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# Residential Property Legal Expenses Silver Insurance

Policy Document

Master Certificate No:  
F&LRPROSILV / 07 / 2025

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# Introduction to your Residential Property Legal Expenses Silver Insurance Policy

## Introduction

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

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

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

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

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

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

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

Reporting a potential claim under your Legal Expenses insurance will not increase future insurance premiums but failing to report a matter in a timely manner may restrict cover that may be provided under your 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 350 4107.

## 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 Residential 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 350 4107  
Email: 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 350 4107  
Email: 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 that 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, 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.

## Your responsibility

**You** must take reasonable care to:

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

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

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

## 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 insured property** 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 the cost of the arbitration will be borne by the party the arbitrator finds against. If the arbitrator finds against **you**, the costs are not covered under this policy. This arbitration condition does not affect **your** rights to take separate legal action.

Any dispute in relation to **our** decision must be made within 12 months of that decision. If a dispute is not referred to arbitration within 12 months of the decision being made, **we** will treat the claim as abandoned.

## Definition of terms used (displayed in bold font in this policy)

### Guidance notes

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

#### **2<sup>nd</sup> home/unoccupied property**

The **insured property** identified in the **schedule** for this policy, that the **insured** owns but is not the **insured's principal home** or it is **unoccupied**. The **insured property** may not be let or rented to another party, however friends or family may be permitted to stay free of charge for no more than 60 days, in total, in any **period of insurance**.

#### **Administrator**

Lexelle Limited

#### **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.

#### **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**

Means 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.

#### **Defendant's costs**

Legal costs and expenses the **insured** or **insured person** 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 **schedule** to this policy.

#### **Insured person(s)**

The **insured** and, if the **insured property** is the **principal home**, any member of the **insured's** family including, civil partners and children for whom the **insured** their spouse or civil partner are the legal guardian, living at the **principal home**.

#### **Insured property**

The property stated in the **schedule** for this policy, this may be **your: principal home, 2<sup>nd</sup> home or unoccupied property**. We may, after receiving a written request from the **insured**, accept a change of address however, the new address must continue to be the **insured's principal home** or **2<sup>nd</sup> home/unoccupied property**.

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

#### **Legal assistance**

Actions taken by the **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, Northern Ireland, the Channel Islands and the Isle Of Man.

**Maximum amount**

£50,000 (including a maximum of £30,000 for any employment dispute claims and £1,000 for Jury Service) in total, including **professional fees** and **defendants costs**, for one or more claims during a single **period of insurance**.

**Period of insurance**

The period stated in the **schedule** to this policy.

**Principal home**

The property identified in the **schedule** to this policy and the **insured's** main or only residence. Where the **principal home** is not lived in by **you** or an authorized person for 30 or more consecutive days the cover under this policy will automatically move to that of **2<sup>nd</sup> home/unoccupied property** until **you** reoccupy the property as **your principal home**.

**Professional fees**

Fees or costs reasonably incurred by the **authorised representative**, with **our** or the **administrator's** prior authority. This includes disbursements if these are in respect of services supplied by a third party; if the services are distinct and separate from the services supplied by the **authorised representative**; and if **our** or the **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 1-7 of this insurance has a greater chance than not of being wholly successful at the time of reporting **your claim** and throughout the conduct of **your claim**.

**Schedule**

The document that shows **your** details and the insurance provided that forms part of this contract of insurance.

**Small claim(s)**

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

**Unoccupied**

The **insured property** that is not lived in by an **insured person** for 30 or more consecutive days or, a total of 90 or more days during the **period of insurance**.

**We, Us, Our, Insurer**

Financial & Legal Insurance Company Limited.

**You, your**

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

**Your claim**

A claim for loss, costs, **defendant's costs**, **legal assistance**, **legal advice**, other cover provided under Sections 1-7 of this insurance.

## Insurance provided – the cover we offer

The sections of this insurance that are available are dependent upon the status of the **insured property** as detailed below:

### Principal home

The property identified in the **schedule** to this policy and the **insured's** main or only residence. Where the **principal home** is not lived in by **you** or an **insured person** for 30 or more consecutive days the cover under this policy will automatically move to that of **2<sup>nd</sup> home/unoccupied property** until **you** reoccupy the property as **your principal home**.

### 2<sup>nd</sup> home/unoccupied property

The **insured property** identified in the **schedule** for this policy, that the **insured** owns but is not the **insured's principal home** or it is **unoccupied**. The property may not be let.

		Insured Property Status	
Section	Cover	It is <b>your principal home</b>	It is a <b>2<sup>nd</sup> home/unoccupied property you own</b>
1	Free Legal Advice	✓	✓
2	Personal Injury	✓	✗
3	Employment Disputes	✓	✗
4	Tax Protection	✓	✗
5	Jury Service	✓	✗
6	Contract Disputes	✓	✓
7	Property Protection	✓	✓

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

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

## 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 via external solicitors. This service does not form part of making a claim under this policy. This service is only available for legal issues falling under the jurisdiction of the courts of England, Wales, Scotland & Northern Ireland. You are not making a claim when you use this service, please see the 'Make a claim' section of the policy which explains how to make a claim under this policy.*

### 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, 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, 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.*

**IMPORTANT:** This section of cover does not operate where the **insured property** is a **2<sup>nd</sup> home/ unoccupied property**.

### What is insured?

This section of cover provides **legal assistance** to recover compensation and **defendants costs** should **you** suffer personal injury or death.

### What is not insured?

- Any illness or bodily injury, which happens gradually or is not caused by a specific or sudden event.
- Any claim for psychological trauma or injury unless directly connected to a physical bodily injury being accepted and pursued under this cover.
- Any injury caused in a road traffic or other incident where **you** were the driver or passenger in a private motorised vehicle.
- Clinical or medical negligence or pharmaceutical or any related claims (including but not limited to tobacco products).
- Industrial disease/deafness claims.
- Any claim(s) where the **insured property** is a **2<sup>nd</sup> home/unoccupied property**

## Section 3. Employment disputes

### Guidance notes

*This section of your policy provides cover for professional fees up to £30,000 for unfair or wrongful dismissal, redundancy or unlawful discrimination.*

**IMPORTANT:** This section of cover does not operate where the **insured property** is a **2<sup>nd</sup> home/ unoccupied property**.

## What is insured?

**Professional fees** (up to £30,000) for **us** to negotiate **your** legal rights concerning a claim against **your** employer for unfair dismissal, redundancy or unlawful discrimination by **your** employer falling within the jurisdiction of an employment tribunal.

## What is not insured?

- The first £250 of **professional fees** incurred following acceptance of **your** employment dispute claim under this policy. This is payable as soon as **we** accept the claim.
- Any claim not reported to **us** or the **administrator** within 30 days following **your** dismissal or **you** becoming aware of the discrimination giving rise to **your claim**.
- Where **you** have reported **your claim** within 30 days but have not sought and / or followed the advice of the **administrator** or **authorised representative** appointed by **us**.
- Any employment dispute not dealt with by an employment tribunal.
- Any claim if the **insured property** is a **2<sup>nd</sup> home/unoccupied property**.

## 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.*

**IMPORTANT:** This section of cover does not operate where the **insured property** is a **2<sup>nd</sup> home/unoccupied property**.

## What is insured?

**Professional fees** in any full enquiry by the HMRC into **your** personal tax affairs relating solely to **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 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;
- Any claim if the **insured property** is a **2<sup>nd</sup> home/unoccupied property**.

## 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.*

**IMPORTANT:** This section of cover does not operate where the **insured property** is a **2<sup>nd</sup> home/unoccupied property**.

## 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 1/250<sup>th</sup> 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;

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, overtime or holiday entitlement.
- Any claim if the **insured property** is a **2<sup>nd</sup> home/unoccupied property**.

## **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.*

#### **What is insured?**

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

- buying or hiring of any goods or services; 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 in dispute is a **small claim**, cover will be restricted to **legal advice** only

#### **What is not insured?**

Any claim or dispute relating to the following:

- A contract regarding or relating to an **insured person's** profession, business or employment;
- A lease or licence of land or buildings;
- **You** letting/renting any property to another party, but claims against **Your** landlord relating to **you** renting the **insured property** and it is **your principal home** do fall under cover of this policy;
- Construction/building work including internal or external alterations, including to services connected to or within the **insured property** (this includes designing and/or undertaking any physical alterations, other than like for like replacements, to the fixtures, layout or fabric of the building);
- Where the **insured property** is **your principal home**, any dispute regarding any goods or services which are not intended for the personal use of an **insured person** or within the **insured property**;
- Where the **insured property** is a **2<sup>nd</sup> home** or is **unoccupied**, any contract not relating to contents of, or repairs to the **insured property**;
- The sale or purchase of any land or building;
- The sale or purchase of any goods, service, land or building that began prior to the **period of insurance**;
- A contract involving a motor vehicle;
- Advice, sale, cover, decision, action or settlement under an insurance or other financial product or service;
- Where the agreement/contract is not confirmed in writing;

- 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;
- The purchase or sale of **your insured property** that fails prior to legal completion.

## 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 material property within the legal boundary of **your insured property**, which is owned by **you** following:

- An event which causes, or is likely cause, physical damage to such property; or
- Any nuisance or trespass.

### What is not insured?

Any claim relating to the following: -

- A contract entered into by an **insured person**;
- Any building or land other than the **insured property**;
- 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 unless the claim is for accident damage;
- Work done by or on behalf of any government or public authority unless the claim is for accidental damage;
- A motorised vehicle;
- Subsidence, landslip or heave;
- 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.

## 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

Any claims falling under sections 2, 3, 4, 5 of this policy where the **insured property** is a **2<sup>nd</sup> home/unoccupied property**.

**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 any **insured person(s)** and / or any family members or persons related to an **insured** by blood or marriage.
- 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, Northern Ireland, the Channel Islands or the Isle Of Man;  
or
  - where the **date of occurrence** did not occur during the **period of insurance** stated in the **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;
- prosecutions which allege dishonesty or violence; or
- claims made against **us**, the **administrator**, or the firm 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**:

- of a **small claim**;
- 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;
- where, in **our** opinion, the value/amount in dispute is disproportionate to the time and **professional fees** involved in its pursuit;
- 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). Where **professional fees** are likely to be recoverable, if **your civil claim** is successful, payment of any **professional fees** will not be made under this policy until the conclusion of **your civil claim**;
- 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, in **our**, the **administrator's** or the **authorised representative's** opinion, **your claim** does not have a **reasonable prospect of success**;
- where **your** defence is not wholly successful;
- for claims incurred after **you**, **we** or the **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 **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 **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 an **insured person**;
- **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.

If **you** or any person acting on **your** behalf submits a claim or makes a request for payment, knowing, or where **you** should have known it to be false, fraudulent, exaggerated, or untrue then this policy will become void, no premium will be refundable and **we** shall be entitled to recover any monies previously paid. **We** may also share this information with the appropriate law enforcement authorities.

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

### 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**;
- Act under a Conditional Free Agreement, where **professional fees** are likely to be recoverable if **your civil claim** were to be successful, and it is possible to do so;
- 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

### Guidance notes

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

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

If **you** wish to cancel after the 14 day cooling off period, please contact the broker / agent from whom **you** bought **your** 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 / your agent** asked.

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. 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

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 350 4107  
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&LRPROPSILV/07/2025

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.

## 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@financialandlegal.co.uk](mailto:info@financialandlegal.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](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