

Landlords Professional Fees and Rent Guarantee

Master Certificate Number LES/1007/1487

keyfacts®

Landlords Professional Fees & Rent Guarantee Policy Summary:

Some important facts about the Professional Fees 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

This insurance is administered by Legal Insurance Management Ltd, arranged by Kindertons Holdings Limited & underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Legal Insurance Management Ltd, Kindertons Holdings Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

Name Of Coverholder

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.

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 limit of indemnity provided will be shown on the policy schedule issued.

Limit Of Indemnity

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.	
TAX, VAT, PAYE, & NIC Investigations	Comprehensive enquiries or in depth investigations of your tax affairs, including Aspect enquiries above £100.00, VAT Disputes, PAYE Disputes and NIC Disputes.	Any dispute arising within the first 60 days of the first period of insurance.
Rent Arrears Indemnity	Rent Arrears owed by the Tenant up to a maximum of £2,500 per month or the amount detailed within the Tenancy Agreement which ever is the less subject to a maximum indemnity period of 6 months. Rent Arrears owed by the Tenant. Cover is subject to: 1. a full month's Rent being in arrears after deduction of the Excess. 2. the Rent Arrears Indemnity only being payable during the period of the Tenancy Agreement or until vacant possession has been gained, whichever happens sooner. 3. the claim being made during the Period of Insurance. 4. Rent Arrears Indemnity being paid at the rate of 1/30th for each continuous day in arrears.	Where the Insured should reasonably have realised when purchasing this insurance that a claim under this insurance might occur. The Insured Person and their agent must act promptly to gain vacant possession of the Insured Property and recover Rent Arrears. Section Excess is the equivalent one month's rent.
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.
Employment Disputes	Defence of a contract of employment dispute with an employee.	Any dispute arising within the first 90 days of the first period of insurance (unless you had equivalent cover immediately prior to inception of this insurance) extended to 180 days where this involves redundancy or existing disciplinary issues. Where you have failed to contact the legal advice line and followed their advice prior to taking action against an employee including changing terms and conditions of their employment. Where any grievance dismissal or appeal being the subject of the dispute was not carried out in accordance with good HR practice and current employment legislation.
Property Protection	The pursuit of civil claims against your Tenant(s) who is responsible for damage to your property.	Any dispute arising within the first 90 days of the first period of insurance (unless you had equivalent cover immediately prior to inception of this insurance). Any dispute with local or government authorities.
Contract Dispute	Costs in relation to a dispute with a customer or supplier in respect of a contract for the sale, hire, supply or purchase of goods and services.	The first 10% of Professional Fees incurred. Where the amount in dispute is less than £250. Any dispute over the lease, licence or tenancy of land or buildings. Any dispute between the Insured Person and a letting agent.

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 Prospects of Success 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 reasonable 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 and rent guarantee insurance with another insurer in respect of the same Tenancy Agreement and the same Tenant and there had been no claims reported under that insurance.
 - 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.
 - The defence of dilapidation claims that fall within Small Claims limits.
 - 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 bought against you by the Tenant.
 - Disputes where the Tenant is not aged 18 years or over.

Duration Of The Contract

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

Cancellation:

If you decide that for any reason, this Policy does not meet your insurance needs then please return it to Your agent within 14 days from the day of purchase or the day on which You receive Your policy documentation, whichever is the later. On the condition that no claims have been made or are pending, we will then refund your premium in full.

Thereafter you may cancel the insurance cover at any time by informing Your agent however no refund of premium will be payable.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to you at your last known address. Valid reasons may include but are not limited to:

- a) Where we reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) You have not taken reasonable care to provide complete and accurate answers to the questions we ask.

Where our investigations provide evidence of fraud or a serious non-disclosure, we may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when you provided us with incomplete or inaccurate information, which may result in your policy being cancelled from the date you originally took it out.

If we cancel the policy and/or any additional covers you will receive a refund of any premiums you have paid for the cancelled cover, less a proportionate deduction for the time we have provided cover, unless the reason for cancellation is fraud and/or we are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

Claims Address

The person insured by the policy should report immediately (and in accordance with the policy terms and conditions during the period of insurance and 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
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 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 £2million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

T: 0300 123 9123
E: complaint.info@financial-ombudsman.org.uk
W: 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

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their 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.