Landlords Legal Expenses Insurance

Policy Document

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Contents

Introduction to your Landlords Legal Expenses Insurance Policy
TENANT REFERENCING – IMPORTANT POLICY CONDITIONS
Making a claim
Your responsibility
Fraud
Governing Law
Definition of terms used (displayed in bold font in this policy)
Insurance provided – the cover we offer
Section 1. Pursuit
Section 2. Legal Defence
Section 3. Hotel Expenses
WHAT IS NOT COVERED
General policy terms and conditions
Cancellation
Making Yourself Heard/Complaints
Financial & Legal Insurance Company Limited Privacy Notice
Financial Services Compensation Scheme
Introduction to your Landlords Legal Expenses Insurance Policy

Introduction
This policy is evidence of a legally binding contract of insurance between you (the insured) and us (Financial & Legal Insurance Company Limited). We rely upon:

- The information you provided or which has been provided on your behalf when you took out insurance with us, and
- Any other information given by you or on your behalf in the formation and throughout the duration of the contract.

You must read this policy and schedule together. Please check these documents carefully to make certain they give you the cover you want.

We agree to insure you under the terms, condition(s) and exceptions contained in this policy or in any endorsement applicable to this policy. The insurance provided by the policy covers legal expenses arising from certain events that may occur within England, Wales, Scotland and Northern Ireland during any period of insurance for which you have paid, or agreed to pay the premium.

Nobody other than you (and the insured person) and us (Financial & Legal Insurance Company Limited) has any rights that they can enforce under this contract of insurance and it cannot be assigned to any other party.

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.

The terms and condition(s) of this policy and all other information concerning this insurance are communicated to you in the English language and we undertake to communicate in this language for the duration of the policy.

Guidance Notes

The guidance notes that are included throughout the policy are to help you understand this insurance. They do not form part of the contract of insurance between you and us. They should be read in conjunction with the full text of your policy.

The parties involved in your Insurance

This Landlords 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.
**TENANT REFERENCING – IMPORTANT POLICY CONDITIONS**

**Guidance Notes**
For the Landlords Legal Expenses Policy to be valid there are a number of Tenant Referencing terms that must be met prior to purchasing this policy. The specific details are fully detailed below.

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**LANDLORDS LEGAL EXPENSES & RENT GUARANTEE POLICY - TENANT REFERENCING REQUIREMENTS**

All Tenants responsible for the payment of rent in the Let Property must be FULLY referenced and have passed the relevant checks (see below) in order to establish they are able to meet the tenancy terms, this includes a report and credit check provided by a Licensed Credit Reference Company along with written references. A formal Tenancy Agreement along with all satisfactory checks must be in place prior to your tenants renting the Let Property.

The following Tenants Checklist provides greater detail of the conditions that must be met from the START of the Tenancy Agreement (Valid Types of Tenancy Agreement are listed in the Policy Terms & Conditions (See “Policy Definitions - Tenancy Agreement”)

**Tenancy Checklist - for each Tenant responsible for the payment of the rent:**

- ✓ Copies of 2 forms of identification, including one which contains a photograph
- ✓ A recent Bank Statement for the Current Account showing their salary/wages being received
- ✓ Recent credit check within 45 days of the Tenancy Agreement and within 12 months prior to the commencement of the policy
- ✓ The credit check must be clear of CCJ’s (last 3 years and none outstanding), show no previous bankruptcies and a good credit score demonstrating the tenant’s ability to meet their rent commitments.
- ✓ Satisfactory reference from the tenant’s employer showing they have been employed with the company for over 6 months, the employment is permanent and not a zero hours contract and is not expected to change during the tenancy period (if a tenant is unemployed and is not responsible for any rent this is not required).
- ✓ For tenants who are self-employed, the last 2 years tax returns confirming profit, 3 months personal bank statements showing earnings and a letter from their accountant confirming their current and future business/income
- ✓ Satisfactory reference from the tenant’s last landlord (if the tenant has not rented before evidence must be obtained to confirm their previous living arrangements).
- ✓ Tenants responsible for any portion of the rent must meet the Affordability requirement defined in this policy
- ✓ All documentation received must show that the tenant is able to meet the requirements of the tenancy agreement.

Please note: If there are any doubts as to the integrity or financial standing of the tenant as expressed in any tenant reference or other documentation or there is a lack of response to any enquiry, you must obtain our approval prior to commencement of the letting or where they are already resident, prior to taking out this insurance.

On the making of any claim you should be in a position to forward copies of the references to us. You shall not allow any tenant into occupation until the first month’s rent and the dilapidations deposit payment have been cleared in the managing agent’s bank account (or alternatively cash has been received).
Making a claim

If you need to make a claim, please contact the administrator:
Lexelle Limited
PO Box 4428
Sheffield
S9 9DD
Telephone: 0114 249 3300
Email: assist@lexelle.com

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 to the questions your broker/agent ask 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.

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;
• fails to reveal or hides a fact likely to influence the cover we provide;
• makes a statement to us or anyone acting on our behalf, knowing the statement to be false;
• sends us or anyone acting on our behalf a document, knowing the document to be forged or false;
• 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/the administrator 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.
Definition of terms used (displayed in bold font in this policy)

Guidance notes
The words or phrases shown below have the same meaning wherever they appear in this policy (in bold or italic font) and your schedule and any endorsements.

Administrator – Lexelle Limited

Affordability – The tenants annual gross salary/wages (profit for the self-employed) but be in excess of 30 times the monthly rent. For Guarantors their confirmed annual net income must be in excess of 35 times the monthly rent.

Costs – up to the limit of cover:
Unrecovered professional fees which you are liable to pay to your professional adviser; and professional fees you are ordered to pay or have agreed to pay (with our permission in writing);

Guarantor - The individual, who must be a home owner providing, under a contract/guarantors agreement, a financial guarantee of the tenant(s) performance of their obligations under the tenancy agreement; The guarantor must have been referenced and met the requirements of the tenant reference

Insured/you/your - the person(s) named as insured in the policy schedule;

Insured event(s) -
1. An incident or the first of a series of incidents where the tenant(s) fails to perform their obligations set out in the tenancy agreement relating to their rightful occupation of the insured property.
2. You discover that someone is living in your property without your permission.

Limit of cover - the amount stated in the policy schedule being the maximum sum we will pay for all claims under this policy arising from one or more insured events occurring at the same time, in the same place or from the same cause;

Sections 1 and 2: £50,000;
Section 3: £1,500;

Period of insurance - the period for which we have agreed to cover you and for which you have paid the premium as detailed on the policy schedule;

Policy schedule - The document which shows your details and this insurance and is attached to and forms part of this policy;

Professional adviser - A solicitor, counsel, claims handler or mediator, or other appropriately qualified person appointed and approved by us under the terms and conditions of this policy to represent your interests.;

Professional fees - Legal fees and costs reasonably and properly incurred by the professional adviser, with our prior written 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 a civil claim in the territorial limits arising from an insured event. Professional fees will include VAT where it cannot be recovered. 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 professional adviser and that our prior permission has been obtained prior to incurring any disbursement cost in excess of £500 including VAT;

Property - the private dwelling including garages outbuildings and fixtures and fittings all used solely for domestic purposes and comprised in the tenancy;

Prospects of success – in our opinion:
   a) it is more probable than not, i.e. a greater than 50% chance, that your claim will succeed assuming it is determined at a final hearing and you will be able to obtain the compensation or result you are seeking; and
   b) your interests cannot be better achieved by other means;

Standard professional fees - The level of professional fees that would normally be incurred by Us in using a nominated professional advisor of our choice, which currently is currently set at an hourly rate of £100+ VAT;
Tenant - The individual(s) entitled to the tenancy of the property;

Tenant reference: -

1. A recent credit check made within the twelve months prior to the date of commencement of the period of insurance and within 45 days of the tenancy agreement against the tenant and obtained from a licensed credit referencing company showing:
   a) no County Court Judgements in the past three years; and
   b) no outstanding County Court Judgements; and
   c) the credit check showing the tenant’s financial ability to meet the rent commitment; and
   d) that it is reasonable in the circumstances following receipt of the outcome of the credit check to grant a tenancy agreement to the tenant;

2. A satisfactory reference from the tenant’s employer showing they have been employed with the company for over 6 months, the employment is permanent and not a zeros hours contract and is not expected to change during the tenancy period (if the tenant is unemployed and is not responsible for any of the rent this is not required). For tenants who are Self-Employed, the last 2 years tax returns confirming profit, 3 month personal bank statements showing earnings and a letter from their accountant confirming their current and future business/income

3. A satisfactory reference from the tenant’s last landlord, (if the tenant has not rented before, evidence must be obtained to confirm their previous living arrangements/circumstances).

4. Copies of two forms of identification, one of which must contain a photograph.

5. A Recent Statement bank statement showing the tenants’ salary/wages being received

6. The tenants must meet/exceed the Affordability requirement

Please note:- The above tenant reference criteria is a requirement of the policy and if you have any doubts as to the integrity or financial standing of the tenant or their ability to meet the terms of the tenancy agreement in any way including via the tenant reference then you should contact the Claims Helpline for our prior agreement that cover can be accepted or where the tenant is already in residence, prior to inception of the policy. Following review of the information provided we/the administrator may require a guarantor or we could refuse to provide cover.

Also, you should not allow any tenant into occupation of your property until the first month’s rent and dilapidations security deposit has been paid and cleared.

Tenancy agreement - A tenancy agreement in writing made between you and the tenant which is an assured Shorthold Tenancy Agreement within the meaning of the Housing Acts 1988 and 1996, or a Short Assured Tenancy or an Assured Tenancy as defined in the Housing (Scotland) Act 1988, or a tenancy agreement in which the tenant is a limited company. In Northern Ireland the agreement between you and the tenant to let the property must not be a Protected Tenancy or a Statutory Tenancy within the meaning of the Rent (NI) Order 1978, nor a Protected Shorthold Tenancy within the meaning of Housing (NI) Order 1983, or a tenancy agreement or lease of a commercial premises. Or any other residential tenancy;

Territorial limits - The United Kingdom (meaning England, Scotland, Northern Ireland, Wales);

Unoccupied - not lived in by You or a person authorised by You;

Insurers / We / Us / Our- Financial & Legal Insurance Company Limited;

Your property - the property to be insured. If there is more than one property, the policy limits and exclusions apply separately to each property in the same way as if each had been insured by a separate policy;

Insurance provided – the cover we offer

The sections of this insurance that are available are shown in the table below:

The sections you are covered for under this insurance are shown on your schedule. Cover is subject to any endorsement(s) shown on your schedule.

The general exceptions and general terms and condition of this insurance policy apply to all sections of policy cover.
24/7 Free legal advice service

Guidance notes

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.

Service Provision

The 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 Tel: 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 on page 4 above, 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/the administrator 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 1. Pursuit

Guidance notes

This section of your policy provides cover for legal costs to negotiate your legal rights after an incident of physical damage to your let property or in trying to regain possession of your property (including recovery of any owed rent) following a breach of tenancy or to evict anyone that has not got your permission to reside there (e.g. squatters).

What is insured?

The administrator will negotiate for your legal rights:

a) after an incident of physical damage to your property. The amount in dispute must be more than the security deposit or £1,000, whichever is the greater.

b) in trying to get possession of your property that you have let:

i) under a tenancy agreement. You must be trying to get possession under:

   a) Schedule 2, Part I (Grounds 1 to 8) of the Housing Act 1988; or
   b) Schedule 5, Part I (Grounds 1 to 8) of the Housing (Scotland) Act 1988; or
   c) Section 21 of the Housing Act 1988 including the Accelerated Possession procedure; or
   d) Section 33 Housing (Scotland) Act 1988.

   You must give the tenant correct notices telling him or her that you want possession of your property.

ii) to a company or partnership and your property has been let for people to live in.
c) to evict anyone (including squatters) in your property who has not got your permission to be there.
d) to recover any rent your tenant owes you for your property up to vacant possession.

Section 2. Legal Defence

Guidance notes

This section of your policy provides cover for legal assistance should an incident arises from your letting your property that leads to you being prosecuted in a criminal court.

What is insured?

The administrator will defend your legal rights if an incident arising from you letting your property leads to you being prosecuted in a criminal court.

Section 3. Hotel Expenses

Guidance notes

This section of your policy provides cover for Hotel Expenses where no alternative accommodation is available whilst trying to regain possession of your let property.

What is insured?

The administrator will pay up to £50 per day up to the limit of cover for hotel expenses, where no other alternative accommodation is available, while you try to get a possession order for your property so you can live in it.

WHAT IS NOT COVERED

A. Any compensation, penalty or taxes

B. EXCLUDED CLAIMS:

1. Any claim:
   a) where the tenant reference has not been obtained
   b) where tenants do not meet affordability requirements
   c) reported to us after the period of insurance expires;
   d) where your delay during the period of insurance in telling us of an event has prejudiced our position;
   e) arising from an event which happens, or a series of events which starts, before the start of the period of insurance;
   f) arising from an event which happens, or a series of events which starts outside the territorial limits;
   g) relating to repossession or rent arrears/guarantee where your claim has not been accepted and/or proceedings to evict have not been issued within 90 days of the tenant first and continuously being in arrears;
   h) before the start of the period of insurance in our opinion the insured was aware, or should have been aware, that a claim was likely to be made;
   i) relating to registering rents, buying the freehold of your property or any matter which relates to rent tribunals, land tribunals or rent assessment committees unless you are defending an action brought against you by your tenant;
   j) relating to any works by or under the order of any government, public or local authority;
   k) relating to the settlement payable under an insurance policy;
   l) that is false or fraudulent.

2. Any claim concerning or arising from:
   a) anything to do with building, rebuilding, converting or extending all or part of a building;
   b) town and country planning laws and regulations;
c) subsidence, land heave, land slip, mining or quarrying;

d) an alleged dishonest or malicious act by you;

e) a dispute between you and us about this legal expenses cover;

f) any application for judicial review;

3. Any claim directly or indirectly caused by or contributed to or arising from:

a) 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

b) Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

c) Any direct or indirect consequence of:

i. Irradiation, or contamination by nuclear material; or

ii. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or

iii. Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

d) Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

C. EXCLUDED COSTS:

Any Costs:

a) incurred prior to written confirmation from us or the administrator that the claim has been accepted or professional fees beyond those for which the administrator have given our prior approval in accordance with the terms and conditions of the cover;

b) relating to any disagreement with your tenant when the event is within the first 125 days of the start of the period of insurance and the tenancy agreement started before the start of the period of insurance;

c) you pay or agree to pay before the we or the administrator have accepted your claim in writing and your solicitor confirms in writing that he or she will co-operate with you to keep to the terms of this legal expenses cover;

d) for more than the we or the administrator have agreed

e) where you have entered into a conditional fee agreement without obtaining our permission in writing first

General policy terms and conditions

Guidance notes

These terms and conditions explain your responsibilities under this contract of insurance.

These general terms and conditions apply to the whole of the insurance

1. CONDUCT:

You shall:

a) not allow an adult tenant into possession other than on the basis of an already completed tenancy agreement duly signed by all parties;

b) ensure that any relevant statutory pre-grant notices are served in the correct form on the tenant prior to the grant of the tenancy;

c) prior to the grant of any tenancy make all relevant and necessary searches to reveal county court judgements in the last three years against the proposed tenant by name;

d) prior to the grant of any tenancy you must obtain a minimum of a tenant reference. If any doubts as to the integrity or financial standing of the tenant are expressed in any reference or there is a lack of response to any enquiry, to obtain our approval prior to commencement of the letting. On the making of any claim you should be in a position to forward
not only copies of the notices to us but also copies of the letters requesting the same. You shall not allow any tenant into occupation until the first month’s rent and the dilapidations deposit payment have been cleared in the managing agent’s bank account (or alternatively cash has been received); e) ensure that you comply with the requirements of any statutory tenancy deposit scheme; f) ensure that all statutory requirements are complied with regarding the issue and service of notices of intention to take proceedings; g) prepare prior to the grant of the tenancy a detailed inventory allowing space for comments to be made as to the condition of the items in the inventory on check in and comments to be made later on check out of your property; h) conduct regular inspections of the property (by reference to such inventory) at no less intervals than every six months; i) as soon as possible after a tenant has checked out or has otherwise vacated your property, prepare a detailed Schedule of Dilapidations; j) keep clear up-to-date rental records; l) ensure that where a tenant makes payment of rent that such payment is only received on the express understanding that it is being taken on account of the longest outstanding sum of arrears that are then due and that it is received without prejudice to any termination notice and/or to any proceedings taken pursuant thereto. Where the tenant is a company the professional adviser’s advice must be taken before any arrears of rent are accepted; m) ensure that any claims are accompanied by our fully completed claims form and submitted to us within 90 days of the rent falling into arrears; n) send a letter threatening legal action within 45 days of rent falling into arrears; o) contact the tenant at the tenant’s place of employment within 28 days of any rent falling into arrears.

2. **PREMIUM:** The policyholder named in the schedule must have paid the relevant premium and have been declared to us as having done so.

3. **APPOINTMENT OF PROFESSIONAL ADVISER:** At any time before the administrator agree that legal proceedings need to be issued, the administrator will choose a professional adviser to act for you.

If Legal Proceedings have been agreed by us, you may nominate your own professional adviser whose name and address you must submit to us. In selecting your professional adviser you shall have regard to the common law duty to minimise the cost for your claim. Any dispute arising from this shall be referred to Arbitration in accordance with the policy conditions.

When you have elected to use your own nominated professional adviser you will be responsible for any professional fees in excess of our standard professional fees.

If you discontinue your instructions to your professional adviser without our prior written permission, our cover will stop at once and we may recover any costs already paid back from you.

4. **CONDUCT OF YOUR CLAIM:** 
You must immediately tell your professional adviser to:

a) provide us, as soon as possible, with:

- their views on the merits of your claim; and
- their hourly rate and estimate of total costs of pursuing or defending your claim; and
- any information, document or file (including your professional adviser’s files) relating to your claim, whether or not privileged, that we/the administrator may ask for.

b) Keep us fully updated during your claim;

- On the progress of your claim, including any offers to settle; and
- Of any change in their views on the merits of your claim; and
- Of any change to their estimate of costs.

We/the administrator will set spending limits for your professional adviser’s fees and payments during your claim. If a limit is exceeded without our prior written permission, we will not pay for any fees and payments above the relevant spending limit. These limits will not affect our rights under condition 11.
5. **CO-OPERATION WITH US AND YOUR PROFESSIONAL ADVISER:**
   You will co-operate with:
   a) us at all times and reply promptly to any correspondence about your claim; and
   b) your professional adviser at all times, provide them with all the information that they need and attend meetings and hearings whenever you are asked to.

6. **INVESTIGATION AND PAYMENT OF YOUR CLAIM:**
   We, the administrator or our agents, may investigate your claim. In our absolute discretion, we may pay you an amount equal to our estimate of the value of your legal claim, or that made against you, instead of providing cover for your costs. 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/the administrator may also share this information with the appropriate law enforcement authorities.

7. **SETTLEMENT:**
   You or your professional adviser must immediately write to tell us of any offer made to settle your claim including offers relating to costs. You must not accept any offers without getting our permission first. We/the administrator will not withhold our consent in relation to an offer that a professional adviser would recommend to a private client who is paying his or her own fees.
   If you do not accept an offer we/the administrator consider to be fair, we will not pay any further costs.

8. **WITHDRAWING AND DISCONTINUING:**
   If you withdraw from or discontinue (stop) your claim without getting our permission in writing first then we will not pay costs and will be entitled to recover from you any fees and payments made or charged before the withdrawal or discontinuance. We/the administrator will not withhold our permission in relation to a withdrawal or discontinuance that a solicitor would recommend to a private client who is paying his or her own fees.

9. **ASSESSMENT AND RECOVERY OF COSTS:**
   You must, if the administrator ask you, tell your professional adviser to send all of their files and any bill of costs for assessment by a court or certification by the appropriate professional body or auditing by cost consultants appointed by us.
   You must:
   a) take steps to recover costs awarded or agreed to be paid to you; and
   b) immediately pay us costs recovered, or tell your professional adviser to do so.
   
   If you pay or agree to pay costs above the limit of cover in order to end your case, any costs awarded or agreed to be paid to you will be divided between us and you to reflect the proportion of costs that both we and you have paid or, but for the recovery of costs from your opponent(s), would be liable to pay. You will pay us or tell your professional adviser to pay to us the amount that is due to us immediately.

10. **DISPUTES:**
    Either you, we or the administrator may refer any dispute to an arbitrator who will be a solicitor or barrister. If all parties cannot agree on an arbitrator the Chartered Institute of Arbitrators will choose one. The arbitration will be under the Arbitration Acts in force and will be binding on the parties. If the arbitrator decides that you should pay the costs of the arbitration, we will not pay these under this policy.

11. **AGREEMENT:**
    We are not bound by any agreement that you or your professional adviser make without our prior approval or permission

12. **WAIVER:**
    If we waive(s) any right or breach of any term of this policy, this will not waive any other right or later breach

13. **TRANSFERRING YOUR RIGHTS:**
    You cannot transfer your rights under this policy. A person, partnership (whether limited or not) or company who is not a party to this policy has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
Cancellation

Guidance notes

Please note that any refund from us during the cooling off period may be subject to a further cancellation charge levied by the firm that arranged your insurance with us and/or the administrator. Any charges levied by them will be in accordance with the terms and conditions agreed between you and them at the time you arranged this insurance.

If you decide that for any reason, this policy does not meet your insurance needs then please return it to 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.

If you wish to cancel your policy after 14 days, you will be entitled to a pro-rata return of premium.

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/the administrator 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/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 administrator/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.
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: 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: FLILLEI / 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:

    The Financial Ombudsman Service,
    Exchange Tower,
    London,
    E14 9SR.

    Tel: 0300 123 9 123
    Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact your local Citizens Advice Bureau.

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.
Important information about your insurance with us

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
Financial & Legal Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if Financial & Legal Insurance Company Limited cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. 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, P O Box 300, Mitcheldean, GL17 1DY