



# Landlords Legal Expenses Insurance & Rent Guarantee Policy

**MASTER CERTIFICATE NO: LLANDRG / 09 / 2015**

This Landlords Legal Expenses Insurance Policy is administered by Auto Legal Protection Services Ltd (ALPS), has been arranged by Lexelle Limited, with UK General Insurance Ltd on behalf of Ageas Insurance Limited, Registered in England No.354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA

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## POLICY CLAIMS

This is a "claims made" legal expenses insurance which means that subject to the terms of this policy, **you** are covered for claims under this insurance as long as during the **period of insurance you** notify **us** as soon as **you** become aware of any **event** which may give rise to a claim under this policy.

All potential claims must be reported initially to the Claims Helpline on Tel: **0114 220 1794**. Failure to contact the Claims Helpline may invalidate any claim. **You** must notify **us** of **your** claim by telephoning **us** on Tel: **0114 220 1794** quoting

the **Master Certificate Number** shown above. Delay may prejudice **your** legal position. If **you** are in any doubt about **your** need to notify **us** of a claim under this insurance or **your** eligibility to make such a claim **you** should telephone **us** and ask to speak to one of **our** legal advisers. **We** will send **you** a claim form. **You** must fill this in fully and truthfully and return it to **us** and give **us** at **your** own cost any information or evidence that **we** may reasonably need in order to assess **your** claim including a copy of the policy **schedule**.

## TENANT REFERENCING - IMPORTANT POLICY CONDITIONS

For this policy to be valid all **Tenants** in the **Let Property** have to be FULLY referenced and passed the relevant checks (see below) in order to establish they are able to meet the tenancy terms, this includes a report by a Licensed **Tenant Reference Company** along with written references. A formal **Tenancy agreement** along with all satisfactory checks must be in place prior to **your tenants** renting the **Let Property**:

The following **Tenants Checklist** provides greater detail of the conditions that **must** be met from the **START** of the **Tenancy agreement** (Valid Types of **Tenancy agreement** are listed in the Policy Terms & Conditions. (See "Policy Definitions - **Tenancy agreement**")

### Tenancy Checklist:

- Copies of 2 forms of identification, including one which contains a photograph
- A recent Utility Bill or Bank Statement
- Recent Credit Check within 45 days of the **Tenancy agreement** and within 12 months prior to the commencement of the policy

- The Credit Check must be clear of CCJ's (last 3 years and none outstanding), show no previous bankruptcies and demonstrates the **tenant** or guarantor's ability to meet their rent commitments.
- Satisfactory reference from either the **tenant's** employer or the last landlord along with one from another referee
- All documentation received must show that the **tenant** is able to meet the requirements of the **tenancy agreement**.

Please note: If any doubts as to the integrity or financial standing of the **tenant** are expressed in any **Tenant Reference** or other documentation or there is a lack of response to any enquiry, **you** must obtain **our** approval prior to commencement of the letting. On the making of any claim **you** should be in a position to forward not only copies of the references to **us** but also copies of the letters requesting the same. **You** shall not allow any **tenant** into occupation until the first month's rent and the dilapidations deposit payment have been cleared in the managing agent's bank account (or alternatively cash has been received).

## POLICY DEFINITIONS

Wherever the following words are expressions appear in **bold** type and they have the meaning given to them below:

### Costs – up to the limit of cover

Unrecovered **professional fees** which **you** are liable to pay to **your professional adviser**; and **professional fees** **you** are ordered to pay or have agreed to pay (with **our** permission in writing);

### Guarantor

The individual or organisation shown in the **tenancy agreement** and the **policy schedule** that is the subject of a written **tenant reference** and provided a financial guarantee of the **tenant(s)** performance of their obligations under the **tenancy agreement**;

**Insured/you/your** - the person(s) named as insured in the **policy schedule**;

### Insured event(s)

1. An incident or the first of a series of incidents where the **tenant(s)** fails to perform their obligations set out in the **tenancy agreement** relating to their rightful occupation of the **insured property**.
2. **You** discover that someone is living in **your property** without **your** permission.

**Limit of cover** - the amount stated in the **policy schedule** being the maximum sum **we** will pay for all claims under this policy arising from one or more **insured events** occurring at the same time, in the same place or from the same cause;

Sections 1 and 2: £50,000;  
Section 3: £1,500;

Section 4: Rent Guarantee : £2,500 per month for a maximum of 6 or 12 months (as detailed in **your Policy Schedule**)

**Period of insurance** - the period for which **we** have agreed to cover **you** and for which **you** have paid the premium as detailed on the **policy schedule**;

### Policy Excess

The amount **you** must pay towards any claim:

Sections 1-3 - Nil Excess

Section 4 - One month's rent;

**Policy schedule** - The document which shows **your** details and this insurance and is attached to and forms part of this policy;

**Professional adviser** - A solicitor, counsel, claims handler or mediator, or other appropriately qualified person appointed and approved by **us** under the terms and conditions of this policy to represent **your** interests;

**Professional fees** - Legal fees and **costs** reasonably and properly incurred by the **professional adviser**, with **our** prior written authority including **costs** incurred by another party for which **you** are made liable by Court Order, or may pay with **our** consent in pursuit of a civil claim in the **territorial limits** arising from an insured **event**. **Professional fees** will include VAT where it cannot be recovered. This includes disbursements as long as these are in respect of services supplied by a third party, that the services are distinct and separate from the services supplied by the **professional adviser** and that **our** prior permission has been obtained prior to incurring any disbursement cost in excess of £500 including VAT;

**Property** - the private dwelling including garages outbuildings and fixtures and fittings all used solely for domestic purposes and comprised in the tenancy;

**Prospects of success** – in our opinion:

- a. it is more probable than not, i.e. a greater than 50% chance, that **you** claim will succeed assuming it is determined at a final hearing and **you** will be able to obtain the compensation or result **you** are seeking; and
- b. **you** interests cannot be better achieved by other means;

**Standard professional fees** - The level of **professional fees** that would normally be incurred by **Us** in using a nominated professional advisor of **our** choice;

**Tenant**

The individual(s) or company entitled to the tenancy of the **property**;

**Tenant reference**

1. A recent credit check made within the twelve months prior to the date of commencement of the **period of insurance** and within 45 days of the **tenancy agreement** against the **tenant** and any guarantor and obtained from a licensed **tenant** referencing company showing:
  - a) no County Court Judgements in the past three years; and
  - b) no outstanding County Court Judgements; and
  - c) the **tenant's** or **guarantor's** financial ability to meet the rent commitment; and
  - d) that it is reasonable in the circumstances following receipt of the outcome of the credit check to grant a **tenancy agreement** to the **tenant**;
2. A satisfactory reference from either the **tenant's** employer, or a last landlord, and one other referee.
3. Copies of two forms of identification, one of which **must** contain a photograph.

Please note: The above **tenant reference** criteria is a requirement of the policy and if **you** have any doubts as to the integrity or financial standing of the **tenant** or their ability to meet the terms of the **tenancy agreement** in any way including via the **tenant reference** then **you** should contact the Claims Helpline for **Our**

prior agreement that cover can be accepted. **We** may advise, following review of the information provided that **we** will require a guarantor or **we** may refuse to provide cover for the said **tenant**.

Also, **you** should not allow any **tenant** into occupation of **your property** until the first month's rent and dilapidations security deposit has been paid and cleared.

**Tenancy agreement** - A **tenancy agreement** in writing made between **you** and the **tenant** which is an assured Shorthold **Tenancy agreement** within the meaning of the Housing Acts 1988 and 1996, or a Short Assured Tenancy or an Assured Tenancy as defined in the Housing (Scotland) Act 1988, or a **tenancy agreement** in which the **tenant** is a limited company. In Northern Ireland the agreement between **you** and the **tenant** to let the **property** must not be a Protected Tenancy or a Statutory Tenancy within the meaning of the Rent (NI) Order 1978, nor a Protected Shorthold Tenancy within the meaning of Housing (NI) Order 1983, or a **tenancy agreement** in which the **tenant** is a limited company, or a **tenancy agreement** or lease of a commercial premises. Or any other residential tenancy;

**Territorial limits** - The United Kingdom (meaning England, Scotland, Northern Ireland, Wales);

**Unoccupied** - not lived in by **You** or a person authorised by **You**;

**We, us, our** - UK General Insurance Limited on behalf of Ageas Insurance Limited;

**Your property** - the **property** to be insured. If there is more than one **property**, the policy limits and exclusions apply separately to each **property** in the same way as if each had been insured by a separate policy;

## WHAT IS COVERED

Subject to the terms of this policy, **you** are covered for the following as long as:

- a. during the **period of insurance**:
  - i. **you** become aware; and
  - ii. **you** notify **us**;  
of an **event** which may give rise to a claim under this insurance; and
- b. the **event** happens within the **period of insurance**. Where **your** claim arises from a series of **events** then the first of these must happen within the **period of insurance**.

### Section 1 - Pursuit

**We** will negotiate for **your** legal rights:

- a. after an incident of physical damage to **your property**. The amount in dispute must be more than the security deposit or £1,000, whichever is the greater.
- b. in trying to get possession of **your property** that **you** have let:
  - i. under a **tenancy agreement**. **You** must be trying to get possession under:
    - a. Schedule 2, Part I (Grounds 1 to 8) of the Housing Act 1988; or
    - b. Schedule 5, Part I (Grounds 1 to 8) of the Housing (Scotland) Act 1988; or
    - c. Section 21 of the Housing Act 1988 including the Accelerated Possession procedure; or
    - d. Section 33 Housing (Scotland) Act 1988.

**You** must give the **tenant** correct notices telling him or her that **you** want possession of **your property**.

- ii. to a company or partnership and **your property** has been let for people to live in.
- c. to evict anyone (including squatters) in **your property** who has not got **your** permission to be there.
- d. to recover any rent **your tenant** owes **you** for **your property** up to vacant possession.

### Section 2 - Defence

To defend **your** legal rights if an incident arising from **you** letting **your property** leads to **you** being prosecuted in a criminal court.

### Section 3 - Hotel Expenses

**We** will pay up to £50 per day up to the limit of cover for hotel expenses, where no other alternative accommodation is available, while **you** try to get a possession order for **your property** so **you** can live in it.

### Section 4 - Rent Guarantee

Any rent:

- i. two months or more outstanding (in England and Wales) or
- ii. three months or more outstanding (in Scotland) **your tenant** owes **you** up to vacant possession under a tenancy defined in section 1 (b) of this policy provided that such arrears occur during the **tenant's** occupation of **your property** and **we** are providing cover under section 1 for **you** to get possession of **your property**.

**We** shall not be liable for:

- a) more than 6 monthly payments;
- b)
  - i. In England and Wales the first month's rent owed to **you**; or
  - ii. In Scotland the first and second month's rent owed to **you**;
- c) any advance amounts or deposits paid to **you** by the **tenant** that are not required for the repair of dilapidations. Receipts may be offset against settlement of a claim.

**We** shall be entitled to take over and conduct in **your** name the defence or settlement of any claim, or to prosecute for **our** own benefit any claim for indemnity or damage or otherwise, and shall have full discretion in the conduct of proceedings or in the settlement of any claim. **You** will give **us** all such information and assistance as **we** may require.

**You** will not be able to use:

- i. Schedule 2, Part I, Ground 8 of the Housing Act 1988 (as amended), to seek possession of **your property** until two months' rent is owed to **you**;
- ii. Schedule 5, Part I Ground 8 of the Housing (Scotland) Act 1988 (as amended) to seek possession of **your property** until three months' rent is owed to **you**.

## WHAT IS NOT COVERED

### A. The excess, any compensation, penalty or taxes

### B. Excluded claims

1. Any claim:
  - a. reported to **us** after the **period of insurance** expires;
  - b. where **your** delay during the **period of insurance** in telling **us** of an **event** has prejudiced **our** position;
  - c. arising from an **event** which happens, or a series of **events** which starts, before the start of the **period of insurance**;
  - d. arising from an **event** which happens, or a series of **events** which starts outside the **period of insurance**;
  - e. arising from any **event** which happens outside the **territorial limits**;

where before the start of the **period of insurance** in **our** opinion the insured was aware, or should have been aware, that a claim was likely to be made;

- f. relating to registering rents, buying the freehold of **your property** or any matter which relates to rent tribunals, land tribunals or rent assessment committees unless **you** are defending an action brought against **you** by **your tenant**;
- g. relating to anyone including any government, public or local authority legally taking **your property** from **you**;
- h. relating to any works by or under the order of any government, public or local authority;
- i. relating to the settlement payable under an insurance policy; which is false or fraudulent.

2. Any claim concerning or arising from:
  - a. anything to do with building, rebuilding, converting or extending all or part of a building;
  - b. town and country planning laws and regulations;
  - c. subsidence, land heave, land slip, mining or quarrying;
  - d. an alleged dishonest or malicious act by **you**;
  - e. a dispute between **you** and **us** about this legal expenses cover;
  - f. any application for judicial review;
3. Any claim directly or indirectly caused by or contributed to or arising from:
  - a. ionising radiations or contamination by radioactivity from any radiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or any nuclear component;
  - c. war, terrorism, riot, revolution or other similar **event**;
  - d. any software, stored program, computer, device or system failing (or partly failing) because of a date-based **event**; Terrorism in this context shall mean an act including but not limited to the use of force or violence or any threat thereof, of any person or group of persons whether acting alone or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government or to place the public or any section of the public in fear.

## C. Excluded Costs

1. **Costs:**
  - a. incurred prior to written confirmation from **us** that the claim has been accepted or **professional fees** beyond those for which **we** have given **our** prior approval in accordance with the terms and conditions of the cover;
  - b. relating to any disagreement with **your tenant** when the **event** is within the first 90 days of the start of the **period of insurance** and the **tenancy agreement** started before the start of the **period of insurance**;
2. **you** pay or agree to pay before **we** have accepted **your** claim in writing and **your** solicitor confirms in writing that he or she will co-operate with **you** to keep to the terms of this legal expenses cover;
3. for more than **we** have agreed;
4. where **you** have entered into a conditional fee agreement or any other form of alternative funding without obtaining **our** permission in writing first;
5. arising from **your** or **your professional adviser's** unreasonable behaviour or failing;
6. where **you** do not meet **your** duties under this policy or **you** or **your professional adviser** are responsible for anything which in **our** opinion prejudices **our** position

## CLAIMS

### Reporting of your claim

All potential claims must be reported initially to the Claims Helpline for advice and support. Failure to contact the Claims Helpline may invalidate any claim **you** wish to make.

This is a "claims made" legal expenses insurance which means that subject to the terms of this policy, **you** are covered for claims under this insurance as long as during the **period of insurance you** notify **us** as soon as **you** become aware of any **event** which may give rise to a claim under this policy.

For the avoidance of doubt, if there is more than one **event** arising from the same cause then **you must** tell **us** as soon as possible after the first such **event**.

**You** must notify **us** of **your** claim by telephoning **us** on Tel: **0114 220 1794** quoting **LLANDRG / 09 / 2015**. Delay may prejudice **your** legal position. If **you** are in any doubt about **your** need to notify **us** of a claim under this insurance or **your** eligibility to make such a claim **you** should telephone **us** and ask to speak to one of **our** legal advisers.

**We** will send **you** a claim form. **You** must fill this in fully and truthfully and return it to **us** and give **us** at **your** own cost any information or evidence that **we** may reasonably need in order to assess **your** claim including a copy of the policy **schedule**.

UK General Insurance Limited is an insurer's agent and in the matters of a claim act on behalf of Ageas Insurance Limited.

### Acceptance of your claim

**We** will pay **costs** incurred after **we** accept **your** claim in writing and **your professional adviser** confirms in writing that they will co-operate with **you** to keep to the terms of this policy.

**We** will only meet the **costs** of **your** claim:

- a. which have been agreed in advance by **us** as to both amount and purpose; and
- b. as long as there are **prospects of success**.

If at any stage **we** consider that **your** claim does not have **prospects of success**, **we** will give **you** an explanation of **our** decision in writing. **We** will not provide any further cover for **your** claim. If **you** disagree with **our** decision, **you** can refer the matter to an arbitrator under condition 12.

### Customer satisfaction

It is the intention to give **you** the best possible service but if **you** do have any questions, concerns or complaint about the handling of this insurance or the handling of a claim

**you** should contact the Claims Manager at Lexelle Ltd. The contact details are: Claims Manager, Lexelle Ltd, P.O. Box 4428, Sheffield, S9 9DD. Tel 0114 249 3300 Fax 0114 249 3323.

Please ensure **your** policy number is quoted in all correspondence to assist a quick and efficient response.

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 less than €2 million and fewer than ten staff. **you** may contact the may contact the Financial Ombudsman Service at: Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR, TEL 0300 123 9 123

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

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

## POLICY CONDITIONS

### 1. Conduct

**You** shall:

- a. not allow an adult **tenant** into possession other than on the basis of an already completed **tenancy agreement** duly signed by all parties;
- b. ensure that any relevant statutory pre-grant notices are served in the correct form on the **tenant** prior to the grant of the tenancy;
- c. prior to the grant of any tenancy make all relevant and necessary searches to reveal county court judgements in the last three years against the proposed **tenant** by name;
- d. prior to the grant of any tenancy **you** must obtain a minimum of a **tenant reference**. If any doubts as to the integrity or financial standing of the **tenant** are expressed in any reference or there is a lack of response to any enquiry, to obtain **our** approval prior to commencement of the letting. On the making of any claim **you** should be in a position to forward not only copies of the notices to **us** but also copies of the letters requesting the same. **You** shall not allow any **tenant** into occupation until the first month's rent and the dilapidations deposit payment have been cleared in the managing agent's bank account (or alternatively cash has been received);
- e. ensure that **you** comply with the requirements of any statutory tenancy deposit scheme;
- f. ensure that all statutory requirements are complied with regarding the issue and service of notices of intention to take proceedings;
- g. ensure that all pre-agent notices and pre-proceeding notices are served personally with the person serving the notice if possible retaining a copy of the notice duly signed and dated by way of receipt by the recipient(s) of the notice;
- h. prepare prior to the grant of the tenancy a detailed inventory allowing space for comments to be made as to the condition of the items in the inventory on check in and comments to be made later on check out of **your property**;

- i. conduct regular inspections of the **property** (by reference to such inventory) at no less intervals than every six months;
- j. as soon as possible after a **tenant** has checked out or has otherwise vacated **your property**, prepare a detailed **Schedule** of Dilapidations;
- k. keep clear up-to-date rental records;
- l. ensure that where a **tenant** makes payment of rent that such payment is only received on the express understanding that it is being taken on account of the longest outstanding sum of arrears that are then due and that it is received without prejudice to any termination notice and/or to any proceedings taken pursuant thereto. Where the **tenant** is a company the **professional adviser's** advice must be taken before any arrears of rent are accepted;
- m. ensure that any claims are accompanied by **our** fully completed claims form and submitted to **us** within 90 days of the rent falling into arrears;
- n. send a letter threatening legal action within 45 days of rent falling into arrears;
- o. contact the **tenant** at the **tenant's** place of employment within 28 days of any rent falling into arrears.

### 2. Premium

The policyholder named in the **schedule** must have paid the relevant premium and have been declared to **us** as having done so.

### 3. Appointment of professional adviser

At any time before **we** agree that **Legal Proceedings** need to be issued, **we** will choose a **professional adviser** to act for **you**.

If **Legal Proceedings** have been agreed by **us**, **you** may nominate **your** own **professional adviser** whose name and address **you** must submit to **us**. In selecting **your professional adviser you** shall have regard to the common law duty to minimise the cost for **your** claim. Any dispute arising from this shall be referred to Arbitration in accordance with the policy conditions.

When **you** have elected to **use your own** nominated **professional adviser** you will be responsible for any **professional fees** in excess of our standard **professional fees**.

If **you** discontinue **your** instructions to **your professional adviser** without our prior written permission, **our** will stop at once **we** may recover any **costs** already paid from **you**.

#### 4. Conduct of your claim

**You** must immediately tell **your professional adviser** to:

- a. provide **us**, as soon as possible, with:
  - i. their views on the merits of **your** claim; and
  - ii. their hourly rate and estimate of the total **costs** of pursuing or defending **your** claim; and
  - iii. any information, document or file (including **your professional adviser's** files) relating to **your** claim, whether or not privileged, that **we** may ask for.
- b. keep **us** fully updated during **your** claim:
  - i. on the progress of **your** claim, including any offers to settle; and
  - ii. of any change in their views on the merits of **your** claim; and
  - iii. of any change to their estimate of **costs**.

**We** will set spending limits for **your professional adviser's** fees and payments during **your** claim. If a limit is exceeded without our prior written permission, **we** will not pay for any fees and payments above the relevant spending limit. These limits will not affect **our** rights under condition 11.

#### 5. Co-operation with us and your professional adviser

**You** will co-operate with:

- a. **us** at all times and reply promptly to any correspondence about **your** claim; and
- b. **your professional adviser** at all times and give them all information that they need and will attend meetings and hearings whenever **you** are asked to.

#### 6. Investigation and payment of your claim

**We**, or **our** agents, may investigate **your** claim. In **our** absolute discretion, **we** pay **you** an amount equal to **our** estimate of the value of **your** legal claim, or that made against **you**, instead of providing cover for **your costs**. 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 or exaggerated, then this policy will become void, no premium will be refundable and **we** shall be entitled to recover any monies previously paid to **you**. **We** may also share this information with the appropriate law enforcement authorities.

#### 7. Settlement

**You** or **your professional adviser** must immediately write to tell **us** of any offer made to settle **your** claim including offers relating to **costs**. **You** must not accept any offers without getting **our** permission first. **We** will not withhold **our** consent in relation to an offer that a **professional adviser** would recommend to a private client who is paying his or her own fees.

If **you** do not accept an offer **we** consider to be fair, **we** will not pay any further **costs**.

#### 8. Withdrawing and discontinuing

If **you** withdraw from or discontinue (stop) **your** claim without getting **our** permission in writing first then **we** will not pay **costs** and will be entitled to recover from **you** any fees and payments made or charged before the withdrawal or discontinuance. **We** will not withhold **our** permission in relation to a withdrawal or discontinuance that a solicitor would recommend to a private client who is paying his or her own fees.

#### 9. Assessment and recovery of costs

**You** must, if **we** ask **you**, tell **your professional adviser** to send all of their files and any bill of **costs** for assessment by a court or certification by the appropriate professional body or auditing by cost consultants appointed by **us**.

**You** must:

- a. take steps to recover **costs** awarded or agreed to be paid to **you**; and
- b. immediately pay **us** any **costs** recovered, or tell **your professional adviser** to do so.

If **you** pay or agree to pay **costs** above the limit of cover in order to end **your** case, any **costs** awarded or agreed to be paid to **you** will be divided between **us** and **you** to reflect the proportion of **costs** that both **we** and **you** have paid or, but for the recovery of **costs** from **your** opponent(s), would be liable to pay. **You** will pay **us** or tell **your professional adviser** to pay to **us** the amount that is due to **us** immediately.

#### 10. Disputes

Either **you** or **we** may refer any dispute to an arbitrator who will be a solicitor or barrister. If **we** cannot agree on an arbitrator the Chartered Institute of Arbitrators will choose one. The arbitration will be under the Arbitration Acts in force and will be binding on the parties. If the arbitrator decides that **you** should pay the **costs** of the arbitration, **we** will not pay these under this policy.

#### 11. Agreement

**We** are not bound by any agreement that **you** or **your professional adviser** make without **our** prior approval or permission.

#### 12. Waiver

If **we** waive(s) any right or breach of any term of this policy, this will not waive any other right or later breach.

#### 13. Transferring your rights

**You** cannot transfer **your** rights under this policy. A person, partnership (whether limited or not) or company who is not a party to this policy has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

#### 14. The law that applies

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 (meaning England, Scotland, Northern Ireland and Wales) in which **your** main residence is situated.

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## CANCELLATION

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

Thereafter **you** may cancel the insurance cover at any time by informing **your** Broker however no refund of premium will be payable.

The Insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you**

at **your** last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

Provided the premium has been paid in full **you** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

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## COMPENSATION SCHEME

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if Ageas cannot meet its financial obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk)

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## DATA PROTECTION ACT 1998

Please note that any information provided to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

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## CONSUMER INSURANCE ACT

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to supply accurate and complete answers to all the questions in the declarations that **you** made when purchasing this policy and to make sure that all information supplied is true and accurate. **You** must tell **us** of any changes to the answers **you** have given as soon as possible. Failure to advise **us** of a change to **your** answers may mean that **your** policy is invalid and that it does not operate in the **event** of a claim.

# Landlords Legal Expenses Insurance & Rent Guarantee Policy Summary

MASTER CERTIFICATE NO: LLANDRG / 09 / 2015

## Introduction

This Residential Landlords Legal Expenses Insurance Policy with Optional Rent Guarantee Cover is administered by Auto Legal Protection Services Limited (ALPS), arranged by Lexelle Limited and is underwritten by UK General Insurance Limited on behalf of Ageas Insurance Limited.

Some important facts about this Legal Expenses policy are summarised in this document. This summary does not describe all of the terms and conditions of the policy, so you will need to take time to read the insurance policy wording to make sure that you understand the cover that it provides. All references below to the cover provided are contained within the full policy wording. Please note that a full policy wording is available for your inspection upon request.

## Type of insurance

The policy is designed for Residential Landlords that wish to cover themselves for the cost of Legal Fees in the event of a breach of tenancy agreement. The policy will cover the cost of professional fees charged by a claims handler, or solicitor following a specific occurrence, provided that occurrence is detailed within the policy wording and is not specifically excluded within the policy schedule issued. There is an optional cover that will provide payment of unpaid rent up to a selected monthly limit for up to a maximum of 6 months.

## TENANT REFERENCING - IMPORTANT POLICY CONDITIONS

For this policy to be valid all Tenants in the Let Property have to be FULLY referenced and passed the relevant checks (see below) in order to establish they are able to meet the tenancy terms, this includes a report by a Licensed Tenant Reference Company along with written references. A formal Tenancy agreement along with all satisfactory checks must be in place prior to your tenants renting the Let Property :-

The following Tenants Checklist provides greater detail of the conditions that must be met from the START of the Tenancy agreement (Valid Types of Tenancy agreement are listed in the Policy Terms & Conditions. (See "Policy Definitions - Tenancy agreement")

### Tenancy Checklist:

- Copies of 2 forms of identification, including one which contains a photograph
- A recent Utility Bill or Bank Statement
- Recent Credit Check within 45 days of the Tenancy agreement and within 12 months prior to the commencement of the policy

- The Credit Check must be clear of CCJ's (last 3 years and none outstanding), show no previous bankruptcies and demonstrates the tenant or guarantor's ability to meet their rent commitments.
- Satisfactory reference from either the tenant's employer or the last landlord along with one from another referee
- All documentation received must show that the tenant is able to meet the requirements of the tenancy agreement.

Please note: If any doubts as to the integrity or financial standing of the tenant are expressed in any Tenant Reference or other documentation or there is a lack of response to any enquiry, you must obtain our approval prior to commencement of the letting. On the making of any claim you should be in a position to forward not only copies of the references to us but also copies of the letters requesting the same. You shall not allow any tenant into occupation until the first month's rent and the dilapidations deposit payment have been cleared in the managing agent's bank account (or alternatively cash has been received).

## WHAT IS COVER

### 1. PURSUIT

We will negotiate your legal rights :

- After an incident of physical damage to your property in trying to get possession of your property that you have let under a Tenancy agreement. Note:- you must be trying to regain possession under the relevant Housing Act or Housing (Scotland) Act.
- To evict anyone (including squatters) in your property who has not got your permission to be there
- To recover any rent your tenant owes for your property

**POLICY LIMITS - £ 50,000**

**EXCESS - Nil**

### 2. DEFENCE

We will Defend your legal rights if an incident arising from your letting your property leads to you being prosecuted in a criminal court.

**POLICY LIMITS - £ 50,000**

**EXCESS - Nil**

### 3. HOTEL EXPENSES

We will pay up to £50 per day up to the limit of cover for hotel expenses, where no alternative accommodation is available, whilst you try to get a possession order for your property so that you can live in it.

**POLICY LIMITS - £ 1,500**

**EXCESS - Nil**

### 4. RENT GUARANTEE (Cover - only operative if shown in your schedule)

Any rent your tenant owes you up to vacant possession under a formal Tenancy agreement as defined in Section 1b of the main policy terms and conditions. This is on the condition that the rent arrears occur during the tenant's occupation of your property and that we are providing cover under Section 1 for you to regain possession of your property.

Key Conditions:

- There must be 2 months or more rent outstanding in England and Wales prior to claim
- There must be 3 months outstanding in Scotland prior to claim
- A maximum of 6 monthly rent payments are covered
- We shall not be liable for any advance amounts or deposits paid to you by the tenant that are not required for the repair of dilapidations. Receipts may be offset against settlement of a claim.

**POLICY LIMITS - Monthly rent sum as defined in your policy schedule**

**EXCESS - One month's rent (England & Wales) , Two month's rent (Scotland)**

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## SIGNIFICANT AND UNUSUAL EXCLUSIONS, CONDITIONS OR LIMITATIONS

The policy will exclude claims where the incident falls outside of the scope of cover provided by the policy wording or where this is subject to a specific exclusion or limitation. Please refer to the policy wording for full details. The most significant or unusual exclusions or limitations are outlined below.

- Any claim reported to us (a) after the period of insurance expires.
- Any claim arising from an event that starts outside of the policy period of insurance
- Any claim where any disagreement with your tenant is within the first 90 days of the start of the policy period and the Tenancy agreement started before the start of the policy period.
- Any claim where your delay in reporting an event has prejudiced the Insurer's position.
- Any claim concerning or arising from :-
  - (a) building, rebuilding, converting or extending all or part of a building
  - (b) town and country planning laws and regulations
  - (c) subsidence land heave, landslip, mining or quarrying
  - (d) an alleged dishonest or malicious act by you
  - (e) a dispute between you and us and/or the Insurer about this Legal Expenses Policy and
  - (f) any application for judicial review
- Any claim relating to any works by or under the order of any government, public or local authority
- Any claim directly or indirectly caused by or contributed from:-
  - (a) ionising radiations or contamination by radioactivity from any radiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or any nuclear component
  - (c) war, terrorism, riot, revolution or other similar event;
  - (d) any software, stored program, computer, device or system failing (or partly failing) because of a date-based event;
- You must obtain or have obtained and be able to produce an up to date satisfactory Tenant Reference prior to the granting of the tenancy. See **TENANT REFERENCE REQUIREMENTS** on page one.
- You must ensure that you comply with the requirements of any statutory rent deposit scheme
- You must ensure that all pre-agent notices and pre-proceeding notices are served personally, with the person serving the notice, if possible, retaining a copy of the notice duly signed and dated by way of receipt by the recipient(s) of the notice.
- Please note that if you should engage the services of a solicitor prior to making contact with us any costs that you incur are not covered by this Insurance.
- The jurisdiction and territorial limits of the policy is The United Kingdom

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## DURATION OF THE CONTRACT

The cover provided by the policy is normally for a 12 month period. Where this is altered, it will be clearly shown within the quotation provided and policy schedule subsequently issued.

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## CANCELLATION

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

There after you may cancel the insurance cover at any time by informing your Broker however no refund of premium will be payable.

The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to

you at your last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

Provided the premium has been paid in full you will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

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## MAKING A CLAIM

You must notify us as soon as you become aware of any event which may give rise to a claim under this policy. If you become aware of any event that may result in a claim, please telephone us on Tel: **0114 220 1794** quoting Master Certificate Number **LLANDRG / 09 / 2015** as soon as possible to tell us about it.

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## HOW TO MAKE A COMPLAINT

It is the intention to give you the best possible service but if you do have any questions, concerns or complaint about the handling of this insurance or the handling of a Claim you should contact the Claims Manager at Lexelle Ltd. The contact details are: Claims Manager, Lexelle Ltd, P.O. Box 4428, Sheffield, S9 9DD. Tel 0114 249 3300 Fax 0114 249 3323.

Please ensure your policy number is quoted in all correspondence to assist a quick and efficient response.

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 less than €2million and fewer than ten staff. You may contact the Financial Ombudsman Service at: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, Docklands, London, E14 9SR. Tel 0845 080 1800.

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

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## DATA PROTECTION ACT 1998

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## COMPENSATION SCHEME

In the event that Ageas Insurance Limited is unable to meet its liabilities you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). Further information can be found in your policy under the "Compensation Scheme".

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## 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 (meaning England, Scotland, Northern Ireland and Wales) in which your main residence is situated.