



# PROPERTY LET

LEGAL PROTECTION AND ASSISTANCE

## SCHEME KEY FACTS

STANDARD + RENT ARREARS,  
TAX PROTECTION AND CONTRACT DISPUTES



FIRST FOR JUSTICE



## **WHY YOU NEED PROPERTY LET**

### **COVER**

- **REPOSSESSION**
- **PROPERTY DAMAGE**
- **EVICION OF SQUATTERS**
- **RENT RECOVERY**
- **RENT ARREARS**
- **LEGAL DEFENCE**
- **TAX PROTECTION**
- **CONTRACT DISPUTES**
- **HOTEL EXPENSES**
- **STORAGE COSTS**

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

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

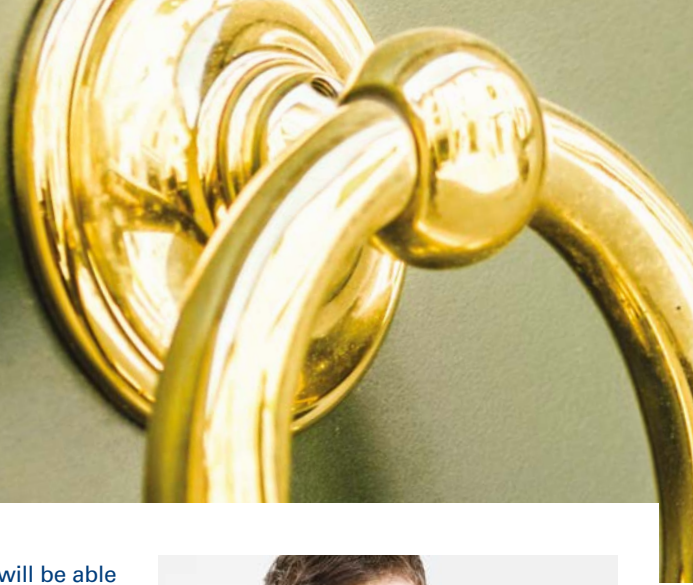
# PROPERTY LET LEGAL PROTECTION & ASSISTANCE

**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 and Assistance 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 home 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
In the areas below we will resolve an insured legal problem, either ourselves or through external lawyers and other experts we appoint.	<p>It must be more likely than not that you will recover damages or make a successful defence of your civil claim.</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>WHAT YOU ARE NOT COVERED FOR 3</b></p> <p><b>CONDITIONS 2(b)</b></p>
<p><b>1 REPOSSESSION</b></p> <p>You wish to get possession of your property from your tenants.</p>	<p>Your property must be let under an assured shorthold, short assured or an assured tenancy under the 1988 Housing Act, Housing (Scotland) Act or The Private Tenancies Order 2006 (Northern Ireland).</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>

Features and benefits	Significant exclusions or limitations	Where to look in your policy
<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</b> <b>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</b> <b>3 EVICTION OF SQUATTERS</b></p>
<p><b>4 RENT RECOVERY</b> You wish to recover rent arrears from your tenants.</p>	<p>Registering rents, reviewing rents or any matter to do with rent, rate or land tribunals, rent assessment committees and rent officers.</p>	<p><b>WHAT YOU ARE NOT COVERED FOR 4</b></p>
<p><b>5 RENT ARREARS</b></p> <p>(a) We will pay the rent arrears while your tenant or ex-tenant still occupies your property.</p> <p>(b) If after vacant possession your property needs damage repaired to enable you to re-let it, we will pay 50% of your rent arrears for a maximum of three months or until the property is re-let, whichever happens first.</p>	<p>Before the tenancy starts you must have obtained a satisfactory reference for each tenant and each guarantor from a licensed referencing service. The reference must include written references from a previous managing agent or landlord; an employer (or any other financial source); and a credit-history check (including the Enforcement of Judgments Office, County Court Judgments and bankruptcy).</p> <p>You must also have a detailed inventory of the contents and condition of your property (with supporting photographs) which the tenant has signed, and you must also have kept clear and up to date rental records.</p> <p>Cover will only be provided if repossession is being sought under <b>INSURED INCIDENT 1 REPOSSESSION</b></p>	<p><b>INSURED INCIDENTS WE WILL COVER</b> <b>5 RENT ARREARS</b> Provided that</p> <p><b>INSURED INCIDENTS WE WILL COVER</b> <b>5 RENT ARREARS</b> Provided that</p>

Features and benefits	Significant exclusions or limitations	Where to look in your policy
<p><b>6 LEGAL DEFENCE</b>            Defence of criminal prosecutions relating to the letting of your property and actions for unlawful discrimination.</p>	<p>We do not pay court orders.</p>	<p><b>WHAT YOU ARE NOT COVERED FOR 8</b></p>
<p><b>7 TAX PROTECTION</b>            Representing your rights throughout an investigation by HM Revenue &amp; Customs into your self assessment tax return.</p>	<p>The tax affairs of a company, or any claim if you are self-employed, a sole trader, or in a business partnership.</p> <p>Where you have failed to supply information to HM Revenue &amp; Customs in relation to rent received.</p>	<p><b>INSURED INCIDENTS WE WILL COVER 7 TAX PROTECTION</b>  <b>What is not covered under 7 TAX PROTECTION (1)</b></p> <p>(4)</p>
<p><b>8 CONTRACT DISPUTES</b>            We will pursue and defend a claim for buying or hiring in of any goods or services in relation to your property.</p>	<p>You must enter into the contract during the period of insurance.</p> <p>The amount in dispute must be more than £100.</p> <p>Building work or design, where the contract value exceeds £5,000 (including VAT).</p> <p>Disputes arising from a loan, mortgage, pension, borrowing or investment.</p> <p>A tenancy agreement.</p>	<p><b>INSURED INCIDENTS WE WILL COVER 8 CONTRACT DISPUTES</b></p> <p><b>What is not covered under 8 CONTRACT DISPUTES (1)</b></p> <p>(3)</p> <p>(5)</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>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> Personal taxation advice.</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>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 11</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 **0344 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 **0344 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: **Exchange Tower | 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:**  
**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**



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 | Registered in England and Wales | Company Number 103274 | Website: [www.das.co.uk](http://www.das.co.uk) | DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority | Registered number 423113 | 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