

# LANDLORDS LEGAL EXPENSES INSURANCE



FIRST FOR JUSTICE

## INSURANCE PRODUCT INFORMATION DOCUMENT

**Company:** DAS Legal Expenses Insurance Company Limited

**Product:** Select & Protect Property Let Legal Protection

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority. Registered in England & Wales.

**This document is a summary of the insurance cover and restrictions. Please refer to your policy documentation for full details of your cover and the terms and conditions.**

### WHAT IS THIS TYPE OF INSURANCE?

Property Let Legal Protection Insurance provides you with access to telephone legal advice, along with insurance cover for legal costs and expenses should you experience one of the legal problems relating to the letting of your property covered by this policy.



### WHAT IS INSURED?

#### Repossession

- ✓ Regaining possession of your property from your tenant

#### Property Damage

- ✓ Disputes relating to someone causing damage to your property

#### Eviction of Squatters

- ✓ Eviction of someone living in your property without your permission (other than your tenant or ex-tenant)

#### Rent Recovery

- ✓ Recovery of rent owed by your tenant where it has been overdue for at least a month

#### Rent Arrears

- ✓ Payment of rent arrears where your tenant is still in your property

#### Legal Defence

- ✓ Defence of criminal prosecutions relating to the letting of your property or defence of an appeal under disability discrimination legislation

#### Tax Protection

- ✓ If HM Revenue & Customs conduct an examination which includes all areas of your self-assessment tax return

#### Contract Disputes

- ✓ Disputes over buying or hiring in of any goods or services in relation to your property

#### Hotel Expenses

- ✓ Payment of hotel costs while you try to gain possession of your property

#### Storage Costs

- ✓ Payment of costs to store your household possessions while you are unable to occupy your property after termination of your tenancy agreement

#### Helplines

- ✓ Legal advice
- ✓ Tax advice
- ✓ Domestic assistance
- ✓ Counselling service



### WHAT IS NOT INSURED?

- ✗ Claims where the lawyer we appoint for you does not believe you will be more likely than not to win your case
- ✗ Costs you incur before we have agreed to cover your claim
- ✗ Legal problems that started before the date your cover begins
- ✗ Costs which exceed your policy limit of £50,000 for any one claim
- ✗ Fine, penalties, compensation or damages you are ordered to pay by a court or other authority
- ✗ Any matter to do with rent, rate or land tribunals, rent assessment committees or rent officers
- ✗ A dispute with your tenant within 90 days of taking out cover, if the tenancy started before you took out this policy
- ✗ Contractors' charges arising from the use of our domestic assistance helpline
- ✗ Claims reported more than 90 days after the date you should have known about the insured incident



### ARE THERE ANY RESTRICTIONS ON COVER?

You are not covered for:

- ! The use of your own lawyer. We will appoint a lawyer or other professional for you. You may choose your own lawyer only when legal proceedings start or if there is a conflict of interest
- ! **Repossession** claims where:
  - your property is not let under an assured shorthold, short assured or an assured tenancy under the 1988 Housing Act, Housing (Scotland) Act or The Private Tenancies Order 2006 (Northern Ireland)
  - you have not provided the tenant with the correct notices
- ! **Property Damage** claims where the amount in dispute is £1,000 or less
- ! **Rent Arrears** unless you are seeking repossession of the property and have obtained satisfactory references for the tenant at the start of the tenancy
- ! **Tax Protection** claims:
  - relating to a company or where you are self-employed, a sole trader or in a business partnership
  - relating to criminal investigations
- ! **Contract** claims:
  - where the amount in dispute is £100 or less
  - relating to building work exceeding £5,000 incl. VAT
  - relating to your tenancy agreement, loan, mortgage, pension, borrowing or investment
  - where you haven't entered into the agreement during the period of insurance
- ! **Hotel Expenses** after a maximum of 30 days or costs exceeding £150 per day
- ! **Storage Costs** after a maximum of 4 weeks or costs exceeding £10 per day



## WHERE AM I COVERED?

- ✓ For all insured incidents, the United Kingdom of Great Britain and Northern Ireland



## WHAT ARE MY OBLIGATIONS?

It is your responsibility to:

- Co-operate fully with us and the lawyer or other professional we appoint for you
- Give the lawyer or other professional we appoint for you any instructions that we ask you to
- Keep to the terms and conditions of this policy
- Take reasonable steps to avoid and prevent claims and avoid incurring unnecessary costs
- Send everything we ask for, in writing
- Report to us full and factual details of any claim as soon as possible and give us any information we need



## WHEN AND HOW DO I PAY?

The cost of this insurance is included in your landlords insurance premium, which can be paid monthly or annually.



## WHEN DOES THE COVER START AND END?

Your cover start and end date is shown on your schedule. These form the terms of your policy.



## HOW DO I CANCEL THE CONTRACT?

You can cancel the policy by telephoning our Customer Service Line. You can find the contact number within your policy documents or on our website.