



# 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 Ageas Insurance Limited. Qdos Broker & Underwriting Services Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting them on 0800 111 6768.

## 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
<b>Section 1. Property legal disputes</b>	<p>Legal expenses incurred in disputes over:</p> <ul style="list-style-type: none"> <li>The physical possession of the property</li> <li>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</li> <li>Actual or alleged nuisance emanating from the residential property</li> <li>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</li> <li>The letting of property owned by you provided that the amount in dispute is more than £1,000</li> <li>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</li> <li>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</li> <li>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.</li> </ul>	<ul style="list-style-type: none"> <li>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</li> <li>The negotiation review or renewal of a tenancy agreement</li> <li>Any actual or alleged harassment of you or a tenant</li> <li>Disputes over subsidence or heave howsoever caused</li> <li>A contract dispute other than where the contract is a tenancy agreement</li> <li>Any planning application review or decision</li> <li>Legal expenses incurred without the prior written consent of the insurer</li> <li>An event or circumstance which occurred prior to or which existed at inception of cover</li> <li>Any claim in respect of Sections 1 and 3 where you have not obtained a positive personal reference in respect of the tenant</li> <li>Any claim in respect of Section 2 where the tenant has not passed a credit reference check undertaken by a licensed credit reference agency</li> <li>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.</li> </ul>

Policy Section	This policy will cover	This policy will not cover
<p><b>Section 2. Rent recovery</b></p>	<p>The recovery of an undisputed debt for rent unpaid by a tenant provided that:</p> <ul style="list-style-type: none"> <li>• The amount in dispute exceeds £1,000</li> <li>• 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</li> <li>• All of your normal credit control procedures have been exhausted</li> <li>• The insurer selects the most appropriate means of recovery</li> <li>• No more than two separate rent debt recoveries will be pursued for any one tenant.</li> </ul>	
<p><b>Section 3. Attendance expenses</b></p>	<p>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:</p> <ul style="list-style-type: none"> <li>• witness for you at the request of the appointed representative</li> <li>• 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.</li> </ul>	
<p>All sections of cover are provided that you will suffer financial loss if you fail to pursue or defend the claim or legal proceedings.</p>		

## 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

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If you decide that for any reason that this policy does not meet your insurance needs, then please return it to the insurance broker or agent who provided this policy to you within 14 days from the day of purchase or on the day 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. If you wish to cancel your policy after 14 days you will not be entitled to a refund.

The insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 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) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

Provided the premium has been paid in full you will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

## Making a claim

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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  
LE4 9HA

Telephone: 01455 852100  
Email: [claims@qdosunderwriting.com](mailto:claims@qdosunderwriting.com)

## How to make a complaint

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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](mailto:feedback@qdosunderwriting.com)

If your complaint in either case cannot be resolved by the end of the next working day it may be referred to the underwriters of this policy UK General Insurance Limited on behalf of Ageas Insurance Limited at Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ, email: [customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk).

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  
Harbour Exchange Square  
London  
E14 9GE

Tel: 0845 080 1800

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@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**

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Ageas Insurance Limited is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme in the unlikely event that Ageas Insurance Limited cannot meet its financial responsibilities. The FSCS will meet 90% of your claim, without any upper limit. You can obtain further information about compensation scheme arrangements from the FSCS by visiting [www.fscs.org.uk](http://www.fscs.org.uk).

## **Data Protection Act**

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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**

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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.