

**Company:** ARAG Legal Expenses Insurance Company Ltd ('ARAG') which 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.

**Product:** Landlord Legal Expenses with (optional) Rent Guarantee

This insurance is sold by Homeprotect and managed and underwritten by ARAG. This document summarises the key features of the insurance. Complete pre-contractual and contractual information is included in other documents including the policy booklet and policy document.

### WHAT IS THIS TYPE OF INSURANCE?

Landlord Legal Expenses with (optional) Rent Guarantee 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

##### (OPTIONAL) RENT GUARANTEE

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

##### LEGAL DEFENCE

- ✓ Defence of criminal prosecutions relating to the letting of your property or defence of an appeal under disability discrimination legislation

##### TAX PROTECTION

- ✓ If HM Revenue & Customs conduct an examination which includes all areas of your self-assessment tax return

##### CONTRACT DISPUTES

- ✓ Disputes over buying or hiring of any goods or services in relation to 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



#### What is not insured?

- ✗ 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
- ✗ 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 this policy

#### REPOSSESSION

Claims where:

- ! Your property is not let under an assured shorthold, short assured or an assured tenancy

property after termination of your tenancy agreement

## TELEPHONE HELPLINES AND DOCUMENT SERVICES

- ✓ Legal advice
- ✓ Tax advice
- ✓ Online document drafting

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

## (OPTIONAL) RENT GUARANTEE

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

## TAX PROTECTION

Claims:

- ! Relating to business activities other than letting your property
- ! Relating to criminal investigations

## CONTRACT DISPUTES

Claims:

- ! Where the amount in dispute is £100 or less
- ! Where you haven't entered into the agreement during the period of insurance
- ! Relating to a loan, mortgage, pension, borrowing or investment

## 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?

The United Kingdom of Great Britain & 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?**

This optional product can be purchased as an add on to your Homeprotect home insurance policy and would replace the Basic Legal Expenses which is included as standard.



### **When does cover start and end?**

Cover will start from when you've requested the policy to start until the end of your home insurance policy.



### **How do I cancel the contract?**

If you need to cancel or amend your contract, please call Homeprotect on 0330 660 1000.