

Assurant Tenant Liability Insurance & Tenant Legal Expenses Insurance

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Policy Document

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1: UK Renters Tenants Liability Insurance Policy

Introduction

Welcome to **your** Tenants Liability Insurance Policy Document. This insurance is administered by Assurant, arranged by Lexelle Limited and is underwritten by Novus Underwriting Limited on behalf of Collinson Insurance.

Assurant Intermediary Limited is authorised and regulated by the Financial Conduct Authority, Firm Reference No. 311243.

Lexelle Limited is authorised and regulated by the Financial Conduct Authority, Firm Reference No. 312782.

Collinson Insurance (a trading name of Astrenska Insurance Limited) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, under Firm Reference Number 202846. Registered in England number 01708613.

Novus Underwriting Limited, which is an Appointed Representative of Consilium Insurance Brokers Limited, authorised and regulated by the Financial Conduct Authority (Ref: 306080). Novus Underwriting Limited is registered in England (No. 10844265). Registered address The Monument Building, 11 Monument Street, London, EC3R 8AF, United Kingdom.

As Lexelle Limited acts as an agent for the **insurer**, monies paid to (or held by) Lexelle Limited in relation to the insurance contract are treated as having been paid to (or held by) the **insurer**.

Understanding **your policy**: Please read this **policy** carefully and make sure **you** understand fully and comply with its terms and conditions. Failure to do so may jeopardise the payment of any claim which might arise and could lead to the **policy** becoming void.

All insurance documents and all communication with **you** about this **policy** will be in English.

The Insurance Contract: This Policy Document and **your policy schedule** are **your** insurance documents and together they make up the contract between **you** and **us**. It is important that **you** read this Policy Document carefully along with **your policy schedule** so **you** can be sure of the cover provided and to check that it meets **your** needs.

This **policy** is a monthly **policy**, which means that **your** premium will be collected monthly by Direct Debit, Credit or Debit Card. On receipt of **your** monthly payment **we** will provide the cover detailed in **your** Policy Documents for the month in which the payment has been made.

Your cover commences on the date shown on **your policy schedule** and continues by periods of one month upon successful receipt of **your** monthly payment. Cover will continue each month until **you** or **we** cancel the policy, however, should **you** fail to make a payment all cover will cease with effect from the end of the month **you** last paid **your** premium.

Confirmation of **your** cover will be sent to **you** within the **policy schedule**. The **policy** contains details of the Insurance cover **you** have bought, what is excluded from cover and the terms and conditions of this Insurance.

Important Information

Changes in **your** circumstances: The **policy** has been issued based upon information which **you** have provided in **your** application about **yourself** and **your landlord's property**. **You** must tell the **administrator** or the **insurer** immediately of any changes to this information including any change of address. **You** must also notify **administrator** or the **insurer** if **you** have been convicted of handling stolen goods, fraud, forgery, robbery,

theft or if **you** have been declared bankrupt. If **you** do not reveal any relevant information the consequences may be that the **policy** is void and any claim **you** have, may be invalidated.

Eligibility for Cover

It is a condition precedent to **our** liability under this insurance contract that the following matters are true and accurate:

- **You** must be 18 years or older.
- The insured property must be **your** main residence and must be within the United Kingdom, Northern Ireland, the Channel Islands or the Isle of Man.
- **You** must be a **tenant** of the **landlords property** by virtue of a **tenancy agreement**.

Your Responsibility

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- a) Supply accurate and complete answers to all the questions **we** 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 **us** of any changes to the answers **you** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **your** policy is invalid, and **you** won't be able to make a claim

Meaning of Words

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout the **policy** and will appear in bold.

Accidental Damage:

Damage caused suddenly and unexpectedly, occurring at a specific time and caused by an external force within the **territorial limits**.

Administrator:

Assurant, Emerald Buildings, Westmere Drive, Crewe, Cheshire, CW1 6UN
E-mail: ukrenters@assurant.com, Tel: 0333 220 5063 on behalf of Lexelled Limited

Claims Administrator:

Sedgwick International UK, Oakleigh House, 14-16 Park Place, Cardiff, CF10 3DQ, Tel: 0345 600 7406

Claims Limit:

The amount as shown in the **policy schedule** and being the maximum amount, **we** will pay in the aggregate for any claims made on this **policy**.

Endorsement:

A specific term, condition or variation to the **policy**.

Family:

Your domestic partner and other relations that permanently reside with **you**.

Landlord:

The person or persons named in **your tenancy agreement** as the landlord of the private dwelling shown in **your schedule**.

Landlord's Property:

The private dwelling as detailed on **your policy schedule** (this includes domestic outbuildings and any private garage or outbuilding used in connection with the dwelling within 100 metres) for which **you** are a **tenant**

Garden, buildings or any property belonging to the landlord for which you are legally responsible for, such as household goods, furniture and fixtures and fittings'

Money:

Cash, cheques, postal orders, unused postage stamps, saving stamps and certificates, premium bonds and gift vouchers, season tickets and travel tickets, travellers cheques.

Period of Insurance:

The period specified on **your policy schedule**. This insurance commences on the date shown on **your policy schedule** and continues by periods of one month upon receipt of **your** monthly premium payment.

Policy:

The **policy** incorporates the policy booklet, the **policy schedule** and all terms, conditions and **endorsements** of **your** insurance contract with **us**.

Policy Schedule:

The document issued by the **administrator** which confirms **your** personal information, levels of cover, details of the **landlords property** and commencement date of **your policy**.

Tenancy Agreement:

The written agreement that sets out **your** obligations as a **tenant** to the **landlord**.

Tenant:

The occupier of the **landlords property** by virtue of a **tenancy agreement**.

Territorial Limits:

England, Wales, Scotland and Northern Ireland.

Terrorism:

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

Uninsurable Risks:

Wear and tear, depreciation, fungus, settlement, shrinkage, dry or wet rot, vermin, insect or domestic pet damage, mechanical or electrical faults, process of cleaning, repairing, restoration, renovating or any gradually operating cause or process.

Unoccupied:

Not lived in by **you** or without sufficient furniture and furnishings for normal living purposes.

Valuable:

Precious metals, jewellery, watches, stamp, coin and medal collections, **money**, photographic equipment, furs, curios, and works of art.

Vehicles and Craft:

Any electrically or mechanically powered vehicles, caravans, trailers, watercraft including surfboards, hovercraft, aircraft, all-terrain vehicles or quad bikes, other than:

- Domestic gardening equipment.
- Battery-operated golf trolleys.
- Wheelchairs.
- Battery - or pedestrian-operated models or toys.

We/Us/Our/Insurer(s):

Novus Underwriting Limited on behalf of Collinson Insurance

You/Your:

The person(s) specified in the **policy schedule** and any member of their family permanently residing with them.

What is Insured

In the event of **accidental damage** to **landlord's property** caused by **you**, the **insurer** will, at their option:

- 1) Replace the damaged **landlord's property** as new, or
- 2) Pay for the cost of replacing the damaged item as new, or
- 3) Pay the cost of repairing the item(s).

Conditions applying to this section

- a) The **insurer's** liability will not exceed the **claims limit** shown on **your policy schedule**.
- b) The **insurer** will not pay for the cost of replacing or repairing any undamaged item(s) of the **landlord's property** which forms part of a pair, set, suite or part of a common design.
- c) **You** must not undertake any repairs to the **landlord's property** without the **insurer's** prior written consent.

Exclusions applying to this section

The **insurer** will not pay claims arising from or caused by fire, smoke, lightning, earthquake, explosion, escape of water, storm, flood, theft, attempted theft, falling trees/branches or satellite dishes, malicious damage or vandalism, subsidence, heave or landslip.

General Conditions

Claims

- 1) If **you** need to make a claim under this **policy**, **you** must do the following:
 - a) Provide the **insurer** with full details of **your** claim as soon as possible after the event and in any case no later than 30 days of the event that gives rise to the claim.
 - b) Take all steps necessary to reduce further loss or damage.
 - c) Provide the **insurer** with all information and evidence, including written estimates and proof of ownership and value that the **insurer** may request.

Under no circumstances must **you** admit any liability or responsibility or negotiate or settle any aspect of any claim without the **insurer's** permission in writing to do so.

- 2) On receipt of a notification of a claim, the **insurer** may do the following:
 - a) Enter any building following loss or damage with the **landlord's** permission.
 - b) Take over and pursue or settle any claim on **your** behalf. **You** must allow the **insurer** to pursue at the **insurer's** own expense and for their benefit any claim for compensation against any other person or organisation and **you** must give them all the information needed to do so.
 - c) Appoint a loss adjuster to handle the claim on the **insurer's** behalf.
 - d) Arrange to repair the damage to the building and/or any other property or item and handle any salvage appropriately.
 - e) Make a deduction for wear and tear if the **landlord's property** is not properly maintained and in a good state of repair.
 - f) Contact **you** directly at any point concerning **your** claim.

General Exclusions

These exclusions apply to the whole **policy** document. The **insurer** will not pay claims in respect of:

- 1) Any claim where the monthly premium has not been paid.
- 2) Any amount exceeding the **claims limit** stated in **your policy schedule**.
- 3) Damage by any cause other than **accidental damage**.
- 4) Property owned by **you** or in **your** custody or control that does not belong to **your landlord**.
- 5) Damage whilst the **landlords property** is **unoccupied** for 30 days or more whilst you are the **tenant**.
- 6) Any claim that arises as a result of a deliberate action by **you** or anybody associated with **you**.
- 7) Any **uninsurable risks**
- 8) Mechanical or electrical breakdown.
- 9) Loss of value.
- 10) Damage occurring after **you** have vacated the **landlords property**.
- 11) Damage to **valuables** and **money**.
- 12) Damage to **vehicles and craft**.
- 13) 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.
- 14) Loss or damage caused by war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, **terrorism**, rebellion, revolution, military force or coup, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- 15) Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered or otherwise corrupted.
- 16) For the purposes of this **policy**, Electronic Data shall mean facts, concepts and information stored to form useable 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.
- 17) 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.

How to make a Claim

In the event of a claim, please contact the **claims administrator** within 30 days from the date of the event **you** are looking to claim for, giving as much information as **you** can about what has happened:

Sedgwick International UK
Oakleigh House
14-16 Park Place
Cardiff CF10 3DQ
Tel: 0345 600 7406
Email: novusclaims@uk.sedgwick.com

Cancellation

You have the right to cancel this **policy** within 14 days of the date **you** purchased the **policy** or when **you** received the **policy** documents, if this is later. **You** do not need to provide a reason for cancellation, and **we** will provide a full refund of any premium paid, unless **you** have made a claim or there has been an incident likely to result in a claim.

If **you** wish to cancel **your policy** after 14 days, the cover will cease at the end of the **policy** period for which **you** have paid **your** monthly premium payment. For example: if **you** have paid **your** latest monthly premium

on the 1st January and contact the **us** to cancel on the 15th January, **we** will set the **policy** to cancel on the 31st January and collect no further premiums. No refunds will be paid at cancellation.

To cancel **your policy** please contact Assurant via:

Telephone: 0333 220 5063

Email to: ukrenters@assurant.com

In Writing to: Assurant, Assurant Intermediary Limited, Emerald Buildings, Westmere Drive, Crewe, Cheshire, CW1 6UN

Cancellation by Us

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

- a) Threatening and abusive behaviour
- b) Failure to provide documents
- c) Non-compliance with **policy** terms and conditions
- d) A change in **your** circumstances means that **we** can no longer provide cover
- e) Where **we** identify **your** involvement in, or association with, insurance fraud or financial crime
- f) Where **you** have misrepresented or provided false information to the questions asked **you** when **you** purchased, renewed or amended **your policy**.

We may also cancel **your policy** for non-payment of premium. If payment is not collected by the next payment date, then all cover will cease with effect from the end of the month **you** last paid **your** premium.

If **we** cancel **your policy**, **we** will provide a refund of **your** premiums less a charge for the cover already provided, unless the reason for cancellation relates to fraud, which is detailed in the fraudulent claims section of this **policy**.

When Your Policy Will End

The benefits provided under **your policy** will cease on the earliest of the following: -

- a) **You**, or anyone representing **you**, knowingly provides false information to the **administrator, claims administrator** or **us**.
- b) The **claims limit** has been reached.
- c) The date **you** stop paying **your** monthly premium for cover.

Complaints Procedure

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: -

SALE OF THE POLICY

Protect Your Bubble

Quality Assurance Manager,

Assurant General insurance Limited,

PO Box 1033,

Uxbridge UB8 9PX

Email: complaints@protectyourbubble.com

Tel: 0330 333 4792

ADMINISTRATION OF THE POLICY

Assurant

Emerald Buildings

Westmere Drive
Crewe
Cheshire CW1 6UN
E-mail: ukrenters@assurant.com
Tel: 0333 220 5063

CLAIMS

Novus Complaints Team
Sedgwick International UK
Oakleigh House
14-16 Park Place
Cardiff CF10 3DQ
Tel: 0345 600 7406
Email: novuscomplaints@uk.sedgwick.com

We will respond to **your** complaint within four weeks of receiving it. **Our** response will be **our** final decision based on the information provided. If there's a delay in **our** investigations, **we**'ll explain the reason and give **you** an estimated timeframe for reaching a decision.

If, for any reason, **you**'re still dissatisfied or haven't received a final answer within eight weeks, **you** have the right to escalate **you**'re complaint to an independent authority called the Financial Ombudsman Service (FOS). **you** can contact them using the details below:

The Financial Ombudsman Service
Exchange Tower, 1 Harbour Exchange Square, London, E14 9SR
Telephone: 08000 234 567 (free for people calling from a landline) or 0300 123 9 123
Email: complaint.info@financial-ombudsman.org.uk
Online: www.financial-ombudsman.org.uk

Fraudulent Claims or Misleading Information

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.
- 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

Law and Jurisdiction

This policy shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England.

Data Protection

How We Use the Information About You

As a data controller, **we** collect and process information about **you** so that **we** can provide **you** with the products and services **you** have requested. **We** also receive personal information from **your** agent on a regular basis while **your** policy is still live. This will include **your** name, address, risk details and other information which is necessary for **us** to:

- Meet **our** contractual obligations to **you**.
- Issue **you** this insurance policy.
- Deal with any claims or requests for assistance that **you** may have.
- Service **your** policy (including claims and policy administration, payments, and other transactions).
- Detect, investigate, and prevent activities which may be illegal or could result in **your** policy being cancelled or treated as if it never existed.
- Protect **our** legitimate interests.

Some of the personal information that **you** provide may be sensitive information. This includes details about **your** health or medical records. Where **we** need **your** consent to collect and process **your** sensitive information, this will be obtained from **you** at the relevant time. Please note that, in these cases, **we** may not be able to sell **you** an insurance policy or deal with a claim if **you** do not agree to **us** processing relevant sensitive information.

To administer **your** policy and deal with any claims, **your** information may be shared with trusted third parties. This will include members of The Collinson Group, third party administrators, contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on **our** behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, **we** will have strict contractual terms in place to make sure that **your** information remains safe and secure.

We will not share **your** information with anyone else unless **you** agree to this, or **we** are required to do this by **our** regulators (e.g., the Financial Conduct Authority) or other authorities.

The personal information we have collected from **you** will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify **your** identity. If fraud is detected, **you** could be refused certain services, finance, or employment. Further details of how **your** information will be used by **us** and these fraud prevention agencies and databases, and **your** data protection rights, can be found by visiting <https://cifas.org.uk/fpn> and <https://insurancefraudbureau.org/privacy-policy>.

Processing your data

Your data will generally be processed on the basis that it is:

- Necessary for the performance of the contract that **you** have with us.
- Is in the public or **your** vital interest: or.
- For **our** legitimate business interests.

If **we** are not able to rely on the above, **we** will ask for **your** consent to process **your** data.

How we store and protect your information

All personal information collected by **us** is stored on secure servers which are either in the United Kingdom or European Union. **We** will need to keep and process **your** personal information during the period of insurance and after this time so that **we** can meet **our** regulatory obligations or to deal with any reasonable requests from **our** regulators and other authorities.

We also have security measures in place in **our** offices to protect the information that **you** have given us.

How you can access your information and correct anything which is wrong.

You have the right to request a copy of the information that **we** hold about **you**. If **you** would like a copy of some or all of **your** personal information, please contact **us** by email or letter as shown below:

Email address: data.protection@collinsongroup.com

Postal Address: 3 More London Riverside, London, SE1 2AQ

This will normally be provided free of charge, but in some circumstances, **we** may either make a reasonable charge for this service or refuse to give **you** this information if **your** request is clearly unjustified or excessive.

We want to make sure that **your** personal information is accurate and up to date. **You** may ask **us** to correct or remove information **you** think is inaccurate.

If **you** wish to make a complaint about the **use** of **your** personal information, please contact **our** Complaints manager using the details above. **You** can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at <https://ico.org.uk>.

Compensation Scheme

The Financial Services Compensation Scheme covers this policy. **You** may be entitled to compensation from this scheme if **we** cannot meet our liabilities under this policy. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 0207 741 4100.

2: UK Renters Tenant Legal Expenses Insurance Policy

Introduction

Welcome to your Tenant Legal Expenses Insurance. 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 **your policy 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** applying 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.

This policy is a monthly policy, which means that **your** premium will be collected monthly by Direct Debit, Credit or Debit Card. On receipt of **your** monthly payment **we** will provide the cover detailed in **your** policy documents for the month in which the payment has been made.

Your cover commences on the date shown on **your policy schedule** and continues by periods of one month upon successful receipt of **your** monthly payment. Cover will continue each month until **you** or **we** cancel the policy, however, should **you** fail to make a payment all cover will cease with effect from the end of the month **you** last paid **your** 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.

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.

You must advise us of any event that may give rise to a claim under this policy and report this to us as soon as possible on 0114 2493300. Reporting a potential claim under your Legal Expenses insurance will not increase future insurance premiums but failing to report a matter in a timely matter may restrict cover that may be provided under your 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 Tenant Family Legal Expenses Insurance policy is administered by Assurant and 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 Assurant to administer **your** insurance on **our** behalf, who are authorised and regulated by the Financial Conduct Authority, register number 311243. Throughout this policy document they are referred to as the **administrator**.

Assurant can be contacted at:
Emerald Buildings, Westmere Drive, Crewe, Cheshire, CW1 6UN
E-mail: ukrenters@assurant.com
Tel: 0333 220 5063
Email:

You should contact them if **you** have any questions about **your** insurance or if **you** need to make a change to **your** insurance (see Notification of changes which may affect **your** insurance).

Making a claim

If **you** need to make a claim, please contact the **claims administrator**:

Lexelle Limited
PO Box 4428
Sheffield
S9 9DD
Tel: 0114 249 3300
Email: assist@lexelle.com

You must supply the **claims administrator** with a complete and truthful report of the facts giving rise to **your claim**, details of any potential witnesses, and provide the **claims administrator** with any documentary evidence in support of **your claim**. **You** may report **your claim** by telephone or in writing, using the contact details set out above.

The **claims administrator** or **we** will make a preliminary assessment of the merits of **your claim**. If the **claims administrator** or **we** decide that **your claim** appears to be covered by **your** policy and there is a **reasonable prospect of success**, the **claims administrator** or **we** will appoint an **authorised representative** selected by them or **us** to act on **your** behalf in respect of **your claim**. This does not affect your legal rights at the point of or during legal proceedings

If **we** or the **claims administrator** 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 **we/the claims administrator** decide **your claim** does not appear to have a **reasonable prospect of success**; then **we/the claims administrator** will tell **you**, and if requested by **you** provide confirmation in writing.

If **you** accept **our/the claims administrator's** advice, **your** entitlement to payment from **us** under this policy for **your claim** is at an end and **we** will be discharged from any liability to **you** in respect of that claim.

If **you** do not accept **our** advice, the **claims administrator** or **we** will instruct another **authorised representative** to advise whether **your claim** has a **reasonable prospect of success**. If the alternative **authorised representative** instructed advises that **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 alternative **authorised representative** instructed advises that there are **reasonable prospects of success**, **we** or the **claims administrator** will appoint the alternative **authorised representative** to act on **your** behalf in the pursuit of **your claim** and advise **you** accordingly. Any **authorised representative** will require **you** to enter into an agreement with them in order for them to act on **your** behalf.

We or the **claims administrator** will take over and conduct any civil claim for damages or compensation in **your** name for a claim accepted under this policy. The **authorised representative** nominated and appointed by **us** or the **claims administrator** will act on **your** behalf and **you** must accept the nomination. If **we** agree **legal proceedings** should be commenced through court or it is mandatory for **you** to be represented by a solicitor **you** may choose an alternative solicitor to act for **you** however **you** must obtain **our** written agreement for them to become **your authorised representative**. **Our** agreement shall not be unreasonably withheld however **we** will only pay **professional fees** up to the amount that **we** would have paid an **authorised representative** appointed by **us**.

If an **authorised representative** instructed to act on **your** behalf refuses to continue to act on **your** behalf, or **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 immediately.

Where an **authorised representative** is appointed to act on **your** behalf by the **claims administrator** or **us** they are appointed in the performance of **our** obligations under the terms of this policy and not as an agent for **you**.

Where an **authorised representative** is instructed to act on **your** behalf, **you** and **we** will require them to comply with the **authorised representative's** obligations set out in this policy.

We or the **claims administrator** may require a barrister to advise whether in all the circumstances of **your claim**, to include whether an offer should be made or accepted in settlement of **your claim** or whether **your claim** should be pursued or continue to be pursued by **legal proceedings**.

If the **claims administrator** or **we** consider that **your claim** should be pursued by some means other than by **legal proceedings** **we/the claims administrator** will tell **you** in writing.

You should keep a complete record of all information **you** supplied to the firm that arranged **your** insurance with **us** and to **us** when taking out this insurance.

So that **you** understand what **you** are covered for, please read this policy and the **policy schedule** (which may make reference to endorsements) very carefully. **You** should pay special attention to the general exceptions and general terms and conditions of this policy.

If **you** have any questions, or the cover does not meet **your** needs or any of the details are incorrect **you** should notify the **administrator or claims administrator** or **us** immediately.

Important

If **you** fail to tell **us** or **you** delay telling **us** about an incident that may lead to a claim and this increases **our** claim costs, **you** will become liable to pay the additional costs. It may also invalidate **your** right to claim.

Information You have Provided

You must take reasonable care to provide accurate and complete answers to all the questions **you** are asked when **you** take out, make changes to this policy.

You must notify **your administrator** as soon as possible if any of the information in **your** policy documents is incorrect or if **you** wish to make a change to **your** policy.

If **you** do not provide accurate and complete answers to the questions **you** are asked, or **you** fail to notify **your administrator** of any incorrect information or changes **you** wish to make, **your** policy may not operate in the event of a claim, we may charge **you** an additional premium, **we** may not pay any claim in full or **your** policy could be invalid.

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;
- 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;
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge; or
- 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.

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 policy schedule and any endorsements.

Administrator

Assurant

Authorised representative

An appropriately qualified professional person or firm appointed by the **administrator** or **us** to act on **your** behalf when a claim is made under this insurance.

Civil Claim

Is a dispute in relation to **your** contractual, common law and statutory rights for which **you** are pursuing a remedy.

Claims administrator

Lexelle Limited

Condition

Is an obligation that **you** must perform. If **you** do not perform a condition **we** might not be under any liability to pay anything under the terms of this policy.

Date of occurrence

Mean the date of the event that leads to a claim, if there is more than one event arising at different times, the **date of occurrence** is the date of the first event.

Defamatory

A written comment shared to the public that is untrue and has or is likely to cause serious harm to **your** reputation and financial loss.

Defendant's costs

Legal costs and expenses the **insured** is ordered to pay to another party that can be enforced against the **insured** in making a **civil claim** that has been pursued under this policy.

Free legal advice

Initial verbal **legal advice** over the telephone relating to a possible claim covered by this policy. No correspondence will be entered in to when utilising this service.

Insured(s)

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

Landlord

The person or persons named in **your tenancy agreement** as the **landlord** of **your principal home**.

Legal advice

Means any advice provided by **our** or the **claims administrator's** in-house legal advisors to assist **you** in **your claim**.

Legal assistance

Actions taken by the **claims administrator** and/or an **authorised representative** whilst pursuing **your claim** accepted under this policy including their **professional fees**.

Legal proceedings

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

Maximum amount

£50,000 (including a maximum of £25,000 for any employment dispute claims and £5,000 towards rehabilitation costs) in total, including **professional fees** and **defendants costs**, for one or more claims during a during a consecutive 12 month period.

Period of insurance

The period specified on **your policy schedule**. This insurance commences on the date shown on **your policy schedule** and continues by periods of one month upon receipt of **your** monthly premium payment.

Policy schedule

The document issued by the **administrator** which confirms **your** personal information, levels of cover, details of the **home** and commencement date of your policy.

Principal home

The rented property identified in the **policy schedule** to this policy and where **you** are listed on the electoral roll. **We** may, after receiving a written request from the **insured**, accept a change of address however, the new address must continue to be **your** only or **principal home**.

Professional fees

Fees or costs reasonably incurred by the **authorised representative**, with **our** or the **claims administrator's** prior authority. This includes disbursements if 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** or the **claims administrator's** prior permission has been obtained prior to incurring any disbursements.

Reasonable prospect of success

The matter falling within the cover provided by sections 1-10. In our opinion;

- a. It is more probable than not i.e. greater than 51% chance, that **your** claim will succeed and **you** will be able and likely to obtain the compensation or none financial result **you** are seeking; and
- b. **Your** interests cannot be better achieved by other means

Rehabilitation treatment

Means reasonable and necessary muscular skeletal non-surgical restorative treatment that is approved by the General Medical Counsel and recommended by a qualified medical practitioner and **us**, and requested by **your authorised representative**.

Small claim(s)

A claim for damages or compensation which is or may 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, Channel Islands and the Isle of Man.

Tenancy Agreement

The written agreement that sets out **your** obligations as a **tenant** to the **landlord**.

Tenant

The occupier of the **principle home** by virtue of a **tenancy agreement**.

Unoccupied

The **principal home** is not lived in by **you** for 30 or more consecutive days or, a total of 90 or more days during the 12 month consecutive period.

We, Us, Our, Insurer

Financial & Legal Insurance Company Limited

You, your

The person named as the **insured** in the **policy schedule** to this policy or any member **of your** family (including civil partners and children for whom **you** or **your** spouse/civil partner are the legal guardian) permanently residing with **you** at the **principal home**.

Your claim

A claim for costs, **defendant's costs**, **legal assistance** or **legal advice** covered under Sections 1-10 of this insurance.

Insurance provided – the cover we offer

The sections of this insurance that you are covered for are shown in the table below:

Section	Cover
1	Free Legal Advice
2	Personal Injury
3	Employment Disputes
4	Tax Protection
5	Jury Insurance
6	Contract Disputes
7	Property Protection

Cover is subject to any endorsement(s) shown on **your policy schedule**.

The general exceptions and general terms and condition of this insurance policy apply to all sections of policy cover.

Section 1. 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 **your** legal rights and what courses of action are available to **you** and whether **you** 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 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. Personal injury

Guidance notes

This section of your policy provides cover for legal assistance to recover compensation should you suffer an accident that results in personal injury or death.

What is insured?

This section of cover provides **legal assistance** to recover compensation and **defendants costs** should **you** suffer personal injury or death. This includes, but is not limited to, negligent acts of surgery during a clinical or medical procedure.

Where **your claim** for the pursuit of personal injury has been accepted and it is reasonable and necessary **we** will (when supported by medical evidence) provide **rehabilitation treatment** up to £5,000.

What is not insured?

- Rehabilitation costs relating to an injury or symptoms not relating to the claim accepted under this section and/or incurred without **our** / the **claims administrators** written authority.
- Any illness or bodily injury, which happens gradually or is not caused by a specific or sudden event.
- Any injury caused in a road traffic or other incident where **you** were the driver or passenger in a private motorised vehicle.
- Any claim relating of the failure or alleged failure to correctly diagnose a condition.
- Any pharmaceutical related claim, (including but not limited to tobacco products).
- Any claim relating to a psychological injury/condition unless this is in conjunction with the pursuit of a claim for physical injury sustained at the same time.
- Industrial disease/deafness claims.

Section 3. Employment disputes

Guidance notes

This section of your policy provides cover for professional fees up to £25,000 for unfair or wrongful dismissal, redundancy or unlawful discrimination.

What is insured?

Professional fees (up to £25,000) for **us** to negotiate **your** legal rights concerning a claim against **your** employer for unfair or wrongful dismissal, redundancy or unlawful discrimination by **your** employer falling within the jurisdiction of an employment tribunal.

What is not insured?

- Any claim not reported to **us** or the **claims administrator** within 30 days following **your** dismissal or **you** suffer unlawful discrimination and/or **you** fail to seek and follow **our** or the **authorised representative's** advice
- Where **you** have reported **your claim** within 30 days but have not sought and / or followed the advice of the **claims administrator** or **authorised representative**.
- Any employment dispute not dealt with by an employment tribunal.

Section 4. Tax protection

Guidance notes

This section of your policy provides cover for proceedings in respect of a full personal tax enquiry by the HM Revenue and Customs.

What is insured?

Professional fees in any appeal proceedings in respect of a full enquiry by the HMRC into **your** PAYE earnings and/or P11D benefits relating to **your** work as an employee.

What is not insured?

- Any **professional fees** arising from, involving/related to:
 - any earnings or financial matters outside **your** contracted employment;
 - criminal proceedings, alleged fraudulent evasion of tax, misstatement with the intent to deceive, tax avoidance schemes;
 - Any loan arrangement with **your** employer;
 - Any issue relating to shares;
 - Where deliberate misstatements or omissions have been made to the authorities
 - Where you have not maintained complete truthful and up to date records

Section 5. Jury service

Guidance notes

This section of your policy covers for loss of salary or wages up to defined limits should you be required to attend Jury Service.

What is insured?

We will pay **your** salary or wages for the time that **you** are unable to work whilst attending jury service that are not payable by the court or **your** employer.

Copies of **your** wage/salary slips and **your** employment contract will be required to support any claim.

The amount **we** will pay is based on the following:

- The time **you** are off work. **we** will calculate this 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** annual salary or wages net of deductions for Income Tax and National Insurance contributions;
- If **you** work part time the salary or wages will be based on the last six months average earnings;
- Copies of **your** wage/salary slips and **your** employment contract will be required to support **your** claim

In any event **we** will not pay more than £100 a day or £1,000 in total for any one claim.

What is not insured?

- There is no cover for lost income or other losses suffered by a business or a self-employed person.
- There is no cover for loss of bonus or overtime.

Section 6. Contract disputes

Guidance notes

This section of your policy provides legal assistance or legal advice for contract disputes including buying or hiring of goods, selling goods, and the tenancy agreement for your home.

What is insured?

Legal assistance and **defendant's costs** to negotiate **your** legal rights in a dispute arising from a contract, which **you** have entered into for:

- buying or hiring of any goods or services, including the **tenancy agreement** for **your principle home**; or
- selling of any goods **you** own;

Provided that:

- The agreement has been entered into by **you** and the agreement was made during the **period of insurance**; and
- where the sum/loss in dispute is a **small claim**, cover will not include **professional fees**.

What is not insured?

Professional fees on small claims

Any claim or dispute relating to the following:

- A contract regarding or relating to **your** profession, business or employment;
- A lease, licence or tenancy of land or buildings unless this is **your principal home**;
- Disputes relating to rent increases or deposits, unless the deposit is not held in a Deposit Protection Scheme.
- Any dispute in relation to an application or refusal of a lease, licence or tenancy of land or buildings, including the **principal home**; or
- Any Tenancy other than: -
 1. an Assured Short hold or periodic Tenancy within the meaning of the Housing Acts 1988 and 1996 within England and Wales; or
 2. a Private Residential Tenancy as defined in the Private Housing (Tenancies) (Scotland) Act 2016; or
 3. in Northern Ireland the agreement between you and the landlord to let the property is 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
- Disputes with other tenants or occupants within the rented property/building; or
- Any contract relating to the sub-let of a property; or

- Any claims relating to the lease, licence or tenancy that occur within the first 180 days of the start of the policy, where the lease licence or tenancy predates the start of the policy unless **you** can provide evidence that **you** had equivalent cover immediately prior to the start of this policy without a break in the period of cover; or
- Any dispute where **you** have been or are in rent arrears or withholding monies; or
- A dispute with a professional advisor in connection with the drafting of a lease, licence or **tenancy agreement**; or
- Construction/building work (including internal or external structural alterations) on any land, or designing, converting or extending any building;
- The sale or purchase of any land or building;
- A contract involving a motor vehicle;
- Advice, sale, administration cover or settlement payable under an insurance or other financial product or service;
- Where the contract is not confirmed in writing;
- Where **you** have breached the contract in any way;
- Items/property sold at auction or through an auction website;
- Any dispute with a local or government authority;
- Items or property that have previously been repossessed;
- **Professional fees** and/or **defendants costs** where **your** defence to a claim is not wholly successful;
- Any dispute regarding any goods or services which is not intended for **your** personal use or use within **your principal home**.

Section 7. Property protection

Guidance notes

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 **your** legal rights to pursue a civil claim relating to **your** material property (excluding the fabric of **your principal home**), which is personally owned by **you** or for which **you** are legally responsible for by contract, following:

- An event which causes, or is likely to cause, physical damage to **your** personally owned property; or
- Actionable nuisance disputes.

What is not insured?

Any claim relating to the following: -

- A contract entered into by **you**;
- Any building or land;
- Any event occurring whilst the **principal home** was left **unoccupied**;
- Any trespass other than by **your landlord**/letting agent acting under instruction of **your landlord**; or
- Any claim that could be pursued by **your landlord**; or
- Any claims relating to the lease, licence or tenancy that occur within the first 180 days of the start of the policy, where the lease, licence or tenancy predates the start of the policy unless **you** can provide evidence that **you** had equivalent cover immediately prior to the start of this policy without a break in the period of cover; or
- 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 local authority (including companies acting on their behalf) unless the claim is for accident damage:

- Work done by or on behalf of any government or public authority (including companies acting on their behalf) unless the claim is for accidental damage;
- A motorised vehicle;
- Mining subsidence;
- Defending any claim for property damage caused by **you**, but defending a counter claim resulting from a damage claim being pursued under this policy is covered;
- 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;
- Any matter where the value of the loss is less than £100;
- Any **professional fees** or expert fees incurred in establishing a claim that falls under the cover of this policy
- The sale or purchase of any land or building.

General exceptions

Guidance notes

Throughout this insurance you have seen exceptions that apply to each section. These general exceptions apply to all sections.

Claims occurring as a result of the items specified below are not covered.

THESE GENERAL EXCEPTIONS APPLY TO THE WHOLE OF THE INSURANCE

Your insurance does not cover:

- divorce, judicial separation, cohabitation, residence, contact, financial provision, ancillary relief or affiliation;
- custody, guardianship, parental or other access rights;
- disputes between **you** and / or any family members or persons related to **you** by blood or marriage not residing at the **principal home**. This provision does not apply to section 7 of **your** cover;
- patents, copyrights, trademarks, service marks, registered design, intellectual property or secrecy or confidential agreements;
- any venture for gain undertaken outside of an employment contract;
- directorship or partnership disputes;
- verbal contracts;
- for an incident which:
 - occurred outside of England, Wales, Scotland or Northern Ireland.; or
 - where the **date of occurrence** did not occur during the current or prior **period of insurance** stated in the **schedule(s)**;
 - did not occur during the **period of insurance** stated in the **policy schedule**;
- any sum **you** are ordered to pay by way of a fine, costs, compensation or other financial penalty by a court in criminal proceedings;
- any matter where allegations of dishonesty or violence or drug misuse are made against **you**; or
- for any claims made against **us**, the **claims administrator**, or the **administrator** that arranged and placed **your** insurance with **us**.
- for any claims caused by, contributed to, 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.
- 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 resulting 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.

Your insurance does not cover **professional fees** and/or **defendant's costs**:

- where, in **our**, the **claims administrator's** or the **authorised representative's** opinion, **your claim** does not have a **reasonable prospect of success**;
- where, in **our** opinion, the value/amount in dispute is disproportionate to the time and **professional fees** involved in its pursuit;
- of a **small claim**;
- for any claims relating to the lease, licence or tenancy that occur within the first 180 days of the start of the policy, where the lease licence or tenancy predates the start of the policy unless **you** can provide evidence that **you** had equivalent cover immediately prior to the start of this policy without a break in the period of cover; or incurred in claiming damages or compensation in respect of loss or damage covered by another policy of insurance;
- where they are covered by another policy of insurance;
- in respect of any matter that was not caused by a specific or sudden incident/event;
- in excess of those recoverable under the Civil Procedure Rules or other agreement between the parties;
- where **we** have agreed someone other than our nominated **authorised representative** may act for **you**, **we** will not pay any sums in excess of what **we** would have paid to an **authorised representative** that **we** would have appointed 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);
- incurred before **we** have received full details of/for any event or claim or before **we** have accepted **your claim**;
- over and above the **maximum Amount** payable under this insurance in any one **period of insurance**;
- where **your** defence is not wholly successful;
- For claims incurred after **you**, **we** or the **claims administrator** have received professional advice to accept a proposal, Part 36 offer or Part 36 payment made in settlement of **your claim**, or professional advice not to pursue or continue to pursue **your claim** by **legal proceedings**;
- incurred after **we** or the **claims administrator** have told **you** that **we** consider **your claim** should be pursued by means other than by **legal proceedings**;
- for any appeal made without **our** or the **claims administrator's** consent in writing, or after receiving **our** or their written consent, incurred after **you** have received professional advice that the appeal does not have a **reasonable prospect of success**;
- where **you** have failed to comply with a **condition** or the terms and conditions of this policy of insurance;
- where the **authorised representative** instructed to act on **your** behalf refuses to continue to act on **your** behalf or represent **you**;

- where **you**, without a good reason, instruct the **authorised representative** to cease acting for or representing **you**;
- for claims which arise from a criminal act, intention or omission by **you**;
- **we** will not pay for expert or other evidence required to establish that **your** potential claim meets the requirements of the policy;
- for applications for judicial review or in respect of the Human Rights Act or proceedings forming part of a group or multi-party action.

General 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

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

- Ensure that **we** or the **claims administrator** receive notification of any event which may give rise to a claim under this policy as soon as possible;
- Ensure that **we** or the **claims administrator** receive full details of any claim under this policy no later than 180 days after the event giving rise to the **claim**;
- Provide any information requested by **us**, the **authorised representative** or the **claims administrator** as soon as possible;
- Take steps, where possible, to minimise **professional fees** or **defendant's costs** which **we** may be liable to pay under the terms of this insurance;
- Ensure any claim **you** make is an honest claim and not one which is false or fraudulent;
- Ensure that **your claim** is not prejudiced by any action or inaction on **your** part.

You will at all times co-operate with **us**, the **authorised representative** and the **claims administrator** at all times.

The authorised representative's obligations

The **authorised representative**, **we** or the **claims administrator** appointed to act on **your** behalf must:

- Provide **you** and the **claims administrator** on **our** behalf 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;
- Notify **you** and the **claims administrator** on **our** behalf 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;
- Notify **you** and the **claims administrator** on **our** behalf immediately in writing of any change in their assessment of the prospects of success in **your claim**;
- Provide the **claims administrator** on **our** behalf with such information as they may require from time to time about the progress of **your claim**;
- Provide the **claims administrator** on **our** behalf with a written report at 3 monthly intervals from the date instructions to act on **your** behalf were accepted by the **authorised representative**, 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**;
- Deal with **your claim** in such manner as **we** or the **claims administrator** require from time to time;
- Obtain the **claims administrator's** or **our** consent in writing before undertaking any of the following:
 - Issuing **legal proceedings** on **your** behalf;
 - Instructing counsel, leading counsel or an expert witness on **your** behalf;
 - Making an appeal against any order of the court made in **legal proceedings** issued on **your** behalf;

- 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;
- Entering into any agreement as to the amount of or liability to pay **defendant's costs**;
- Entering into any form of alternative dispute resolution;
- Incurring any disbursement;
- 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;
- Repay to **us** any costs **we** have paid in the pursuit of **your claim** which may be recovered from any other party; and
- If required to do so by **us** or the **claims administrator** procure an assessment by the court or an appropriate professional body of the amount properly payable to the **authorised representative** for **professional fees**.

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.

You have the right to cancel this policy within 14 days of the date **you** purchased the policy or when **you** received the policy documents, if this is later. **You** do not need to provide a reason for cancellation, and **we** will provide a full refund of any premium paid, unless **you** have made a claim or there has been an incident likely to result in a claim.

If **you** wish to cancel **your policy** after 14 days, the cover will cease at the end of the **policy** period for which **you** have paid **your** monthly premium payment. For example: if **you** have paid **your** latest monthly premium on the 1st January and contact **your administrator** to cancel on the 15th January, **we** will set the policy to cancel on the 31st January and collect no further premiums. No refunds will be paid at cancellation

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

- g) Threatening and abusive behaviour
- h) Failure to provide documents
- i) Non-compliance with policy terms and conditions
- j) A change in **your** circumstances means that **we** can no longer provide cover
- k) Where **we** identify **your** involvement in, or association with, insurance fraud or financial crime
- l) Where **you** have misrepresented or provided false information to the questions asked **you** when **you** purchased, renewed or amended **your** policy.

We may also cancel **your** policy for non-payment of premium. If payment is not collected by the next payment date, then all cover will cease with effect from the end of the month **you** last paid **your** premium.

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** or **claims administrator** 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 regarding:

RELATING TO THE SALE OF THE POLICY

Protect Your Bubble
Quality Assurance Manager,
Assurant General insurance Limited,
PO Box 1033,
Uxbridge UB8 9PX
Email: complaints@protectyourbubble.com
Tel: 0330 333 4792

RELATING TO ADMINISTRATION OF THE POLICY

Assurant
Emerald Buildings
Westmere Drive
Crewe
Cheshire CW1 6UN
E-mail: ukrenters@assurant.com
Tel: 0333 220 5063

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: F&LFAMTEN / 07 / 2021

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.

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 **Z561011X**. 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, 5400 Lakeside, Cheadle, SK8 3GQ.

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