



# PROPERTY LET

LEGAL PROTECTION & ASSISTANCE BROCHURE

KEY FACTS



FIRST FOR JUSTICE





## **WHY YOU NEED PROPERTY LET**

### **STANDARD COVER**

- **REPOSSESSION**
- **PROPERTY DAMAGE**
- **EVICION OF SQUATTERS**
- **RENT RECOVERY**
- **LEGAL DEFENCE**
- **HOTEL EXPENSES**
- **STORAGE COSTS**

### **24-HOUR HELPLINE SERVICES**

- **EUROLAW LEGAL ADVICE**
- **UK TAX ADVICE**
- **DOMESTIC ASSISTANCE**
- **COUNSELLING**

# PROPERTY LET LEGAL PROTECTION & ASSISTANCE

**When you let out property there is always the chance of the unexpected happening. Chasing tenants for the cost of damage, unpaid rent or even gaining possession of the property can be costly and time consuming. Whether you're a landlord with a single property or large portfolio, if the worst happens and you have a legal dispute, DAS Property Let Legal Protection gives you peace of mind.**

Even when you follow the correct referencing procedure, you still may find you have a tenant who damages your property, doesn't pay the rent on time or doesn't pay the rent at all.

DAS Property Let has been designed to resolve these problems and help you remove problematic tenants and pursue them for unpaid rent. Problems also occur that no-one can predict such as squatters and damage to your property. DAS Property Let will help in taking the appropriate legal action in both of these circumstances.





For many tenancy disputes, we will be able to negotiate a full settlement. However, if this is not possible, we will refer the matter to a lawyer for further action and we will pay legal costs of up to £50,000.

Property Let also covers hotel expenses up to £150 a day, for a maximum of 30 days, and storage costs up to £10 a day for a maximum of 4 weeks.

The policy provides access to the following 24-hour telephone helpline services:

- **EUROLAW LEGAL ADVICE**
- **UK TAX ADVICE**
- **DOMESTIC ASSISTANCE**
- **COUNSELLING**



# CLAIMS EXAMPLES

These are actual cases where we have helped people with Property Let Legal Protection cover.

## DAMAGE TO THE PROPERTY

When our policyholder returned to the UK after working abroad, she found her tenant had left the property at the end of the agreed rental period but had caused considerable damage to the property, its fixtures and furniture. The cost of the damage was estimated at nearly £2,900.

She asked us to help. We first appointed enquiry agents to find the last tenant, who had not left a forwarding address. We then presented the policyholder's claim which was denied by the former tenant. We instructed a solicitor, but before the matter came to court, the former tenant made a satisfactory offer to settle the claim. Our client accepted the offer.

**We paid over £700 in legal costs.**

## GETTING POSSESSION AND RECOVERING RENT OWED

Our policyholder told us that his tenant would not pay him the rent due or leave the property at the end of the rental period.

We appointed a lawyer on behalf of our policyholder who took action to recover the unpaid rent and remove the tenant from the property. The case went to court where the tenant offered to pay the overdue rent in instalments. The appointed lawyer rejected this offer and the tenant agreed to pay all the rent he owed and to leave the property at the end of the rental period.

**We checked that the tenant left the property as agreed and we paid over £1,100 in legal costs.**

## POLICY SUMMARY

This policy summary provides key information about Property Let Legal Protection which you should read. It does not contain the full terms and conditions of the policy, which you can find in the Property Let Legal Protection policy document. Your cover will be valid for one year.

Property Let Legal Protection is a legal expenses insurance contract. It will help you by providing legal advice and assistance if you let out your property and have a dispute with your tenants over rent arrears or repossession of the property, or if your property gets damaged.

DAS Legal Expenses Insurance Company Limited ('DAS') is the underwriter and provides the legal protection insurance under your policy. The legal advice service is provided by DAS Law Limited and/or a law firm we have chosen on behalf of DAS.

Features and benefits	Significant exclusions or limitations	Where to look in your policy
The insured incidents covered by the policy are described below. In all cases we will negotiate for your legal rights to resolve the problem, either by ourselves or through external lawyers who we will appoint to help you.	<p>It must be more likely than not that you will recover damages or make a successful defence of your civil claim. (This does not apply to prosecution defence.)</p> <p>External costs are limited to £50,000.</p> <p>Costs incurred before DAS agrees to pay them.</p> <p>A dispute with your tenant within 90 days of taking out cover, if the tenancy started before you took out your policy.</p> <p>Unless DAS agrees to start legal proceedings or there is a conflict of interest, DAS is free to choose a lawyer to help you.</p>	<p><b>COVER (d)</b></p> <p><b>WHAT WE WILL PAY</b></p> <p><b>WHAT YOU ARE NOT COVERED FOR 2</b></p> <p><b>3</b></p> <p><b>CONDITIONS 2(b)</b></p>

Features and benefits	Significant exclusions or limitations	Where to look in your policy
<p><b>1 REPOSSESSION</b> You wish to get possession of your property from your tenants.</p>	<p>If your property is in Great Britain, it must be let under an assured shorthold, short assured or an assured tenancy under the 1988 Housing Act or Housing (Scotland) Act.</p> <p>If your property is in Northern Ireland, it must have been let under a tenancy agreement to which The Private Tenancies Order 2006 applies.</p> <p>You must give the tenant the correct notices telling him or her that you want possession of your property.</p>	<p><b>INSURED INCIDENTS WE WILL COVER 1 REPOSSESSION</b></p> <p><b>INSURED INCIDENTS WE WILL COVER 1 REPOSSESSION CONDITIONS (i)</b></p>
<p><b>2 PROPERTY DAMAGE</b> Someone causes damage to your property.</p>	<p>The extent of the damage must be more than £1,000.</p>	<p><b>INSURED INCIDENTS WE WILL COVER 2 PROPERTY DAMAGE</b></p>
<p><b>3 EVICTION OF SQUATTERS</b> Someone is living in your property without your permission and you wish to evict them.</p>		<p><b>INSURED INCIDENTS WE WILL COVER 3 EVICTION OF SQUATTERS</b></p>
<p><b>4 RENT RECOVERY</b> You wish to recover rent arrears from your tenants.</p>	<p>We do not cover the registering or reviewing of rents or any matter to do with rent, rate or land tribunals, rent assessment committees or rent officers.</p>	<p><b>WHAT YOU ARE NOT COVERED FOR 5</b></p>
<p><b>5 LEGAL DEFENCE</b> We will defend any criminal prosecution brought against you that arises from you letting out your property.</p>	<p>We do not pay court orders.</p>	<p><b>WHAT YOU ARE NOT COVERED FOR 9</b></p>

Features and benefits	Significant exclusions or limitations	Where to look in your policy
<p><b>Hotel expenses</b> We will pay your hotel expenses while you try to get a possession order for your property so you can live in it.</p> <p><b>Storage costs</b> We will pay to store your household possessions while you are unable to reoccupy your property.</p>	<p>Cover is for up to £150 per day for a maximum of 30 days.</p> <p>Cover is for £10 per day for a maximum of 4 weeks.</p>	<p><b>THE MEANING OF WORDS IN THIS POLICY</b></p>
<p><b>24-HOUR TELEPHONE HELPLINES</b></p> <p><b>EuroLaw legal advice</b> Advice on personal legal problems within UK and EU law.</p> <p><b>Tax advice</b> Advice on personal tax matters.</p> <p><b>Domestic assistance</b> DAS can arrange to call out a contractor to fix the problem in the event of an emergency affecting the property.</p> <p><b>Counselling</b> DAS qualified counsellors provide support in dealing with worrying problems.</p>	<p>The contractor's charges are your responsibility.</p>	<p><b>HELPLINE SERVICES</b></p>
<p><b>Countries covered</b> The United Kingdom of Great Britain and Northern Ireland.</p>		<p><b>THE MEANING OF WORDS IN THIS POLICY</b></p>
<p><b>Applicable law</b> This policy will be governed by English law.</p>		<p><b>CONDITIONS 10</b></p>

# CANCELLATION RIGHTS

We hope you are happy with the cover this policy provides. However, you may cancel the policy without notice within 14 days of taking it out. After this you can cancel it at any time by telling the person who sells you the policy, but you must give 14 days' notice of cancellation. You can ask the person who sells you the policy about getting a refund of premium if you cancel the policy.

# MAKING A CLAIM

You must give DAS details of any claim as soon as possible and within 90 days of the insured incident happening.

You can telephone us on **0844 893 9011**.

We will be able to take details of your claim but we will not be able to tell you whether we can cover your claim. Lines are open 24 hours a day, 365 days a year. Calls may be recorded.

Alternatively you can email: [newclaims@das.co.uk](mailto:newclaims@das.co.uk)

or write to: **The Claims Department | DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH**



## HOW TO MAKE A COMPLAINT

We always aim to give you a high quality service. If you think we have let you down, please write to our Customer Relations Department at our DAS Head Office address below.

Or you can phone us on **0844 893 9013** or email us at **customerrelations@das.co.uk**  
Details of our internal complaint-handling procedures are available on request.

If you are still not satisfied, you can contact the Insurance Division of the Financial Ombudsman Service at: **South Quay Plaza | 183 Marsh Wall | London | E14 9SR**

You can also contact them on: **0800 023 4567** (free from a landline), **0300 123 9123** (free from some mobile phones) or email them at **complaint.info@financial-ombudsman.org.uk**  
Website: **www.financial-ombudsman.org.uk**

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. You can contact the Legal Ombudsman Service at: **PO Box 6806 | Wolverhampton | WV1 9WJ**. You can also contact them by telephone on **0300 555 0333** or email them at **enquiries@legalombudsman.org.uk** | Website: **www.legalombudsman.org.uk**

Using these services does not affect your right to take legal action.

**DAS Head and Registered Office is:**

**DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH**

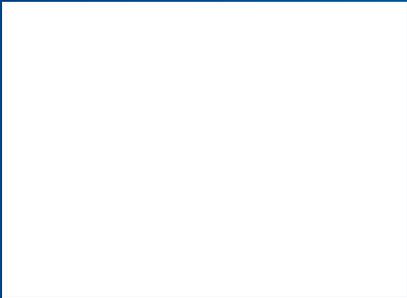
DAS is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if DAS cannot meet its obligations. This will be dependent on the type of business and the circumstances of the claim. You can get more information about the compensation scheme arrangements from the FSCS website, **www.fscs.org.uk**



## HOW DO YOU ARRANGE COVER?

To arrange DAS Property Let Legal Protection cover, please fill in the proposal form in this brochure and return it to us or your insurance adviser, with your payment for the annual premium. You can also pay with major credit or debit cards.

The annual premium for Property Let Legal Protection cover is £150 plus insurance premium tax per tenancy agreement.



Agent's address



DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority | DAS Legal Expenses Insurance Company Limited | Head and registered office | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH | Website: [www.das.co.uk](http://www.das.co.uk) | Registered in England and Wales | Company Number 103274 | DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority | DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited | DAS Law Limited | Head and registered office | North Quay | Temple Back | Bristol | BS1 6FL | Website: [www.daslaw.co.uk](http://www.daslaw.co.uk) | Registered in England and Wales | Company number 5417859

# PROPERTY LET LEGAL PROTECTION POLICY



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## PROPOSAL FORM

Please answer all questions on this form and give us any facts that may affect our decision to provide cover. If you are in any doubt as to what to tell us, tell us anyway. If you do not do this, it may affect how we settle claims under the policy, or it may make the policy invalid. Keep a record of all the information you give us. We will send you a copy of the completed proposal form if you ask for one. We will also send you a copy of the policy wording if you ask us to.

**Sign and date the declaration at the end of the proposal form. Please write in block capitals or tick the appropriate boxes.**

Full name

Address and postcode (where we should send any information)

Address and postcode of the property/properties to be insured (must be in the UK). Please continue on a separate sheet if necessary

- How many tenancy agreements are there for the above property/properties?

- Have you been involved in any legal disputes in the last three years that could have led to a claim under this policy?  YES  NO

If YES, please give us full details (including the date of the dispute, the names of the people involved, the amount in dispute and the outcome of the dispute) on a separate sheet.

- Is the property let under:
  - a) An assured tenancy?  YES  NO
  - b) An assured shorthold tenancy?  YES  NO
  - c) A short assured tenancy?  YES  NO
  - d) If the property is in Northern Ireland please state what type of tenancy

- If you have answered **NO** to all the options above, are you:
  - a) a resident landlord?  YES  NO
  - b) letting the property to a limited company or partnership? (for residential purposes only)  YES  NO

- When would you like cover to start?

Cover will not start until we have accepted your proposal and you have paid the premium.

**Please note: Repossession cover will only apply if you have given the correct notices under the Housing Act (England and Wales) 1988, the Housing (Scotland) Act 1988 or equivalent legislation in Northern Ireland.**

**Data Protection Act 1998**

By signing this proposal form you consent to DAS Legal Expenses Insurance Company Limited (DAS UK Group) using the information supplied for the purpose of administering your policy. This will include underwriting, processing, claims handling, risk and legal advice, and fraud prevention. Some of the information may be passed to insurance intermediaries or regulators, solicitors or others acting on your behalf.

In addition the information you have supplied may be used by the DAS UK Group to advise you of other products or services that may be of interest. We may share your information with our associated service companies and third parties with whom we have a business relationship. We or they may contact you to tell you about services which may be of interest to you or to provide commercial updates.

The information you have supplied to us is confidential and will only be used for marketing purposes with your consent. If you do not wish to be contacted for marketing purposes, please tick this box.

You can ask to see a copy of the information we hold about you by writing to the Group Data Protection Controller at our head office address. The DAS UK Group will ask for an application form to be completed and a fee will be charged.

**Declaration**

I do not know of any circumstances that have resulted or could result in a dispute that may lead to a claim under this insurance. I understand that DAS cannot accept such circumstances as a claim under this insurance. *(Please note for your own benefit and protection you should read the policy terms and conditions carefully before buying this insurance. If you do not understand any part of the policy please ask for further information/ refer to your insurance adviser.)* All the above statements are true and correct and I have not missed out any facts that are likely to affect your decision to provide cover. I agree that this proposal and declaration will form part of the contract between me and DAS Legal Expenses Insurance Company Limited and I will accept the company's standard policy form for this type of insurance.

Signature

Name

Date

Name of agent

Agency number

Address of agent

**Payment**

Should you wish to pay by debit or credit card, we will contact you for your card details, please provide a daytime telephone number

The premium for each tenancy agreement is £159 including IPT.

**Please note: It is the policyholder's responsibility to contact their insurance intermediary to make their annual renewal payment. We regret we are unable to take American Express.**

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