

# Unoccupied Property Legal Expenses Policy

## Master Certificate Number : F&L UPLEI / 10 / 2020

### ABOUT THIS POLICY

This Unoccupied Property 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.

Throughout this policy document they are referred to as the **administrator**, and as the firm that arranged **your** insurance with **us**:

Lexelle Limited can be contacted at:

PO Box 4428

Sheffield

S9 9DD

Tel: 0114 249 3300

Email: [assist@lexelle.com](mailto:assist@lexelle.com)

**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 **administrator**:

Lexelle Limited

PO Box 4428

Sheffield

S9 9DD

Telephone: 0114 249 3300

Email: [assist@lexelle.com](mailto:assist@lexelle.com)

**You** must supply the **administrator** with a complete and truthful report of the facts giving rise to **your claim**, details of any potential witnesses, and provide the **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 **administrator** or **we** will make a preliminary assessment of the merits of **your claim**. If the **administrator** or **we** decide that **your claim** appears to be covered by **your** policy and there is a **reasonable prospect of success**, the **administrator** or **we** will appoint an **authorised representative** selected by them or **us** to act on **your** behalf in respect of **your claim**.

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

If **you** accept **our**/the **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 **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 **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 **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 **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 **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 **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 **administrator** or **we** consider that **your claim** should be pursued by some means other than by **legal proceedings** **we/the 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 **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 **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.

### **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** 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.

## DEFINITIONS

Wherever the following words or expressions appear in bold type they have the meaning given to them below:-

### Administrator

Lexelle Limited, Po Box 4428, Sheffield S9 1TP. Tel:0114 249 3300. E-mail:assist@lexelle.com

### 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.

### Costs

Up to the **limit of cover**:

- a. unrecovered **professional fees** which **you** are liable to pay to **your professional adviser**; and
- b. **professional fees** **you** are ordered to pay or have agreed to pay (with **our** permission in writing);

### Event(s)

The circumstances outlined in "What is Covered";

### 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, you, your

The person(s) named as insured in the **policy schedule**;

### Legal advice

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

### Limit of cover

£50,000 being the maximum sum in total, **we** will pay for all claims under this policy

### 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**;

### Professional adviser

A solicitor, counsel, claims handler or mediator, or other appropriately qualified person appointed and approved by the **administrators** 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 £100 including VAT;

### Property

The property identified in the **policy schedule** being an **unoccupied** private dwelling used solely for domestic purposes, including garages, outbuildings and fixtures and fittings

### Prospects of success

In **our** opinion:

- a. it is more probable than not, i.e. a 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;

### Remodelling

Altering the structure of the **property**, including services connected to and/or within **your property**. This includes but is not limited to, physical alterations (other than like for like replacement) to fixtures and/or the fabric of the building, to openings to/within the property including windows, moving walls, creating wet rooms, building conservatories/out buildings.

### Policy Schedule

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

### Standard professional fees

The level of **professional fees** that would normally be incurred by **us**/the **administrator** in using a nominated **professional advisor** of **our**/the **administrator's** choice;

### Territorial limits

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

### Unoccupied

Not lived in by **you** or a person authorised by **you** for more than 60 days in a 12 month period

### Insurer, we, us, our

Financial & Legal Insurance Company Limited

## WHAT IS COVERED

In return for the payment of **your** premium **we** will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by **us** and during the period of cover  
In return for the payment of **your** premium **we** will provide legal expenses insurance on the terms set out below.

Subject to the terms of this policy, **you** are covered for the following as long as:

- a. during the **period of insurance**:
  - i. **you** become aware; and
  - ii. **you** notify the **administrators** as soon as possible;of an **event** which may give rise to a claim under this insurance; and
- b. the **event** happens within the **period of insurance**. Where **your** claim arises from a series of **events** then the first of these must happen within the **period of insurance**.

## 1. 24/7 Free Legal Advice Helpline

### 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 400 8217**

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.

## 2. Pursuit

**We will negotiate for your legal rights:**

- a. after a single incident of physical damage to the **property**. The amount in dispute must be more than £1000.
- b. for nuisance or trespass including boundary disputes.
- c. in trying to regain possession of the **property** /to evict anyone (including squatters) in the **property** who has not got, and has never previously had, **your** permission to be there.

### 3. Criminal Defence

To defend **your** legal rights if an incident arising from the **property** leads to **you** being prosecuted in a criminal court.

**The Following are not covered under Defence cover (in addition to WHAT IS NOT COVERED section below)**

- a) offences relating to a motor vehicle, violence, illegal drugs, fraud, illegal immigration and money laundering offences under the Proceedings of Crime Act 2002
- b) where in **Our** or the **Authorised Representative's** opinion there is not a genuine defence to the prosecution
- c) the date of the alleged offence is not within the **Period of Cover**
- d) **Professional fees** incurred where the charges against the **Insured person** are not dismissed or the **Insured person** is not acquitted
- e) the offence relates to the **Insured Person's** business or profession, or in relation to a claim under an insurance policy/claim

### 4. Contract Disputes

**We** will negotiate for the **Insured person's** legal rights to pursue a contractual dispute arising from an agreement or an alleged agreement relating to the insured property, which the **Insured person** has entered into for the buying or hiring in of any goods or services relating to repairs/general maintenance to the insured **property**

Provided that: -

- i **You** entered into the agreement or alleged agreement during the **Period of cover**; and
- ii The amount in dispute is more than £1,000

**The Following are not covered under Contract Dispute cover (in addition to WHAT IS NOT COVERED section below)**

Any claim relating to the following: -

- a) A lease, licence or tenancy of land or buildings; or
- b) To the purchase, drafting, enforcement or breach of a lease, licence or tenancy agreement; or
- a. Construction work on any land, or designing, **remodelling**, converting, extending or renovating any building, erecting or repairs to any renewable energy source; or
- c) A contract involving a motor vehicle; or
- d) The settlement payable under an insurance policy
- e) Where the property has been **unoccupied** for less than 30 continuous days when the event occurred
- f) A contract not confirmed in writing
- g) Defending a claim against **you** for no payment or breach of contract unless it is relating to a counter claim raised against **you** following **our** acceptance of **your** claim and where **we** are already providing cover under this section of cover.

**We** shall be entitled to take over and conduct in **your** name the defence or settlement of any claim, or to prosecute for **our** own benefit any claim for indemnity or damage or otherwise, and shall have full discretion in the conduct of proceedings or in the settlement of any claim.

**You** will give the **administrator** all such information and assistance as they may require without any undue delay, any unreasonable delay in supplying documentation request/required by the **administrator** or the **professional adviser** may invalidate **your** claim under this policy

## WHAT IS NOT COVERED

A. Any compensation, penalty or taxes;

### B. Excluded Claims

1. any claim:

- a. reported to the **administrator** after the **period of insurance** expires;
- b. where **your** delay during the **period of insurance** in telling the **administrator** of an **event** has prejudiced **our** position;
- c. arising from an **event** which happens, or a series of **events** which starts, before the start of the **period of insurance**;
- d. arising from an **event** which happens, or a series of **events** which starts outside the **period of insurance**;
- e. arising from any **event** which happens outside the **territorial limits**;
- f. where 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;
- g. relating to registering rents, buying the freehold of the **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;
- h. relating to anyone including any government, public or local authority legally taking the **property** from **you**;
- i. relating to any works by or under the order of any government, public or local authority;
- j. relating to the settlement payable under an insurance policy;
- k. which is false or fraudulent.

2. any claim concerning or arising from:

- a. anything to do with building, rebuilding, converting **remodelling** or extending all or part of the **property**;
- 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** or the **administrator** about this legal expenses cover;
- f. a 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:  
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.
- 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

#### 1. costs:

- a. incurred prior to written confirmation from the **administrator** that the claim has been accepted or **professional fees** beyond those for which **we** have given **our** prior approval in accordance with the terms and conditions of the cover;
  - b. relating to any disagreement with **your** tenant;
2. **you** pay or agree to pay before **we** 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;
  3. for more than **we** have agreed;
  4. where **you** have entered into a conditional fee agreement or any other form of alternative funding without obtaining **our** permission in writing first;
  5. arising from **your** or **your professional adviser's** unreasonable behaviour or failing;
  6. where **you** do not meet **your** duties under this policy or **you** or **your professional adviser** are responsible for anything which in **our** opinion prejudices **our** position;

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

**You** shall:

- a. conduct regular inspections of the **property** (by reference to such inventory) at no less intervals than every three months when no works are being undertaken at the **property**, where works are being carried out at the **property**, inspections must be at no less intervals than every two weeks;
- b. keep clear up-to-date inspections records;
- c. ensure that any claims are accompanied by **our** fully completed claims form and submitted to the **administrator** within 90 days of any event that may give rise to a claim under this policy



## The authorised representative's obligations

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

- Provide **you** and the **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 **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 **administrator** on **our** behalf immediately in writing of any change in their assessment of the prospects of success in **your claim**;
- Provide the **administrator** on **our** behalf with such information as they may require from time to time about the progress of **your claim**;
- Provide the **administrator** on **our** behalf with a written report at 6 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 **administrator** require from time to time;
- Obtain the **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 **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

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please return it to the broker that sold **you** the policy 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 or agent** will then refund **your** premium in full.

**You** may cancel the insurance cover after 14 days by informing the **broker** or **agent** that sold **you** the policy however no refund of premium will be payable.

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

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

## 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:

Complaints regarding:

### RELATING TO THE SALE OF THE POLICY

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

### 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](mailto:assist@lexelle.com)

In all correspondence please state that **your** insurance is provided by Financial & Legal Insurance Company Limited and quote scheme reference: F&LUPLEI / 10 / 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](mailto:complaint.info@financial-ombudsman.org.uk)

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

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

## FINANCIAL & LEGAL INSURANCE COMPANY LIMITED PRIVACY NOTICE

We are Financial & Legal Insurance Company Limited, referred to as “we/us/our” in this notice. Our data controller registration number issued by the Information Commissioner’s Officer is **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](mailto: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](http://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

## CONSUMER INSURANCE ACT (your responsibility)

**You** must take reasonable care to:

- a) supply accurate and complete answers to all the questions **your** (administrator / 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** (administrator / agent) of any changes to the answers **you** have given as soon as possible.

**You** must take reasonable care to provide information that is accurate and complete answers to the questions **your** (administrator / 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** (administrator / agent) is inaccurate or has changed, **you** must inform them as soon as possible.