

Landlord Legal and Rent Protection Insurance Insurance Product Information Document

Company: Legal Protection Group Limited

Product: Landlord Legal and Rent Protection



This insurance is:

Arranged and managed by Legal Protection Group Limited, registered in England and Wales number 10096688.

An appointed representative of Eldon Insurance Services Limited, who are authorised and regulated by the Financial Conduct Authority (FCA No. 477112)

Underwritten by International Insurance Company of Hannover SE, registered in Germany number HRB 211924.

Authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht and authorised and subject to limited regulation by the Financial Conduct Authority (FCA No. 659331).

This document is a summary of cover highlighting the main features and benefits as well as the general conditions and exclusions of this policy. Full terms and conditions can be found in the policy wording. You will also receive a certificate of insurance showing the specific details of your policy and the cover(s) you have selected. Please take some time to read the policy documents when you receive them. It is important that you tell us as soon as possible if any of the information is incorrect. Please note, all amounts shown below include any applicable tax.

What is this type of insurance?

Landlord Legal and Rent Protection is a legal expenses insurance contract which provides insured legal advice and representation in addition to rent indemnity in disputes relating to a residential property let:

- under an assured shorthold tenancy, a short assured tenancy or an assured tenancy as defined by the Housing Act 1988 (updated and amended by the Housing Act 1996);
- under the Housing (Scotland) Act 1988 or private residential tenancies defined in the Private Housing (Tenancies) (Scotland) Act 2016;
- under the Private Tenancies (Northern Ireland) Order 2006;
- to a limited company or business partnership for residential use by their employees;
- where you permanently live at the property.



What is insured?

The insurer will pay legal costs and expenses up to £50,000 for:



What is not insured?

There is no cover:

Repossession

- ✓ Obtaining vacant possession of your property from the tenant.

- ✗ For the first £150 of each claim under this section (if you hold **Rent Protection - Standard Cover**)
- ✗ If you do not allow us to issue the tenant with notice to quit your property:
 - Arrears exceeding two months' rent must be reported to us within 7 days of the second months' rent becoming overdue. We will issue the tenant with a Section 8 Notice.
 - If fewer than two months' rent remains overdue, we will issue a Section 21 notice to quit on expiry of the tenancy agreement
- ✗ Where your property is subject to a licensing scheme and a current valid licence has not been issued or you have not complied with its terms and conditions.

Rent Protection Options

Please note two levels of Rent Protection cover are available: **Rent Protection – Standard Cover** or **Rent Protection - Plus Cover**.

Please check your certificate of insurance to confirm which of these two covers you have selected. All other insured incidents apply to both levels of cover.



What is insured?

Where the tenant referencing and property management criteria (as shown in your policy wording) have been met, the insurer will pay up to £50,000 for:



What is not insured?

There is no cover:

Rent Protection – Standard Cover

- ✓ Unpaid rent due to you under the tenancy agreement.

- ✗ For the first month's rent.
- ✗ Where less than either £500 or one month's rent is overdue (whichever is greater).
- ✗ For more than 6 months' rent.
- ✗ For any shortfall between housing benefit paid to the tenant and the rent.
- ✗ For rent which can be recovered from housing benefit and/or the deposit.
- ✗ For rent which falls due after vacant possession has been gained or your policy expires.
- ✗ Where satisfactory references and affordability checks have not been obtained for each tenant and any guarantors.
- ✗ If you do not allow us to issue the tenant with notice to quit your property:
 - Arrears exceeding two months' rent must be reported to us within 7 days of the second months' rent becoming overdue. We will issue the tenant with a Section 8 Notice.
 - If fewer than two months' rent remains overdue, we will issue a Section 21 notice to quit on expiry of the tenancy agreement
 - If the tenant does not vacate and repay rent arrears, our appointed legal representatives will pursue vacant possession and recovery.

Rent Protection – Plus Cover

- ✓ Unpaid rent due to you under the tenancy agreement;
- ✓ 50% of the monthly rent for up to 2 months if your property cannot be immediately re-let due to damage caused by your tenant.

- ✗ For more than 12 months' rent.
- ✗ For any shortfall between housing benefit paid to the tenant and the rent.
- ✗ For rent which can be recovered from housing benefit and/or the deposit.
- ✗ For rent which falls due after vacant possession has been gained or your policy expires.
- ✗ Where satisfactory references and affordability checks have not been obtained for each tenant and any guarantors.
- ✗ If you do not allow us to issue the tenant with notice to quit your property:
 - Arrears exceeding two months' rent must be reported to us within 7 days of the second months' rent becoming overdue. We will issue the tenant with a Section 8 Notice.
 - If fewer than two months' rent remains overdue, we will issue a Section 21 notice to quit on expiry of the tenancy agreement
 - If the tenant does not vacate and repay rent arrears, our appointed legal representatives will pursue vacant possession and recovery.



What is insured?

The insurer will pay legal costs and expenses up to £50,000 for:



What is not insured?

There is no cover:

Rent Recovery

- ✓ Pursuing rent owed to you under a tenancy agreement

- ✗ Where you have not made reasonable efforts to recover rent and exhausted your normal credit control procedures.

The following additional exclusions apply if insured **Rent Protection – Standard Cover** is operative:

- ✗ Where less than either £500 or one month's rent is overdue (whichever is greater); and
- ✗ The first £150 of each claim made under this section.

Damage to Your Property

- ✓ Pursuing your legal rights against the tenant or another party who has caused damage to your property or its contents.

- Where the claim is against the tenant and:
- ✗ the amount in dispute is less than either the deposit or one month's rent (whichever is greater);
 - ✗ a detailed inventory has not been agreed and signed by the tenant.
 - ✗ For a dispute with anyone other than the tenant over less than £250.
 - ✗ For the first £150 of each claim under this section (if you hold **Rent Protection - Standard Cover**)

Nuisance and Trespass

- ✓ A dispute relating to a legal nuisance or trespass which interferes with the use, enjoyment or right over your property.
- ✓ Evicting anyone who is not your tenant from your property.

- ✗ For the first £150 of each claim under this section (if you hold **Rent Protection - Standard Cover**)

For disputes about:

- ✗ compulsory purchase orders, repossession or planning permissions, building regulations or controls.
- ✗ government, public or local authority works (other than where these damage your property).

Defence of Criminal Prosecutions

- ✓ Defending your legal rights if an event arising from letting your property leads to you being prosecuted in a criminal court.

- ✗ For the first £150 of each claim under this section (if you hold **Rent Protection - Standard Cover**)
- ✗ For fines, compensation, damages or penalties awarded against you including any costs you are ordered to pay by a criminal court.

Personal Legal Advice Helpline

- ✓ Confidential telephone legal advice on personal legal matters under UK, Isle of Man or Channel Islands law.

- ✗ Helplines are available 24-hours a day but in some cases we may need to call you back.

Counselling Helpline

- ✓ Confidential telephone counselling on matters causing distress.

- ✗ Any costs incurred in using onward referral services.



Are there any restrictions on cover?

There is no cover under this policy for any:

- ! circumstances which you were aware of before the start date of this insurance;
- ! costs incurred before we have accepted your claim or which we have not authorised in advance;
- ! disputes with the tenant which arise in the first 60 days of the first period of insurance, if the tenancy commenced more than 30 days before this insurance started (unless you held continuous equivalent cover).
- ! All claims must be reported to us as soon as possible while your policy is in force or within 14 days of its expiry.
- ! Any claim relating to unpaid rent must be reported to us within 45 days of the rent becoming due and payable.
- ! Cover is limited to two claims and cover under this insurance ceases automatically after two claims in any one period of insurance.
- ! There must always be more than a 50% chance that any claim will have a successful outcome.
- ! We will always select the legal representative to assist with your claim. If proceedings are issued or if there is conflict of interest, you may choose your own legal representative providing they agree to our standard terms of appointment, including charging rates.



Where am I covered?

- ✓ The United Kingdom of Great Britain and Northern Ireland and the Isle of Man.



What are my obligations?

You must:

- keep to the terms and conditions of the policy;
- take reasonable precautions to minimise claims and unnecessary costs;
- supply LPG and your legal representative with honest and accurate information when asked to do so;
- co-operate fully with LPG and your legal representative;
- notify LPG of any claim as soon as reasonably possible.



When and how do I pay?

The premium for this policy is payable to your broker before the intended start date (unless paid by monthly instalments). Your broker will confirm the total amount payable, payment dates and any available payment options.



When does the cover start and end?

Unless otherwise agreed, your cover will last for one year, starting from the date specified in your certificate of insurance.



How do I cancel the contract?

You can cancel this policy by notifying your broker within 14 days of either the start date or the date you receive your policy documents, whichever is later. Providing no claims have been made during the current period of insurance, the premium will be refunded in full.

You can cancel at any other time by giving your broker 7 days' notice. Providing no claims have been made during the current period of insurance, you will receive a pro-rata refund for the remaining time on cover and your broker may apply additional charges.