

# Second Property Legal Expenses Including Let Insurance Cover

# Insurer

**Insurer: Financial & Legal Insurance Company Limited**

**Office Address: No 1 Lakeside, Cheadle Royal Business Park,  
Cheadle, Cheshire, SK8 3GW**

Financial & Legal Insurance Company Limited is authorised  
by the Prudential Regulation Authority and  
is regulated to operate in the UK by the Financial Conduct Authority  
(FCA Firm Registration Number: 202915)

# Why Would You Need This Insurance?

- Things in life happen.
- That is why we take out insurance, to cover the most common and potentially personal and financial damaging events.
- Your let property Buildings and Contents Insurance covers your property against specific risks and events, and only then against physical damage.
- So what about other events that can effect your life, like tax protection or property protection, you have paid for a product that does not work or a service that has not been delivered to agreed terms ???

# Product summary

- Maximum cover level option of up to £50,000 of legal assistance cover, should the policyholder become involved in a legal dispute regards their second property.

## Covers:

- Free 24x7 legal advice helpline
- Contract disputes (not including the sale or purchase of your home)
- Property protection (not including boundary disputes)
- Tax protection
- Legal Defence
- Attendance Expenses (up to £1000 per claim)

# Legal Advice Helpline



LEGAL HELPLINE SERVICE	Some Important Exclusions
<p><b>24/7 FREE LEGAL ADVICE LINE:</b> Free Legal Advice Telephone Helpline for legal issues falling under the jurisdiction of the courts of England, Scotland, Wales and Northern Ireland</p>	<ul style="list-style-type: none"><li>• The Legal Advice Helpline is not to be used as an alternative to making a claim under the policy and offers general advice only</li></ul>

# Contract Disputes

<b>CONTRACT DISPUTES</b>	<b>Some Important Exclusions</b>
<p>Provides cover for legal assistance or advice for contract disputes including buying, hiring or selling of goods or services.</p> <p>The agreement has to be entered into by you and was made during the period of cover, and the dispute is more than £100.</p> <p>The contract related to goods or services must relate to the 2<sup>nd</sup> property.</p>	<ul style="list-style-type: none"><li>• Any contract relating to your profession, business or employment (other than letting out the 2<sup>nd</sup> property)</li><li>• Any lease, licence or tenancy</li><li>• Contract relating to a motor vehicle</li><li>• The sale or purchase of any land or building other than the 2<sup>nd</sup> property.</li><li>• Any contract relating an insurance policy or financial product / service</li><li>• Contract is not confirmed in writing</li><li>• Construction/building work on any land, or designing, converting or extending any building other than at the 2<sup>nd</sup> property</li></ul>

# Property Protection

PROPERTY PROTECTION	Some Important Exclusions
<p>Provides cover for legal fees to pursue a civil claim relating to material property owned by you including nuisance and trespass</p> <p><i>- The value of loss under this section of cover must be &gt; £100</i></p> <p><i>- A section excess of £250 will apply for any nuisance and trespass related claims</i></p>	<ul style="list-style-type: none"><li>• A contract entered into by you</li><li>• Any building or land other than the 2<sup>nd</sup> property</li><li>• Someone legally taking their material property, whether they are offered money or not, or restrictions or controls placed on their material property by any government or public or local authority unless the claim is for accidental physical damage</li><li>• Work done by or on behalf of any government or public or local authority unless the claim is for accidental physical damage</li><li>• Any disputes relating to ownership of any land including boundary disputes other than at their 2<sup>nd</sup> Property</li><li>• The sale or purchase of any land or building including their 2<sup>nd</sup> Property.</li></ul>

# HMRC Tax Protection

HMRC TAX PROTECTION	Some Important Exclusions
<p>provides cover for proceedings in respect of a Full and/or Aspect personal tax enquiry by the HM Revenue and Customs (HMRC) and also includes cover for representing you in respect of a HMRC Value Added Tax appeal</p>	<ul style="list-style-type: none"><li>• In respect of Aspect Enquiries and Tax Intervention Enquiries the first £200 of Professional fees in each and every claim</li><li>• Any Event arising from a tax avoidance scheme</li><li>• Any Event caused or relating to business or employment interests, other than relating to the letting of the 2nd property</li><li>• Any Event caused by the failure of the Policyholder to register for Value Added Tax</li><li>• Any Event arising from any investigation or enquiries undertaken by HM Revenue and Customs, Special Investigations Section or Special Civil Investigations or the Revenue and Customs Prosecution office</li><li>• Any self employed persons</li></ul>



# Legal Defence

Legal Defence Covers	Some Important Exclusions
<p>Provides cover for your legal defence against prosecution arising from letting your 2<sup>nd</sup> property</p>	<ul style="list-style-type: none"><li>• where they plead or are advised to, or it is recommended that they should plead guilty by the Appointed Representative or duty solicitor</li><li>• where there are not Reasonable Prospects of Success of being acquitted of all charges</li><li>• where they are not acquitted</li><li>• where they have not applied for Legal Aid (even if it is unlikely to be accepted)</li></ul>

# Attendance Expenses

Attendance Expenses Covers	Some Important Exclusions
<p>Provides cover for their actual loss of wages/salary whilst attending court at the Authorised Representative's request or whilst defending a criminal prosecution that is accepted under the Legal Defence section of the policy.</p> <p><b><u>Attendance Expenses Section Limits Apply:</u></b> Maximum cover up to £100/day and a maximum of £1,000 per claim</p>	<ul style="list-style-type: none"><li>• No cover is provided for losses suffered by a business or self-employed persons</li><li>• Any losses other than contracted salary or wages</li><li>• No cover for loss of bonus or overtime</li><li>• Any losses that may be recovered from another source including the court</li></ul>

# Some Key Exclusions

The policy does not cover costs for the following:

- For a small claim
- Incurred in claiming damages or compensation in respect of a loss covered by another insurance policy
- Where the value / amount in dispute is disproportionate to the time and professional fees in its pursuit
- In respect of any matter that was not caused by a specific or sudden incident / event
- For insured events which happen outside of England, Wales, Scotland, NI
- For matters relating to motor vehicles
- For HMRC tax enquiries of self-employed persons

**For further exclusions, please refer to the main policy wording.**

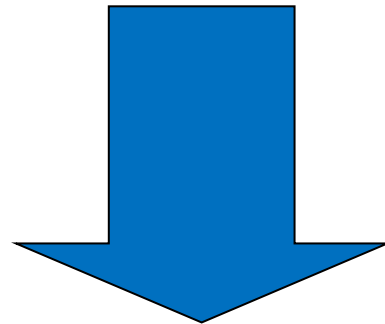
# FAQs

<b>What is Lexelle Second Property Legal Expenses Insurance?</b>	In brief, Lexelle's Second Property Legal Expenses Insurance is designed to provide cover to support families with some of their more common potential legal issues. This includes problems with Property Protection, HMRC Tax Enquiries, Contract Disputes and Legal Defence.
<b>Is there a limit to the legal costs this policy will cover me for?</b>	The full indemnity limit for legal fees and assistance is £50,000 in any one period of insurance. Some policy sections have specific limits e.g Attendance Expenses payment = £1,000. Please refer to the full policy wording for all details.
<b>Will this policy cover me for disputes when buying a new house to let as a 2<sup>nd</sup> property?</b>	No – the Lexelle Second Property LEI policy excludes cover for disputes related to the sale or purchase of a property other than the 2 <sup>nd</sup> property on cover.

# FAQs

<p><b>I have legal cover on my Motor Policy why do I need this as well?</b></p>	<p>Motor legal expenses will normally be restricted to support you in pursuing claims for recovery of uninsured losses arising from a non-fault car accident. This policy covers other issues and does not provide assistance for matters relating to a motor vehicle.</p>
<p><b>In the event of a claim can I use my own Solicitor?</b></p>	<p>The policy covers for Lexelle to appoint a solicitor, counsel, claims handler, mediator or other qualified person to represent you. The policy will not cover someone else to act for you where they were instructed without our prior written approval.</p>
<p><b>How do I make a claim on my Second Property Legal Insurance Policy?</b></p>	<p>To make a claim refer to the claims procedure detailed in your policy. Tel: <b>0114 249 3300</b></p>

# Second Property Legal Expenses Some Real Example Claims Cases



\*Names have been removed to protect the innocent and meet DPA

# Employment

- Insured contacted us in respect of an issue at work, grievance.
- The helpline provided the insured with information regarding their employment rights and advised that, if not satisfied with the outcome of the grievance procedure, to come back to us.
- The insured did come back, they were so unhappy with the treatment they had received and continuing to receive they felt they had to leave AKA Constructive Dismissal.
- We (our agents) acted took further instructions from the insured and reviewed the case.
- We acted for the insured and successful settled the matter via a compromise agreement, £'s for the insured and a good reference.

# Contract Dispute (Goods & Services)

- Client purchased replacement windows.
- She was not happy with the finish, including stiff locks, and drafts coming through.
- The agent tried to resolve the issues but client still not happy.
- As there was no clear way of evidencing the issue, the client had to obtain a surveyors report to substantiate this.
- Upon receipt of the report we validated the claim and handled the dispute,
- The matter could not be settled amicably and in view of the value involved, the policy covered solicitors to sue.
- Court subsequently found in favour of the insured, rectification works were undertaken to an acceptable standard (involved replacement of some components)



# Helpline

- Insured called to make a claim as concerned that next door (adjoining) was building an extension and it included using the shared (party wall). They were concerned that damage may be caused and the neighbour had not given notice under the party wall act.
- We enquired if there was any evidence damage would be caused but the insured had none, they were just worried it might.
- We explained, whilst the party wall act exists the courts do not compensate or take any action if it is not complied with. We also advised we could not take any action to prevent the work on the basis that it might happen, it needs to be probable and then with supporting expert evidence before it can be considered.
- We did however suggest they take various photos of walls, ceilings etc. to show the current state, and then if damage occurred we would have evidence to support a claim.
- The insured thanked us for the advice and we did not hear anything further from them.