

INTRODUCTION:

This Landlords Legal expenses insurance policy has been arranged by Lexelle Limited, with UK General Insurance Ltd on behalf of Great Lakes Reinsurance (UK) SE, Registered in England No.SE000083. Registered Office: Plantation Place, 30 Fenchurch, London, EC3M 3AJ

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TYPE OF INSURANCE:

The policy is designed for Residential Landlords that wish to cover themselves for the cost of Legal Fees in the event of a breach of tenancy agreement. The policy will cover the cost of professional fees charged by a claims handler, or solicitor following a specific occurrence, provided that occurrence is detailed within the policy wording and is not specifically excluded within the policy schedule issued.

TENANT REFERENCING - IMPORTANT POLICY CONDITIONS

For this policy to be valid all Let Properties have to be FULLY referenced by a Licensed Tenant Reference Company and a formal Tenancy Agreement must be in place prior to your tenants vacating the Let Property or Let Properties :-

The following Tenants Checklist details the conditions that must be valid from the START of the Tenancy Agreement (Valid Types of Tenancy Agreement are listed in the main Policy Terms & Conditions (See "Policy Definitions - Tenancy Agreement")

Tenancy Checklist :-

- Copies of 2 forms of identification, including one which contains a photograph
- A recent Utility Bill or Bank Statement
- Recent Credit Check within 45 days of the Tenancy Agreement and within 12 months prior to the commencement of the policy
- The Credit Check must be clear of CCJ's (last 3 years and none outstanding), show no previous bankruptcies and demonstrates the tenant or guarantor's ability to meet their rent commitments.
- Satisfactory reference from the tenant's employer and a past landlord's reference or from another referee if either unavailable

Please note: If any doubts as to the integrity or financial standing of the tenant are expressed in any tenant reference or there is a lack of response to any enquiry, you must obtain our approval prior to commencement of the letting. On the making of any claim you should be in a position to forward not only copies of the notices to us but also copies of the letters requesting the same. You shall not allow any tenant into occupation until the first month's rent and the dilapidations deposit payment have been cleared in the managing agent's bank account (or alternatively cash has been received)

WHAT IS COVERED

1. PURSUIT

We will negotiate your legal rights :

- After an incident of physical damage to your property
- In trying to get possession of your property that you have let under a Tenancy Agreement.
Note:- you must be trying to regain possession under the relevant Housing Act or Housing (Scotland) Act.
- To evict anyone (including squatters) in your property who has not got your permission to be there
- To recover any rent your tenant owes for your property

POLICY LIMITS - £ 50,000

EXCESS - Nil

2. DEFENCE

We will Defend your legal rights if an incident arising from your letting your property leads to you being prosecuted in a criminal court

POLICY LIMITS - £ 50,000

EXCESS - Nil

3. HOTEL EXPENSES

We will pay up to £50 per day up to the limit of cover for hotel expenses, where no alternative accommodation is available, whilst you try to get a possession order for your property so that you can live in it

POLICY LIMITS - £ 1,500

EXCESS - Nil

SIGNIFICANT AND UNUSUAL EXCLUSIONS, CONDITIONS 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.

- Any claim reported to us (a) after the period of insurance expires.
- Any claim arising from an event that starts outside of the policy period of insurance
- Any claim where any disagreement with your tenant is within the first 90 days of the start of the policy period and the Tenancy Agreement started before the start of the policy period.
- Any claim where your delay in reporting an event has prejudiced the Insurer's position.
- Any claim concerning or arising from :-
 - (a) building, rebuilding, converting or extending all or part of a building
 - (b) town and country planning laws and regulations
 - (c) subsidence land heave, landslip, mining or quarrying
 - (d) an alleged dishonest or malicious act by you
 - (e) a dispute between you and us and/or the Insurer about this Legal Expenses Policy and
 - (f) any application for judicial review
- Any claim relating to any works by or under the order of any government, public or local authority
- Any claim directly or indirectly caused by or contributed to or arising from:
 - a. ionising radiations or contamination by radioactivity from any radiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof;
 - c. terrorism, war, invasion, acts of foreign enemies, hostilities whether war is declared or not, civil war, rebellion, revolution insurrection, military or usurped power, confiscation, nationalism or requisition or destruction or damage to property by or under the order of any government or public or legal authority;
 - d. notwithstanding any provision to the contrary within this re-insurance agreement or endorsement thereto, it is understood that, this policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of **electronic data** from any cause whatsoever (including but not limited to **computer virus**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- You must obtain or have obtained and be able to produce an up to date satisfactory tenant reference prior to the granting of the tenancy. See **TENANT REFERENCE REQUIREMENTS** on page one.
- You must ensure that you comply with the requirements of any statutory rent deposit scheme
- You must ensure that all pre-agent notices and pre-proceeding notices are served personally, with the person serving the notice, if possible, retaining a copy of the notice duly signed and dated by way of receipt by the recipient(s) of the notice.
- 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.
- The jurisdiction and territorial limits of the policy is The United Kingdom

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:

If you decide that for any reason, this policy does not meet your insurance needs then please return it to the Broker that sold you the policy 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 you will be entitled to a full refund of premium.

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

The **Insurer** 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) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

Provided the premium has been paid in full you will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

MAKING A CLAIM:

You must notify us as soon as you become aware of any event which may give rise to a claim under this policy.

If you become aware of any event that may result in a claim, please telephone us on Tel: **0114 220 1794** as soon as possible to tell us about it, quoting the Master Certificate Number shown at the top of page 1 of this document.

HOW TO MAKE A COMPLAINT:

It is the intention to give you the best possible service but if you do have any questions, concerns or complaint about the handling of this insurance or the handling of a Claim you should contact the Claims Manager at Lexelle Ltd. The contact details are: Claims Manager, Lexelle Ltd, P.O. Box 4428, Sheffield, S9 9DD. Tel 0114 249 3300 Fax 0114 249 3323.

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 €2million and fewer than ten staff. You may contact the Financial Ombudsman Service at: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, Docklands, London, E14 9SR. Tel 0845 080 1800.

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

DATA PROTECTION ACT 1998

Please note that any information provided to us will be processed by us and our agents in compliance with the provisions 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. We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area

COMPENSATION SCHEME:

In the event that Great Lakes Reinsurance (UK) SE is unable to meet its liabilities you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). Further information can be found in your policy under the "Compensation Scheme"

GOVERNING LAW

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom (meaning England, Scotland, Northern Ireland and Wales) in which your main residence is situated.