

# Landlords Legal Expenses Insurance



FIRST FOR JUSTICE

## Insurance Product Information Document

**Company:** DAS Legal Expenses Insurance Company Ltd

**Product:** Canopy Property Let Legal and Rent Protection

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority. Registered in England and Wales.

This document is a summary of the insurance cover and restrictions.

Please refer to your policy documentation for full details of your cover and the terms and conditions.

## What is this type of insurance?

Property Let Legal Protection Insurance provides you with access to telephone legal advice, along with insurance cover for legal costs and expenses should you experience one of the legal problems relating to the letting of your property covered by this policy.



### What is insured?

#### Repossession

- ✓ Regaining possession of your property from your tenant

#### Property Damage

- ✓ Disputes relating to someone causing damage to your property

#### Eviction of Squatters

- ✓ Eviction of someone living in your property without your permission (other than your tenant or ex-tenant)

#### Rent Recovery

- ✓ Recovery of rent owed by your tenant where it has been overdue for at least a month

#### Rent Arrears

- ✓ Payment of rent arrears where your tenant is still in your property

#### Hotel Expenses

- ✓ Payment of hotel costs while you try to gain possession of your property

#### Storage Costs

- ✓ Payment of costs to store your household possessions while you are unable to occupy your property after termination of your tenancy agreement

#### Helplines

- ✓ Legal advice
- ✓ Tax advice
- ✓ Domestic assistance
- ✓ Counselling service
- ✓ Online document drafting



### What is not insured?

- ✗ Civil claims where the lawyer we appoint for you does not believe you will be more likely than not to win your case
- ✗ Costs you incur without our expressed acceptance
- ✗ Legal problems that started before the date your cover begins
- ✗ Costs which exceed your policy limit of £50,000 for any one claim
- ✗ Fines, penalties, compensation or damages you are ordered to pay by a court or other authority
- ✗ Any matter to do with rent, rate or land tribunals, rent assessment committees or rent officers
- ✗ A dispute with your tenant within 90 days of taking out cover, if the tenancy started before you took out this policy
- ✗ Contractors' charges arising from the use of our domestic assistance helpline
- ✗ Claims reported more than 90 days after the date you should have known about the insured incident
- ✗ The VAT element of any costs if you are registered for VAT
- ✗ If we agree you can choose your own lawyer, any costs above £100 per hour (this amount may vary from time to time)



### Are there any restrictions on cover?

You are not covered for:

- ! The use of your own lawyer. We will appoint a lawyer or other professional for you. You may choose your own lawyer only when legal proceedings start or if there is a conflict of interest unless we are liable for paying rent arrears under the policy
- ! **Repossession** claims where:
  - your property is not let under an assured shorthold, short assured or an assured tenancy under the 1988 Housing Act, Housing (Scotland) Act, a private residential tenancy under the Private Housing (Tenancies) (Scotland) Act 2016, a standard contract under the Renting Homes (Wales) Act 2016, or the Private Tenancies (Northern Ireland) Order 2006
  - you have not provided the tenant with the correct notices
- ! **Property Damage** claims where the amount in dispute is £1,000 or less



## Are there any restrictions on cover? (continued)

- ! **Rent Arrears:**
  - unless you are seeking repossession of the property and have obtained satisfactory references for the tenant at the start of the tenancy
  - which exceed more than 12 months' unpaid rent in total (or any shorter period specified under the policy), for any one claim
  - which accrue in any period during which court action for possession of the property is not possible because of legislation, or government or court guidance or rules
- ! **Hotel Expenses** after a maximum of 30 days or costs exceeding £150 per day
- ! **Storage Costs** after a maximum of 4 weeks or costs exceeding £10 per day



## Where am I covered?

- ✓ For all insured incidents, the United Kingdom of Great Britain and Northern Ireland



## What are my obligations?

It is your responsibility to:

- Co-operate fully with us and the lawyer or other professional we appoint for you
- Give the lawyer or other professional we appoint for you any instructions that we ask you to
- Keep to the terms and conditions of this policy
- Take reasonable steps to avoid and prevent claims and avoid incurring unnecessary costs
- Send everything we ask for, in writing
- Report to us full and factual details of any claim as soon as possible and give us any information we need



## When and how do I pay?

Payment options will be subject to the agreement between you and the person who is selling you this policy.



## When does the cover start and end?

Start date:

End date:



## How do I cancel the contract?

You can cancel this policy by telling us within the cooling off period which lasts for 14 days after taking it out. Provided no claims have been made within that period, the person who sold you this policy will give you a full refund of the premium, subject to any separate charges that they may apply.

After the cooling off period you may also cancel this policy by providing 14 days' notice. Subject to the terms of business between you and the person who sold you this policy, you may be entitled to a partial refund of the premium.

It is important to note that charges may apply to any refund subject to the individual terms of business between you and the person who sold you this policy. Please contact them directly for full details of charges.