

# Landlord Insurance

## Insurance Product Information Document



Home and Legacy Insurance Services Limited, 500 Avebury Boulevard, Milton Keynes MK9 2LA, United Kingdom.  
Authorised and regulated by the Financial Conduct Authority, Financial Services Register number 307523.

### COMPANY: HOME & LEGACY · PRODUCT: LANDLORD'S RENT & LEGAL PROTECTION

This document summarises the key features of Landlord's Rent & Legal Protection which is arranged and administered by Home and Legacy Insurance Services Limited. The insurer is Markel International Insurance Company Limited trading as Markel Legal Expenses Insurance. Your policy documentation provides the complete terms & conditions, and other important information.

## What is this type of insurance?

Landlord's Rent & Legal Protection is an annually renewable rent protection and legal expenses insurance contract for landlords letting residential property under a written tenancy agreement. This includes access to a legal helpline for advice on general legal matters of UK law; and tax or health and safety matters in the UK.



### What is insured?

The most paid for all claims in the period of insurance is £100,000 for the following cover:

#### LANDLORD RENT PROTECTION

- ✓ Costs to evict the tenant(s) up to £60,000 any claim
- ✓ 75% of the monthly rent up to a maximum of 12 months (maximum monthly rent of £6,000)

#### LANDLORD LEGAL EXPENSES

- ✓ Costs up to £60,000 any claim to obtain damages or legal remedy for:
  - Property disputes including trespass, damage, nuisance or rights of way
  - Disputes over the terms of your tenancy agreement
- ✓ Costs to evict the tenant(s) up to £60,000 any claim
- ✓ £100 per day (up to £1,000) if your employees have to attend court as a witness or defendant on your behalf

#### ALTERNATIVE ACCOMMODATION

- ✓ £50 per day (up to £1,500) for your alternative accommodation if vacant possession of the property cannot be obtained and you have no other suitable accommodation available

#### IDENTITY THEFT

- ✓ Costs incurred up to £60,000 any claim if you become a victim of identity theft

#### HEALTH & SAFETY DEFENCE

- ✓ Costs up to £2,500 any claim for interview under caution by a prosecuting authority for health and safety violations
- ✓ Costs up to £60,000 any claim for prosecution defence once you receive a summons for health and safety violations

#### REGULATORY COMPLIANCE

- ✓ Costs to appeal against Health & safety enforcement notices issued by the Health and Safety Executive up to £60,000 any claim

#### TAX PROTECTION

- ✓ Costs up to £60,000 any claim to represent you before HM Revenue & Customs (HMRC) for
  - Aspect enquiries – income or corporation tax
  - Full enquiries – income or corporation tax
  - National Insurance and PAYE disputes
  - VAT disputes
- ✓ Costs up to £1,000 for current year tax year enquiries



### What is not insured?

#### LANDLORD RENT PROTECTION

- ✗ Claims made within 90 days of the initial start of your policy unless:
  - The policy began within 14 days after the commencement of the tenancy agreement or
  - You have evidence of continuous comparable insurance immediately prior to the initial start of your policy
  - The tenant has continuously resided in the property for the previous 12 months or more and has not defaulted on the rent in that time
- ✗ Loss of rent if a Section 21 notice was issued to the tenant(s) and the tenant(s) was not in arrears at the time it was issued unless:
  - You can prove that you have reoccupied the property to live in as your primary accommodation
  - The notice was issued by your representative as they advised that this is the best course of action in your particular circumstances
- ✗ Eviction costs if statutory notices are not served on the tenant(s) in a compliant manner
- ✗ The first month's rent

#### LANDLORD LEGAL EXPENSES

- ✗ Property disputes over a contract
- ✗ Disputes with the tenant(s) about damage unless you have obtained at your own expense an independent expert's valuation of the damage
- ✗ Costs to evict the tenant(s) if you have not issued the necessary notices informing the tenant(s) to leave the property
- ✗ The tenancy agreement began before your property was assigned to this policy unless evidence of continuous comparable insurance immediately prior to the period of insurance is provided

#### IDENTITY THEFT

- ✗ Identity fraud carried out by someone living with you

#### HEALTH & SAFETY DEFENCE

- ✗ Where you are required by the Police to immediately attend an interview under caution at a Police Station
- ✗ Where there are criminal proceedings related to tax

#### TAX PROTECTION

- ✗ Claims involving a tax avoidance scheme
- ✗ Suspected fraud enquiries
- ✗ The first £1,000 for aspect enquires

#### GENERAL EXCLUSIONS

- ✗ Disputes or potential disputes you were aware of, or should have been aware of, before cover started, including at renewal
- ✗ Legal costs you incur before your claim has been accepted by Home & Legacy
- ✗ Disputes involving multiple tenants whose liability is not 'joint & several' (tenants must be jointly and individually held responsible for adhering to all of the terms of the tenancy agreement)



## Are there any restrictions on my cover?

- ! Maximum monthly rental value must not exceed £6,000
- ! We'll end your claim if success in the legal case is unlikely to succeed (50% or less chance of success)



## Where am I covered?

- ✓ Your property located in England, Wales, Scotland, the Isle of Man and the Channel Islands



## What are my obligations?

- To provide complete & accurate answers to the questions asked when you take out, renew and amend your policy
- To pay the cost of the insurance
- To observe and comply with the terms & conditions of the policy
- To take all reasonable steps to prevent any occurrence which may give rise to a claim under the policy
- To obtain references for the tenant (and their guarantors, if applicable) no more than 60 days before the start of the tenancy agreement
- To collect before the start of the tenancy a deposit of at least one month's rent which must be held in accordance with statutory requirements, unless the tenant(s) has purchased a deposit guarantee policy which has been approved by Home & Legacy
- To ensure a written tenancy agreement is in place which is an Assured Shorthold tenancy agreement as defined within the Housing Act 1988 (as amended)
- To tell Home & Legacy as soon as possible if there is any change in circumstances such as a change in the amount of rent or a change of tenant(s)
- Not to allow the tenancy agreement to be transferred to any other individual or organisation
- To notify Home & Legacy as soon as possible if your tenant(s) is in rent arrears or if your tenant(s) notifies you of potential difficulties in paying you the rent. If you do not tell Home & Legacy as soon as possible any additional rent arrears your late notification has caused will not be paid
- To notify Home & Legacy as soon as possible when you first become aware of any event which may require legal action or result in a claim under the policy – this must be within the period of insurance and for rent protection and tenant dispute claims for up to 30 days after the end of the period of insurance



## When and how do I pay?

- Please pay the premium before the cover first starts or renews
- We will write to you before your renewal date to let you know the renewal premium
- You can pay us using debit/ credit card or electronically
- If you wish to pay by instalments, we can introduce you to a specialist premium finance loans company. There is a charge for credit



## When does the cover start and end?

- The period of insurance is shown on your policy schedule



## How do I cancel the contract?

- You can cancel this policy at any time by contacting your insurance intermediary or Home & Legacy
- If you cancel your policy within 14 days of purchase you will receive a full premium refund as long as you have not made a claim
- If you cancel your policy after the first 14 days you will receive a proportionate premium refund as long as you have not made a claim. Home & Legacy will not charge you an administration fee.