

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 Qdos Broker & Underwriting Services Limited 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. Qdos Broker & Underwriting Services Limited 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.

Telephone advice line

You have telephone access to Qdos consultants who are available to assist you with practical advice on a range of legal matters. The service is available weekdays between 9:00am to 5:30pm. The telephone number to access this service can be found on your policy schedule.

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	 Legal expenses incurred in disputes over: The physical possession of the property 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 Actual or alleged nuisance emanating from the residential property 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 The letting of property owned by you provided that the amount in dispute is more than £1,000 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 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 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. 	 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 The negotiation review or renewal of a tenancy agreement Any actual or alleged harassment of you or a tenant Disputes over subsidence or heave howsoever caused A contract dispute other than where the contract is a tenancy agreement Any planning application review or decision Legal expenses incurred without the prior written consent of the insurer An event or circumstance which occurred prior to or which existed at inception of cover Any claim in respect of Sections 1 and 3 where you have not obtained a positive personal reference in respect of the tenant Any claim in respect of Section 2 where the tenant has not passed a credit reference check undertaken by a licensed credit reference agency 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.

Policy Section	This policy will cover	This policy will not cover
Section 2. Rent recovery	The recovery of an undisputed debt for rent unpaid by a tenant provided that:	
	 The amount in dispute exceeds £1,000 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 All of your normal credit control procedures have been exhausted The insurer selects the most appropriate means of recovery No more than two separate rent debt recoveries will be pursued for any one tenant. 	
Section 3. Attendance expenses	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:	
	 witness for you at the request of the appointed representative 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. 	

All sections of cover are provided that you will suffer financial loss if you fail to pursue or defend the claim or legal proceedings.

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 Qdos Broker & Underwriting Services Limited 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 Qdos Broker & Underwriting Services Limited 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 guestions we ask.

Where our investigations provide evidence of fraud or a serious non-disclosure, we may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when you provided us with incomplete or inaccurate information, which may result in your policy being cancelled from the date you originally took it out.

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, unless the reason for cancellation is fraud and/or we are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

Making a claim

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

Claims Department Qdos Broker & Underwriting Services Limited Windsor House Troon Way Business Centre Humberstone Lane Thurmaston

Leicestershire Telephone: 01455 852100

LE4 9HA Email: qdosclaims@qdosunderwriting.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 Qdos Broker & Underwriting Services Limited Windsor House Troon Way Business Centre Humberstone Lane Thurmaston Leicestershire LE4 9HA

Tel: 01455 852050

Email: feedback@qdosunderwriting.com

If your complaint in either case cannot be resolved by the end of the third working day it may be referred to the underwriters of this policy UK General Insurance Limited on behalf of Great Lakes Insurance SE at Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ, email: customerrelations@ukgeneral.co.uk. Tel: 0345 218 2685

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 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.

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 or call Us on 0800 678 1100 or 020 7741 4100.

Data Protection Act

Please note that any information provided to us will be processed by us and our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

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.