



# Landlords Rent and Legal Protection Policy

## Policy Wording



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## CONTRACT OF INSURANCE

### Introduction

Thank you for purchasing Landlord Legal and Rent Protection Insurance from Financial & Legal Insurance Company Limited. The policy will be administered by Legal Protection Group Limited.

This insurance will provide assistance to pursue or defend **your** legal rights in a range of issues arising from the letting of **your insured property** including:

- Getting possession of **your insured property**
- Recovering rent owed to **you**
- Damage caused to **your insured property**
- Defence of criminal prosecutions
- HMRC enquiries into **your** personal tax affairs
- Access to 24-hour helpline services
- Rent arrears whilst vacant possession is being pursued
- Alternative accommodation and storage costs
- Nuisance or trespass
- Disputes over the purchase of goods or services
- Attending court as a witness

This is **your** Landlord Legal and Rent Protection policy document and it provides evidence of the contract between **you** and the **insurer**.

This document forms part of **your** policy, along with any attaching schedule, endorsement or, where applicable, a completed proposal form. Together these documents will give **you** full details of **your** cover, which **insured incidents** are in force and the obligations between **you** and **us** and the **insurer**.

Please carefully read all documents and contact the person who sold **you** this insurance if **you** have any queries or if any information is missing, incorrect or needs to be changed. It is important that **you** inform the person who sold **you** this insurance of any inaccuracies or changes as soon as possible as failure to do so could adversely affect the terms of this insurance, including invalidating this policy or claims being rejected or not fully paid.

Please keep all documents in a safe place in the event **you** need to refer to its terms and conditions, use the **Helpline Services** or make a claim.

### Our obligation to you

In return for **you** paying or agreeing to pay the premium:

- a) the **insurer** will provide the cover and benefits shown in **your** schedule and detailed in this policy wording, subject to its terms, exclusions, conditions and any endorsements; and
- b) the **insurer** will pay **adviser's costs and expenses** and, where applicable, rent arrears, alternative accommodation and storage costs and witness expenses, up to the **limit of indemnity** for any one **insured incident**.

**Provided that:**

- (i) the **insured incident** happens in the **territorial limit**;
- (ii) the **insured incident** is reported to **us** as soon as possible and within the **period of insurance** (if this insurance is not renewed, any claim must be reported within 14 days of the expiry of the **period of insurance**);
- (iii) any claim relating to unpaid rent is reported to **us** within 60 days of the rent becoming due and payable;
- (iv) the **insured incident** always has **reasonable prospects of success** which must be present throughout the duration of **your** claim; and
- (v) any proceedings or other methods **we** agree to resolve **your** claim are dealt with by a court or other body within the **territorial limit**.

#### Legal Protection Group Limited Head and Registered Office

8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudgeyway, Bristol BS35 3QH.

Registered in England and Wales. Legal Protection Group Limited company number 10096688. Website: [www.legalprotectiongroup.co.uk](http://www.legalprotectiongroup.co.uk)

Legal Protection Group Limited (firm reference number 749446) is an appointed representative of Riviera Insurance Services Limited (firm reference number) 786116. Riviera Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.

This Landlord Legal and Rent Protection Insurance is underwritten by Financial & Legal Insurance Company Limited (the **insurer**). Financial & Legal Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the prudential Regulation Authority under firm reference number 202915. Further information can be found in the **general information** section of this policy.

## Helpline Services

**You** have access to the **Helpline Services** listed below 24 hours a day, 365 days a year. 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 (this does not apply to the **Counselling Helpline**).

If **you** need to use the **Helpline Services**, please have ready **your** policy number or the name of the organisation who sold **you** this insurance.

To help **us** monitor and improve service standards, all calls are recorded, other than those to the **Counselling Helpline**.

### Personal Legal Advice Helpline

Provides **you** with confidential telephone legal advice on personal legal matters subject to the laws of the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

To use the personal legal advice helpline, please call **0344 840 6345**.

### Personal Tax Advice Helpline

Provides **you** with confidential telephone advice on personal tax matters subject to the laws of the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

To use the personal tax advice helpline, please call **0344 840 6345**.

### Counselling Helpline

Provides **you** with a confidential telephone counselling service on matters causing **you** distress. This includes onward referral to relevant voluntary or professional services who may be able to provide further support.

***Access to the telephone counselling helpline is covered by this insurance. However, any costs incurred in using these onward referral services are not covered.***

To use the counselling helpline, please call **0344 840 6344**.

Using the **Helpline Services**, where obtaining legal or tax advice, does not constitute notification of a claim. Please refer to the **What to do if you need to make a claim** section described on **page 5**.

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

## What to do if you need to make a claim

If **you** are involved in a legal dispute relating to **your insured property** which cannot be resolved by using **our Helpline Services** and needs to be reported as a claim under this insurance, please phone **our** dedicated claims reporting line on **0344 840 6345** which is open 24 hours a day, 365 days a year. All calls are recorded for training purposes.

Please have ready **your** policy number or the name of the organisation who sold **you** this insurance.

Please note the following important information:

- a) **You** must report **your** claim to **us** on **0344 840 6345** as soon as **you** become aware of any circumstances which could give rise to a claim under this insurance. **Any claim relating to unpaid rent must be reported to us within 60 days of the rent becoming due and payable.**
- b) In cases where rent arrears have accrued, **you** must agree to **our appointed representative** taking all appropriate steps to negotiate the rent arrears with the defaulting **tenant** or any applicable guarantor before a notice of eviction is served upon the **tenant** to quit the **insured property** (*please note this is a condition for cover to subsequently apply under **insured incident 2 – Rent Protection***).
- c) Be ready to provide as much information concerning the claim as possible. This may include copies of **tenancy agreements** or agreements entered into with other parties, names and addresses of all parties involved, the deeds to **your insured property** and contact details of any witnesses. **We** may also ask **you** to provide other information relevant to the claim as part of its assessment which may involve completing a claims form.
- d) This is a claims made insurance which means that claims must be notified to **us** during **your period of insurance**. If **your** policy expires and **your** claim is reported more than 14 days after the expiry date, **we** will not be able to assist with the claim.
- e) **We** will not provide cover if the circumstances giving rise to a claim exist before the start date of this insurance (please refer to **General exclusions applying to the whole policy 1**)).
- f) Under no circumstances should **you** instruct **your** own lawyer, accountant or legal representative or incur any costs before the **insurer** has accepted the claim as the **insurer** will not pay any costs incurred without their agreement. Unless it is necessary to start legal proceedings (starting an action in a court to settle a dispute) or if there is a conflict of interest (where **our** chosen **appointed adviser** cannot act for **you** as to do so would breach their professional code of conduct), **we** will appoint **our** own **appointed adviser** to act on **your** behalf if the **insurer** accepts **your** claim.
- g) Once all relevant information has been received, **your** claim will be assessed and **we** will let **you** know if **we** can help. Please note that **reasonable prospects of success** must be present throughout the duration of any claim and cover could be withdrawn if at any stage **reasonable prospects of success** no longer exist which could be as a result of new information emerging regarding the claim or as legal arguments develop.
- h) If **the insurer** is unable to cover **your** claim, then **we** will explain the reasons why and discuss any other available methods (which may be at **your** expense) to help achieve a successful outcome.

## Meaning of words and terms

The following words or phrases have the same meaning wherever they appear in this policy document:

<b>adviser's costs and expenses</b>	<p>a) Reasonable and necessary costs, fees and disbursements chargeable by the <b>appointed adviser</b> which have been agreed by <b>us</b> in accordance with <b>our standard adviser's terms of appointment</b>.</p> <p>b) Costs and disbursements incurred by the other party in civil cases if <b>you</b> are ordered to pay them or pay them with <b>our</b> agreement.</p>
<b>appointed adviser</b>	The law firm, accountant or other suitably qualified person appointed by <b>us</b> to act on <b>your</b> behalf, under the terms and conditions of this insurance and in accordance with <b>our standard adviser's terms of appointment</b> .
<b>insured incident</b>	An incident or event or the first in a series of incidents or events, arising at the same time or from the same originating cause, which leads to a claim under this insurance and where <b>we</b> have agreed to provide cover under the terms and conditions of this insurance.
<b>insured property</b>	The property specified in <b>your</b> schedule which is: <ul style="list-style-type: none"> <li>a) occupied for residential purposes;</li> <li>b) located in the <b>territorial limit</b>; and</li> <li>c) let under a <b>tenancy agreement</b>.</li> </ul>
<b>insurer</b>	Financial & Legal Insurance Company Limited, No. 1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GW
<b>limit of indemnity</b>	The most the <b>insurer</b> will pay for any one <b>insured incident</b> (including any subsequent appeal agreed by <b>us</b> ) is: <ul style="list-style-type: none"> <li>a) for <b>insured incident 2 a) Rent Protection</b>: the monthly rent shown in the <b>tenancy agreement</b> up to a maximum amount of £3,000</li> <li>b) £175 per day for a maximum 30 days for <b>insured incident 4 a) Alternative Accommodation</b>;</li> <li>c) £15 per day for a maximum 30 days for <b>insured incident 4 b) Storage Costs</b>;</li> <li>d) £50,000 for all <b>insured incidents</b> in aggregate.</li> </ul>
<b>period of insurance</b>	The period of time covered by this policy as shown in <b>your</b> policy schedule and any further period(s) this insurance is renewed for.
<b>reasonable prospects of success</b>	<p>For each <b>insured incident</b> there must always be more than a 50% chance that <b>you</b> will:</p> <ul style="list-style-type: none"> <li>a) recover any losses or damages;</li> <li>b) successfully defend a claim or prosecution;</li> <li>c) succeed in reducing a sentence, penalty or a fine if <b>you</b> plead guilty in a criminal prosecution;</li> <li>d) succeed in enforcing a judgment or obtaining a legal remedy which <b>we</b> have agreed to; or</li> <li>e) make a successful appeal or defence of an appeal.</li> </ul> <p>In all cases <b>we</b> or a suitably qualified expert acting on <b>our</b> behalf will assess whether <b>reasonable prospects of success</b> exist. This assessment will also take into account whether a reasonable person would wish to pursue such a dispute if this insurance was not in force. It will further take into consideration any current or proposed changes to legal process, whether permanent or temporary, imposed by a competent authority following an unforeseen systemic event.</p>
<b>standard adviser's terms of appointment</b>	A separate agreement <b>we</b> require an <b>appointed adviser</b> to enter into with <b>us</b> . This agreement sets out the <b>appointed adviser's</b> responsibilities and the amounts the <b>insurer</b> will pay the <b>appointed adviser</b> in respect of an <b>insured incident</b> .
<b>tenancy agreement</b>	<p>A written legally binding agreement, containing an enforceable termination clause, between <b>you</b> and the <b>tenant</b> to occupy <b>your insured property</b>:</p> <ul style="list-style-type: none"> <li>a) which is let under an assured shorthold tenancy, a short assured tenancy or an assured tenancy as defined by the Housing Act 1988 (updated and amended by the Housing Act 1996) or the Housing (Scotland) Act 1988 or a private residential tenancy (as defined in the Private Housing (Tenancies) (Scotland) Act 2016); or</li> <li>b) which is let under the Private Tenancies (Northern Ireland) Order 2006; or</li> <li>c) which is let to a limited company or business partnership for residential use by their employees; or</li> <li>d) where <b>you</b> permanently live at <b>your insured property</b>.</li> </ul> <p>For the avoidance of doubt, this <i>does not</i> cover an agreement between the <b>tenant</b> and another party to sublet the <b>insured property</b>.</p>

## Meaning of words and terms (continued)

<b>Tenant</b>	The person(s) or business named in the <b>tenancy agreement</b> who occupies or has occupied <b>your insured property</b> .
<b>territorial limit</b>	The United Kingdom of Great Britain and Northern Ireland.
<b>vacant possession</b>	The date on which <b>your insured property</b> is surrendered by the <b>tenant</b> either by returning the keys, abandoning <b>your insured property</b> or when the <b>tenant</b> is evicted from <b>your insured property</b> through a court process.
<b>we, us, our</b>	Legal Protection Group Limited, who administer and manage this insurance on behalf of the <b>insurer</b> .
<b>you, your</b>	The person named in the policy schedule who has purchased this insurance, or any person acting on their behalf to manage the letting of <b>your insured property</b> .

## Insured incidents

### Insured incident 1 – Repossession

What you are covered for	What you are not covered for
<p><b>Adviser's costs and expenses</b> to pursue <b>your</b> legal rights to gain <b>vacant possession</b> of <b>your insured property</b> from the <b>tenant</b>.</p> <p><b>Please note that:</b></p> <p>(i) <b>you</b> must have given the <b>tenant</b> the correct notices required to obtain <b>vacant possession</b> of <b>your insured property</b> and <b>you</b> must have complied with statutory legislation relating to the letting of <b>your insured property</b>;</p> <p>(ii) where <b>your insured property</b> is subject to any mandatory, selective or additional licence scheme, a current and valid licence must have been issued by the relevant authority and <b>you</b> must have complied with the terms and conditions of that licence.</p>	

## Insured incidents (continued)

### Insured incident 2 – Rent Protection

What you are covered for	What you are not covered for
<p>Where the <b>insurer</b> has accepted <b>your</b> claim under <b>insured incident 1 Repossession</b>, the <b>insurer</b> will pay:</p> <p>a) unpaid rent which is due to <b>you</b> under the terms of a <b>tenancy agreement</b> whilst <b>you</b> are trying to obtain <b>vacant possession of your insured property</b>;</p> <p>b) 50% of the monthly rent that would have been due to <b>you</b> for a maximum of three months or until <b>your insured property</b> is ready to be re-let, whichever happens sooner, if <b>you</b> are not able to re-let <b>your insured property</b> immediately once <b>vacant possession</b> has been obtained due to damage or neglect caused by the former <b>tenant</b>.</p>	<p>Any rental payments once <b>vacant possession</b> has been obtained other than in the circumstances described in <b>b)</b> where <b>your insured property</b> cannot immediately be re-let due to damage or neglect caused by the former <b>tenant</b>.</p> <p>More than 12 rental payments where the tenant submits a valid defence to the eviction.</p> <p>Following <b>vacant possession</b>, <b>you</b> must:</p> <p>a) submit a claim for any deposit, previously paid by the <b>tenant</b>, to the full value of any rent claimed under this insured incident: and</p> <p>b) pay <b>us</b> the full amount recovered from the deposit within 30 days of this amount being paid to <b>you</b>.</p> <p>c) provide copies of <b>your</b> claim from the deposit and any subsequent adjudication at our request.</p> <p>Where dilapidations are awarded from the deposit (and where these are not the subject of a claim under insured incident 2b), a proportionate amount will be deducted from the deposit payable to <b>us</b> for rent indemnity. Failure to comply with this condition may result in <b>your</b> policy being cancelled and further policies being refused to <b>you</b>.</p>

**Please note that:**

- (i) in cases where rent arrears have accrued, **you** must have agreed to **our appointed representative** taking all appropriate steps to negotiate the rent arrears with the defaulting **tenant** or any applicable guarantor before a notice of eviction is served upon the **tenant** to quit the **insured property**. Where **you** do not agree to this course of action, no rent arrears will be payable under the terms of this insurance;
- (ii) before the **tenancy agreement** starts, **you** must have obtained a satisfactory reference for each **tenant** (or their guarantor) from a licensed tenant referencing agency which includes the following:
- a written reference from a landlord or managing agent if the **tenant** currently or has previously rented a property confirming no instances of rent arrears or neglect at that property;
  - a written reference from a current employer which confirms gross annual salary and a permanent employment status (if the **tenant** or guarantor is self-employed, proof of income for the last 12 months must be provided by their accountant or legal representative);
  - confirmation that the **tenant's** (or their guarantor's) gross annual salary or income is at least 30 times the proposed monthly rent;
  - a credit history check confirming an acceptable risk or credit score which reveals no County Court Judgments, bankruptcies or adverse financial features;
- (iii) before the **tenancy agreement** starts, **you** must have taken a detailed inventory of **your insured property's** condition and contents which has been agreed and signed by the **tenant**;
- (iv) **you** must have kept clear and up-to-date rental records;
- (v) the **insurer** will be entitled to recover any rent arrears that can be deducted from the deposit paid by the **tenant** (this will apply to the remaining balance of the deposit after any deductions have been made for dilapidations).



### Insured incident 3 – Rent Recovery

What you are covered for	What you are not covered for
<p><b>Adviser’s costs and expenses</b> to pursue <b>your tenant</b> to recover rent they owe to <b>you</b> under the terms of the <b>tenancy agreement</b>.</p> <p><i>Please note that the rent must have been overdue for at least one calendar month.</i></p>	

### Insured incident 4 – Alternative Accommodation and Storage Costs

What you are covered for	What you are not covered for
<p>Where the <b>tenancy agreement</b> has ended and <b>you</b> are seeking <b>vacant possession</b> of <b>your insured property</b> under a claim covered by this insurance, the <b>insurer</b> will pay up to:</p> <p>a) £175 (including VAT) per day for a maximum period of 30 days towards the costs of alternative accommodation; and/or</p> <p>b) £15 (including VAT) per day for a maximum period of 30 days towards the cost of storing <b>your</b> personal possessions.</p> <p><i>Please note that the insurer will only be liable for these payments if you intend to live in your insured property once vacant possession is obtained and you have no other suitable accommodation available during this period.</i></p>	

### Insured incident 5 – Damage to Your Property

What you are covered for	What you are not covered for
<p><b>Adviser’s costs and expenses</b> to pursue <b>your</b> legal rights against the <b>tenant</b> or any other party following an event where that <b>tenant</b> or other party has caused direct physical damage to <b>your insured property</b>, including its contents.</p> <p><i>Please note that:</i></p> <p>(i) the amount in dispute must be more than £500;</p> <p>(ii) where the claim is against a <b>tenant</b>, before the <b>tenancy agreement</b> starts, <b>you</b> must have taken a detailed inventory of <b>your insured property’s</b> condition and contents which has been agreed and signed by the <b>tenant</b>.</p>	<p>Any claim arising from a contract <b>you</b> have entered into (other than the <b>tenancy agreement</b> where the claim is against the <b>tenant</b>).</p>

## Insured incident 6 – Nuisance and Trespass

What you are covered for	What you are not covered for
<p><b>a) Nuisance</b>  <b>Adviser's costs and expenses</b> to pursue <b>your</b> legal rights in a dispute with a third party (who is not <b>your tenant</b>) relating to a legal nuisance which interferes with the use, enjoyment or right over <b>your insured property</b>.  <i>Please note that where the claim relates to a dispute over the boundary of <b>your insured property</b>, you must be able to supply us with proof of where that boundary lies.</i></p> <p><b>b) Trespass</b>  <b>Adviser's costs and expenses</b> to pursue <b>your</b> legal rights to evict anyone who is not <b>your</b> current or former <b>tenant</b> from <b>your insured property</b>.  <i>Please note that in England, Wales and Scotland, squatting in a residential property is a criminal offence and in such circumstances you should first contact the Police for assistance.</i></p>	<p>Any claim relating to:</p> <p>(i) compulsory purchase orders, repossession or planning permissions, building regulations or restrictions or controls placed on <b>your insured property</b> by any government, public or local authority;</p> <p>(ii) any work carried out by, or under the order of, government or public or local authorities or their contractors.</p>

## Insured incident 7 – Defence of Criminal Prosecutions

What you are covered for	What you are not covered for
<p><b>Adviser's costs and expenses</b> to defend <b>your</b> legal rights following an event which arises from the letting of <b>your insured property</b> which leads to:</p> <p><b>a) Pre-charge</b>  <b>you</b> being interviewed by the Police or other authority with the powers to prosecute where <b>you</b> are suspected of committing a criminal offence;</p> <p><b>b) Criminal prosecutions</b>  <b>you</b> being prosecuted in a criminal court.</p>	<p>Any investigation conducted by or on behalf of HMRC (<i>this exclusion applies to <b>Insured incident 7 a) Pre-charge</b> only</i>).</p>

## Insured incident 8 – Contract Disputes

What you are covered for	What you are not covered for
<p><b>Adviser's costs and expenses</b> to pursue or defend a dispute arising from a breach or alleged breach of a contract entered into by <b>you</b> for the buying or hiring in of goods relating to <b>your insured property</b>, or the buying or hiring in of services relating to the repair, maintenance or renovation of <b>your insured property</b>.  <i>Please note that the amount in dispute must exceed £100 (including VAT).</i></p>	<p>Any claim relating to:</p> <p>(i) construction work on any land, or design, conversion or extension to <b>your insured property</b> where the value of the contract is more than £7,500 (including VAT);</p> <p>(ii) disputes over pensions, savings, investments, loans, mortgages, borrowing or any other arrangement <b>you</b> have with a bank, building society or supplier of credit;</p> <p>(iii) <b>your tenancy agreement</b>;</p> <p>(iv) the purchase or sale of <b>your insured property</b>;</p> <p>(v) disputes over the amount of money or compensation payable in respect of a claim under any insurance policy.</p>

## Insured incident 9 – Tax Enquiries

What you are covered for	What you are not covered for
<p><b>Adviser's costs and expenses</b> to represent <b>you</b> in an HMRC investigation into the whole or particular features of <b>your</b> personal tax affairs.</p> <p><i>Please note that all tax returns and any supplementary information given must be complete and correct and submitted within the specified deadlines.</i></p>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> <li>(i) business tax affairs or where <b>you</b> are self-employed, a sole-trader or in a business partnership;</li> <li>(ii) tax avoidance schemes;</li> <li>(iii) investigations conducted by HMRC's Specialist Investigations Unit or any investigation into alleged criminal activity, fraud or dishonesty arising from <b>your</b> tax affairs.</li> </ul>

## Insured incident 10 – Witness Expenses

What you are covered for	What you are not covered for
<p>The <b>insurer</b> will pay <b>your</b> lost salary or wages for time taken off work to attend a court or tribunal at the request of an <b>appointed adviser</b> in respect of an <b>insured incident</b> under this policy.</p> <p><i>Please note that the insurer will only pay sums which cannot be recovered from the relevant court, tribunal or any other party.</i></p>	<p>Any claim where <b>you</b> cannot provide evidence of the extent of <b>your</b> lost salary or wages.</p>

## General exclusions applying to the whole policy

There is no cover for:

- 1) **Claims arising before this insurance started**  
Any event or dispute which **you** were aware of, or should reasonably have been aware of, which could give rise to a claim under this insurance and existed or happened before this insurance first started.
- 2) **Costs incurred and legal action the insurer has not authorised**
  - a) Any **adviser's costs and expenses** or other costs incurred:
    - (i) Before the **insurer** has accepted a claim; and/or
    - (ii) Which the **insurer** has not authorised in advance.
  - b) Any action taken by **you** which **we** or the **appointed adviser** have not agreed to.
- 3) **Fines and court awards**
  - a) Fines, compensation, damages or penalties awarded against **you**.
  - b) Any costs **you** are ordered to pay by a court of criminal jurisdiction.
- 4) **Wilful acts**  
Any claim resulting from an act which is wilfully carried out and the outcome of which is consciously intended by **you**.
- 5) **Judicial Review and challenges to legislation**
  - a) Judicial Reviews (reviewing the way a decision has been made by a government authority, local authority or other public body), coroner's inquests or Fatal Accident Inquiries.
  - b) Any challenges to current or proposed legislation.
- 6) **Freehold, leasehold and rent reviews or assessments**  
Any claim relating to:
  - a) purchasing a freehold or extending a leasehold;
  - b) registering, reviewing or assessing rents or matters relating to Land Tribunals, Leasehold Valuation Tribunals, Rent Tribunals or Rent Assessment Committees.

### 7) Disputes with us, the insurer or the appointed adviser

Any claim made against **us**, the **insurer** or the **appointed adviser** (please also refer to **General conditions applying to the whole policy 9**)).

### 8) War, terrorism, radioactive contamination and pressure waves

Any claim resulting directly or indirectly from or in connection with:

- a) war, terrorism, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, uprising, military or usurped power;
- b) ionising radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel;
- c) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it;
- d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

## General conditions applying to the whole policy

**You** must keep to these conditions as failure to do so may lead to the **insurer** refusing a claim, withdrawing from a claim or cancelling this insurance (please refer to **condition 11**).

### 1) Your obligations

**You** must:

- a) keep to the terms and conditions of this policy;
- b) take all reasonable precautions to prevent or minimise the risk of a claim occurring under this policy and to avoid incurring any unnecessary costs; and
- c) supply **us** with honest and accurate information when asked to do so.

### 2) Appointment of an appointed adviser

- a) If the **insurer** accepts **your** claim, **we** will appoint an **appointed adviser** who may be able to negotiate settlement before or without the need for court action.
- b) If **your** claim cannot be settled by negotiation and it becomes necessary for legal proceedings to be issued (starting an action in court to settle a dispute), or if a conflict of interest arises (where **our** chosen **appointed adviser** cannot act for **you** as to do so would breach their professional code of conduct), **you** are free to nominate a law firm or suitably qualified representative to act as the **appointed adviser**.
- c) Any law firm or suitably qualified representative nominated by **you** must agree to represent **you** in accordance with **our standard adviser's terms of appointment** (which are available on request) and the most the **insurer** will pay is no more than the amount the **insurer** would have paid to **our** own choice of **appointed adviser**.

### 3) Conduct of the claim

a) **You** must:

- (i) co-operate fully with **us** and the **appointed adviser** and provide any relevant information, documentation and evidence in connection with a claim when asked to do so; and
- (ii) keep **us** and the **appointed adviser** fully informed of any developments and instruct the **appointed adviser** to provide **us** with any information **we** ask for.

b) **You** must not:

- (i) act in any way which obstructs **us** or the **appointed adviser** or hinders the progress of a claim; and
- (ii) incur any **adviser's costs and expenses** or any other costs or amounts without **our** consent.

c) **We** or the **insurer** can:

- (i) contact the **appointed adviser** at any time and have access to all documents and information regarding **your** claim;
- (ii) withdraw funding for a claim and pursue **you** to recover **adviser's costs and expenses** or other costs or amounts already paid, if **you** pursue or withdraw from that claim without **our** consent or fail to pass on any instructions to the **appointed adviser**;
- (iii) withdraw funding for a claim if **you** dismiss the **appointed adviser** without **our** consent and there is no valid cause to do so, or if the **appointed adviser** refuses to continue acting for **you** with **our** consent and there is valid cause to do so; and
- (iv) withdraw funding for a claim if at any time **we** believe **reasonable prospects of success** are no longer present. The **insurer** will still pay any **adviser's costs and expenses** or other costs or amounts the **insurer** has agreed to, prior to **reasonable prospects of success** no longer being present.

#### 4) Claims settlement

- a) **You** must tell **us** immediately an offer to settle a claim is received and must not enter negotiations to settle a claim without **our** prior consent.
- b) If **you** refuse a fair and reasonable offer to settle a claim, the **insurer** will be entitled to withdraw funding for that claim and the **insurer** will pay no further **adviser's costs and expenses** or other costs or amounts.
- c) The **insurer** may decide to settle a claim by paying the reasonable value of that claim instead of pursuing, defending or continuing with any action in court. In such cases **we** may decide to pursue the other party for the amount the **insurer** has paid to **you** and **you** must allow **us** to take over and continue the claim in **your** name and provide **us** with any information in support of this action.

#### 5) Costs recovery and assessment of costs

**You** must:

- a) take all reasonable steps to recover **adviser's costs and expenses** or other costs or amounts and pay such sums recovered to the **insurer**;
- 6) **tell the appointed adviser to have adviser's costs and expenses taxed, assessed and audited and/or have their claims file audited by us, if we ask for this. If it is established that adviser's costs and expenses or any other costs have been billed which have not been agreed by us, the insurer reserves the right to refuse to pay these unauthorised costs. Appealing the outcome of a claim**  
Appeals regarding the outcome of an **insured incident**, either made by or against **you**, must be notified to **us** as soon as possible and within 10 days of the deadline for any appeal. **Reasonable prospects of success** must still be present in order for an appeal to be considered.

#### 7) Other insurance and apportionment of costs

If any **adviser's costs and expenses** or other costs or amounts covered by this insurance are also covered under an alternative insurance policy, or would have been covered if this insurance did not exist, the **insurer** will only pay their share of these costs.

#### 8) Obtaining a legal opinion

**We** may require **you**, at **your** own expense, to obtain an independent opinion from a barrister or other expert agreed between **you** and **us** over a claim's merits, financial value or **reasonable prospects of success**. If the opinion supports **you** and there are clear merits in proceeding with that claim, the costs incurred by **you** in seeking that opinion will be reimbursed.

#### 9) Disputes with us

If there is a dispute between **you** and **us** over this policy, which cannot be resolved through **our** internal complaints handling process, **you** are entitled to seek a resolution through the Financial Ombudsman Service as long as **you** are eligible to complain.

Where the Financial Ombudsman Service cannot deal with that complaint, the dispute shall be referred to arbitration which is a formal and binding process where disputes are resolved by independent arbitrators in accordance with the Arbitration Act. The arbitrator will be chosen jointly by **you** and **us**. If **we** are not able to agree on the appointment of an arbitrator with **you**, the President of the Chartered Institute of Arbitrators will decide.

The decision of the appointed arbitrator is binding and the arbitrator may require **you** or the **insurer** to pay the costs.

#### 10) Your cancellation rights

##### a) Cooling-off period

**You** can cancel this insurance, without giving any reason, within 14 days of its start date or within 14 days of receiving **your** policy documents, whichever is later.

If **you** wish to exercise this right, **you** must notify the person who sold **you** this insurance. **You** will be entitled to a full refund of premium paid as long as **you** have not made a claim under this insurance during the current **period of insurance**.

##### b) Outside the cooling-off period

**You** can cancel this insurance at any other time, subject to providing the person who sold you this insurance with 7 days' notice. As long as **you** have not made a claim under this insurance during the current **period of insurance** and subject to the terms of business between **you** and the person who sold **you** this insurance, **you** may be entitled to a partial refund of premium.

In the event of cancellation, the person who sold **you** this insurance may apply an administration charge. Please contact them for more information on any charges applied.

## 11) Our cancellation rights

### a) General

The **insurer** can cancel this insurance at any time, where there is a valid reason to do so, subject to providing **you** with 7 days' notice. Reasons for cancellation may include, but are not strictly limited to:

- (i) **you** have failed to co-operate with **us** or the **appointed adviser** and this failure has significantly hindered **our** ability to deal with a claim or administer this insurance; and/or
- (ii) a premium payment is due or a costs recovery is still outstanding by the end of the final deadline notified to **you**.

### b) Fraudulent or dishonest claims

If **we** have evidence that **you** have made a fraudulent, dishonest or exaggerated claim, or have deliberately misled **us** or the **appointed adviser** when presenting relevant information in support of a claim, the **insurer** reserves the right to cancel this insurance from the date of the alleged claim or misrepresentation and recover from **you** any **adviser's costs and expenses** or other costs or amounts already paid in respect of that claim, which the **insurer** otherwise would not have paid. The **insurer** will also not refund any premium paid by **you**.

If fraudulent activity or false or inaccurate information is identified, **we** may, at **our** discretion, pass details to fraud prevention or law enforcement agencies who have the right to access and use this information, which could result in a prosecution.

## 12) Persons involved in this contract of insurance

Unless expressly stated otherwise, any person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this insurance.

## 13) Choice of law and Acts of Parliament

a) Unless otherwise agreed by **us** in writing, this insurance is governed by the laws applying to England and Wales.

b) Any Acts of Parliament or Statutory Instruments referred to in this insurance shall include equivalent legislation in Scotland and Northern Ireland and shall also include any subsequent amending or replacement legislation.

## General information

### The insurer

Financial & Legal Insurance Company Limited, Registered in England and Wales under company number 03034220.  
No. 1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GW

### The Financial Services Compensation Scheme

This insurance is covered by the Financial Services Compensation Scheme (FSCS) and **you** may be entitled to compensation from the scheme if this insurance cannot meet its obligations. This will depend on the circumstances of the claim.

Further information about the compensation scheme arrangements can be found on the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk)

## General information (continued)

### Data Protection Financial & Legal Insurance Company Ltd

**We, Us, Our** is Financial & Legal Insurance Company Limited'

**We** act as the Data Controller. How **We** use and look after the personal information is set out below.

Information may be used by **Us**, agents and service providers for the purposes of insurance administration, underwriting, claims handling or for statistical purposes. The lawful basis for the processing is that it is necessary for **Us** to process **Your** personal information to enable the performance of the insurance contract, to administer **Your** policy of insurance and/or handle any insurance claim **You** may submit to **Us** under this Policy. The processing of **Your** personal data may also be necessary to comply with any legal obligation **We** may have and to protect **Your** interest during the course of any claim.

#### What we process and share

The personal data **You** have provided, **We** have collected from **You**, or **We** have received from third parties may include **Your**:

- Name; date of birth, residential address and address history.
- Contact details such as email address and telephone numbers.
- Financial and employment details.
- Identifiers assigned to **Your** computer or other internet connected device including **Your** Internet Protocol (IP) address.
- Health or criminal conviction information.
- Vehicle or household details.
- Any information which **You** have provided in support of **Your** insurance claim.

**We** may receive information about **You** from the following sources:

- **Your** insurance broker.
- From third parties such as credit reference agencies and fraud prevention agencies.
- From insurers, witnesses, the Police (in regards to incidents) and solicitors, **Appointed Representatives**.
- Directly from **You**.

**We** will not pass **Your** information to any third parties except to enable **Us** to process **Your** claim, prevent fraud and comply with legal and regulatory requirements. In which case **We** may need to share **Your** information with the following third parties within the EU:

- Solicitors or other Appointed Representatives.
- Underwriters, Reinsurers, Regulators and Authorised/Statutory Bodies. Fraud and crime prevention agencies, including the Police.
- Other suppliers carrying out a service on **Our**, or **Your** behalf.

**We** will not use **Your** information for marketing further products or services to **You** or pass **Your** information on to any other organisation or person for sales and marketing purposes without **Your** consent.

#### Data Retention

We will hold **Your** details for up to seven years after the expiry of **Your** policy, complaint and/or claims settlement.

#### Your rights

**Your** personal data is protected by legal rights, which include **Your** rights to:

- Object to **Our** processing of **Your** personal data.
- Request that **Your** personal data is erased or corrected.
- Request access to **Your** personal data and data portability.
- Complain to the Information Commissioner's Office, which regulates the processing of personal data.

**You** can request to see what data **We** hold on **You**, there is no charge for this service.

If **You** have any questions about **Our** privacy policy or the information **We** hold about **You** please contact **Us**.

## General information (continued)

### Legal Protection Group Limited Data Protection Notice

In order to manage this insurance, including the provision of helpline services, claims handling, underwriting and other administrative duties, **we** may need to share personal information which has been given to **us** with other parties such as insurers, insurance intermediaries, law firms, experts, regulatory authorities or agents providing services to **us** or on **our** behalf. **We** will only request necessary information from **you** and will only use it and disclose it in the course of arranging and administering this insurance.

Any personal information **we** hold about **you** will be retained by **us** for a period of seven years after this insurance expires and in any event, for the minimum periods required by relevant laws and regulations. This information may need to be retained for legal and regulatory reasons and for legitimate business purposes including (but not strictly limited to) establishing, pursuing or defending legal claims.

Sometimes **we** may need to send **your** personal information to agents based outside of the European Economic Area and in doing so will ensure that those agents apply the same levels of confidentiality, protection and security that are applied by **us**.

In arranging and managing this insurance and administering claims, **we** will comply with the provisions of the Data Protection legislation which is directly applicable in the United Kingdom (this includes the General Data Protection Regulation (EU) 2016/679 (otherwise known as GDPR) as well as any subsequent amending or replacement Data Protection legislation which is directly applicable in the United Kingdom) and unless required to do so by law or a professional body, will not disclose **your** personal data to any other person or organisation without **your** consent.

**You** can find full details of **our** privacy policy on **our** website [www.legalprotectiongroup.co.uk](http://www.legalprotectiongroup.co.uk)

More information on the Data Protection Legislation and the principles in place to protect personal information can be found on the Information Commissioner's Office website <https://ico.org.uk/>

**You** have a right to obtain information **we** hold about **you**. This is called a Subject Access Request and in order to obtain such information, please write to:

**The Data Protection Officer, Legal Protection Group Limited, 8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudgeway, Bristol BS35 3QH.**

If **you** have a concern about the way **we** have handled **your** personal data, then **you** have the right to report this to the Information Commissioner's Office:

**Website:** <https://ico.org.uk/concerns/>  
**Phone:** 0303 123 1113 (lines are open Monday to Friday 9am to 5pm)  
**Email:** [casework@ico.org.uk](mailto:casework@ico.org.uk)



## General information (continued)

### What to do if you have a complaint

**We** are committed to providing **you** with excellent customer service, but **we** accept that occasionally things go wrong. **We** take all complaints seriously and have a commitment across **our** business to treat all customers fairly. Where **we** have made a mistake, **we** want to put things right quickly.

### Complaints relating to the administration or sale of this insurance

If **your** complaint is about the administration or sale of this insurance, please let **us** know:

- **Email:** [complaints@legalprotectiongroup.co.uk](mailto:complaints@legalprotectiongroup.co.uk)
- **Phone:** **0333 700 1040** (lines are open Monday to Friday 9am to 5pm)
- **Post:** **Customer Service Department, Legal Protection Group Limited, 8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudgey, Bristol BS35 3QH**

### As soon as a complaint is received:

All complaints will be acknowledged in writing within three business days of receipt. If the complaint can be resolved within three business days, **our** letter will also outline the result of **our** investigation.

If **our** investigation is not resolved within five business days, **we** will aim to respond within four weeks of receiving the complaint.

If the complaint is about another party, such as a law firm who is acting for **you**, **we** will refer details of the complaint to that other party and confirm this course of action to **you** in writing.

### After we have investigated the complaint:

**We** will write to **you** immediately notifying **you** of the outcome of **our** investigation. **We** will also advise that if **you** are not satisfied with the outcome, **you** may refer the matter to the Financial Ombudsman Service within the next six months\*.

### If we cannot resolve the complaint within 4 weeks:

**We** will write to **you** and inform **you** that **our** investigation is continuing, giving the reasons for the delay and a date by which **we** expect to be able to contact **you** again.

### If we cannot resolve the complaint within 8 weeks:

**We** will inform **you** of the reasons for the further delay and advise that if **you** are not satisfied with **our** progress then **you** may refer the complaint to the Financial Ombudsman Service within the next six months\*.

\*If **you** do not refer **your** complaint within the six-month period, the **insurer** will not permit the Financial Ombudsman Service to consider **your** complaint and will only be able to do so in very limited circumstances such as where they believe that the delay in notifying **your** complaint was as a result of exceptional circumstances.

The Financial Ombudsman Service can be contacted:

- **Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- **Phone:** **0800 023 4567** (free from a landline) or **0300 123 9123** (free from some mobile phones)
- **Post:** **Financial Ombudsman Service, Exchange Tower, London E14 9SR**

**You** can also visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) and follow the guidelines on how to complain and to also check their eligibility criteria.

### Complaints relating to policy coverage or the way a claim has been handled

If Your complaint relates to the policy coverage or how a claim has been handled, **you** should refer **your** complaint to Financial & Legal Insurance Company Limited using the contact details below, quoting **your** policy number to:

- **Post:** **The Compliance Director, .  
Financial & Legal Insurance Company Limited No. 1 Lakeside,  
Cheadle Royal Business Park  
Cheadle, Cheshire SK8 3GW**
- **Telephone:**
- **Email:**

LEGAL PROTECTION GROUP LIMITED

Head and Registered Office:

8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudgeway, Bristol, BS35 3QH

Registered in England and Wales, company number 10096688

[www.legalprotectiongroup.co.uk](http://www.legalprotectiongroup.co.uk)



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