

RENTAL GUARANTEE AND PROPERTY OWNERS LEGAL PROTECTION INSURANCE

POLICY SUMMARY



ABBHEY LEGAL
PROTECTION

The purpose of this Policy Summary is to help You understand the insurance by setting out the significant features, benefits, limitations and exclusions. You should still read the full Policy Wordings for a full description of the terms of the insurance, including the definitions. This Policy Summary does not form part of the Terms and Conditions.

INSURANCE PROVIDER

The Property Owners Legal Protection Insurance Section is underwritten by Brit Insurance Ltd – 55 Bishopsgate, London, EC2N 3AS and administered by Abbey Legal Protection a trading division of Abbey Protection Group Limited

DURATION OF CONTRACT

The Period of Insurance is for 12 months or as otherwise stated in Your Policy Schedule.

PREMIUM

The premium payable is as stated in Your Policy Schedule and Quotation.

INSURANCE COVER

The Insurance Policy is on a claims made basis which covers claims notified within the period of insurance. These Insurances indemnify You for Legal Costs, Professional Costs and Rental Protection, as shown in the Policy Benefit table below.

SIGNIFICANT BENEFITS AND EXCLUSIONS

The following table sets out the significant features, benefits, limitations and exclusions of the insurance policies.

Significant Features		
Indemnity Limits: Property Owners Legal Protection Property Owners Legal Protection	<ul style="list-style-type: none"> £50,000 Any One Claim 500,000 In the Aggregate Sub-Section 1 - £25,000 any one claim Sub-Section 2 – 12 months rent subject to a maximum of £2,500 per month and £10,000 Any One Claim 	Schedule/ Quotation
Territorial Limits:	<ul style="list-style-type: none"> The United Kingdom of Great Britain & Northern Ireland. 	Schedule/ Quotation
Excess: Property Owners Legal Protection Rent Protection	Section 1 Sub Sections A-D - NIL Any One Claim Section 2 Sub Section 1 - £Nil Any One Claim Sub Section 2 - An amount equal to two months Rent unless the Tenant is Vulnerable where the amount is equal to one months Rent	Schedule/ Quotation
Increased Excess: Property Owners Legal Protection Rent Protection	Section 1 Sub-Sections A, B and C - £1,000 Any One Claim Section 1 Sub-Section D – Not applicable Section 2 Not applicable	Schedule/ Quotation

Policy Benefit Property Owners Legal Protection	Policy Exclusions	Policy Ref
<p>Sub-Section A. Property Disputes</p> <p>Legal Expenses cover for disputes relating to:</p> <ul style="list-style-type: none"> • physical possession of Your property providing statutory notices are issued. • use or maintenance of the property • nuisance, negligence or damage to Your property with somebody other than a tenant. • dilapidations to Your property subject to a minimum sum disputed of £1,000 and a limit of 75% payable in legal fees on such sum. • nuisance relating to Your residential property. 	<ul style="list-style-type: none"> • Where no financial loss is suffered. • Pursuit or defence of payment or non payment of rent, tax or charges unless relating to pursuit of a service charge from a tenant. • Disputes relating to building / planning regulations or disputes with statutory authorities. • Disputes relating to purchase, renewal or renegotiation of any agreement for the use of Your property. • Disputes where harassment of the tenant is alleged. • If buildings insurance is not place. 	Sub Section A
<p>Sub-Section B. Repair & Renovation Disputes</p> <p>Provides legal expenses for the pursuit or defence of a contractual dispute with a contracting party over the renovation, repair, and maintenance of Property.</p>	<ul style="list-style-type: none"> • Disputes relating to disputed sums of less than £1,000. • Disputes relating to contracts with a total value of more than £100,000. • Disputes relating to contracts which commenced prior to the inception of this policy. • Legal Expenses in excess of 75% of the sum in dispute. • Disputes relating to professional duty. • Credit agreements. • Disputes over tenancy agreements. 	Sub Section B
<p>Sub-Section C. Health & Safety Prosecutions</p> <p>Provides legal expenses for defence of criminal prosecutions and appeals against Improvement Notices under the Health and Safety at Work Act.</p>	<ul style="list-style-type: none"> • Arising from Inland Revenue Investigations or HM Customs and Excise. • Unlawful violence or dishonesty. 	Sub Section C
<p>Sub-Section D. Tax Protection</p> <p>Provides Expert representation for Your business in the event of an in-depth tax investigation providing the investigation relates to Your business affairs as a property owner.</p>	<ul style="list-style-type: none"> • Technical or routine treatment matters. • Defence of a criminal prosecution. • Taxation proceedings arising out of negligent misstatements or omissions by You or a lack of reasonable care in keeping You business books and records. • Investigations solely into earlier accounts or records. • Where Corporation Tax and Income Tax Self Assessment Returns are submitted outside statutory time limits. • Preparation/correction of Self Assessment returns. • Investigations by the Special Compliance Offices. • Disputes concerning Working Families Tax Credit, National Minimum Wage, IR35 legislation. 	Sub Section D

Policy Benefit Landlords Rental Protection	Policy Exclusions	Policy Ref
<p>Sub-Section 1</p> <p>Legal costs to pursue Civil legal cases for damages or injunctions against a Tenant or their Guarantor to evict the Tenant where the Tenant fails to perform his obligations set out in the Tenancy Agreement.</p>	<ul style="list-style-type: none"> • At least £250 must be in dispute. • The Tenant must have passed a Tenant Reference for new tenancies. • Arising from or connected to the Insured's performance of his obligations under the Tenancy Agreement. • If all necessary statutory pre-grant notices to the Tenant were not issued or the first months Rent and the Deposit have not been received in cash or cleared funds within four weeks of the initial Residential Tenancy Agreement 	<p>Sub Section 1</p>
<p>Sub-Section 2</p> <p>Rent arrears owed by the Tenant under the Tenancy Agreement and where appropriate, You are pursuing Proceedings under this Insurance to evict the Tenant.</p> <p>The Rent Arrears must occur during the period of Insurance and Rent is only payable until vacant possession has been gained.</p>	<p>There is no cover for claims: -</p> <ul style="list-style-type: none"> • Where a Tenant Reference has been failed • Arising within the first 90 days for existing non vulnerable tenants where a Tenant Reference has not been obtained • Which are not reported to Abbey Legal Protection, Minorities House, 2-5 Minorities, London, EC3N 1BJ within 90 days of being aware of Rent first being in arrears. • If a S.21 and S.8 notice where appropriate (under the Housing Act 1988) is not issued and effective 5 days before the 4th months of arrears. • Where a full month's Rent is not in arrears after deduction of the Excess. • If any of the significant exclusions or limitations listed under section 1 apply. • Involving any persons other than the Tenant(s) or Guarantor named in the Tenancy Agreement. <p>If the Deposit is more than the Excess, the cover under the Insurance Certificate will pay Rent arrears after deduction of the balance of the Deposit. If the balance of the Deposit is subsequently required to meet the cost of dilapidations, the balance of the deposit will then be paid. Further, that any Deposit is held in accordance with The Housing Act 2004.</p>	<p>Sub Section 2</p>

ADVICE

Policy holders will have unlimited free access to the Legal Line for specialist UK advice covering:

• Commercial Law • Employment Law • Scottish Law • Health and Safety • Taxation • VAT Enquiries • Statutory Licence

CLAIMS HANDLING AND CLAIMS NOTIFICATION

Property Owners Legal Protection Insurance:

All claims under Sub-Section D will be handled by one of Abbey Legal Protection's panel of solicitors or consultants. Under all other Sub-Sections of Cover You are free to choose Your own representative where recourse is necessary to a lawyer and proceedings are issued subject to any Increased Excess.

Initial notification of a claim must be made immediately by writing to the **Claims Department at Abbey Legal Protection, Minorities House, 2-5 Minorities, London, EC3N 1BJ.**

Landlords Rental Protection Insurance

Claims must be notified to the Claims Line within 60 days of being aware of Rent first being in arrears. Failure to notify the claim within this time will invalidate the insurance cover.

YOUR RIGHT TO CANCEL

If You are an individual acting for purposes outside Your trade, business or profession, You have a right to change Your mind and cancel Your policy within 14 days of insuring with us and receiving Your policy documents, by writing to Your Insurance Broker: Coversure insurance Services, 232 Kennington Park Road, Kennington, London, SE11 4DA . No charge will be made and any premium You have already paid will be refunded.

YOUR RIGHT TO COMPLAIN

If You are not satisfied with any aspect of our service or the insurance provided, You should contact us by writing to:

The Customer Services Manager, Abbey Legal Protection, Minorities House, 2-5 Minorities, London, EC3N 1BJ.

We will do our best to resolve Your complaint but, if You are still not satisfied, and You have a turnover or income of less than £1m a year, You can refer Your complaint to the Financial Ombudsman who may be able to review Your case:

The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

YOUR RIGHT TO COMPENSATION

If You have a turnover or income of less than £1m a year, You may be eligible for compensation from the Financial Services Compensation Scheme, should the Insurer not be able to meet their obligations.

Applicable Law

If there is a dispute between You and the Insurer, You and the Insurer are free to agree the law applicable. Unless specifically agreed to the contrary this insurance shall be subject to the laws of England & Wales.



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Abbey Legal Protection is a trading division of Abbey Protection Group Limited
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