



Landlord Legal Expenses Insurance Policy

IMPORTANT NOTICE REGARDING THE OPERATION OF THIS POLICY. FAILURE TO COMPLY WITH THESE TERMS COULD MEAN THAT WE DECLINE TO PAY YOUR CLAIM.

- You must have obtained and be able to produce a satisfactory Tenant Reference as defined within the policy for cover to be operate.
- All potential claims must initially be reported to Our appropriate Claims Notification and Advice Helpline Service (shown below), which operates 24 hours a day, 365 days a year.

LEGAL CLAIMS NOTIFICATION & ADVICE HELPLINE SERVICE - 0845 604 4894

THIS HELPLINE SERVICE IS ONLY IN RESPECT OF LEGAL ISSUES AND CANNOT ASSIST WITH ANY OTHER INSURANCE MATTER.

- This is a policy where You must notify Us during the Period of Insurance and within 30 days of any circumstances which may give rise to any claim under this policy.
- If You can convince Us that there are reasonable prospects of being successful in Your claim and that it is reasonable for Professional Fees to be paid We will:-
 - take over the claim on Your behalf.
 - appoint a specialist of Our choice to act on Your behalf.
- We may limit the Professional Fees that We will pay under the policy where:
 - We consider it is unlikely a sensible settlement of Your claim will be obtained, or
 - the potential settlement amount of Your claim is disproportionate compared with the time and expense incurred in pursuing or defending Your claim, or
 - there are insufficient prospects of obtaining recovery of any sums claimed.Where it may cost Us more to handle a claim than the amount in dispute We may at Our option pay to You the amount in dispute which will then constitute the end of the claim under this policy.
- If Legal Proceedings have been agreed by Us, You may at this stage decide to nominate and use Your own solicitor or indeed, You may wish to continue to use Our own specialists. If You decide to nominate Your own solicitor We must agree this in advance and You will be responsible for any Professional Fees in excess of those which Our own specialists would normally charge Us (details are available upon request).
- At conclusion of Your claim if You are awarded any costs (not Your damages), these must be paid to Us.
- If Rent is overdue You must contact the Tenant within 7 days to establish the reason for the default.
- If the Rent is not paid within a further 7 days the Tenant must be contacted again. If the Tenant cannot be contacted, and it is lawful to do so You must serve notice of a requirement to undertake an inspection and visit the Property in accordance with Your obligations within the Tenancy Agreement.

Please note that if You engage the services of anyone prior to making contact with the appropriate Claims Notification and Advice Helpline Service and incur any costs without our prior written approval these costs will not be covered by this insurance.

If upon receipt of this policy You are unhappy with any of the requirements as stated above please advise Your insurance adviser immediately who subject to there being no claims on this policy will arrange a full refund of premium.

IMPORTANT POLICY INFORMATION

All potential claims must initially be reported to the Claims Notification and Advice Helpline Service, which operates 24 hours a day, 365 days a year.

The Legal Claims Notification & Advice Helpline Service telephone number is 0845 604 4894.

Please note that the Legal Claims Notification & Advice Helpline Service is not empowered to give advice on the admissibility of any claim under the policy. If You wish to make a claim or You have a query relating to policy cover, then You should contact:

Claims Department, Legal Insurance Management Ltd, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands, DY5 1XF.

This is a 'Claims Made' policy. It only covers claims notified to Us within 30 days of any circumstance which may give rise to any claim. You must have obtained and be able to produce a satisfactory Tenant Reference on each Tenant prior to granting a Tenancy. Failure to do so could lead Us to decline that claim.

POLICY DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in this policy.

Administration Agent

Auto Legal Protection Services Limited (ALPS), registered in England No. 3676991. Registered Office: Sunnyside Mill, Highfield Road, Congleton, Cheshire, CW12 3AQ

ALPS is authorised and regulated by the Financial Conduct Authority (FCA). This can be checked on the Financial Services Register at www.fca.org.uk/register.

Authorised Professional

A solicitor, counsel, claims handler or mediator, accountant, firm of accountants or other appropriately qualified person appointed and approved by Us under the terms and conditions of this policy to represent Your or an Insured Person's interests.

Goverholder

Legal Insurance Management Ltd, registered in England No. 307351. Registered Office: 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands, DY5 1XF.

Legal Insurance Management Ltd is authorised and regulated by the Financial Conduct Authority (FCA). This can be checked on the Financial Services Register at www.fca.org.uk/register.

Claim Limit(s)

The sums of £50,000 being the maximum We will pay including Insured Events related by time or cause.

Court

A Court, tribunal or other competent authority.

Deposit

The sum paid by the Tenant to You or the Letting Agent under the terms of the

Tenancy Agreement for the purpose of providing You with a reimbursement or partial reimbursement against losses arising from the Tenant's breach of any of the terms of the Tenancy Agreement.

Event

The initial event, act or omission which sets off a natural and continuous sequence of events that subsequently gives rise to a claim for Professional Fees and/or payment of a benefit under this policy.

Excess

The first amount of each and every claim as detailed on the Schedule or Insured Event.

Guarantor

The individual or organisation shown in the Tenancy Agreement that has received a written Tenant Reference and provided a financial guarantee of the Tenant's performance of their obligations under the Tenancy Agreement.

Insured Person

The Policyholder who rents the Property to the Tenant and is named in the Tenancy Agreement.

Insurers

UK General Insurance Limited on behalf of the Insurer described within the Schedule.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. The Insurer described within the Schedule is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at www.fca.org.uk/register or by contacting them on 0845 606 1234. UK general Insurance Limited registration number is 310101.

Legal Proceedings

When formal Legal Proceedings are issued against an opponent in a Court of Law.

Letting Agent

The organisation with whom You have entered into a formal written contract to let, manage and administer the Property on Your behalf.

Period of Insurance

The Period of Insurance shown in the Schedule.

Policyholder, You, Your

The person or company who has paid the premium and is named in the Schedule as the Policyholder.

Professional Fees

Legal fees and costs properly incurred by the Authorised Professional, with Our prior written authority including costs incurred by another party for which You are made liable by Court Order, or may pay with Our consent in pursuit of a civil claim in the Territorial Limits arising from an Insured Event. Professional Fees will include VAT where it cannot be recovered.

Property

The property or properties' details of which are lodged with the Coverholder and which are occupied for residential purposes only.

Rent

The monthly amount payable by the Tenant to the Insured Person as set out in the Tenancy Agreement.

Rent Arrears

Money owed to You by an accepted Tenant under a Tenancy Agreement (less the Deposit or the balance of the Deposit following sight of accounted receipts relating to dilapidations caused to the property by the Tenant.

Sales Agent

The Agent appointed by ALPS to transact this Insurance with You.

Schedule

The document which shows details of You and this insurance and is attached to and forms part of this policy.

Standard Professional Fees

The level of Professional Fees that would normally be incurred by Us in using a nominated Authorised Professional of Our choice.

Tenancy Agreement

1. A Tenancy Agreement in writing made between You and the Tenant which is an assured Shorthold Tenancy Agreement within the meaning of the Housing Acts 1988 and 1996 or a Short Assured Tenancy or an Assured Tenancy as defined in the Housing (Scotland) Act 1988 or a Tenancy Agreement in which the Tenant is a limited

company. In Northern Ireland the Agreement between You and the Tenant to let the Property must not be a Protected Tenancy or a Statutory Tenancy within the meaning of the Rent (NI) Order 1978 nor a Protected Shorthold Tenancy within the meaning of Housing (NI) Order 1983 or a Tenancy Agreement in which the Tenant is a limited company or a Tenancy Agreement or Lease of a commercial premises or

2. Any other residential tenancy.

Tenant Reference

1. A credit check against the Tenant and any Guarantor obtained from a licenced credit referencing company showing:
 - a) no County Court Judgements in the past three years
 - b) no outstanding County Court Judgements in the past three years
 - c) the Tenant's or Guarantor's financial ability to meet the Rent commitment
 - d) that it is appropriate in the circumstances following receipt of the outcome of the credit check to grant a Tenancy Agreement to the Tenant.
2. Copies of two forms of identification, one of which must contain a photograph where the Tenant is an individual.

Territorial Limits

The United Kingdom (meaning England, Scotland, Northern Ireland, Wales), The Channel Islands and Isle of Man

Tenant(s)

The individual(s) or company entitled to the tenancy of the Property.

Time of Occurrence

Civil Cases - when the Event occurred or commenced whichever is the earlier.

Criminal Cases - when You or an Insured Person commenced or is alleged to have commenced to violate the criminal law in question.

We, Us, Our

The Insurers and/or Legal Insurance Management Ltd, the Coverholder or the Authorised Professional.

In the Data Protection Act section of this policy 'We' also means ALPS.

Legal Insurance Management Limited is authorised and regulated by the Financial Conduct Authority under registration number 552983. This can be checked on the Financial Service Register at www.fca.org.uk/register or by contacting them on 0845 606 1234.

COVER

You have paid the premium, supplied to Us a proposal and declaration or other information which shall be the basis of this contract and be incorporated in this policy.

Upon payment of the policy Excess if applicable, We will pay Your claim in accordance with Our Standard Professional Fees and where requested by You, any other Insured

Person up to the Claim Limit subject to the terms, conditions and exclusions of this policy, against Professional Fees arising from an Insured Event within the Territorial Limits where You notify Us during the Period of Insurance and within 30 days of the Time of Occurrence of the Event.

INSURED EVENTS

SECTION 1	
(Section 1A) Breach of Tenancy Agreement	
What is Covered?	What is Excluded?
A breach by the Tenant of any of his obligations under the Tenancy Agreement.	Excluding any claim where the Tenant has behaved anti-socially.
(Section 1B) Pursuit of Rent Arrears	
What is Covered?	What is Excluded?
The pursuit of Rent Arrears which commenced during the Period of Insurance.	Excluding Professional Fees incurred in connection with:- <ol style="list-style-type: none">1. interest on Rent or service charges payable by the Tenant.2. any Rent payable after You shall have recovered full and vacant possession.
(Section 1C) Eviction	
What is Covered?	What is Excluded?
The eviction of anyone in the Property without Your permission.	
(Section 1D) Legal Defence	
What is Covered?	What is Excluded?
The defence of civil or criminal proceedings in respect of any act or omission or alleged act or omission by You arising out of Your ownership or management of the Property.	

GENERAL POLICY EXCLUSIONS

This insurance does not cover:-

1. Professional Fees incurred:-
 - a) in respect of any Event where the Time of Occurrence commenced prior to the commencement of the Insurance.
 - b) before Our written acceptance of a claim.
 - c) before Our approval or beyond those for which We have given Our approval.
 - d) where You fail to give proper instructions in due time to Us or to the Authorised Professional.
 - e) where You are responsible for anything which in Our opinion prejudices Your case.
 - f) if You withdraw instructions from the Authorised Professional, fail to respond to the Authorised Professional or withdraw from the legal proceedings or the Authorised Professional refuses to continue to act for You.
 - g) where You decide that You no longer wish to pursue Your claim as a result of disinclination. All costs incurred up until this stage will become Your responsibility.
 - h) in respect of the amount in excess of Our Standard Professional Fees where You have elected to use an Authorised Professional of Your own choice.
 - i) where the Insured Person should have realised when purchasing this insurance that a claim under this insurance might occur.
2. the pursuit, continued pursuit or defence of any claim if We consider it is unlikely a sensible settlement will be obtained or where the likely settlement amount is
3. claims which are conducted by You in a manner different from the advice or proper instructions of Us or the Authorised Professional.
4. appeals unless You notify Us in writing of Your wish to appeal at least six working days before the deadline for giving notice of the appeal expires and We consider the appeal to have a reasonable prospects of success.
5. any Professional Fees, expenses or Rent Arrears that can be recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected.
6. damages, fines or other penalties You are ordered to pay by a Court tribunal or arbitrator.
7. claims arising from an Event arising from Your deliberate act, omission or misrepresentation.
8. claims arising from:-
 - a) ionising, radiations or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - b) any radioactive toxic explosive or other hazardous properties of any nuclear assembly or component thereof.
 - c) war terrorism or any like or any associated risk.
 - d) seepage pollution or contamination of any kind.
 - e) pressure waves caused by aircraft or other aerial devices.
9. any dispute relating to written or verbal remarks which damage Your reputation.
10. a dispute with Us not dealt with under the Arbitration Condition.
11. an application for judicial review.
12. an Event arising out of a Tenancy Agreement which does not fall within the definition of Tenancy Agreement in this policy.
13. the Tenants compensation payable by You following an Order of the Court or the terms of any settlement approved in writing by Us.
14. the Tenancy Agreement having been granted without first obtaining the requisite consent or licence.
15. payment or non payment of service charges.
16. subsidence, mining, actual or proposed works by public or local authority.
17. an Event which occurs within the first 90 days of the Period of Insurance where the Tenancy Agreement commenced before the Tenant Reference unless the Insured Person had continuous legal expenses with another insurer in respect of the same Tenancy Agreement and the same Tenant and there had been no claims reported under that insurance.
18. claims where the Tenancy Agreement commenced more than 31 days after the date of the Tenant Reference.
19. claims where You fail to provide evidence relating to a Tenant Reference.
20. disputes between the Insured Person and their mortgage lender.
21. disputes where the Tenant is not aged 18 years or over.
22. claims if the Insured Person or their Letting Agent has allowed the Tenant into possession of the Insured Property prior to:-
 - a) the Tenancy Agreement having been signed by all parties.
 - b) a Tenant Reference having been obtained.
 - c) all necessary statutory pre-grant notices to the Tenant having been issued.
 - d) the first month's Rent and the Deposit having been received in cash or cleared funds.
 - e) The Dilapidations Inventory having been signed by the Tenant.
23. any claim where the Insured Person or their Letting Agent gave any false or misleading information when they applied for the Tenant Reference or for this insurance cover or where the Tenant received a Tenant Reference subject to a Guarantor and the Guarantor was not correctly assigned to the Tenancy Agreement.
24. any Professional Fees relating to Your alleged dishonesty or deliberate and wilful criminal acts or omissions.
25. Professional Fees arising directly or indirectly from computer software except operating systems and packaged software that have not been tailored by the supplier to Your own requirements.
26. Legal Proceedings outside the Territorial Limits and proceedings in constitutional international or supranational Courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights.
27. a dispute which relates to any compensation or amount payable under a contract of insurance.
28. any matter in respect of which an Insured Person is entitled to Legal Aid where Our liability shall be limited to the sum equal to any assessed income based contribution payable by the Insured Person towards Professional Fees incurred under the Crown Court Means Testing scheme where this applies.
29. an Event which You notify US more than 30 days after it occurred or ought to have come to Your knowledge.
30. dilapidation claims which fall to be determined by way of the Small Claims Procedure in the County Court with respect to Property situated in England, Wales, or Northern Ireland or in Scotland the Small Claims Procedure in the Sheriff Court or damage or loss of fixtures, furniture or equipment not referred to in an existing inventory signed by the Tenant prior to or at the commencement of the Tenancy Agreement.
31. Where the amount in dispute is less than £250 including VAT.
32. any Professional Fees incurred arising out of Rent registration or reviews, purchasing the freehold of the Property, Rent tribunals, land tribunals or rate tribunals unless defending action brought against You by the Tenant.
33. any Professional Fees incurred in defending or pursuing new areas of Law or test cases

POLICY CONDITIONS

Alteration of Risk

You must notify Your Agent as soon as possible if there are changes that may affect this insurance for example:-

- The Property is no longer let to a Tenant for residential purposes only.
- You change the address of the Property.
- You sell a Property covered by this policy.
- You purchase an additional Property that You wish to be covered by this policy.
- The Guarantor who has provided a financial guarantee within the Tenancy Agreement has changed.

We will then reassess Your cover and premium. If you do not notify Us about any of these changes We may:-

1. have charged You the incorrect premium and or applied an incorrect cover;
2. decline Your claim; or
3. Declare this policy void.

Observance

Our liability to make any payment under this policy will be conditional on You complying with the terms and conditions of this insurance.

Claims

You must tell Us in writing within 30 days about any matter, which could result in a claim being made under this policy, and must obtain in writing Our consent to incur Professional Fees success in pursuing or defending Your claim and that it is necessary for Professional Fees to be paid and You have paid the Excess.

We may require (at Our discretion) You at Your expense to obtain the opinion of an expert or counsel on the merits of a claim or legal proceedings. If We subsequently agree to accept the claim, the costs of such opinion will be covered.

1. Your prospects of success are insufficient;
2. it would be better for You to take a different course of action;
3. We cannot agree to the claim

We will write to You giving Our reasons and We will not then be bound to pay any further Professional Fees for this claim.

We may limit any Professional Fees that We will pay under the policy in the pursuit, continued pursuit or defence of any claim:-

1. if We consider it is unlikely a sensible settlement will be obtained; or
2. where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement; or

3. where there are insufficient prospects of obtaining recovery of any sums claimed.

Alternatively where it may cost Us more to handle a claim than the amount in dispute We may at Our option pay to You the amount in dispute which shall be deemed to represent full and final settlement under this policy providing that all the terms and conditions of this policy have been complied with.

In the event that You make a claim under this policy which You subsequently discontinue due to Your own disinclination to proceed, any legal costs incurred to date will become Your own responsibility and will be required to be repaid to the Insurer.

UK General Insurance Ltd is an Insurer's agent and in the matters of a claim act on behalf of the Insurer.

Representation

We will take over and conduct in Your name the prosecution, pursuit, defence or settlement of any claim. The Authorised Professional nominated and appointed by Us will act on Your behalf and You must accept Our nomination.

If Legal Proceedings have been agreed by Us, You may nominate Your own Authorised Professional whose name and address You must submit to Us. In selecting Your Authorised Professional You shall have regard to the common law duty to minimise the cost for Your claim. Any dispute arising from this shall be referred to Arbitration in accordance with the policy Conditions.

When you have elected to use Your own nominated Authorised Professional You will be responsible for any Professional Fees in excess of Our Standard Professional Fees.

Conduct of Claim

1. You shall at all times co-operate with Us and give to Us and the Authorised Professional evidence, documents and information of all material developments and shall attend upon the Authorised Professional when so requested at Your own expense.
2. We shall have direct access at all times to and shall be entitled to obtain from the Authorised Professional any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and You shall give any instructions to the Authorised Professional which may be required for this purpose. You or Your Authorised Professional shall notify Us immediately in writing of any offer or payment into Court made with a view to settlement and You must secure Our written agreement before accepting or declining any such offer.
3. We will not be bound by any promise or undertaking given by You to the Authorised Professional or by either of You to any court, witness, expert or agent or other person without Our agreement.

References

You must obtain a satisfactory Tenant Reference in writing in respect of the Tenant(s) and/or Guarantor from licensed credit referencing company prior to granting a Tenancy.

Rent Arrears

1. If Rent is overdue You must contact the Tenant within 7 days to establish the reason for the default.
2. If the Rent is not paid within a further 7 days the Tenant must be contacted again. If the Tenant cannot be contacted, and it is lawful to do so, You must serve notice of a requirement to undertake an inspection and visit the Property in accordance with Your obligations within the Tenancy Agreement. You should contact the Claims Helpline Service if You are unsure that such an inspection is lawful.

Arbitration

Any dispute between You and Us, which is not solved by the policy, will be governed by the laws of England and Wales and shall be referred to a single arbitrator who shall either be a solicitor or barrister on whom we both agree. If we cannot agree, one will be nominated by the Law Society. Where appropriate the dispute will be resolved on the basis of written submissions. The costs of resolving the dispute will be met in full by the party against whom the decision is made. If the decision is not clearly made against either party, the arbitrator shall have the power to apportion costs.

Fraud

We have the right to refuse to pay a claim or to void this insurance in its entirety if You make a claim which is in any respect false or fraudulent, or You gave false or misleading information when applying for either this insurance or the Tenant Reference.

Data Protection Act 1998

The data supplied by You will only be used for the purposes of processing Your policy of insurance, including underwriting, administration and handling any claim which may arise. The data supplied will not be passed to any other parties other than those which We have mentioned herein.

You are entitled upon the payment of an administration fee to inspect the personal data which We are holding about You. If You wish to make such an inspection, You should contact Legal Insurance Management Ltd, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands, DY5 1XF.

We may respond to enquiries by the Police concerning Your policy in the normal course of their investigations. Where it is necessary to administer Your policy effectively, to protect Your interests, or for fraud prevention and detection purposes, We may disclose data You have supplied to other third parties such as solicitors, other insurers, law enforcement agencies, etc.

Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

Notices

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

Due Care

You must not breach any of the conditions of the Tenancy Agreement(s) or Legal Charge affecting the Property.

You must take due care to prevent incidents that may give rise to a claim and to minimise the amount payable by Us. This includes ensuring that following receipt of the Tenant Reference, it is reasonable to grant a Tenancy Agreement to the Tenant.

You must act promptly to gain vacant possession of the Property and recover Rent Arrears.

Cancellation

We hope You are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with Your requirements, please return it to Your Sales Agent within 14 days of issue and We will refund Your premium.

The Insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days' notice to the Policyholder at their last known address. Provided the premium has been paid in full the Policyholder shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance. A charge may be imposed based upon the usage of any Helpline Service during this period.

Recovery of Costs

You should take all steps to recover costs charges, fees or expenses. If another person is ordered, or agrees, to pay You all or any costs charges, fees, expenses or compensation You will do everything possible (subject to Our discretion) to recover the money and hold it on Our behalf. If payment is made by instalments these will be paid to Us until We have recovered the total amount that the other person was ordered, or agreed to pay by way of costs, charges or fees.

Acts of Parliament

Any reference to an Act of Parliament within this Policy shall include an amending or replacing Act and shall also include where applicable equivalent legislation in Scotland, Northern Ireland and under European Law where applied in the United Kingdom.

Claims Notification and Advice Helpline Service

The Legal Claims Notification and Advice Helpline Service provides advice on any legal problem affecting the Policyholder.

All potential claims must be reported initially to the appropriate Claims Notification and Advice Helpline Service for advice and support.

Legal Claims Notification & Advice Helpline Service: - 0845 604 4894

We will not accept responsibility if the Helpline Services fail for reasons beyond Our control.

Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the Policyholder's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. In the event of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands shall apply.

Complaints Procedure

ALPS are committed to providing you with the highest standard of service and customer care. We realise however, that there may be occasions when you feel you did not receive the standard of service you expect.

Should you have cause for complaint in relation to the sale of this insurance please write to:-

The Managing Director, Auto Legal Protection Services Ltd, PO Box 115, Congleton, Cheshire CW12 3FL.

An acknowledgment that your complaint has been received will be sent to you within 5 working days following which your complaint will be investigated on behalf of the Managing Director. Please quote your policy reference in any communication. If you have received a final response to your complaint or it has been 4 weeks since your complaint was made to us, and you remain unhappy, please contact the Financial Ombudsman Service whose details are provide below.

The Managing Director, Legal Insurance Management Ltd, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands, DY5 1XF.

Please ensure Your policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, You have the right to make an appeal to the Financial Ombudsman Service. This also applies if You are insured in a business capacity and have an annual turnover of less than € million and fewer than ten staff. You may contact the Financial Ombudsman Service at:-

Insurance Division, Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Tel: 0845 080 1800 www.financial-ombudsman.org.uk

The above complaints procedure is in addition to Your statutory rights as a consumer. For further information about Your statutory rights contact Your local Authority Trading Standards Service or Citizens Advice Bureau.

Compensation Scheme

The Insurer detailed within the Schedule is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if it cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about Compensation Scheme arrangements from the FSCS or visit www.fscs.org.uk

Landlord Legal Expenses Insurance Policy Summary

Landlords Legal Expenses Policy Summary

Some important facts about the ALPS Landlords Legal Expenses policy are summarised below. This summary does not describe all of the terms and conditions of the policy, so you will need to take time to read the insurance policy wording to make sure that you understand the cover that it provides. All references below to the cover provided are contained within the full policy wording. Please note that a full policy wording is available for your inspection upon request.

Name Of Insurer

UK General Insurance Limited on behalf of Ageas Insurance Limited, Registered in England No.354568. Registered Office: Agease House, Tollgate, Eastleigh, Hampshire, SO53 3YA. UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at www.fca.org.uk/register or by contacting them on 0845 606 1234.

Coverholder and Administration Agent

The policy is administered on behalf of the insurers by Legal Insurance Management Ltd, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands, DY5 1XF and Auto Legal Protection Services Ltd, PO Box 115, Congleton, Cheshire, CW12 3FL.

Type of Insurance

The policy is designed to cover the cost of professional fees charged by a claims handler, solicitor or accountant following a specific occurrence, provided that cover for that occurrence is detailed within the policy wording and is not specifically excluded within the policy schedule issued.

Significant Features and Benefits

The policy includes the following features (unless specifically excluded by the policy schedule issued), which are fully explained in detail in the policy wording. The Claim Limit provided will be shown on the policy schedule issued.

Claim Limit

Any One Claim £50,000. Any One Period of Insurance £50,000. Unless detailed otherwise below.

Section of Cover	Cover Provided	Specific Section Exclusions (Please note that this only shows the significant exclusions and reference should be made to the policy wording for a definitive list)
Breach of Tenancy Agreement	Pursuit following a breach by the tenant of any of their obligations under the tenancy Agreement.	
Pursuit of Rent Arrears	The pursuit of Rent Arrears which commenced during the period of insurance.	Professional Fees incurred in connection with interest on Rent or service charges payable by the tenant. Any Rent payable after You have recovered full and vacant possession.
Eviction	The eviction of anyone in the property without your permission.	
Legal Defence	The defence of civil or criminal proceedings in respect of any act or omission by you arising from your ownership or management of the property.	
Legal Helpline	Free access to legal advice & assistance.	The helpline can provide general advice only and cannot assist with complex legal matters which may require the review of documentation and is not intended to replace the services of a solicitor.

SIGNIFICANT AND UNUSUAL EXCLUSIONS OR LIMITATIONS:

The policy will exclude claims where the incident falls outside of the scope of cover provided by the policy wording or where this is subject to a specific exclusion or limitation. Please refer to the policy wording for full details. The most significant or unusual exclusions or limitations are outlined below.

- Other than the excess (first amount of any claim you are required to pay) shown under the relevant section of cover listed above, unless otherwise shown on the policy schedule, no additional excess applies.
- You must obtain or have obtained and be able to produce an up to date satisfactory credit reference prior to the granting of the tenancy.**
- If you can convince us that there are sensible prospects of being successful in your claim and that it is necessary for Professional Fees to be paid we will take over the claim on your behalf appoint a specialist of our choice to act on your behalf.
- We may limit the Professional Fees that we will pay under the policy where we consider it is unlikely a sensible settlement of the claim will be obtained, the potential settlement amount of the claim is disproportionate compared with the time and expense incurred in pursuing or defending the claim or where there are insufficient prospects of obtaining recovery of any sums claimed.
- Where it may cost us more to handle a claim than the amount in dispute we may at our option pay to you the amount in dispute which will then constitute the end of the claim under the policy.
- If Legal Proceedings have been agreed by us you may at that stage decide to nominate and use your own solicitor or indeed, you may wish to continue to use our own specialists. If you decide to nominate your own solicitor we must agree this in advance and you will be responsible for any Professional Fees in excess of those which our own specialists would normally charge us (Details are available upon request).
- At conclusion of the claim if you are awarded any costs (not your damages), these must be paid to us.
- Please note that if you should engage the services of a solicitor prior to making contact with us any costs that you incur are not covered by this Insurance.
- This is a policy where you must notify us during the period of insurance and within 30 days of any circumstances which may give rise to any claim under the policy. Failure to do so could mean that we decline to pay a claim for your professional fees.
- The jurisdiction and territorial limits of the policy is The United Kingdom.
- The following circumstances are not covered by the policy:
 - An Event which occurs within the first 90 days of the Period of Insurance where the Tenancy Agreement commenced before the Tenant Reference unless the Insured had continuous legal expenses with another insurer in respect of the same Tenancy Agreement and the same Tenant and there had been no claims reported under that insurance.

landlord legal expenses policy summary

- Claims where the Tenancy Agreement commenced more than 31 days after the date of the Tenant Reference.
- Any Insured Incident arising out of a tenancy agreement which does not fall within the definition of Tenancy Agreement.
- A dispute relating to service charges or any compensation payment to a tenant.
- Dilapidation claims which fall to be determined by way of the Small Claims Procedure in the County Court with respect to property situated in England, Wales or Northern Ireland or in Scotland or the Small Claims Procedure in the Sheriff Court or damage or loss of fixtures and fittings, furniture or equipment not referred to in an existing inventory signed by the Tenant prior to or at the commencement of the Tenancy Agreement.
- The Tenancy Agreement having been granted without first obtaining the requisite consent or licence.
- Claims arising out of rent registration or reviews, purchasing the freehold of the Property, rent tribunals, land tribunals or rate tribunals unless defending action brought against you by the Tenant.
- Disputes where the Tenant is not aged 18 years or over.
- Where the amount in dispute is less than £250 including VAT.

Duration of the Contract

The cover provided by the policy is normally for a 12 month period. Where this is altered, it will be clearly shown within the quotation provided and policy schedule subsequently issued.

Cancellation

We wish you to be happy with the cover provided by your policy. However you have the right to cancel the policy within 14 days of receiving the policy documents without giving reason. If you chose to cancel, we will refund your premium after first (at our discretion) charging for the cover provided from the date of commencement of the contract until the date of cancellation and any helpline costs incurred.

Claims Address

The person insured by the policy should report immediately (and in accordance with the policy terms and conditions no later than 30 days after the occurrence) any incident which may give rise to a claim under the policy. Failure to do so could mean that we decline to pay a claim under the policy. The telephone number for the reporting of a claim is contained within the policy schedule. A claim form will be dispatched for completion by the insured person and return to the address shown below. If you wish to make a claim in writing, this must be made in person by the Insured Person seeking cover under the policy issued.

Please note that we will not enter into dialogue or correspond with anyone other than the Insured Person or the Insured Person's personal representatives (following death or serious incapacity) in relation to the notification and subsequent handling of a claim.

Claims Department, Legal Insurance Management Ltd, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands, DY5 1XF.

Complaints Procedure

In the event of a complaint arising under this Insurance, you should in the first instance write to the Managing Director of Legal Insurance Management Ltd at the above address.

If it is not possible to reach an agreement, you may have the right to make an appeal to the Financial Ombudsman Service. This applies if you are insured in a business capacity and have an annual turnover of less than EUR 2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at:-

Insurance Division
Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Compensation Scheme

Ageas Insurance Ltd is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if it cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk