

*& home  
legacy*

# Landlord's Legal Expenses

POLICY WORDING



# Finding your way around

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## ABOUT HOME AND LEGACY INSURANCE SERVICES LIMITED

Registered Office: 57 Ladymead, Guildford, Surrey GU1 1DB United Kingdom. Registered in England & Wales No. 3007252. Authorised and regulated by the Financial Conduct Authority, Home and Legacy's Financial Services Register number is 307523 and permitted business is advising on and arranging general insurance contracts. Please note that telephone calls may be recorded for our joint protection, training and/or monitoring purposes.

# Welcome

Thank you for choosing Home & Legacy as the provider for your insurance.

Welcome to your Landlord's Legal Expenses Insurance policy.

This policy document, along with your policy schedule, sets out everything you need to know about your Landlord Legal Expenses Insurance. Please keep them both together, somewhere safe.

We hope your experience of us so far has been a positive one. We are committed to giving you a first-class level of service, at every stage. You'll be pleased to know we handle most claims in-house so are able to settle the majority of claims promptly. For your convenience you'll also deal with the same claim handler throughout the entire process.

In addition to landlord insurance, we specialise in high net worth home insurance and motor insurance. We also have options for travel and motor insurance.

We understand people are as unique as their insurance needs so if we can be of any further assistance to you, just tell us your situation – either via your trusted insurance intermediary or directly if you do not use an insurance intermediary – and let our professionally trained staff do the rest.



Barry O'Neill  
Managing Director  
Home and Legacy Insurance Services Limited

Home and Legacy Insurance Services Limited is a wholly owned subsidiary of Allianz Holdings plc. and is registered in England and Wales No. 3007252. Registered Office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom.

Home and Legacy Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.  
Financial Services Register number 307523.

# Important advice information

## FOR GENERAL ADVICE

Contact the insurance intermediary you consulted to arrange your policy. If you did not consult an insurance intermediary, please contact **Home & Legacy**.

Contact **Home & Legacy**:

From the UK               **0344 893 8360**  
From overseas           **+44 (0) 20 3118 7777**

**Lines are open Monday to Friday 9am to 5pm (not bank or public holidays).**

## LEGAL ADVICE - LAWCARE

Your policy includes access to LawCare to give advice, on any personal legal matter or matters related to the letting of your property, but not in connection with any disputes that you may have with your letting agent or property managing agent.

Contact LawCare:

From the UK               **0330 100 9515**  
From overseas           **+44 (0) 1455 251 500**

When you call LawCare state you are a **Home & Legacy** landlord insurance policyholder and quote the reference number which is shown on your policy schedule.

**Lines are open 24 hours a day, 365 days a year.**

## REPORTING A CLAIM

If you have a legal problem and need to report a claim under this policy contact the **Home & Legacy** claims team:

From the UK               **0344 893 8360**  
From overseas           **+44 (0) 20 3118 7777**

**Lines are open Monday to Friday 9am to 5pm (not bank or public holidays).**

Alternatively email: [claimsteam@homeandlegacy.co.uk](mailto:claimsteam@homeandlegacy.co.uk)

Telephone calls may be recorded for **our** joint protection, training and/or monitoring purposes.

# Making a claim – useful information

## **Important information about reasonable prospects of success**

If you submit a claim, at all times during your legal action reasonable prospects of success must exist in order for **us** to begin, and continue, providing cover under this policy.

In order for **us** to decide whether reasonable prospects of success exist **we** will seek the opinion of the legal representative. If **we** and the legal representative do not agree on whether reasonable prospects of success exist, **we** will also seek the opinion of any other legally qualified advisor or other expert appropriate to your claim that we feel it is necessary to consult. If **we** believe that reasonable prospects of success do not exist **we** will end your claim.

If you need to make a claim refer to the Claims Settlement Conditions on page 31. These explain the action you must take to have the full protection of this policy.

If you require legal advice on any legal problems or matter related to the letting of your property you have access to the LawCare legal advice helpline 24 hours a day, 365 days a year. For their contact details see the 'Important Advice Information' on page 3.

## **Section 1 – Landlord legal expenses**

You must contact **Home & Legacy** as soon as possible and no later than sixty (60) days after any circumstances or event occurs that might result in a claim.

**We** may ask you to complete a claim form. Claim forms can be downloaded from the **Home & Legacy** website [www.homeandlegacy.co.uk](http://www.homeandlegacy.co.uk)

## **Section 3 – Health & safety and Section 4 – Tax disputes**

**You** must contact **Home & Legacy** no later than six months (180) days after any circumstances occur that might result in a claim.

# Things we need to tell you about

## THIS POLICY

This Landlord's Legal Expenses policy document is split into 4 Sections. The cover is subject to the terms, conditions and exclusions set out in this policy document and any later written notices sent to you by **Home & Legacy**.

This policy is not complete without a policy schedule. Your policy schedule will be issued to you if your application for insurance is accepted.

Your policy will continue for the period of insurance shown on your policy schedule and covers you only for insured events that occur during that period.

## HOME & LEGACY

This policy cover has been arranged and is administered by Home and Legacy Insurance Services Limited. Home and Legacy Insurance Services Limited is a wholly owned subsidiary of Allianz Holdings plc. and is registered in England Number 3007252. Registered Office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom. Home and Legacy Insurance Services Limited is authorised and regulated by the Financial Conduct Authority. Financial Services Register number 307523.

## THE INSURER

Landlord legal expenses insurance is arranged and administered by Cigna Legal Protection which is a trading style of Cigna Insurance Services (Europe) Limited and underwritten by CIGNA Europe Insurance Company S.A-NV. Cigna Legal Protection act on behalf of CIGNA Europe Insurance Company S.A-NV.

Cigna Insurance Services (Europe) Limited is registered in England and Wales Number 04617110 at 1st Floor, Chancery House, St Nicholas Way, Sutton, Surrey SM1 1JB. Cigna Insurance Services (Europe) Limited is authorised and regulated by the Financial Conduct Authority. Financial Services Register number is 310671.

CIGNA Europe Insurance Company S.A-NV is registered in Belgium with limited liability (Brussels trade register no. 0474624562), Avenue de Cortenbergh 52, 1000 Brussels, Belgium. Subject to the prudential supervision of the National Bank of Belgium, Boulevard de Berlaimont 14, 1000 Brussels (Belgium) and to the supervision of the Financial Services and Markets Authority (FSMA), rue du Congrès 12-14, 1000 Brussels (Belgium), in the field of consumer protection and subject to limited regulation by the Financial Conduct Authority. Financial Services Register number is 207198.

## WHAT OUR WORDS MEAN

In this policy document, many of the words and phrases used have a particular meaning.

Throughout the entire policy document all reference to "**Home & Legacy**" means Home and Legacy Insurance Services Limited and reference to "**we, us and our**" means Cigna Legal Protection, the insurer and/or **Home & Legacy** acting as agent for the insurer(s).

Wherever these words are used throughout the entire policy document they will be highlighted in bold print.

# Things we need to tell you about

## OUR AGREEMENT WITH YOU

Your policy is a legal contract between you and **us**.

When you first take out, make changes to, or renew your policy, **we** will ask various questions that are relevant to **us** accepting the risk of insurance, and on what terms. When you answer those questions, you are required to take care not to misrepresent any information and to give **us** all of the information you are asked for. If you give **us** incorrect or incomplete information the wrong terms may be quoted, **we** may be entitled to reject payment of a claim, or payment could be reduced. In certain circumstances your policy might be invalid and you may not be entitled to a refund of premium.

**We** recommend that you keep a record of all information supplied to **us** for the purposes of your policy for future reference.

Your policy includes:

- information contained on your application and/or the statement of facts document which confirms the information given to **us** by you or your insurance intermediary;
- your policy schedule, which confirms; the cover **we** are providing, including any endorsements (variations in the terms, conditions and/or exclusions of your policy); the period of insurance; your premium; details about you and your property; and any excesses that may apply to you;
- this policy document which details the cover **we** provide and the exclusions and conditions which apply;
- any changes to your policy contained in written notices sent by **Home & Legacy** at renewal.

You need to keep all of these documents in a safe place.

**Our** provision of insurance under your policy is conditional upon you observing and fulfilling the terms, provisions, conditions and clauses of the policy.

Please examine your policy carefully to ensure it meets your needs. If you do not understand the terms, exclusions or conditions or if any information is incorrect or incomplete you must tell your insurance intermediary or **Home & Legacy**, if you do not use an insurance intermediary.

## THE COST OF THE INSURANCE

The insurance **we** provide is subject to you paying or agreeing to pay, the premium by the due date.

Your premium takes into account **our** obligation to pay any insurance premium taxes that are levied by HM Government, related to your policy.

**We** will tell you the total amount payable, when it needs to be paid and how it can be paid. This amount will be clearly set out in your policy schedule.

In consideration of the payment of the premium for the period of insurance, **we** will provide the cover set out in this policy document subject to any endorsements, as shown on your policy schedule.

Your policy ends at midnight on the last day of the period of insurance.

## THE RENEWAL OF THE CONTRACT OF INSURANCE

Each renewal of your policy represents a new contract of insurance.

If you tell **us** about a claim after **we** work out your renewal terms and premium, which occurred during the current policy period, renewal terms may be amended or you may need to pay an extra premium.

You will be covered for the period of insurance shown on your renewal policy schedule.

## REQUESTING A POLICY DOCUMENT

A further copy of this policy document will be sent to you upon request to your insurance intermediary or **Home & Legacy**; or can be downloaded from **Home & Legacy's** website at [www.homeandlegacy.co.uk](http://www.homeandlegacy.co.uk)

This policy document and other associated documentation can also be made available in large print, audio or Braille. If you need any of these formats please contact **Home & Legacy** on 0344 893 8360 and **we** will be pleased to organise an alternative for you.

## IF YOUR INFORMATION OR CIRCUMSTANCES CHANGE

You must tell your insurance intermediary or **Home & Legacy** as soon as possible if there are any changes to your circumstances which could affect your insurance.

**We** need to be told about any changes to the information shown on your most recent policy schedule or statement of facts documents or if the information shown is incorrect or incomplete. If **we** are not informed of any changes or corrections this may affect your ability to claim under the policy.

The General Conditions set out the changes of circumstances and type of information that you are required to tell **us** about.

## IF YOU CANCEL YOUR POLICY WITHIN THE FIRST 14 DAYS (COOLING OFF RIGHTS)

You have a legal right to cancel your policy within 14 days from the day of purchase or renewal of the contract or the day you receive your policy or renewal documentation, whichever is later.

If you wish to cancel and the insurance cover has not yet started you will be entitled to a full refund of the premium paid. If you choose to cancel your policy and the insurance cover has already started you will be entitled to a refund of the premium paid except where a claim or an event that may lead to a claim has occurred during the period of cover **we** have provided, in which case the full annual premium may be payable to **us**.



# Things we need to tell you about

You can exercise your right to cancel by contacting the insurance intermediary through whom you arranged your policy, or if you did not arrange your insurance through an insurance intermediary by contacting:

Home and Legacy Insurance Services Limited  
500 Avebury Boulevard  
Milton Keynes  
Bucks MK9 2LA

Telephone: 0344 893 8360 or if you are calling from overseas  
+44 (0) 20 3118 7777  
Email: [info@homeandlegacy.co.uk](mailto:info@homeandlegacy.co.uk)

If after 14 days you have not cancelled your policy, your policy will continue for the agreed period of insurance.

## IF YOU CANCEL YOUR POLICY AFTER THE FIRST 14 DAYS

You can cancel the policy at any time by telling **us** in writing, irrespective of your cooling off rights. If you do so, unless you have made a claim or an event has occurred which may result in a claim, you will be entitled to a refund of the premium paid, subject to a deduction for the time you have been covered plus an administration charge to cover **Home & Legacy's** costs.

If you choose to cancel your policy you will be entitled to a refund of the premium paid except where a claim or an event that may lead to a claim has occurred during the period of cover **we** have provided, in which case the full annual premium may be payable to **us**.

The refund of premium will be worked out on a proportionate basis for the time for which you have received cover based on the annual premium payable plus the additional charge for administration (subject to Insurance Premium Tax, where applicable). The administration charge to cover **Home & Legacy's** costs is £15.

If you cancel your policy after the first 14 days, cover under this policy will end.

If the amount due when you cancel the policy is more than the amount you have paid you may be asked to pay the difference.

You can exercise your right to cancel your policy by contacting the insurance intermediary through whom you arranged your insurance or if you did not arrange your insurance through an insurance intermediary by contacting:

Home and Legacy Insurance Services Limited  
500 Avebury Boulevard  
Milton Keynes  
Bucks MK9 2LA

Telephone: 0344 893 8360 or if you are calling from overseas  
+44 (0) 20 3118 7777  
Email: [info@homeandlegacy.co.uk](mailto:info@homeandlegacy.co.uk)

## THE FINANCIAL SERVICES COMPENSATION SCHEME

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if the insurers cannot meet their liabilities. Further information about compensation scheme arrangements is available from the FSCS. Information can be obtained by visiting the Financial Services Compensation Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting them at:

Financial Services Compensation Scheme  
10th Floor, Beaufort House  
15 St Boltolph Street  
London EC3A 7QU

Tel: 0207 741 4100  
Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

## OUR USE OF LANGUAGE

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be expressed in the English language.

## OUR CHOICE OF LAW

The law applicable to this contract is subject to agreement between **us**. Unless **you** and **we** agree otherwise the law applying will be the Law of England & Wales.

## TELEPHONE RECORDING

Telephone calls may be recorded for joint protection, training and/or monitoring purposes.

# Things we need to tell you about

## DATA PROTECTION (HOW WE USE YOUR INFORMATION)

For the purposes of the Data Protection Act 1998, **we** are the Data Controllers in relation to any personal data you supply in connection with this cover.

### **Insurance administration**

Information you supply may be used for the purposes of insurance administration (including claims processing and payment), by **us, our** associated companies, service providers and agents, by reinsurers, **Home & Legacy** and your insurance intermediary. The information may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing **our** compliance with any regulatory rules/codes. Your information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration.

If you give **us** information about another person, in doing so you confirm that they have given you permission to provide it to **us** and for **us** to be able to process their personal data (including sensitive personal data, for example information about criminal convictions, or health or medical conditions) and that you have told them who **we** are and what **we** will use their data for as set out in this notice.

In assessing any claims made, **we** or **our** agents may do checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossessions). Information may also be shared with other insurers either directly or via those acting for **us** (such as loss adjusters or investigators, professional advisers or mediation companies).

If you believe that **we** are holding inaccurate information about you please contact us. **We** will be happy to correct any errors.

With limited exceptions, and on payment of the appropriate fee, you have the right to access and if necessary rectify information held about you. If you would like to find out more about this, contact:

The Data Protection Officer  
Home and Legacy Insurance Services Limited  
500 Avebury Boulevard  
Milton Keynes  
Bucks MK9 2LA

Email: [info@homeandlegacy.co.uk](mailto:info@homeandlegacy.co.uk)

### **Credit searches and accounting**

In considering your application, to assess insurance risk, to prevent fraud, to check your identity and to maintain policy records, **we** may search files made available to **us** by credit reference agencies who may keep a record of that search. **We** may also pass to credit reference agencies information **we** hold about you and your payment record. The information may be used by other credit lenders for making credit decisions about you and the people with whom you are financially associated for fraud prevention, money laundering prevention and for tracing debtors.

Credit reference agencies share information with other organisations enabling applications for financial products to be assessed or to assist the tracing of debtors or to prevent fraud.

**We** may ask credit reference agencies to give a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by **us**, acceptance or rejection of your application will not depend only on the results of the credit scoring process.

#### **Sensitive data**

In order to assess the terms of the insurance contract or administer claims which arise, **we** may need to collect data which the Data Protection Act defines as sensitive (such as criminal convictions or information about health or medical conditions). By proceeding with this application you will signify your consent to this information being processed by **us** or **our** agents.

#### **Fraud prevention and detection**

In order to prevent and detect fraud **we** may at any time:

- share information about you with other organisations and public bodies including the Police;
- do credit searches and additional fraud searches;
- check and/or file your details (including details of any injuries) with fraud prevention agencies and or on registers of claims that are shared with insurers, and if you give **us** false or inaccurate information and fraud is suspected, it will be recorded.

**We** and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- check your identity to prevent money laundering, unless you furnish **us** with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

# Things we need to tell you about

## CUSTOMER SATISFACTION SURVEYS

**We** aim to continuously improve the services **we** offer to our customers. Occasionally **we** carry out customer satisfaction surveys which may be for **our** own benefit or for more general interest, and **we** may need to collect further information about you in connection with them. Surveys will usually be carried out by **us** but in some circumstances **we** will use an external firm. Your participation in such a survey is entirely optional but your help and feedback would be appreciated.

## IF YOU ARE NOT SATISFIED

**Our** aim is to deliver an excellent service, every time, but if you believe **we** have not delivered the service you expected or have any concerns about **our** service and wish to make a complaint, let **us** know by contacting:

The Customer Satisfaction Manager  
Home and Legacy Insurance Services Limited  
500 Avebury Boulevard  
Milton Keynes  
Bucks MK9 2LA

Telephone: 0344 893 8360 or if you are calling from overseas  
+44 (0) 20 3118 7777

Email: [info@homeandlegacy.co.uk](mailto:info@homeandlegacy.co.uk)

If your complaint is about the service you have received from **Home & Legacy**, **we** will investigate it and tell you who is dealing with your complaint. This individual will have been fully trained to deal with the matter in an objective way.

If your complaint relates to the service provided by your insurance intermediary, the insurer, any of **our** agents or any provider of services you are entitled to under this policy, your concerns may be passed on to them for investigation. **Home & Legacy** will monitor the progress of their investigation into the resolution of your complaint.

Complaints which the insurer is required to resolve will be passed on by **Home & Legacy** who will tell you if your concerns are redirected for investigation into your complaint.

The aim is to resolve your concerns within 24 hours, but where this is not possible, your complaint will be acknowledged in writing promptly.

If the situation has not been resolved within 8 weeks you will be given information about the Financial Ombudsman Service. The Financial Ombudsman Service offers a free, independent service for resolving disputes about most financial matters. In some circumstances a complaint may not be eligible for referral to the Financial Ombudsman Service. In such cases you will receive guidance from staff at the Ombudsman about your options, or you may wish to seek your own professional or legal advice. The Financial Ombudsman Service can be contacted at:

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London E14 9SR

Telephone: 0300 123 9 123

This number may not be available from outside of the UK, so from abroad please call +44 20 7964 0500.

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The Ombudsman will only consider your complaint if you have already given **us** the opportunity to resolve it.

Using the complaints procedure above or referral to the Financial Ombudsman Service does not affect your legal rights.

# What our words mean

In this policy document **we** have used some words and phrases that have a particular meaning. When **you** read them, **we** want that meaning to be clear so there are no misunderstandings. **You** will find these words along with their particular meaning below. Wherever these words and phrases are used throughout Sections 1 to 4 of this policy document they will be highlighted in **bold** print.

Some of the words and/or phrases **we** use apply only for Section 3, Health & Safety or Section 4, Tax Disputes. **We** have indicated below where the words and/or phrases refer specifically to these Sections.

Unless indicated otherwise below the words and meanings shown will apply for all Sections.

## **Agent**

A letting agent or firm appointed by **you** and acting on **your** behalf in respect of **your property** shown in **your** policy schedule;

**Any one claim** (applies for Section 2, Section 3 and Section 4)

**All legal proceedings** (including any appeal against judgment) arising from or relating to the same original cause, event, series of events or circumstance shall be regarded as one claim;

**Business** (applies for Section 3 and Section 4)

Owning the **property** shown as insured in **your** policy schedule;

## **Cigna Legal Protection**

Cigna Insurance Services (Europe) Limited who act on behalf of CIGNA Europe Insurance Company S.A-NV the insurer who underwrites the cover;

**Court** (applies for Section 3 and Section 4)

A court or other competent authority;

**Employee** (applies for Section 3 and Section 4)

Any person employed under a contract of service or apprenticeship with **you** in connection with **your business**. This includes any trainee under **your** control in connection with a government-approved training scheme;

**Equipment** (applies for Section 3 and Section 4)

Computers and anything else which contains a microchip. Computers include hardware, software, data, electronic data processing equipment, microchips (including integrated circuits) and micro controllers, and any other computing and electronic equipment linked to a computer;

## **Excess**

The amount **you** have to pay if **you** make a claim;

## **Guarantor**

A person or a business which has entered into a written agreement to agree to pay or to perform duties of the **tenant** under the **terms** of the **tenancy agreement** should the **tenant** fail to do so;

### **Financial reference**

The references that are obtained on the **tenant** and/or **guarantor** that are acceptable to **us** for the purposes of the insurance provided under this policy being:

- 1 A standard credit check obtained from a credit referencing company on the **tenant** or **guarantor** which confirms the following:
  - acceptable risk or credit scores;
  - acceptable electoral roll information, or if electoral roll information is not available suitable documentary evidence to confirm proof of residency; and
  - no previous bankruptcies or any county court judgments over £500 recorded.
- 2 A detailed employers reference for the **tenant** or **guarantor** which confirms:
  - that the **tenant** or **guarantor** has been employed with the same employer for a minimum of six (6) months;
  - the **tenants** or **guarantors** annual gross salary, the position held; and that the post is permanent.
- 3 For a self-employed **tenant**, an accountants or legal representatives reference, but this will only be accepted if the nominated person or business has acted for the **tenant** or **guarantor** for a minimum of twelve (12) months, which confirms:
  - the **tenants** or **guarantors** annual gross income; and
  - that the **tenant** or **guarantor** is considered to be financially able to meet their **rent** commitment for the term of the **tenancy agreement**;

### **Identity fraud** (applies for Section 2, Identity fraud)

A person or a group of persons knowingly using a means of identification belonging to **you** without **your** knowledge or authorisation with the intention of committing or helping someone else to commit an illegal act. An act or a series of acts, against **you** by one individual or group of persons is considered to be one **identity fraud**;

### **Legal costs and expenses – 1** (applies for Section 1 and Section 2)

Legal fees, costs and disbursements reasonably and properly incurred by the **legal representative**;

### **Legal costs and expenses – 2** (applies for Section 3 and Section 4)

#### **1 Fees**

Any fees and disbursements reasonably and properly incurred by the **legal representative**, or by **us**, in connection with any **legal proceedings**.



# What our words mean

## 2 Costs

Any costs payable by **you** following:

- 1 an award of costs by any **court**; or
- 2 an out-of-**court** settlement made in connection with any **legal proceedings**. **You** must have obtained our written agreement to any such settlement in accordance with Claims Settlement Condition 2 g) on page 34;

**Legal proceedings** (applies for Section 3 and Section 4)

The pursuit or defence of legal or taxation disputes;

**Legal representative** (applies for Section 1)

The solicitor or other suitably qualified representative, who has been approved by **Home & Legacy**, and appointed under this policy to represent **you**;

**Legal representative** (applies for Section 3 and Section 4)

A solicitor, consultant, or any other appropriately qualified person approved by **us** and who is appointed to act in a professional capacity for **you** in accordance with the terms and conditions of Sections 3 and 4. Where **you** have chosen **your** own representative we will only pay **standard legal expenses** (see Claims Settlement Condition 2 a) ii on page 32);

## Property

**Your property** shown as covered under this policy on **your** policy schedule and in the **tenancy agreement**;

## Reasonable prospects of success

There are **reasonable prospects of success** if at all times during **your** legal action the **legal representative** considers there is a 51 percent or better chance that the legal action would be decided in **your** favour (this includes making a successful appeal or successfully defending an appeal), or if **you** are seeking a recovery, that **you** are likely to make that recovery.

**We** explain in more detail how **we** will decide if **your** legal action has **reasonable prospects of success** under 'Important information about prospects of success' on page 4;

## Rent

The sum of money due to be paid to **you** by the **tenant** as detailed in the **tenancy agreement**;

## Tenancy agreement

A written agreement with the **tenant** which gives rights to the **tenant** to occupy **your property** and to **you** to receive **rent** for letting **your property** being:

- 1 an Assured Shorthold Tenancy as defined in the Housing Act 1988 and corresponding legislation in Scotland and any amending legislation; or
- 2 an agreement with a Limited Company or where the annual income exceeds the Assured Shorthold Tenancy maximum limit;

**Standard legal expenses** (applies for Section 3 and Section 4)

The usual **fees** that would be incurred by **us** in nominating a **legal representative** of **our** choice;

**Tenancy deposit**

The sum of money paid by the **tenant**, or on behalf of the **tenant**, to **you** or **your agent** under the **tenancy agreement**, as security against the performance obligations of the **tenant** under the **tenancy agreement**, the discharge of any liabilities, and any damage to **your property** and/or non-payment of **rent** during the tenancy which is held by **you** or **your agent** and registered with a statutory **tenancy deposit protection scheme** in accordance with statutory requirements;

**Tenancy deposit scheme**

A compulsory scheme(s) operated in accordance with the requirements of the Housing Act 2004, Housing (Scotland) Act 2006 or any corresponding and/or any associated or amending legislation within the **territorial limits** set up by law to safeguard and facilitate the resolution of disputes arising in connection with a **tenancy deposit**;

**Tenant**

The person(s) named in the **tenancy agreement** who occupy **your property** and/or the businesses named in the **tenancy agreement** and any person(s) who occupy **your property** with their knowledge and consent including family members ordinarily residing with them and any person who is at **your property** with their knowledge and consent;

**Territorial limits**

England, Scotland, Wales, the Isle of Man and the Channel Islands;

**Vacant possession**

Surrender of **your property** by the **tenant** with the keys returned to **you** or **your agent**; abandonment of **your property** by the **tenant**; or the eviction of the **tenant** through the court process;

**We/Our/Us**

**Cigna Legal Protection** and/or **Home & Legacy** when acting as agent on behalf of **Cigna Legal Protection**;

**You/Your**

The person(s) or businesses named in the policy schedule as the insured;

**You/Your** (applies for Section 3)

The person(s) or businesses named in the policy schedule as the insured and at **your** request, a director, partner or **employee**.

# Section 1 – Landlord legal expenses

## LANDLORD LEGAL EXPENSES THE COVER

The cover applies for **your property** shown in **your** policy schedule.

This policy provides the cover described under Sections 1 to 4. It sets out What is covered, What is not covered and the General Conditions and Claims Settlement Conditions that are applicable.

The General Conditions and Claims Settlement Conditions that apply can be found on pages 27 to 36. These are very important as they include the obligations required of **you** before letting **your property** to ensure **your** cover under this policy is valid.

### Limit of cover

Unless otherwise stated cover is limited to £60,000 for **any one claim** or for all claims arising for each **property you** insure during any period of insurance.

## COVER 1 – DISPUTES WHAT IS COVERED

**We** will pay **legal costs and expenses** of **you** taking legal action:

- to secure an eviction of the **tenant**, unauthorised occupants, or squatters from **your property**;
- to recover amounts owed to **you** by the **tenant** in respect of **your property**; or
- to defend legal action taken against **you** by the **tenant** in connection with the letting of **your property**;

if any of the following events occur;

- a) there is a dispute between **you** and **your tenant** under the terms and conditions of the **tenancy agreement**. This includes disputes that arise when:
  - the **tenant** leaves **your property** before the end of the term of the **tenancy agreement**, without giving **you** or **your agent** proper notice;
  - the **tenant** or their **guarantor** has not paid **rent** owed to **you**;
  - the **tenant** refuses to return **your property** to **you** at the end of the **tenancy agreement**; or when **rent** owed to **you** has not been paid, even though **you** have acted in accordance with all legal requirements;
  - the **tenant** has maliciously or intentionally damaged **your property**;
  - there is a dispute over the **tenancy deposit** at the end of the **tenancy agreement**;
- b) **Your tenant** alleges that **you** have not met **your** obligations under the terms of the **tenancy agreement** and takes legal action against **you**;
- c) **Your property** is occupied by unauthorised occupants or squatters.

**We** will provide this cover as long as:

- the legal action is brought within the **territorial limits**;
- **we** have given **our** written agreement; and
- **reasonable prospects of success** exist (for further information about **reasonable prospects of success** refer to 'Important information about prospects of success' on page 4).

## COVER 1 – DISPUTES WHAT IS NOT COVERED

**We** do not provide cover for the following;

- 1 for any dispute which starts within thirty (30) days of the date **you** first take out this policy, if the **tenancy agreement** was in force before the policy started. (This does not apply if **you** had similar cover under another policy up to the date you first take out this policy.) In the event of a claim **we** reserve the right to ask **you** to produce documentary evidence to confirm that similar cover was in place before **your** cover under this policy started;
- 2 for any disputes for amounts less than £250;
- 3 for any claims notified to **Home & Legacy** later than sixty (60) days after the event. (Any circumstances that could result in a claim should be notified to **Home & Legacy** as soon as possible after **you** or **your agent** first become aware of any circumstances that might result in you needing to make a claim. Do not delay in contacting **Home & Legacy**);
- 4 if there is not a written **tenancy agreement** that complies with all the requirements of any relevant legislation and statutory instruments;
- 5 if there is a joint tenancy, where each **tenant** is not held equally and jointly responsible for the all the commitments required by them under the terms of the **tenancy agreement**;
- 6 if **you** or **your agent** has not collected, before the start of the **tenancy agreement**, a **tenancy deposit** that is at least equivalent to one (1) month's **rent** in cleared funds and arranged for this to be held in accordance with requirements of any required **tenancy deposit** legislation;
- 7 where **you** or **your agent** has not taken a detailed inventory of the contents and condition of **your property** before the start of the **tenancy agreement**;
- 8 for the cost of defending a dispute that arises from or relates to actual or alleged dishonesty, fraud or malicious conduct by **you**, unless the legal action is successfully defended;
- 9 **legal costs and expenses you** incur before **Home & Legacy** has accepted **your** claim;

# Section 1 – Landlord legal expenses

## COVER 1 – DISPUTES WHAT IS NOT COVERED (CONT)

- 10 for any disputes when, before the start of the **tenancy agreement** the **tenant** or their **guarantor** (if applicable) has not met the requirements below:
- i where for a **tenant** who is in receipt of Housing Benefit or Local Housing Allowance or who is a full-time student, there is a **guarantor** who does not meet the requirements under iv below;
  - ii where for any person who is named on the **tenancy agreement** as a **tenant** who is not contributing towards **rent, you** or **your agent** has not obtained at least one written reference for them. This does not have to be a financial reference;
  - iii where for all other categories of **tenant**, for each **tenant**:
    - the monthly **rent** for **your property** exceeds forty (40) per cent of the **tenants** gross income;
    - **you** have not seen at least two (2) valid forms of identification one of which must be photographic; and
    - **you** have not obtained before letting **your property** to the **tenant** a minimum of two (2) references, one of which must be a **financial reference**.
  - iv where for **guarantors**:
    - the monthly **rent** for **your property** exceeds thirty (30) per cent of the **guarantors** gross income;
    - the **guarantor** has not entered into a legally binding written guarantee covenant in respect of the **tenancy agreement**;
    - **you** have not obtained an acceptable **financial reference** for the **guarantor**.
- 11 if the **tenancy agreement** started more than sixty (60) days after **you** obtained acceptable references on the **tenant** or their guarantor, (if applicable);
- 12 for any disputes or circumstances that **you** knew about or should have known about, before the period of insurance begins which results in a claim;
- 13 for any disputes with **your agent** or arising out of a contract that **you** have with any person(s) or organisation other than the **tenant**;
- 14 for any disputes that do not start within the period of insurance shown on **your** policy schedule;
- 15 for any disputes where the legal action cannot be brought within the **territorial limits**;
- 16 for any disputes where **you** do not have **reasonable prospects of successfully** recovering damages;
- 17 for any disputes where **you** know that **you** are able to settle the dispute in another way directly with the **tenant**;

18 for **your tenants** or any opponents legal costs and/or awards made by order of a court settlement or discontinuance;

19 for any disputes that arise because **you** have not complied with statutory legislation and other legal requirements related to the letting of **your property**;

20 for damages, fines or penalties of any nature incurred by **you** following any legal proceedings.

See also the Claims Settlement Conditions on page 27 and the General Conditions on page 36, which set out **your** obligations.

## COVER 2 – ALTERNATIVE ACCOMMODATION WHAT IS COVERED

**We** will pay an amount towards **your** alternative accommodation costs for the period after the **tenancy agreement** has ended until the date **vacant possession** is obtained, subject to a maximum period of thirty (30) days, where:

- **you** cannot regain possession of **your property** because of the nuisance caused by, or acts of, the **tenant**; and
- **you** have no other suitable accommodation available during this period.

The cover for alternative accommodation costs only applies where there is a claim under this policy which **we** have agreed to cover.

### Limit of cover

£50 per day or £1,500 **any one claim**.

## COVER 3 – WITNESS ATTENDANCE ALLOWANCE WHAT IS COVERED

**We** will pay witness attendance allowance which applies when **you** or **your agents** employees, directors or partners are absent from work because of attendance at court in connection with an insured event as:

- a witness at the request of the **legal representative**; or
- a defendant at any court, tribunal or arbitration hearing.

The witness attendance allowance applies where there is a claim under this policy which **we** have agreed to cover.

### Limit of cover

£100 per person per full day up to a maximum of £1,000 **any one claim**.

# Section 2 – Identity fraud

## WHAT IS COVERED

**We** will pay **legal costs and expenses you** incur if **you** become aware of and can substantiate **you** have suffered as a result of **identity fraud** during the period of insurance.

**We** will pay **you**:

- **legal costs and expenses** to defend any legal proceedings brought against **you** by businesses or their collection agencies as a direct result of **identity fraud**;
- telephone and postal expenses for calls to police, financial institutions, law enforcement and credit agencies;
- expenses incurred to authenticate legal documents for the police or other law enforcement agencies, financial institutions and credit agencies to prove **your** innocence regarding any financial irregularities committed unlawfully;
- expenses incurred to remove any criminal or civil judgments wrongly entered against **you**, and to challenge the accuracy of information regarding **your** consumer credit report;
- any loan re-application fees **you** incur following the rejection of a loan application due to incorrect credit information caused by **identity fraud**.

**We** will provide this cover as long as **we** have given **our** written agreement in advance.

## WHAT IS NOT COVERED

- Any expenses incurred without obtaining **our** agreement in advance.
- Any claim submitted as a victim of **identity fraud** which occurred before the start of the period of insurance.
- **Identity fraud** which has been carried out by someone living with **you**.

# Section 3 – Health & safety

## COVER 1 – HEALTH & SAFETY AT WORK WHAT IS COVERED

We will pay **legal costs and expenses you** incur within the jurisdiction of a **court of you** defending any actual or alleged act or omission by **you** arising from the conduct of **your business** following an incident which results in the service of an improvement, prohibition or suspension notice under The Health and Safety at Work, etc. Act 1974.

We will provide this cover as long as;

- **we** have given **our** written agreement;
- the **legal proceedings** are brought within the **territorial limits**; and
- the alleged act or omission by **you** or the improvement, prohibition or suspension notice relates to **your property**.

## WHAT IS NOT COVERED

We will not pay **legal costs and expenses** arising from or relating to:

- the ownership, possession, hiring or use of a vehicle;
- any alleged deliberate or intentional act by **you** unless charges are dismissed or **you** are acquitted.

## COVER 2 – SAFETY PROSECUTIONS WHAT IS COVERED

We will pay **legal costs and expenses you** incur to defend **legal proceedings** being brought against **you** for criminal prosecutions in relation to **your property** under;

- The Furniture and Furnishings (Fire) (Safety) Regulations 1988;
- The Gas Safety (Installation and Use) Regulations 1998;
- The Electrical Equipment (Safety) Regulations 1994;

or any replacement or equivalent Regulations operating within the **territorial limits**.

The cover **we** provide also includes the **legal costs and expenses** of making an appeal.

We will provide this cover as long as;

- **we** have given **our** written agreement;
- the **legal proceedings** are brought within the **territorial limits**;
- **you** have taken reasonable steps to comply with the Regulations and kept evidence of compliance.

## WHAT IS NOT COVERED

We will not pay **legal costs and expenses** arising from or relating to:

- any deliberate or intentional act by **you** or any **employee**;
- any awards of costs against **you** by a **court** following criminal proceedings;
- criminal activities of the **tenant**.



# Section 4 – Tax disputes

## WHAT IS COVERED

We will pay **legal costs and expenses you** incur within the jurisdiction of a **court** that arise from the conduct of **your business**, to defend legal action in respect of;

- entering a response to an in-depth accounts investigation or a full enquiry by HM Revenue and Customs (HMRC) into a self-assessment return. The cover **we** provide also includes responding at any appeal or tribunal hearing.
- entering a response to an examination by HMRC following a compliance inspection to check **your** Tax affairs which arose from and related to an expression of dissatisfaction with **your** PAYE or National Insurance Contributions;
- an appeal against a written VAT decision or assessment issued by HMRC. This includes the review procedure and any VAT Tribunal.

## WHAT IS NOT COVERED

We will not pay **legal costs and expenses** arising from or relating to:

- 1 any tax avoidance scheme undertaken by **you**;
- 2 an enquiry under Section 60 or 61 of the VAT Act 1994 or any enquiry where fraud is suspected such as those carried out by HMRC Special Investigations, or HMRC Criminal Investigations, or carried out under Codes of Practice 8 or 9;
- 3 any investigation or inspection that commenced before the start of this policy;
- 4 any work in connection with the normal reconciliation of annual accounts and VAT returns where such reconciliation has not been undertaken before the dispute or investigation arising;
- 5 **your** actual or alleged misstatement with intent to deceive contained in any relevant **business** books, records or returns. If such intent to deceive is shown **we** shall be entitled to recover any costs incurred;
- 6 any issue of law, practice or procedure not directly connected with the particular investigation, dispute or **legal proceedings** which are the subject of a claim under this policy;
- 7 any investigation or enquiry where the accounts submitted are being investigated solely because earlier books, records or returns have been investigated or are already under investigation;
- 8 disputes where any returns have been submitted in a penalty position except where a return is rendered within six months of the last filing date and HMRC has accepted that there was a reasonable excuse for the delay;
- 9 any criminal prosecution.

# General exclusions

## APPLICABLE FOR SECTION 3, HEALTH & SAFETY AND SECTION 4, TAX DISPUTES

In addition to the exclusions described in What is not covered by Section 3 or Section 4 the insurer shall not be liable for **legal costs and expenses** in respect of;

- 1 any matter to which **we** have not given **our** written consent;
- 2 any claim which **you** do not report to **us** as soon as possible after **you** become aware of the event or later than six (6) months after its occurrence;
- 3 the defence of any civil **legal proceedings** made or brought against **you** arising from any actual or alleged:
  - i death, bodily injury, disease or illness of any person;
  - ii loss, destruction or damage to any property;
  - iii breach of any professional duty;
  - iv breach of any duty owed as a director or officer of any company. This does not apply where the actual or alleged breach relates to taxation disputes and cover is provided under Section 4, Tax Disputes;
- 4 any non-contentious matters (matters not likely to result in **legal proceedings**);
- 5 any **legal costs and expenses** that are in excess of the **standard legal expenses** where **you** have nominated **your** own representative to act as the **legal representative**;
- 6 any **legal proceedings** brought or transferred outside the **territorial limits**;
- 7 any **legal proceedings** where a reasonable estimate of the likely irrecoverable element of any **legal costs and expenses** to be paid would exceed a realistic financial valuation of **your** claim;
- 8 any **legal proceedings** where **you** have been compensated or are entitled to be compensated by any other insurance policy or any policy which **you** are required to hold by law;
- 9 any actual or alleged act, omission or dispute occurring before, or existing before the start date or renewal date of this policy and which **you** knew (or ought reasonably to have known) was likely to give rise to **legal proceedings**;
- 10 any **legal proceedings** arising from:
  - i **your** intentional wrongdoing; or
  - ii an act or omission with reckless disregard as to its consequences;
- 11 any dispute between **you** and any subsidiary, parent, associated or sister company or between shareholders, directors, partners or any other person who is or would be entitled to compensation at **your** request;

# General exclusions

- 12 damages, fines or penalties of any nature incurred by **you** in **legal proceedings**;
- 13 the defence of any **legal proceedings** arising from or relating to any actual or alleged dishonesty, fraud or malicious conduct unless such proceedings are successfully defended;
- 14 the pursuit or defence of a dispute arising out of written or verbal remarks you believe have damaged your reputation;
- 15 the pursuit or defence of any **legal proceedings** relating to patents, copyrights, design rights, moral rights, trade or service marks, registered designs, passing off, trade secrets or confidential information;
- 16 the pursuit or defence of **legal proceedings** between **you** and a central or local government authority concerning the imposition of statutory charges except where an appeal is allowed at law;
- 17 any application for judicial review;
- 18 the defence of any **legal proceedings** arising from or relating to seepage, pollution or contamination of any kind;
- 19 any **legal proceedings** arising directly or indirectly from:
  - i **equipment** failing correctly to recognise data representing a date in such a way that it does not work properly or at all;
  - ii computer viruses, including any program or software which prevents any operating system, computer program or software working properly or at all.

This does not apply to any claim relating to compensation for bodily injury;
- 20 any **legal proceedings** directly or indirectly caused by, contributed to, or arising from:
  - i ionising radiations or contamination by radioactivity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - ii the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

# General conditions

## APPLICABLE TO THE WHOLE POLICY

The following General Conditions apply to all Sections of this policy.

**You** must comply with the General Conditions to have the full protection of **your** policy. If **you** do not comply with them a claim may be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

- **Assignment**

**You** cannot transfer **your** interest in this policy to anyone else without **our** written consent.

- **Automatic renewal**

If **you** pay **your** premium by instalments utilising premium finance facilities offered by **Home & Legacy** **we** will contact **you** or **your** insurance intermediary before **your** policy expires with full details of the premium and terms.

If **you** do not want to renew **your** policy, or do not want to continue to pay **your** premium by instalments **you** will be asked to contact **us** or **your** insurance intermediary before **your** renewal date with clear instructions.

If **you** do not respond to **our** request on or before **your** renewal date **we** will automatically renew **your** policy.

If **we** decide not to renew **your** policy **we** will notify **you** of this in writing before the renewal date.

- **Change of circumstances or information**

If **you** know about any changes that may affect the insurance cover **we** provide under this policy **you** must tell **us** as soon as possible without delay to allow **us** to reassess the likelihood of an insured event occurring and the terms and conditions of **your** policy.

If **we** are not advised of changes in circumstances, this may affect **your** ability to claim under this policy.

If **you** are unsure whether a change in circumstances or changes to any information **you** have previously given **us** may affect **your** insurance cover **you** should contact your insurance intermediary, or if **you** do not have an insurance intermediary, **Home & Legacy**.

The changes **you** must tell **us** about include, but are not limited to:

- **you** changing **your** name;
- **you** changing **your** correspondence address;
- if **you** are convicted of any criminal offences (other than motoring offences) or have any prosecutions pending for any non-motoring criminal offences;
- If **you** have been declared bankrupt or received any court judgments in a personal or a business capacity;
- about any disputes or disagreements with **your tenant**;

# General conditions

- if **you** have not been able to obtain for each **tenant** or each **guarantor** (if required) a satisfactory written **financial reference** or a credit reference and one other satisfactory written reference;

**We** may re-assess **your** cover and premiums when **we** are told about changes in **your** circumstances or information. In some circumstances **we** may not be able to continue **your** policy following the changes. Where this happens **you** will be told and **your** policy will be cancelled.

If **we** decide to cancel **your** policy **you** will be entitled to a refund of the premium paid, subject to a deduction for the time **you** have been covered unless **you** have made a claim, in which case **we** will be entitled to retain the premium due for the period of insurance. The administration charge to cover **Home & Legacy's** costs will not apply.

If **we** decide to cancel **your** policy, this will not prejudice **your** rights in respect of an insured event which occurred before the date of cancellation.

If **you** do not tell **us** about changes, or give **us** incorrect or incomplete information, the wrong terms may be quoted, and **we** may be entitled to reject payment of a claim or a payment could be reduced. In certain circumstances **your** policy might be invalid, and **you** may not be entitled to a refund of premium.

- **Disputes**

Any dispute between **you** and the insurer may be referred to a single arbitrator who shall be either a solicitor or barrister agreed upon by both parties. Failing agreement the arbitrator shall be nominated by the President of the appropriate Law Society, Bar Council or other professional body within the **territorial limits**.

The party against whom the decision is made shall meet the costs of the arbitration in full. If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs. If the decision is made in favour of the insurer, **your** costs shall not be recoverable under this policy.

**You** can still use the complaints procedure shown on page 12 of this policy.

- **Financial sanctions**

**We** will not provide any cover or be liable to make any payment or other benefit under **your** policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the period of insurance **we** may cancel **your** policy immediately by giving **you** written notice at **your** last known address. If **we** cancel **your** policy **we** will refund premiums already paid for the remainder of the current period of insurance, provided no claims have been paid or are outstanding.

- **Fraud**

If **you** or anyone acting on **your** behalf makes any false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, **you** will forfeit all rights under the policy and all cover will cease.

In such circumstances, **we** retain the right to keep the premium paid.

- **Joint and additional insured**

If there are two or more persons named on the policy as insured, either may amend the policy, make a claim, remove an insured or cancel the policy.

- **Our cancellation rights**

**We** may cancel **your** policy if there are grounds to do so by sending **you** fourteen (14) days notice in writing by recorded delivery to **your** last known address.

**We** may cancel **your** policy if:

- **we** are made aware of changes in **your** circumstances or information which mean that it is not possible for **us** to continue to provide cover under this policy;
- **you** fail to meet one or more of the terms and conditions of **your** policy, and if **we** agree with **you** that it is possible for **you** to rectify such breach(es), where **you** have not fully complied within the time period **we** specify to **you** in writing;
- any additional terms and conditions which **we** set out as a requirement for providing **your** insurance cover, by including an endorsement to **your** policy, where such additional terms and conditions have not been complied with; or where **we** have given **you** time to comply with the terms and conditions, if they have not been complied with within the time period **we** specified;
- if **we** discover that **you** misrepresented information or facts **you** gave us for the purpose of providing the insurance cover under **your** policy, for example, if **you** gave us information that **you** knew to be untrue; or incomplete and if **we** had been made aware of such information it would have led to **us** not entering into the insurance contract in the first place.

If **we** cancel **your** policy **you** will be entitled to a refund of the premium paid, subject to a deduction for the time **you** have been covered unless **you** have made a claim or an event has occurred which could result in a claim, in which case **we** will be entitled to retain the premium due for the period of insurance.

If **we** cancel **your** policy the administration charge to cover **Home & Legacy's** costs will not apply.

If **we** exercise the right to cancel **your** policy, this will not prejudice **your** rights in respect of an insured event which occurred before the date of cancellation.

**We** also reserve the right to terminate **your** policy in the event that there is a default in instalment payments due under any linked loan agreement by sending **you** fourteen (14) days notice in writing to **your** last known address.

- **Our rights following a claim**

If **you** have the right to recover all or part of any payment **we** have made under any section of this policy **we** may take over proceedings in **your** name, at **our** expense, to recover for **our** benefit the amount of any payment we have made. **You** must give **us** all the assistance reasonably required to do this.

**We** may also take over and deal with in **your** name the defence or settlement of any claim.

# General conditions

- **Premium payment**

**We** will not make any payment under this policy unless **you** have paid the premium.

- **Record keeping** (applies for Section 4)

**You** must take all reasonable care in keeping **business** books, records and accounts. Tax returns are to be submitted without undue delay and accounts and related taxation computations are to be submitted to the proper government department within the statutory period laid down at the end of the relevant period of account.

- **Third party rights**

A person who is not a party to the insurance provided under this policy has no right under the Contract (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this policy but this does not affect any right or remedy of any third party which exists or which is available apart from the Act.

# Claims settlement conditions

## CLAIMS SETTLEMENT CONDITIONS APPLICABLE FOR SECTION 1 – LANDLORD LEGAL EXPENSES

**You** must keep to the following Claims Settlement Conditions to have the full protection of Section 1, Landlord Legal Expenses.

If **you** do not, if the Claims Settlement Condition **you** have not kept to relates to a claim **you** have made **we** may refuse or withdraw from the claim.

### Action you must take

**You** must:

- 1 notify **Home & Legacy** no later than sixty (60) days after becoming aware an event or any circumstances that may result in a claim;
- 2 complete a claim form (if requested) and supply the following and any other documentation **we** may request from **you** at a later date:
  - copy of the **tenancy agreement** and **guarantor** covenant (if applicable);
  - copy of the **rent** schedule detailing the **rent** due and the dates any **rent** payments were received;
  - copy of all references and if applicable other supporting documentation such as proof of residency obtained by **you** for the **tenant** and **guarantor** (if applicable) before the start of the **tenancy agreement**;
  - copy of any correspondence with the **tenant** in connection with **rent** arrears; and
  - if **your** claim relates to an event which occurs within the first thirty (30) days of the cover start date and there was an existing **tenancy agreement** in place, a copy of **your** previous insurance certificate or policy schedule;
- 3 contact or make arrangements for **your agent** to contact the **tenant** if they have not paid **you** or **your agent** **rent** due within seven (7) days of the **rent** due date to establish the reason why;
- 4 contact or make arrangements for **your agent** to contact the **tenant** again if **rent** due remains unpaid fourteen (14) days after the **rent** due date and to notify **Home & Legacy** of the situation;
- 5 notify **Home & Legacy** without delay if **you** or **your agent** receives payment or part payment of **rent** due from the tenant or the **guarantor** at any time after **you** have notified **Home & Legacy**;
- 6 let **us** instruct a **legal representative** to take action to gain **vacant possession** of **your property**;
- 7 prepare or arrange for **your agent** or an inventory clerk to prepare the following as soon as **vacant possession** of **your property** is obtained:
  - a detailed inventory of the contents and condition of **your property**;
  - a schedule of any damage, if applicable;



# Claims settlement conditions

- 8 accept that any decision over the allocation of the **tenancy deposit** made by the administrator of the **tenancy deposit scheme**, or in the event of a dispute, the appointed adjudicator for the **tenancy deposit scheme** will be final and binding;
- 9 provide **Home & Legacy** with written details of the allocation of the **tenancy deposit** and agree that any balance of the tenancy deposit remaining will be forwarded to **us** if it required to reduce any **legal costs and expenses we** have incurred;
- 10 accept that **we** have the right, at **our** discretion to pursue the recovery of any **legal costs and expenses we** have paid, by taking legal action against the **tenant** or their **guarantor** in **your** name, and agreeing to assist **us** if requested;
- 11 agree to attend or for **your agent** to attend any court hearing at **your** expense after **vacant possession** of **your property** has been obtained to seek money judgment orders, if required;
- 12 accept that if **we** make a recovery from the **tenant** or their **guarantor** after taking legal action against them that any amounts received will be used to reduce outlay **we** have incurred for **legal costs and expenses**, after which, if any balance is remaining, it will be paid to **you**.

**CLAIMS  
SETTLEMENT  
CONDITIONS  
APPLICABLE FOR  
SECTION 3 –  
HEALTH & SAFETY  
AND SECTION 4  
-TAX DISPUTES**

**You** must keep to the following Claims Settlement Conditions to have the full protection of Section 3 and Section 4.

**1 Appeal procedure**

**Our** consent must be obtained if **you** wish to appeal against the judgment of a **court**. A written application must be submitted to **us** at least ten (10) working days before the final date for lodging the appeal. The application must state the reasons for bringing the appeal. **We** will inform **you** of **our** decision.

**You** must co-operate in an appeal against the judgment of a **court** at **our** request.

**2 Conduct of legal proceedings**

**a) Nomination of the legal representative**

i In respect of any and all claims where the insurer may be liable to pay an award of compensation, **we** have the right to choose the **legal representative**.

ii In respect of all other claims covered by the policy:

At the point where **court** papers need to be issued (or have been received), or where there is a conflict of interest, **you** are free to choose a suitably qualified **legal representative**.

Where **you** have selected a **legal representative** of your own choice then, **we** will only pay **standard legal expenses**. Any amount in excess of the **standard legal expenses** will be **your** responsibility.

In selecting the **legal representative you** shall have a duty to minimise the cost of **legal proceedings**.

**We** may choose not to accept a **legal representative** chosen by **you**. If this occurs **we** will explain why. If there is a disagreement over the choice of **legal representative** in these circumstances, **you** may choose another suitably qualified person and submit the name of that person to **us** for consideration. If **we** cannot agree on a **legal representative** or whether **legal proceedings** are necessary **you** can take the matter to an independent arbitrator. The arbitration process is set out in the General Condition 'Disputes', on page 28.

In all circumstances except those described in 2 a) ii above, **we** shall choose a **legal representative** to act on **your** behalf.

If **your** choice of **legal representative** has to undertake work to familiarise themselves with the work already undertaken on the case, **we** will not pay for this work to be done.

- iii In the period before **we** agree that **legal proceedings** are necessary **we** reserve the right to seek to obtain a settlement on **your** behalf. The settlement will be subject to **your** agreement, which **you** will not unreasonably refuse.

Any **legal representative** is appointed in **your** name to act for **you**.

b) **All information to be given to the legal representative**

The **legal representative** must be given all information and assistance required. This must include a complete and truthful account of the facts of the case and all relevant documentary or other evidence in **your** possession. **You** must obtain or execute all documents as may be necessary and attend any meetings or conferences when requested. **You** owe the same obligations to **us** as to the **legal representative**.

c) **Access to the legal representative**

**We** are entitled to obtain from **your legal representative** any information, documents, or advice relating to a claim under Section 3 or Section 4 of this policy, whether or not privileged. On request **you** will give any instructions necessary to ensure such access.

d) **Instruction of counsel or appointment of expert witnesses**

If the **legal representative** wishes to instruct counsel or appoint expert witnesses **we** will not unreasonably withhold our consent. The names of counsel or the expert witnesses must be submitted to **us** together with an explanation of the necessity for such action.

e) **Where a claim for the amount in dispute is unlikely to exceed the small claims track limit**

Where a claim for the amount in dispute is unlikely to exceed the small claims track limit **we** may carry out our own investigation and may attempt to negotiate a settlement. **You** will not unreasonably withhold agreement to any such settlement.

# Claims settlement conditions

f) **Our right to pay you instead of paying legal costs and expenses**

**We** may elect to pay **you** a reasonable sum not exceeding the realistic estimated value of any claim instead of paying any **legal costs and expenses**. Such a decision will be entirely at **our** discretion and will be in full and final settlement of **your** claim.

g) **Offer of settlement**

**You** must inform **us** in writing as soon as an offer to settle **legal proceedings** is received or a payment into **court** is made. **You** will not unreasonably withhold consent to the **legal representative** making an offer to settle the **legal proceedings**.

**You** must not enter or offer to enter into any agreement to settle without **our** prior written consent. Any such agreement must take into account the insurers interest in the recovery of costs.

If **you** unreasonably withhold agreement to a settlement **we** reserve the right to withdraw **our** support.

h) **Withdrawal by you**

Where the insurer has paid for **legal costs and expenses** and **you** withdraw from the **legal proceedings** without **our** agreement, the insurer shall be entitled to reimbursement of all **legal costs and expenses** paid.

i) **Payment of legal costs and expenses**

All bills relating to any **legal proceedings** which **you** receive from the **legal representative** should be forwarded to **us** without delay.

Bills must be certified by **you** to the effect that the charges have been properly incurred and that **we** are authorised to settle on **your** behalf. Gross sum bills must be accompanied by a breakdown setting out the work done and rates applied.

If requested **you** must ask the **legal representative** to submit the bill of costs for assessment or certification by the appropriate Law Society or **court** in accordance with the provisions of the Solicitors Act 1974 and/or the Solicitors Remuneration Order 1994.

The provision of cover for any **legal costs and expenses** does not imply that all **legal costs and expenses** will be paid. If **you** are in doubt **we** should be consulted.

**You** must not, without **our** written consent, enter into any agreement with the **legal representative** as to the payment of **legal costs and expenses**.

j) **Recovery of costs and expenses**

**You**, through the **legal representative**, shall be responsible for the repayment to **us** of any:

- i award of costs made in favour of **you**; or
- ii costs agreed to be paid to **you** as part of any settlement.

When the total amount of **legal costs and expenses** incurred is within the limit of cover, **you** and **us** will share any **legal costs and expenses** that are recovered according to the proportion paid.

Where the total cost of the legal action exceeds the limit of cover **you** and the insurer shall have priority over any other parties with an interest in any costs recovery. **You** and insurer shall share such recovery according to the proportion paid, subject to **our** right of recovery being restricted to the limit of cover.

### 3 Consent

**Our** consent to pay **legal costs and expenses** must be obtained in writing. **Legal costs and expenses** incurred before such consent is given will not be covered. Consent will be given if **you** can satisfy **us** that:

- a) there are **reasonable prospects of successfully** pursuing or defending the **legal proceedings**; and
- b) it is reasonable in all the specific circumstances of the case for **legal costs and expenses** to be provided.

In circumstances where **we** have chosen a **legal representative** to act on **your** behalf **we** will pay **legal costs and expenses** incurred for providing the initial assessment of the claim irrespective of the **prospects of success** or whether the claim is covered under this policy.

Where **you** have chosen **your** own **legal representative** any **legal costs and expenses** incurred in providing initial assessment shall only be covered once **we** are satisfied that there are **reasonable prospects of successfully** pursuing or defending the **legal proceedings** and the claim is covered under all other terms and conditions of this policy.

The decision to grant consent will take into account the advice of **your legal representative** as well as that of **our** own advisers. **We** may require, at **your** expense, an opinion of Counsel on the merits of the **legal proceedings**. If the claim is subsequently admitted **your** costs in obtaining such an opinion and providing such advice will be covered under this insurance.

During the course of **legal proceedings** if **you** no longer satisfy Consent conditions 3 a) and/or 3 b) above then the insurer may withdraw from the claim.

If **you** decide to commence or continue **legal proceedings** for which **we** have denied support under Claims Settlement Condition 3 a) and it is successful, **we** will pay **legal costs and expenses** as if **we** had given **our** consent in the first instance.

# Claims settlement conditions

## 4 **Insolvency**

If **you** become insolvent when a claim is notified to **us** or become insolvent during the course of any **legal proceedings**, to which the insurer has given support, the insurer has the right to refuse to admit or immediately to withdraw its support from a claim. **You** shall be deemed insolvent upon the appointment of an office-holder within the meaning given by section 233 (1) or 372 (1) of the Insolvency Act 1986.

## 5 **Minimising claims or legal proceedings**

**You** must take all reasonable measures to minimise the risk or likelihood of claims, and the cost of **legal proceedings**. This includes, but is not limited to, **you** and any agent or **your legal representative** complying with any pre-action, costs or other protocol that applies to any **legal proceedings** which form the basis of a claim under this policy.

## 6 **Notification of claims**

**We** must be notified in writing immediately **you** are aware of any actual or alleged act, omission or dispute which has given or may give rise to any **legal proceedings** involving **you**.

## CONTACT

For further information about Home & Legacy Landlord's Legal Expenses cover please contact your insurance intermediary or call Home & Legacy on: 0344 893 8360. We also offer outstanding high value cover for owner-occupied homes.

Visit our website at [www.homeandlegacy.co.uk](http://www.homeandlegacy.co.uk)



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Please note that telephone calls may be recorded for our joint protection, training and/or monitoring purposes.

