



# RENTSAFE LETTING AGENTS

RENT AND LEGAL PROTECTION

KEY FACTS

 **RentSafeUK** CO.UK  
KEEPING UK LANDLORDS AND THEIR INVESTMENTS SAFER



FIRST FOR JUSTICE



# WHY YOU NEED RENT LEGAL PROTECTION

## COVER

- REPOSSESSION
- PROPERTY DAMAGE
- EVICTION OF SQUATTERS
- RENT RECOVERY
- RENT ARREARS
- LEGAL DEFENCE
- HOTEL EXPENSES
- STORAGE COSTS

## 24-HOUR HELPLINE SERVICES

- LEGAL ADVICE
- TAX ADVICE
- DOMESTIC ASSISTANCE
- COUNSELLING



## RENT & LEGAL PROTECTION

**When your landlords let out property there is always the chance of the unexpected happening. Chasing tenants for the cost of damage, unpaid rent or even gaining possession of the property can be costly and time consuming. Even when you follow the correct referencing procedure, you still may find your landlord has a tenant who damages their property, doesn't pay the rent on time or doesn't pay the rent at all. Whether your landlords have a single property or large portfolio, if the worst happens and they have a legal dispute, Rent and Legal Protection gives you a way to assist them.**

Rent and Legal Protection has been designed to resolve these problems and help you remove problematic tenants and pursue them for unpaid rent. Problems also occur that no-one can predict such as squatters and damage to your landlord's property. Rent and Legal Protection will help in taking the appropriate legal action in both of these circumstances.

For many tenancy disputes, we will be able to negotiate a full settlement. However, if this is not possible, we will refer the matter to a lawyer for further action and we will pay legal costs of up to £75,000. Rent and Legal Protection also covers hotel expenses up to £150 a day, for a maximum of 30 days, and storage costs up to £10 a day for a maximum of 4 weeks.

The policy provides access to the following 24-hour telephone helpline services: Legal Advice, UK Tax Advice, Domestic Assistance and Counselling.



## POLICY SUMMARY

This policy summary provides key information about Rent and Legal Protection which you should read. It does not contain the full terms and conditions of the policy, which you can find in the Rent and Legal Protection policy document. Your cover will be valid for the period for which we have agreed to cover you.

Rent and Legal Protection is a legal expenses insurance contract. It will help you by providing legal advice and assistance if your landlord's let out their home and have a dispute with their tenants over rent arrears or repossession of the property, or if their property gets damaged. 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.

Features and benefits	Significant exclusions or limitations	Where to look in your policy
In the areas below we will resolve an insured legal problem, either ourselves or through external lawyers and other experts we appoint.	<p>It must be more likely than not that you or your landlord will recover damages or make a successful defence of your civil claim.</p> <p>External costs are limited to £75,000.</p> <p>Costs incurred before DAS agrees to pay them.</p> <p>A dispute with the tenant within 30 days of taking out cover, if the tenancy started before you took out your policy, unless this insurance is replacing an existing equivalent legal expenses insurance policy.</p> <p>Unless DAS agrees to start legal proceedings or there is a conflict of interest, DAS is free to choose a lawyer to help you.</p>	<p><b>COVER (d)</b></p> <p><b>WHAT WE WILL PAY</b></p> <p><b>WHAT YOU ARE NOT COVERED FOR 2</b></p> <p><b>3</b></p> <p><b>CONDITIONS 5(c)</b></p>
<p><b>1 REPOSSESSION</b></p> <p>You wish to get possession of your landlord's property from their tenants.</p>	<p>The property must be let under an assured shorthold, short assured or an assured tenancy under the 1988 Housing Act, Housing (Scotland) Act or The Private Tenancies Order 2006 (Northern Ireland).</p> <p>You must give the tenant the correct notices telling him or her that you want possession of the property.</p>	<p><b>INSURED INCIDENTS WE WILL COVER 1 REPOSSESSION</b></p> <p><b>INSURED INCIDENTS WE WILL COVER 1 REPOSSESSION CONDITIONS (i)</b></p>

Features and benefits	Significant exclusions or limitations	Where to look in your policy
<p><b>2 PROPERTY DAMAGE</b> Someone causes damage to your landlord's property.</p>	<p>The extent of the damage must be more than £1,000.</p>	<p><b>INSURED INCIDENTS WE WILL COVER</b> <b>2 PROPERTY DAMAGE</b></p>
<p><b>3 EVICTION OF SQUATTERS</b> Someone is living in your landlord's property without their permission and you wish to evict them.</p>		<p><b>INSURED INCIDENTS WE WILL COVER</b> <b>3 EVICTION OF SQUATTERS</b></p>
<p><b>4 RENT RECOVERY</b> You wish to recover rent arrears from your landlord's tenants.</p>	<p>Registering rents, reviewing rents or any matter to do with rent, rate or land tribunals, rent assessment committees and rent officers.</p>	<p><b>WHAT YOU OR YOUR LANDLORD ARE NOT COVERED FOR 5</b></p>
<p><b>5 RENT ARREARS</b></p> <p>(a) We will pay the rent arrears while your tenant or ex-tenant still occupies your landlord's property.</p> <p>(b) If after vacant possession your property needs damage repaired to enable you to re-let it, we will pay 75% of your rent arrears for a maximum of two months or until the property is re-let, whichever happens first.</p>	<p>Before the tenancy starts you must have obtained satisfactory references from a previous managing agent or landlord or an employer or another financial source, and a credit history check (<b>including County Court Judgments and bankruptcy</b>).</p> <p>Cover will only be provided if repossession is being sought under <b>INSURED INCIDENT 1 REPOSSESSION</b></p>	<p><b>INSURED INCIDENTS WE WILL COVER</b> <b>5 RENT ARREARS</b></p> <p><b>INSURED INCIDENTS WE WILL COVER</b> <b>5 RENT ARREARS PROVIDED THAT</b></p>
<p><b>6 LEGAL DEFENCE</b> Defence of criminal prosecutions relating to the letting of your property and actions for unlawful discrimination.</p>	<p>We do not pay court orders.</p>	<p><b>WHAT YOU OR YOUR LANDLORD ARE NOT COVERED FOR 9</b></p>

Features and benefits	Significant exclusions or limitations	Where to look in your policy
<p><b>Hotel expenses</b> We will pay your landlord's hotel expenses while you try to get a possession order for the property so they can live in it.</p> <p><b>Storage costs</b> We will pay to store your landlord's household possessions while they are unable to reoccupy their property.</p>	<p>Cover is for up to £150 per day for a maximum of 30 days.</p> <p>Cover is for £10 per day for a maximum of 4 weeks</p>	<p><b>THE MEANING OF WORDS IN THIS POLICY</b></p> <p><b>THE MEANING OF WORDS IN THIS POLICY</b></p>
<p><b>24-HOUR TELEPHONE HELPLINES</b></p> <p><b>Legal advice</b> Advice on commercial legal problems within UK and EU law.</p> <p><b>Tax advice</b> Personal taxation advice.</p> <p><b>Domestic assistance</b> DAS can arrange to call out a contractor to fix the problem in the event of an emergency affecting the property.</p> <p><b>Counselling</b> DAS qualified counsellors provide support in dealing with worrying problems.</p>	<p>The contractor's charges are your responsibility.</p>	<p><b>HELPLINE SERVICES</b></p>
<p><b>Countries covered</b> The United Kingdom of Great Britain and Northern Ireland.</p>		<p><b>THE MEANING OF WORDS IN THIS POLICY</b></p>
<p><b>Applicable law</b> This policy will be governed by English law.</p>		<p><b>CONDITIONS 13</b></p>

## CANCELLATION RIGHTS

We hope you are happy with the cover this policy provides. However, you may cancel the policy without notice within 14 days of taking it out. After this you can cancel it at any time by telling the person who sells you the policy, but you must give 14 days' notice of cancellation. You can ask the person who sells you the policy about getting a refund of premium if you cancel the policy.

# MAKING A CLAIM

You must give DAS details of any claim as soon as possible and within 90 days of the insured incident happening.

You can telephone us on **0844 893 9011**

We will be able to take details of your claim but we will not be able to tell you whether we can cover your claim. Lines are open 24 hours a day, 365 days a year. Calls may be recorded.

Alternatively you can email: **newclaims@das.co.uk**

or write to: **The Claims Department | DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH**

## 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 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**

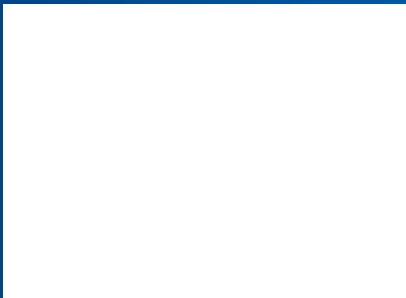
You can also contact them on: **0800 023 4567** (free from a landline), **0300 123 9123** (free from some mobile phones) or email them at **complaint.info@financial-ombudsman.org.uk**  
Website: **www.financial-ombudsman.org.uk**

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.

**DAS Head and Registered Office is:**  
**DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH**

DAS is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if DAS cannot meet its obligations. This will be dependent on the type of business and the circumstances of the claim. You can get more information about the compensation scheme arrangements from the FSCS website, **www.fscs.org.uk**



Agent's address



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 Legal Expenses Insurance Company Limited | Head and registered office: DAS House, Quay Side, Temple Back, Bristol BS1 6NH | Registered in England and Wales | Company Number 103274 | Website: [www.das.co.uk](http://www.das.co.uk)

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