



RENTSAFE LETTING AGENTS

RENT AND LEGAL PROTECTION

POLICY WORDING



FIRST FOR JUSTICE

HELPLINE SERVICES

We provide these services 24 hours a day, seven days a week during the **period of insurance**. All helplines apply to the United Kingdom of Great Britain and Northern Ireland unless otherwise stated. To help **us** check and improve **our** service standards, **we** record all calls except those to the counselling service.

When phoning, please tell **us your** policy number or the name of the insurance broker or company who sold **you or your landlord** this policy. Please do not phone **us** to report a general insurance claim.

To get help from **DAS**, phone **us** on **0117 934 0553**.

LEGAL ADVICE

We will give **you or your landlord** confidential legal advice over the phone on any commercial legal problem, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway. **We** may send information to legal advisors in these countries.

TAX ADVICE

We will give **you or your landlord** confidential advice over the phone on personal tax matters.

DOMESTIC ASSISTANCE

We will arrange help or repairs needed if **you or your landlord** have a domestic emergency in **the property**, such as a burst pipe, blocked drain, broken window or building damage. **We** will ask a contractor to help, but **you or your landlord** must pay the contractor's costs including any call-out charges.

COUNSELLING

We will provide **you or your landlord** with a confidential counselling service over the phone, including, where appropriate, onward referral to relevant voluntary or professional services.

To contact the counselling helpline, phone **us** on **0117 934 2121**.

We will not accept responsibility if the Helpline Services fail for reasons **we** cannot control. By using these services **you or your landlord** are agreeing to **us** recording **your** or their call.

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WELCOME TO RENT AND LEGAL PROTECTION

Thank **you** for purchasing a Rent And Legal Protection policy. DAS Legal Expenses Insurance Company (**DAS**) is the underwriter and provides the legal protection insurance under **your** policy. The legal advice service is provided by DAS Law Limited and/or a law firm chosen by DAS. As a DAS policyholder, **you** are now protected by Europe's leading legal expenses insurer. To make sure **you** get the most from **your** DAS cover, please take time to read this policy which explains the contract between **you** and **us**. If **you** have any questions or would like more information, please contact **01934 645 237**.

HOW WE CAN HELP

To make a claim under **your** policy please phone **us (DAS)** directly on **0117 934 0553**. **We** will ask **you** about **your** legal dispute and if necessary call **you** back at an agreed time to give **you** legal advice. If **your** dispute needs to be dealt with as a claim under this policy, **we** will give **you** a claim reference number. At this point **we** will not be able to tell **you** whether **you** are covered but **we** will pass the information **you** have given **us** to **our** claims-handling teams and explain what to do next.

If **you** prefer to report **your** claim in writing, **you** can send it to **our** Claims Department at the following address: **Claims Department | DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH**

You may prefer to email **your** claim to **us** at **newclaims@das.co.uk**

Once a claim has been set up, the Policyholder may choose to delegate claims handling responsibility to the landlord at their discretion.

WHEN WE CANNOT HELP

Please do not ask for help from a lawyer or anyone else before **we** have agreed. If **you** do, **we** will not pay the costs involved even if **we** accept the claim.

DATA PROTECTION

To provide and administer the legal advice service and legal expenses insurance **we** must process **your** personal data (including sensitive personal data) that **we** collect from **you** in accordance with **our** Privacy Policy.

To do so, **we** may need to send **your** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers or members of the **DAS** UK Group. To give **you** legal advice, **we** may have to send information outside the European Economic Area.

In doing this, **we** will comply with the Data Protection Act 1998. Unless required by law or by a professional body, **we** will not disclose **your** personal data to any other person or organisation without **your** written consent.

For any questions or comments, or requests to see a copy of the information **we** hold about **you**, please write to the Group Data Protection Controller at **our DAS** Head Office address – please see below.

HOW TO MAKE A COMPLAINT

We always aim to give **you** a high quality service. If **you** think **we** have let **you** down, please write to **our** Customer Relations Department at **our DAS** Head Office address – please see below.

Or **you** can phone **us** on **0844 893 9013** or email **us** at customerrelations@das.co.uk. Details of **our** internal complaint-handling procedures are available on request.

If **you** are still not satisfied, **you** can contact the Insurance Division of the Financial Ombudsman Service at: **Exchange Tower | Harbour Exchange Square | London | E14 9SR**

You can also contact them on **0800 023 4567** (free from a landline), **0300 123 9123** (free from some mobile phones) or email them at complaint.info@financial-ombudsman.org.uk | Website: www.financial-ombudsman.org.uk

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. **You** can contact the Legal Ombudsman Service at: **PO Box 6806 | Wolverhampton | WV1 9WJ**. **You** can also contact them by telephone on **0300 555 0333** or email them at enquiries@legalombudsman.org.uk | Website: www.legalombudsman.org.uk

Using these services does not affect **your** right to take legal action.

HEAD AND REGISTERED OFFICE

DAS Head and Registered Office:

DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH

Registered in England and Wales | number 103274 | Website: www.das.co.uk

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

DAS Law Limited Head and Registered Office:

DAS Law Limited | North Quay | Temple Back | Bristol | BS1 6FL

Registered in England and Wales | number 5417859 | Website: www.daslaw.co.uk

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited.

THE MEANING OF WORDS IN THIS POLICY

| | |
|----------------------------|---|
| Appointed lawyer | The lawyer, or other suitably qualified person, whom we appoint to act for you in accordance with the terms of this policy. |
| Costs and expenses | <p>(a) Legal costs All reasonable and necessary costs charged by the appointed lawyer on a standard basis.</p> <p>(b) Opponents' costs The costs incurred by opponents in civil cases if you have to pay them, or pay them with our agreement.</p> |
| Countries covered | The United Kingdom of Great Britain and Northern Ireland. |
| Date of occurrence | <p>(a) For civil cases The date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, then the date of occurrence is the date of the first of these events.</p> <p>(b) For criminal cases The date of occurrence is when you or your landlord began or are alleged to have begun to break the criminal law in question.</p> |
| Hotel expenses | Up to £150 per day to cover the cost of your accommodation for a maximum of 30 days while you are seeking possession of your property . |
| Landlord, they | The Property Owner who has been granted an interest in this policy and who will be conferred the benefit of any successful claim under this policy by the policyholder. |
| Period of insurance | The period for which we have agreed to cover you . |
| Rent arrears | Unpaid rent that <ul style="list-style-type: none">■ is owed to you or your landlord under a tenancy agreement and for which you are responsible for collecting under a management agreement or■ would have been owed to you or your landlord but for the breach of a tenancy agreement to let the property: where we have accepted your claim under INSURED INCIDENT 1 REPOSSESSION. |
| Storage costs | £10 per day to store your personal possessions for a maximum of four weeks after the termination of your landlord's tenancy agreement while they are unable to reoccupy the property . |
| The property | The property you have told us about that is owned by the Landlord and managed or serviced by the Policyholder under an agreement. |
| We, us, our, DAS | DAS Legal Expenses Insurance Company Limited. |
| You, your | The Letting Agent who has taken out the policy and who is the sole policyholder. |

COVER

We agree to provide the insurance in this policy, as long as:

- (a) the premium has been paid; and
- (b) the **date of occurrence** of the insured incident is during the **period of insurance**; and
- (c) any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **countries covered**; and
- (d) for civil claims it is always more likely than not that **you** or **your landlord** will recover damages (or obtain any other legal remedy which **we** have agreed to).

WHAT WE WILL PAY

For an insured incident under this policy **we** will pay **your landlords**:

- **hotel expenses**;
- **legal costs**, including **legal costs** to make or defend an appeal provided that:
 - (a) **you** or **your landlord** tell **us** within the time limits allowed that **you** or **your landlord** want **us** to appeal; and
 - (b) **we** agree that it is always more likely than not that the appeal will be successful;
- **opponents' costs**;
- **rent arrears**, payable by **us** 30 days in arrears as shown under insured incidents **5(a)** and **5(b) RENT ARREARS** of this policy;
- **storage costs**.

The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £75,000.

INSURED INCIDENTS WE WILL COVER

1 REPOSSESSION

We will negotiate for the following:

(a) England, Wales and Scotland

Your legal rights in trying to get possession of the **property** that **you** or **your landlord** have let under:

- an assured shorthold tenancy;
- a short assured tenancy; or
- an assured tenancy.

These are all defined by the Housing Act 1988 or the Housing (Scotland) Act 1988.

And for which **you** are responsible for under a management or service agreement.

Your landlord's legal rights in trying to get possession of **the property** if **your landlord** has let **the property** to a limited company or partnership and **your property** has been let for people to live in.

Your landlord's legal rights in trying to get possession of **the property** if **they** have let **the property** and **they** live in **the property** as the **landlord**.

(b) Northern Ireland

Your or **your landlord's** legal rights in trying to get possession of the **property** that they have let to which The Private Tenancies Order 2006 applies.

Conditions

- (i) For both (a) and (b) **you** or **your landlord** must give the tenant the correct notices telling him or her that **you** or **your landlord** want possession of **the property**.
- (ii) All posted pre-agent notices and pre-proceeding notices must be sent by recorded-delivery post.

What is not covered under 1 REPOSSESSION

Any claim to repossess **the property** because the tenant has behaved anti-socially.

2 PROPERTY DAMAGE

We will negotiate for **you** or **your landlord's** legal rights after an event which causes physical damage to **the property**.

The amount in dispute must be more than £1,000.

3 EVICTION OF SQUATTERS

We will negotiate for **you or your landlord's** legal rights to evict anyone who is not **you or your landlord's** tenant or ex-tenant from **the property** and who has not got **you or your landlord's** permission to be there.

Please note, for England, Wales and Scotland squatting is a criminal offence and therefore please contact the police in the first instance.

4 RENT RECOVERY

We will negotiate for **you or your landlord's** legal rights to recover rent owed by **you or your landlord's** tenant for **the property** if it has been overdue for at least one calendar month.

Conditions:

- (i) If **you or your landlord** accept payment (or part payment) of **rent arrears** from the tenant of **the property**, **you or your landlord** must be able to provide proof that **you or your landlord** have warned the tenant that it does not prevent **you or your landlord** taking further action against them under this policy.
- (ii) Where the tenant is a limited company, **you or your landlord** must first seek advice from the **appointed lawyer** before accepting payment of **rent arrears**.

5 RENT ARREARS

- (a) We will pay **you or your landlord's rent arrears** while the tenant or ex-tenant still occupies **the property**.
- (b) If after vacant possession the **property** needs damage repaired to enable **you or your landlord** to re-let it, **we** will pay 75% of **you or your landlord's rent arrears** for a maximum of two months or until **the property** is re-let, whichever happens first.

Provided that in both (a) and (b) **you or your landlord** have:

- (i) obtained a satisfactory reference* for each tenant and each guarantor from a licensed referencing service before the tenancy started; and
- (ii) kept clear and up to date rental records; and provided that **we** have accepted **your** claim under **1 REPOSSESSION**.

*The reference must include: written references from a previous managing agent or **landlord**; an employer (or any other financial source); and a credit-history check including the Enforcement of Judgments Office, County Court Judgments and bankruptcy).

What is not covered under 5 RENT ARREARS

Rent arrears once **your property** is re-let.

6 LEGAL DEFENCE

We will:

- (a) defend **you** or **your landlord's** legal rights if an event arising from letting **the property** leads to **you** or **your landlord** being prosecuted in a criminal court;
- (b) defend an appeal against **you** or **your landlord's** decision not to adapt **the property** following a request under:
 - (i) The Disability Discrimination Act 1995 as amended by the DDA 2005;
 - (ii) The Housing (Scotland) Act 2006;
 - (iii) The Disability Discrimination (NI) Order 1995 as amended by the DD (NI) Order 2006 or any future amending legislation.;

Provided that for **6(b) you** or **your landlord** have first tried to resolve the dispute using the free conciliation service of the Equality and Human Rights Commission or the Equality Commission (NI).

WHAT YOU OR YOUR LANDLORD ARE NOT COVERED FOR

- 1 Any claim reported to **us** more than 90 days after the date **you** or **your landlord** should have known about the insured incident.
- 2 Any **costs and expenses, hotel expenses** or **storage costs** that are incurred before **we** agree to pay them.
- 3 Any disagreement with **your landlord's** tenant when the **date of occurrence** is within the first 30 days of the first **period of insurance** and the tenancy agreement started before the start of this policy unless an equivalent legal expenses insurance policy was in force prior to **you** or **your landlord** insuring with **us** and cover has been maintained continuously between that previous policy ending and this policy starting.
- 4 A claim which is fraudulent, exaggerated or dishonest or where an allegation of dishonesty or violent behaviour has been made against **you** or **your landlord**.
- 5 Any claim relating to registering rents, reviewing rents, rent control, buying the freehold of **the property** or any matter that relates to rent tribunals, rates tribunals, land tribunals, rent assessment committees and rent officers.
- 6 Any claim relating to someone legally taking **the property** from **you** or **your landlord**, whether **you** or **your landlord** are offered money or not, or restrictions or controls placed on **the property** by any government or public or local authority unless the claim is for accidental physical damage caused by any of the above.
- 7 Any claim relating to subsidence, mining or quarrying.
- 8 Judicial Review.
- 9 Fines, penalties, compensation or damages which **you** or **your landlord** are ordered to pay by a court or other authority.
- 10 Any claim caused by, contributed to by or arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
 - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 11 A dispute with **us** not otherwise dealt with under Condition 7.
- 12 Any legal action **you** or **your landlord** take which **we** or the **appointed lawyer** have not agreed to or where **you** or **your landlord** do anything that hinders **us** or the **appointed lawyer**.

- 13 Apart from **us, the policyholder** is the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest. The **Landlord** who has been given an interest in the policy may act for **the Policyholder** in the event of a claim if given **the Policyholder's** permission to do so.
- 14 Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
- 15 Any claim where **you** or **your landlord** are not represented by a law firm or a barrister.

CONDITIONS

- 1 The Letting Agent is the sole **Policyholder**.
- 2 The **Landlord** who is given an interest in this policy acquires no rights to enforce the policy or make a claim.
- 3 The benefits of any successful claim must be conferred by the **Policyholder** to the **Landlord**.
- 4 **You or your landlord** must:
 - (a) Keep to the terms and conditions of this policy;
 - (b) Try to prevent anything happening that may cause a claim;
 - (c) Take reasonable steps to keep any amount **we** have to pay as low as possible;
 - (d) Send everything **we** ask for, in writing;
 - (e) Give **us** full details of any claim as soon as possible and give **us** any information **we** need.
- 5
 - (a) **We** can take over and conduct, in **your or your landlord's** name, any claim or legal proceedings at any time. **We** can negotiate any claim on **your or your landlord's** behalf.
 - (b) **You or your landlord** are free to choose an **appointed lawyer** (by sending **us** a suitably qualified person's name and address) if:
 - (i) **We** agree to start legal proceedings and it becomes necessary for a lawyer to represent **your** interests in those proceedings; or
 - (ii) There is a conflict of interest.
 - (c) In all circumstances except those in **2(b)** above, **we** are free to choose an **appointed lawyer**.
 - (d) The **appointed lawyer** will be appointed by **us** to represent **you or your landlord** according to **our** standard terms of appointment, which may include a 'no-win, no-fee' agreement. The **appointed lawyer** must co-operate fully with **us** at all times.
 - (e) **We** will have direct contact with the **appointed lawyer**.
 - (f) **You or your landlord** must co-operate fully with **us** and with the **appointed lawyer** and must keep **us** up to date with the progress of the claim.
 - (g) **You or your landlord** must give the **appointed lawyer** any instructions that **we** ask for.
- 6
 - (a) **You or your landlord** must tell **us** if anyone offers to settle a claim.
 - (b) If **you or your landlord** do not accept a reasonable offer to settle a claim, **we** may refuse to pay further **legal costs**.
 - (c) **We** may decide to pay **you or your landlord** the losses **you or your landlord** are claiming instead of starting or continuing legal proceedings.
- 7
 - (a) **You or your landlord** must tell the **appointed lawyer** to have **legal costs** taxed, assessed or audited, if **we** ask for this.
 - (b) **You or your landlord** must take every step to recover **legal costs** that **we** have to pay and must pay **us** any **legal costs** that are recovered.
- 8 If an **appointed lawyer** refuses to continue acting for **you or your landlord** with good reason, or if **you or your landlord** dismiss an **appointed lawyer** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed lawyer**.
- 9 If **you or your landlord** settle a claim or withdraw it without **our** agreement or do not give suitable instructions to an **appointed lawyer**, the cover **we** provide will end at once and **we** will be entitled to reclaim from **you or your landlord costs and expenses we** have paid.

- 10 If there is a disagreement about the way **we** handle a claim that is not resolved through **our** internal complaints procedure, **you** or **your landlord** can contact the Financial Ombudsman Service for help.
- 11 **You** or **your landlord** can cancel this policy by telling **us** within 14 days of taking it out or at any time afterwards as long as **you** or **your landlord** tell **us** at least 14 days beforehand. **We** can cancel this policy at any time as long as **we** tell **you** or **your landlord** at least 14 days beforehand.
- 12 **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.
- 13 This policy will be governed by English law.



Paul Asplin
Chief Executive Officer

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Policy number

Stationery number

Period of insurance from

Period of insurance to