



# Landlords' Legal Expenses Insurance Policy Summary

## Introduction

Some important facts about *Your* insurance 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 ensure *You* fully understand the cover provided.

## Insurer

This insurance policy has been arranged by Vantage Protect Ltd and is underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. Vantage Protect Ltd and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority. Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority.

## Type of insurance and cover provided

This policy provides cover for representation in the event of a legal dispute occurring in relation to the following:

Policy Section	This Policy Will Cover	This Policy Will Not Cover
Section 1. Property legal disputes	<p>Legal expenses incurred in disputes over:</p> <ul style="list-style-type: none"><li>• The physical possession of the property</li><li>• The actual or alleged dilapidations to the property subject to the amount in dispute being in excess of £1,000 and any legal expenses being limited to 75% of the amount in dispute</li><li>• Actual or alleged nuisance emanating from the residential property</li><li>• Non-payment of service charges due by a tenant provided that the amount in dispute is in excess of £1,000 and any legal expenses being limited to 75% of the amount in dispute</li><li>• The letting of property owned by you provided that the amount in dispute is more than £1,000</li><li>• A tenant's or other third parties' alleged or actual negligent act or omission, nuisance, trespass or criminal damage relating to the property which causes or could cause physical damage or pecuniary loss</li><li>• Infringement of your legal rights or the legal rights of a tenant or other third party by you arising out of or relating to the rightful occupation or ownership of the property by you</li><li>• A contract entered into by you for the sale or purchase of the property excluding any dispute that you may personally have arising from or relating to the breakdown of a marriage or quasi-marital relationship.</li></ul>	<ul style="list-style-type: none"><li>• Rent, tax planning or building regulations or decisions or compulsory purchase orders or any actual, planned or proposed works by or under the order of any government or public or local authority</li><li>• The negotiation review or renewal of a tenancy agreement</li><li>• Any actual or alleged harassment of you or a tenant</li><li>• Disputes over subsidence or heave howsoever caused</li><li>• A contract dispute other than where the contract is a tenancy agreement</li><li>• Any planning application review or decision</li><li>• Legal expenses incurred without the prior written consent of the insurer</li><li>• An event or circumstance which occurred prior to or which existed at inception of cover</li><li>• Any claim in respect of Sections 1 and 3 where you have not obtained a positive personal reference in respect of the tenant</li><li>• Any claim in respect of Section 2 where the tenant has not passed a credit reference check undertaken by a licensed credit reference agency</li><li>• The appointment of a High Court Sheriff, or any costs other than authorised bailiff's fees in respect of any claim relating to the removal of unauthorised occupants from the property</li></ul>

<b>Section 2. Rent recovery</b>	<p>The recovery of an undisputed debt for rent unpaid by a tenant provided that:</p> <ul style="list-style-type: none"> <li>• The amount in dispute exceeds £1,000</li> <li>• All rent debt recovery cases are notified to the insurer within 45 days of the due date of the unpaid rent payment, which causes the total amount of unpaid rent to exceed the £1,000 minimum amount in dispute</li> <li>• All of your normal credit control procedures have been exhausted</li> <li>• The insurer selects the most appropriate means of recovery</li> <li>• No more than two separate rent debt recoveries will be pursued for any one tenant</li> </ul>	
<b>Section 3. Attendance expenses</b>	<p>The actual loss of salary or wages you or any of your directors, partners or employees or your letting managing agent, for up to £100 per person per day to a maximum of £1,000 any one claim, for the time off work to attend any court or tribunal hearing as a:</p> <ul style="list-style-type: none"> <li>• witness for you at the request of the appointed representative</li> <li>• defendant in legal proceedings for which the Insurer has accepted the claim provided that such salary or wages are not recoverable from the relevant court or tribunal.</li> </ul>	
<p>All sections of cover are provided that you will suffer financial loss if you fail to pursue or defend the claim or legal proceedings.</p>		

### Limit of indemnity

£50,000 any one claim and in the aggregate for all claims notified in any one period of insurance.

### Excess

Standard excess: Nil

### Duration of cover

This policy will expire one calendar year from the date it was issued.

### Cancellation right

If *You* decide that for any reason, this Policy does not meet *Your* insurance needs then please return it to Vantage Protect Ltd within 14 days from the day of purchase or the day on which *You* receive *Your* policy documentation, whichever is the later. On the condition that no claims have been made or are pending, *We* will then refund *Your* premium in full.

Thereafter *You* may cancel the insurance cover at any time by informing Vantage Protect Ltd however no refund of premium will be payable.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to *You* at *Your* last known address. Valid reasons may include but are not limited to:

- a) Where *We* reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) *You* have not taken reasonable care to provide complete and accurate answers to the questions *We* ask.

If *We* cancel the policy and/or any additional covers *You* will receive a refund of any premiums *You* have paid for the cancelled cover, less a proportionate deduction for the time *We* have provided cover.

Where *Our* investigations provide evidence of fraud or misrepresentation, *We* may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when *You* provided *Your* administrator / *Your* agent with incomplete or inaccurate information. This may result in *Your* policy being cancelled from the date *You* originally took it out and *We* will be entitled to keep the premium.

If *Your* policy is cancelled because of fraud or misrepresentation, this may affect *Your* eligibility for insurance with *Us*, as well as other insurers, in the future.

## **Making a claim**

---

Claims should be notified to Vantage Protect on the telephone advice line or in writing to:

Claims Department  
Vantage Protect Ltd  
Windsor House  
Troon Way Business Centre  
Humberstone Lane  
Thurmaston  
Leicestershire  
LE4 9HA

Telephone: 01455 852100  
Email: [claims@vantageprotect.com](mailto:claims@vantageprotect.com)

## **How to make a complaint**

---

It is the intention to give *You* the best possible service but if *You* do have any questions or concerns about this insurance or the handling of a claim *You* should follow the Complaints Procedure below:

1. Complaints regarding the sale of the policy:  
Please contact *Your* agent who arranged the Insurance on *Your* behalf.

2. Complaints regarding claims:  
Please contact in the first instance:

The Nominated Complaints Handler  
Vantage Protect Ltd  
Windsor House  
Troon Way Business Centre  
Humberstone Lane  
Thurmaston  
Leicestershire  
LE4 9HA

Tel: 01455 852050  
Email: [feedback@vantageprotect.com](mailto:feedback@vantageprotect.com)

If it is not possible to reach an agreement, *You* have the right to make an appeal to the Financial Ombudsman Service. This also applies if *You* are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. *You* may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Tel: 0300 123 9 123 or 0800 023 4 567  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: <http://www.financial-ombudsman.org.uk/>

The above complaints procedure is in addition to *Your* statutory rights as a consumer. For further information about *Your* statutory rights contact *Your* local authority Trading Standards Service or Citizens Advice Bureau.

If *You* have purchased the insurance policy online, *You* may also raise *Your* complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward *Your* complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling *Your* complaint than if *You* contact the Financial Ombudsman Service directly.

---

## Financial Services Compensation Scheme

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). *You* may be entitled to compensation from the scheme if Great Lakes Insurance SE cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. *You* can get more information about compensation scheme arrangements from the FSCS by visiting [www.fscs.org.uk](http://www.fscs.org.uk) or call *Us* on 0800 678 1100 or 020 7741 4100

---

## Governing Law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which *Your* main residence is situated.

---

## Consumer Insurance Act

*You* are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to supply accurate and complete answers to all questions and to make sure that all information supplied to *Us* is true and correct. *You* must tell *Us* of any changes to the answers *You* have given as soon as possible. Failure to advise *Us* of any change to *Your* answers may mean that *Your* policy is invalid and that it does not operate in the event of a claim.