

Please read this information carefully and keep it safe with your policy documents

We have made significant changes to the Landlord's Legal Expenses policy wording. Due to the extent of the changes, we have summarised them below. **We are providing you with a copy of the latest version of policy wording, please read it carefully to ensure it meets your needs.**

THE INSURER

Your policy is now underwritten by Markel International Insurance Company Limited trading as Markel Legal Expenses Insurance, 20 Fenchurch Street, London EC3M 3AZ.

THE POLICY WORDING

The policy wording includes a number of paragraphs to provide you with important information that applies to the whole of the policy. This includes:

- Special or unusual conditions and terms (see below for further information)
- How to contact us about your insurance policy
- Things you must do – your obligations to ensure your cover is/ remains valid
- Defined terms – the meaning of important words and phrases used
- Claims conditions – conditions that must be complied with for your cover to be provided
- What is not covered by this policy
- Important information – other conditions that apply and general information such as how your personal information is used and how to make a complaint

Your policy is made up of several sections and parts. Each section and part of the policy wording describes the cover provided and then what is not covered. The sections and parts relevant for your cover will be shown on your policy schedule along with any excess applicable. The order of the sections and parts has changed from the last version of your policy wording as described below:

Section 1 – Landlord Legal Expenses

- Part 1 – Property and landlord and tenant disputes
 - A) Property disputes – trespass, damage, nuisance or rights of way
 - B) Disputes with your tenants
 - C) Eviction
 - D) Witness attendance allowance
- Part 2 – Alternative accommodation

Section 2 – Identity Theft

Section 3 – Health & Safety Defence

- A) Interview under caution
- B) Prosecution defence

Section 4 – Regulatory Compliance

Section 5 – Tax Protection

- A) Aspect enquiry – £1,000 excess will apply
- B) Full enquiry
- C) National Insurance and PAYE Disputes
- D) Current Tax Year Enquiry
- E) VAT disputes

WHEN TO NOTIFY US OF A CLAIM

Your policy will only cover claims that you tell us about during your period of insurance, except under Section 1 for Part 1, B) Disputes with your tenant where claims must be notified to us within 30 days of the end of your period of insurance:

CLAIMS CONDITIONS

There are a series of steps that need to be followed to successfully make a claim under this policy and these are described as the claims conditions. They are set out fully in the policy wording as described below:

- How and when to make a claim
- When we will agree to cover your claim
- Settlements
- Co-operation
- Recovery of costs
- Payment of costs
- Appeals
- Instruction and choice of your representative, counsel and experts

SPECIAL OR UNUSUAL CONDITIONS AND TERMS OF THIS POLICY

Your policy comes with some important conditions and terms that you need to be aware of:

PROSPECTS OF SUCCESS

We will make a decision on whether to cover your claim based on a legal opinion from the representative appointed (and any professional advice that Home & Legacy regard necessary) on whether there is at least a 51% chance of:

- Successfully pursuing your case and securing a legal and/or financial remedy
- Not being found liable in a civil (not criminal) case against you
- Being found not guilty in the defence of a criminal prosecution
- Securing a significant reduction of your punishment or fine if pleading guilty in a criminal prosecution
- Successfully appealing the decision of the relevant authority.

If there is 50% or less chance of the above we will not provide cover.

EVICITION OF A TENANT

To evict the tenant a valid statutory notice must be issued to the tenant informing them that you are seeking possession of your property.

TENANT REFERENCE

All tenants (and guarantors, if applicable) must pass the required referencing checks no more than 60 days before the start of the tenancy agreement.

THINGS YOU MUST DO

You must comply with the following conditions, otherwise your claim may not be paid or any payment could be reduced. You must:

- Pay the premium for your policy
- Provide us with a truthful account of your circumstances and any extra information we ask for, to underwrite your policy and assess your claim
- Tell us as soon as possible if there is a change in your circumstances such as:
 - Any change of tenant
 - Any change of ownership of your business
 - If your business is involved in a merger or the acquisition of another business
 - 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 placed into liquidation, receivership, administration or bankruptcy, entered into a voluntary arrangement or deed or received any Court judgments in a personal or a business capacity
 - Any change in your business description
- Take all reasonable steps to avoid and prevent legal proceedings, tax investigations and disputes
- Minimise the cost and effect of any claim by taking all reasonable steps to avoid unnecessary expense
- Follow the Claims Conditions of your policy.

If you do not meet your part of the agreement we may:

- Not cover all or part of your claim and we may recover any payments already made
- Increase your premium or change the terms of your policy
- Cancel your policy and treat it as though it did not exist to begin with.