

**Privacy Policy**  
**Collective Actions Portal: Mercedes**

**Our Portal**

This Portal is hosted by Slater and Gordon (UK) 1 Limited. Slater and Gordon UK Limited (“SGUK”) is authorised and regulated by the Solicitors Regulation Authority (‘SRA’). SGUK is authorised and regulated by the Financial Conduct Authority for insurance mediation activity.

Slater and Gordon Scotland Limited (SandG) a company registered in Scotland (SC572803) and regulated by the Law Society of Scotland (“LSS”). SandG is an associated office of SGUK.

Slater and Gordon (UK) 1 Limited is part of a group of companies whose ultimate parent company is Slater and Gordon UK Holdings Limited (“**Slater and Gordon**”, “**we**”, “**us**”).

As a user of this Portal, we will use the information you provide to make a solely automated-decision as to your eligibility to bring a claim as part of Slater and Gordon’s group action (the ‘**Group Action**’).

Your eligibility to join the Group Action is made in accordance with Slater and Gordon’s own eligibility criteria and other lawyers may take a different view.

There are strict time limits to bring a claim such as this and not complying with them could mean you lose the right to claim. Therefore, if your eligibility to bring a claim is refused by us, you may wish to contact other lawyers.

**The information we collect and how we use it**

In order to establish your eligibility to join the Group Action, we’ll ask you:

<b>Identifying the vehicle....</b>	
<i>The Vehicle Registration Number (VRN) and the year of manufacture</i>	In order to bring a claim as part of the Group Action, we need to establish if the vehicle is one of those affected, and therefore, if you might be able to bring a claim. We’ll use the details you provide to check details about the vehicle and confirm its eligibility.
<b>How, when and who acquired the vehicle...</b>	
<i>If you acquired your vehicle as a sole trader, company or partnership, whether the vehicle was owned/leased or financed, the date you acquired the vehicle and current ownership</i>	In order to bring a claim as part of the Group Action, you need to have leased or owned an affected vehicle. Knowing if you leased the vehicle helps us to establish the limitation period in relation to your claim, as well as if it might be possible to bring any additional claims (for example, against a finance company or dealership from whom you leased or purchased the vehicle).  Further, knowing the date you acquired the vehicle and establishing current ownership enables us to assess the estimated value of your claim, and therefore if Slater and Gordon will choose to accept it. For example, if you sold your vehicle some years ago, we might consider that this

	lowers the potential value of your claim and renders it ineligible to join our Group Action.
<b>Where you acquired the vehicle....</b>	If you didn't acquire the vehicle in England, we consider this might render your claim ineligible to join our Group Action. If the vehicle was acquired in Scotland, we might refer you to our Scottish office.
<b>Other details about the vehicle.....</b>	
<b>Whether the vehicle has been chipped, tuned or remapped (altered)</b>	If a vehicle has been altered then we consider this might render it ineligible to bring a claim. For example, re-tuning a vehicle might override original manufacturer software. If a vehicle has been altered, we might render it ineligible to join our Group Action.

The above information is assessed at each stage as you enter it, and used to generate a decision as to your eligibility to join our Group Action. We can then inform you as to whether you qualify.

There are no legal consequences for you if we provide you with a decision as to whether you can join our Group Action, and you do not have to act on it. However, we recognise that the decision we provide represents information on which you might rely. We therefore ensure:

- (i) if your eligibility to join our Group Action is refused, you are notified that the decision was made in accordance with Slater and Gordon's own eligibility criteria and that other lawyer's may take a different view; and
- (ii) the accuracy of the eligibility criteria we apply is sound. We monitor the criteria we apply closely, and, if changes arise that might increase the prospect of particular claims, we will seek to amend our decision-making accordingly.

If you disagree with the decision provided, or you wish to appeal, you can email us at

[Mercedes.PortalSupport2@slatergordon.co.uk](mailto:Mercedes.PortalSupport2@slatergordon.co.uk)

#### **If you create an account but don't proceed**

If you create an account on this Portal, but don't proceed to make a claim, we will delete your personal details within 3 months of your last account activity. During this 3-months, we may continue to market you in relation to your enquiry.

If you create an account on this Portal but make a request to close your account, we will delete your personal details within 1 month of your request.

If changes arise (for example, if the inclusion criteria change to include vehicles outside of the current specified date range), or we amend our eligibility criteria for any other reason, we may contact you to re-assess your eligibility to join the Group Action (provided we have obtained your consent to do so).

We process your personal data in accordance with your legitimate interests and those of Slater and Gordon.

#### **If you create an account and proceed with a claim**

If you create an account on this Portal, and proceed with a claim, we may collect further information from you which may include: your name, address, contact details, date of birth, National Insurance number, and your bank details for payment of compensation. We will retain your personal details for

the applicable statutory limitation period (or other period as prescribed by applicable law) and may use them to:

- facilitate your claim including the provision of legal advice;
- send you further information or contact you about your claim;
- perform services ancillary to your claim, such as engaging with an individual or company to provide legal, insurance, medical or other expert reports or other services;
- comply with legal and regulatory obligations;
- perform activities in connection with our regulatory obligations (such as conflict checking, conducting identity and money-laundering checks);
- the legitimate business purposes associated with the operation of a law firm such as auditing, commercial data analysis and client satisfaction surveys;
- contact you to tell you about updates, products or services that may be of interest to you, provided by us, or trusted third parties; and
- comply with any laws or regulations.

We process your personal data in accordance with your legitimate interests and those of Slater and Gordon.

### **Sharing your personal data outside of Slater and Gordon**

We may need to communicate your personal data to other individuals or organisations if this is directly relevant to and necessary for the processing and resolution of your claim. For example:

1. experts for the purposes of obtaining specialist reports or acting as expert witnesses;
2. to the extent we consider it to be strictly necessary and in your legitimate interests, to other parties interested in the Group Action for the purposes of furthering your claim (for example other law firms);
3. insurance companies/brokers/third party introducers who referred your claim to us for the purpose of complying with our contractual obligations regarding details of the claim we process; and/or
4. other members of the Slater and Gordon Group and associated offices for legal advice and/or specialist services necessary to facilitate the pursuit of your claim.

In dealing with your claim, we may also transfer your information to third parties providing us with support and administrative services for the more efficient processing of your claim and/or the legitimate business purposes associated with the operation of a law firm. Your details will be processed in each case in strict confidence and we will take all reasonable steps to ensure that any third party has sound security measures.

If after providing us with your personal data it becomes apparent we are unable to offer our service to you, we may, if we have your consent, pass your details to another company in order that they may attempt to secure legal representation for you.

In the unlikely event that we sell our business, or a part of it; we may share your information as part of the sale to allow the purchaser to carry on providing some or all of our services to you.

### **Accessing and updating your personal information**

You have a number of legal rights over the personal information held by us. These include the right:

- to access your personal information held in our records, whether electronically or manually;
- to correct or update any personal information that you think is incorrect;
- to object to further processing, including to stop receiving marketing material from us which you previously signed up for;
- to ask us to delete your personal information. We will only be able to accommodate this request where it is no longer necessary for the purpose(s) for which it was provided or where we no longer have a lawful basis to process your personal information;

- to receive the personal information we hold about you in a portable format, however this need only be provided in limited circumstances where the processing has been carried out by automated means; and
- to ask us to stop processing your personal information in certain circumstances. Asking us to stop doing this may mean we are no longer able to provide you with our services and may impact your client retainer.

You should contact us should you wish to have access to this information or to update or complete any of our records pertaining to your personal information. Requests can be made to our Data Protection Officer:

58 Mosley Street  
Manchester  
M2 3HZ

For more information about this policy, or if you would like to make a complaint in relation to the way we process your personal information, please contact [Compliance@slatertgordon.co.uk](mailto:Compliance@slatertgordon.co.uk). We will endeavour to resolve any complaints, however if we are unable to do so to your satisfaction, you can contact the Information Commissioner's Office (ICO), the website is [www.ico.org.uk](http://www.ico.org.uk) or their telephone helpline 0303 123 1113.

### **Other Websites**

Sometimes other websites may collect information from you that subsequently may be passed onto us. In addition, this Portal may contain links to other websites. This Privacy Policy only applies to this Portal, so please ensure you also read the privacy policy of any other website provider. We bear no responsibility for the operation, content or policies of other websites.

**Transferring personal information overseas** In order to provide our services we may need to transfer your personal information to locations outside the UK for the purposes set out in this privacy policy. This may entail a transfer of your information from a location within the European Economic Area (the "EEA") to outside the EEA, or from outside the EEA to a location within the EEA. The level of information protection in countries outside the EEA may be less than that offered within the EEA. Where this is the case, we will implement appropriate measures to ensure that your personal information remains protected and secure in accordance with applicable data protection laws. Where our third party service providers process personal data outside the EEA in the course of providing services to us, our written agreement with them will include appropriate measures, usually standard contractual clauses.

If you need further information or have any questions about our privacy policy or practices, please contact: [DPO@slatertgordon.co.uk](mailto:DPO@slatertgordon.co.uk)

### **Security**

We will keep your personal information confidential and will take adequate measures to protect it against loss, theft or misuse and to safeguard your privacy in accordance with the Data Protection Act 2018.

### **Updating this Policy**

We may amend this policy at any time by either notifying you or posting a revised version on this Portal.

If we make a change to this policy, we will take your continued use of our services after that date as your acceptance of the change, so if an amendment is not acceptable to you then you should stop using our services.

