

POLICYWORDING

PROPERTY OWNERS LEGAL EXPENSES and RENT ARREARS INSURANCE



Let Property Legal Expenses and Rent Arrears Insurance

Policy number: TS3/6778883

WELCOME TO LET PROPERTY LEGAL EXPENSES AND RENT ARREARS INSURANCE

As a DAS policyholder, **you** are now protected by Europe's leading legal expenses insurer. DAS Legal Expenses Insurance Company Limited ("DAS") is the underwriter and provides the legal protection insurance under **your** policy. The legal advice service is provided by DAS Law Limited on behalf of DAS.

To make sure **you** get the most from **your** DAS cover, please take time to read this policy which explains the contract between **you** and **us**. If **you** have any questions or would like more information, please contact **your** insurance adviser or the organisation which sold **you** this cover.

How we can help

To make a claim under **your** policy, please phone **us** on 0117 934 0553.

We will ask **you** about **your** legal dispute and if necessary call **you** back at an agreed time to give **you** legal advice. If **your** dispute needs to be dealt with as a claim under this policy, **we** will give **you** a claim reference number. At this point **we** will not be able to tell **you** whether **you** are covered but **we** will pass the information **you** have given **us** to **our** claims-handling teams and explain what to do next.

If **you** prefer to report **your** claim in writing, **you** can send it to **our** Claims Department at the following address:

Claims Department

DAS Legal Expenses Insurance Company Limited

DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.

You may prefer to email **your** claim to **us** at newclaims@das.co.uk

When we cannot help

Please do not ask for help from a lawyer, accountant or anyone else before **we** have agreed. If **you** do, **we** will not pay the costs involved even if **we** accept the claim.

Problems

We always aim to give **you** a quality service. If **you** think **we** have let **you** down, please write to **our** Customer Relations Department at **our** Head Office address shown below.

Or **you** can phone **us** on 0844 893 9013 or email **us** at customerrelations@das.co.uk

Details of **our** internal complaint-handling procedures are available on request.

DAS Head and registered Office is:

DAS Legal Expenses Insurance Company Limited

DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Registered in England and Wales, number 103274. Website: www.das.co.uk

DAS Law Limited Head and Registered Office is:

DAS Law Limited

North Quay, Temple Back, Bristol, BS1 6FL. Registered in England and Wales, number 5417859.

Website: www.daslaw.co.uk

If **you** are still not satisfied, **you** can contact the Insurance Division of the Financial Ombudsman Service at: South Quay Plaza, 183 Marsh Wall, London, E14 9SR. **You** can also contact them on 0800 023 4567 (free from a landline), 0300 123 9123 (free from some mobile phones), or e-mail them at complaint.info@financialombudsman.org.uk Website: www.financial-ombudsman.org.uk

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. **You** can contact the Legal Ombudsman Service at: P O Box 6806, Wolverhampton, WV1 9WJ. **You** can also contact them by telephone on 0300 555 0333 or e-mail them at enquiries@legalombudsman.org.uk Website: www.legalombudsman.org.uk

(Using these services does not affect **your** right to take legal action.)

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts on behalf of DAS Legal Expenses Insurance Company Limited.

THE MEANING OF WORDS IN THIS POLICY

Appointed lawyer

The lawyer, or other suitably qualified person, whom **we** appoint to act for **you** in accordance with the terms of this policy.

Costs and expenses

(a) Accountant's costs

A reasonable amount in respect of all costs reasonably incurred by the suitably qualified person.

(b) Legal costs

All reasonable and necessary costs charged by the **appointed lawyer** on a standard basis.

(c) Opponents' costs

The costs incurred by opponents in civil cases if **you** have to pay them, or pay them with **our** agreement.

Date of occurrence

(a) For civil cases (except under INSURED INCIDENT 7 TAX PROTECTION)

The date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, then the **date of occurrence** is the date of the first of these events.

(b) For criminal cases

The **date of occurrence** is when **you** began or are alleged to have begun to break the criminal law in question.

(c) For full enquiries

The **date of occurrence** is when HM Revenue & Customs first notifies **you** in writing of their intention to make an enquiry.

Full enquiry

An extensive examination by HM Revenue & Customs which considers all aspects of **your** self-assessment tax return, but not enquiries which are limited to one or more specific aspects of **your** self-assessment tax return.

Hotel expenses

Up to £150 per day to cover the cost of **your** accommodation for a maximum of 30 days while **you** are seeking possession of **your property**.

Period of insurance

The period for which **we** have agreed to cover **you**.

Rent arrears

Unpaid rent that

- is owed to **you** under a tenancy agreement, or
- would have been owed to **you** but for the breach of a tenancy agreement to let **your** **property**: where **we** have accepted **your** claim under **INSURED INCIDENT 1 REPOSSESSION**.

Storage costs

£10 per day to store **your** personal possessions for a maximum of four weeks after the termination of **your** tenancy agreement while **you** are unable to reoccupy **your** **property**.

Territorial limit

The United Kingdom of Great Britain and Northern Ireland.

We, us, our

DAS Legal Expenses Insurance Company Limited.

You, your

The person, business or property owner who has taken out this policy.

Your property

The property **you** have told **us** about.

COVER

We agree to provide the insurance in this policy, as long as:

- (a) the premium has been paid; and
- (b) the **date of occurrence** of the **INSURED INCIDENT** is during the **period of insurance**; and
- (c) any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **territorial limit**; and
- (d) for civil claims, it is always more likely than not that **you** will recover damages (or obtain any other legal remedy which **we** have agreed to).

WHAT WE WILL PAY

For an **INSURED INCIDENT** under this policy **we** will pay **your**:

- **accountant's costs** under **INSURED INCIDENT 7 TAX PROTECTION**.
- **hotel expenses**;
- **legal costs**, including **legal costs** to make or defend an appeal provided that:
 - (a) **you** tell **us** within the time limits allowed that **you** want **us** to appeal; and
 - (b) **we** agree that it is always more likely than not that the appeal will be successful;
- **opponents' costs**;
- **rent arrears**, payable by **us** 30 days in arrears as shown under **INSURED INCIDENTS 5(a)** and **5(b) RENT ARREARS** of this policy;
- **storage costs**;

The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £50,000.

INSURED INCIDENTS WE WILL COVER

1 REPOSSESSION

We will negotiate for the following:

(a) England, Wales and Scotland

your legal rights in trying to get possession of **your property** that **you** have let under:

- an assured shorthold tenancy;
- a short assured tenancy; or
- an assured tenancy.

These are all defined by the Housing Act 1988 or the Housing (Scotland) Act 1988.

Your legal rights in trying to get possession of **your property** if **you** have let **your property** to a limited company or partnership and **your property** has been let for people to live in.

Your legal rights in trying to get possession of **your property** if **you** have let **your property** and **you** live in **your property** as the landlord.

(b) Northern Ireland

Your legal rights in trying to get possession of **your property** that **you** have let to which The Private Tenancies Order 2006 applies.

Conditions

(i) For both (a) and (b) **you** must give the tenant the correct notices telling him or her that **you** want possession of **your property**.

(ii) All posted pre-agent notices and pre-proceeding notices must be sent by recorded-delivery post.

What is not covered under 1 REPOSSESSION

Any claim to repossess **your property** because **your** tenant has behaved anti-socially.

2 PROPERTY DAMAGE

We will negotiate for **your** legal rights after an event which causes physical damage to **your property**. The amount in dispute must be more than £1,000.

3 EVICTION OF SQUATTERS

We will negotiate for **your** civil legal rights to evict anyone who is not **your** tenant or ex-tenant from **your property** and who has not got **your** permission to be there

4 RENT RECOVERY

We will negotiate for **your** legal rights to recover rent owed by **your** tenant for **your property** if it has been overdue for at least one calendar month.

Conditions:

(i) If **you** accept payment (or part payment) of rent arrears from the tenant of **your property**, **you** must be able to provide proof that **you** have warned the tenant that it does not prevent **you** taking further action against them under this policy.

(ii) Where the tenant is a limited company, **you** must first seek advice from the **appointed lawyer** before accepting payment of **rent arrears**.

5 RENT ARREARS

(a) **We** will pay **your rent arrears** while **your** tenant or ex-tenant still occupies **your property**.

(b) If after vacant possession **your property** needs damage repaired to enable **you** to re-let it, **we** will pay 50% of **your rent arrears** for a maximum of three months or until **your property** is re-let, whichever happens first.

*Provided that in both (a) and (b) **you** have:*

(i) obtained a satisfactory reference for each tenant and each guarantor from a licensed referencing service before the tenancy started; and*

*(ii) a detailed inventory of the contents and condition of **your property** (with supporting photographs) which the tenant has signed; and*

(iii) kept clear and up to date rental records;

and provided that **we** have accepted **your** claim under **1 REPOSSESSION**.

*The reference must include: written references from a previous managing agent or landlord; an employer (or any other financial source); and a credit-history check (including the Enforcement of Judgments Office, County Court Judgments and bankruptcy).

What is not covered under 5 RENT ARREARS

Rent arrears once **your** property is re-let.

6 LEGAL DEFENCE

We will:

- (a) defend **your** legal rights if an event arising from letting **your** property leads to **you** being prosecuted in a criminal court;
- (b) defend an appeal against **your** decision not to adapt **your** property following a request under:
 - (i) The Disability Discrimination Act 1995 as amended by the DDA 2005;
 - (ii) The Housing (Scotland) Act 2006;
 - (iii) The Disability Discrimination (NI) Order 1995 as amended by the DD (NI) Order 2006;or any future amending legislation.

*Provided that for **6(b)** you have first tried to resolve the dispute using the free conciliation service of the Equality and Human Rights Commission or the Equality Commission (NI).*

7 TAX PROTECTION

If there is a **full enquiry** into **your** personal tax affairs, **we** will negotiate for **you** and represent **you** in any subsequent appeal proceedings.

What is not covered under 7 TAX PROTECTION

- (1) The tax affairs of a company, or any claims if **you** are self-employed, a sole-trader or in a business partnership.
- (2) An investigation or enquiries by HM Revenue & Customs Special Investigations Section or Special Civil Investigations or the HM Revenue & Customs Prosecution Office.
- (3) Routine work needed to prepare tax returns to HM Revenue & Customs.
- (4) Where tax returns are incomplete or **you** have not sent them on time.

8 CONTRACT DISPUTES

We will negotiate for **your** legal rights in a contractual dispute arising from an agreement or an alleged agreement which **you** have entered into for buying or hiring in any goods or services in relation to **your property**.

*Provided **you** have made the agreement during the **period of insurance** and the amount in dispute is more than £100.*

What is not covered under 8 CONTRACT DISPUTES

A claim relating to:

- (1)** construction work, designing, converting or extending **your property** where the contract value exceeds £5,000 (including VAT);
- (2)** the settlement payable under an insurance policy (**we** will negotiate if **your** insurer refuses **your** claim, but not for a dispute over the amount of the claim);
- (3)** a dispute arising from any loan, mortgage, pension, investment or borrowing;
- (4)** the purchase of **your property**;
- (5)** **your** tenancy agreement.

WHAT YOU ARE NOT COVERED FOR

- 1** Any claim reported to **us** more than 90 days after the date **you** should have known about the **INSURED INCIDENT**.
- 2** Any **costs and expenses, hotel expenses** or **storage costs** that are incurred before **we** agree to pay them.
- 3** Any disagreement with **your** tenant when the **date of occurrence** is within the first 90 days of the first **period of insurance** and the tenancy agreement started before the start of this policy.
- 4** A claim which is fraudulent, exaggerated or dishonest or where an allegation of dishonesty or violent behaviour has been made against **you**.
- 5** Any claim relating to registering rents, reviewing rents, rent control, buying the freehold of **your property** or any matter that relates to rent tribunals, rates tribunals, land tribunals, rent assessment committees and rent officers.
- 6** Any claim relating to someone legally taking **your property** from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your property** by any government or public or local authority unless the claim is for accidental physical damage caused by any of the above.
- 7** Any claim relating to subsidence, mining or quarrying.
- 8** Judicial Review.

9 Fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority.

10 Any claim caused by, contributed to by or arising from:

- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
- war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000;
- pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

11 A dispute with **us** not otherwise dealt with under Condition 7.

12 Any legal action **you** take which **we** or the **appointed lawyer** have not agreed to or where **you** do anything that hinders **us** or the **appointed lawyer**.

13 Apart from **us**, **you** are the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it.

This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.

14 Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

15 Any claim where an insured person is not represented by a law firm, barrister or tax expert.

CONDITIONS

1 **You** must:

- (a) keep to the terms and conditions of this policy;
- (b) try to prevent anything happening that may cause a claim;
- (c) take reasonable steps to keep any amount **we** have to pay as low as possible;
- (d) send everything **we** ask for, in writing;
- (e) give **us** full and truthful details of any claim as soon as possible and give **us** any information **we** need.

2

(a) **We** can take over and conduct, in **your** name, any claim or legal proceedings at any time.

We can negotiate any claim on **your** behalf.

(b) you are free to choose an **appointed lawyer** (by sending **us** a suitably qualified person's name and address) if:

(i) we agree to start legal proceedings and it becomes necessary for a lawyer to represent **your** interests in those proceedings; or

(ii) there is a conflict of interest.

(c) In all circumstances except those in **2(b)** above, **we** are free to choose an **appointed lawyer**.

(d) The **appointed lawyer** will be appointed by **us** to represent **you** according to **our** standard terms of appointment, which may include a 'no-win, no-fee' agreement.

The **appointed lawyer** must co-operate fully with **us** at all times.

(e) We will have direct contact with the **appointed lawyer**.

(f) You must co-operate fully with **us** and with the **appointed lawyer** and must keep **us** up to date with the progress of the claim.

(g) You must give the **appointed lawyer** any instructions that **we** ask for.

3

(a) You must tell **us** if anyone offers to settle a claim.

(b) If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay further **legal costs**.

(c) We may decide to pay **you** the losses **you** are claiming instead of starting or continuing legal proceedings.

4

(a) You must tell the **appointed lawyer** to have **legal costs** taxed, assessed or audited, if **we** ask for this.

(b) You must take every step to recover **legal costs** that **we** have to pay and must pay **us** any **legal costs** that are recovered.

5 If an **appointed lawyer** refuses to continue acting for **you** with good reason, or if **you** dismiss an **appointed lawyer** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed lawyer**.

6 If **you** settle a claim or withdraw it without **our** agreement or do not give suitable instructions to an **appointed lawyer**, the cover **we** provide will end at once and **we** will be entitled to reclaim from **you costs and expenses we** have paid.

7 If there is a disagreement about the way **we** handle a claim that is not resolved through **our** internal complaints procedure, **you** can contact the Financial Ombudsman Service for help.

8 **You** can cancel this policy by telling **us** within 14 days of taking it out or at any time afterwards as long as **you** tell **us** at least 14 days beforehand. **We** can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand.

9 **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.

10 This policy will be governed by English law.

DATA PROTECTION

To provide and administer the legal advice service and legal expenses insurance **we** must process **your** personal data (including sensitive personal data) that **we** collect from **you** in accordance with **our** Privacy Policy.

To do so, **we** may need to send **your** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers or members of the DAS UK Group. To give **you** legal advice, **we** may have to send information outside the European Economic Area.

In doing this, **we** will comply with the Data Protection Act 1998. Unless required by law or by a professional body, **we** will not disclose **your** personal data to any other person or organization without **your** written consent.

For any questions or comments, or requests to see a copy of the information **we** hold about **you**, please write to the Group Data Protection Controller at DAS Head Office address.

HELPLINE SERVICES

We provide these services 24 hours a day, seven days a week during the **period of insurance**. All helplines apply to the United Kingdom of Great Britain and Northern Ireland unless otherwise stated.

To help **us** check and improve **our** service standards, **we** record all inbound and outbound calls, except those to the counselling service.

When phoning, please tell **us your** policy number or the name of the insurance broker who sold **you** this policy.

Please do not phone **us** to report a general insurance claim.

To get help from DAS, phone us on 0117 934 0553.

EuroLaw legal advice

We will give **you** confidential legal advice over the phone on any personal legal problem, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway. **We** may send information to legal advisers in these countries.

Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am – 5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.

Tax advice

We will give **you** confidential advice over the phone on personal tax matters.

Tax advice is provided by tax advisors 9am – 5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.

Domestic assistance

We will arrange help or repairs needed if **you** have a domestic emergency in **your property**, such as a burst pipe, blocked drain, broken window or building damage. **We** will ask a contractor to help, but **you** must pay the contractor's costs including any call-out charges.

This helpline is open 24 hours a day, seven days a week.

Counselling

We will provide **you** with a confidential counselling service over the phone, including, where appropriate, onward referral to relevant voluntary or professional services.

This helpline is open 24 hours a day, seven days a week.

To contact the counselling helpline, phone us on 0117 934 2121.

We will not accept responsibility if the Helpline Services fail for reasons we cannot control. By using these services you are agreeing to us recording your call.

PLet2/Camberford Law/Policy with Rent Arrears (August 2013)

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