# **Landlord Legal Expenses**

#### **Insurance Product Information Document**



**Company:** Auto Legal Protection Services Limited (Alps). A company registered in England (company number: 3676991 Authorised and regulated by the Financial Conduct Authority, registered number 300906.

**Product: Landlord Legal Expenses** 

The information provided in this document is a summary of the key features and exclusions of the policy and does not form part of the contract between us. Complete pre-contract and contractual information about the product can be found in the policy wording provided by your insurance broker.

This insurance is managed and provided by Auto Legal Protection Services Limited ("ALPS") and it is underwritten by AmTrust Europe Limited, on whose behalf Alps acts. Auto Legal Protection Services is authorised and regulated by the Financial Conduct Authority. ALPS's Firm Reference Number is 300906. AmTrust Europe Limited's registered address is Market Square House, St James' Street, Nottingham, NG1 6FG, company registration number

01229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, FCA register number 202189.

## What is this type of Insurance?

This policy is designed to cover the cost of professional fees charged by a claims handler, solicitor or accountant following a specific occurrence, providing that for cover that occurrence is detailed within the policy wording and not specifically excluded.



#### What is insured?

- ✓ **Tenant Eviction, Mediation and Pursuit of Rent Arrears:** Up to £50,000 of advisers' costs to pursue legal action(s) for:
  - Mediation with the tenant to resolve breaches in the tenancy agreement relating to the rightful occupation of the insured property.
  - Eviction proceedings against a tenant to recover possession of the insured property if the tenant fails to perform his obligations set out in the tenancy agreement.
  - A tenant or guarantor for rent arrears owed in a tenancy relating to the insured property once possession has been gained.
- ✓ **Tenant Dilapidations Pursuit:** Up to £50,000 of advisers' costs to pursue your tenant for costs incurred in rectifying damage caused by the tenant to the insured property.
- ✓ Property Infringement: Up to £50,000 of advisers' costs to pursue a legal action for nuisance or trespass against the person or organisation infringing your legal rights in relation to the insured property.
- ✓ **Squatters Eviction:** Up to £50,000 of advisers' costs to pursue a legal action to evict anyone who is not your tenant or ex-tenant from the insured property and who has not got your permission to be there.
- Legal Defence: Up to £50,000 of advisers' costs to defend civil and criminal prosecutions brought against you arising from your obligations as a landlord of the insured property.
- Court Attendance Expenses: Up to £100 a day and a maximum of £1,000 for any one claim.



### What is not insured?

- Claims if there are less than 51% prospects of success.
- Claims if we consider it is unlikely a reasonable settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred.
- Professional fees incurred in connection with interest on rent or service charges payable by the tenant.
- Any dispute between you and a letting agent.
- Claims if a tenant reference has not been obtained.
- Claims that arose before the start of this insurance.
- Any advisers' costs or any other costs and expenses incurred which have not been agreed in advance or are above those for which we have given our prior written approval.
- Claims if you have not complied with all laws and regulations relating to the renting out of your insured property.



## Are there any restrictions on cover?

- The maximum amount payable for each claim is £50,000.

  The maximum amount payable for the period of insurance is £50,000.
- If it may cost us more to handle a claim than the amount in dispute, we can decide to pay you the amount in dispute which will then constitute the end of the claim under this policy.



#### Where am I covered?

The United Kingdom (meaning England, Scotland, Northern Ireland, Wales), Channel Islands and Isle of Man.



# What are my obligations?

- You must notify claims as soon as reasonably possible once you become aware of the insured incident and within no more than 45 days of you becoming aware of the insured incident.
- You must supply, at your own expense, all of the information which we reasonably require to decide whether a claim may be accepted.
- You shall supply all information requested by the adviser and us.
- You must gain our consent before incurring any legal advisers' costs.
- You must pay the premium.



# When and how do I pay?

You will need to pay the premium to your insurance broker before taking out or renewing the insurance. The broker will explain the ways you can pay the premium and when you need to do this.



## When does the cover start and end?

The policy starts on the date of your choice and runs for 12 months. The start and end date of your policy are found in your Policy Schedule.



## How do I cancel the contract?

If you decide for any reason that this policy does not meet your insurance needs, please return it to your insurance broker within 14 days from the date of purchase or on the day you received your policy documentation. Providing no claims have been made or pending, we will refund you your premium in full.

You may cancel the insurance cover at any time after this by informing your insurance broker, however, you will not be entitled to a refund of the premium.

More information about your cancellation rights, any applicable administration charges and the reasons we can cancel the policy is included with your policy documents.

