

Landlords Legal Expenses & Rental Guarantee

Some important facts about Landlords Legal Expenses and Rental Guarantee are summarised below. This summary does not describe all the terms and conditions of your policy, so please take time to read the policy document to make sure you understand the cover it provides.

Insurance undertaking

This insurance is underwritten by Brit Insurance Limited and managed by Capita Commercial Services Limited. Brit Insurance Limited and Capita Commercial Services Limited are authorised and regulated by the Financial Services Authority.

Type of insurance and cover

This is a landlords legal expenses rent guarantee cover providing cover as detailed below for legal costs.

Significant features and benefits	Significant or unusual exclusions or limitations (detailed under 'What is not Covered' unless stated otherwise)
<p>1. Costs of pursuing a claim:</p> <ul style="list-style-type: none"> - after an incident which causes physical damage to your property. The amount in dispute must be more than the security deposit or £500, whichever is the greater. - in trying to get possession of your property that you have let under a written tenancy agreement. - to evict anyone in your property who has not got your permission to be there. - to recover any rent your tenant owes you for your property. <p>2. Costs of defending a claim if an incident arising from you letting your property leads to you being prosecuted in a criminal court.</p> <p>3. Hotel Expenses, where no other alternative accommodation is available, while you try to get a possession order for your property so you can live in it.</p> <p>4. Rent Guarantee, any rent two months (3 months in Scotland) or more outstanding your tenant owes you up to vacant possession under a tenancy provided that such arrears occur during the tenant's occupation of your property and we are providing cover under section 1 for you to get possession of your property.</p>	<p>The insurer will not pay any costs incurred before your claim has been accepted.</p> <p>The insurer will not cover any claim:</p> <ul style="list-style-type: none"> - reported after the period of insurance expires, B1a.i; - where before the start of the policy period you should have realised that a claim was likely to be made, B1f; - relating to registering rents, buying the freehold of your property or any matter which relates to rent tribunals, land tribunals or rent assessment committees unless you are defending an action brought against you by your tenant, B1 g; - relating to anyone including any government, public or local authority legally taking your property from you, B1 h; <p>In respect of section 4, the Insurer shall not be liable for:</p> <ul style="list-style-type: none"> - more than 6 monthly payments; - the first month's rent owed to you; - any advance amounts or deposits paid to you by the tenant that are not required for the repair of dilapidations. Receipts may be required prior to settlement of a claim. <p>The insurer will not cover any claim arising from or relating to:</p> <ul style="list-style-type: none"> - building, re-building, extending or converting a building, What is not covered B2a; - subsidence, heave, landslip mining or quarrying, What is not covered B2c.

The limit of cover under this policy is Section 1 & 2 £25,000, Section 3 £1,500 and Section 4 £10,000.

Duration of contract

Your cover is valid for a twelve-month period starting from the date shown on your policy.

Your right to cancel

a. You may cancel this insurance, without giving reason, by sending us written notice and returning the insurance documents within the first 14 days of the policy, or (if later) within 14 days of you receiving the insurance documents. This is known as the "withdrawal period". We will return any premium paid less a pro-rata charge (plus IPT) for the number of days for which cover has been given.

b. either party can cancel this insurance by giving 14 day's notice in writing to the other. If we cancel, you may be entitled to a pro-rata refund of the premium as long as you have not made a claim.

If you do not cancel your policy, it will continue in force for its term and you will be required to pay the premium.

To exercise the above cancellation rights please contact the intermediary who sold you this insurance.

We may also cancel this insurance immediately if you do not pay a premium or if you fail to pay a premium under any direct debit instalment scheme.

How to claim

If a claim or possible claim occurs you must report it as soon as possible. Please contact us on 08705 234500.

Complaints process

If you are not happy with any part of the service you have received, you should contact us at the address below. We will send a full response within five working days or tell you within that time when you can expect a response.

The Complaints Manager
Capita Commercial Services Limited
Gilberd Court
Newcomen Way
The Business Park
Colchester C04 9WN
Telephone: 08705 234567

If we cannot resolve your complaint, you may refer it to the Financial Ombudsman Service at:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR
Telephone: 0845 080 1800

This procedure does not affect your legal rights.

Financial Services Compensation Scheme (FSCS)

If we are unable to meet our obligations under the policy, you may be entitled to compensation under the FSCS. The first £2,000 of a claim is protected in full and 90% of the remainder of the claim will be met. You can get further information on this subject from us or the Financial Services Authority or by visiting the FSCS website at www.fscs.gov.uk