



# Landlord Legal and Rent Protection Scheme

Key Facts Summary



## POLICY SUMMARY AND OTHER IMPORTANT INFORMATION

This is a summary of the cover provided under Landlord Legal and Rent Protection. It does not contain full details of policy terms, exclusions and conditions. For full details of this insurance please refer to the policy wording, a copy of which is available to you on request.

*Please note: the information which follows is a description of the standard covers provided by this insurance which can change due to selection of covers and any endorsements which may be applied.*

**keyfacts**<sup>®</sup>

<b>Type of insurance</b>	Landlord Legal and Rent Protection is a legal expenses insurance contract designed to provide advice and representation for you in disputes or prosecutions relating to the letting of your property.
<b>Who provides this insurance</b>	Legal Protection Group Limited, who administer and manage this insurance on behalf of the insurer, International Insurance Company of Hannover SE.
<b>How long does the cover last</b>	Unless otherwise agreed, this insurance will remain in force for 12 months from the date of commencement and for any period for which you renew this insurance (as long as the premium is paid).
<b>Territorial limit</b>	The United Kingdom of Great Britain and Northern Ireland.
<b>Choice of law</b>	Unless otherwise agreed by us in writing, this insurance is governed by the laws applying to England and Wales.

Features and benefits	Significant exclusions or limitations	Where to look in the policy wording
<p>The insurer will pay legal costs and expenses and, where applicable, rent arrears, up to the limit of indemnity for the insured incidents listed below and in respect of properties:</p> <ul style="list-style-type: none"> <li>• which are let under an assured shorthold tenancy, a short assured tenancy or an assured tenancy as defined by the Housing Act 1988 (updated and amended by the Housing Act 1996) or the Housing (Scotland) Act 1988 or properties which are let as a private residential tenancy (as defined in the Private Housing (Tenancies) (Scotland) Act 2016);</li> <li>• which are let under the Private Tenancies (Northern Ireland) Order 2006;</li> <li>• which are let to a limited company or business partnership for residential use by their employees;</li> <li>• where you permanently live at that property and have let a room(s) to a tenant.</li> </ul>	<p>The most the insurer will pay for any one insured incident arising at the same time or from the same originating cause is £50,000 (<i>please note that separate limits apply for <b>insured incident 2 Rent Protection</b> and <b>insured incident 4 Alternative Accommodation and Storage Costs</b>, which are listed below</i>).</p>	<p><b>Meaning of words and terms – limit of indemnity</b></p>
	<p>We will not cover any event or dispute you were aware of before this insurance started.</p>	<p>General exclusions applying to the whole policy 1)</p>
	<p>Disputes with the tenant which arise within the first 60 days of the start date of this insurance, if the tenancy commenced before this insurance started (unless you had continuous equivalent cover which expired immediately before this insurance commenced).</p>	<p>General exclusions applying to the whole policy 2)</p>
	<p>The insurer will not pay any costs incurred before we have accepted your claim or costs which we have not authorised in advance.</p>	<p>General exclusions applying to the whole policy 3 a)</p>
	<p>There must always be more than a 50% chance that your claim will have a successful outcome.</p>	<p>Meaning of words and terms – reasonable prospects of success</p>
<p>We will select an appointed adviser of our choice to deal with your claim.</p> <p>Where it is necessary to issue legal proceedings or if a conflict of interest arises, you are free to nominate a legal representative of your choice.</p>	<p>Your chosen legal representative must agree to our standard adviser's terms of appointment and the most the insurer will pay for any claim is no more than the amount that would have been paid to our own choice of appointed adviser.</p>	<p>General conditions applying to the whole policy 2 c)</p>

# POLICY SUMMARY AND OTHER IMPORTANT INFORMATION

Features and benefits	Significant exclusions or limitations	Where to look in the policy wording
<b>Insured incident 1 – Repossession</b>		
Pursuing your legal rights to gain vacant possession of your property from the tenant.	You must have given the tenant the correct notices to obtain possession of your property and you must have complied with statutory legislation relating to the letting of your property.	<b>What you are covered for</b> <i>Please note that (i)</i>
	Where your property is subject to a licensing scheme, a current and valid licence must have been issued and you must have complied with its terms and conditions.	<b>What you are covered for</b> <i>Please note that (ii)</i>
<b>Insured incident 2 – Rent Protection</b>		
Where we have accepted your claim under <b>insured incident 1 – Repossession</b> , the insurer will pay:  a) unpaid rent due to you under the terms of your tenancy agreement;  b) 50% of the monthly rent that would have been due to you, for up to 3 months, if your property cannot be immediately re-let due to damage or neglect caused by your former tenant.	You are responsible for the first calendar month's rent arrears owed to you.	<b>What you are covered for</b> <i>Please note that (i)</i>
	The most the insurer will pay is subject to a maximum limit of £2,500 per calendar month.	<b>What you are covered for</b> <i>Please note that (ii)</i>
	The insurer will pay no more than 5 or 11 monthly rental payments (depending on whether your policy runs for a 6 or 12 month period).	<b>What you are covered for a)</b>
	Before the tenancy starts, you must have obtained a satisfactory reference for each tenant (or their guarantor) from a licensed tenant referencing agency (please refer to the policy wording for more information on the full tenant referencing requirements).	<b>What you are covered for</b> <i>Please note that (iii)</i>
	The insurer will not pay any rent once vacant possession has been gained (other than where your property cannot immediately be re-let due to damage or neglect caused by your former tenant).	<b>What you are not covered for</b>
<b>Insured incident 3 – Rent Recovery</b>		
Pursuing the tenant to recover rent owed to you under a tenancy agreement.	Rent must be overdue for at least one calendar month.	<b>What you are covered for</b> <i>Please note that</i>
<b>Insured incident 4 – Alternative Accommodation and Storage Costs</b>		
Where the tenancy agreement has ended and you are seeking possession of your property, the insurer will pay up to:  a) £175 (including VAT) per day for a maximum of 30 days towards the cost of alternative accommodation; and/or  b) £15 (including VAT) per day for a maximum of 30 days towards the cost of storing your personal possessions.	You must be repossessing your property to live in it and have no other suitable accommodation available during this period.	<b>What you are covered for</b> <i>Please note that</i>
<b>Insured incident 5 – Damage to Your Property</b>		
Pursuing your legal rights against the tenant or another party who has caused damage to your property and its contents.	The amount in dispute must be more than £500.	<b>What you are covered for</b> <i>Please note that (i)</i>
	Where the claim is against the tenant, you must have a detailed inventory agreed and signed by the tenant.	<b>What you are covered for</b> <i>Please note that (ii)</i>

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<b>Insured incident 6 – Nuisance and Trespass</b>		
Pursuing your legal rights: <b>a)</b> in a dispute relating to a legal nuisance or trespass which interferes with the use, enjoyment or right over your property; <b>b)</b> to evict anyone who is not your current or former tenant from your property.	Compulsory purchase orders, repossession or planning permissions, building regulations or controls placed on your property.	<b>What you are not covered for (i)</b>
	Work carried out by, or under the order of, government or public or local authorities or their contractors.	<b>What you are not covered for (ii)</b>
<b>Insured incident 7 – Defence of Criminal Prosecutions</b>		
Defending your legal rights following an event arising from your letting of the property which leads to: <b>a)</b> interview by the Police or other prosecuting authorities where suspected of committing a criminal offence; <b>b)</b> prosecution in a criminal court.	Fines, compensation, damages or penalties awarded against you including any costs you are ordered to pay by a criminal court.	<b>General exclusions applying to the whole policy 4)</b>
<b>Insured incident 8 – Contract Disputes</b>		
Pursuing or defending disputes arising from a breach or alleged breach of a contract for the buying or hiring in of goods or services relating to your property.	The amount in dispute must be more than £100 (including VAT).	<b>What you are covered for</b> <i>Please note that</i>
	Construction work on land or design, conversion or extensions to buildings where the value of the contract is more than £7,500 (including VAT).	<b>What you are not covered for (i)</b>
	Pensions, savings, investments, loans, mortgages, borrowing or any other arrangements with banks, building societies or suppliers of credit.	<b>What you are not covered for (ii)</b>
	Disputes relating to your tenancy agreement.	<b>What you are not covered for (iii)</b>
	The purchase or sale of your property.	<b>What you are not covered for (iv)</b>
<b>Insured incident 9 – Tax Enquiries</b>		
Representing you in an HMRC investigation into the whole or particular features of your personal tax affairs.	Returns must be complete and correct and submitted within specified deadlines.	<b>What you are covered for</b> <i>Please note that</i>
	Business tax affairs or where you are self-employed, a sole-trader or in a business partnership.	<b>What you are not covered for (i)</b>
<b>Insured incident 10 – Witness Expenses</b>		
Payment of your lost salary or wages for the time taken off work to attend court for a claim under this insurance.	Any claim where you cannot provide evidence of the extent of your lost salary or wages.	<b>What you are not covered for</b>

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<b>Helpline Services</b>		
<b>Personal Legal and Tax Advice</b> Provides confidential telephone legal advice on personal legal or tax matters under UK, Isle of Man or Channel Islands law.	Helplines are available 24-hours a day but in some cases we may need to call you back.	<b>Helpline Services</b>
<b>Counselling</b> Provides confidential telephone counselling on matters causing distress.	Any costs incurred in using onward referral services are not covered.	<b>Helpline Services – Counselling Helpline</b>

**Important note: This policy excludes certain situations and circumstances and it is important that you read the policy wording to ensure you are familiar with its terms and conditions and that it meets your demands and needs. If you have any queries over the suitability of this cover and its terms and conditions, then please contact your insurance adviser.**

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## Cancellation rights

You can cancel this insurance within 14 days of taking it out, or within 14 days of receiving your policy documents, whichever is later. You will be entitled to a full refund of premium paid as long as no claims have been made during the current period of insurance.

At all other times you or we can cancel this insurance subject to 7 days' notice. Subject to the terms of business between you and the person who sold you this insurance, you may be entitled to a partial refund as long as no claims have been made in the current period of insurance.

If there is evidence of a fraudulent or exaggerated claim, we can cancel this insurance from the date of the alleged claim and can recover any sums paid in respect of that fraudulent or exaggerated claim. No refund of premium will be payable.

Full details of cancellation rights can be found in the policy wording.

## What to do if you need to make a claim

If you are aware of any circumstances which could give rise to a claim under this insurance, you must contact our claims reporting line on the number specified in your policy wording as soon as possible. You may need to complete a claim form and provide additional information in support of your claim.

This is a claims made insurance which means that claims must be notified to us during your period of insurance or within 14 days after the expiry date if this insurance is not renewed. Any claim relating to unpaid rent must be reported to us within 60 days of the rent becoming due and payable (and within the timescales specified above).

Under no circumstances should you instruct your own lawyer or legal representative or incur any costs before we have accepted a claim as we will not pay any costs incurred without our agreement.

Full details of the claims procedure can be found in the policy wording.

## The insurer

This insurance is underwritten by International Insurance Company of Hannover SE who are registered in Germany, registration number HRB 211924.

Registered Office: Roderbruchstraße 26, 30655 Hannover, Germany, acting through its UK branch whose office is located at: 10 Fenchurch Street, London EC3M 3BE, United Kingdom.

Authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht and authorised and subject to limited regulation by the Financial Conduct Authority (FCA No. 659331).

## Financial Services Compensation Scheme

The insurer is covered by the Financial Services Compensation Scheme (FSCS) and you may be entitled to compensation from the scheme if they cannot meet their obligations. This will depend on the circumstances of the claim.

Further information about the compensation scheme arrangements can be found on the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk)

## What to do if you have a complaint

We will at all times endeavour to provide you with a high level of service. However, if things go wrong and you are not happy with our standard of service, please let us know:

Email: [complaints@legalprotectiongroup.co.uk](mailto:complaints@legalprotectiongroup.co.uk)

Phone: **0333 700 1040**

Post: **Customer Service Department, Legal Protection Group Limited, Lysander House, Catbrain Lane, Cribbs Causeway, Bristol BS10 7TQ**

If we are not able to resolve your complaint to your satisfaction, then you can contact the Financial Ombudsman Service as long as you are eligible to complain:

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Phone: **0800 023 4567** (free from a landline) or **0300 123 9123** (free from some mobile phones)

Post: **Financial Ombudsman Service, Exchange Tower, London E14 9SR**

You can also visit their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) and follow the guidelines on how to complain.

Using the Financial Ombudsman Service does not affect your legal rights.

Full details of the complaints process can be found in the policy wording.

LEGAL PROTECTION GROUP LIMITED

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Registered in England and Wales, company number 10096688

[www.legalprotectiongroup.co.uk](http://www.legalprotectiongroup.co.uk)

Twitter: @LegalProGroup



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