

2nd Property Legal Expenses Policy Wording

Legal Claims Notification: 0114 249 3300

Please quote scheme reference number: F&L2NDPLET / 09 / 2020

This **2nd property** (including Let) Legal Expenses Insurance policy has been arranged by Lexelle Limited, with Financial & Legal Insurance Company Limited.

Financial & Legal Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **You** can check this on the Financial Services Register by visiting <https://register.fca.org.uk/>. **Our** Financial Service Register number is 202915.

This is a "claims made" Insurance policy and only covers claims notified by the **insured** within the **period of cover**. In return for the payment by

the **insured** of the premium payable for this policy of insurance **we** will provide before the event legal expenses insurance on the terms set out below.

We have appointed Lexelle Limited to administer **your** insurance on **our** behalf, who are authorised and regulated by the Financial Conduct Authority, register number 312782.

Type of Insurance and Cover Provided

The Lexelle Family Legal Expenses **2nd property** policy offers household family members protection for legal fees and costs for the **insured** events detailed under the heading 'Sections of Cover'.

Policy Definitions

The following definitions are shown in bold text throughout this policy document and have the following meaning.

2nd Property

The property identified in the schedule to this policy (including static caravans and park homes), that is not the **insured's** only or principle home. The property may be let for short period (no tenancy/let may be for a period exceeding 28 days).

Authorised Representative(S)

A solicitor, counsel, claims handler or mediator or other appropriately qualified person appointed and approved by **us** to represent **your** interests.

Civil Claim

A claim for damages or compensation falling within the civil jurisdiction of the courts of the country in which the claim is made.

Condition

An obligation which **you** must perform. If a **condition** is not performed by **you**, **we** will not be under any liability to pay **you** anything under the terms of this policy.

Computer Virus

Means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. **Computer virus** includes but is not limited to 'trojan horses', 'worms' and 'time or logic bombs.'

Defendant's Costs

Legal costs and expenses the **insured** may become liable to pay to another party in making a **civil claim** against that other party.

Electronic Data:

Facts concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of such equipment.

Free Legal Advice

Basic **legal advice** over the telephone relating to a possible **civil claim** that has potential to fall under the cover provided by this policy. No correspondence will be entered in to when utilising this service.

Insured

The person named in the schedule to this policy.

Insurer

Financial & Legal Insurance Company Limited.

Legal Advice

Advice given by an **authorised representative**.

Legal Proceedings

A claim for damages or compensation pursued in a court of law within the England and Wales or Scotland & Northern Ireland.

Maximum Amount

£50,000 in total, including **professional fees** and **defendant's costs**, for one or more claims during a single **period of cover**.

Period of Cover

The period stated in the schedule to this policy.

Professional Fees

Legal fees and costs reasonably incurred by the **authorised representative**, with **our** prior authority including costs incurred by another party for which **you** are made liable by court order, or may pay with **our** consent in pursuit of **your claim**. This includes disbursements as long as these are in respect of services supplied by a third party, that the services are distinct and separate from the services supplied by the **authorised representative** and that **our** prior permission has been obtained prior to incurring any disbursement cost in excess of £500 including vat.

Reasonable Prospect of Success

Your civil claim is deemed by **us** or the **authorised representative** to have more than a 51% chance of being successful in recovering **your** loss.

Small Claim(s)

A claim for damages or compensation which is or may be if **legal proceedings** are issued be allocated to the **small claims** jurisdiction of the courts of England and Wales or the equivalent in Scotland and Northern Ireland.

We, Our, Us, Insurer

Lexelle Ltd as agents for the **Insurer**.

You, Your

The person named as the **insured** in the schedule to this policy.

Your Claim

A claim by **you** falling within the cover sections below.

Claims Line – 0114 249 3300

Claims are handled by Lexelle Limited.
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Sections of Cover

Subject to the terms, **conditions** and exclusions of this policy **your** legal costs and expenses will be covered up to a maximum of £50,000.

Section 1 – 24/7 Free Legal Advice Line

This section of **your** policy provides a 24/7 **free legal advice** service over the telephone, this service is only available for legal issues falling under the jurisdiction of the courts of England, Wales, Scotland & Northern Ireland.

Legal advice Line Service Provision

The **free legal advice** helpline only provides **free legal advice** for **your** personal legal issues, it is not intended to replace the services of a solicitor, but rather to assist **you** to identify the legal issues at hand, consider their legal rights and what courses of action are available to them and whether they need to consult a solicitor. The **free legal advice** helpline will provide general advice only and cannot assist with complex legal matters which may require the review of documentation or specific legislation.

General advice may be limited to signposting and referring the caller to other appropriate agencies, or recommending a specialist solicitor for further assistance, which may include considering policy cover under this insurance.

To use the 24/7 **free legal advice** helpline, **you** must have **your** policy number and name of the organisation who sold **you** this insurance and also quote the master certificate number detailed on page 1 of this document and call: 0333 4008217.

Please note that in some cases, depending on the type of advice required and time of call, a call back may need to be arranged.

Using the helpline service, does not constitute notification of a claim which must not be delayed whilst using the **free legal advice** helpline. Please refer to the "making a claim" section described later in this policy, delays in making a claim may reduce or prevent **you** from receiving assistance under the policy.

You must not rely on the **free legal advice** instead of reporting a claim.

We cannot be held responsible if any of the helpline services become unavailable for reasons outside of **our** control.

The **free legal advice** cannot assist with matters that would fall outside of the following jurisdictions: England & Wales, Scotland or Northern Ireland.

Section 2 – Contract Disputes

This section of **your** policy provides legal assistance or **legal advice** for contract disputes including buying or hiring of goods or services and the selling of goods.

What is insured?

We will negotiate **your** legal rights in a dispute arising from an agreement, which the **you** have entered into for:

- The buying or hiring in of any goods or services; or
- The selling of any goods.

Provided that:

- The agreement has been entered into by **you** and the agreement was made during the **period of cover**;
- The contract related to goods or services relating to the **2nd property**; and
- The amount in dispute is more than £100 other than where the contract is in relation to construction, building, designing, converting or extending the **2nd property** where the amount in dispute must be more than £1,000.

What is not insured?

Any claim relating to the following:

- A contract regarding **your** profession, business or employment (other than letting out the **2nd property**); or
- A lease, licence or tenancy of land or buildings including **your 2nd property**; or
- A dispute with a professional advisor in connection with the drafting of a lease, licence or tenancy agreement;
- Construction/building work (including internal or external structural alterations) on any land, or designing, converting or extending any building other than at **your 2nd property**; or

- The sale or purchase of any land or building other than **your 2nd property**; or.
- A contract involving a motor vehicle; or
- Advice, sale, cover or settlement payable under an insurance policy or other financial product/service; or.
- Where the contract is not confirmed in writing.

Section 3 – Property Protection

This section of **your** policy provides legal cover to pursue a **civil claim** relating to material property owned by **you** including nuisance or trespass.

What is insured?

We will negotiate for **your** legal rights in a civil action relating to the land, building or contents of **your 2nd property** which is owned by **you**, following:

- a) An event which causes, or could cause, physical damage to such property; or
- b) Any nuisance or trespass.

What is not insured?

Any claim relating to the following:

- a) A contract entered into by **you**; or
- b) Any building or land other than the **2nd property**; or
- c) Someone legally taking **your** material property, whether **you** are offered money or not, or restrictions or controls placed on **your** material property by any government or public or local authority unless the claim is for accidental physical damage; or
- d) Work done by or on behalf of any government or public or local authority unless the claim is for accidental physical damage; or
- e) A motorised vehicle; or
- f) Mining subsidence; or
- g) Any disputes relating to ownership of any land including boundary disputes other than at **your 2nd property**; or
- h) Any disputes relating to ownership of any land including boundary disputes other than at **your 2nd property** that predate the period of insurance or within the first 180 days of this cover; or
- i) Defending any claim for property damage caused by **you**, but defending a counter claim resulting from a claim being pursued under this policy is covered; or
- j) The first £250 of **professional fees** incurred following acceptance under this policy of **your claim** for nuisance or trespass. This is payable as soon as **we** accept the claim; or
- k) Any matter where the value of the loss is less than £100 other than where caused by a person authorised to be in the property, including their guests, where value of the loss is less than £1,500; or
- l) The sale or purchase of any land or building including **your 2nd property**.

Section 4 – Tax Protection

This section of **your** policy provides cover for proceedings in respect of a full and/or aspect personal tax enquiry by the HM Revenue and Customs (HMRC) and also includes cover for representing **you** in respect of a HMRC value added tax appeal.

What is insured?

We will negotiate on **your** behalf in respect of a full enquiry and/or aspect enquiry and represent **you** in any subsequent appeal proceedings.

We will negotiate on **your** behalf and represent **you** in any dealings with HM Revenue and Customs in respect of a tax intervention enquiry.

We will negotiate on **your** behalf and represent **you** in any appeal proceedings following an assessment by HM Revenue and Customs in respect of value added tax due.

For all claims under this section, **you** must have taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits.

What is not insured?

Any claim relating to the following:

- a) In respect of aspect enquiries and tax intervention enquiries the first £200 of **professional fees** in each and every claim.
- b) Any event arising from a tax avoidance scheme.
- c) Any event caused or relating to business or employment interests, other than relating to the letting of the **2nd property**.

Claims Line – 0114 249 3300

Claims are handled by Lexelle Limited.
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- d) Any event caused by the failure of the policyholder to register for value added tax.
- e) Any event arising from any investigation or enquiries undertaken by HM Revenue and Customs special investigations section or special civil investigations or the revenue and customs prosecution office.
- f) Any event arising from an investigation or enquiry by HM Revenue and Customs (HMRC) into alleged dishonesty or alleged criminal offences.
- g) Any dispute or enquiry:
 - i. That commenced prior to the inception of this policy.
 - ii. Where the accounts submitted are being investigated solely because earlier books, records or returns have been investigated or are already under enquiry.
- h) Any work in connection with the normal reconciliation of the annual accounts and vat returns where such reconciliation has not been undertaken prior to the dispute or enquiry arising.
- i) An enquiry undertaken under section 60 or 61 of the vat act 1994 or enquiry by the Investigations Division, the Board's Investigation Office or the Special Compliance Offices of HMRC.
- j) **Your** actual or alleged misstatement with intent to deceive contained in any relevant business books, records or returns. If such intent is shown **we** will be entitled to recover such indemnity as **we** have actually provided.
- k) Any issue of law practice or procedure not directly connected with the particular enquiry or dispute which is the subject of the claim.
- l) Any claim arising from an enquiry into the policyholder's tax return or an amendment to a policyholder's tax return or any other statutory return that was not submitted within the statutory time limits. In order for the statutory return to be regarded as having been submitted within the statutory time limits, HMRC must have deemed this to be the case and the filing date must not allow HMRC the right to extend their enquiry window beyond the normal time limit of 12 months after the due filing date. Where an amendment to a policyholder's tax return or an amendment to any other statutory return is submitted within the 12 months after the due filing date and HMRC execute an enquiry into the return within that 12 months period then this exclusion will not apply.

Section 5 – Legal Defence

This section of **your** policy covers for **your** legal defence against a prosecution arising from letting **your 2nd property**.

What is insured?

We will defend **you** against a prosecution arising from letting **your 2nd property**. **You** must make use of the duty solicitor when being interviewed to enjoy any cover under this section.

What is not insured?

Any claim:

- a) Where **you** plead or are advised to, or it is recommended that **you** should plead guilty by the appointed representative or duty solicitor.
- b) Where there are not **reasonable prospects of success** of being acquitted of all charges.
- c) Where **you** are not acquitted.
- d) Where **you** have not applied for legal aid (even if it is unlikely to be accepted).

Section 6 – Attendance Expenses

What is insured?

We will pay **your** actual loss of wages/salary (where this cannot be recovered from the court or other party/insurance) whilst attending court at **our**/the **authorised representative's** request or whilst defending a criminal prosecution that is accepted under section 5 of this policy.

We will work this out to the nearest half day assuming that a whole day is eight hours. If **you** work full time, the salary or wages for each whole day equals 1/250th of **your** yearly salary or wages. If **you** work part-time, the salary or wages will be a percentage of their weekly salary or wages. Indemnity limited to £100 per day and a maximum of £1,000 in any single claim.

What is not insured?

Any claim:

- a) Where **you** are self employed.
- b) For losses other than contracted salary or wages.
- c) Any claim for loss of overtime or bonus.
- d) Any losses that may be recovered from another source including the court.

General Policy Exclusions

We will not pay **professional fees** and/or **defendant's costs**:

- a) Of a **small claim**.
- b) Incurred in claiming damages or compensation in respect of a loss covered by another policy of insurance.
- c) Where they are covered by another policy of insurance.
- d) The value/amount in dispute is disproportionate to the time and **professional fees** involved in its pursuit.
- e) In respect of any matter that was not caused by a specific or sudden incident/event.
- f) In excess to those recoverable under the civil procedure rules or other agreement between parties.
- g) In excess of what **we** would have paid to appointed representatives appointed by **us** to undertake the same work, which is currently set at an hourly rate of £100+VAT (**we** may, at **our** discretion increase this if **we** feel the situation warrants it).
- h) Incurred before **we** have received full details of/for any event or claim from **you** and **we** have accepted **your claim**.
- i) In aggregate in excess of the **maximum amount**.
- j) Where **your claim** does not have a **reasonable prospect of success**.
- k) Incurred after **you** or **we** have received **legal advice** to accept a proposal, part 36 offer or part 36 payment made in settlement of **your claim** or **legal advice** not to pursue or continue to pursue **your claim** by **legal proceedings**.
- l) Incurred after **we** have told **you** that **we** consider **your claim** should be pursued by means other than by **legal proceedings**.
- m) Of any appeal made without **our** consent in writing, or after receiving **our** written consent, incurred after **you** have received **legal advice** that the appeal does not have a **reasonable prospect of success**.
- n) Where **you** have failed to comply with a **condition** of this policy.
- o) Where the **authorised representative** instructed to act on **your** behalf refuse to continue to act on **your** behalf or represent **you**.
- p) Where **you** without a good reason instruct the **authorised representative** instructed to act on **your** behalf to cease acting on **your** behalf or representing **you**.
- q) For claims which arise from a criminal act or omission.
- r) For applications for judicial review or in respect of the human rights act or proceedings forming part of a group or multi-party action.
- s) Any claim relating to:
 - i. Divorce, judicial separation, cohabitation, residence, contact, financial provision, ancillary relief or affiliation.
 - ii. Probate or inheritance.
 - iii. Custody, guardianship, parental or access rights.
 - iv. Disputes with members of **your** family.
 - v. Patents, copyrights, trademarks, service marks, registered design, intellectual property or secrecy or confidential agreements.
 - vi. Any venture for gain undertaken outside of an employment contract.
 - vii. Directorship or partnership disputes.
 - viii. Verbal contracts.
- t) For any **insured** incidents which;
 - i. Occurred outside of England, Wales, Scotland or Northern Ireland.
 - ii. Did not occur during the **period of cover** stated in the schedule to this policy.
- u) For any claims caused by, contributed to by or arising from:
 - Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
 - Any direct or indirect consequence of:
 - Irradiation, or contamination by nuclear material; or

- The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter
- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof;
- Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speed
- Any consequence, howsoever caused, including but not limited to **computer virus** in **electronic data** being lost, destroyed, distorted, altered, or otherwise corrupted.

- v) Any sum **you** are ordered to pay by way of a fine, costs, compensation or other financial penalty by a court in criminal proceedings.
- w) Prosecutions which allege dishonesty or violence.
- x) Claims against Lexelle Limited or the **insurer** or broker.
- y) If **you** or any person acting on **your** behalf submits a claim or makes a request for payment, knowing, or where **you** should have known it to be false, fraudulent or exaggerated, then this policy will become void, no premium will be refundable and **we** shall be entitled to recover any monies previously paid to **you**. **We** may also share this information with the appropriate law enforcement authorities.

We will not pay for expert or other evidence required to establish that **your** potential claim meets the requirements of the policy.

Policy Conditions

You must comply with the following obligations each of which is a **condition** of this policy.

- a) Ensure that **we** receive notification of any event which may give rise to any claim under this policy as soon as possible.
- b) Ensure that **we** receive full details for any event or claim under this policy no later than 180 days after the event giving rise to **your claim**.
- c) Provide any information requested by **us** or the **authorised representative** instructed on **your** behalf as soon as possible.

- d) Take steps, where possible, to minimise **professional fees** or **defendant's costs** which **we** may be liable to pay under the terms of this policy.
- e) Ensure that the **authorised representative** instructed on **your** behalf fulfils the **authorised representative** obligations set out below.
- f) Ensure any claim **you** make is an honest claim and not one which is false or fraudulent.
- g) Ensure that **your claim** is not prejudiced by any action or inaction on **your** part.

Reporting of Claims

Lexelle Limited is an insurers' agent and in the event of a claim act on behalf of Financial & Legal Insurance Company Limited.

For advice on personal legal matters please telephone 0114 249 3300.

In the performance of **our** obligation to cover **you** under the terms of this policy:

- a) **You** must supply **us** with a complete and truthful report of the facts giving rise to **your claim**, details of any potential witnesses, any documentary evidence in support of **your claim**. **You** may report **your claim** by telephone on 0114 2493300.
- b) **We** will make a preliminary assessment of the merits of **your claim**. If **we** decide that **your claim** appears to fall under the cover of the policy and have a **reasonable prospect of success**, **we** will appoint an **authorised representative** selected by **us** to act on **your** behalf in **your claim**.
- c) If **we**:
 - i. Consider it unlikely a reasonable settlement will be obtained or the value or amount in dispute is disproportionate to the time and legal costs involved in its pursuit; or
 - ii. Decide **your claim** does not appear to have a **reasonable prospect of success**; then **we** will tell **you**, and if requested by **you** provide confirmation in writing. If **you** accept **our** advice, **your** entitlement to payment from **us** under this policy for that claim is at an end and **we** will be discharged from any liability to **you** in respect of that claim.
- d) If **you** do not accept **our** advice, **we** will instruct an **authorised representative** selected by **us** to advise **you** and **us** whether **your claim** has a **reasonable prospect of success**. If the **authorised representative** instructed advises **your claim** does not have **reasonable prospect of success**, **we** will not be liable to pay **you** anything under the terms of this policy for that claim. If the **authorised representative** instructed advise that there are **reasonable prospect of success**, **we** will appoint the **authorised representative** to act on **your** behalf in the pursuit of **your claim**.
- e) When **we** appoint an **authorised representative** to act on **your** behalf, **we** will tell **you**. The **authorised representative** **we** have appointed will require **you** to enter into an agreement with them under which they will act on **your** behalf
- f) **We** will take over and conduct in **your** name any **civil claim** for damages or compensation in respect of an accepted claim covered under this policy. The **authorised representative** nominated and appointed by **us** will act on **your** behalf and **you**

must accept **our** nomination. This does not affect **your** legal rights at the point of or during **legal proceedings**.

- g) If:
 - i. The **authorised representative** instructed to act on **your** behalf refuses to continue to act on **your** behalf; or
 - ii. **You** without a good reason instruct the **authorised representative** to cease acting on **your** behalf; then **we** will not pay **you** anything under the terms of this policy and **our** liability under this policy for that claim shall cease forthwith.
- h) **We** may appoint another **authorised representative** to act on **your** behalf or permit **you** to instruct another **authorised representative** to act on **your** behalf if **we** consider that it is fair to do so.
- i) Where an **authorised representative** is appointed to act on **your** behalf by **us**, **we** appoint them in the performance of **our** obligations under the terms of this policy and not as an agent for **you**.
- j) Where an **authorised representative** is instructed to act on **your** behalf **you** and **we** will require them to comply with the **authorised representatives'** obligations set out below.
- k) **We** may require counsel to advise whether in all the circumstances of **your claim**, including a proposal, part 36 offer or part 36 payment made in settlement of **your claim** should be accepted or whether **your** claim should be pursued or continue to be pursued by **legal proceedings**.
- l) If **we** consider that **your claim** should be pursued by some means other than by **legal proceedings**, **we** will tell **you** in writing.

Your Authorised Representatives Obligations

Your authorised representative must:

- a) Provide **you** and **us** with a reasoned assessment in writing of the prospects of success in **your claim** and an estimate of the likely costs of pursuing **your claim** as soon as practicable and in any event within 28 days of accepting instructions to act on **your** behalf.
- b) Notify **you** and **us** immediately in writing of any proposal made in settlement of **your claim** or any part 36 offer or part 36 payment made in respect of **your claim** together with their advice as to whether the proposal, part 36 offer or part 36 payment should be accepted.
- c) Notify **you** and **us** immediately in writing of any change in their assessment of the prospects of success in **your claim**.
- d) Provide **us** with such information as **we** may require from time to time about the progress of **your claim**.

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- e) Provide **us** with a written report at 6 monthly intervals from the date instructions to act on **your** behalf were accepted by them, as to the progress of **your claim** and any change in the prospects of success in **your claim** or the likely cost of pursuing **your claim**.
- f) Deal with **your claim** in such manner as **we** require from time to time.
- g) Obtain **our** consent in writing before undertaking any of the following:
 - i. Issuing **legal proceedings** on **your** behalf.
 - ii. Instructing counsel, leading counsel or an expert witness on **your** behalf.
 - iii. Making an appeal against any order of the court made in **legal proceedings** issued on **your** behalf.
 - iv. Withdrawing, discontinuing or settling **your claim** in a way which may give rise to a liability on **our** part to pay **defendant's costs** under this policy.
 - v. Entering into any agreement as to the amount of or liability to pay **defendant's costs**.
 - vi. Entering into any form of alternative dispute resolution.
 - vii. Incurring any disbursement likely to exceed £500 or more (exclusive of vat).
- h) Use their best endeavours to obtain payment of **professional fees** or **defendant's costs** from any other party who may be liable to pay those costs.
- i) Repay to **us** any costs **we** have paid in the pursuit of **your claim** which may be recovered from any other party.
- j) If required to do so by **us**, procure an assessment by the court or an appropriate professional body of the amount properly payable to the **authorised representative** for **professional fees**.

Cancellation

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please return it to the **your** broker/agent within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later. On the **condition** that no claims have been made or are pending, **your** broker / agent will then refund **your** premium in full.

You may cancel the insurance cover after 14 days by informing **your** broker / agent, however no refund of premium will be payable.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) Where **we** reasonably suspect fraud.
- b) Non-payment of premium.
- c) Threatening and abusive behaviour.
- d) Non-compliance with policy terms and conditions.
- e) **You** have not taken reasonable care to provide accurate and complete answers to the questions **your** broker / **your** agent asked.

If **we** cancel the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover.

Where **our** investigations provide evidence of fraud or misrepresentation, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **your** broker / **your** agent with incomplete or inaccurate information. This may result in **your** policy being cancelled from the date **you** originally took it out and **we** will be entitled to keep the premium.

If **your** policy is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with **us**, as well as other insurers, in the future.

This policy is not transferable.

General

You will always co-operate with **us** and with the **authorised representative** instructed on **your** behalf.

- a) Any dispute between **you** and **us** which **we** cannot resolve between **us** shall be determined by arbitration by an arbitrator appointed by **you** and by **us** together. If **we** cannot agree on the arbitrator to be appointed, **you** or **we** can ask the chairman of the bar council to choose a barrister to be the arbitrator. The arbitrator will decide how the dispute should be resolved in accordance with the provisions of the arbitration acts then in force and his decision will be final. All reasonable costs and expenses incurred in connection with the arbitration shall be paid to the successful party by the unsuccessful party.
- b) The rights and obligations of an **insured** person under this policy of insurance shall be governed by the provisions of the Contracts (Rights of Third Parties) Act 1999.
- c) Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.

Your Responsibility

You must take reasonable care to:

- a) Supply accurate and complete answers to all the questions **your** broker / agent may ask as part of **your** application for cover under the policy.
- b) To make sure that all information supplied as part of **your** application for cover is true and correct.
- c) Tell **your** broker / agent of any changes to the answers **you** have given as soon as possible.

You must take reasonable care to provide information that is accurate and complete answers to the questions **your** broker / agent asks when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not accurate and complete, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

If **you** become aware that information **you** have given **your** broker / agent is inaccurate or has changed, **you** must inform them as soon as possible.

Fraudulent Claims / Fraud

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- Fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy; or
- Fails to reveal or hides a fact likely to influence the cover **we** provide; or
- Makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false; or
- Sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false; or
- Makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- Makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge;

If **your claim** is in any way dishonest or exaggerated, **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

Governing Law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.

Arbitration/Mediation

A dispute between **you** and **us** may arise, which may be referred to an arbitrator, who shall be either a solicitor or a barrister who **you** and **we** agree on in writing. If an arbitrator cannot be agreed then an arbitrator will be appointed by the authorised body identified in the current arbitration

legislation. The decision of the arbitration shall be final and binding on both parties and he or she will decide who should pay the costs of the arbitration. If costs are awarded against **you**, they are not covered under this policy. This arbitration **condition** does not affect **your** rights to take separate legal action.

If a disputed claim is not referred to arbitration within 12 months of **your** **claim** being turned down, **we** will treat the claim as abandoned.

Making Yourself Heard / Complaints

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the complaints procedure below:

Complaints relating to the sale of the policy

Please contact **your** agent who arranged the insurance on **your** behalf.

Complaints relating to claims

If **you** do have any questions, concerns or complaint about the handling of a claim **you** should contact the Claims Manager at Lexelle Ltd. The contact details are:

Mail: Claims Manager, Lexelle Ltd, P.O. Box 4428, Sheffield, S9 9DD.

Tel: 0114 249 3300

Fax: 0114 249 3323

Email: assist@lexelle.com

In all correspondence please state that **your** insurance is provided by Financial & Legal Insurance Company Limited and quote scheme reference: F&L2NDPLET / 09 / 2020.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are **insured** in a business capacity and have an annual turnover of £6.5million or less and fewer than 50 employees or an annual balance sheet below £5million. **You** may contact the Financial Ombudsman Service at:

Mail: 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.

If **you** have purchased the insurance policy online, **you** may also raise **your** complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if **you** contact the Financial Ombudsman Service directly.

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, prospective policyholders, and any other individuals **insured** under a policy. **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, Cheadle Royal Business Park, No 1 Lakeside, Cheadle, SK8 3GW.

Financial Services Compensation Scheme

If Financial & Legal Insurance Company Limited cannot meet their obligations, **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

You may also contact the FSCS on their freephone number: 0800 678 1100 or 020 7741 4100 or **you** can write to: Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.

Claims Line – 0114 249 3300

Claims are handled by Lexelle Limited.
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