



homeprotect

POLICY BOOKLET

Legal Expenses for Landlords

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WELCOME

This booklet explains the ins and outs of our **Legal Expenses for Landlords cover**.

Legal Expenses for Landlords is the upgraded version of the Basic Legal Expenses you get as standard with a Homeprotect policy and includes the following benefits:

- ✓ Legal advice and tax advice helplines (available 24/7)
- ✓ DAS Businesslaw (a range of how-to business and legal tools, guides, document templates and interactive checklists to help you manage your let property)
- ✓ Legal costs and expenses incurred due to the following insured incidents:
 - Repossession (if you are trying to get possession of your let property)
 - Property damage (if somebody damages your let property)
 - Eviction of squatters
 - Rent recovery (if your tenant's rent is overdue by at least a month)
 - Legal defence (if you are prosecuted in criminal court as a result of letting your property)
 - Tax protection (if HMRC undertake a full enquiry into your personal tax affairs)
 - Contract disputes (in relation to buying or hiring any goods or services for your let property)

In addition, if you have purchased the Rent Guarantee option:

- ✓ 100% of your rent arrears – for a limited period - while your tenant or ex-tenant still occupies your property
- ✓ 50% of your rent arrears – for a limited period - while your property is vacant (following repossession) if you need to repair it before it can be re-let

We have chosen DAS to provide our legal expenses cover. DAS have a tremendous pedigree and we have every confidence that they will provide you with a first class service.

We hope you find it clear and simple to read. But if you have any questions, you can call us on 0330 660 1000 (9am-8pm weekdays, 9am-1pm Saturdays).

Mark Eastham

CEO – Homeprotect

ABOUT THIS POLICY BOOKLET


Definitions

Certain words in this booklet have a specific meaning. So we've capitalised and italicised them to keep things clear and simple. You can check the [Definitions section](#) of this document for their exact meaning.

There are a few exceptions to this rule of capitalised and italicised definitions, given how frequently they are used throughout this booklet:

1. Where we refer to 'we', 'us' or 'our' we mean Homeprotect (a trading name of Avantia Insurance Limited).
2. Where we refer to 'insurer(s)', 'they', 'their', 'DAS' we mean DAS Legal Expenses Insurance Company Limited.
3. Where we refer to 'you', 'your', 'insured' we mean the person, business or property owner who has taken out this *Policy*.

We sometimes highlight a definition in a text box where it's helpful...

 ***Policy*** The Legal Expenses for Landlords *Policy* comprises this booklet, the *Statement of Fact* and the *Schedule*, which should be read together.

HOW TO READ THE POLICY BOOKLET

The terms and conditions of your *Policy* are shown like this:

COVERED	NOT COVERED
✓ The left side explains in detail what you're covered for in each section of the <i>Policy</i> Booklet.	✗ The right side explains the circumstances where the left side cover is restricted or excluded.

PRINTING THIS BOOKLET

We've designed this *Policy* Booklet for reading on a screen. But you can also print it out if you prefer. Bear in mind that it's a long document, so you may want to print in black and white or print certain sections only.

DEFINITIONS APPLICABLE TO THE POLICY

This booklet contains words that are capitalised and italicised. We've explained their exact meaning below.

Appointed Representative

The *Preferred Law Firm*, law firm, tax consultancy, accountant or other suitably qualified person DAS will appoint to act on your behalf.

Costs and Expenses

- All reasonable, proportionate and necessary costs chargeable by the *Appointed Representative* and agreed by DAS in accordance with the *DAS Standard Terms of Appointment*.
- The costs incurred by opponents in civil cases if you have been ordered to pay them, or you pay them with DAS' agreement

Countries Covered

- For insured incident Rent Guarantee: The United Kingdom of Great Britain and Northern Ireland
- For all other insured incidents: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

DAS Standard Terms of Appointment

The terms and conditions (including the amount DAS will pay to an *Appointed Representative*) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting on your behalf the amount DAS will pay is currently £100 per hour. This amount may vary from time to time.

Date of Occurrence

- For civil cases (except under insured incidents Rent Guarantee and Tax Protection), the date of the event that 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. (This is the date the event happened, which may be before the date you first became aware of it.)

- For criminal cases, the date you began, or are alleged to have begun, to break the criminal law in question.
- For insured incident Tax Protection, the date HM Revenue & Customs first notifies you of its intention to carry out an enquiry.
- For insured incident Rent Guarantee: the first date that any of the rent due under the terms of the *Tenancy* (or any other amount agreed between you and your tenant) is not paid, unless this event and any other event leading to a claim have arisen from the same originating cause, in which case the *Date of Occurrence* will be the first of these events.

Hotel Expenses

Up to £150 per day to cover the cost of your accommodation for a maximum of 30 days while you are seeking possession of the *Property*.

Period of Insurance

The length of time for which this insurance is in force, as shown in the *Schedule* and for which you have paid and we have accepted a premium unless cancelled by you or us in accordance with our cooling off or cancellation conditions.

Please note: If you purchase this *Policy* after the start date of the Homeprotect home insurance policy, the first *Period of Insurance* will start at the date of purchase of this *Policy* and it will end when the Homeprotect home insurance policy ends, as shown on your *Schedule*.

Policy

The Legal Expenses for Landlords *Policy* comprises this booklet, the *Statement of Fact* and the *Schedule*, which should be read together.

Preferred Law Firm

A law firm, barrister or tax expert DAS choose to provide legal or other services. These legal specialists are chosen as they have the proven expertise to deal with your claim and must comply with DAS' agreed service standard levels, which they audit regularly. The *Preferred Law Firm* is appointed according to the *DAS Standard Terms of Appointment*.

Property

The private dwelling including outbuildings shown in the *Schedule* used for domestic use only and let under a *Tenancy*, unless noted in the *Statement of Fact* that the *Property* is used for other purposes.

Reasonable Prospects

- For civil cases, the prospects that you will recover losses or damages (or obtain any other legal remedy that DAS have agreed to, including an enforcement of judgement), or make a successful defence, must be at least 51%. A *Preferred Law Firm* or tax consultancy on their behalf, will assess whether there are *Reasonable Prospects*.
- For criminal cases there is no requirement for there to be prospects of a successful outcome.
- For all civil and criminal appeals, the prospects of a successful outcome must be at least 51%.

Rent arrears

Unpaid rent that:

- Is owed to you under a *Tenancy*
- Would have been owed to you but for the breach of a *Tenancy* to let the *Property* where DAS have accepted your claim under insured incident Repossession.

Storage Costs

£10 per day to store your personal possessions for a maximum of four weeks after the termination of your *Tenancy* while you are unable to reoccupy the *Property*.

Schedule

The *Schedule* is part of this *Policy* and contains details of what level of legal expenses cover you have chosen.

Statement of Fact

A record of the information you provided us when applying for this insurance, and which will have been provided to you by us as evidence of the basis on which your application has been accepted and this *Policy* issued.

Tenancy

- An assured shorthold tenancy or assured tenancy under the Housing Act 1988; or
- A standard contract under the Renting Homes (Wales) Act 2016; or
- An assured tenancy or short assured tenancy under the Housing (Scotland) Act 1988; or
- A private residential tenancy under the Private Housing (Tenancies)(Scotland) Act 2016; or
- A Company Residential tenancy (company let) created after 28th February 1997 where the tenant is a Private Limited Company (Ltd), a Public Limited Company (Plc) or a Limited Liability Partnership (LLP); or
- A private residential tenancy to which the Private Tenancies (Northern Ireland) Order 2006 applies; or
- An agreement where you have let a room or rooms in the *Property* to a lodger for residential purposes and you live in the *Property* as the landlord along with the person you have let the room or rooms to; or
- Any equivalent or future amending legislation applying to this definition.

Unoccupied

Not lived in by you, your family, your tenant or any other person with your permission for more than 30 consecutive days unless noted in the *Statement of Fact*.

LEGAL EXPENSES FOR LANDLORDS

HELPLINE SERVICES

You can contact DAS' UK-based call centre 24 hours a day, seven days a week, during the *Period of Insurance*. However, DAS may need to call you back depending on your enquiry. To help them check and improve their service standards, DAS may record all calls. When phoning, please tell DAS your *Policy* number and quote "Homeprotect"

LEGAL ADVICE HELPLINE

DAS provide confidential advice over the phone on any personal legal issue, under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, Channel Islands, Switzerland and Norway.

If you wish to speak to DAS' legal teams about a legal problem, please phone DAS on **0117 934 2138**.

Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am – 5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.

TAX ADVICE HELPLINE

DAS offer confidential advice over the phone on personal tax matters in the UK.

If you wish to speak to DAS' tax advisers, please phone DAS on **0117 934 2138**.

Tax advice is provided by tax advisers 9am – 5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.

DAS cannot accept responsibility if the helpline services are unavailable for reasons they cannot control.

DAS BUSINESS LAW

WHAT IS DAS BUSINESSLAW?

DAS Businesslaw contains a range of how-to business and legal step-by-step tools, guides, document templates, interactive checklists and infographics to help your property let business. Developed by solicitors and tailored by you using DAS' smart document builders you can create ready-to-sign contracts, agreements and letters in minutes.

HOW DO I GET STARTED?

1. visit <https://www.dasbusinesslaw.co.uk>
2. enter DASBRES100 into the 'voucher code' text box and press 'Validate Voucher'
3. fill out your name and email address, create a password, and specify what type of business you have
4. validate your email address by pressing the link in the confirmation email that you receive

WHAT'S COVERED – LEGAL EXPENSES

DAS agree to provide the insurance described in this *Policy* for you, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this *Policy*, provided that:

- *Reasonable Prospects* exist for the duration of the claim
- The *Date of Occurrence* of the insured incident is during the *Period of Insurance*
- Any legal proceedings, or any other proceeding to resolve the insured incident will be dealt with by a court, or other body which DAS agree to, within the *Countries Covered*; and
- The insured incident happens within the *Countries Covered*.



Countries Covered

- For insured incident Rent Guarantee: The United Kingdom of Great Britain and Northern Ireland
- For all other insured incidents: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

COVERED

DAS will pay an *Appointed Representative*, on your behalf, *Costs and Expenses* incurred, and DAS will pay your *Hotel Expenses, Storage Costs* and any *Rent Arrears* that DAS have agreed (only included in your *Policy* if your *Schedule* shows that Rent Guarantee has been selected), following an insured incident, provided that:

- ✓ The most DAS 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.
- ✓ The most DAS will pay in *Costs and Expenses* is no more than the amount DAS would have paid to a *Preferred Law Firm* or tax consultancy. The amount DAS will pay a law firm (where acting on your behalf) is currently £100 per hour. This amount may vary from time to time.
- ✓ In respect of an appeal or the defence of an appeal, you must tell DAS as soon as possible and within the statutory time limits allowed that you want to appeal. Before DAS pay the *Costs and Expenses* for appeals, they must agree that *Reasonable Prospects* exist.


NOT COVERED

- ✓ In the event of a claim, if you decide not to use the services of a *Preferred Law Firm* or tax consultancy, you will be responsible for any costs that fall outside the *DAS Standard Terms of Appointment* and these will not be paid by DAS.
- ✓ If you are registered for VAT DAS will not pay the VAT element of any *Costs and Expenses*.

- ✓ For an enforcement of judgement to recover money and interest due to you after a successful claim under this *Policy*, DAS must agree that *Reasonable Prospects* exist; and
- ✓ Where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most DAS will pay in *Costs and Expenses* is the value of the likely award.
- ✓ *Rent Arrears* are payable by DAS 30 days in arrears as shown under insured incident Rent Guarantee (only included in your *Policy* if your *Schedule* shows that Rent Guarantee has been selected)


Costs and Expenses


- All reasonable, proportionate and necessary costs chargeable by the *Appointed Representative* and agreed by DAS in accordance with the *DAS Standard Terms of Appointment*.
- The costs incurred by opponents in civil cases if you have been ordered to pay them, or you pay them with DAS' agreement.

 ***Appointed Representative***. The *Preferred Law Firm*, law firm, tax consultancy, accountant or other suitably qualified person DAS will appoint to act on your behalf.

Reasonable Prospects

- For civil cases, the prospects that you will recover losses or damages (or obtain any other legal remedy that DAS have agreed to, including an enforcement of judgement), or make a successful defence, must be at least 51%. A *Preferred Law Firm* or tax consultancy on their behalf, will assess whether there are *Reasonable Prospects*.
- For criminal cases there is no requirement for there to be prospects of a successful outcome.
- For all civil and criminal appeals, the prospects of a successful outcome must be at least 51%.

 **Hotel Expenses** Up to £150 per day to cover the cost of your accommodation for a maximum of 30 days while you are seeking possession of the *Property*.

 **Storage Costs** £10 per day to store your personal possessions for a maximum of four weeks after the termination of the *Tenancy* while you are unable to reoccupy the *Property*.

INSURED INCIDENTS

<i>Repossession</i>	
COVERED	NOT COVERED
<ul style="list-style-type: none"> ✓ <i>Costs and Expenses</i> to obtain possession of the <i>Property</i>. 	

⚠ REPOSSESSION – IMPORTANT CONDITIONS

- You must give the tenant the correct notices telling them that you want possession of the *Property*.
- All posted pre-agent notices and pre-proceeding notices must be sent by recorded delivery post.

<i>Property damage</i>	
COVERED	NOT COVERED
<ul style="list-style-type: none"> ✓ <i>Costs and Expenses</i> for pursuing a civil dispute relating to the <i>Property</i> following any event which causes physical damage to such property. 	

⚠ PROPERTY DAMAGE – IMPORTANT CONDITIONS

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

*Eviction of squatters***COVERED**

- ✓ *Costs and Expenses* to evict anyone who is not your tenant or ex-tenant from the *Property* and who has not got your permission to be there.

NOT COVERED**⚠ EVICTION OF SQUATTERS – IMPORTANT CONDITIONS**

- In England, Wales and Scotland squatting in residential properties is a criminal offence and therefore please contact the police in the first instance.

*Rent recovery***COVERED**

- ✓ *Costs and Expenses* to recover rent owed by your tenant for the *Property* if it has been overdue for at least one calendar month.

NOT COVERED**⚠ RENT RECOVERY – IMPORTANT CONDITIONS**

- If you accept payment (or part payment) of *Rent Arrears* from the tenant of the *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 *Policy*.
- Where the tenant is a limited company, you must first seek advice from the *Appointed Representative* before accepting payment of *Rent Arrears*.

Legal defence

COVERED

NOT COVERED

Costs and Expenses to:

- ✓ Defend your legal rights if an event arising from letting the *Property* leads to you being prosecuted in a criminal court.
- ✓ Defend an appeal against your decision not to adapt the *Property* under disability discrimination legislation.

Tax protection

COVERED

NOT COVERED

- | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> ✓ <i>Costs and Expenses</i> for a comprehensive examination by HM Revenue & Customs that considers all areas of your self-assessment tax return, but not enquiries limited to one or more specific area. | <ul style="list-style-type: none"> ✗ Your business activities other than letting the <i>Property</i> ✗ Any investigation or enquiries by, with or on behalf of HM Revenue & Customs into alleged dishonesty or alleged criminal offences. |
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⚠ TAX PROTECTION – IMPORTANT CONDITIONS

- You must have taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed.

Contract disputes

COVERED

- ✓ *Costs and Expenses* for a dispute with a party you have a direct contractual relationship with 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 the *Property*.

NOT COVERED

- ✗ A dispute relating to an insurance policy, other than where your insurer, excluding Homeprotect, refuses your claim.
- ✗ A loan, mortgage, pension, investment or borrowing.
- ✗ The purchase of the *Property*.
- ✗ Disputes relating to the *Tenancy*.

⚠ CONTRACT DISPUTES – IMPORTANT CONDITIONS

- You must have entered into the agreement or alleged agreement during the *Period of Insurance*,
- The amount in dispute must be more than £100 (including VAT)

RENT GUARANTEE

Rent Guarantee is only included in your *Policy* if your *Schedule* shows that it has been selected, a premium has been paid and the *Property* is located in the *Countries Covered*.

Countries Covered

- For insured incident Rent Guarantee: The United Kingdom of Great Britain and Northern Ireland
- For all other insured incidents: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

Rent Guarantee

COVERED

DAS will:

- ✓ Pay your *Rent Arrears* while your tenant or ex-tenant still occupies the *Property* up to a maximum of 12 months for any one claim, or the maximum number of monthly payments covered under your *Policy*, whichever is lower.
- ✓ If after vacant possession the *Property* needs damage repaired to enable you to re-let it, DAS will pay 50% of your *Rent Arrears* for a maximum of three months or until the *Property* is re-let, whichever happens first.

NOT COVERED

- ✗ Any claim for *Rent Arrears* which accrue during a period where any legislation, government or court guidance, court systems or court rules result in:
 - any or part of the possession proceedings relating to the *Property* being halted or delayed
 - any court action for possession of the *Property* is prevented from being started
- ✗ Any *Rent Arrears* or any rent deferred prior to the start of this *Policy*, and any reduction in rent agreed at any time.
- ✗ *Rent Arrears* once the *Property* is re-let.

RENT GUARANTEE – IMPORTANT CONDITIONS

You must have:

- Obtained a satisfactory reference for each tenant and each guarantor from a referencing service before the *Tenancy* started, which must include:
 - written references from a previous managing agent or landlord;
 - an employer (or any other financial source)
 - a credit-history check (including the Enforcement of Judgments Office, County Court Judgments and bankruptcy)
- A detailed inventory of the contents and condition of the *Property* (with supporting photographs) which the tenant has signed
- Kept clear and up to date rental records

And provided that DAS have accepted your claim under insured incident Repossession. DAS will pay *Rent Arrears* only if it is always more likely than not that your claim for repossession of the *Property* will succeed.

In addition, if you receive payment or part payment of *Rent Arrears* from the tenant at any time following the notification of a claim, DAS must be notified. Any part payments received must be applied against the earliest *Rent Arrears*. If DAS have already made a payment in respect of *Rent Arrears* you must repay the sum received to DAS immediately.

ADDITIONAL EXCLUSIONS

DAS will not pay for:

- × **Late reported claims**

Any claim reported to DAS more than 90 days after the date you should have known about the insured incident.

- × **Cost DAS have not agreed**

Any *Costs and Expenses, Hotel Expenses or Storage Costs or Rent Arrears* that are incurred before DAS' expressed acceptance.

- × **Claims in first 90 days where the tenancy agreement pre-dates policy**

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* started before the start of this *Policy*, unless equivalent legal expenses policy was in force prior to you insuring with *Us/DAS* and cover had been maintained continuously between that previous policy ending and this *Policy* starting.

- × **Rent reviews and controls**

Any claim relating to registering rents, reviewing rents, rent control, buying the freehold of the *Property* or any matter that relates to rent tribunals, rates tribunals, land tribunals, rent assessment committees and rent officers.

- × **Other types of property claims**

Any claim relating to someone legally taking the *Property* from you, whether you are offered money or not, or restrictions or controls placed on the *Property* by any government or public or local authority unless the claim is for accidental physical damage caused by any of the above.

- × **Court awards and fines**

Fines, penalties, compensation or damages which you are ordered to pay by a court or other authority.

- × **Legal action DAS have not agreed**

Any legal action you take that *DAS* or the *Appointed Representative* have not agreed to, or where you do anything that hinders *DAS* or the *Appointed Representative*.

× **Subsidence, mining or quarrying**

Any claim relating to subsidence, mining or quarrying

× **A dispute with DAS or Homeprotect**

Any claim under this *Policy* for a dispute with DAS or Homeprotect. For disagreements with DAS about the handling of a claim refer to *Policy* condition [Arbitration](#).

× **Judicial review**

Costs and Expenses arising from or relating to judicial review.

× **Nuclear, war and terrorism risks**

A claim caused by, contributed 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, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000
- Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

× **Bankruptcy**

Any claim where either at the start of, or during the course of a claim:

- You are declared bankrupt
- You have filed a bankruptcy petition
- You have filed a winding-up petition
- You have made an arrangement with your creditors
- You have entered into a deed of arrangement
- You are in liquidation
- Part or all of your affairs or property are in the care or control of a receiver or administrator.

× **Litigant in person**

Any claim where you are not represented by a law firm, barrister or tax expert.

ADDITIONAL CONDITIONS

YOUR LEGAL REPRESENTATION

- On receiving a claim, if representation is necessary, DAS will appoint a *Preferred Law Firm* or tax consultancy as your *Appointed Representative* to deal with your claim. They will try to settle your claim by negotiation without having to go to court.
- If the appointed *Preferred Law Firm* or tax consultancy cannot negotiate settlement of your claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then you may, if you prefer, choose a law firm or tax consultancy of your own choice to act as the *Appointed Representative*. DAS will choose the *Appointed Representative* to represent you in any proceedings where DAS are liable to pay *Rent Arrears*.
- If you choose a law firm as your *Appointed Representative* who is not a *Preferred Law Firm* or tax consultancy, DAS will give your choice of law firm the opportunity to act on the same terms as a *Preferred Law Firm* or tax consultancy. However if they refuse to act on this basis, the most DAS will pay is the amount DAS would have paid if they had agreed to the *DAS Standard Terms of Appointment*. The amount DAS will pay a law firm (where acting on your behalf) is currently £100 per hour. This amount may vary from time to time.
- The *Appointed Representative* must co-operate with DAS at all times and must keep them up to date with the progress of the claim.

YOUR RESPONSIBILITIES

- You must co-operate fully with DAS and the *Appointed Representative*.
- You must give the *Appointed Representative* any instructions that DAS ask you to.

OFFERS TO SETTLE A CLAIM

- You must tell DAS if anyone offers to settle a claim. You must not negotiate or agree to a settlement without their expressed consent.
- If you do not accept a reasonable offer to settle a claim, DAS may refuse to pay further *Costs and Expenses*.
- DAS may decide to pay you the reasonable value of your claim, instead of starting or continuing legal action. In these circumstances you must allow DAS to take over and

pursue or settle any claim in your name. You must allow DAS to pursue at their own expense and for their own benefit, any claim for compensation against any other person and you must give DAS all the information and help they need to do so.

ASSESSING AND RECOVERING COSTS

- You must instruct the *Appointed Representative* to have *Costs and Expenses* taxed, assessed or audited if DAS ask for this.
- You must take every step to recover *Costs and Expenses* that DAS have to pay and must pay DAS any amounts that are recovered.

CANCELLING AN APPOINTED REPRESENTATIVE'S APPOINTMENT

If an *Appointed Representative* refuses to continue acting for you with good reason, or if you dismiss an *Appointed Representative* without good reason, the cover DAS provide will end at once, unless DAS agree to appoint another *Appointed Representative*.

WITHDRAWING COVER

- If you settle or withdraw your claim without DAS' agreement, or do not give suitable instructions to the *Appointed Representative*, DAS can withdraw cover and will be entitled to reclaim from you any *Costs and Expenses, Rent Arrears, Hotel Expenses* or *Storage Costs* they have paid.
- If during the course of a claim *Reasonable Prospects* no longer exist the cover DAS provide will end at once. DAS will pay any *Costs and Expenses, Rent Arrears, Hotel Expenses* or *Storage Costs* DAS have agreed to, up to the date cover was withdrawn.

EXPERT OPINION

If there is a disagreement between you and DAS on the merits of the claim or proceedings, or on a legal principle, DAS may suggest you obtain at your own expense an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by DAS and the cost expressly agreed in writing between you and DAS. Subject to this DAS will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that you will recover damages (or obtain any other legal remedy that DAS have agreed to) or make a successful defence. This does not affect your rights under *Policy* condition [Arbitration](#).

ARBITRATION

If there is a disagreement about the handling of a claim and it is not resolved through DAS' internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (details available from <https://www.financial-ombudsman.org.uk>)

If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, DAS will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

KEEPING TO THE TERMS OF THIS POLICY

You must:

- Keep to the terms and conditions of this *Policy*
- Take reasonable steps to avoid and prevent claims
- Take reasonable steps to exhaust all other available remedies to resolve your issue
- Take reasonable steps to avoid incurring unnecessary costs
- Send everything DAS ask for, in writing
- Report to DAS full and factual details of any claim as soon as possible and give DAS any information they need

FRAUDULENT CLAIMS

DAS will, at their discretion, void this *Policy* (make it invalid) from the date of claim, or alleged claim, and/or DAS will not pay the claim if:

- A claim you have made to obtain benefit under this *Policy* is fraudulent or intentionally exaggerated
- A false declaration is made in support of a claim

CLAIMS UNDER THIS POLICY BY A THIRD PARTY

Apart from DAS, you are 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.

OTHER INSURANCES

If any claim covered under this *Policy* is also covered by another policy or would have been covered if this *Policy* did not exist, DAS will only pay their share of the claim even if the other insurer refuses the claim.

LAW THAT APPLIES

This *Policy* is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where you normally live. Otherwise, the law of England and Wales applies.

All Acts of Parliament mentioned in this *Policy* include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

SETTLING CLAIMS

HOW TO CLAIM

To claim under this *Policy*, please check the information above, which tells you when DAS can help and what you're covered for.

Please note that all claims must be reported to DAS no more than 90 days after the date you should have known about the insured incident.

For claims under insured incident Rent Guarantee, please contact DAS within 45 days if any part of the rent owed under the *Tenancy* is still unpaid after the date it was first due. Rent Guarantee is only included in your *Policy* if your *Schedule* shows that it has been selected, a premium has been paid and the *Property* is located in the *Countries Covered*.

If you wish to speak to DAS about:

- Legal Advice – you can get telephone legal advice on any legal issue affecting you
- Claims – you can report a claim 24/7 either by telephone or using the on-line claim form
- Tax Advice – dedicated tax advisers can provide advice on tax issues affecting you

Please phone DAS on **0117 934 2138**. They will ask you about your legal issue and if necessary call you back to deal with your query.

Alternatively, you can register your claim online at <https://www.homeprotect.co.uk/legal-expenses-claims>.

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

HELPLINE SERVICES

Don't forget that DAS provide confidential advice over the phone on any personal legal issue, under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, Channel Islands, Switzerland and Norway.

If you wish to speak to DAS' legal teams about a legal problem, please phone DAS on 0117 934 2138. DAS will ask you about your legal issue and if necessary call you back to give you legal advice.

Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am – 5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.

COMPLAINTS

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service.

If you have any questions about the administration of your *Policy*, you should contact us on 0330 660 1000. Copies of our complaints procedures are also available by contacting this number. If you have any concerns about a claim you should refer the matter to DAS on 0344 893 9013.

COMPLAINTS ABOUT DAS

DAS always aims to give you a high quality service. If you think DAS have let you down, you can contact them by:

- Phoning 0344 893 9013
- Emailing customerrelations@das.co.uk
- Writing to the Customer Relations Department | DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH

- Completing their online complaint form at <https://www.das.co.uk/about-das/complaints>

Further details of DAS' internal complaint-handling procedures are available on request.

If you are not happy with the complaint outcome or we or DAS have been unable to respond to your complaint within 8 weeks, you may be able to contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible complaints. (Details available from <https://www.financial-ombudsman.org.uk>).

You can contact them by:

- Phoning 0800 023 4567 (free from mobile phone and landlines) or 0300 123 9123
- Emailing complaint.info@financial-ombudsman.org.uk
- Writing to The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Further information is available on their website: <https://www.financial-ombudsman.org.uk>

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

THE FINANCIAL SERVICES COMPENSATION SCHEME

Both Homeprotect and DAS are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if Homeprotect or DAS can't meet their obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, <https://www.fscs.org.uk>

LAW & JURISDICTION APPLICABLE TO THE INSURANCE

Unless otherwise agreed in writing, the law of England and Wales will apply to the contract or if at the date of contract you are a resident of Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case the law for that country will apply.

Unless otherwise agreed in writing, the courts of England and Wales, or the country in which your main residence is situated will have jurisdiction for hearing and determining any litigation arising out of or in connection with any disputes regarding the interpretation of this *Policy*.

IMPORTANT INFORMATION

It is important that:

- You are clear that Legal Expenses for Landlords cover – including the optional cover for the insured incident Rent Guarantee - is only provided if it is shown in the *Schedule* as being included
- You understand what Legal Expenses for Landlords provides and does not provide
- You understand your own duties under the *Policy*

Your cover begins on the start date of the *Policy* and continues for a period of 12 months unless we notify you otherwise.

COOLING OFF PERIOD

You are entitled to cancel the *Policy* by contacting us within 14 days of either:

- The date you receive your *Policy* documentation; or
- The start of the *Period of Insurance*

whichever is the later.

CANCELLATION AND FEES

We can cancel the *Policy* by giving you written notice by recorded delivery at your last known address.

If any party to this insurance cancels the Homeprotect home insurance policy at any time during the *Period of Insurance*, we will automatically cancel the Legal Expenses for Landlords cover that appear on your latest *Schedule*.

HOMEPROTECT - DATA PROTECTION

We may use your personal information to manage insurance policies, handle claims and to provide our services to you. We only use your personal information where it is necessary to do so, for example, to fulfil our contractual obligations, to comply with our legal obligations, or where it is necessary for our legitimate interest(s). Where we use your personal information, we will do so in accordance with applicable Data Protection Legislation.

We may share your personal information with third party service providers and agents. If we need to share your personal information outside the European Economic Area, we take steps to ensure that equivalent protections are in place.

To find out more information on how we use your personal information, please refer to the Homeprotect Privacy Policy <https://www.homeprotect.co.uk/security-privacy>.

Further information about how we use your personal information can be found on the Information Commissioner's Office register – our registration number is: Z7831579.

DAS - DATA PROTECTION

To comply with data protection regulations DAS are committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how they collect and use this information. A full copy of DAS' privacy notice can be found on their website – <https://www.das.co.uk/legal/privacy-statement>. If you require a written copy of their privacy notice please email dataprotection@das.co.uk.

HOW DAS COLLECT YOUR INFORMATION

DAS will either collect information directly from you, from someone who has authority to make a claim on your behalf, or via their partners when you:

- purchase a DAS product
- request or obtain a quote
- use your policy, such as making a claim or use one of their helplines
- request an update on your claim
- make a complaint
- use DAS' websites
- contact DAS or one of its partners by telephone, by post or email, or when you communicate via online channels

Types of information DAS will typically ask for include basic personal details such as your name, address, e-mail address, telephone number, date of birth or age and marital status. DAS will also need details of your claim, which may include sensitive personal information depending on the nature of your claim. DAS will always be clear why they need this information and the purposes for which they will use it.

HOW DAS WILL USE YOUR INFORMATION

DAS will use your information to:

- manage your policy
- manage your claim, including providing updates and in order to make decisions relating to policy coverage
- provide you with the services outlined in your policy
- handle complaints
- provide quotes and sell policies

Where DAS use trusted third parties to provide services under your policy your information will be shared outside of the DAS Group. DAS will also share information with us where it is necessary to manage your policy. For more information about how DAS use your information, including how your information is shared outside of the DAS Group please visit their website <https://www.das.co.uk/legal/privacy-statement>.

Your information may be disclosed when DAS believe in good faith that the disclosure is:

- required by law
- to protect the safety of their employees, the public or DAS UK Group property
- required to comply with a judicial proceeding, court order or legal process
- in the event of a merger, asset sale, or other related transaction
- for the prevention or detection of crime (including fraud)

WHAT IS DAS' LEGAL BASIS FOR PROCESSING YOUR INFORMATION?

DAS will use your information:

- because it is necessary for the performance of their contract with you or to take steps to enter into a contract with you
- in order to comply with their legal obligations
- because it is in their legitimate interests
- for establishing, exercising or defending any legal claims in relation to your policy

WHAT ARE YOUR RIGHTS?

The following rights are available in relation to the handling of personal data:

- the right to access personal data held
- the right to have inaccuracies corrected for personal data held

- the right to have personal data held erased
- the right to object to direct marketing being conducted based upon personal data held
- the right to restrict the processing for personal data held, including automated decision-making
- the right to data portability for personal data held

Any requests, questions or objections should be made in writing to:

Data Protection Officer; DAS Legal Expenses Insurance Company Limited; DAS House; Quay Side; Temple Back; Bristol; BS1 6NH

Or via Email: dataprotection@das.co.uk

HOW TO MAKE A COMPLAINT

If there is any dissatisfaction with the way in which personal data has been processed by DAS, their Data Protection Officer can be contacted in the first instance using the details above.

If you remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at:

Information Commissioner's Office; Wycliffe House; Water Lane; Wilmslow; Cheshire; SK9 5AF

Or via <https://www.ico.org.uk>

OUR INSURERS

DAS Legal Expenses Insurance Company Limited is the underwriter and provides the Legal Expenses insurance and additional services under your *Policy*. DAS head and registered office: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Registered in England and Wales, Company Number 103274, Website: <https://www.das.co.uk>.


DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

USEFUL CONTACTS


Legal Expenses for Landlords Claims

 <https://www.homeprotect.co.uk/legal-expenses-claims>


 0117 934 2138

 Open 24 hours per day


Homeprotect Customer Service


 0330 660 1000

 service@homeprotect.co.uk


 Open 9am to 8pm Monday to Friday, 9am to 1pm Saturday.

Homeprotect Claims (Buildings and Contents)

 0330 660 0660

 Open 24 hours per day

Financial Ombudsman Service

 0300 1239 123

 Complaint.info@financial-ombudsman.org.uk

 Open 8am to 5pm Monday to Friday. Closed weekends.

Calls are recorded and monitored

We're Homeprotect. A brand or "trading name" of Avantia Insurance Limited (Company Reg. 4567760). We're based at: CI Tower, St Georges Square, New Malden, KT3 4HG.

This policy booklet's name is DAS-LANDLORD-LE-22