



ASSURANT
Solutions



Landlords Legal Expenses Policy Booklet

Assurant Solutions | Intermediary

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Welcome To Your Landlord's Legal Expenses Policy

Thank you for taking out an Assurant Intermediary Ltd's Landlord's Legal Expenses Policy. You are now protected by Europe's leading Legal Expenses Insurer, DAS.

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

How we can help

To make a claim under your policy please telephone us on 0117 934 0553. We will ask you about your legal dispute and if necessary give you legal advice. If your dispute needs to be dealt with as a claim under this policy, we will provide you with a claim reference number. At this point we will not be able to confirm that you are covered but we will pass the information you have given us to our specialist claims handling teams, and explain what to do next.

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

Claims Department, DAS Legal Expenses Insurance Company, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Or you can email your claim to us at newclaims@das.co.uk.

When we cannot help

Please do not ask for help from a solicitor before we have agreed. If you do, we will not pay the costs involved even if we do accept the claim.

Problems

We will always try 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 0117 934 0066 or email us at customerrelations@das.co.uk Details of our internal complaint-handling procedures are available on request.

Our 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 at www.das.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 0845 080 1800. Website: www.financial-ombudsman.org.uk. (Using these services does not affect your right to take legal action).

DAS Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Services Authority.

Meaning Of Words

When the following words and phrases appear in the policy document or policy schedule, they have the meanings given below. These words are highlighted by the use of bold print.

We, Us, Our

DAS Legal Expenses Insurance Company Limited.

You, Your

The person who has taken out this policy, being the owner of the **property**.

Insured Person

You.

Property

The **Property** owned by **You** and declared to **us** in respect of which the premium has been paid.

Representative

The lawyer or other suitably qualified person who has been appointed by **us** to act for the **Insured Person** in accordance with the terms of this policy.

Period of Insurance

The period for which we have agreed to cover an **Insured Person**.

Date of Occurrence

- (a) For civil cases, the **date of occurrence** is the date of the event which may lead to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events.
- (b) For criminal cases, the **date of occurrence** is when the **Insured Person** began, or is alleged to have begun, to break the criminal law in question.

Legal Costs

All reasonable and necessary costs chargeable by the **representative** on a standard basis.

Territorial Limit

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

Cover Provided Under This Policy

- 1 This policy covers the **Insured Person**. 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 within the **territorial limit**; 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 an **Insured Person** will recover damages (or obtain any other legal remedy which **we** have agreed to) or make a successful defence.
 - (e) the claim is reported to **us** as soon as the **Insured Person** becomes aware of it and within 180 days of the **date of occurrence**.
- 2 For all **insured incidents**, we will help in appealing or defending an appeal as long as the **Insured Person** tells **us** within the time limits allowed that they want **us** to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that it is always more likely than not that the appeal will be successful.
- 3 **We** will only pay the **legal costs** and **accountant's costs** charged by a **representative** appointed by **us**.
- 4 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.

Property Protection

We will negotiate for the **Insured Person's** legal rights in a civil action for a dispute relating to **your property** following:

- (a) A legal nuisance (meaning any unlawful interference with the **Insured Person's** use or enjoyment of their **property** or some right over, or in connection with it);
- (b) A trespass.

What is not covered under Property Protection

1 A claim relating to:

- (a) any building or land not owned by **you**;
- (b) someone legally taking an **Insured Person's** material property from them, whether the **Insured Person** is offered money or not, or restrictions or controls placed on an **Insured Person's** material property by any government or public or local authority unless the claim is for accidental physical damage;
- (c) work done by any government or public or local authority unless the claim is for accidental physical damage.

2 A claim where the cause of action arises within the first 180 days from the start of this policy, unless **you** first purchased similar cover which expired immediately before this insurance began.

3 Defending a claim relating to an event that causes physical damage to material property, but defending a counter-claim is covered.

Legal Defence

We will defend the **Insured Person's** legal rights if an event leads to their prosecution for an offence connected with the **property** under the following:

- (a) The Gas Safety (Installation and Use) Regulations 1998;
- (b) The Furniture and Furnishings (Fire) (Safety) Amendment Regulations 1998;
- (c) The Electrical Equipment (Safety) Regulations 1994.

What is not covered under Legal Defence

- 1 Pleas in mitigation where there is no real prospect of a plea reducing the penalty.
- 2 Any claim where the **Insured Person** did not take reasonable steps to comply with the regulations listed above.

General Policy Exclusions

- 1 A claim where the **Insured Person** has failed to notify **us** of the **insured incident** within a reasonable time of it happening and where this failure adversely affects the prospects of successfully recovering damages (or getting any other legal remedy that **we** have agreed to) or of making a successful defence.
- 2 An incident or matter arising before the start of this policy.
- 3 **Legal Costs** incurred before **our** written acceptance of a claim.
- 4 Any claim arising from any venture for gain or business project of the **Insured Person**, other than letting the **property** under a licence or lease.
- 5 Fines, penalties, compensation or damages which an **Insured Person** is ordered to pay by a court or other authority.
- 6 An **insured incident** intentionally brought about by an **Insured Person**.
- 7 A legal action that an **Insured Person** takes which **we** or the **representative** have not agreed to, or where an **Insured Person** does anything that hinders **us** or the **representative**.
- 8 A claim relating to an **Insured Person's** alleged dishonesty or alleged violent behaviour.
- 9 A dispute with **us** not otherwise dealt with under Condition 7.
- 10 A claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
- 11 Apart from **us**, the **Insured Person** is 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.
- 12 **Costs and expenses** arising from or relating to **Judicial Review**, coroner's inquest or fatal accident enquiry.
- 13 A claim caused by, contributed to by or arising from:
 - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - (c) war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or
 - (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

Policy Conditions

- 1 An **Insured Person** 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 details by telephone or in writing of any claim as soon as possible and give **us** any information **we** need.
- 2 (a) **We** can take over and conduct in the name of an **Insured Person**, any claim or legal proceedings at any time. **We** can negotiate any claim on behalf of an **Insured Person**.
 - (b) An **Insured Person** is free to choose a **representative** (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 the interests of an **Insured Person** in those proceedings; or
 - (ii) there is a conflict of interest. **We** may choose not to accept the **Insured Person's** choice, but only in exceptional circumstances. If there is a disagreement over the choice of **representative** in these circumstances, the **Insured Person** may choose another suitably qualified person.
 - (c) In all circumstances except those in 2(b) above, **we** are free to choose a **representative**.
 - (d) Any **representative** will be appointed by **us** to represent an **Insured Person** according to **our** standard terms of appointment, which may include a 'no win, no fee' arrangement. The **representative** must co-operate fully with **us** at all times.
 - (e) **We** will have direct contact with the **representative**.
 - (f) An **Insured Person** must co-operate fully with **us** and the **representative** and must keep us up to date with the progress of the claim.
 - (g) An **Insured Person** must give the **representative** any instructions that **we** require.
- 3 (a) An **Insured Person** must tell **us** if anyone offers to settle a claim.
 - (b) If an **Insured Person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **legal costs**.
 - (c) **We** may decide to pay the **Insured Person** the amount of damages that the **Insured Person** is claiming, or which is being claimed against them, instead of starting or continuing legal proceedings.
- 4 (a) An **Insured Person** must tell the **representative** to have **legal costs** taxed, assessed or audited, if we ask for this
 - (b) An **Insured Person** 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 the **representative** refuses to continue acting for an **Insured Person** with good reason, or if an **Insured Person** dismisses the **representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **representative**.
- 6 If an **Insured Person** settles a claim or withdraws it without **our** agreement, or does not give suitable instructions to a **representative**, the cover **we** provide will end at once and **we** will be entitled to reclaim any **legal costs** 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, the **insured person** can contact the Financial Ombudsman Service for help.
- 8 **We** may, at our discretion, require the **Insured Person** to obtain, at their expense, an opinion from a lawyer, or other suitably qualified person chosen by the **Insured Person** and **us**, as to the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that an **Insured Person** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence, **we** will pay the cost of obtaining the opinion.

Policy Conditions

- 9 **We** can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand. **You** can cancel this policy at any time as long as **you** tell **us** at least 14 days beforehand.
- 10 **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.
- 11 This policy will be governed by English law.
- 12 All Acts of Parliament mentioned in the policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

Policy Conditions Continued

Helpline Services

We provide these services 24 hours a day, seven days a week during the **period of insurance**. To help us check and improve our service standards, we record all calls.

Eurolaw Commercial Legal Advice

We will give the **Insured Person** confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

To contact the above services, phone us on 0117 934 0553 or 0117 976 2030 quoting Policy No: TS3/4906112.

We will not accept responsibility if the Helpline Services fail for reasons we cannot control.

The law and language applicable to the policy

The law of England will apply unless it says differently anywhere in the policy schedule. The language used in this policy and any communications relating to it will be English.

About the companies providing your insurance

Details of your Landlords Legal Expenses companies are shown below. All of the protection providers are authorised and regulated by the Financial Services Authority (FSA).

- Assurant Intermediary Ltd
Landlords Legal Expenses is underwritten by DAS Legal Expenses Insurance Company Limited, Registered in England
No 103274, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. FSA No 202106.

- Assurant Intermediary Ltd,
Registered in England
No 4019801.

6-12 Victoria Street, Windsor,
Berkshire, SL4 1EN, FSA No
311243

Assurant Intermediary Ltd is the appointed agent of the underwriter for the purposes of administering the policy and premium collections. Assurant Intermediary Ltd is governed by strict rules pertaining to client money, set down by the FSA. This means that premiums are treated as being received by the insurer when received in our bank account and that any premium refund is treated as received by you when it is actually paid over to you. There are occasions where such transactions are restricted (for example, to receiving premiums only) and we will tell you if this is the case.

Alternative formats

The information within this booklet is available in alternative formats such as Braille, cassette tape or large print. Please contact us on 0844 248 7880 if you wish to receive it in one of these formats

and we will be happy to help.

Important Telephone Numbers

Customer Service	0844 248 7880
Claims	0117 934 0553
Complaints	0117 934 0066

DAS is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** cannot meet our 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.

Assurant Solutions | Intermediary

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www.assurantintermediary.co.uk

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