

Source

Source Insurance Home Insurance Policy

December 2024



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About Us

A warm welcome from the team at Source Insurance.
We look after **your** policy if **you** have any queries or need to make any changes.

Your policy is underwritten by **Highway Insurance Company Limited, part of the Allianz Group**, they would be responsible for paying any valid claims.

Source Insurance Limited is authorised and regulated by the Financial Conduct Authority. **Our** FCA reference number is 300222 and **you** can check **our** details on the Financial Services Register.

register.fca.org.uk/



Source Privacy Policy

Your personal information is important to **us**. Any information provided to **us** will only be processed by **us** and any companies **we** work with, as required by the Data Protection Act 2018, or any subsequent applicable legislation, for the purpose of providing insurance and handling claims. This may require **us** to provide **your** information to third parties.

For further details visit www.sourceinsurance.co.uk/privacy-policy/

Your Policy

Important Information

Your policy describes the insurance cover provided during the **period of insurance** as shown in **your schedule** which **you** have paid for, or have agreed to pay for, and which **we** have accepted.

The contract between **you** and **us** is made up of:

- this policy document
- **your Statement of fact**
- any Notice to Policyholder
- **your Schedule**
- any **endorsements** shown in **your schedule**

It is essential that **you** read all the details of any:

- policy conditions (**we** talk about these in the **How We May Choose to Settle Your Claim** and **Things You Must Do** sections of this document)
- general exclusions (these are things and events which are not covered by this policy, **we** talk about these later in this document)
- **endorsements** (these are special clauses set by **your** insurer. These clauses can either expand or restrict **your** cover in specific circumstances and can be found in **your schedule**).

We will provide insurance cover as outlined in the terms of this policy for the **period of insurance**.

Your documents are available to view online 24/7, if **you** wish to receive paper copies, please contact **us**.



Governing Law

The law which applies to this policy.

Unless **we** and **you** agree otherwise the Law of England and Wales will apply to this policy.

How To Make A Claim

If **you** need to make a claim **you** should do so as soon as possible.

**Highway Insurance
Company Limited**
0330 678 5014

Call for reasons such as:

- Escape of water
- Accidental Damage
- Theft

Lexelle Legal Expenses
0114 350 4107
For the 24hr Legal Advice Service
0333 400 8217

Call for reasons such as:

- Identity Theft
- Employment disputes
- Personal Injury

How To Cancel Your Policy

You can cancel this policy at any time.

If **you** change **your** mind about this policy, **you** can cancel within 14 days of the start date or renewal date, or within 14 days after **you** receive **your** policy documents, whichever is later. As long as **you** have not made a claim, **you** will be entitled to a full refund of **your** premium.

Where **you** have paid **your** premium in full and **you** wish to cancel after 14 days, **you** will be entitled to a refund of **your** premium, but **we** will charge **you** for the time between the start date and cancellation date.

Where **you** have paid **your** premium by Direct Debit and **you** wish to cancel after 14 days, **we** will charge **you** for the time between the start date and cancellation date.

If **you** have made a claim in the **period of insurance**, **you** will not be entitled to a refund of **your** premium.

To cancel **your** policy, **you** can contact **us** using one of the options shown below.

Our Contact Details

Ask us a question on LiveChat
[Mypolicy.thesource.co.uk/contactus](https://mypolicy.thesource.co.uk/contactus)

Email our help mailbox
help@sourceinsurance.co.uk

Call the team
02920 265 265

Or you can write to us at:
Source Insurance Limited
Global Reach
Dunleavy Drive
Cardiff
CF11 0SN



Cancellation -Our Rights

We may cancel this policy or any section of it, by giving 14 days' notice in writing to **you** at **your** last known address.

Reasons **we** may decide to cancel **your** policy include but are not limited to:

- if the risk changes mid-term in a way that is no longer acceptable to **us**
- **you** do not co-operate or supply information or documentation that **we** request which materially affects **our** ability to process this policy, or **our** ability to defend **our** interests
- the premium has not been paid when due
- use of threatening or abusive behaviour or language, intimidation or bullying of **our** staff or suppliers
- **you** do not let **us** know of any changes in **your** circumstances.

We will cancel this policy immediately if **we** uncover evidence of fraud or deliberate or reckless **misrepresentation**.

Providing Accurate And Complete Information

When taking out, renewing, or making changes to this policy, **you**, anyone else insured by this policy or acting on **your** behalf must take reasonable care to provide accurate and complete answers to all questions.

We may ask **you** to provide further information and/or documentation.

Things You Must Do

These are **conditions** that apply throughout **your** policy. For **your** cover to be valid, the conditions must be met.

In the event **your home** is **unoccupied**, **you** or someone acting on **your** behalf must:

- a)** Inspect the **home** internally and externally at least once every 7 days. A record of dates, times and any observations must be recorded and made available to **us** in the event of a claim.
- b)** Remove all waste and accumulated post on each visit.
- c)** Ensure all external doors and windows are not boarded, bricked or secured with any metal or timber sheeting, grills or shutters, to prevent unlawful entry to **your home**.
- d)** Gas and electricity supplies are to be switched off at the mains if not being used to power the central heating system and/or any security devices at **your home**.

If **you** do not meet them, **we** may take one or more of the following actions:

- cancel **your** policy
- declare **your** policy void (treating **your** policy as if it never existed)
- change the terms and/or premium of **your** policy
- refuse to deal with all, or part of, any relevant claim or reduce the amount of any relevant claim payment.

Change Of Circumstances

It is important that **you** tell **us** at the first opportunity if there are any changes in **your** circumstances. **Your** policy has been issued based on the information **you** have given **us** and **you** must advise **us** immediately of changes such as:

- a change of address
- if **you**, or any member of **your family** living with **you**, are convicted of a criminal offence, excluding fixed penalty notices e.g. speeding fines
- if **you** intend to leave **your home unoccupied** for more than 60 days in a row
- if **you** begin to use **your home** for business use other than clerical use
- if **you** intend to make repairs, alterations, extensions, or renovation work within **your home**, or within the boundary, or to items **we** insure. This includes kitchen, bathroom replacements, garden works or any other works which involves electrical or plumbing adjustments or structural alterations
- if **your home** is not in a good state of repair, e.g. the property must be maintained and fit for permanent habitation. The walls and roof should be structurally sound, with no incomplete building works, and it should have no evidence of extensive dry rot, damp, infestation, faulty wiring or plumbing, or roof/ chimney damage. The windows and doors must not be boarded up.

This is not an exhaustive list and failure to advise **us** of any changes may result in **you** not being covered if **you** make a claim.



Summary of Policy Limits and Excess

Important

The **excess** shown is the minimum **excess** to be paid in the event of a claim and doesn't include any chosen or voluntary **excess**.

Section of Cover	Limit of Cover	Excess for Section
Buildings (if selected)		
Building Sum Insured	Up to £1,000,000	£100
Full Accidental Damage	Up to £1,000,000	£100
Escape of Water/Oil	Up to £1,000,000	£450
Trace an Access	Up to £10,000	£100
Subsidence, Heave or Landslip	Up to £1,000,000	£1,000
Replacement Locks & Keys	Up to £750	£100
Alternative Accommodation and Rent	Up to £200,000	£100
Underground Pipes, Drains & Cables	Up to £1,000,000	£100
Emergency Access	Up to £1,000,000 Including: Loss or damage to gardens limit £10,000	£100
Homeowner's Legal Responsibility	Up to £2,000,000	£100
Contents (if selected)		
Contents Sum Insured	Up to £100,000	£100
Full Accidental Damage	Up to £100,000	£100
Valuables Overall Limit	Up to £30,000	£100
Valuables Single Item Limit	Any item over £5,000 must be specified Max item sum insured £15,000	£100
Bicycles	Up to £1500 each in the home Bicycle cover away from the home must be requested	£100
Escape of Water/Oil	Up to £100,000	£450
Replacement Locks & Keys	Up to £750	£100
Alternative Accommodation	Up to £100,000	£100
Contents Temporarily Taken From Your Home	Up to £20,000 Including: Contents contained in garages or outbuildings £3,000	£100
Student Belongings	Up to £6,000	£100
Contents in the Garden	Up to £2,500	£100
Food in Fridges/Freezers	Up to £100,000	£100
Loss of Domestic Heating & Metered Water	Up to £2,000	£100
Emergency Access	Up to £100,000 Including: Up to £10,000 for contents in the garden	£100
Fatal Injury Benefit	Up to £5,000	£100
Special Events	Up to £5,000	£100
Household Removals	Up to £100,000	£100
Digital Assets	Up to £2,000	£100
Documents and Deeds	Up to £1,000	£100
Home Office Equipment	Up to £5,000	£100
Visitors Belongings	Up to £500	£100

Taking Your Shopping Home	Up to £400	£100
Dual Contents Cover	Up to £20,000	£100
Money in Your Home	Up to £1,000	£100
Unauthorised use of Credit Cards	Up to £500	£100
Theft from Outbuildings	Up to £3,000	£100
Personal Liability	Up to £2,000,000	£100
Tenants Liability	Up to £5,000	£100
Accidents to Domestic Staff	Up to £10,000,000	£100
Personal Belongings (if selected)		
Personal Belongings Sums Insured	£2,000 - £10,000	£100
Single Item Limit	Any items over £5,000 must be specified Max item sum insured £15,000	£100
Specified Items Overall Limit	£22,500	£100
Bicycles Away from Home	Max sum insured per bicycle £3,000	£100
Specified Bicycles Overall Limit	£6,000	£100

Definitions

Where words are set out in bold within the document, they have specific meaning wherever they may appear in this policy document or in **your schedule**.

Accidental Damage

Sudden, unintentional, and unexpected physical damage, caused by **you**, **your** guests, or **your domestic staff**, that has not occurred due to wear and tear, breakdown, or malfunction.

Bicycles

Bicycles including motorised or power assisted bicycles which are not legally required to be registered in the UK for road use.

Buildings

Your home and fixtures and fittings, garden walls, annexes, gates and fences, paths, drives and patios, carports, permanent swimming pools built of brick, stone or concrete, permanently fixed hot tubs or jacuzzis, solar panels, heat pumps, hard tennis courts and any garages contained in the deeds of **your home**, but not items that are movable.

Computer Viruses

A corrupting instruction from an unauthorised source that introduces itself through a computer system, network or software.

Credit Cards

Credit, cheque, charge, debit, or cash dispenser cards.

Contents

Household goods (including tenants' fixtures, fittings and interior decorations), frozen foods, **personal belongings**, **home office equipment**, **valuables** and **money**, are included provided that they belong to **you** or **your family**, or **you** or they are legally responsible for them.

The following are not classed as **contents**:

- **motorised vehicles**
- animals
- anything used for trade, professional or business purposes, except **home office equipment**



Domestic Staff

A person employed to carry out domestic duties associated with **your home** and not employed by **you** in connection with **your** business, trade, profession, or employment.

Endorsement

Any variations to the terms and conditions of this insurance as shown in **your schedule**.

Excess

The amount **you** will have to pay towards each separate claim. If **you** need to claim on more than one part of **your buildings** or **contents** policy for the same event, **we** will only make **you** pay one **excess**. This will be the highest **excess** that applies to the parts of **your** policy that **you** are claiming under.

Family

Your spouse, **your** partner, children (including foster children), **domestic staff** and/or any other person permanently living with **you** and not paying for their accommodation.

Flood

An invasion of **your home** by a large volume of water caused by a rapid build-up or sudden release of water from outside the **buildings**.

Heave

Expansion or swelling of the land beneath the **buildings** resulting in upwards movement.

Home

The property shown at the address in **your schedule**, fixtures and fittings that **you** are responsible for, and the property's garages and **outbuildings** contained in the deeds outside the main boundary of **your home**, all at the same address and all used by **you** or **your family**, for domestic purposes only, other than clerical use.

Home Office Equipment

Office furniture, computers and other keyboard-based office equipment, tablets, printers, fax machines, photocopiers, telephones, and answerphones that **you** or **your family** own or are legally responsible for and used for business or professional purposes.

Landslip

Movement of land down a slope.

Misrepresentation

Where **you**, anyone else insured by this policy or acting on **your** behalf has provided information, which is incomplete or misleading, either carelessly, deliberately or recklessly.

Money

Cash, cheques, postal orders, unused postage stamps, savings stamps and certificates, premium bonds, food and gift vouchers, season and travel tickets, pre-loaded cash cards and phone cards. **We** will not cover any of these items if they are used for business purposes.

Motorised Vehicles

All electrically or mechanically powered vehicles including motor vehicles and children's motor vehicles, whether licensed for road use or not, mechanically propelled or assisted vehicles, aircraft, trains and boats, gliders, hang gliders, wetbikes, hovercraft and other mechanically propelled or assisted watercraft, caravans, and trailers. This includes parts or accessories for any of the above, whether attached or detached, other than removable entertainment equipment while removed.



The following are not classed as **motorised vehicles**:

- vehicles used only as domestic gardening equipment within the boundaries of the land belonging to **your home**
- vehicles designed to help disabled people (as long as the vehicles are not registered for road use)
- golf carts and trolleys
- toys and models remotely controlled by a pedestrian
- electrically assisted **bicycles** that are not legally required to pay Vehicle Excise Duty for road use (see www.gov.uk/electric-bike-rules for more information)

Outbuildings

Unless **we** agree otherwise in writing, these are sheds, greenhouses, and other domestic structures.

The following are not classed as **outbuildings**:

- agricultural **buildings**
- structures that are permanently open on one or more sides
- structures that are lived in, e.g. an annexe whilst it is occupied by anyone other than **you or your family**
- any structure intended for the use of livestock of any kind, e.g. stables
- any structure which is not on a permanent foundation or base
- treehouses
- inflatable structures of any kind
- any structure which is made of canvas, PVC, or any other non-rigid material (except greenhouses)
- any structure not within the boundary of **your home** unless **we** agree otherwise in writing.

Part Time Home

The property shown at the address in **your schedule**, is used by **you or your immediate family**, for domestic purposes only, as a weekday, weekend or holiday **home**.

Period of Insurance

The period of time covered by this policy, as shown in **your schedule**, or until cancelled.

Personal Belongings

Items designed to be worn or carried, for example clothing, jewellery, watches, mobile phones, handheld game consoles, portable music players, laptops, tablets, sports, musical and photographic equipment and luggage bags. All items must belong to **you** or be **your** legal responsibility.

Schedule

The document which gives details of the cover, **your sum insured** and limits.

Settlement

Downward movement of the land beneath the **buildings** as a result of the soil being compressed due to the weight of the **buildings**.

Statement of Fact

This document outlines all the information provided by **you** and accepted by **us** as the basis of this insurance.

Sanitary Fittings

Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.

Storm

A weather event with persistent high winds usually associated with rain, thunder, lightning, or snow and wind speeds with gusts of at Least 48 knots (55mph) or:

- torrential rainfall at a rate of at least 25mm per hour
- snow to a depth of at Least one foot (30cms) in 24 hours
- hail of such intensity that it causes damage to hard surfaces or breaks glass.



Subsidence

Downward movement of the land beneath the **buildings** that is not as a result of **settlement**.

Sum Insured

The amount shown in **your schedule**, and the most **we** will pay for claims resulting from one incident unless otherwise stated in this policy document or any **endorsement**.

Unfurnished

Not having a bed, furniture, kitchen appliances and utensils to live there permanently.

United Kingdom

England, Scotland, Wales and Northern Ireland.

Unoccupied

Not lived in by **you**, including anyone who has **your** permission, or is **unfurnished**. By 'lived in' **we** mean that day-to-day activities such as bathing, cooking, eating, and sleeping are carried out in the property for more than 60 days in a row.

Underground Pipes, Drains & Cables

Domestic oil pipes, underground water supply pipes, underground sewer drains and septic tanks, underground gas pipes, underground cables that provide services to and from **your home**, which **you** are responsible for.

Valuables

These include but are not limited to stamp, coin or medal collections, antiques, rugs, musical instruments, clocks, pictures, paintings, items of gold, silver or any other precious metal, jewellery, watches, rare books and furs.

Vermin

These include but are not limited to rats, mice, squirrels, owls, pigeons, foxes, bees, wasps or hornets.

We, Us, Our

Source Insurance or the insurer specified in **your schedule**.

You, Your

The person(s) named in **your schedule**, or a member of **your family**. This includes **family** members who are students and normally live in **your home** outside of term time.



Your Buildings Cover

This section is only in force when shown in **your schedule**.

Your buildings are covered for loss or damage by the following causes:

What is covered?	What is not covered?
1. Fire, explosion, lightning, earthquake, or smoke	The buildings excess shown in your schedule We will not pay for loss or damage caused by: • scorching • melting • warping or • other forms of heat distortion unless accompanied by flames
2. Storm	We will not pay for loss or damage to: • gates, hedges, fences, swimming-pools, jacuzzis, hot tub and their covers • flat roofs, which make up more than 50% of the total roof area of your home, unless it has been checked at least once every 5 years by a competent/qualified builder at your own expense. Proof of these inspections must be kept by you and provided upon request. If this condition is not met your claim may not be paid We will not pay the first £250, in addition to any voluntary excess you have chosen, for any loss or damage caused to flat roofs. We will not pay for any loss or damage caused by: • faulty workmanship, defective design or use of defective materials • wear and tear • frost
3. Flood	We will not pay for loss or damage to fences, hedges, and gates
4. Riot, civil unrest, strikes, labour or political disturbances	
5. Malicious Damage or Vandalism	We will not pay for any loss or damage caused by: • you or your family • person(s) lawfully allowed to be in your home • computer viruses We will not pay for any loss or damage when your home is unoccupied or unfurnished
6. Damage to your home caused by moving objects For example: • vehicles • falling trees • animals	We will not pay for any loss or damage caused by: • all or part of a tree being cut down • household pets We will not pay for cutting down or taking away all or part of a fallen tree, unless it has caused damage to your buildings We will not pay for any loss or damage to: • hedges, gates and fences • panes of glass, unless the object damages other parts of your buildings in the same incident • TV aerials, satellite dishes, masts, or their fittings



What is covered?	What is not covered?
7. Escape of Water/Oil Escape of water from, or the freezing of water in, washing machines, dishwashers or any fixed domestic water or heating installation Escape of oil from any fixed domestic oil heating installation	We will not pay for any loss or damage caused by: • water overflowing from wash basins, sinks, bidets, showers and baths, as a result of taps being left on (this is covered under the accidental damage section, if this is in force) • failure or lack of sealant and/or grout • subsidence, heave or landslip as a result of water escaping We will not pay for any loss or damage when your home is unoccupied
8. Trace & Access We will pay up to £10,000 for any one incident, for the cost of a professional tradesperson to remove and replace any other part of the buildings, to find the source of the leak and making good if the buildings are damaged due to water escaping from tanks, pipes, equipment, or fixed heating systems in your home	
9. Theft or Attempted Theft	We will not pay for any loss or damage caused by any person lawfully in your home We will not pay for any loss or damage when your home is unoccupied or unfurnished
10. Subsidence, Heave or Landslip	We will not pay for any loss or damage caused by: • pre-existing damage • shrinking or expanding construction materials • the compaction of infill (e.g. cement) • settlement • the sea or river wearing away the land • faulty workmanship, defective design or use of defective materials • foundations which do not meet the Building Regulations at the time of construction • foundations that do not meet the NHBC guidelines at the time of construction • demolishing, structurally altering or repairing the buildings We will not pay for any loss or damage to: • solid floor slabs or damage from solid floor slabs moving, unless the foundations underneath the outside walls of the main building are damaged at the same time and by the same cause • walls, gates, hedges, outbuildings, fences, paths, drives, patios, swimming pools, ornamental pools, tennis courts, drains, septic tanks, pipes, cables and oil tanks, unless the main building is damaged at the same time and by the same cause We will not pay for any loss or damage where compensation is provided by any other contract or legislation



What is covered?	What is not covered?
11. Replacement Locks & Keys We will pay up to £750 for any one incident, if your keys are lost or stolen, for the cost of replacing keys and locks or lock mechanisms on: - any external doors and windows of your home - any safe within your home - any alarm protecting your home If you insure both buildings and contents under this policy, we will only make one claim payment either under buildings or contents	We will not pay for the cost of replacing keys and locks or lock mechanisms on external doors and windows for garages or outbuildings
12. Alternative Accommodation We will pay up to £200,000 for any one incident for the cost of alternative accommodation for you, your family, and your domestic pets when your home cannot be lived in, due to loss or damage covered by this policy We will also pay for rent that you would have received from lodgers while the buildings can't be lived in. This is subject to proof of rent and duration of lodger stay being provided If you insure both buildings and contents under this policy, we will only make one claim payment either under buildings or contents	
13. Underground Pipes, Drains & Cables We will pay for the cost of repairing cables, underground pipes, drains, and tanks serving your home if they are accidentally broken or damaged We will pay up to £5,000 for breaking into, and repairing, an underground pipe to clear a blockage between the main sewer and your home, if normal methods of unblocking have been unsuccessful	
14. Glass Breakage We will pay for accidental breakage of glass, ceramic hobs or sanitary fittings fixed to, and forming, part of your home We will only pay for the replacement of the part of the item which is broken	We will not pay for any breakage when your home is unoccupied
15. Emergency Access We will pay up to £1,000,000 for loss or damage to the buildings of your home caused when the emergency services have to force an entry to the buildings, because of an emergency or perceived emergency involving you or your family We will only pay up to £10,000 for loss or damage to your garden	



What is covered?	What is not covered?
16. Selling Your Home If you have contracted to sell your home, the purchaser will have cover for loss or damage under buildings causes 1-10 (shown earlier in this section) up to the date of completion of the purchase subject to your home not being covered by any other insurance	
17. Architects' Fees/Debris Clearance This section is only in force if we accept a claim for loss or damage by buildings causes 1-10 (shown earlier in this section) We will pay for: - architects, surveyors, consulting engineers and legal fees - the cost of clearing debris from the site or demolishing, or shoring up the buildings - the cost to comply with government or local authority requirements, but not if the order predates the loss or damage	

Homeowner's Legal Responsibility

This section provides cover for **your** obligation to the public as the owner of the property, shown in **your schedule**.

What is covered?	What is not covered?
We will pay up to £2,000,000 agreed by us in writing for any legal liability during the period of insurance - liability for accidental death of, illness of or bodily injury to, any person who is not a member of your family - liability as a result of your ownership of your home - liability as a result of defective work carried out by, or on behalf of, you or your family, to any private residence within the United Kingdom, which you or your family sold before the bodily injury or damage occurred. In accordance with Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 In the event of your death, we will treat your legal representative as you for liability incurred by you	We will not pay for your legal liability arising directly or indirectly from: - accidental death, bodily injury or illness to you or your family, or any lodger living in your home - any contract or agreement where you or your family have accepted responsibility for something you or your family wouldn't usually be responsible for your ownership of any land or building not shown in your schedule - the use of your home for any business, trade, profession, or employment, other than clerical - lifts, hoists, vehicles or crafts - rectifying any fault or alleged fault - owning or operating any drone, or model aircraft We will not pay for any liability which is covered under another policy

Accidental Damage To Your Buildings - OPTIONAL COVER

This cover is only in force when shown in **your schedule**.

What is covered?	What is not covered?
Accidental damage to buildings including fixtures, fittings, any part of the structure, ceilings and decorations	We will not pay the buildings excess as stated in your schedule We will not pay for any loss or damage which is specifically excluded under buildings sections 1-17 (shown earlier in this document) We will not pay for any loss or damage caused by: lodgers living in your home mechanical or electrical breakdown or failure chewing, scratching, tearing, fouling or urinating by domestic pets infestation, chewing, scratching, tearing, fouling or urinating by insects or vermin faulty workmanship, defective design or use of defective materials frost We will not pay for any loss or damage to: gates, hedges and fences drives, patios and paths, unless your home has been damaged at the same time and by the same cause We will not pay for any loss or damage when your home is unoccupied or unfurnished

How We May Choose To Settle Your Claim - Buildings

Important

It is important that **you** insure **your buildings** for the full rebuilding cost of **your home**, as the **sums insured** shown in **your schedule** are the maximum that **we** will pay in the event of a claim.

If the **buildings sum insured** is less than the full rebuilding cost value of **your home**, **we** will reduce the amount **we** pay in the event of a claim in proportion with the underinsurance. For example, if the amount insured is only 80% of the actual rebuild/replacement cost, **we** will only pay 80% of **your** claim.

We will decide whether to repair, replace or reinstate the damaged part of the building. **We** may do this by using one of **our** suppliers. **We** will pay the full cost of the work, including any professional demolition, local authority costs or fees, as long as the work is finished without delay. All repairs carried out by one of **our** partners are guaranteed for at least 12 months.

If **your home** cannot be repaired or **you** chose to accept a cash settlement, **we** will only pay the cost of the repair or replacement of the damaged part of the building, to put **you** in the same financial position as before the damage happened. **We** will not pay the market value of the land **your home** sits on or for any undamaged **buildings** within the boundaries of **your home**.

We will take off an amount for wear and tear if the **buildings** are not properly maintained, or **your sum insured** is less than the actual cost of the rebuilding of **your home**. **You** will need to pay any remaining costs for repair or replacement of damaged **buildings**.



When **we** pay **your** claim, **we** will take off the **excess** shown in **your schedule**. This does not apply to the Homeowner's Legal Responsibility section of this policy.

The most **we** will pay is the limit in **your schedule**.

If any loss, damage, or liability is covered by any other insurance then **we** will not pay more than **our** share.

Apart from **us**, only **you** have the right to make a claim under this policy. This means that a law called the Contracts (Rights of Third Parties) Act 1999 does not apply to **your** cover in relation to any third-party rights or interest.

If part of a set, suite, group or collection of items is lost or damaged, and **we** cannot replace or repair it, **we** will:

- replace the set, suite, group or collection of items as new
- pay the cost of replacing the set, suite, group or collection of items as new, up to the amount it would have cost **us** to replace the item using **our** own suppliers; or
- pay the full cost of the item, provided the **sum insured** is adequate, if no equivalent or replacement set, suite, group or collection of items is available.

If **we** ask **you** to, **you** will have to give up the undamaged parts of the set, suite, group or collection to **us** where the full replacement cost has been paid.

It is **your** responsibility to prove any claim. To help prove **your claim** **we** may require **you** to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, proof of authenticity, utility bills, pre-purchase surveys, plans and deeds of **your home**, or other documents **we** may reasonably require.

In dealing with any **buildings** claim under this policy, either before or after **we** pay **your claim**, **we** may:

- carry out the defence or **settlement** of any claim and, if required, choose the solicitor who will act in any legal action and arrange for payment of any associated costs and/or expenses
- take any legal action in **your** name, or the name of any other person covered by this policy, to recover any money due from a third party or get compensation
- take possession of **your home** and deal with any salvage and any other costs.



Your Contents Cover

This section is only in force when shown in **your schedule**.

Your contents are covered for loss or damage by the following causes:

What is covered?	What is not covered?
	We will not pay the contents excess shown in your schedule
1. Fire, Explosion, Lightning, Earthquake, or Smoke	We will not pay for any loss or damage caused by: - scorching - melting - warping or - other forms of heat distortion unless accompanied by flames
2. Storm	We will not pay for any loss or damage to contents in the open within the grounds of your home We will not pay for any loss or damage caused by: - faulty workmanship, defective design or use of defective materials - wear and tear
3. Flood	We will not pay for any loss or damage to contents in the open within the grounds of your home
4. Riot, Civil Unrest, Strikes, Labour or Political Disturbances	
5. Malicious Damage or Vandalism	We will not pay for any loss or damage caused by: you or your family - person(s) lawfully allowed to be in your home computer viruses We will not pay for any loss or damage when your home is unoccupied or unfurnished
6. Damage to Contents Caused by Moving Objects For example: - vehicles - falling trees - animals	We will not pay for any loss or damage caused by: - household pets - all or part of a tree being cut down We will not pay for cutting down or taking away all, or part of, a fallen tree, unless it has caused damage to your contents
7. Escape of Water/Oil Escape of water from, or the freezing of, water in washing machines, dishwashers or any fixed domestic water or heating installation Escape of oil from any fixed domestic oil heating installation	We will not pay for any loss or damage caused by: - water overflowing from wash basins, sinks, bidets, showers and baths, as a result of taps being left on (this is covered under the accidental damage section, if this is in force) - failure or lack of sealant and/or grout subsidence, heave or landslip, as a result of water escaping We will not pay for any loss or damage when your home is unoccupied or unfurnished

What is covered?	What is not covered?
8. Theft or Attempted Theft	We will not pay for any loss or damage caused by, or resulting from, deception, unless the deception is only used to gain entry to your home We will not pay for any money or credit cards held in your home for business, trade or professional purposes We will not pay for any loss or damage: • unless force and violence is used to get into or out of your home • when your home is unoccupied • exceeding £3,000 from outbuildings
9. Subsidence, Heave or Landslip	We will not pay for any loss or damage caused by: • the sea or river wearing away the land • faulty workmanship, defective design or use of defective materials • pre-existing damage • normal shrinkage or settlement • demolition of, repair or structural changes to your home We will not pay for any loss or damage to: • solid floor slabs, or damage from solid floor slabs moving, unless the foundations underneath the outside walls of the main building are damaged at the same time and by the same cause We will not pay for any loss or damage where compensation is provided by any other contract or legislation
10. Replacement Locks & Keys We will pay up to £750 for any one incident, if your keys are lost or stolen, for the cost of replacing keys and locks or lock mechanisms on: • any external doors and windows of your home • any safe within your home • any alarm protecting your home If you insure both buildings and contents under this policy, we will only make one claim payment, either under buildings or contents	We will not pay for the cost of replacing keys and locks or lock mechanisms for garages or outbuildings
11. Alternative Accommodation We will pay up to £100,000 for any one incident for the cost of alternative accommodation for you, your family, and your domestic pets when your home cannot be lived in, due to loss or damage covered by this policy We will also pay for rent that you would have received from lodgers while the buildings cannot be lived in. This is subject to proof of rent and duration of lodger stay being provided If you insure both buildings and contents under this policy, we will only make one claim payment, either under buildings or contents	



What is covered?	What is not covered?
12. Contents Temporarily Taken From Your Home We will pay up to £20,000 for any loss or damage, covered by this policy, to contents temporarily taken away from your home This includes any items that are temporarily placed into a bank, safe deposit box, occupied private dwelling or into any building where you are living or working Theft or attempted theft is limited to any occupied private dwelling where you are temporarily living or working, or from any bank or safe deposit box We will only pay up to £3,000 for any contents in outbuildings or garages	We will not pay for loss or damage to: - any contents taken outside of the United Kingdom - any contents taken away for more than 90 days in a row - any contents insured under another policy - any contents taken away for sale or exhibition or to furniture storage facilities - any contents during removal bicycles money or credit cards - items that are left in a motor vehicle or caravan - any contents temporarily taken away from your home, unless force and violence is used to get into or out of the room/building
13. Student Belongings We will pay up to £6,000 for any loss or damage, covered by this policy, to contents in any building where you or your family are living while attending full-time education	We will not pay for any loss or damage to: money or credit cards bicycles - any contents as a result of theft, unless force and violence is used to get into or out of the room/building - any contents taken outside of the United Kingdom
14. Contents in The Garden We will pay up to £2,500 for any one incident for loss or damage, covered by this policy, to contents, when in the open within the boundaries of the land belonging to your home Including: - Plants - Bushes - Shrubs - Trees	We will not pay for any loss or damage to: valuables, money and home office equipment whilst in the garden - any items including plants, trees and shrubs caused by storm or flood We will not pay for any loss or damage while your home is unoccupied or unfurnished
15. Food in Fridges or Freezers We will pay up to £100,000 for loss or damage to food stored in a fridge or freezer within your home, caused by a change in temperature or contamination by refrigerant or refrigerant fumes	We will not pay for any loss or damage: - resulting from the deliberate act of you, your family, or an electricity supplier - to food used for business, trade, profession, or employment purposes
16. Loss of Domestic Heating Fuel and Metered Water We will pay up to £2,000 for accidental leakage of domestic heating fuel and metered water	We will not pay for any loss or damage while your home is unoccupied or unfurnished
17. Emergency Access We will pay up to £100,000 for loss or damage to the contents of your home, caused when the emergency services have to force an entry because of an emergency or perceived emergency involving you or your family We will only pay up to £10,000 for loss or damage to your garden	



What is covered?	What is not covered?
18. Fatal Injury Benefit We will pay up to £5,000 if you or your family die as a direct result of injury caused in your home by fire, explosion, lightning, or intruders For us to pay a claim, the death must happen within three months of the incident	We will not pay for any injury which is inflicted by you or is the result of a wilful act of your family
19. Special Events We will pay up to £5,000, in addition to the contents sum insured in your schedule, for 30 days before and 30 days after a special event to cover gifts and the cost of items bought for the celebration For example: • birthdays • a wedding day or civil ceremony This increase will only affect the maximum claim limit for the contents sum insured and does not increase any other limits shown in the policy or in your schedule	
20. Household Removals We will pay for any loss or accidental damage to your contents while they are being moved by professional removers from your home, directly to your new permanent home in the United Kingdom	We will not pay for any loss or damage: • to china, glass, or other brittle items, unless they have been packed by professional packers • by mechanical or electrical fault or breakdown • while your contents are in storage or being moved from storage We will not pay for loss of money or credit cards
21. Accidental Breakage We will pay for accidental breakage of mirrors, ceramic hobs in free standing cookers or glass, which forms part of your contents	We will not pay for any breakage when your home is unoccupied We will not pay for the replacement cost of any part of the item other than the broken glass or ceramic
22. Accidental Damage to Audio Equipment We will pay for accidental damage to televisions, video and audio installations, computer equipment, including laptops and tablets, games consoles and to any aerials or satellite dishes within or fixed to your home	We will not pay for any loss or damage: • to records, discs, CDs, DVDs, Blu-ray discs, USB flash drives or software • to mobile phones • caused by mechanical failure We will not pay for any loss or damage when your home is unoccupied
23. Digital Assets We will pay up to £2,000 for anything that you or your family have legally downloaded and stored on a computer, or other device, if it's lost, stolen or damaged For example, if your laptop gets damaged in a flood and you lose all the films and music you've downloaded, we will pay for the cost of replacing them	We will not pay for: • any software or information used for business purposes • any damage caused by computer viruses



What is covered?	What is not covered?
24. Documents and Deeds We will pay up to £1,000 for any one incident for loss or damage, covered by this policy, to documents whilst: • within the main building of your home • deposited in a bank safe deposit or solicitor's strong room, anywhere in the world	We will not pay for: • documents insured by any other policy • lottery or raffle tickets • money
25. Home Office Equipment We will pay up to £5,000 for loss or damage to computer equipment and office equipment owned by you, and used for clerical purposes, in connection with your business that may be run from your home	We will not pay for data stored on any home office equipment
26. Visitors' Belongings We will pay up to £500 for loss of, or damage to, visitors' personal belongings while in your home and covered by this policy	We will not pay for any loss or damage: • to valuables or money • specifically excluded in this policy
27. Taking your shopping home We will pay up to £400 for any one incident if something is lost, stolen or damaged while you are bringing it to your home from the shops where you bought it	We will not pay for any loss or damage: • if your items are stolen from an unattended car or van, unless they were stored out of sight in a glove box or boot • unless your car or van has been locked, with any security systems activated, and there must have been damage to the car or van during the break in
28. Dual Contents Cover We will pay up to £20,000 while your contents are in a new home that you have exchanged, but not completed contracts on, for one week before you move into your new home	
29. Money in your Home We will pay up to £1,000 for loss or theft of personal money, anywhere in the world	We will not pay for: • losses caused by error or omissions, such as you paying too much money when buying something • loss or theft from your home when your home is unoccupied or unfurnished • loss or theft from an unattended vehicle • loss occurring outside the United Kingdom, if you have spent more than 60 days in total away from this country during the current period of insurance We will not pay if: • it does not belong to you or your family • you do not report the loss or theft to the police straight away



What is covered?	What is not covered?
30. Unauthorised use of credit cards We will pay up to £500 if you lose money as a direct result of the theft and unauthorised use of your, or your family's, credit cards anywhere in the world	We will not pay for: - losses caused by error or omissions, such as you paying too much money when buying something - loss occurring outside the United Kingdom, if you have spent more than 60 days in total away from this country during the current period of insurance We will not pay if: you do not report the loss or theft to the police straight away you have not complied with the terms and conditions of the issuing authority

Personal Liability

This section provides cover for **you** or **your family** in the event that **you** are held responsible for bodily injury or property damage to a third party. Personal liability covers the legal costs or damages that **you** are required to pay in compensation as a result.

What is covered?	What is not covered?
We will pay up to £2,000,000 for any legal liability during the period of insurance agreed by us in writing - liability for accidental death of, illness of or bodily injury to, any person who is not a member of your family - liability as a result of the private activities of you or your family - liability as a result of the employment by you or your family of domestic staff - liability as a result of damage to property not belonging to, or in the custody or control of, you, your family or domestic staff	We will not pay for your legal liability arising directly or indirectly from: - any incident which occurs outside of the United Kingdom - any business, trade, profession, or your employment other than clerical - accidental death, bodily injury or illness to you or your family, or any lodger living in your home you or your family living on any land or in any building not shown in your schedule you carrying out any deliberate, wilful or malicious act, including, but not limited to, assault and alleged assault - the transmission of any contagious disease or virus - owning, possessing, or using vehicles or crafts - owning or operating any drone, or model aircraft - owning, possessing, or using caravans - owning, possessing, or using a dangerous dog as defined by the Dangerous Dogs Act 1991 - owning any species of animal not domesticated in the United Kingdom - any action for damages brought in a court outside the United Kingdom - any action brought against you or your family by you, your family, your domestic staff or anyone living in your home We will not pay for any liability covered by another policy



Tenant's Liability

This section covers **you** or **your family** as a tenant, living in the **home** shown in **your schedule**, for **accidental damage** to **your** landlord's fixtures, fittings or furniture.

What is covered?	What is not covered?
If agreed by us in writing, we will pay up to £5,000 for liability as a result of: - any loss or damage covered by your contents cover section of this policy accidental damage to cables, drain inspection covers or underground drains, pipes or tanks providing a service to or from the home - accidental breakage of glass, ceramic hobs or sanitary fittings fixed to and forming part of the home	

Accidents to Domestic Staff

What is covered?	What is not covered?
We will pay up to £10,000,000 for any one incident or series of incidents arising from one event or one single source, if you or your family become legally liable to pay compensation for death, bodily injury, or illness of any domestic staff within your home	We will not pay for any liability as a result of: domestic staff entering, getting onto, getting off or being carried in or on any vehicle or craft you or your family's use of any vehicles or craft - any person employed by you in connection with a trade or business, e.g. electrician or plumber



Accidental Damage To Your Contents - OPTIONAL COVER

What is covered?	What is not covered?
Accidental damage to contents whilst they are in your home	We will not pay for the contents excess as shown in your schedule We will not pay for: - any loss or damage specifically excluded in this policy - any additional expense following on from the event for which you are claiming. For example, costs incurred in preparing the claim or loss of earnings following your bodily injury or illness - any loss or damage when your home is unoccupied or unfurnished - any loss or damage caused by lodgers We will not pay for accidental damage or loss caused by: - mechanical or electrical fault or breakdown - failure arising from the cost of remaking any film, disc or tape or the value of any information contained on it - cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing - chewing, scratching, tearing, fouling or urinating by your domestic pets - infestation, chewing, scratching, tearing, fouling or urinating by insects or vermin - faulty workmanship, defective design or use of defective materials We will not pay for accidental damage or loss to: - food, drink or plants - computers or computer equipment by: - accidental loss or mislaying or misfiling of documents or records - computer viruses - contamination



Your Personal Belongings

This cover is only in force when shown in **your schedule**. This covers personal items (as shown in **your schedule**) while anywhere in the world for 60 days in any one **period of insurance**.

What is covered?	What is not covered?
We will pay for loss or damage to your personal belongings shown in your schedule For unspecified personal belongings, we will pay up to the sum insured shown in your schedule, but no more than the single item limits shown for any individual item For specified personal belongings, we will pay up to the sum insured shown in your schedule for each respective item	We will not pay for any loss or damage if your home is used as a part time home We will not pay for loss or damage to: • sports equipment while in use • any personal belongings which are used for your trade or business • furniture, furnishings, household goods and equipment, food and drink • bonds, stocks, shares and documents of any kind, other than driving licenses and passports • motorised vehicles, aircrafts, boats, sail boards, surfboards, jet skis, caravans, trailers and their parts, spares or accessories • any living creature We will not pay any amount exceeding £1,000 for loss or damage to any property left in an unattended motor vehicle We will not pay for the following items, unless they are specifically shown in your schedule: • snowboards, skis (including sticks and bindings) water skis, sub-aqua equipment and riding tack • contact, corneal cap or micro lenses • bicycles and their parts, spares or accessories • money, credit and debit cards
Bicycles We will pay up to £3,000 per bicycle and total maximum limit for all bicycles £6,000 for loss of, or damage to your bicycles and their parts, spares or accessories anywhere in the world	We will not pay for loss or damage occurring outside the United Kingdom, if you have spent more than 60 days in total away from this country during the current period of insurance We will not pay for loss or damage to: • any bicycle that is not in the care of you or your family • accessories unless caused by an accident to the bicycle or unless the bicycle is lost or damaged at the same time • any bicycle whilst it is being used for racing, trial or trade purposes • mopeds or motorised bicycles where the motorised element is capable of speeds above 15.5mph We will not pay for loss or damage caused by: • theft whilst the bicycle is left unattended in any public place without being secured with a locked chain and/or padlock, or equivalent device to a permanent structure or locked building • mopeds or motorised bicycles where the motorised element is capable of speeds above 15.5mph

How We May Choose To Settle Your Claim – Contents

Important

It is important that the **sum insured** shown in **your schedule** is adequate if **you** need to replace all of your **contents** as new in the event of a claim.

If the **contents sum insured** is less than the cost of replacing all of **your contents**, **we** will reduce the amount **we** pay in the event of a claim in proportion with the underinsurance. For example, if the amount insured is only 80% of the actual replacement cost, **we** will only pay 80% of your claim.

We will decide whether to repair, replace or reinstate the damaged part of **your contents**. **We** may do this by using one of **our** suppliers. If the item cannot be repaired or replaced, **we** will pay the cost of an equivalent replacement.

When **we** pay **your claim**, **we** will take off the **excess** shown in **your schedule**.

The most **we** will pay is the limit shown in **your schedule**.

If part of a set, suite, group or collection of items is lost or damaged, and **we** cannot replace or repair it, **we** will:

- replace the set, suite, group or collection of items as new
- pay the cost of replacing the set, suite, group or collection of items as new, up to the amount it would have cost **us** to replace the item using **our** own suppliers
- pay the full cost of the item, provided the **sum insured** is adequate, if no equivalent or replacement set, suite, group or collection of items is available.

If **we** ask **you** to, **you** will have to give up the undamaged parts of the set, suite, group or collection to **us** where the full replacement cost has been paid.

It is **your** responsibility to prove any claim. To help prove **your claim** **we** may require **you** to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, proof of authenticity, utility bills, pre-purchase surveys, plans and deeds of **your** property, or other documents **we** may require.

We will not pay more than the cost of the repair or replacement if **your sum insured** is less than the full cost of replacing all of **your contents** as new.

In dealing with any **contents** claim under this policy, either before or after **we** pay **your claim**, **we** may:

- carry out the defence or settlement of any claim and if required choose the solicitor who will act in any legal action and arrange for payment of any associated costs and/or expenses
- take any legal action in **your** name, or the name of any other person covered by this policy, to recover any **money** due from a third party or get compensation
- take possession of **your home** and deal with any salvage and any other costs.



Your Family Legal Expenses Cover

This section is always in force and included automatically as part of **your** policy.

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 Isle of Man during any **period of insurance** for which **you** have paid or agreed to pay the premium.

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

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.

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 Platinum Plus 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 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.

Making a claim

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

Lexelle Limited can be contacted at:
PO Box 4428
Sheffield
S9 9DD

Tel: 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 a reasonable settlement will be obtained, or the value or amount in dispute is disproportionate to the time and legal costs involved in its pursuit; or **we**/the **administrator** decide **your claim** does not appear to have a **reasonable prospect of success**; then **we**/the **administrator** will tell **you**, and if requested by **you** provide confirmation in writing.

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

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

We or the **administrator** will take over and conduct any civil claim for damages or compensation in **your** name for a claim accepted under this policy. The **authorised representative** nominated and appointed by

us, or the **administrator** will act on **your** behalf, and **you** must accept the nomination. If **we** agree **legal proceedings** should be commenced through court or it is mandatory for **you** to be represented by a solicitor, **you** may choose an alternative solicitor to act for **you** however **you** must obtain **our** written agreement for them to become **your authorised representative**. **Our** agreement shall not be unreasonably withheld however **we** will only pay **professional fees** up to the amount that **we** would have paid an **authorised representative** appointed by **us**.

If an **authorised representative** instructed to act on **your** behalf refuses to continue to act on **your** behalf, or **you** without a good reason instruct the **authorised representative** to cease acting on **your** behalf, then **we** will not pay **you** anything under the terms of this policy and **our** liability under this policy for that claim shall cease immediately.

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

Where an **authorised representative** is instructed to act on **your** behalf, **you** and **we** will require them to comply with the **authorised representative's** obligations set out in this policy. **We** or the **administrator** may require a barrister to advise whether in all the circumstances of **your claim**, to include whether an offer should be made or accepted in settlement of **your claim** or whether **your claim** should be pursued or continue to be pursued by **legal proceedings**.

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

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

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

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

Important

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

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;
- 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 he or she will decide who should pay the costs of the arbitration. If costs are awarded against **you**, they are not covered under this policy. This arbitration condition does not affect **your** rights to take separate legal action. If a disputed claim is not referred to arbitration within 12 months of **your** claim being turned down, **we** will treat the claim as abandoned.

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

Guidance notes

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

2nd 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 be let for short periods, (no licence/tenancy/let may be for a period exceeding 28 days and not exceeding 120 days in any 12 month period).

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.

Defamatory

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

Defendant's costs

Legal costs and expenses the **insured** 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 **principle 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, 2nd 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 2nd home/unoccupied property**.

LEA

The local education authority covering the location of **your principal home** and where **you** must be registered on the electoral role.

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 and Northern Ireland

Maximum amount

£75,000 (including a maximum of £50,000 for any employment dispute claims and £5,000 towards rehabilitation costs) in total, including **professional fees** and **defendants' costs**, for one or more claims during a 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 authorised person for 30 or more consecutive days the cover under this policy will automatically move to that of **2nd 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; 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.

Reasonable prospect of success

The matter falling within the cover provided by sections 1-10 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**.

Rehabilitation treatment

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

Social Media

Websites and APPS (applications) where registered users create and share content or to participate in networking.

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 if **legal proceedings** are issued be allocated to the **small claims'** jurisdiction of the courts of England and Wales or the equivalent in Scotland and Northern Ireland, Channel Islands and the Isle of Man.

Strict liability

Criminal offence that an **insured person** has committed without knowing a criminal offence was committed. The offence must not be deliberate or wilful and only includes offences where there is no need to establish a guilty mind /criminal intent in order to obtain a conviction.

Unoccupied

The **insured property** that is not lived in by an **insured person**, or any other 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 costs, **defendant's costs**, **legal assistance**, or **legal advice** covered under Sections 1-10 of this insurance.



Insurance provided – the cover we offer

The sections of this insurance that 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 authorised person for 30 or more consecutive days the cover under this policy will automatically move to that of **2nd home/unoccupied property** until you reoccupy the property as **your principal home**.

2nd 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 be let for short periods, (no licence/tenancy/let may be for a period exceeding 28 days and not exceeding 120 days in any 12 month period).

Section	Cover	Insured Property Status	
		It is your principal home	It is a 2 nd home/unoccupied property you own
1	Free Legal Advice	✓	✓
2	Personal Injury	✓	✗
3	Employment Disputes	✓	✗
4	Criminal Prosecution Defence	✓	✓
5	Tax Protection	✓	✗
6	Jury Insurance	✓	✗
7	Contract Disputes	✓	✓
8	Property Protection	✓	✓
9	Education	✓	✗
10	Probate	✓	✗
11	Identity Theft	✓	✗
12	Social Media Defamation	✓	✗

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, this service is only available for legal issues falling under the jurisdiction of the courts of England, Wales, Scotland & Northern Ireland.

Service Provision

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

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

To use the 24/7 **free legal advice** helpline, **you** must have **your** policy number and name of the organisation who sold **you** this insurance and also quote the master certificate number detailed on Page 1 of this document and call

Tel: 0333 4008217

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

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

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

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

Section 2. Personal Injury

Guidance notes

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

IMPORTANT: This section of cover does not operate where the **insured property** is a **2nd 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. Where **your claim** for the pursuit of personal injury has been accepted and it is reasonable and necessary, **we** will (when supported by medical evidence) provide **rehabilitation treatment** up to £5,000.

What is not Insured?

- Rehabilitation costs relating to an injury or symptoms not relating to the claim accepted under this section and/or incurred without **our** / the **administrators** written authority.
- 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 **2nd home/unoccupied property**.



Section 3. Employment Disputes

Guidance notes

This section of **your** policy provides cover for **professional fees** up to £50,000 for unfair or wrongful dismissal, redundancy, or unlawful discrimination.

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

What is Insured?

Professional fees (up to £50,000) for **us** to negotiate **your** legal rights concerning a claim against **your** employer for unfair or wrongful dismissal, redundancy or unlawful discrimination by **your** employer falling within the jurisdiction of an employment tribunal.

What is not Insured?

- 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 **2nd home/unoccupied property**.

Section 4. Criminal Prosecution Defence

Guidance notes

This section of **your** policy provides cover for **professional fees** against a **strict liability** criminal prosecution brought against **you** where **you** are subsequently proven to be innocent.

IMPORTANT: The cover provided in this section is dependent upon the status of the **insured property**.

What is Insured?

Following the successful acquittal of an **insured person** in a criminal prosecution involving a **strict liability** offence **we** will pay the **insured's professional fees** incurred following a successful defence provided that: The matter is reported to **us** within 14 days of **you** being made aware of an investigation that may result in a prosecution;

- **You** were unaware that a criminal offence had been committed by **you**;
- Any sums **you** are entitled to recover elsewhere are recovered and applied first to your **professional fees** after which **we** will pay the shortfall subject to the policy limit, terms and conditions.



What is not Insured?

- Any criminal offence which is not a **strict liability** offence; and
- Any **strict liability offence**: involving a motor vehicle, or offences of a violent or sexual nature.
 - not committed during the **period of insurance**.
 - related to the **insured person's** business or profession, or in relation to a claim under an insurance policy/claim.
- Any **professional fees** incurred unless all charges against the **insured person** are dismissed or the **insured person** is acquitted.
- Any **professional fees** following a means test that the **insured person** would be or is entitled to recover under legal aid.
- Any **professional fees** more than the rates that would be payable by the legal aid agency whether or not legal aid is available to the **insured person**.
- Where the **insured property** is a **2nd home/unoccupied property**, any claim where the alleged criminal offence is not directly relating to the **insured property**.

Section 5. 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 **2nd home/unoccupied property**.

What is Insured?

Professional fees in any appeal proceedings in respect of a 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 **2nd home/unoccupied property**.

Section 6. 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 **2nd 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 1/250th of **your** annual salary or wages net of deductions for Income Tax and National Insurance contributions;
- If **you** work part time the salary or wages will be based on the last six months average earnings;

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

What is not Insured?

- There is no cover for lost income or other losses suffered by a business or a self-employed person.
- There is no cover for loss of bonus or overtime.
- Any claim if the **insured property** is a **2nd home/unoccupied property**.

Section 7. 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, buying or selling **your** insured property.

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;
- buying or selling of **your insured property**;

Provided that:

- The agreement has been entered into by **you** and the agreement was made during the **period of insurance**; and
- where the sum/loss in dispute is a small claim, cover will be restricted to legal advice only

What is not Insured?

Professional fees on small claims

Any claim or dispute relating to the following:

- A contract regarding or relating to an **insured person's** profession, business or employment;
- A lease, licence or tenancy of land or buildings where the **insured property** is **your principal home**;
- A letting, licence or tenancy exceeding 28 days where the **insured property** is a **2nd home/unoccupied property**;
- 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 **2nd 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 other than your **insured property**;
- The sale or purchase any goods, service, land or building that began prior to the **period of insurance**;
- A contract involving a motor vehicle;
- Advice, sale, cover or settlement payable 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.
- Any dispute relating the leasehold of the **insured property** or the estate/service charge of a freehold **insured property**

Section 8. 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 could 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**;
- Any event occurring whilst the **principal home** was left **unoccupied**;
- 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.



- Any dispute relating the leasehold of the **insured property** or the estate/service charge of a freehold **insured property**.

Section 9. Education

Guidance notes

This section of your policy provides cover for appeals related to your child(ren) not being allocated a place in your selected school(s) as part of the admissions process.

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

What is Insured?

We will provide **legal assistance** when appealing against the decision of **your LEA** arising from the **LEA's** failure to follow their published admissions policy, resulting in **your** child who is permanently living with **you**, not being allocated a place at one of **your** nominated schools.

The most **we** will pay under this section in respect of any claim(s) is £5,000 in any one **period of insurance**.

What is not Insured?

Any claim where:

- you** failed to nominate in **your** application, the school covering **your principal home** within their catchment area;
- you** did not nominate the maximum number of schools in **your** application;
- you** did not follow the **LEA's** application or the appeals process (this includes missed deadlines);
- you** include a school within **your** application that is outside of the **LEA's** area;
- the application was due or the allocation occurred within the first 6 months of inception of cover;
- your** child has been expelled, suspended or permanently excluded from another school;
- the allocation of places does not rest with the **LEA**;
- you** have nominated a school where admission involved examinations or other selection criteria;
- your** child is under the age of 5 years old (other than for admission disputes arising from the academic year during which they will have their 5th birthday);
- your** child will be 17 years old or older during the next academic year.
- the **insured property** is a **2nd home/unoccupied property**.

Section 10. Probate

Guidance notes

This section of your policy provides cover for legal assistance to challenge a will.

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

What is Insured?

We will provide **legal assistance** to challenge the validity of a will of **your** parents or grandparents, children, stepchildren or adopted children.



What is not Insured?

- Any claim where the deceased did not make a will (died intestate) or the will subject to the dispute cannot be traced;
- Any claim where the will subject to the dispute does not fulfil the legal requirements for making a will in that the will is either not in writing or, has not been signed by two witnesses in the presence of the person making the will or, has not been signed by or on behalf of the person making the will;
- The defence of any probate dispute including the validity of a will;
- Any claim arising under The Inheritance (Provision for Family and Dependents) Act 1975;
- Any claim if the **insured property** is a **2nd home/unoccupied property**.

Section 11. Identity Theft

Guidance notes

This section of **your** policy provides cover to reimburse **you** for reasonable costs you may incur that are caused by another party stealing and using **your** Identity

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

What is Insured?

This section of **your** policy provides cover to reimburse the reasonable costs **you** incur whilst reinstating and correcting any wrongful debt or data recorded against **you** caused by another party not authorised to act on **your** behalf stealing and using **your** identity.

Where **your** identity has been used by another person without **your** authority or knowledge, which has resulted in **you** allegedly being responsible for debt, financial loss or it effects **your** credit rating **we** will:

- Reimburse **your** costs reasonably incurred in resolving the issues up to the maximum sum of £5,000 (costs will need to be evidenced e.g. via bills or invoices).

You must obtain **our** agreement prior to incurring any costs in excess of £250.

We will pay **your** lost salary or wages for the time that **you** are unable to work whilst attending court or the Police, that are not payable by or recoverable from the court or **your** employer. Copies of **your** wage/salary slips and **your** employment contract will be required to support any claim.

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

- The time **you** are off work. **we** will calculate this to the nearest half day, assuming that a whole day is eight hours;
- If **you** work full time the salary or wages for each whole day equals 1/250th of **your** annual salary or wages net of deductions for Income Tax and National Insurance contributions;
- If **you** work part time the salary or wages will be based on the last six months average earnings; In any event **we** will not pay more than £100 a day.

Conditions Relating to Identity Theft

- Failure to adhere to the follow may result in **your claim** for cover under the Identity Theft being rejected;
- Within 24 hours of discovering **your** identify has/may have been stolen **you** must:
- contact all **your** bank or other financial institution/payment or credit card providers to inform of the theft/potential theft.



- cancel all affected payment/credit cards.
- freeze any affected account and cancel any connected cards.
- report the matter to the police and obtain a crime reference number.
- take all reasonable steps to minimise any loss or further damage to **your** identity/credit rating or potential liability.

What is not Insured?

- Where the identity theft relates to **your** business, profession or occupation;
- Correcting errors in **your** personal data not caused by the theft of **your** identity;
- There is no cover for lost income or other losses suffered by a business or a self-employed person;
- There is no cover for loss of bonus or overtime;
- Where the matter has been caused by **your** failure to safeguard personal information, PIN numbers or passwords, this includes where you pass such information to the identity thief via email, or telephone.
- Any claim if the **insured property** is a **2nd home/unoccupied property**.

Section 12. Social Media Defamation

Guidance notes

This section of **your** policy provides cover for **our** contacting a Social Media website should defamatory comments be made about **you** on the website and requesting in writing for any such comments to be removed where the identity of the author is known.

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

What is Insured?

Following **defamatory** comments made about **you** through a **social media** website, **the claims administrator** will:

- Contact the provider of the **social media** website requesting that the comments are removed.
- Write one letter requesting that the **defamatory** comments are removed from the **social media** website, where the identity of the author responsible for the **defamatory** comments is known.

What is not Insured?

- Claims where **you** are not aged 18 or over.
- Any claim if the **insured property** is a **2nd home/unoccupied property**.



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, 5, 6, 9, 10, 11, 12 of this policy where the **insured property** is a **2nd 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. This provision does not apply to section 10 of **your** cover;
- patents, copyrights, trademarks, service marks, registered design, intellectual property or secrecy or confidential agreements;
- any venture for gain undertaken outside of an employment contract;
- directorship or partnership disputes;
- verbal contracts;
- for an incident which:
 - occurred outside of England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle Of Man; or
 - did not occur during the **period of insurance** stated in the **schedule**;
- for any claims caused by contributed to by or arising from:
 - Ionising radiation or contamination by radioactivity from any radiated nuclear fuel or from any nuclear waste from combustion of nuclear fuel;
 - The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or component thereof;
 - Terrorism, war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution insurrection, military force or usurped power, confiscation, nationalisation or requisition or destruction or damage to property by or under the order of any government or public or legal authority;
 - Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speed;
 - Notwithstanding any provision to the contrary within this policy or endorsement thereto, it is understood that, this policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of **Electronic Data** for any cause whatsoever (including but not limited to **Computer Virus**) nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- 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**.



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 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);
- 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** at all times.

- The **authorised representative**, **we** or the **administrator** appointed to act on **your** behalf must:
- Provide **you** and the **administrator** on **our** behalf with a reasoned assessment in writing of the **prospects of success** in **your claim** and an estimate of the likely costs of pursuing **your claim** as soon as practicable and in any event within 28 days of accepting instructions to act on your behalf;
- Notify **you** and the **administrator** on **our** behalf immediately in writing of any proposal made in settlement of **your claim** or any part 36 offer or part 36 payment made in respect of **your claim**, together with their advice as to whether the proposal, part 36 offer or part 36 payment should be accepted;
- Notify **you** and the **administrator** on **our** behalf immediately in writing of any change in their assessment of the prospects of success in **your claim**;
- Provide the **administrator** on **our** behalf with such information as they may require from time to time about the progress of **your claim**;
- Provide the **administrator** on **our** behalf with a written report at 6 monthly intervals from the date instructions to act on **your** behalf were accepted by the **authorised representative**, as to the progress of **your claim** and any change in the prospects of success in **your claim** or the likely cost of pursuing **your claim**;
- Deal with **your claim** in such manner as **we** or the **administrator** require from time to time;
- Obtain the **administrator's** or **our** consent in writing before undertaking any of the following:
 - Issuing **legal proceedings** on **your** behalf;
 - Instructing counsel, leading counsel or an expert witness on **your** behalf;
 - Making an appeal against any order of the court made in **legal proceedings** issued on **your** behalf;
 - Withdrawing, discontinuing or settling **your claim** in a way which may give rise to a liability on **our** part to pay **defendant's costs** under this policy;
 - Entering into any agreement as to the amount of or liability to pay defendant's costs;
 - Entering into any form of alternative dispute resolution;
 - Incurring any disbursement;
- Use their best endeavours to obtain payment of **professional fees** or **defendant's costs** from any other party who may be liable to pay those costs;
- Repay to **us** any costs **we** have paid in the pursuit of **your claim** which may be recovered from any other party; and



- If required to do so by **us** or the **administrator** procure an assessment by the court or an appropriate professional body of the amount properly payable to the **authorised representative** for **professional fees**.

Cancellation

Guidance notes

You may cancel this Residential Property Legal Expenses policy at any time but as this policy was provided to you as part of our Home Insurance product you will not be entitled to any refund of premium either during or after the 14 day cooling off period.

If **you** decide that, for any reason, this policy does not meet **your** insurance needs then **you** may cancel this policy at any time, however, no refund of premium will be due.

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:

- Where **we** reasonably suspect fraud.
- Non-payment of premium.
- Threatening and abusive behaviour.
- Non-compliance with policy terms and conditions.
- 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.

General Exclusions

These exclusions apply to all sections of **your** policy.

This insurance does not cover:	
Wear and Tear	We will not pay for any loss or damage caused by wear and tear, depreciation, the effects of light or the atmosphere, mould, dry or wet rot or fungus and costs that arise from the normal use, maintenance and upkeep of your buildings and contents
Radioactive Contamination	We will not pay for any loss of, or damage to, your building and contents , indirect loss or legal liability directly or indirectly as a result of: - ionising radiation or contamination by radioactivity from any irradiated nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly, or of its nuclear component
Building Works	We will not pay for any loss, damage or liability as a result of the activities of contractors We will not pay for any loss or damage caused as a result of your home not being in a wind and weatherproof condition We will not pay for any loss or damage as a result of your home not being kept fully secured at all times to prevent unauthorised entry into or exit from your home We will only pay for any loss or damage to existing structures until the extensions or constructions are fully completed
Gradual Deterioration	We will not pay for any loss or damage that is a result of a series of events which occur or develop over time, that cannot be connected to a single accident or event
War Risks	We will not pay for any loss, damage or liability caused by, or happening through, war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
Terrorism	We will not pay for any loss, damage or liability arising from an act of terrorism, directly or indirectly caused by, contributed to, resulting from, arising out of, or in connection with, biological, chemical or nuclear pollution or contamination For the purpose of this exclusion terrorism means: the use of biological chemical and/or nuclear chemical and/or nuclear force or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public in fear. However, losses caused by or resulting from riot, riot attending a strike, civil commotion and malicious damage are not excluded hereunder.



Sonic Bangs	We will not pay for any loss or damage by pressure waves caused by an aircraft and other aerial devices travelling at sonic or supersonic speeds
Pollution or Contamination	We will not pay for any loss, damage, liability or bodily injury arising directly, or indirectly from, pollution or contamination unless caused by: • a sudden and unforeseen and identifiable incident • leakage of oil from a domestic oil installation at your home
Riot and Civil Commotion	We will not pay for any loss, damage or liability caused by, or happening through, riot or civil commotion outside the United Kingdom
Defects	We will not pay for any loss, damage, liability, cost or expense caused by, or resulting from, defective materials, faulty design or faulty workmanship
Events Before the Insurance Starts	We will not pay for any loss, damage, liability, cost or expense, as a result of an event occurring before the period of insurance starts
Illegal Activities	We will not pay for any loss, damage, liability, cost or expense, as a result of your home being used for illegal activities
Computer Viruses	We will not pay for any loss, damage, liability or erasure or corruption of electronic data arising directly or indirectly, from computer viruses
Contagious Disease	We will not pay for any costs or damages that you have to pay if you pass a disease or virus on to another person
Confiscation	We will not pay for any loss, damage or liability caused by officials or authority confiscating or holding your property
Geographical Limits	We will not pay for any loss, damage, injury or liability arising from any event outside of the United Kingdom
Market Value	We will not pay for any loss of market value in the home as a result of an Insured event
Deliberate or Criminal Acts	We will not pay for any loss or damage deliberately caused by, or arising from, a criminal act caused by you or any other person living with you
Contracts and Agreements	We will not pay for any loss, damage or liability arising out of, or as a result of, any contract or agreement you have entered in to



Complaints

At Source Insurance, it is **our** intention to give **you** the best possible service, but if **you** do have any questions or concerns about:

The sale or administration of your policy

Please contact Source Insurance Limited who arranged the insurance on **your** behalf.

Complaints,
Source Insurance Limited,
Global Reach,
Dunleavy Drive,
Cardiff,
CF11 0SN.
Tel: 02920 265214
Email: complaints@sourceinsurance.co.uk
Livechat: [Mypolicy.thesource.co.uk/contactus](https://mypolicy.thesource.co.uk/contactus)

Claims

The Customer Care Department,
Allianz Brentwood,
County Gates,
Bournemouth,
BH1 2AT

Email: personalbrokercomplaints@allianz.co.uk

Financial Ombudsman Service

Our full complaints policy can be found on **our** website www.sourceinsurance.co.uk. A paper copy is available on request. If **you** are not satisfied with how **we** resolve **your** complaint, **you** may be entitled to refer to the Financial Ombudsman Service.

Financial Ombudsman Service,
Exchange Tower, London,
E14 9SR.
Phone: 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk

This does not affect **your** legal rights.

Financial Services Compensation Scheme

Source Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to receive compensation from the scheme if **we** cannot meet **our** obligations. Further information is available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU. www.fscs.org.uk



Financial Sanctions

We shall not provide any cover or be liable to provide any indemnity, payment or any other benefit under this policy to the extent that the provision of such cover, indemnity, payment, or other benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions, or the trade or economic sanctions, laws or regulations of the **United Kingdom**.

If any such resolution, sanction, law, or regulation or restriction under United Nations resolutions, or the trade or economic sanctions, laws, or regulations of the **United Kingdom** takes effect during the **period of insurance**, **we** may cancel this policy immediately by giving **you** written notice at **your** last known address.

These details relate to **Your** Family Legal Expenses Cover

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

In all correspondence, please state that **your** insurance is provided by Financial & Legal Insurance Company Limited and quote scheme reference: F&LRPROPLATP / 11 / 2023

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 1239 123

Email: complaint.info@financial-ombudsman.org.uk



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

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.

Important information about your insurance with us

Financial & Legal Insurance Company Limited Privacy Notice

We are Financial & Legal Insurance Company Limited, referred to as “**we/us/our**” in this notice. **Our** data controller registration number issued by the Information Commissioner’s Officer is **Z561011X**. This privacy notice is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals **insured** under a policy. **We** refer to these individuals as “**you/your**” in this notice.

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

Why do we process your data?

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

What information do we collect about you?

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

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

Financial & Legal Insurance Company Limited’s full privacy notice

This notice explains the most important aspects of how **we** use **your** data. **You** can get more information about this by viewing **our** full privacy notice online at <http://financialandlegal.co.uk> or request a copy by emailing **us** at info@financial&legal.co.uk. Alternatively, **you** can write to **us** at:

Data Protection,
Financial & Legal Insurance Company Limited,
Cheadle Royal Business Park,
No 1 Lakeside,
Cheadle,
SK8 3GW.



Important information about your insurance with us

Financial Services Compensation Scheme

Financial & Legal Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Financial & Legal Insurance Company Limited cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit.

You can get more information about compensation scheme arrangements from the FSCS or visit

www.fscs.org.uk.

You may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **you** can write to:

Financial Services Compensation Scheme,
P O Box 300,
Mitcheldean,
GL17 1DY

Fraud Prevention and Detection – Our Rights

In order to prevent and detect fraud **we** may at any time:

- Share information about **you** with other organisations including the Police.
- Undertake credit searches.
- Check and/or share **your** details with fraud prevention and detection agencies.
- If false or inaccurate information is provided and fraud is identified, these details will be passed to fraud prevention agencies.
- Law enforcement agencies may access and use this information. **We** and other organisations may also access and use this information to prevent fraud and money laundering, for example when:
 - Checking details on applications for credit and credit related or other facilities.
 - Managing credit and credit related accounts or facilities.
 - Recovering debt and tracing beneficiaries.
 - Checking details on proposal and claims for all types of insurance.

We and other organisations may access and use the information recorded by fraud prevention agencies from other countries.

Please contact **us** on the number shown on page 3 of this policy document if **you** want to receive details of the relevant fraud prevention agencies.

Fraudulent Claims – Our Rights

If **you** or anyone acting for **you** makes a false or fraudulent claim, which includes but is not limited to;

- making a statement to **us** or anyone acting on our behalf, knowing the statement to be false;
- sending **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- making a claim for any loss or damage you caused deliberately or
- Acting dishonestly or exaggerating a claim

We;

- a) are not liable to pay the claim; and
- b) may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
- c) may by notice to **you** treat the contract as having been terminated with effect from the time of the fraudulent act.



If we exercise **our** right under (c) above, **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act.

A relevant event is whatever gives rise to **our** liability under the insurance contract, such as the occurrence of a loss, the making of a claim, or the notification of a potential claim.

We will not return any of the premiums paid.

This information may also be shared with the police and other insurers for fraud prevention purposes.

Claims History

Under the conditions of **your** policy, **you** must tell **us** about any insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When **you** tell **us** about an incident, **we** will pass information relating to it to the relevant database.

We may search these databases when **you** apply for insurance, in the event of any incident or claim, or at time of renewal to validate **your** claims history or that of any other person or property likely to be involved in the policy or claim.

You should show these notices to anyone who has an interest in the property insured under the policy.

