



Landlord Legal and Rent Protection Scheme

Product Brochure and
Key Facts Summary





LANDLORD LEGAL AND RENT PROTECTION

Many landlords enjoy a stress-free relationship with their tenants but things can still go wrong, even if your tenant has passed a reference check, which could leave you with the prospect of having to regain possession of your property

Why do you need Landlord Legal and Rent Protection?

Evicting a tenant is a complicated and expensive legal process. The average eviction can take between two and three months during which time you may not receive any rent due to you, so being able to re-let your property quickly to new tenants is vital.

The solution is Landlord Legal and Rent Protection from Legal Protection Group which covers the legal costs involved in gaining possession of your property as well as pursuing or defending other claims which can arise from the letting of your property.

Landlord Legal and Rent Protection covers up to £50,000 in legal costs and includes the appointment of a solicitor, barrister or accountant, costs of expert witnesses and court fees. The other side's costs are also covered if you are ordered to pay them by a civil court.

Rent protection can also be provided which pays your rent arrears where your tenant has defaulted on their rent payments and you are seeking possession of your property.

What do we cover?

- Getting possession of your property
- Payment of rent arrears
- Recovery of rent owed to you
- Alternative accommodation and storage costs
- Damage caused to your property
- Nuisance or trespass
- Defence of criminal prosecutions
- Disputes over the purchase of goods or services
- HMRC enquiries into your personal tax affairs
- Lost salary or wages when attending court as a witness
- Access to 24-hour helpline services



LEGAL PROTECTION GROUP

We are a specialist provider of legal expenses insurance, legal services and emergency assistance products.

Legal Protection Group Limited was formed by a team of well-known legal protection insurance professionals with a wealth of knowledge and experience within the industry.

Our largest shareholder is Eldon Insurance Services Limited. Eldon has grown into a market-leading claims operation with diverse teams of dedicated insurance professionals leading the way in claims excellence and cutting edge technology.

Legal Protection Group Limited provides a wide range of products, with innovative features which are specifically designed to avoid some of the common challenges associated with legal protection insurance.

We are absolutely focused upon providing a first class product and claims service. Our management structure means that our clients will always be able to talk to a decision maker and as we are responsible for designing, pricing and servicing our insurance products, we can provide quick and effective decisions on all types of enquiry.

Our products are underwritten by International Insurance Company of Hannover SE (Inter Hannover), rated "AA-" (very strong) by Standard and Poor's and "A+" (superior) by A. M. Best.





THE COVER

Repossession and Rent Protection

If you have correctly served the tenant with a notice to vacate your property and they are refusing to leave, we will pursue your legal rights to recover possession of your property.

Typical grounds for possession include:

- The tenant has failed to pay two consecutive months' rent
- You previously lived at the property and gave notice that you intend to move back into your property
- The tenant has caused extensive damage to fixtures and fittings, discovered during a routine inspection
- The tenant's behaviour is causing a nuisance to neighbours

As long as satisfactory references were obtained before the tenancy started, we can also pay rent arrears due to you whilst we are securing possession of your property, ensuring you are not left out-of-pocket whilst the tenant still occupies your property.

Once you have secured possession of your property, if it cannot immediately be re-let due to damage or neglect caused by the tenant, we will pay 50% of the rent you would have received, up to a maximum of three months, whilst that damage is being repaired.

Rent Recovery

In an uncertain economic climate, tenants may struggle to pay rent due to cash flow issues, increased household bills or unemployment. This in turn leaves you out-of-pocket and having to recover money owed to you which can be costly and time-consuming, particularly if the tenant has disappeared and needs to be traced.

Where the rent owed to you has been overdue for at least one calendar month, we will pursue your legal rights to recover these outstanding amounts.

Alternative Accommodation and Storage Costs

If you intend to move back into your property and are seeking possession from the tenant, you may have nowhere to live or store your possessions until the tenant has been evicted from your property.

Whilst you are waiting to move back into your property, we will pay up to £175 (including VAT) per day, for a maximum period of 30 days, towards the costs of alternative accommodation. We will also pay up to £15 (including VAT) per day, for a maximum period of 30 days, towards the costs of storing your possessions.

THE COVER

Damage to Your Property

Most tenants will treat your property with respect but on occasion a tenant may pay disregard to it and cause damage to fixtures and fittings, leaving your property in a state of disrepair. Damage can also be caused to your property by someone other than your tenant.

Typical claims we can help with include:

- The tenant has left the property and ruined your carpets which are covered in cigarette burns and stains
- Windows to your property have been smashed following a party held by the tenant
- Extensive damage has been caused to electrical appliances which have not been used properly
- Contractors working on a neighbouring building have caused damage to your roof

Nuisance and Trespass

Property law can be very complex, disputes can take a long time to settle and prevent you from letting your property. Disputes with neighbours, which can be particularly distressing and damage previously good relationships, may escalate to such an extent that you may have to sell your property.

Typical disputes we can help with include:

- Whilst you are preparing to let your property, squatters move in and are refusing to leave
- Your neighbour has started to build a conservatory which encroaches over the existing boundary line
- Your neighbour is refusing to let your tenants use a right of way which prevents them from gaining access to your let property
- Your neighbour's guttering is leaking and this has caused rising damp inside your let property

Defence of Criminal Prosecutions

As a landlord, you have an obligation to keep the property you let safe and free from health hazards. You must make sure that gas equipment is safely installed and maintained, electrical systems and appliances supplied are safe, smoke alarms and carbon monoxide detectors are installed and tested and fire safety regulations are followed.

If you face a criminal prosecution arising from the letting of your property, we will help to defend your legal rights. Typical claims we can help with include:

- You are prosecuted for faulty fire alarms and a poorly protected escape route at a property you let to multiple occupants
- You face a summons for alleged failure to renew a Gas Safety Certificate

Contract Disputes

People enter into agreements to buy goods or services on a daily basis and there is always the risk of something going wrong with you being left with defective goods or sub-standard work and a large legal bill to put things right.

We will pursue and defend your legal rights in contractual disputes arising from your let property. Typical disputes we can help with include:

- You hired a tradesperson to re-decorate your property and they have not completed the work to an acceptable standard
- You have purchased a defective washing machine and the supplier is refusing to repair it or let you have a replacement
- Cleaning contractors have caused damage to upholstery and are refusing to compensate you



THE COVER

Tax Enquiries

Paying the right amount of tax is a necessity but sometimes HMRC may take a closer look at your tax returns and claim that you owe more tax than you believe is due. If HMRC carry out an investigation into your tax affairs, we will appoint an accountant to negotiate and represent you in dealings with HMRC.

Typical issues we can help with include:

- You inherited a property which you let to tenants and the income from this activity was declared on your last self-assessment tax return. HMRC are querying the amount declared
- HMRC have spotted an error in the amount of additional income you have declared from investments you hold

Witness Expenses

You may have to give evidence in a court or as a witness for a claim which we are covering under this insurance and it is necessary to take time off work to attend.

Where you are not able to claim your lost salary or wage from a court or other party, we will pay these sums.

HELPLINE SERVICES

Landlord Legal and Rent Protection not only provides you with assistance if you have a claim, it also gives you

access to telephone helpline services which provide advice and guidance on a wide range of issues.

Personal Legal and Tax Advice Helpline

This service provides you with 24-hour access to qualified advisers who can provide you with advice on issues under UK, Isle of Man and Channel Islands law including:

- Your responsibilities as a landlord
- Creating tenancy agreements

- Advice on your consumer rights
- Property safety checks
- Ending a tenancy agreement
- Problems with neighbours
- Enquiries on self-assessment tax returns

Counselling Helpline

This service provides you with 24-hour access to qualified counsellors who can give confidential

guidance on matters causing stress and anxiety such as financial problems, family issues or bereavement.

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[®]

Type of insurance	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.
Who provides this insurance	Legal Protection Group Limited, authorised under a binding authority agreement to administer this insurance on behalf of the insurer, International Insurance Company of Hannover SE.
How long does the cover last	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).
Territorial limit	The United Kingdom of Great Britain and Northern Ireland.
Choice of law	This insurance is governed by the laws applying to the part of the United Kingdom of Great Britain and Northern Ireland where your let property is located.

Features and benefits	Significant exclusions or limitations	Where to look in the policy wording
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.	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.	Meaning of words and terms – limit of indemnity
	We will not cover any event or dispute you were aware of before this insurance started.	General exclusions applying to the whole policy 1)
	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).	General exclusions applying to the whole policy 2)
	The insurer will not pay any costs incurred before we have accepted your claim or costs which we have not authorised in advance.	General exclusions applying to the whole policy 3 a)
	There must always be more than a 50% chance that your claim will have a successful outcome.	Meaning of words and terms – reasonable prospects of success
We will select an appointed adviser of our choice to deal with your claim. 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.	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.	General conditions applying to the whole policy 2 c)
Insured incident 1 – Repossession		
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.	What you are covered for Please note that (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.	What you are covered for Please note that (ii)

POLICY SUMMARY AND OTHER IMPORTANT INFORMATION

Features and benefits	Significant exclusions or limitations	Where to look in the policy wording
Insured incident 2 – Rent Protection		
<p>Where we have accepted your claim under insured incident 1 – Repossession, the insurer will pay:</p> <p>a) unpaid rent due to you under the terms of your tenancy agreement;</p> <p>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.</p>	<p>You are responsible for the first calendar month's rent arrears owed to you.</p>	What you are covered for <i>Please note that (ii)</i>
	<p>The insurer will pay no more than 5 or 11 monthly rental payments (depending on whether your tenancy runs for a 6 or 12 month period).</p>	What you are covered for a)
	<p>Before the tenancy starts, you must have obtained a satisfactory reference for each tenant (or their guarantor) from a licensed tenant referencing agency.</p>	What you are covered for <i>Please note that (iii)</i>
	<p>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).</p>	What you are not covered for
Insured incident 3 – Rent Recovery		
<p>Pursuing the tenant to recover rent owed to you under a tenancy agreement.</p>	<p>Rent must be overdue for at least one calendar month.</p>	What you are covered for <i>Please note that</i>
Insured incident 4 – Alternative Accommodation and Storage Costs		
<p>Where the tenancy agreement has ended and you are seeking possession of your property, the insurer will pay up to:</p> <p>a) £175 (including VAT) per day for a maximum of 30 days towards the cost of alternative accommodation; and/or</p> <p>b) £15 (including VAT) per day for a maximum of 30 days towards the cost of storing your personal possessions.</p>	<p>You must be repossessing your property to live in it and have no other suitable accommodation available during this period.</p>	What you are covered for <i>Please note that</i>
Insured incident 5 – Damage to Your Property		
<p>Pursuing your legal rights against the tenant or another party who has caused damage to your property and its contents.</p>	<p>The amount in dispute must be more than £500.</p>	What you are covered for <i>Please note that (i)</i>
	<p>Where the claim is against the tenant, you must have a detailed inventory agreed and signed by the tenant.</p>	What you are covered for <i>Please note that (ii)</i>
Insured incident 6 – Nuisance and Trespass		
<p>Pursuing your legal rights:</p> <p>a) in a dispute relating to a legal nuisance or trespass which interferes with the use, enjoyment or right over your property;</p> <p>b) to evict anyone who is not your current or former tenant from your property.</p>	<p>Compulsory purchase orders, repossession or planning permissions, building regulations or controls placed on your property.</p>	What you are not covered for (i)
	<p>Work carried out by, or under the order of, government or public or local authorities or their contractors.</p>	What you are not covered for (ii)

POLICY SUMMARY AND OTHER IMPORTANT INFORMATION

Features and benefits	Significant exclusions or limitations	Where to look in the policy wording
Insured incident 7 – Defence of Criminal Prosecutions		
<p>Defending your legal rights following an event arising from your letting of the property which leads to:</p> <p>a) interview by the Police or other prosecuting authorities where suspected of committing a criminal offence;</p> <p>b) prosecution in a criminal court.</p>	<p>Fines, compensation, damages or penalties awarded against you including any costs you are ordered to pay by a criminal court.</p>	<p>General exclusions applying to the whole policy 4)</p>
Insured incident 8 – Contract Disputes		
<p>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.</p>	<p>The amount in dispute must be more than £100 (including VAT).</p>	<p>What you are covered for <i>Please note that</i></p>
	<p>Construction work on land or design, conversion or extensions to buildings where the value of the contract is more than £7,500 (including VAT).</p>	<p>What you are not covered for (i)</p>
	<p>Pensions, savings, investments, loans, mortgages, borrowing or any other arrangements with banks, building societies or suppliers of credit.</p>	<p>What you are not covered for (ii)</p>
	<p>Disputes relating to your tenancy agreement.</p>	<p>What you are not covered for (iii)</p>
	<p>The purchase or sale of your property.</p>	<p>What you are not covered for (iv)</p>
Insured incident 9 – Tax Enquiries		
<p>Representing you in an HMRC investigation into the whole or particular features of your personal tax affairs.</p>	<p>Returns must be complete and correct and submitted within specified deadlines.</p>	<p>What you are covered for <i>Please note that</i></p>
	<p>Business tax affairs or where you are self-employed, a sole-trader or in a business partnership.</p>	<p>What you are not covered for (i)</p>
Insured incident 10 – Witness Expenses		
<p>Payment of your lost salary or wages for the time taken off work to attend court for a claim under this insurance.</p>	<p>Any claim where you cannot provide evidence of the extent of your lost salary or wages.</p>	<p>What you are not covered for</p>
Helpline Services		
<p>Personal Legal and Tax Advice Provides confidential telephone legal advice on personal legal or tax matters under UK, Isle of Man or Channel Islands law.</p>	<p>Helplines are available 24-hours a day but in some cases we may need to call you back.</p>	<p>Helpline Services</p>
<p>Counselling Provides confidential telephone counselling on matters causing distress.</p>	<p>Any costs incurred in using onward referral services are not covered.</p>	<p>Helpline Services – Counselling Helpline</p>

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.

POLICY SUMMARY AND OTHER IMPORTANT INFORMATION

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. At all other times you or we can cancel this insurance subject to 7 days' notice. You will be entitled to a pro-rata 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

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

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 claim:

Email: 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 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

Head and Registered Office:

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Registered in England and Wales, company number 10096688

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