



# **Legal Expenses and Rent Guarantee Insurance Policy**

Just Landlords Minerva House Spaniel Row Nottingham NG1 6EP

Just Landlords is authorised and regulated by the Financial Services Authority

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## INDEX

Definitions	3
Your legal expenses and rent guarantee insurance policy	4
What we will pay for	4
Section One – Rent Recovery	5
Section Two – Eviction of Squatters	5
Section Three – Property Damage	5
Section Four – Legal Defence	5
Section Five – 24 Hour Helpline Services	6
Section Six – Repossession	7
Section Seven – Rent Arrears	8
Section Eight – Tax Protection	8
Section Nine – Contract Disputes	8
How to make a claim under this insurance	9
General Conditions	9
General Exclusions	10
Our Service Commitment to you	11
Your Total Peace of Mind	11

## Definitions

Certain words will carry the same meaning wherever they appear in this policy, unless defined differently in the appropriate section. They are highlighted as follows:-

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

**Costs and expenses** – a)

- b) **Accountant’s costs** - a reasonable amount in respect of all costs reasonably incurred by the suitably qualified person.
- b) **Legal costs** - all reasonable and necessary costs charged by the **appointed lawyer** on a standard basis.
- c) **Opponents costs** - the costs incurred by opponents in civil cases if **you** have to pay them, or pay them with **our** consent.

**Date of occurrence** – a)

- b) **For civil cases** - (except under **Section Eight - Tax Protection**) The date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, then the **date of occurrence** is the date of the first of these events.
- b) **For criminal cases** - the **date of occurrence** is when **you** began, or are alleged to have begun, to break the criminal law in question.
- c) **For full enquiries** - the **date of occurrence** is when HM Revenue and Customs first notifies **you** in writing of their intention to make an enquiry.

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

**Hotel Expenses** – up to £150 per day to cover the cost of **your** accommodation for a maximum of 30 days whilst **you** are seeking possession of **your property**.

**Period of insurance** – the period for which **we** have agreed to cover **you** as stated in the schedule of cover.

**Property** – the risk address which is named in the schedule of cover.

**Rent Arrears** – unpaid rent that is owed to **you** under a tenancy agreement or would have been owed to **you** but for the breach of a tenancy agreement to let **your property**: where **we** have accepted **your** claim under **Section Six – Repossession**.

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

**Territorial limit** – the United Kingdom of Great Britain and Northern Ireland.

**We/us/our** – DAS Legal Expenses Insurance Company Limited.

**You/your** – the person, business or **property** owner who has taken out this insurance policy.

## Your legal expenses and rent guarantee insurance policy

This insurance policy provides cover for the sections specified in the schedule of cover during the **period of insurance**.

To make sure **you** get the most from **your** DAS cover, please take the 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 Just Landlords who have arranged this cover on **your** behalf as soon as possible.

This insurance policy along with the schedule of cover should be read together as one document and form the contract of insurance.

As a DAS policyholder, **you** are now protected by Europe's leading legal expenses insurer.

### What we will pay for

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

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

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

- **accountant's costs** under **Section Eight – Tax Protection**,
- **hotel expenses**,
- **legal costs**, including **legal costs** to make or defend an appeal provided that:-
  - a) **you** tell **us** within the time limit allowed that **you** want **us** to appeal; and
  - b) **we** agree that it is always more likely than not that the appeal will be successful;
- **opponents' costs**,
- **rent arrears**, payable by **us** 30 days in arrears as shown under **Section Seven (A) and (B) – Rent Arrears**,
- **storage costs**.

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

## INSURED INCIDENTS WE WILL COVER

### Section One – Rent Recovery

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

#### Conditions to Section One – Rent Recovery

- i) If **you** accept payment (or part payment) of **rent arrears** from the tenant of **your property**, **you** must be able to provide proof that **you** have warned the tenant that it does not prevent **you** taking further action against them under this insurance policy.
- ii) Where the tenant is a limited company, **you** must first seek advice from the **appointed lawyer** before accepting payment of **rent arrears**.

### Section Two – Eviction of Squatters

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

### Section Three – Property Damage

We will negotiate for **your** legal rights after an event which causes physical damage to **your property**.

The amount in dispute must be more than £1,000.

### Section Four – Legal Defence

We will:-

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

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

## Section Five – 24 Hour Helpline Services

### EuroLaw legal advice

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

**To get advice from us, phone 0117 934 0553.**

### Tax advice

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

**To get advice from us, phone 0117 934 0553.**

### Domestic assistance

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

**To get assistance from us, phone 0117 934 0553.**

### Counselling

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

**To contact the counselling helpline, phone 0117 934 2121.**

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

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

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

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

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

## Section Six – Repossession

We will negotiate for the following:-

### A) England, Wales and Scotland

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

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

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

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

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

### B) Northern Ireland

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

## Conditions to Section Six – Repossession

- i) For both **A)** and **B)** **you** must give the tenant the correct notices telling them that **you** want possession of **your property**.
- ii) All posted pre-agent notices and pre-proceeding notices must be sent by recorded-delivery post.

## What is not covered under Section Six – Repossession

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

## Section Seven – Rent Arrears

- A) We will pay **your rent arrears** while **your** tenant or ex-tenant still occupies **your property**.
- B) If after vacant possession **your property** needs damage repaired to enable **you** to re-let it, **we** will pay 50% of **your rent arrears** for a maximum of three months or until **your property** is re-let, whichever happens first.

Provided that in both **A)** and **B)** **you** have:-

- i) obtained a satisfactory reference\*\* for each tenant and each guarantor from a licensed referencing service before the tenancy started; and
  - ii) a detailed inventory of the contents and condition of **your property** (with supporting photographs) which the tenant has signed; and
  - iii) kept clear and up to date rental records;
- and provided that **we** have accepted **your** claim under **Section Six – Repossession**.

\*\* The reference must include: written references from a previous managing agent or landlord where the tenant has let property before; or, where they have not let a property before, an employer (or other financial source); and a credit-history check (including the Enforcement of Judgements Office, County Court Judgements and bankruptcy).

### What is not covered under Section Seven – Rent Arrears

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

## Section Eight – Tax Protection

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

### What is not covered under Section Eight – Tax Protection

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

## Section Nine – Contract Disputes

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

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

### What is not covered under Section Nine – Contract Disputes

A claim relating to:-

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

## How to make a claim under this insurance

Naturally **we** hope that **you** will not have any incidents or misfortune, but if **you** do and wish to make a claim under this insurance please phone **us** on 0117 934 0553.

**We** will ask **you** about **your** legal dispute and if necessary call **you** back at an agreed time to give **you** legal advice.

If **your** dispute needs to be dealt with as a claim under this insurance policy, **we** will give **you** a claim reference number.

At this point **we** will not be able to tell **you** whether **you** are covered but **we** will pass the information **you** have given **us** to **our** claims-handling teams and explain what to do next. If **you** prefer to report **your** claim in writing, **you** can send it to **our** Claims Department at the following address:-

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

**You** may prefer to email **your** claim to **us** at:-

newclaims@das.co.uk

## When we cannot help

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

## General Conditions

- 1) **You** must:-
  - a) keep to the terms and conditions of this insurance 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 of any claim as soon as possible and give **us** any information **we** need.
- 2)
  - a) **We** can take over and conduct, in **your** name, any claim or legal proceedings at any time.  
**We** can negotiate any claim on **your** behalf.
  - b) **You** are free to choose an **appointed lawyer** (by sending **us** a suitably qualified person's name and address) if:-
    - i) **we** agree to start legal proceedings and it becomes necessary for a lawyer to represent **your** interests in those proceedings; or
    - ii) there is a conflict of interest.
  - c) In all circumstances except those in **2b)** above, **we** are free to choose an **appointed lawyer**.
  - d) The **appointed lawyer** will be appointed by **us** to represent **you** according to **our** standard terms of appointment, which may include a 'no win, no fee' agreement.  
The **appointed lawyer** must co-operate fully with **us** at all times.
  - e) **We** will have direct contact with the **appointed lawyer**.
  - f) **You** must co-operate fully with **us** and with the **appointed lawyer** and must keep **us** up to date with the progress of the claim.
  - g) **You** must give the **appointed lawyer** any instructions that **we** ask for.
- 3)
  - a) **You** must tell **us** if anyone offers to settle a claim.
  - b) If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay further **legal costs**.
  - c) **We** may decide to pay **you** the losses **you** are claiming instead of starting or continuing legal proceedings.

- 4) a) **You** must tell the **appointed lawyer** to have **legal costs** taxed, assessed or audited, if **we** ask for this.
- b) **You** must take every step to recover **legal costs** that **we** have to pay and must pay **us** any **legal costs** that are recovered.
- 5) If an **appointed lawyer** refuses to continue acting for **you** with good reason, or if **you** dismiss an **appointed lawyer** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed lawyer**.
- 6) If **you** settle a claim or withdraw it without **our** agreement or do not give suitable instructions to an **appointed lawyer**, the cover **we** provide will end at once and **we** will be entitled to reclaim from **you** **costs and expenses** **we** have paid.
- 7) If there is a disagreement about the way **we** handle a claim that is not resolved through **our** internal complaints procedure, **you** can contact the Financial Ombudsman Service for help.
- 8) **You** can cancel this insurance policy by telling **us** within 14 days of taking it out, **we** will refund **your** premium in full but **Just Landlords** will levy a £15 administration charge. **You** can cancel this policy at any time afterwards as long as **you** tell **us** at least 14 days beforehand, but here there will be no refund of premium. **We** can cancel this insurance policy at any time as long as **we** tell **you** at least 14 days beforehand and **we** will refund a proportion of **your** premium on a pro rata basis.
- 9) **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this insurance policy did not exist.
- 10) This insurance policy will be governed by English law.

## General Exclusions

**You** are not covered for:-

- 1) Any claim reported to **us** more than 90 days after the date **you** should have known about the insured incident.
- 2) Any **costs and expenses**, **hotel expenses** or **storage costs** that are incurred before **we** agree to pay them.
- 3) Any disagreement with **your** tenant when the **date of occurrence** is within the first 90 days of the first **period of insurance** and the tenancy agreement started before the start of this insurance policy.  
This exclusion does not apply where **you** held an equivalent insurance policy in respect of the same tenancy agreement immediately prior to the inception of this insurance policy. **You** will have to provide proof of this at the point of reporting a claim.
- 4) A claim which is fraudulent, exaggerated or dishonest or where an allegation of dishonesty or violent behaviour has been made against **you**.
- 5) Any claim relating to registering rents, reviewing rents, rent control, buying the freehold of **your property** or any matter that relates to rent tribunals, rate tribunals, land tribunals, rent assessment committees and rent officers.
- 6) Any claim relating to someone legally taking **your property** from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your property** by any government or public or local authority unless the claim is for accidental physical damage caused by any of the above.
- 7) Any claim relating to subsidence, mining or quarrying.
- 8) Judicial Review.
- 9) Fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority.
- 10) Any claim caused by, contributed to by or arising from:-
  - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
  - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
  - war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
  - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 11) A dispute with **us** not otherwise dealt with under General Condition 7.
- 12) Any legal action **you** take which **we** or the **appointed lawyer** have not agreed to or where **you** do anything that hinders **us** or the **appointed lawyer**.
- 13) Apart from **us**, **you** are the only person who may enforce all or any part of this insurance 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 insurance policy in relation to any third-party rights or interest.
- 14) Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

## **Our service commitment to you**

**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 as shown below. Or **you** can phone **us** on 0117 934 0066 or email **us** at [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk). Details of **our** internal complaint-handling procedures are available on request.

## **Our Head and Registered Office is:-**

DAS Legal Expenses Company Limited  
DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.

Registered in England and Wales, number 103274.  
Website: [www.das.co.uk](http://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 contact them on 0845 080 1800. Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

(Using this service does not affect **your** right to take legal action.)

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## **Administration charges**

**Just Landlords** will impose a £15 administration charge where **you** cancel **your** insurance policy within 14 days of taking it out. **Just Landlords** may also charge a small administration fee for arranging and amending policies. Any administration fees are included in the premium charged. No administration charges or fees will ever be made if **you** wish to make a claim.

## **Data Protection Act 1998**

It is understood by **you** that any information provided to **us** regarding **you** will be processed by **us** in compliance with the provision of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

## **Your total peace of mind**

DAS are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the Scheme if DAS is unable to meet its obligations to **you** under this contract. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the contract. Further information about the Scheme is available from the Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsoken Street, London E1 8BN, by telephoning 020 7892 7300 and on their website [www.fscs.org.uk](http://www.fscs.org.uk)

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