

HOME &
LEGACY

EXPERTLY CRAFTED
INSURANCE

Landlord's Legal Expenses

POLICY WORDING

APRIL 2021

Finding your way around

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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 Financial Conduct Authority, Home and Legacy's Financial Services Register number is 307523 and permitted business is advising on and arranging general insurance contracts. Please note that telephone calls may be recorded for our joint protection, training and/or monitoring purposes.

Welcome

Thank you for choosing Home & Legacy as the provider for your insurance.

Welcome to your Landlord's Legal Expenses Insurance policy which has been designed to meet the specific requirements of landlords letting residential property. This policy provides specialist insurance to help protect your investment income by including cover for legal costs associated with removing problematic tenants and to assist with the recovery of unpaid rent.

This policy document, along with your policy schedule, sets out everything you need to know about your Landlord's Legal Expenses Insurance. Please keep them both together, somewhere safe.

We hope your experience of us so far has been a positive one. We are committed to giving you a first-class level of service, at every stage. You'll be pleased to know we handle most claims in-house so are able to settle the majority of claims promptly. For your convenience you'll also deal with the same claim handler throughout the entire process.

In addition to landlord insurance, we specialise in high net worth home insurance and motor insurance. We also have options for travel and motor insurance.

We understand people are as unique as their insurance needs so if we can be of any further assistance to you, just tell us your situation – either via your trusted insurance intermediary or directly if you do not use an insurance intermediary – and let our professionally trained staff do the rest.



Barry O'Neill
Managing Director
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 and Wales No. 3007252. Registered Office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom.

Home and Legacy Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.
Financial Services Register number 307523.

Important Information

We understand you may be very busy, but we strongly suggest that you read the whole of this agreement. At the very least, please make sure you read:

- 1 The special or unusual conditions and terms of this policy
- 2 The important information section
- 3 Your policy schedule.

How to contact us about your insurance policy

TO MAKE A CLAIM

If you need to make a claim or let us know about a situation that could lead to a claim, you should contact Home & Legacy as soon as possible:

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

From the UK **0344 893 8360**

From overseas **+44 (0) 20 3118 7777**

Lines are open Monday to Friday 9am to 5pm (not bank or public holidays).

Alternatively email: claimsteam@homeandlegacy.co.uk

A claim form will be sent to you for completion and this must be returned without delay.

TO MAKE A COMPLAINT

If you are not satisfied with any part of our service then you should contact us using the details in 'Important information – How to make a complaint about your policy' and we will do our best to resolve the problem.

TO TALK ABOUT YOUR POLICY

If you need any help to fully understand what is covered under this Landlord's Legal Expenses policy please contact your insurance broker. If you did not consult an insurance intermediary, please contact Home & Legacy.

From the UK **0344 893 8360**

From overseas **+44 (0) 20 3118 7777**

Lines are open Monday to Friday 9am to 5pm (not bank or public holidays).

TO CONTACT US FOR ADVICE

Your policy provides access to a 24/7 year round telephone advice line. This service provides advice on general legal matters on the law which applies in the UK.

You can also get advice on tax and health and safety matters in the UK by calling the same number 9am – 5pm Monday to Friday (excluding public holidays).

The telephone number to call is shown in your policy schedule and you will need your policy number to access the advice.

Special or unusual conditions and terms of this policy

The policy comes with some important conditions and terms that you need to be aware of:

PROSPECTS OF SUCCESS

Home & Legacy will make a decision on whether to cover your claim based on a legal opinion from your representative (and any professional advice Home & Legacy regard necessary) on whether your claim has at least a 51% chance of:

- successfully pursuing your case and securing a legal and/or financial remedy
- not being found liable in a civil (not criminal) case against you
- being found not guilty in the defence of a criminal prosecution
- securing a significant reduction of your punishment or fine if pleading guilty in a criminal prosecution
- successfully appealing the decision of the relevant authority.

If there is 50% or less chance of the above we will not provide cover.

DEFINED TERMS

Some of the words in your policy have a specific meaning and we have highlighted these to you by showing them in **bold** print. Please see the **Defined terms** section of this policy to see what these words mean.

EVICITION OF A TENANT

To evict the tenant, you must issue a valid statutory notice to the tenant informing them that you are seeking possession of your property.

TENANT REFERENCE

A satisfactory tenant reference must be obtained no more than 60 days in advance of the commencement of the tenancy agreement, which must include the following checks:

- Employment
- Credit history
- Rental history (if applicable)
- Voters roll
- Identification
- Fraud.

Your insurance policy

This is the agreement between **you** and **us**.

THINGS WE WILL DO

We will provide the cover as written in this **policy** for:

- Disputes under the Sections of cover shown as insured in **your policy** schedule which concern the insured **property**
- **Costs** subject to the **excesses** and the limits shown in **your policy** schedule
- **Claims** or notifiable circumstances notified to **Home & Legacy** during **your period of insurance** which are in connection with **your** business description as stated in **your policy** schedule and for 'Section 1 Part 1 B) Disputes with your tenant' only, for up to 30 days after the end of **your period of insurance** provided that the incident which gives rise to the **claim** occurs during the **period of insurance**
- Disputes, legal proceedings or HMRC investigations that are or would be within the **territorial limits** as stated in **your policy** schedule.

THINGS YOU MUST DO

You must comply with the following conditions which are summarised below and some of which are more fully explained in the remainder of this agreement. If **you** fail to do so, **we** may not pay **your claim**, or any payment could be reduced.

You must:

- 1 Pay the premium for **your policy**
- 2 Provide **us** with a truthful account of **your** circumstances and any extra information **we** ask for, to underwrite **your policy** and assess **your claim**
- 3 Tell **us** as soon as possible if there is a change in **your** circumstances such as:
 - Any change of **tenant**
- 4 Take all reasonable steps to avoid and prevent legal proceedings, tax investigations and disputes
- 5 Minimise the cost and effect of any **claim** by taking all reasonable steps to avoid unnecessary expense including discussing and encouraging your tenant to partake in any government backed tenant loan scheme (where available) for past or future rent arrears
- 6 Follow the Claims conditions of this **policy**.

If **you** do not meet **your** part of the agreement **we/Home & Legacy** may:

- Not cover all or part of **your claim** and **we** may recover any payments already made
- Increase **your** premium or change the terms of **your policy**
- Cancel **your policy** and treat it as though it did not exist to begin with.

Defined terms

Any one claim

All **claims** connected by the same:

- Original cause, event, circumstance or related in time or;
- Legal proceedings, tax enquiry or parties in dispute,

even if **you** are claiming under more than one Section of cover of this **policy**.

Claim

An insurance claim under this **policy**.

Costs:

Own costs

- The legal or professional costs (including any disbursements such as Counsel's or expert's fees) reasonably charged to **you** by **your representative**.

Other party costs

- In civil proceedings, the legal costs incurred by the party **you** are in dispute with that a Court or Tribunal orders **you** to pay or that **you**, with **our** prior written agreement, agree to pay under the terms of a settlement. This does not include any costs **you** are responsible for paying under the terms of a contract.

Deposit

The sum of money, (which must be equal to at least one months' **rent**), collected from the **tenant** and held by **you** or **your** agent in accordance with section 213 of the Housing Act 2004 (and any amending legislation) in respect of a **tenancy agreement** to which it applies as an indemnity for losses incurred by **you** arising from the **tenant** failing to perform their obligations as set out in the **tenancy agreement**,

or

A valid alternative deposit guarantee policy purchased by the **tenant** as an alternative to a security deposit for **rent** and any other liability of the **tenant** under the **tenancy agreement** and which provides cover for an amount equivalent to five weeks **rent** and has been approved of by **us**.

Employee

Any person under a contract of service with **you**.

Excess

The initial amount of **costs** as shown in the **policy** schedule that **you** must pay in a **claim** before **we** will make any payment under this **policy** if **you**:

- Use **our** choice of **representative**
- Exercise **your** freedom to choose **your representative** as described under **Claims condition: Instruction and choice of your representative, Counsel and experts**.

Defined terms

Guarantor

The individual or organisation shown in the **tenancy agreement** that has

- entered into a legally binding written guarantee covenant in respect of the **tenancy agreement**
- passed a **tenant reference**
- provided a financial guarantee of the **tenant's** performance under the **tenancy agreement**.

Home & Legacy

This policy cover has been arranged and is administered by Home and Legacy Insurance Services Limited (Home & Legacy). 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, United Kingdom. Home and Legacy Insurance Services Limited is authorised and regulated by the Financial Conduct Authority. Financial Services Register number 307523.

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

Telephone: 0344 893 8360 or if you are calling from overseas
+44 (0) 20 3118 7777

Email: info@homeandlegacy.co.uk

Period of insurance

The period of time during which insurance is provided by this **policy** as shown in the **policy** schedule.

Policy

This insurance policy including the schedule and any endorsements that apply.

Property

The residential property shown in the **tenancy agreement**.

Reasonable prospects of success

Home & Legacy will make a decision on whether to cover **your claim** based on a legal opinion from **your representative** (and any professional advice they regard necessary) on whether **your claim** has at least a 51% chance of:

- Successfully pursuing **your** case and securing a legal and/or financial remedy
- Not being found liable in a civil case (i.e. not an enquiry, investigation or a criminal case) against **you**

- Being found not guilty in the defence of a criminal prosecution
- Securing a significant reduction of **your** punishment or fine in a criminal prosecution
- Successfully appealing the decision of the relevant authority
- **You** not being suspended and of **you** retaining **your** registration or accreditation.

If there is 50% or less chance of the above **we** will not provide cover.

Rent

The monthly amount payable in advance by the **tenant** to **you** as set out in the **tenancy agreement** up to a maximum of £6,000 per calendar month.

Representative

A solicitor, barrister, accountant or other appropriately qualified person appointed to act for **you** and who agrees to comply with the terms of this **policy**. The chosen representative may not be a person employed by **you**.

Tenancy agreement

An agreement between **you** and the **tenant** in relation to the **property** which is an Assured Shorthold tenancy agreement as defined within the Housing Act 1988 (as amended) and:

- 1 Where the initial agreement must be for a fixed term of no more than 12 Months
- 2 Where the first month's **rent** and the **deposit** have been received in cash or cleared funds
- 3 If there are several tenants in the **property** all tenants must be held jointly and severally liable under the **tenancy agreement**
- 4 During the **tenancy agreement you** or **your** agent must:
 - a) keep full and up to date rental records
 - b) not allow the **tenancy agreement** to be transferred to any other individual or organisation.

Defined terms

Tenant

The occupier of the **property** who is aged 18 years or older, named in the **tenancy agreement** as the **tenant** who has passed a **tenant reference**.

Tenant reference

Checks carried out up to 60 days before the commencement of the **tenancy agreement**, which must include:

• **Tenants**

Employed tenants - A written employer's reference confirming the **tenant's** current and permanent employment and that their monthly gross salary is at least two and half (2.5) times the **rent**. If this minimum income requirement is not met then a **guarantor** is required. A check that the prospective **tenant** is not in receipt of Housing Benefit or Universal Credit at the start of this **policy** in order to pay the **rent**.

Self-employed tenants - Annual accounts for the last twelve (12) months must be obtained which show average monthly net profit in excess of two and a half (2.5) times the **rent**. If this minimum income requirement is not met then a **guarantor** is required. A check that the prospective **tenant** is not in receipt of Housing Benefit or Universal Credit at the start of this **policy** in order to pay the **rent**.

• **Guarantors**

Employed guarantors - A written employer's reference confirming the **guarantor's** current and permanent employment and that their monthly gross salary is at least three (3) times the **rent** and a check that the prospective **guarantor** is not in receipt of Housing Benefit or Universal Credit at the start of this **policy** in order to pay the **rent**.

Self-employed guarantors - Annual accounts for the last twelve (12) months must be obtained which show average monthly net profit in excess of three (3) times the **rent** and a check that the prospective **guarantor** is not in receipt of Housing Benefit or Universal Credit at the start of this **policy** in order to pay the **rent**.

- Credit history – Credit history search which confirms the risk is acceptable and identifies no County Court Judgements (CCJ's) over £500 or more than one County Court Judgement (CCJ) under £500 or any bankruptcy.
- Rental history - A satisfactory reference from a previous managing agent or a previous landlord showing no previous rental defaults (if applicable).

- Voters roll – Voters roll check to ensure that the applicant is who they say they are. If the applicant is not on the voters roll, confirmation of address must be obtained by other evidence such as a utility bill (not mobile phone), bank statement, Council Tax bill or house or motor insurance certificate.
- Identification – At least two (2) valid forms of identification one of which should be photographic if it is available.
- Fraud – Fraud check with a score to identify fraud potential.

Where a prospective tenant fails the Employment check above, a **guarantor** must be obtained to provide a financial guarantee for the prospective tenant, if this is the case, the other checks must still be passed by the prospective tenant. A **guarantor** is not permitted if a prospective tenant is in receipt of Housing Benefit or Universal Credit at the start of this **policy** in order to pay the **rent** and these prospective tenants are not permitted to be insured under this **policy**.

Territorial limits

The United Kingdom of Great Britain and Northern Ireland, Isle of Man and the Channel Islands.

We/Our/Us

Markel International Insurance Company Limited trading as Markel Legal Expenses Insurance, 20 Fenchurch Street, London EC3M 3AZ.

You/Your

The landlord of the insured **property** that has been declared to **Home & Legacy**.

Sections of cover

Section 1 – Landlord legal expenses

PART 1 – PROPERTY AND LANDLORD AND TENANT DISPUTES

A) PROPERTY DISPUTES

We will pay **costs** to obtain damages or other legal remedy for:

- 1 Trespass on **your property**
- 2 Nuisance from another affecting **your property**
- 3 The defence of another's claimed right of way over **your property**
- 4 **Your** use of a right **you** have over another's property as recorded in the title documents of **your property**
- 5 Pursuing another for physical damage to **your property** not recoverable under another insurance policy.

WHAT IS NOT COVERED

We will not cover **claims** where:

- 1 There is a dispute over a contract
- 2 The other party's argument is that they own some or all of **your property**
- 3 There is a dispute over rights to or over another's property which is alleged to have arisen through **your** use or occupation over a length of time.

B) DISPUTES WITH YOUR TENANT

We will pay costs to obtain damages or other legal remedy for:

A dispute with **your tenant** over the terms of **your tenancy agreement**.

WHAT IS NOT COVERED

We will not cover **claims** where:

There are dilapidations unless **you** have served a notice of dilapidations on **your tenant** and **you** have an independent expert valuation of the dilapidations which must be obtained at **your** own expense.

C) EVICTION

We will pay costs for:

The eviction of **your tenant** from **your property**.

WHAT IS NOT COVERED

We will not cover **claims** where:

You have not issued enforceable statutory or contractual notices which require the **tenant** or licensee to leave the **property**.

Sections of cover

Section 1 – Landlord legal expenses

PART 1 – PROPERTY AND LANDLORD AND TENANT DISPUTES

WHAT IS NOT COVERED

We will not cover **claims** under Section 1, Part 1 A), B) or C) where:

- 1 There is a dispute over a contract unless it is a tenancy, licence or leasehold agreement
- 2 **You** will not suffer a financial loss or the value of **your property** would not be reduced
- 3 There is a dispute in connection with planning or building regulations or decisions or compulsory purchase orders or any actual, planned or proposed works by or under the order of any government or public or local authority
- 4 There is a dispute in connection with the negotiation, review or renewal of a tenancy or leasehold agreement or purchase of property
- 5 There is an allegation **you** are responsible for damage or loss caused by seepage, pollution or contamination of any kind.

D) WITNESS ATTENDANCE ALLOWANCE

We agree to pay the cost of **your employees** attending Court as witnesses on **your** behalf at the request of **your representative** provided that at the time of a **claim** under this section of cover **you** have an accepted **claim** for this Court appearance under this **policy**.

WHAT IS NOT COVERED

We will not cover **claims** for:

- 1 Expert witnesses
- 2 Salaries or wages
- 3 Costs which could be claimed from a prosecuting authority.

PART 2 – ALTERNATIVE ACCOMMODATION

We will pay the cost of **your** alternative accommodation, if **you** are unable to obtain vacant possession of **your property**, provided that **you** have no other suitable accommodation during this period and an abandonment notice has been served on the **property**.

WHAT IS NOT COVERED

We will not cover **claims** once vacant possession has been obtained.

WHAT YOU NEED TO KNOW

The cover for alternative accommodation only applies where there is a claim under this policy which Home & Legacy have agreed to cover.

Section 2 – Identity theft

WHAT IS COVERED

If **you** become a victim of identity theft, **we** will pay:

- 1 **Costs you** incur for phone calls, faxes or postage to communicate with the police, credit agencies, financial service providers, other creditors or debt-collection agencies. **We** will also pay the cost of replacement documents to help restore **your** identity and credit status.
- 2 **Costs** to reinstate **your** identity including costs for the signing of statutory declarations or similar documents.
- 3 **Costs** to defend **your** legal rights in a dispute with debt collectors or any party taking legal action against **you** arising from or relating to identity theft.
- 4 Loan-rejection fees and any re-application administration fee for a loan when **your** original application has been rejected.

Provided that

- i) **you** notify **your** bank or building society as soon as possible
- ii) **you** tell **Home & Legacy** if **you** have previously suffered identity theft, and
- iii) **you** take all reasonable action to prevent continued unauthorised use of **your** identity.

WHAT IS NOT COVERED

We will not cover **claims** relating to the following:

- 1 Identity fraud committed by anyone entitled to make a claim under this section of cover;
- 2 Losses arising from **your** business activities;
- 3 Identity fraud which has been carried out by someone living with **you**.

Section 3 – Health & safety defence

A) INTERVIEW UNDER CAUTION

We will pay costs for you:

Representation (including written submissions) at an interview under caution by the Police or a prosecuting authority for health and safety violations.

WHAT IS NOT COVERED

We will not cover claims:

Where **you** are required by the Police to immediately attend an interview under caution at a Police Station.

B) PROSECUTION DEFENCE

We will pay costs for you:

Defence of a criminal prosecution for health and safety violations once **you** receive a summons.

WHAT IS NOT COVERED

We will not cover claims:

- 1 Where **you** are alleged to have committed:
 - a) a motoring offence
 - b) an assault or sexual offence
 - c) fraud, dishonesty or criminal damage
- 2 Where there are criminal proceedings arising from or related to tax or if an application is made under the Proceeds of Crime Act
- 3 For **your employee**, director or a partner of **your** business if **you** are charged under the corporate manslaughter or Corporate Homicide Act 2007
- 4 Where there is an allegation **you** are responsible for damage or loss caused by seepage, pollution or contamination of any kind.

WHAT YOU NEED TO KNOW

We won't pay any costs or fines that you are ordered to pay by a criminal Court.

Section 4 – Regulatory compliance

HEALTH AND SAFETY EXECUTIVE ENFORCEMENT NOTICES

We will pay costs for your:

Appeal against an improvement or prohibition notice issued by the Health and Safety Executive.

Section 5 – Tax protection

We will pay costs in representing **you** before HM Revenue & Customs (HMRC):

A) ASPECT ENQUIRY

When HMRC issues a formal notice to **you, your** director or to **your** business partner to carry out an aspect enquiry into a part(s) of **your** income or corporation tax Self Assessment return.

B) FULL ENQUIRY

When HMRC issues a formal notice to **you, your** director or to **your** business partner to examine all of **your** financial records income or corporation tax.

C) NATIONAL INSURANCE AND PAYE DISPUTES

When HMRC expresses dissatisfaction with **your** p11ds or p9ds or **your** PAYE and/or NIC affairs following an employer compliance visit by HMRC.

D) CURRENT TAX YEAR ENQUIRY

Following a written request by HMRC under Schedule 36 Finance Act 2008 to inspect **your** business records, assets or premises.

E) VAT DISPUTES

Over alleged failure to pay VAT.

WHAT IS NOT COVERED

We will not cover claims under all of Section 5 – Tax protection where:

- 1 There is not a reasonable prospect of reducing the liabilities alleged by HMRC
- 2 Tax returns are late or where **you** have not notified chargeability to tax within the time limits or for tax returns where wholly provisional figures are used
- 3 There is an allegation of fraud or an investigation by HMRC's Fraud Investigation Service, Counter Avoidance Office or the defence of a criminal prosecution
- 4 There is a dispute or enquiry relating to the National Minimum Wage or Living Wage
- 5 There is an allegation of tax avoidance.

What is not covered by this policy

WHAT IS NOT COVERED

We will not cover **you** for:

- 1 The defence of civil legal proceedings concerning:
 - a) injury or disease including psychiatric injury and stress
 - b) damage to or loss or destruction of property
 - c) an alleged breach of professional duty.
- 2 **Costs** incurred without or in excess of **Home & Legacy's** written consent.
- 3 Any **claim** relating to or arising from any cause, event or circumstance occurring before or existing at the start of this **policy** and which has or which **you** knew or should reasonably have known may give rise to a dispute, legal proceedings or HMRC investigation or a **claim**.
- 4 Any dispute falling within the jurisdiction of the Rent Assessment Committee, the Lands Tribunal or the First-tier, tribunal Property Chamber (or regional equivalents).
- 5 Any dispute of legal proceedings where **you** or **your** letting agent are in breach of any legislation in relation to the **deposit**.
- 6 Any type of fine or other financial penalty imposed by a Court, Tribunal or regulatory or supervisory body or taxes, duties, interest or penalties imposed by HMRC.
- 7 Any dispute or legal proceedings in respect of which **you** are, or but for the existence of this **policy** would be, entitled to indemnity under a legal aid certificate or representation order.
- 8 Disputes or legal proceedings between any parties specified as **you** in the **policy** schedule or with any parent, subsidiary or associated company or partner.
- 9 Any dispute **you** have with **your representative**, any party involved in the arrangement of this **policy**, or with **Home & Legacy** or with **us**.
- 10 Any **costs** incurred in a dispute or legal proceedings concerning, arising out of or in connection with
 - a) breach of confidentiality
 - b) passing off
 - c) defamation or malicious falsehood
 - d) the ownership or existence of any intellectual property rights
 - e) a judicial review.

- 11 Any **costs** incurred in a dispute or legal proceedings concerning, arising out of or in connection with **your**:
 - a) intentional wrongdoing
 - b) act or omission with negligent disregard as to its consequences.
- 12 Any **costs** which **you** should or would have had to incur irrespective of any dispute.
- 13 Any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.
- 14 The VAT element of **your claim** if **you** are registered for VAT.
- 15 Any **claim** caused by, happening through or in consequence of terrorism, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- 16 Any **claim** caused by or contributed to by or arising from nuclear reaction, nuclear radiation or radioactive contamination.

Claims conditions

CLAIMS CONDITIONS

There are conditions contained below which must be complied with or met for **us** to provide cover under this **policy**.

1 HOW AND WHEN TO MAKE A CLAIM

Contact details for **Home & Legacy** can be found in 'How to contact us' Section of the policy.

We will only cover **claims** that **you** tell **Home & Legacy** about during **your period of insurance** and for Section 1, Part 1B) Disputes with your tenant only, for up to 30 days after the end of **your period of insurance** provided that the incident which gives rise to the **claim** occurs during the **period of insurance**.

You must tell **Home & Legacy** as soon as possible when

- **You** become aware of any cause, event or circumstance which does or may involve **you** and which has given, or may give rise to a **claim**, dispute, legal proceedings or tax investigation
- **Your tenant** is in **rent** arrears or **you** are seeking possession of the **property** and have issued a statutory notice to do so.

Where **Home & Legacy** have accepted notification as described above, **Home & Legacy** will treat any later **claim** regarding that notified cause, event or circumstance as though the **claim** had been notified during the **period of insurance**.

Home & Legacy will send **you** an insurance claim form that must be completed and returned as soon as possible.

2 WHEN WE WILL AGREE TO COVER YOUR CLAIM OUR CONSENT

We will only cover **claims** where **you** have obtained **Home & Legacy's** consent in writing before incurring any **costs**. **Home & Legacy** will give their consent for **you** to incur **costs** provided that **you** can satisfy them throughout **your claim** that:

- It is reasonable and proportionate (in relation to **your claim**) to incur **costs**
- There are **reasonable prospects of success**, other than Sections of cover:
 - Section 3 – Part A) Interview under caution
 - Section 1 – Part 1 D) Witness attendance allowance
 - Section 1 – Part 2 Alternative accommodation

If during the course of **your claim you** no longer satisfy **Home & Legacy** of the above, cover under this **policy** for **costs** will be withdrawn and:

- Any **costs** incurred on or after the date of withdrawal will not be covered whether **Home & Legacy** previously agreed to them or not

Home & Legacy will make their decision on whether to cover **your claim** based on:

- A fully completed insurance claim form
- The information and documentation **Home & Legacy** reasonably requests
- A legal opinion from **your representative** on whether **your claim** has **reasonable prospects of success** and any professional advice **Home & Legacy** regards necessary.

If **your claim** is accepted by **Home & Legacy**, it does not always mean that all **costs** will be paid, for example **we** will not cover **costs** for things that are not directly relevant to **your claim**. **We** may also limit any cover **we** provide by time, amount or to a specific stage of legal proceedings in order to allow **Home & Legacy** to review the continued acceptance of **your claim**.

If after accepting **your claim**, it is shown that **your claim** has not been brought within the terms and conditions of the **policy**, no further cover will be provided and **we** will recover from **you** any **costs we** have paid.

COUNSEL'S OPINION

At **Home & Legacy's** or **our** discretion they may also require **you** to obtain a legal opinion from Counsel at **your** expense to satisfy them that there are **reasonable prospects of success** and it is reasonable and proportionate (in relation to **your claim**) to incur **costs**.

If based on Counsel's opinion **Home & Legacy** and **we** are satisfied in respect of the above the reasonable **costs** of obtaining that opinion will be paid by **us** subject to the **excess** and the limits shown in **your policy** schedule.

CLAIMS REJECTED DUE TO A LACK OF REASONABLE PROSPECTS OF SUCCESS

If **Home & Legacy** rejected **your claim** solely due to a lack of **reasonable prospects of success**, **we** will pay **costs** that are reasonable and proportionate to the legal and/or financial remedy achieved, subject to the terms and conditions of this **policy** if:

- **You** proceeded with the legal action which formed **your claim** to its conclusion with a Court, Tribunal or equivalent having issued a judgment (excluding any settlement, mediation, alternative dispute resolution or equivalent resolution process) and were successful
- **You** were defending, the judgment found **you** were not at fault
- **You** were pursuing, the judgment awarded **you** the remedy **you** were seeking at the time **Home & Legacy** rejected **your claim**
- **You** tell **Home & Legacy** about it as soon as possible.

Claims conditions

3 SETTLEMENTS

You must inform **Home & Legacy** as soon as an offer of settlement is received and **you** must obtain their consent before **you** make or respond to any offer of settlement.

In any settlement **you** must

- Take into account the prospects of the case and likely future **costs**
- Try to recover as much **costs** as possible.

If **you** unreasonably reject an offer of settlement which **Home & Legacy** recommends acceptance of or make an offer which **Home & Legacy** does not agree with, no further cover will be provided and **we** may seek to recover from **you costs we** have paid.

At **Home & Legacy's** discretion, instead of covering **you** for **costs**, **we** can choose to pay:

- The damages **you** are likely to be awarded by a Court or Tribunal, or
- The amount of money being claimed against **you** or the amount of money the other party will settle for, whichever is the lesser.

If **Home & Legacy** chooses to do this, then **your claim** will end and no further payments of **costs** will be made.

4 CO-OPERATION

You must co-operate with **Home & Legacy** and **your representative** at all times during the course of **your claim**, this includes:

- Allowing **Home & Legacy** and **your representative** to communicate directly with each other about **your** case
- Providing a full and truthful account of **your** case and with all necessary documentation or evidence
- Attending any meetings as required
- Instructing **your representative** to provide **Home & Legacy** with information, documentation or evidence **we** require (even if privileged) and regular updates including when anything negatively affects the factors **Home & Legacy** took into account in accepting **your claim**.

5 RECOVERY OF COSTS

If the outcome of **your** case is that another party is found responsible for reimbursing **you** for some or all of **your costs**, **you** and **your representative** must make every effort to fully recover those **costs** which **you** must pay to **us**.

If the legal case was settled and the terms of the settlement do not specify the split between damages and **costs** then a fair and reasonable proportion of that settlement will be treated as **costs** and paid to **us**.

If costs are recovered from the other party then that money will be repaid to **us** first until all **costs** have been repaid.

6 PAYMENT OF COSTS

A copy of all invoices for **costs** **you** receive from **your representative** should be forwarded to **Home & Legacy** within 30 days of the date the invoice was issued. If **Home & Legacy** requires, **you** must ask **your representative** to send the costs for assessment by a Court or Tribunal or to a costs lawyer of their choice.

You are responsible for the payment of all **costs**. **We** will reimburse **you** for the **costs** covered under **your policy** subject to the **excesses** and the limits shown in **your policy** schedule. **We** may settle these **costs** directly if **Home & Legacy** chooses to do so.

7 APPEALS

If **you** wish to appeal against the judgment or decision of a Court or Tribunal or if there is an appeal against a judgment that is in **your** favour, **Home & Legacy** will consider providing further cover if:

- **We** covered the initial legal proceedings that are being appealed as a **claim** and cover was not withdrawn
- The grounds for the appeal were submitted to **Home & Legacy** as soon as possible and before any deadline set by the Court or Tribunal.

If **Home & Legacy** requires, **you** must co-operate in an appeal against the judgment or decision of a Court or Tribunal.

Claims conditions

8 INSTRUCTION AND CHOICE OF YOUR REPRESENTATIVE, COUNSEL AND EXPERTS

In all cases **your representative** will be appointed in **your** name and on **your** behalf.

Home & Legacy will choose a **representative** to act on **your** behalf other than at the point of an inquiry or legal proceedings where **you** will have freedom to choose **your representative** subject to **Home & Legacy** approving **your** choice.

You will also have freedom to choose **your representative** if there is a legal conflict of interest between **you** and us subject to **Home & Legacy** approving **your** choice.

When selecting **your representative**, **you** must have regard to **your** duty to minimise the cost of any **claim**.

The name and address of **your** chosen **representative** must be notified to **Home & Legacy** in writing. **Home & Legacy** will accept **your** choice if:

- They are satisfied that **your** chosen **representative** will co-operate with them and enable **you** to comply with the terms and conditions of **your policy**
- The **representative** has the necessary experience to deal with the dispute
- The **representative's** charging rates are fair and reasonable in regard to the dispute.

A dispute arising from **your** choice of **representative** may be referred to arbitration in accordance with 'Important information – How to make a complaint about your policy'.

You must not enter into any agreement with **your representative** as to the basis of calculation of **costs** without **Home & Legacy's** written consent.

If in any **claim** **your representative** wishes to instruct Counsel or an expert the following must be submitted to **Home & Legacy** for their approval:

- The expert's or Counsel's name
- Details of their expertise
- Charging rates and estimated cost
- An explanation of the need for such instruction.

Important information

FRAUDULENT CLAIMS

If **you** or anyone acting on **your** behalf make a fraudulent **claim**, **we** will cancel the **policy** from the time the fraud took place, retain any premium and recover from **you** any amount **we** have paid towards the fraudulent **claim**.

DUAL INSURANCE

If any **claims** covered under this **policy** are also covered by another **policy**, or would have been covered if this **policy** did not exist, **we** will only pay **our** share of the **claim** even if the other insurer refuses the claim.

FINANCIAL SERVICES COMPENSATION SCHEME

In the unlikely event Market International Insurance Company Limited cannot meet its obligations, Market International Insurance Company Limited are covered by the financial services compensation scheme (FSCS). **You** may be entitled to compensation up to 90% of the **claim**. Further information about compensation arrangements is available from the FSCS.

INFORMATION YOU HAVE GIVEN US

In deciding to accept this **policy** and in setting the terms and premium, we have relied on the information **you** have given **Home & Legacy**. **You** must take care when answering any questions asked by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** or **Home & Legacy** with false or misleading information **we** will treat this **policy** as if it never existed and decline all **claims**.

If **we** or **Home & Legacy** establish that **you** carelessly provided **us** or **Home & Legacy** with false or misleading information it could adversely affect **your policy** and any **claim**. For example, **we** may:

- Treat this **policy** as if it had never existed and refuse to pay all **claims** and return the premium paid. **We** will only do this if **we** provided **you** with cover which **we** would not otherwise have done
- Amend the terms of **your policy**. **We** may apply these terms as if they were already in place if a **claim** has been negatively affected by **your** carelessness
- Reduce the amount **we** pay on a **claim** in proportion to the premium **you** have paid against the premium **we** would have charged **you**
- Cancel **your policy** in accordance with the cancellation information below.

Important information

Home & Legacy will write to **you** or **your** insurance broker if **we**:

- Intend to treat **your policy** as if it never existed
- Need to amend the terms of **your policy**.

If **you** become aware that information **you** have given us is inaccurate, **you** must inform us as soon as possible.

CANCELLATION

You can write to **Home & Legacy** to cancel the **policy** if less than 14 days of the **policy** have expired and **we** will refund **your** premium in full provided that **you** have not notified or made a **claim** under the **policy**.

If the **property** is sold by **you** or **you** cease to be party to the **tenancy agreement** this **policy** may be cancelled by **you** and **Home & Legacy** will refund **your** premium less the time **we** have insured **you** for and a small administration fee. **We** will not refund a premium amount of less than £15 plus Insurance Premium Tax.

Cancellation requests must be made to:

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

Telephone: 0344 893 8360 or if you are calling from overseas
+44 (0) 20 3118 7777

Email: info@homeandlegacy.co.uk

The **policy** may be cancelled by **us** at any time, if **we** choose to do this **Home & Legacy** will give **you** 30 days' notice in writing and **Home & Legacy** will refund the premium less the time **we** have insured **you** for. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- If **you** have not paid the premium
- A change in risk which means that **we** can no longer provide **you** with this Cover
- If **you** do not supply any information or documentation that **Home & Legacy** has asked for
- Threatening or abusive behaviour or the use of threatening or abusive language.

If this happens, cover under **your policy** for **costs**, will be automatically withdrawn and any **costs** incurred, on or after the date of withdrawal will not be covered whether **Home & Legacy** previously agreed to them or not.

The premium will be recalculated based on the time **we** have insured **you**.

No return of premium will be allowed if **you** have notified or made a **claim**.

HOW TO MAKE A COMPLAINT ABOUT YOUR POLICY

If **you** are not satisfied with **your policy** then **you** should contact:

The Operations Director
Home and Legacy Insurance Services Limited
500 Avebury Boulevard
Milton Keynes
Buckinghamshire MK9 2LA

Telephone: 0344 893 8360 or if **you** are calling from overseas
+44 (0) 20 3118 7777

Email: info@homeandlegacy.co.uk

If there is a dispute that cannot be resolved through our complaints process then **you** may be able to refer the matter to the Financial Ombudsman Service who will arbitrate over the dispute as long as they have jurisdiction over the matter.

You can contact them at the following:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange
London
E14 9SR

Tel: 0800 023 4567 or 0300 123 9123
www.financial-ombudsman.org.uk

This procedure will not prejudice **your** right to take legal proceedings.

If the Financial Ombudsman Service cannot arbitrate over the dispute then **we** and **you** shall both agree on an independent arbitrator (who must be a solicitor or barrister) to arbitrate over the dispute.

Important information

Any dispute between **you** and us will be decided by arbitration. The arbitrator will be a single arbitrator, either a solicitor or barrister practicing in the Law of England and Wales. The arbitration will take place in England. The arbitration will be governed by both the laws of England and Wales and the Arbitration Act 1996. The apportionment of the costs of the arbitration will be decided by the arbitrator. If **we** and **you** cannot agree on the choice of an arbitrator, an arbitrator will be nominated by the President of either the Law Society or the Bar Council in England and Wales. The costs of the arbitration will be paid by the party that loses the arbitration.

HOW TO MAKE A COMPLAINT ABOUT THE MARKEL ADVICE LINE

The telephone legal advice is provided by Markel Law LLP and can advise on general UK law. Markel Law LLP makes no additional charge for providing these telephone services.

Markel Law LLP is authorised and regulated by the Solicitors' Regulation Authority ("SRA") under SRA number 459781 and is part of the Markel group of companies.

If **you** have a complaint about these telephone legal advice services **you** should contact The Director of Compliance, Markel Law LLP, The Observatory, Chapel Walks, Manchester M2 1HL who will provide details of the complaints procedure, including details of how the complaint will be dealt with internally and if required, by the Legal Ombudsman. For complaints about any other advice given then **you** should contact **Home & Legacy** using the details in 'Important information – How to make a complaint' and we will do our best to resolve the problem.

PERSONAL INFORMATION/ PRIVACY POLICY STATEMENT

We collect and use relevant information about **your** business to provide insurance cover and to meet our legal obligations.

This information includes details such as names and addresses (and may include more sensitive details such as information about health and criminal convictions).

THE BASICS

The way insurance works means that information may be shared with and used by a number of third parties in the insurance sector but only in connection with the insurance cover that **we** provide to **you**.

OTHER PEOPLE'S DETAILS YOU PROVIDE TO US

We will process individual's details, as well as any other personal information **you** provide to **Home & Legacy** in respect of **your** insurance cover, in accordance with **our** privacy notices and applicable data protection laws.

To enable **us** to use individual's details in accordance with applicable data protection laws, **we** need **you** to provide those individuals with certain information about how we will use their details in connection with **your** insurance cover.

As such, **you** agree to provide each individual concerned this notice:

- On or before the date that individual becomes insured under this **policy** or
- The date that **you** first provide information about the individual to **us**.

We are committed to only using the personal information **we** need to provide **you** with **your** insurance cover. To help **us** achieve this, **you** should only provide to us information about individuals that **Home & Legacy** asks for from time to time.

WANT MORE DETAILS?

For more information about how **we** use personal information provided to us please see **our** full Markel privacy notice, a copy of which is available online at www.markelinternational.com/foot/privacy-policy or on request.

CONTACTING US AND INDIVIDUAL RIGHTS

Individuals have rights in relation to the information **we** hold about them, including the right to access their information. Please contact **us** at dataprotectionofficeruk@markel.com or by writing to the Data Protection Officer, Markel International, 20 Fenchurch Street, London, EC3M 3AZ if you are an individual wishing to exercise your rights, to discuss how **we** use your information or to request a copy of our full Markel privacy notice.

HOME & LEGACY'S PRIVACY NOTICE

Introduction

This notice explains how we collect, use and store personal information. Your privacy and personal information are important to us and we are committed to keeping it protected. We've tried to make this notice as clear and transparent as possible, so you are confident about how we use your information. As data controller, we are responsible for decisions about how your information will be processed and managed. You will also find details below regarding your rights under data protection laws and how to contact us.

1 Who we are and whose personal information we collect

When we refer to "we", "us" and "our" in this notice it means Home and Legacy Insurance Services Limited. When we say "you" and "your" and "individuals" in this notice, we mean anyone whose personal information we may collect, including:

- anyone seeking an insurance quote from us or whose details are provided during the quotation process

Important information

- policyholders and anyone named on or covered by the policy
- anyone who may benefit from or be directly involved in the policy or a claim, including claimants and witnesses
- anyone who has a business relationship or transacts business with us or provides us with a service, such as the insurers who underwrite your cover, insurance brokers and intermediaries.

2 How we use personal information

We use personal information in the following ways:

- to provide quotes, administer policies and policyholder claims to fulfil our contract
- to administer third party claims, deal with complaints and prevent financial crime to meet our legal obligations
- to manage our business, conduct market research and manage our relationships with insurers and other business partners to meet the legitimate needs of our business
- to send marketing information about our products and services if we have received your specific consent.

There is no obligation to provide us with personal information, but we cannot provide our products and services without it.

Anyone whose personal information we hold has the right to object to us using it. They can do this at any time by telling us and we will consider the request and either stop using their personal information or explain why we are not able to. Further details can be found below.

3 Automated decision making, including profiling

We may use automated decision making, including profiling, to assess insurance risks, detect fraud, and administer your policy. This helps us decide whether to offer insurance, determine prices and validate claims.

Anyone subject to an automated decision has the right to object to it. To do so please contact us using the details in Section 9: Know Your Rights and we will review the decision.

4 The personal information we collect

The information we collect will depend on our relationship with you. We collect the following types of personal information so we can complete the activities in Section 2: How we use personal information:

- basic personal details such as name, age, contact details and gender
- family, lifestyle and social circumstances, such as marital status, dependants and employment type
- financial details such as direct debit or payment card information

- photographs and/or video, including surveillance to help us manage policies and assess claims
- tracking and location information if it is relevant to the insurance policy or claim
- identification checks and background insurance risk details including previous claims information
- information relating to the use of our websites via the use of cookies
- accessibility details if we need to make reasonable adjustments to help
- business activities if it is relevant to the insurance policy or claim.

In certain circumstances, we may request and/or receive special category or sensitive information about you. We would only collect this information if it is relevant to the insurance policy or claim or where it is necessary for a legal obligation:

- your current or former physical or mental health
- criminal offences, including alleged offences, criminal proceedings, outcomes and sentences (previous criminal convictions, bankruptcies and other financial sanctions such as County Court Judgements).

5 Where we collect personal information

We collect personal information direct from individuals, their representatives or from information they have made public, for example, on social media.

We also collect personal information from other persons or organisations, for example:

- credit reference and/or fraud prevention agencies
- emergency services, law enforcement agencies, medical and legal practices
- insurance industry registers and databases used to detect and prevent insurance fraud, for example, the Motor Insurance Database (MID), the Motor Insurers Anti-Fraud and Theft Register (MIAFTR) and the Claims and Underwriting Exchange (CUE)
- insurance investigators and claims service providers
- insurers or service providers who underwrite the insurance or provide the services for our products
- other involved parties, for example, claimants or witnesses.

We also collect information from your computer in the form of cookies. Please refer to our Cookie Policy for more details <https://www.homeandlegacy.co.uk/home/toolbar/privacy.html>

Important information

6 Sharing personal information

We only share your information when necessary for the purposes stated in Section 2: How We Use Personal Information.

We may share personal information with:

- other companies within the global Allianz Group www.allianz.com
- credit reference, fraud prevention and other agencies that carry out certain activities on our behalf, for example, the Motor Insurance Database (MID), the Insurance Fraud Bureau (IFB)
- our approved suppliers to help deal with claims or to provide and manage our services, for example, vehicle repairers, legal advisors, loss adjusters, premium finance companies and risk surveyors
- insurers, third party underwriters, reinsurers, insurance intermediaries, regulators, law enforcement and the Financial Ombudsman Service (FOS); and other organisations that provide services to us or you, for example, the Claims and Underwriting Exchange (CUE)
- external agencies for market research purposes
- prospective buyers in the event that Allianz Holdings plc wishes to sell all or part of our business.

7 Transferring personal information outside the UK

We use servers located in the European Union (EU) to store personal information where it is protected by laws equivalent to those in the UK. We may transfer personal information to other members of the global Allianz Group to manage the insurance policy or claim; this could be inside or outside the EU. We have Binding Corporate Rules (BCRs) which are our commitment to the same high level of protection for personal information regardless of where it is processed. These rules align with those required by the European Information Protection authorities. See Section 12: Allianz Privacy Standards (APS) for more information about BCRs or contact our Data Protection Officer.

Some of the organisations personal information is shared with have servers outside the EU. Our contracts with these organisations require them to provide equivalent levels of protection for personal information.

8 How long we keep personal information

We keep information only for as long as we need it to administer the policy, manage our business or as required by law or contract.

9 Know your rights

Any individual whose personal information we hold has the following rights (data subject rights) in relation to how that information is held or processed by us:

- **The right to object** – individuals can object to us processing their data and we will either agree to stop processing or explain why we are unable to
- **The right of access** – individuals can request a copy of their personal information we hold, subject to certain exemptions (a subject access request)
- **The right of rectification** – individuals can ask us to update or correct their personal information to ensure its accuracy

- **The right to be forgotten** – individuals can ask us to delete their personal information from our records if it is no longer needed for the original purpose
- **The right of restriction** – individuals can ask us to restrict the processing of their personal information in certain circumstances
- **The right to data portability** – individuals can ask for a copy of their personal information, so it can be used for their own purposes
- **The right to withdraw consent** – individuals can ask us, at any time, to stop processing their personal information, if the processing is based only on individual consent
- **The right to make a complaint** – individuals can complain if they feel their personal information has been mishandled. We encourage individuals to come to us in the first instance but they are entitled to complain directly to the Information Commissioner's Office (ICO) www.ico.org.uk

If you wish to exercise any of these rights you can do so by contacting our Operations Director.

Address: Home and Legacy Insurance Services Limited,
500 Avebury Boulevard, Milton Keynes, Buckinghamshire
MK9 2LA
Email: info@homeandlegacy.co.uk
Phone: 0344 893 8360

10 Allianz (UK) Group Data Protection Officer contact details

Home and Legacy Insurance Services Limited is a wholly owned subsidiary of Allianz Holdings plc

Any queries about how we use personal information should be addressed to our Data Protection Officer:

Address: Allianz, 57 Ladymead, Guildford, Surrey GU1 1DB
Email: dataprotectionofficer@allianz.co.uk
Phone: 0330 102 1837

11 Changes to our Privacy Notice

This Privacy Notice was last updated in September 2020

Occasionally it may be necessary to make changes to this notice. When that happens we will provide an updated version at the earliest opportunity.

The most recent version will always be available on our website www.homeandlegacy.co.uk.

12 Allianz Privacy Standards (APS)

The Allianz Privacy Standard constitutes Allianz' Binding Corporate Rules (BCRs) and provides you with information on the rules governing the international transfer of personal data between Allianz Group companies operating in the European Economic Area (EEA) and Allianz Group companies outside that area. The Allianz Privacy Standard also describes your rights in respect of such transfers, what to do if you want to exercise your rights or complain about such transfers, and how to contact us. The latest Allianz Privacy Standard can be found at <https://www.allianz.com/en/privacy-statement.html>.

Important information

RIGHTS OF THIRD PARTIES

A person who is not a party to this **policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

BREACH OF SANCTIONS

We provide no cover for any **claim** if it means **we** would be in breach of any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of The European Union, The United Kingdom or The United States of America.

APPLICABLE LAW

The laws of England and Wales apply to this **policy** and any Acts of Parliament referred to are as amended.

BREXIT

We provide no cover for any **claim** where the regulatory risk location is within the European Economic Area (EEA) excluding the United Kingdom of Great Britain and Northern Ireland.

LIQUIDATION

If **you** are placed in liquidation, receivership, administration or bankruptcy or enter into a voluntary arrangement or deed of arrangement or if any application is made to the Court or if a meeting for any of these reasons is held, this **policy** will automatically terminate. If this happens, cover under **your policy** for **costs** will be automatically withdrawn and any **costs** incurred on or after the date of withdrawal will not be covered whether **we** previously agreed to them or not.

HOME & LEGACY

EXPERTLY CRAFTED
INSURANCE

For further information about Home & Legacy Landlord's Legal Expenses cover,
please contact your insurance intermediary or call us on 0344 893 8360.

Visit our website at homeandlegacy.co.uk.



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 Conduct Authority. Financial Services Register number is 307523.

