

---

# Caravan Legal Expenses Insurance

Policy Document

Master Certificate No:  
F&LMYCARA / 02 / 2021

---

## Introduction

This Caravan 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. Details about the extent of its regulation by the Financial Conduct Authority are available on request.

Lexelle Limited is authorised and regulated by the Financial Conduct Authority under FCA firm reference No: 312782.

A **Free legal advice** line is offered through Lexelle Limited, so for advice on accidents whilst caravanning please telephone **0800 953 1217** quoting: **Master Certificate Number : F&LMYCARA / 02 / 2021**

## 1. Definitions

The following words shall have the meanings given below wherever they appear in **bold** and start with a capital letter:

### **Authorised representative(s)**

A solicitor, counsel, claims handler or mediator or other appropriately qualified person appointed and approved by **Us** under the terms and conditions of this policy to represent **Your** or an **Insured persons** interests

### **Civil Claim**

A claim for damages or compensation falling within the civil jurisdiction of the courts of the country in which the claim is made

### **Condition**

An obligation which **You** must perform. If a **Condition** is not performed by **You, We** will not be under any liability to pay **You** anything under the terms of this policy

### **Conditional Fee Agreement (CFA)**

An agreement between **You** and the **Authorised representative** or between **Us**, the **Administrator** and the **Authorised representative** sets out the terms under which they are instructed and where they waive their own fees if **You** fail to recover the damages **you** are claiming in the **Civil Claim** in part or in full

### **Defendant's costs**

Legal costs and expenses the **Insured** or **Insured person** may become liable to pay to another party in making a **Civil Claim** covered by this policy against that other party

### **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)**

Any occupants in the **Insured caravan** who are related to or non-paying guests of the **Insured**

### **Insured caravan**

The caravan identified as the **Insured caravan** in the schedule to this policy or any other caravan which **We** may, after receiving a written request from **You**, accept in substitution for that caravan

### **Insurer, We, Our, Us**

Financial & Legal Insurance Company Limited

### **Legal advice**

Advice given by an **Authorised representative**

### **Legal proceedings**

A claim for damages or compensation pursued in a court of law within the United Kingdom of Great Britain and Northern Ireland

### **Maximum Amount**

**£50,000** in aggregate for **Professional Fees** and **Defendant's costs** for any and, if more than one, all claims made under this policy.

**Professional fees**

Fees or costs reasonably incurred and in accordance with the standard terms by the **Authorised representative**, with **Our** or the **Administrator's** prior authority. This includes disbursements as long as these are in respect of services supplied by a third party; that the services are distinct and separate from the services supplied by the **Authorised representative**; and that **Our** or the **Administrator's** prior permission has been obtained prior to incurring any disbursements. The policy will not fund/pay **Professional fees** until the claim (to include any defence or counter claim) has been finally concluded (to include all and any Appeals) including any possible recovery of **Professional fees** from any other party

**Period of cover**

The period stated in the schedule to this policy

**Reasonable prospect of success**

A prospect in excess of 50% of obtaining the payment of damages or compensation from another party

**Small Claim(s)**

A claim for damages or compensation which is or may, if **Legal proceedings** are issued, be allocated to the **Small Claims** jurisdiction of the courts of the United Kingdom of Great Britain and Northern Ireland or any similar scheme in the jurisdiction where the claim should be brought within the **Territorial limits**

**Territorial Limits**

Great Britain (including Northern Ireland), The Channel Islands, The Isle of Man, member states of the European Union and the following countries:- Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Lichtenstein, FYR Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

**You, Your**

The person named as the **Insured** in the schedule to this policy or an **Insured Person**

**Your claim**

A claim by **You** falling within cover Section 2 of this policy

## 2. What is covered

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.

### 2.1 Free Legal Advice

**Service Provision**

The helpline only provides **Free Legal advice** for **Your** personal legal issues, it is not intended to replace the services of a solicitor, but rather to assist **You** to identify the legal issues at hand, consider their legal rights and what courses of action are available to them and whether they need to consult a solicitor. The **Free Legal advice** helpline will provide general advice only and cannot assist with complex legal matters which may require the review of documentation or specific legislation.

General advice may be limited to signposting and referring the caller to other appropriate agencies, or recommending a specialist solicitor for further assistance, which may include considering policy cover under this insurance.

To use the 24/7 **Free Legal advice** helpline, **You** must have **Your** policy number and name of the organisation who sold **You** this insurance and also quote the master certificate number detailed on Page 1 of this document and call **Tel: 0333 4008217**

Please note that in some cases, depending on the type of advice required and time of call, a call back may need to be arranged.

Using the helpline service, does not constitute notification of a claim which must not be delayed whilst using the **Free Legal advice** helpline. Please refer to the "Making a claim" section described on page 4 above, delays in making a claim may reduce or prevent **You** from receiving assistance under the policy.

**You** must not rely on the **Free Legal advice** instead of reporting a claim.

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

The **Free Legal advice** cannot assist with matters that would fall outside of the following jurisdictions: England & Wales, Scotland or Northern Ireland.

## 2.2 Personal Injury Caravan Uninsured Loss Recovery

**Professional fees** of any **Civil Claim** for damages or compensation in respect of death or bodily injury sustained by **You** in a road traffic accident and / or uninsured losses incurred, in or towing the **Insured caravan** within the **Territorial limits**, where **Your** cause of action occurred during the **Period of cover** stated in the schedule to this policy

This section does not provide cover for:

- Recovering losses that may be pursued or recovered under motor legal expenses or other insurance policy
- Any Clinical Negligence matter

## 2.3 Nuisance or Trespass

**Legal assistance** to negotiate the **Insured's** legal rights in pursuing a **Civil Claim** relating to a nuisance or trespass of the **Insured caravan**

This section does not provide cover for

- **Professional fees** or **Defendants costs**
- Defending any claim alleged against the **Insured** or an **Insured person**
- Any incident or event that started prior to or within the first 180 days of the **Period of cover**
- Any claim relating to property or land other than the **Insured caravan**
- Disputes relating to any lease or license of any property or land
- The first 250 of any **Professional fees** or **Defendants costs**

## 2.4 Contract Disputes

**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 selling the **Insured caravan**, or buying or hiring any goods or services or selling any goods directly connected to the **Insured caravan**

This section does not provide cover for:

- Goods or services that may be used for other purposes not connected to the **Insured caravan**
- Where the sum in dispute is less than £100
- Where **You** have failed to meet **Your** obligations under the terms of the contract including making full payment as detailed in the contract
- Contracts not confirmed in writing
- Any contract not entered in to during the **Period of insurance**
- Disputes relating to any lease, license or ownership of any property or land
- Good or services were purchased or sold at auction or through an auction website

## 2.5 Criminal Prosecution Defense

**What is insured?**

**We** will provide cover for **Your Professional fees** incurred, in successfully defending an alleged and disputed criminal offence relating to the ownership and or use of the **Insured caravan**, this includes driving offences whilst towing the **Insured caravan**.

All claims/potential claims must be reported to the **Administrator** within 7 days of becoming aware of a potential charge/motoring prosecution, including the issue/receipt of a Notice of Intended Prosecution

**What is not insured?**

- Offences relating to circumstances that occurred or are alleged to have occurred outside of the **Period of insurance**
- Offences where **You**, at any time, plead guilty to one or more charges unless pleading guilty and entering a defense of mitigation has reasonable prospects of significantly reducing the sentence
- Offences relating driving under the influence of drink or drugs or using a mobile phone/hand held device
- Offences that are not being dealt with via the magistrates or high court
- Offences relating to vehicle faults/maintenance
- Offences relating to driving without or not in accordance with **Your** driving license
- Offences relating to theft or driving without the owner's consent
- Parking charges/fines
- Fines relating to the misuse of restricted access roads e.g. bus, cycle or taxi lanes
- Any offence where the offence alleged offence is not connected to the ownership or use, including towing of the **Insured caravan**
- Any fines, damages, interest or costs awarded against the **Insured person**

### 3. What is Not Covered – Policy Exclusions

The following are not covered under this insurance:

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 representatives** 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). **We** will not make any payments under this policy until the civil or criminal action including, recovery of any **Legal costs**, have been concluded

For claims that are or would likely have been allocated to the **Small Claims Track**, **We** will not pay more than the lower of the following sum towards **Professional fees**:

- 25% of the damages recovered if successful or if **Your claim** is unsuccessful, would likely have been recovered
- £400 inclusive of VAT

**We** will not pay: -

#### **Professional fees and/or Defendant's costs**

- 3.1 Incurred in claiming damages or compensation in respect of a loss covered by another policy of insurance
- 3.2 Which would if this policy were not in force be covered by another policy of insurance
- 3.3 Any venture for gain, employment or business project of an **Insured person**
- 3.4 Any disputes between any **Insured person(s)** and / or any family members or persons related to an **Insured**
- 3.5 Incurred before **We** have received a claim form from **You**
- 3.6 In aggregate in excess of the **Maximum amount**
- 3.7 Where **Your claim** does not have a **Reasonable prospect of success**
- 3.8 Where the amount in dispute is disproportionate to the time and legal costs involved in its pursuit
- 3.9 Incurred after **You** or **We** have received **Legal advice** to accept a proposal, Part 36 offer or Part 36 payment made in settlement of **Your claim** or **Legal advice** not to pursue or continue to pursue **Your claim** by **Legal proceedings**
- 3.10 Incurred after **We** have told **You** that **We** consider **Your claim** should be pursued by means other than by **Legal proceedings**
- 3.11 Of any appeal made without **Our** consent in writing
- 3.12 Of any appeal incurred after **You** have received **Legal advice** that the appeal does not have a **Reasonable prospect of success**
- 3.13 Where **You** have failed to comply with a **Condition** of this policy
- 3.14 Where the **Authorised representatives** instructed to act on **Your** behalf refuse to continue to act on **Your** behalf or represent **You**
- 3.15 Where **You** without a good reason instruct the **Authorised representatives** instructed to act on **Your** behalf to cease acting on **Your** behalf or representing **You**
- 3.16 Where at the time of the accident the **Insured caravan** was attached to a motor vehicle and pursuit of any loss associated with the **Insured caravan** is included in any uninsured loss/legal expenses cover for the motor vehicle.
- 3.17 For claims which arise from a criminal act or omission
- 3.18 For claims being made by persons other than the **Insured** or **Insured person (s)**
- 3.19 For applications for judicial review or in respect of the Human Rights Act or proceedings forming part of a group or multi-party action
- 3.20 Relating to the advice, sale, cover or settlement payable under an insurance or other financial product or service
- 3.21 For any insured incidents which;
  - occurred outside the **Territorial limits**
  - did not occur during the **Period of cover** stated in the schedule to this policy
- 3.22 Electronic Data Exclusion

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, it is understood and agreed as follows:

- (i) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of *Electronic Data* from any cause whatsoever (including but not limited to *Computer Virus*) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

*Electronic Data* means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

*Computer Virus* means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. *Computer Virus* includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

- (ii) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

- 3.23 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.
- 3.24 Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- 3.25 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.
- 3.26 Any sum **You** are ordered to pay by way of a fine, costs, compensation or other financial penalty by a court in criminal proceedings
- 3.27 Prosecutions which allege dishonesty or violence
- 3.28 Claims against Lexelle Ltd or the **Insurer**
- 3.29 In relation to a claim for the loss or damage of any goods being carried in the **Insured caravan** where a claim under this policy arises out of the use of the **Insured caravan** for commercial purposes
- 3.30 In relation to a claim for any personal injuries suffered by the driver of the **Insured caravan** against the drivers employer where the employer is also the **Insured**
- 3.31 Prosecutions resulting from drink or drug related or parking offences
- 3.32 Any claim relating to a road traffic accident which happens during a race rally or competition
- 3.33 Any claim relating to an accident caused by faults in the **Insured caravan** or faulty, incomplete or incorrect service maintenance or repair of the **Insured caravan**
- 3.34 Notwithstanding any other provision herein, **Your** policy does not cover any actual or alleged loss, damage, liability, injury, sickness, cost or expenses, or in any sequence, in any way caused by or resulting directly or indirectly from:
- (a) Infectious or contagious disease;
  - (b) any fear or threat of (a) above; or
  - (c) any action taken to minimise or prevent the impact of (a) above

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

## 4. Policy Conditions

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

- 4.1 **You** must ensure that **We** receive notification of any event which may give rise to any claim under this policy as soon as reasonably possible
- 4.2 **You** must ensure that **We** receive a claim form for any claim under this policy not later than 180 days after the event giving rise to **Your claim**
- 4.3 In England & Wales and any other jurisdiction within the **Territorial limits** where it is possible to do so, ensure that the **Authorised representative** is instructed under a **Conditional Fee Agreement (CFA)**
- 4.4 **You** must provide any information reasonably requested by **Us** or the **Authorised representative** instructed on **Your** behalf within a reasonable time
- 4.5 **You** must take all reasonable steps to minimise **Professional fees** or **Defendant's costs** which **We** may be liable to pay under the terms of this policy
- 4.6 **You** must ensure that any **Authorised representative** instructed on **Your** behalf fulfil the **Authorised representatives** obligations set out below
- 4.7 **You** must ensure any claim **You** make is an honest claim and not one which is false or fraudulent
- 4.8 **You** must ensure that **Your claim** is not prejudiced by any action or inaction on **Your** part

## 5. Claims Procedure

For advice on accidents whilst motoring please telephone **0800 953 1217** quoting: -  
**Master Certificate Number F&LMYCARA / 02 / 2021**

In the performance of **Our** obligation to pay **You** under the terms of this policy-

- 5.1 **You** must supply **Us** with a completed claim form containing a complete and truthful report of the facts giving rise to **Your claim**, details of any potential witnesses, any documentary evidence in support of **Your claim** and details of any policy of insurance covering any person against whom **You** wish to pursue **Your claim**. **You** may obtain a claim form by telephone on **0800 953 1217**
- 5.2 **We** will make a preliminary assessment of the merits of **Your claim**. If **We** decide that **Your claim** appears to have a **Reasonable prospect of success** **We** will appoint an **Authorised representative** to act on **Your** behalf in **Your claim**
- 5.3 If **We**
- consider it unlikely a reasonable settlement will be obtained or the amount in dispute is disproportionate to the time and legal costs involved in its pursuit or
  - decide **Your claim** does not appear to have a **Reasonable prospect of success**
- We** will tell **You** in writing. If **You** accept **Our** advice, **Your** entitlement to payment from **Us** under this policy for that claim is at an end and **We** will be discharged from any liability to **You** in respect of that claim
- 5.4 If **You** do not accept **Our** advice **We** will instruct an **Authorised representative** to advise **You** and **Us** whether **Your claim** has a **Reasonable prospect of success**. If the **Authorised representative** instructed advise that there is no **Reasonable prospect of success** in **Your claim** **We** will not be liable to pay **You** anything under the terms of this policy for that claim. If the **Authorised representative** instructed advise that there is a **Reasonable prospect of success** **We** will appoint the **Authorised representative** to act on **Your** behalf in the pursuit of **Your claim**
- 5.5 When **We** appoint an **Authorised representative** to act on **Your** behalf **We** will tell **You** in writing. The **Authorised representative** **We** have appointed will require **You** to enter into an agreement with them under which they will act on **Your** behalf
- 5.6 **We** will take over and conduct in **Your** name any **Civil Claim** for damages or compensation in respect of a valid claim covered under the terms of this policy. The **Authorised representative** nominated and appointed by **Us** will act on **Your** behalf and **You** must accept **Our** nomination. This does not affect **Your** legal rights at the point of or during **Legal proceedings**.
- 5.7 If
- the **Authorised representative** instructed to act on **Your** behalf refuse to continue to act on **Your** behalf, or
  - **You** without a good reason instruct the **Authorised representative** to cease acting on **Your** behalf
- We** will not pay **You** anything under the terms of this policy and **Our** liability under this policy for that claim shall cease forthwith
- 5.8 **We** may appoint another **Authorised representative** to act on **Your** behalf or permit **You** to instruct another **Authorised representative** to act on **Your** behalf if **We** consider that it is reasonable to do so
- 5.9 Where an **Authorised representative** is appointed to act on **Your** behalf by **Us** **We** appoint them in the performance of **Our** obligations under the terms of this policy and not as an agent for **You**
- 5.10 Where an **Authorised representative** is instructed to act on **Your** behalf **You** and **We** will require them to comply with the **Authorised representatives** obligations set out below
- 5.11 **We** may require counsel to advise whether in all the circumstances of **Your claim**, including the commercial merits of **Your claim**, a proposal, Part 36 offer or Part 36 payment made in settlement of **Your claim** should be accepted or whether **Your claim** should be pursued or continue to be pursued by **Legal proceedings**
- 5.12 If **We** reasonably consider that **Your claim** should be pursued by some means other than by **Legal proceedings** **We** will tell **You** in writing

## 6. Authorised Representative's obligations

**Your Authorised representatives** must

- 6.1 Provide **You** and **Us** 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 reasonably practicable and in any event within 28 days of accepting instructions to act on **Your** behalf
- 6.2 Where legal to do so act under a Conditional Fee Agreement (CFA)
- 6.3 Notify **You** and **Us** 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
- 6.4 Notify **You** and **Us** immediately in writing of any change in their assessment of the prospects of success in **Your claim**
- 6.5 Provide **Us** with such information as **We** may reasonably require from time to time about the progress of **Your claim**
- 6.6 Provide **Us** with a written report at 6 monthly intervals from the date instructions to act on **Your** behalf were accepted by them 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**
- 6.7 Deal with **Your claim** in such manner as **We** reasonably require from time to time
- 6.8 Obtain **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 likely to exceed £500 or more (exclusive of Vat)

- 6.9 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
- 6.10 Repay to **Us** any costs **We** have paid in the pursuit of **Your claim** which may be recovered from any other party
- 6.11 Notify **You** and **Us** immediately in writing of any proposal made in settlement of **Your claim** together with their advice as to whether the proposal should be accepted
- 6.12 Use their best endeavours to obtain payment of **Professional fees** from any other party who may be liable to pay those costs
- 6.12 If required to do so by **Us**, procure an assessment by the court or an appropriate professional body of the amount properly payable to the **Authorised representatives** for **Professional fees**

## 7. Cancellation

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

Thereafter **You** may cancel the insurance cover at any time by informing the agent or broker that sold **You** this 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 complete and accurate answers to the questions **We** ask.

Where **Our** investigations provide evidence of fraud or a serious non-disclosure, **We** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **You** provided **Us** with incomplete or inaccurate information, which may result in **Your** policy being cancelled from the date **You** originally took it out.

If **We** cancel the policy and/or any additional covers **You** will receive a refund of any premiums **You** have paid for the cancelled cover, less a proportionate deduction for the time **We** have provided cover, unless the reason for cancellation is fraud and/or **We** are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

## 8. General Terms

- 8.1 **You** will take all reasonable steps to minimise **Professional fees** or **Defendant's costs** which **We** may be liable to pay under the terms of this policy
- 8.2 **You** will at all times co-operate with **Us** and with the **Authorised representatives** instructed on **Your** behalf
- 8.3 any dispute between **You** and **Us** which **We** cannot resolve between **Us** shall be determined by an arbitration by an arbitrator appointed by **You** and by **Us** together. If **We** cannot agree on the arbitrator to be appointed, **You** or **We** can ask the Chairman of the Bar Council to choose a barrister to be the arbitrator. The arbitrator will decide how the dispute should be resolved in accordance with the provisions of the Arbitration Acts then in force and his decision will be final. All reasonable costs and expenses incurred in connection with the arbitration shall be paid to the successful party by the unsuccessful party
- 8.4 the rights and obligations of an insured passenger under this policy shall be governed by the provisions of the Contracts (Rights of Third Parties) Act 1999
- 8.5 this policy is governed by the laws of England and Wales

## 9. Your Responsibility

**You** must take reasonable care to:

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

**You** must take reasonable care to provide complete and accurate answers to the questions **We** ask when **You** take out, make changes to and renew **Your** policy. If any information **You** provide is not complete and accurate, 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.

## 10. Fraudulent Claims/Fraud

**You** must not act in a fraudulent way. If **You** or anyone acting for **You**:

- fails to reveal or hides a fact likely to influence whether **We** accept **Your** proposal, **Your** renewal, or any adjustment to **Your** policy;
- fails to reveal or hides a fact likely to influence the cover **We** provide;
- makes a statement to **Us** or anyone acting on **Our** behalf, knowing the statement to be false;
- sends **Us** or anyone acting on **Our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; 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.

## 11. 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 249 3300 Fax 0114 249 3323

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

In all correspondence please state that **Your** insurance is provided by Financial & Legal Insurance Company Limited and quote scheme reference: **F&LMYCARA/ 02 /2021**

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity and have an annual turnover of £6.5million or less and fewer than 50 employees or an annual balance sheet below £5million. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,  
Exchange Tower,  
London,  
E14 9SR.  
Tel: 0300 123 9 123  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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

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

## 12. Financial & Legal Insurance Company Limited Privacy Notice

**We** are Financial & Legal Insurance Company Limited, referred to as “we/us/our” in this notice. **Our** data controller registration number issued by the Information Commissioner’s Officer is **Z7739575**.

This privacy notice is relevant to anyone who uses **Our** services, including policyholders, prospective policyholders, and any other individuals insured under a policy. **We** refer to these individuals as “you/your” in this notice.

**We** are dedicated to being transparent about what **We** do with the information that **We** collect about **You**. **We** process **Your** personal data in accordance with the relevant data protection legislation.

### Why do We process your data?

The provision of **Your** personal data is necessary for **Us** to administer **Your** insurance policy and meet **Our** contractual requirements under the policy. **You** do not have to provide **Us** with **Your** personal data, but **We** may not be able to proceed appropriately or handle any claims if **You** decide not to do so.

### What information do We collect about You?

Where **You** have purchased an insurance policy through one of **Our** agents, **You** will be aware of the information that **You** gave to them when taking out the insurance. The agent will pass **Your** information to **Us** so that **We** can administer **Your** insurance policy. For specific types of insurance policies, for example when offering **You** a travel insurance policy, **We** may process some special categories of **Your** personal data, such as information about **Your** health.

**We** have a legitimate interest to collect this data as **We** are required to use this information as part of **Your** insurance quotation or insurance policy with **Us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defense of a legal claim.

### Financial & Legal Insurance Company Limited’s full privacy notice

This notice explains the most important aspects of how **We** use **Your** data. **You** can get more information about this by viewing **Our** full privacy notice online at <http://financialandlegal.co.uk> or request a copy by emailing **Us** at [info@financial&legal.co.uk](mailto:info@financial&legal.co.uk). Alternatively, **You** can write to **Us** at: Data Protection, Financial & Legal Insurance Company Limited, Cheadle Royal Business Park, No 1 Lakeside, Cheadle, SK8 3GW.

## 13. Compensation Scheme

If Financial & Legal Insurance Company Limited cannot meet their obligations, **You** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **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, PO Box 300, Mitcheldean, GL17 1DY