



LEGAL SERVICES

Residential Landlords Legal Solutions

This Policy sets out the agreement between you and ARAG. Please read this Policy carefully to familiarise yourself with the terms and conditions. If you are unsure about anything in this document please contact whoever you purchased your Policy from

HELP WHEN YOU NEED IT:

Personal Legal Advice available 24/7 on EU law

UK tax advice available between 9.00am and 5.00pm Monday to Friday, phone

0844 581 0400

You can report a claim between 9.00am and 5.00pm Monday to Friday on

0117 917 1698 OR

www.arag.co.uk/newclaims

What is Legal Expenses Insurance?

Legal Expenses Insurance is an insurance product that will help protect you should you need to pursue or defend your legal rights. Legal issues can be complex and sometimes difficult to resolve, but with Legal Expenses Insurance you will have peace of mind knowing that we are with you every step of the way, by removing the financial burden that stressful legal situations can bring. Legal Expenses Insurance is designed to help in a number of situations including:

- assistance with the eviction of squatters from your property.
- defence of prosecutions brought against you.
- help to repossess your property.
- help to recover unpaid rent due from your tenants.
- pursuing a claim against another party following damage to your property.
- accommodation costs up to £75 per day whilst you are trying to regain possession of your property up to a maximum of £2,250 in total

Our claims staff and those appointed on your behalf, will be available to answer your questions, by telephone or e-mail, to provide you the reassurance you need at what can be a very difficult time.

When a claim does occur, we will appoint a solicitor, or another professional with the expertise in the area of law that matches your problem; this being a key component to providing maximum impact at outset.

Who is ARAG?

ARAG plc is part of ARAG SE, one of the world leaders in legal insurance. ARAG is actively assisting customers in Europe and the USA, generating a premium income of over €1.5 billion. Services relating to the law embrace the historical and strategic core of the company making it today the natural choice for millions of people.

What to do if you need to claim under this policy

If you need to make a claim you must notify us as soon as possible.

1. Under no circumstances should you instruct your own lawyer or accountant as we will not pay their costs and it could invalidate your cover.
2. You can request a claim form between 9am and 5pm Monday to Friday (except bank holidays) by telephoning 0117 917 1698 or online at www.arag.co.uk/newclaims (for our mutual protection and training purposes, calls may be recorded). Please have your policy schedule to hand.
3. We will issue you with a written acknowledgement within one working day of receiving your claim form.
4. Within five working days of receiving all the information needed to assess the availability of cover under the policy, we will write to you either:
 - confirming the appointment of a suitably qualified representative who will promptly progress the claim for you; or
 - if the claim is not covered, explaining in full why and whether we can assist in another way.

How to contact us for personal legal advice or tax advice

Phone us on 0844 581 0400 to get legal advice over the phone about any problem you have either as a landlord or concerning any other personal legal matter or for advice about UK tax rules. Legal advice is available 24/7 while tax advice is available 9am-5pm Monday to Friday.

How to download legal documents for landlords

Once registered, you can download legal documents to give (section 8 and 21) notices to your tenant to leave, demand unpaid rent, give notice of the deposit protection scheme and you can access various other documents that will help you as a landlord and property owner. You can also access our on-line law guide. Register at www.arag.co.uk/docs and enter the voucher code provided by your insurance advisor.

What happens if I change my mind after taking out the Policy?

The Policy provides you with a 14 day reflection period in which to decide whether you wish to continue. Cancellation is fully explained in condition 9 of the Policy wording.

What happens if the insurer cannot meet its liabilities?

Brit Syndicate 2987 at Lloyd's is covered by the Financial Services Compensation Scheme ("FSCS"). You may be entitled to compensation up to 90% of your claim in the unlikely event that the Insurer cannot meet its obligations. Further information about compensation scheme arrangements is available from the FSCS.

About us and your insurer

ARAG plc is authorised and regulated by the Financial Conduct Authority (firm reference no. 452369) and is authorised to administer this insurance on behalf of Brit Syndicate 2987 at Lloyd's. Brit Syndicate 2987 at Lloyd's is managed by Brit Syndicates Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority, registration number 204930. You can check this by visiting the FCA website at www.fca.gov.uk

Complaints

▪ Step 1

ARAG is committed to providing a first class service at all times. However, if a complaint arises, this should be addressed to our Customer Relations Department where we will arrange to have it reviewed at the appropriate level. We can be reached in the following ways:

- ☎ 0844 472 2938 (hours of operation are 9am-5pm, Monday to Friday excluding bank holidays, for our mutual protection and our training purposes, calls may be recorded).
- @ customerrelations@arag.co.uk
- ✉ ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

▪ Step 2

Should you remain dissatisfied you may be entitled to pursue your complaint further with Lloyd's. They can be reached in the following ways:

- ☎ 0207 327 5693, Fax: 0207 327 5225
- @ complaints@lloyds.com
- ✉ Policyholder & Market Assistance, Market Services, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Kent ME4 4RN

▪ Step 3

If Lloyd's is not able to resolve the complaint to your satisfaction then you may refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. The FOS can normally deal with complaints from small businesses with an annual turnover of less than €2 million. They can be contacted at:

☎ 0845 080 1800
✉ enquiries@financial-ombudsman.org.uk
✉ Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

The FOS's decision is binding upon the insurer, but you are free to reject it without affecting your legal rights.

YOUR POLICY COVER

This policy is evidence of the contract between **You** and the **Insurer**.

Following an INSURED EVENT the **Insurer** will pay **Your Legal Costs & Expenses** provided that:

- 1) **You** have paid **Your** premium
- 2) **Your** claim
 - always has **Reasonable Prospects of Success**
 - is reported to **Us** during the **Period of Insurance** and within 60 days of **You** first becoming aware of circumstances which could give rise to a claim under this policy.
- 3) unless there is a conflict of interest, **You** agree to use the **Appointed Advisor** nominated by **Us** in any claim
 - falling under the jurisdiction of the **Small Claims Court**, and/or
 - prior to the issue of proceedings
- 4) the dispute can be heard by a court (or other body that **We** agree to).

INSURED EVENTS

A - LEGAL EXPENSES

1. **Property damage, nuisance and trespass**
 - a. An event which causes visible damage to **Your Property** and/or anything owned by **You** at **Your Property**
 - b. a public or private nuisance or a trespass relating to **Your Property**

What is not covered under INSURED EVENT 1.

- 1) Damage to **Your Property** that arises from or relates to a contractual agreement other than a tenancy agreement
- 2) The first £250 of each and every claim brought under 1b), except where **You** bring a claim against a person who is living at **Your Property** without **Your** permission. **We** will ask **You** to pay the first £250 when **We** accept **Your** claim
- 3) Trespass by **Your** tenant or ex-tenant.

2. **Repossession**

2.1 Cover for tenancies under the Housing Acts for England, Wales and Scotland

- (i) an assured shorthold tenancy; or
- (ii) a shorthold tenancy; or
- (iii) an assured tenancy; or

As defined by the Housing Act 1988 as amended by the Housing Act 1996 and the Assured Tenancies (Amendment) (England) Order 2010 or the Housing (Scotland) Act Providing **You**

- a) give the tenant the correct notices for the repossession of the **Property**; and
- b) try to get repossession under:

- Schedule 2, Part 1 (grounds 1 to 8) of the Housing Act 1988 as amended by the Housing Act 1996; or
- Schedule 5, Part 1 (grounds 1 to 8) of the Housing Act (Scotland) 1988
- Part 1, Section 21 of the Housing Act 1988 amended by the Housing Act 1996; or
- Part 2, Section 33 of the Housing Act (Scotland) 1988

2.2 Cover for tenancies that do not fall under the Housing Acts for England, Wales and Scotland

Pursuit of **Your** legal rights to repossess **Your Property** that **You** have let

- (i) under a contractual tenancy agreement that was created after 1988 where **Your Property** is let for residential purposes and the annual rent is no greater than £100,000 and the provisions of the Housing Acts in England, Wales and Scotland do not apply to **Your** tenancy; or
- (ii) in accordance with the Private Tenancies (Northern Ireland) Order 2006; or
- (iii) that **You** have let to a limited company or business partnership for residential use by employees; or
- (iv) where **You** live at **Your Property** and have one or two written licence agreement(s) which contain(s) a termination clause

Provided that

- (a) in respect of 2.2 (i) above **You** will be seeking repossession in accordance with the forfeiture clause of the contractual tenancy agreement
- (b) in respect of 2.2 (iv) above **You** will be seeking to invoke the termination clause

3. Recovery of rent arrears

Pursuit of **Your** legal right to recover rent owed to **You** by **Your** tenant or ex-tenant

4. Prosecution defence

A prosecution against **You** that arises from **You** letting out **Your Property**

5. Accommodation costs

Your accommodation costs up to £75 per day up to a maximum of £2,250 in total while **You** are unable to get possession of **Your Property** providing that possession is sought because **You** wish to live at **Your Property**

WHAT IS NOT INSURED BY THIS POLICY

You are not covered for any claim arising from or relating to:-

1. **Legal Costs & Expenses** incurred before **We** accept **Your** claim
2. any actual or alleged act, omission or dispute occurring prior to, or existing at the start of the policy, which **You** knew or ought reasonably to have known could give rise to a claim under this policy
3. any disagreement with **Your** tenant during the first 90 days of the first **Period of Insurance** where the tenancy agreement started before the start of this policy
4. an allegation or prosecution against the **You** involving:
 - assault, violence or dishonesty;
 - malicious falsehood;

- the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials;
 - illegal immigration;
 - offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
5. the other side's costs in criminal cases, fines, penalties or compensation awarded against **You**
 6. registering assessing or reviewing rent, rent control, rent, rates or land tribunals or service charges
 7. a property which is or should have been registered as a House of Multiple Occupation
 8. a judicial review
 9. a dispute with **Us** or the **Insurer** not dealt with under Condition 6 below
 10. a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
c) war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
d) pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
e) any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action. If the **Insurer** alleges that by reason of this exclusion any liability or loss is not covered by this policy, the burden of proving the contrary shall be upon **You**
 11. Any dispute between **You** and a managing agent

CONDITIONS WHICH APPLY TO THE WHOLE POLICY

Failure to keep to any of these conditions may lead the **Insurer** to cancel **your** policy, refuse a claim or withdraw from an ongoing claim. The **Insurer** also reserves the right to recover **Legal Costs & Expenses** from **you** should this occur

1. **Your** Responsibilities

You must

- a) observe and keep to the terms of the policy
 - b) not do anything that hinders **us**, the **Insurer** or the **Appointed Advisor**
 - c) tell **us** immediately after **you** first become aware of any cause, event or circumstances which could give rise to a claim under this policy
 - d) tell **us** immediately of anything that may materially alter **our** assessment of the claim
 - e) cooperate fully with the **Appointed Advisor** and **us**, give the **Appointed Advisor** any instructions **we** require, and keep them updated with progress of the claim
 - f) provide **us** with everything **we** need to help **us** handle the claim
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- g) take reasonable steps to recover **Legal Costs & Expenses** that the **Insurer** pays and pay to the **Insurer** all costs that are recovered should these be paid to **you**
 - h) tell the **Appointed Advisor** to have the **Legal Costs & Expenses** assessed or audited if **we** require
 - i) minimise any **Legal Costs & Expenses** and try to prevent anything happening that may cause a claim
 - j) allow the **Insurer** at any time to take over and conduct in **your** name any claim, proceedings or investigation

2. The **Appointed Advisor**

- a) In certain circumstances as set out in 2 c) below **You** can choose an **Appointed Advisor**. In all other cases **We** shall choose the **Appointed Advisor**.
- b) Where **You** wish to exercise the right to choose, **You** should write to **Us** with **Your** nominated representative's contact details. **Your** chosen **Appointed Advisor** must agree to act under **Our** standard terms of business (which may include a "no-win-no-fee" agreement) and must cooperate with **Us** at all times
If we disagree over the appointment of an **Appointed Advisor** then **We** will agree for another suitably qualified person to decide the matter
- c) If either **We** agree to start legal proceedings or legal proceedings are issued against **You** and the court requires any representative to be legally qualified, or there is a conflict of interest, **You** may choose a suitably qualified **Appointed Advisor**. **Your** right to choose never applies to **Small Claims Court** claims unless there is conflict of interest
- d) If the **Appointed Advisor** refuses with good reason to continue acting for **You**, or **You** dismiss the **Appointed Advisor** without good reason, or **You** withdraw from the claim without **Our** written agreement, cover will end immediately

3. **Our Consent**

We must give **our** written consent to **you** to incur any **Legal Costs & Expenses**. The **Insurer** does not accept any liability for **Legal Costs & Expenses** incurred without **our** written consent.

4. **Settlement**

- a) The **Insurer** has the right to settle the claim by paying the value of **your** claim
- b) **You** must not negotiate, settle the claim or agree to pay any **Legal Costs & Expenses** incurred without **our** written agreement
- c) If **you** refuse to settle the claim following
 - (i) a reasonable offer, or
 - (ii) advice to do so from the **Appointed Advisor**the **Insurer** may refuse to pay further **Legal Costs & Expenses**

5. **Counsel's Opinion**

We may require **you** to obtain and pay for an opinion from counsel regarding the merits or value of the claim. If the opinion supports **you** then the **Insurer** will pay for the opinion.

6. **Arbitration**

If there is a dispute between **You** and **Us** about the handling of a claim or the choice of an **Appointed Advisor**, **You** can make a complaint to **Us** as described on page 3 of this policy and **We** will try to resolve the matter. If we are unable to satisfy **Your** concerns **You** can ask the Financial Ombudsman Service to review **Your** complaint. (See page 3 of this policy). Otherwise any dispute that remains unresolved shall be referred for arbitration to an independent solicitor to be agreed by the parties. If an independent solicitor cannot be agreed upon, then an arbitrator will be appointed by the President for the time being of England and Wales. The arbitration shall be subject to the arbitration acts and the arbitrator's decision shall be binding on the parties

7. Dual Insurance

The **Insurer** will not pay for any claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist.

8. Fraudulent Claims

If **you** make any claim under the policy which is fraudulent or false, the policy shall become void and all benefit under it will be forfeited including the premium.

9. Cancellation

- a) **You** may cancel the policy within 14 days of the date of issue of this policy with a full refund of the **insurance premium** paid unless **you** have notified a claim which has been or is subsequently accepted under this policy in which case no return of premium shall be allowed.
- b) **You** may cancel this policy the policy at any time by giving at least 21 days' written notice to **us**. The **Insurer** will refund part of the premium for the unexpired period unless **you** have notified a claim which has been or is subsequently accepted under this policy in which case no return of premium shall be allowed.
- c) Where there is a valid reason for doing so, the insurer has the right to cancel the policy at any time by giving at least 21 days' written notice to you/the insured. The insurer will refund part of the premium for the unexpired term. We will set out the reason for cancellation in writing. Valid reasons may include but are not limited to:
 - (i) where the party claiming under this policy fails to co-operate with or provide information to **us** or the **contractor/appointed representative/Call Assist** in a way that materially affects **our** ability to process a claim, or **our** ability to defend the **insurer's** interests,
 - (ii) where the party claiming under this policy uses threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers,
 - (iii) where **we** reasonably suspect fraud.

10. Acts of Parliament & Jurisdiction

All Acts of Parliament within the policy shall include any subsequent amendment or replacement legislation.

This policy will be governed by English Law.

11. Data Protection Act

It is agreed by **you** that any information provided to **us** &/or the **Insurer** regarding **you** will be processed by **us** &/or the **Insurer**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

12. Contracts (Rights of Third Parties) Act 1999

A person who is not party to this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.

MEANING OF WORDS & TERMS

Certain words and terms contained in this policy have been defined as they have the same meaning wherever they appear.

Appointed Advisor

The solicitor or other advisor appointed by **us** to act on **your** behalf

Insurer

Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof)

Legal Costs & Expenses

- a) Reasonable legal costs, fees and disbursements reasonably and proportionately charged by the **Appointed Advisor on the Standard Basis** and agreed in advance by **Us**
- b) Other side's costs, except if you are prosecuted, where **You** have been ordered to pay them or pay them with **Our** agreement
- c) **Your** basic wages or salary from your work as an employee while attending court at the request of the **Appointed Advisor** where **Your** employer does not pay **You** for time lost up to a maximum of £100 per day and £1,000 in total)
- d) Accommodation expenses for Insured Event A 5)

Limit of Indemnity

£50,000 which is the maximum **Legal Costs & Expenses** payable by the **Insurer** in respect of all claims related by time or original cause.

Period of Insurance

The period stated in the Policy Schedule.

Property

The property shown in **Your** schedule to which this policy attaches and which is located in England and Wales, Scotland or Northern Ireland

Reasonable Prospects of Success

Where **You** have a greater than 50% chance of successfully pursuing **Your** claim against another person. If **You** are seeking damages or compensation, there must also be a greater than 50% chance of enforcing any judgment that might be obtained

In criminal prosecution claims where **You**

- a) plead guilty, where there is a greater than 50% chance of successfully mitigating **Your** sentence or fine or
- b) plead not-guilty, where there is a greater than 50% chance of that plea being accepted by the court

In all claims involving an appeal, where **You** have a greater than 50% chance of being successful

Small Claims Court

A court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999; a Sheriff court in Scotland where the sum in dispute is less than £3,000 or a court in Northern Ireland where the sum in dispute is less than £2,000

Standard Basis

The basis of assessment of costs where the court only allows recovery of costs which are proportionate to the claim and which have been reasonably incurred

Territorial Limit

England, Scotland and Wales

We/Us/Our

ARAG plc who are authorised under a binding authority agreement to administer this insurance on behalf of the **Insurer**, Brit Syndicate 2987 at Lloyd's.

You/Your

The person(s) named in the policy schedule and/or any person or business appointed as their agent to manage the letting of the named person's **Property** to the extent that any such agent has acted on behalf of the person named in the policy schedule

ARAG plc registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN. ARAG is authorised and regulated by the Financial Conduct Authority firm registration number 452369.

Brit Syndicates Limited, the managing agent for Brit Syndicate 2987 at Lloyd's, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

This can be checked by visiting the FCA website at www.fca.org.uk/register or by contacting the FCA on 0845 606 1234.

ARAG plc and Brit Syndicate 2987 at Lloyd's are covered by the Financial Ombudsman Service.

www.ARAG.co.uk