of **Your** immediate family (spouse, children, siblings, parents, grandparents, grandchildren).

No **Excess Day Period** is applied for this type of claim.

## **Maternity / Adoption Leave**

The **Schedule** will show whether **You** have selected this section of cover The policy is extended to include a lump sum benefit payment for an **Insured Person** returning from maternity leave. This benefit is payable at £3,500 for teaching staff and £1,500 for support/other staff. This benefit can be increased by endorsement up to a maximum of £5,000 (for teaching staff only) for an additional charge per **Insured Person**.

Benefit is only payable in respect of an **Insured Person** who became pregnant after their **Effective Date of Cover**. In exceptional circumstances, benefit will be payable in respect of an **Insured Person** who became pregnant up to 8 weeks prior to their initial **Effective Date of Cover** providing the school has no other cover in place and providing **You** were not aware of the pregnancy on the **Effective Date of Cover**. The maximum payment in any one **Period of Insurance** is £3,500 for teaching staff or £1,500 for support/other staff (or up to £5,000 for teaching staff by endorsement). The benefit is payable as a lump sum once the **Insured Person** resumes permanent employment within 12 months of the date of birth subject to a current policy with **Us** being in force at that date. All pregnancies and ongoing maternity leave must be declared by **You** at the time of renewal discussions for cover to be provided. Benefit will be payable based on the benefit level in force at the time **You** were advised of the pregnancy. Furthermore, benefit will be payable on an **FTE** basis. For example, if an **Insured Person** returns

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to work on a 50% basis, then only 50% of the maternity benefit will be payable, regardless of **FTE** status prior to confinement. In cases of adoption leave the primary carer will be treated as the **Insured Person**.

**Paternity / Adoption Leave** *The **Schedule** will show whether **You** have selected this section of cover*

**We** will pay **You** the costs of hiring a supply member of staff up to the **Daily Benefit** for up to up to 3 **Academic Working Days** if an **Insured Person's** partner/spouse gives birth to or adopts a child, resulting in the **Insured Person** being **Absent**. **Daily Benefit** is only payable in respect of an **Insured Person** whose partner/spouse becomes pregnant (or is granted an adoption) after the **Insured Person's Effective Date of Cover**.

No **Excess Day Period** is applied for this type of claim.

**Jury Service**

*The **Schedule** will show whether **You** have selected this section of cover*

**We** will pay **You** the costs of hiring a supply member of staff up to the **Daily Benefit** for up to 10 **Academic Working Days** for which an **Insured Person** attends jury service provided that the **Insured Person** received a summons from the court service after their **Effective Date of Cover**.

No **Excess Day Period** is applied for this type of claim.

## POLICY EXCLUSIONS

1. **We** will not pay any claim arising directly or indirectly or contributed to by:
  - a. the radioactive toxic explosive or other dangerous properties of any nuclear assembly or any part of it, ionising radiation or contamination by radio-activity from any nuclear waste or from the combustion of nuclear fuel.
  - b. the **Insured Person** committing or attempting to commit suicide or intentional self-inflicted injury.
  - c. the **Insured Person's** active service in the Armed Forces of any nation other than the **United Kingdom's** officially recognised Volunteer Reserves.
  - d. the **Insured Person** flying, except as a passenger in an aircraft operating under its own power.
  - e. war, invasion, acts of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war, rebellion, **Terrorism**, revolution, insurrection, riot, strike, labour disturbance, protest, dispute, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power but this exclusion shall not apply to losses arising from **Terrorism**, unless such losses are caused by nuclear, chemical or biological attack.
  - f. the **Insured Person's** own alcoholism or drug addiction / abuse.
  - g. any physical defect, infirmity, medical or mental condition for which medical advice or treatment has been received in the twelve month period prior to the **Insured Person's Effective Date of Cover** and which has led to an **Absence of 5 or more consecutive Academic Working Days** within the twelve month period prior to the **Insured Person's Effective Date of Cover**. This exclusion will only apply in the first twelve months from the **Insured Person's Effective Date of**

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## Cover.

- h. sexually transmissible disease.
  - i. treatment or surgery which is not medically necessary to sustain or maintain the **Insured Person's** quality of life and which is undertaken solely at the **Insured Person's** request.
  - j. any period of **Absence** consequent upon surgery which has been planned or for which an **Insured Person** has consulted a **Medical Practitioner** prior to their **Effective Date of Cover**. This exclusion will only apply in the first twelve months from the **Insured Person's Effective Date of Cover**.
  - k. stress, depression, clinical depression, neurosis, psychoneurosis, psychoses or mental or emotional disorders of any kind for which medical advice or treatment has been received in the twelve month period prior to the **Insured Person's Effective Date of Cover** and which has led to an **Absence of 5 or more consecutive Academic Working Days** within the twelve month period prior to the **Insured Person's Effective Date of Cover**. This exclusion will only apply in the first twelve months from the **Insured Person's Effective Date of Cover**.
  - l. a pandemic as declared by the World Health Organisation and/or any governmental body or national health authority.
  - m. Any claim submitted more than 30 **Academic Working Days** after the start date of **Absence**.
  - n. pregnancy or any consequence of pregnancy related illness or childbirth during or following the eleventh week before the expected date of birth.
  - o. the illegal act of the **Insured Person**.
  - p. intentional self injury, alcoholism, eating disorders, substance abuse, suicide or attempted suicide or wilful or deliberate exposure to danger (except in an attempt to save human life).
2. **We** will not provide cover or pay a **Daily Benefit** after the expiry of the **Period of Insurance** during which the **Insured Person** reaches the age of 70 years.
  3. **We** will not pay a **Daily Benefit** in respect of any inset days, special leave days, strike days, non pupil days, polling days, suspension of staff or holiday periods (including statutory bank holidays).
  4. **We** will not pay a **Daily Benefit** for **Absence** caused solely by investigative treatment.

## GENERAL CONDITIONS

### Governing Law

This policy is governed by English law.

### Fraudulent Claims or Statements

If **You**, or anyone acting on **Your** behalf, making a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance may become invalid. This means **We** may have the right to refuse any claim, or any subsequent claim, on this policy or void the policy in its entirety.

### Cancelling this insurance

**You** can cancel this insurance at any time by writing to Alternative Insurance Propositions Ltd, Anglia House, Carrs Road, Cheadle, Cheshire, SK8 2LA.

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**We** can cancel this insurance by giving **You** thirty (30) days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- non-payment of premium;
- a change in risk occurring which means that **We** can no longer provide **You** with insurance cover;
- non-cooperation or failure to supply any information or documentation **We** request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

## Refund of Premium

This insurance has a cooling off period of fourteen (14) days from either:

- the date **You** receive this insurance documentation; or
- the start of the **Period of Insurance**;

whichever is the later.

If this insurance is cancelled then, provided **You** have not made a claim, **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis. For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium.

If **You** cancel this insurance outside the cooling off period, there will be an additional charge, as stated in the **Schedule**, to cover the administrative cost of providing the insurance.

If **We** pay any claim, in whole or in part, then no refund of premium will be allowed.

## Premium Adjustment

If the premium for this policy is based on estimates **You** must keep an accurate record containing all relevant information. **You** must at all times allow **Us** to inspect these records and must supply all information that **We** may require within 30 days of the expiry of the **Period of Insurance** and **We** will adjust the premium (subject to a minimum premium charge).

## Change of Circumstances

**You** must immediately inform **Us** in writing of any change which could affect the risks insured under this policy, for example changes to staffing numbers. If **You** are not sure whether or not an alteration is relevant please contact **Us** anyway. **You** must advise **Us** of any changes or amendments to the **Staff List** provided within seven days of the alteration occurring or as soon as is reasonably practicable.

## Interest

**We** shall not be liable to pay interest on any benefit payable under this policy.

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## Waiver

If the **Insurer** or any **Insured Person** fails to exercise or enforce any rights conferred on them by this policy, the failure to do so will not be deemed to be a waiver of such right, nor will it bar the exercise of enforcement of such rights at any subsequent time.

## Assignment

This policy is not transferable to any other person. Payment of any benefit will be made only to **You** in full and final settlement of **Your** claim.

## Duty of Care

**You** and the **Insured Person** shall take all reasonable steps to prevent **Bodily Injury** or sickness.

## Third party rights

Unless expressly stated in this policy, nothing in this policy will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999. This Condition does not affect any right or remedy, of any person, which exists or is available otherwise than pursuant to that Act.

## Data Protection

Any personal information provided by **You** may be held by the **Insurer** in relation to **Your** insurance cover. It may be used by **Our** relevant staff in making a decision concerning **Your** insurance and for the purpose of servicing **Your** cover and administering claims. Information may be passed to loss adjusters, solicitors, reinsurers or other service providers for these purposes. **We** may obtain information about **You** from credit reference agencies, fraud prevention agencies and others to check **Your** credit status and identity. The agencies will record **Our** enquiries, which may be seen by other companies who make their own credit enquiries. **We** will check **Your** details with fraud prevention agencies. If **You** provide false or inaccurate information and **We** suspect fraud, **We** will record this.

**We** and other organisations may use these records to:

- a. Help make decisions on insurance proposals and insurance claims, for **You** and members of **Your** household
- b. Trace debtors, recover debt, prevent fraud, and manage **Your** insurance policies
- c. Check **Your** identity to prevent money laundering, unless **You** furnish **Us** with satisfactory proof of identity.

This may involve the transfer of **Your** information to countries which do not have Data Protection laws.

Under Data Protection legislation, **You** can ask **Us** in writing for a copy of certain personal records held about **You**. A charge will be made for this service.

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## Recoveries

**We** acquire the right by way of subrogation to seek recovery in **Your** name in respect of any amounts paid to **You** under this policy. If **You** recover any amount repayable to **Us** under this policy this must be repaid to **Us** immediately upon request. **You** must not prejudice **Our** right with any third party preventing recovery of any payments made under this policy to **You**.

## Financial Services Compensation Scheme

The **Insurer** is covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If the **Insurer** is unable to meet their obligations under this policy **You** may be entitled to compensation from the Compensation Scheme.

## SPECIFIC CONDITIONS

These are the conditions of the insurance that **You** need to meet as **Your** part of this contract. If **You** do not meet these conditions, **We** may need to reject a claim payment or a claim payment could be reduced. In some circumstances **Your** policy may not be valid.

## HOW TO MAKE A CLAIM

If **You** wish to make a claim under this policy contact the **Claim Administrators**:

Reactive Claims  
Attwood House,  
Mansfield Business Park,  
Four Marks,  
Hampshire, GU34 5PZ  
**Tel – 01420 383 066**

**We** may request an **Insured Person** to have an independent medical examination, or be visited by a rehabilitation specialist. Any costs will be paid by **Us**. If the **Insured Person** does not have the examination or is unable to accommodate a visit, without a good reason, then **We** will not pay the claim.

## Things You must do

**You** must comply with the following conditions. If **You** fail to do so, **We** may not pay **Your** claim or any payment may be reduced:

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1. **You** must notify Reactive Claims in writing of any claim (or circumstances likely to give rise to a claim) as soon as practicable and, in any event, no later than 30 **Academic Working Days** after the date of the first day of **Absence**.
2. **You** and the **Insured Person** must provide **Us** with all medical certificates supporting the claim

For claims arising from **Bodily Injury** or sickness **You** will need to provide the following information:

- Medical certificate
- **Staff List**
- Holiday List

In certain cases **You** may also be required to provide:

- History Medical Declaration form and Medical access declaration
- Occupational Health report

For claims arising from Compassionate Leave **You** will need to provide the following information:

- Evidence of additional costs.
- **Staff List**
- Holiday List

For claims arising from Maternity/Adoption Leave **You** will need to provide the following information:

- **Staff List**
- Evidence to show the date adoption was granted
- MATB1 form
- Holiday list

For claims arising from Paternity/Adoption Leave **You** will need to provide the following information:

- Evidence of additional costs.
- **Staff List**
- Evidence to show the date adoption was granted
- Holiday list

For claims arising from Jury Service **You** will need to provide the following information:

- Evidence of additional costs.
- Court summons
- **Staff List**
- Jury Attendance form
- Holiday list

## HOW TO MAKE A COMPLAINT

**Our** aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times **We** are committed to providing **You** with the highest standard of service.

If **You** have any questions or concerns about **Your** policy or the handling of a claim **You** should, in the first instance, contact Reactive Claims.

In the event that **You** remain dissatisfied and wish to make a complaint, **You** can do so at any time by referring the matter to The Compliance Manager

If **You** remain dissatisfied after **We** have considered **Your** complaint, **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service (FOS).

The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4 567 (calls to this number are free from “fixed lines” in the UK) or 0300 1239123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the FOS at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Making a complaint does not affect **Your** right to take legal action.