

Landlords Legal Expenses

Insurance Product Information Document

Company: Vantage Protect Limited

Product: Rent Guarantee (Standard)

This document is a summary of cover highlighting the main features and benefits as well as the general conditions and exclusions of this policy. Full terms and conditions can be found in the policy wording. You will also receive a policy schedule showing the specific details of your policy and the cover(s) you have selected. Please take some time to read the policy documents when you receive them. It is important that you tell us as soon as possible if any of the information is incorrect.

What is this type of Insurance?

The insurer will indemnify you in respect of legal expenses incurred in the event of a legal dispute in relation to the insured property and indemnity for unpaid rent.



What is insured?

Property Disputes

- ✓ Possession of the insured property;
- ✓ Dilapidations to the insured property;
- ✓ Nuisance emanating from the insured property;
- ✓ Non-payment of service charges;
- ✓ Letting the insured property (where this is in compliance with the Housing Acts);
- ✓ The sale or purchase of the insured property (unless relating to the breakdown in the Insureds marriage, civil partnership or quasi-marital relationship).

Rent Guarantee

- ✓ You are covered for rent arrears owed by the tenant under the tenancy agreement where an insured event has occurred and you are, where appropriate, pursuing proceedings under this Policy.

Attendance Expenses

- ✓ 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; or 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.



What is not insured?

- ✗ Disputes arising during the first 90 days of the first period of insurance, unless it can be evidenced that the insured previously held comparable legal expenses cover with another insurer immediately prior to inception of this Policy;
- ✗ 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;
- ✗ Claims for rent guarantee which are not reported to Vantage Protect within 60 days of the date on which they occur;
- ✗ Claims for rent guarantee which occur within the first 90 days of the period of insurance where the tenancy agreement commenced more than 14 days before the period of insurance;
- ✗ 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.
- ✗ Claims where the insured is able to recover salary or wages from the relevant court or tribunal.



Are there any restrictions on cover?

- ! £25,000 in aggregate for all legal expenses claims notified during the period of insurance.
- ! The insured will be responsible for the first month's rent (not applicable if nil excess selected), for any one claim for rent guarantee
- ! In respect of dilapidations and service charges the amount in dispute must exceed £1,000 and legal expenses will be limited to 75% of the amount in dispute.
- ! In respect of disputes over letting, the amount in dispute must exceed £1,000.
- ! All rent guarantee cases are to be notified to the insurer within 60 days of the date of the rent first being in arrears. Rent arrears must be greater than £250 before a claim can be made;
- ! The maximum rent payable per claim is £25,000 or the equivalent of 12 months rent, whichever is the lesser amount.
- ! The insured property must be residential and remain solely for residential use.
- ! The tenant must be aged 18 years or over.
- ! You or your agent must not allow the tenant into possession of the insured property until the tenancy agreement has been signed by all parties, a tenant reference has been obtained, all necessary statutory pre-grant notices to the tenant have been issued, the first month's rent and the deposit have been received in cash or cleared funds and the dilapidations inventory has been signed by the tenant;
- ! During the tenancy agreement you or your agent must keep full and up to date rental records and not allow the tenancy agreement to be transferred to any other individual or organisation.



Where am I covered?

The policy provides cover within the territorial limits of the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.



What are my obligations?

You must provide full and accurate information to all questions asked. Your answers must be true to the best of your knowledge and belief. Your answers will form part of the statement of facts on which your policy will be based. If you become aware that information you have given us is inaccurate or has changed, you must inform us as soon as possible. Failure to do this may invalidate your policy and claims may not be paid.



When and how do I pay?

Your broker will confirm the premium payment options that are available to you, before cover is bound.



When does the cover start and end?

Your cover will start and end on the dates stated in your policy documents.



How do I cancel the contract?

If you decide that for any reason, this policy does not meet your insurance needs then please return it within 14 days from the date 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, the premium will be refunded in full. If you wish to cancel after the 14 day cooling off period, please contact the organisation from whom you bought your policy.

Your Insurer

This insurance 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.

UK General Insurance Limited is 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. This can be checked on the Financial Services Register at <https://register.fca.org.uk>.

Making a claim

If you need to make a claim, please contact us as soon as possible in one of the following ways;

- Calling us on 01455 852100
- Emailing us at claims@vantageprotect.com
- Writing to us at:
Claims Department
Vantage Protect Limited
Windsor House
Troon Way Business Centre
Humberstone Lane
Thurmaston
Leicestershire
LE4 9HA

On all correspondence please tell us you have a Vantage Protect Landlords Legal Expenses policy and provide the reference number shown in the policy wording along with the unique policy number from your policy certificate. This will help us to validate your policy details and deal with your claim as quickly as possible.

Complaints

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:

Complaints regarding the SALE OF THE POLICY

Please contact your agent who arranged the Insurance on Your behalf.

Complaints regarding CLAIMS

The Nominated Complaints Handler

Vantage Protect Limited

Windsor House

Troon Way Business Centre

Humberstone Lane

Thurmaston

Leicestershire

LE4 9HA

Tel: 01455 852050

Email: feedback@vantageprotect.com

On all correspondence please tell us you are insured by Vantage Protect and provide the reference number shown in the policy wording along with the unique policy number from your policy schedule. This will help us to validate your policy details and deal with your query as quickly as possible.

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 up to €2million and fewer than ten employees. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service

Exchange Tower, London E14 9SR

Tel: 0800 023 4 567 or 0300 123 9 123

Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to your statutory rights as a consumer.

What happens if we can't meet our liabilities?

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if it 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 or visit www.fscs.org.uk.