

Landlord's Legal Expenses Insurance
policy wording



*home
& legacy*

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About Home and Legacy Insurance Services Limited

Registered Office: 57 Ladymead, Guildford, Surrey, GU1 1DB United Kingdom. Registered in England & Wales No.3007252.
Authorised and regulated by the FSA. Our FSA register number is 307523 and our permitted business is advising on, and arranging general insurance contracts.

Please note that telephone calls may be recorded and/or monitored.

Home & Legacy Landlord's Legal Expenses Insurance

Home and Legacy Landlord's Legal Expenses Insurance is administered by Home and Legacy Insurance Services Limited who act on behalf of the **insurer**. Home and Legacy Insurance Services Limited is a wholly owned subsidiary of Allianz Holdings Plc. and is registered in England Number 3007252, Registered office: 57 Ladymead, Guildford, Surrey, GU1 1DB. Home and Legacy Insurance Services Limited is authorised and regulated by the Financial Services Authority (FSA), Register number 307523 and **you** can check this on the FSA's register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

The insurance is arranged by FirstAssist Insurance Services Limited and underwritten by Great Lakes Reinsurance (UK) PLC.

Your Landlord's Legal Expenses Insurance policy is a contract between **you** and the **insurer**. The basis of this contract is the information which **you** have supplied and/or the Statement of Facts, including the declaration which **you** have checked to **your** satisfaction. Please take time to read all parts of the policy to make sure they meet **your** needs and that **you** understand the terms, exclusions and conditions. If **you** wish to change anything or if there is anything **you** do not understand, please let **your insurance intermediary** know or tell the **administrator**.

Introduction

Many of the words and phrases used in this Landlord's Legal Expenses policy have special meanings. These words are highlighted throughout the whole of the policy wording by the use of **bold print**. For the meanings of the words and phrases used refer to 'the meaning of words' on pages 4–5.

Please examine this policy and if it is not correct return it immediately to **your insurance intermediary** who will arrange for it to be amended, or return it to the **administrator**.

The parts of the policy are:

a) this Introduction, the General Conditions which apply to all sections of the policy;

b) the cover provided by the policy, including 'the Meaning of Words' the Exclusions and Claims Conditions which apply to the policy; and

c) the **schedule**, which includes all endorsements applied to the policy while the policy is in force.

Any word or expression in the policy which has a specific meaning has the same meaning wherever it appears in the policy.

We will compensate **you** if **you** suffer as a result of an insured event covered under this policy, in accordance with and subject to the terms of this policy, in consideration of the payment to **us** of the **premium** for the **period of insurance**.

How Your Cover Works

The **insurer** will cover **you** within the conditions of **your** policy for any insured event which takes place during the **period of insurance**. **Your** policy ends at midnight on the last day of each **period of insurance**.

Changes that affect this insurance

Please tell **your insurance intermediary** immediately if there are any changes to **your** circumstances which could affect **your** insurance, or tell the **administrator**.

Please refer to General Condition 8 on page 9 of this policy.

If **your** circumstances change and **you** do not tell **your insurance intermediary** or the **administrator**, **you** may find that **you** are not covered if **you** need to claim.

How to make a claim

You or **your insurance intermediary** must notify the **administrator** no later than sixty (60) days after any circumstances occur that might result in a claim under this policy. **You** should also take note of the Claims Conditions that apply on pages 8 of the policy wording.

Claims should be reported to the **administrator**:

Home and Legacy Insurance Services Limited
500 Avebury Boulevard
Milton Keynes
Bucks, MK9 2LA

If **you** have any questions please contact **your insurance intermediary** or contact the **administrator**.

Financial Services Compensation Scheme

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if the **insurer** cannot meet its liabilities. Further information about compensation scheme arrangements is available from the FSCS. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk

Telephone: 0207 892 7300

Email: enquiries@fscs.org.uk

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be expressed in the English language.

Law applicable

Unless **we** agree otherwise this agreement shall be governed by and construed in accordance with English law will apply to this contract of insurance.

Telephone Recording

For our joint protection, calls may be recorded and/or monitored.

Reflection period

You may cancel this policy within fourteen (14) days of the date **you** receive it. **You** can do this by contacting the **administrator** at the address shown at the back of this policy or by contacting the **insurance intermediary** through whom **you** arranged this insurance. If **you** chose to cancel the policy **you** will be entitled to a refund of the **premium** **you** have paid unless **you** have made a claim. If **you** have made a claim, **we** will give **you** a pro-rata refund on **your premium** based on the cover **you** have had less a charge of £15.00 to cover our operational costs plus Insurance Premium Tax at the prevailing rate.

Cancellation (outside the Reflection Period)

We can cancel this policy by giving **you** seven (7) days' notice in writing. **You** may cancel this policy by giving **your insurance intermediary** or the **administrator** notice in writing. If **you** cancel the policy outside the reflection period **we** will provide a pro-rata refund based on the **premium** payable for the entire **period of insurance** less a £15 administration charge, as long as **you** have not claimed during the current **period of insurance**. Where an incident has occurred which may give rise to a claim the **premium** for the entire **period of insurance** may be payable to **us**. If the amount due when **you** cancel the policy is more than the amount **you** have paid, **you** must pay the difference.

Automatic renewal

If **you** pay **your premium** by instalments, when **your** policy is due for renewal **we** will renew it for **you** automatically. This saves **you** the worry of remembering to contact **your insurance intermediary** or the **administrator** prior to the renewal date. **Your insurance intermediary** or the **administrator** will write to **you** before the policy expires with full details of **your premium** and policy conditions for the forthcoming **period of insurance**. If **you** do not want to renew this policy please let **your insurance intermediary** or the **administrator** know. Should **we** decide that **we** will not renew **your** policy **your insurance intermediary** or the **administrator** will notify **you** in writing prior to the renewal date.

How Your Cover Works (continued)

Customer Service

Our and the **administrator's** aim is to get it right, first time, every time. If a mistake is made it will be dealt with promptly. **Your** complaint will be acknowledged within five (5) **working days** and will usually be resolved within four (4) weeks. If it is not possible to resolve **your** complaint **you** will be informed when an answer may be expected. **You** will be provided with information about the Financial Ombudsman Service*.

Should **you** wish to make a complaint, then it should be directed to one of the following:

1. For complaints about any aspect of the Home and Legacy Insurance Services Limited (the **administrator's**) service to:

Home and Legacy Insurance Services Limited
Lower Ground Floor,
500 Avebury Boulevard,
Milton Keynes,
Buckinghamshire, MK9 2LA

Telephone: **0844 893 8360**

Fax: **0844 893 8386**

Email: **general@homeandlegacy.co.uk**

2. For complaints about the Landlord's Legal Expenses Insurance to:

FirstAssist Insurance Services Limited
Marshall's Court,
Marshall's Road,
Sutton,
Surrey, SM1 4DU

Telephone: **0208 652 1313**

Fax: **0208 661 7604**

Using the complaints procedure above or referral to the Financial Ombudsman Service does not affect **your** legal rights.

* The Financial Ombudsman Service offers a free, independent service for resolving disputes about most financial matters. In some circumstances a complaint may not be eligible for referral to the Financial Ombudsman Service. In such cases you will receive guidance from staff at the Ombudsman about your options, or you may wish to seek your own professional or legal advice.

The Financial Ombudsman Service can be contacted at:
The Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall,
London E14 9SR

Telephone: **0845 080 1800**

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

The Meaning of Words

Any word or expression to which specific meaning has been given shall have that meaning wherever it appears and will be shown in **bold** type throughout the entirety of this policy wording.

Administrator

The insurance is administered by Home and Legacy Insurance Services Limited, registered in England No. 3007252, Registered Office: 57 Ladymead, Guildford, Surrey, GU1 1DB authorised and regulated by the Financial Services Authority, register No. 307523 on behalf of the **insurer**.

Agent

A letting or managing agent appointed by and acting on **your** behalf in respect of the **property(ies)** which are detailed in the **schedule**.

Excess

Your contribution towards the cost of a claim.

Insurance intermediary

The person or company who **you** consulted to arrange or consulted with a view to making arrangements for the insurance provided under this policy.

Guarantor

A person or business which has entered into a written agreement to agree to pay or to perform the **tenant(s)** duties under the terms of the **tenancy agreement** should the **tenant(s)** fail to do so.

Insurer

The insurance is underwritten by Great Lakes Reinsurance (UK) PLC registered in England and Wales No. 2189462 at Plantation Place, 30 Fenchurch Street, London EC3M 3AJ, and is authorised and regulated by the Financial Services Authority, registration number is 202715. Their Home State is the United Kingdom. Great Lakes Reinsurance (UK) PLC is a non-life general insurer, underwriting personal and commercial insurance products.

The Meaning of Words (continued)

Legal costs and expenses

Legal fees, costs and disbursements reasonably and properly incurred by the **legal representative**.

Legal representative

The solicitor, or other suitably-qualified representative, to whom the **administrator** has agreed, who is appointed to represent **you**.

Period of insurance

The period specified on the **schedule**.

Premium

The cost of the cover as specified on the **schedule**.

Property(ies)

The **property** detailed on the **schedule** and in the **tenancy agreement**.

Rent

The sum due to be paid by the **tenant(s)** to **you** as detailed in the **tenancy agreement**.

Schedule

A printed document showing limits of liability and any special terms which apply to **your** policy.

Tenancy Agreement

A written agreement with the **tenant(s)** which gives rights to the **tenant(s)** to occupy the **property(ies)** and to **you** to receive **rent** for letting the **property(ies)** being:

- a) an Assured Shorthold Tenancy as defined in the Housing Act 1988 and corresponding legislation in Scotland, the Isle of Man and the Channel Islands, and any amending legislation; or
- b) an agreement with a limited company or where the annual income exceeds £25,000.

Tenancy deposit: The sum paid by the **tenant(s)** or on behalf of the **tenant(s)** to **you** or **your agent** under the **tenancy agreement** as security against the performance of the **tenant(s)** obligations under the **tenancy agreement**, the discharge of any liabilities, and any damage to the **property** and/or non payment of **rent** during the tenancy.

Tenancy deposit scheme

A scheme operated by or on behalf of the Government to safeguard deposits paid in connection with Assured Shorthold Tenancies in England and Wales; and to facilitate the resolution of disputes arising in connection with such deposits.

Tenant(s)

The person(s) named in the **tenancy agreement** who occupy(ies) the **property(ies)** and/or the companies or firms named in the **tenancy agreement** and any person(s) who occupy the **property(ies)** with their knowledge and consent including family members ordinarily residing with them and any person who is at the **property(ies)** with their knowledge and consent.

Territorial limits

England, Wales and Scotland.

Vacant possession

The date on which the **property** is surrendered by the **tenant(s)**.

We, Our, Us

FirstAssist Insurance Services Limited (FirstAssist) Registered in England and Wales No. 04617110. Registered office at Marshall's Court, Marshall's Road, Sutton, Surrey SM1 4DU.

FirstAssist arranges this insurance on the **insurer's** behalf. FirstAssist Insurance Services Limited is authorised and regulated by the Financial Services Authority, registration number is 310671.

Working days

Monday to Friday 9am to 5pm excluding public holidays.

You, Your

The person(s), companies or firms named in the **schedule** as the Insured.

LawCare

Your policy includes access to LawCare to give advice, 24 hours a day, 365 days a year, on any personal legal matter or matters related to the letting of the **property(ies)**, but not in connection with any disputes that **you** may have with **your agent**. The advice **you** receive from LawCare will always be according to the laws of Great Britain. **We** may record the calls to protect **you**.

LawCare Telephone: **01455 251500**

When **you** call LawCare **you** will need to quote the verification number which is shown on **your schedule**.

Section 1 – Legal Expenses

What is covered

- 1. Your legal costs and expenses** that may be incurred within the **territorial limits** to secure an eviction of the **tenant(s)**; or to recover amounts owed to **you** by **tenant(s)**; or to take legal action following the occurrence of any of the events below:
- a) A dispute between **you** and the **tenant(s)** under the terms and conditions of the **tenancy agreement** including disputes that arise when:
 - i) the **tenant(s)** depart from the **property** before the end of the term of the **tenancy agreement**, without having given **you** or **your agent** proper notice;
 - ii) the **tenant(s)** or their **guarantor(s)** fail to pay **you** the monthly **rent** when it is due;
 - iii) the **tenant(s)** refuse to allow **you** to have access to the **property** at the end of the **tenancy agreement** or following non payment of monthly **rent**, even though **you** have acted in accordance with all legal requirements;
 - iv) the **tenant(s)** have damaged the **property** by carrying out malicious and/or and intentional acts;
 - v) there is a dispute over the **tenancy deposit** at the end of the tenancy if there is not a legal requirement for the **tenancy deposit** to be held in accordance with the requirements of the **tenancy deposit scheme**.
 - b) The **property** is occupied by unauthorised occupants and **you** are required to take legal action to evict them.
 - c) **Your tenant(s)** allege(s) that **you** have not met **your** obligations under the terms **tenancy agreement** and take legal action against **you**.

What is not covered

- a) Any claim that is not notified to the **administrator** as soon as possible after **you** become aware of the **event** and no later than sixty (60) days of the event that may result in a claim.
- b) Any amount over £60,000 for all claims arising from one (1) insured event during any **period of insurance** for each **property** insured.
- c) Any claim for the cost of defending a dispute that arises from or relates to actual or alleged dishonesty, fraud or malicious conduct by **you**, unless the legal action is successfully defended.
- d) Any claim for **legal costs and expenses** that **you** incur before **we** have accepted **your** claim.
- e) Any claim for any disputes for circumstances that **you** knew about or should have known about, before the **period of insurance** begins which result in a claim.
- f) Any claim if the **tenant(s)** are not held equally and jointly responsible for all the commitments that are required by them under the terms of the **tenancy agreement**.
- g) Any claims for any disputes with **your agent** or arising out of a contract that **you** have with any person or organisation other than the **tenant(s)**.
- h) **Any claim** for any disputes for amounts of less than £250
- i) Any claim for any disputes that do not start within the **period of insurance**.
- j) Any claim for any disputes where the legal action cannot be brought within the **territorial limits**.
- k) Any claim for any disputes where **you** do not have a reasonable chance of successfully recovering damages.
- l) Any claim for disputes where **you** know that **you** are able to settle the dispute in another way directly with the **tenant(s)**.
- m) Any claim for **your tenant(s)** or any opponents' legal costs and/or awards made by order of a Court settlement or discontinuance.
- n) Any claim for disputes that arise because **you** have not complied with statutory legislation and other legal requirements related to the letting of the **property(ies)**.
- o) Any claim for damages, fines or penalties of any nature incurred by **you** following any legal proceedings.
- p) For the cost of defending a dispute that arises from or relates to actual or alleged dishonesty, fraud or malicious conduct by **you**, unless the legal action is successfully defended.

Refer also to the Claims Conditions on page 8 and General Conditions on page 9.

Section 2 – Alternative Accommodation

What is covered	What is not covered
<p>Your alternative accommodation costs for the period after the tenancy agreement has ended until the date full and vacant possession is obtained, subject to a maximum period of thirty (30) days, where:</p> <ul style="list-style-type: none"> a) you cannot regain possession of the property because of the nuisance caused by, or acts of, the tenant(s); and b) you have no other suitable accommodation available during this period. <p>The cover for alternative accommodation costs only applies where there is a claim under this policy which we have agreed to cover.</p>	<p>Any amount over £50 per day to a maximum of £1,500 any one claim in respect of alternative accommodation expenses.</p> <p>Refer also to Claims Conditions on page 8 and General Conditions on page 9.</p>

Section 3 – Witness Attendance Allowance

What is covered	What is not covered
<p>Witness attendance allowance which applies when you or your or your agent's employees, directors or partners are absent from work because of attendance at court in connection with an insured event as a:</p> <ul style="list-style-type: none"> a) Witness at the legal representative's request; or b) Defendant at any court, tribunal or arbitration hearing. <p>The witness attendance allowance applies where there is a claim under this policy which we have agreed to cover.</p>	<p>Any amount in excess of £100 per person per full day to a maximum of £1,000 any one claim.</p> <p>Refer also to the Claims Conditions on page 8 and General Conditions on page 9.</p>

Claims Conditions

The following claims conditions apply to the Landlord's Legal Expenses Insurance:

We will not pay **your** landlord's legal expenses claims, unless the event resulting in a claim occurs during the **period of insurance** and **you** agree to comply with the following:

- a) To notify **us** immediately **you** become aware of and no later than sixty (60) days of an event that may result in a claim.
- b) To complete a claim form if asked and supply the following documents and any other documentation that **we** may request from **you** at a later date:
 - i) A copy of the **tenancy agreement** and any **guarantors'** covenants;
 - ii) A copy of the **rent schedule** detailing the **rent** due and the dates that any rental payments were received;
 - iii) A copy of the references and any supporting documentation such as proof of residency **you** obtained for the **tenant(s)** and **guarantor(s)** (if any) before the start of the **tenancy agreement**;
 - iv) Copies of any correspondence with the **tenant(s)** in connection with rental arrears; and
- c) To contact or make arrangements for **your agent** to contact the **tenant(s)** if they have not paid **you** or **your agent** the monthly **rent** due within seven (7) **working days** of the **rent** due date to establish the reason why.
- d) To contact or make arrangements for **your agent** to contact the **tenant(s)** again if the **rent** due still remains unpaid fourteen (14) **working days** after the **rent** due date and to notify the **administrator** of the situation.
- e) To notify the **administrator** immediately if **you** or **your agent** receive payment or part payment of **rent** due from the **tenant(s)** or the **guarantor** at any time after **you** have notified the **administrator**.
- f) To agree for **us** to instruct and pay for a **legal representative** to take the necessary action to gain **vacant possession** of the **property**.
- g) To prepare or arrange for **your agent** or an inventory clerk to prepare as soon as **vacant possession** of the **property** is obtained:
 - i) a detailed inventory of the contents and condition of the **property**;
 - ii) a **schedule** of any damage, if applicable; and
 - iii) attempt to agree the basis for return of the **tenancy deposit** with the **tenant(s)** or in liaison with the **administrator** of the **tenancy deposit scheme**, if used.
- h) To accept that any decision over the allocation of the **tenancy deposit** made by the **administrator** of the **tenancy deposit scheme** (if applicable), or in the event of a dispute, the appointed adjudicator, will be final and binding.
- i) To accept that if the **tenancy deposit** is not held under a **tenancy deposit scheme** arrangement and **you** are using an **agent**, that any decision made by **your agent** over the allocation of the **tenancy deposit** will be final and binding.
- j) To provide the **administrator** with written details of the allocation of the **tenancy deposit** and agree that if any balance of the **tenancy deposit** is remaining and **we** have incurred costs, following **our** agreement with the **tenant(s)**, to forward it to **us** to reduce **our** liability.
- k) To accept that **we** have the right, at **our** discretion, and at any time to pursue the recovery of any **legal costs and expenses** **we** have paid by taking legal action against the **tenant(s)** or their **guarantor(s)** in **your** name and agree to assist **us** if required.
- l) To agree to attend or for **your agent** to attend any court hearing after **vacant possession** of the **property** has been obtained to seek money judgment orders, if required.
- m) To accept that if **we** make a recovery from the **tenant(s)** or their **guarantor(s)** after taking legal action against them that any payment that is received will be used to reduce our liability after which, if any balance remains, it will be paid to **you**.

How We Settle Claims

The most **we** will pay following an insured event will be:

- a) the **legal costs and expenses** of the **legal representative** that are necessarily incurred to take legal action on **your** behalf:
 - i) against the **tenant(s)** or their **guarantor(s)** following a breach in the terms of the **tenancy agreement** by the **tenant(s)**;
 - ii) to lawfully evict the **tenant(s)** in order to gain **vacant possession** of the **property**;
 - iii) to defend **your** legal rights after an event which results in the **tenant(s)** taking proceedings against **you**;

- iv) to recover unpaid **rent** from the **tenant(s)**; and
- v) to remove unauthorised occupants from the **property**.
- b) **Your** alternative accommodation costs for up to thirty (30) days at £50 per day to a maximum of £1,500 any one claim.
- c) **Your** witness attendance allowance up to £100 per person per full day up to a maximum of £1,000 any one claim.

Please also refer to the Claims Conditions that apply on pages 8.

General Conditions

The following conditions apply to the whole policy.

1 Premium

You must pay the **premium** or any agreed instalment when the **administrator** asks.

2 Tenant Assessment /Referencing

Before letting the **property** to **tenant(s)** **you** or **your agent** must obtain for each **tenant(s)** or each **guarantor** one (1) satisfactory written financial reference or a credit reference and one (1) other satisfactory written reference.

3 Tenancy Agreement

There must be a written **tenancy agreement** that complies with all the requirements of any relevant legislation and statutory instruments.

4 Tenancy deposit

You or **your agent** must have collected, before the start of the **tenancy agreement**, a **tenancy deposit** that is at least equivalent to one (1) month's **rent** in cleared funds. For tenancies in England and Wales the **tenancy deposit** must be held in accordance with requirements set out in the Housing Act 2004 and any subsequent or superseding legislation.

5 Inventory

You or **your agent** must have taken a detailed inventory of the contents and condition of the **property** before the start of the **tenancy agreement**.

6 Fraud

If **you** or anyone acting on **your** behalf makes any false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, **you** will forfeit all rights under the policy and all cover will cease. In such circumstances, **we** retain the right to keep the **premium** paid.

7 Arbitration

If **we** accept **your** claim but **you** do not agree with the amount **we** will pay **you**, **we** will refer the matter to an arbitrator chosen by **you** and **us**. **You** cannot take any action against **us** until **you** and **we** have received the arbitrator's final decision.

8 Changing your details

You must tell the **administrator** immediately about any changes that may affect **your** policy cover e.g. change in **your** correspondence address.

This is not a complete list and **you** should contact **your insurance intermediary** or the **administrator** if **you** are unsure whether a change of circumstances may affect **your** policy. When **you** tell the **administrator** of a change of details the **administrator** will reassess the **premium** and terms of **your** policy. **You** will be informed of any revised **premium** or terms and asked to agree before any change is made. To reduce costs the **administrator** will not make small refunds or charge small additional **premiums** for the period from the date of the change to the renewal date of **your** policy. In some circumstances **we** may not be able to continue **your** policy following the changes. Where this happens **you** will be told and the policy will be cancelled in line with the cancellation provision on page 3.

contact For further information about Home and Legacy Landlord's Legal Expenses please contact your intermediary or call us on **0844 893 8360**. We also offer outstanding high value cover for owner-occupied homes. Visit our website at www.homeandlegacy.co.uk

Home and Legacy Landlord's Legal Expenses insurance is administered by Home and Legacy Insurance Services Limited. Home and Legacy Insurance Services Limited is a wholly owned subsidiary of Allianz Holdings plc, and is registered in England Number 3007252. Registered office: 57 Ladymead, Guildford, Surrey, GU1 1DB. Home and Legacy Insurance Services Limited is authorised and regulated by the Financial Services Authority (FSA), Register number 307523 and you can check on the FSA's register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234. Please note that telephone calls may be recorded and/or monitored.

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