



## Landlord's Legal Expenses

Arranged by Towergate AUL,  
a trading name of Towergate Underwriting Group Ltd,  
through Amicus Legal Ltd

### Summary of cover

To protect our clients against the legal risks of letting a property, we have arranged a policy to pay your legal costs. It covers costs of up to £50,000 if:

- A neighbour commits a trespass or nuisance at least 180 days after you join. It is not always easy to monitor let property and you might find that neighbours have caused you a legal problem in your absence.

- You are prosecuted under gas, furniture or electrical equipment regulations. These safety rules can result in fines of up to £5,000 or even a prison sentence. Make sure that you study the guide to the regulations enclosed.

See the policy wording for full details of the insurance cover, including the conditions and exclusions.

### Demands and needs statement

This insurance is designed to meet the demands and needs of landlords wishing to protect themselves against future legal costs in a range of disputes as described in this leaflet Landlord's Legal Expenses.

### Legal advice

In addition, you will be able to access a 24 hour legal helpline for advice on problems relating to your property. Telephone 01206 366500. The legal helpline is provided by legal expenses insurance specialist Amicus Legal Ltd.

### How to join

Pay the premium to Towergate AUL and your cover will run for 12 months.

### Making a claim

You must give Amicus details of any claim as soon as possible and no more than 180 days after the insured incident happening. You can write to:

Claims Department, Amicus Legal Ltd, The Old Exchange, 64 West Stockwell Street, Colchester, CO1 1HE.

Alternatively, please telephone 01206 366500 or fax 01206 366501.

### Landlords Legal Expenses Policy

#### Meaning of words in this policy

##### 1. We, our, us

Amicus Legal Ltd who administer this insurance and handle claims on behalf of the **underwriters**.

##### 2. You, your

The person who has taken out this policy, being the owner of the **property**.

##### 3. Insured person

**You**. If the **insured person** dies, their representatives will be covered to pursue and defend cases covered by this insurance on behalf of the **insured person**, that arose prior to the **insured person's** death.

##### 4. Property

The property declared to **us** in respect of which the premium has been paid.

##### 5. Representative

The lawyer or other suitably qualified person, who has been appointed by **us** to act for the **insured person** in accordance with the terms of the policy.

##### 6. Legal costs

All reasonable and necessary costs charged by the **representative** on a standard basis. Also, the costs incurred by opponents in civil cases if an **insured person** has to pay them or pays them with **our** agreement.

##### 7. Territorial limit

United Kingdom, the Isle of Man and the Channel Islands.

##### 8. Period of Insurance

One year from the date shown on the declaration returned to **us**.

##### 9. Date of occurrence

For civil claims the **date of occurrence** is the date of the event which may lead to a claim. If there is more than one event arising at the same time, or from the same cause, the **date of occurrence** is the date of the first of the events. For **criminal cases**, the date of occurrence is when the **insured person** began, or is alleged to have begun, to break the criminal law in question.

##### 10. Underwriters

DAS Legal Expenses Insurance Company Ltd.

#### Cover

1. This policy covers the **insured person**. **We** agree to provide the insurance in this policy as long as:-

- a) the premium has been paid;
- b) the **date of occurrence** of the **insured incident** is during the period of insurance;

c) any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **territorial limit**;

d) for **civil claims**, it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which we have agreed to) or make a successful defence;

e) the **insured incident** occurs within the **territorial limit**.

2. For all **insured incidents**, **we** will help in appealing or defending an appeal, as long as the **insured person** tells **us** within the time limits allowed that they want **us** to appeal. Before **we** pay the **legal costs** for appeals, **we** must agree that it is always more likely than not that the appeal will be successful.

3. **We** will only pay the **legal costs** charged by a **representative** appointed by **us**.

4. The most **we** will pay for all claims resulting from one or more event arising at the same time, or from the same cause, is £50,000.

### **Insured incident**

#### **Section 1 – Property protection**

We will negotiate for the **insured person's** legal rights in a civil action for a dispute relating to your **property** which is owned by you following-

- 1 A legal nuisance (meaning any unlawful interference with the **insured person's** use or enjoyment of their home or some right over, or in connection with it); or
- 2 A trespass.

#### **What is not covered under Section 1**

1 A claim relating to:

- (i) any building or land not owned by **you**; or
- (ii) someone legally taking an **insured person's** material property from them, whether the **insured person** is offered money or not, or restrictions or controls placed on the **insured person's** material property by any government, or public, or local authority unless the claim is for accidental physical damage; or
- (iii) work done by any government, or public, or local authority unless the claim is for accidental physical damage.

2 A claim where the cause of action arises within the first 180 days from the start of this policy, unless **you** first purchased similar cover which expired immediately before this insurance began.

3 Defending a claim relating to an event that causes, or could cause, physical damage to material property, but defending a counter-claim is covered.

#### **Section 2 – Legal defence**

**We** will defend the **insured person's** legal rights if an event leads to their prosecution for an offence connected with the property under the following:-

- (a) The Gas Safety (Installation and Use) Regulations 1994; or
- (b) The Furniture and Furnishings (Fire) (Safety) Amendment Regulations 1993; or
- (c) The Electrical Equipment (Safety) Regulations 1994.

#### **What is not covered under section 2**

- (i) Any claim relating to the **insured person's** alleged dishonesty or alleged violent behaviour.
- (ii) Pleas in mitigation where there is no real prospect of a plea reducing the penalty.
- (iii) Any claim where the **insured person** did not take reasonable steps to comply with the regulations listed above.

#### **What is not covered**

1 Any claim reported to **us** more than 180 days after the date the **insured person** should have known about the **insured incident**.

2 Any **legal costs** that are incurred before **we** agree to pay them.

3 Any claim relating to the following:-

- (a) an **insured person's** dishonesty or violent behaviour;
- (b) the settlement payable under an insured policy.

4 Any claim arising from any venture for gain or business project of the **insured person**, other than letting the **property** under a licence or lease.

5 Fines, damages or other penalties which an **insured person** is ordered to pay by a Court or other authority.

6 Any claim caused by, contributed to, or arising from:-

- (a) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
- (b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
- (c) war, invasion, foreign enemy hostilities (whether war be declared or not) civil war, rebellion, revolution, military force or coup; or
- (d) pressure waves caused by aircraft or any other airborne devices, travelling at sonic or supersonic speeds.

7 Any claim directly, or indirectly, caused by, or resulting from any device failing to recognise,

interpret, or process any date as its true calendar date.

8 Any disagreement with **us**, or the **underwriters**, which is not dealt with under Condition 7.

9 Any legal action an **insured person** takes, which **we** or the **representative** have not agreed to, or where the **insured person** does anything that hinders **us** or the **representative**.

10 An application for judicial review.

11 Apart from **us** or the **underwriters**, the **insured person** is the only person who may enforce all or any part of this policy, and the rights and interests arising from, or connected with it. This means that The Contract (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third party rights or interest.

#### Conditions which apply to the whole policy

1 An **insured person** must:-

- (a) keep to the terms and conditions of this policy;
- (b) try to prevent anything happening that may cause a claim;
- (c) take reasonable steps to keep any amount **we** have to pay as low as possible;
- (d) send everything **we** ask for, in writing;
- (e) give **us** full details in writing of any claim as soon as possible, and give **us** any information **we** need.

2 (a) **We** can take over and conduct in the name of an **insured person**, any claim or legal proceedings at any time. **We** can negotiate any claim on behalf of an **insured person**.

- (b) The **insured person** is free to choose a **representative** (by sending us a suitably qualified person's name and address) if:-
  - (i) **we** agree to start court proceedings and it becomes necessary for a lawyer to represent the interests of the **insured person** in those proceedings; or
  - (ii) there is a conflict of interest. **We** may choose not to accept the **insured person's** choice, but only in exceptional circumstances. If there is a disagreement over the choice of **representative** in these circumstances, the **insured person** may choose another suitably qualified person.
- (c) In all circumstances, except those in 2(b) above, **we** are free to choose a **representative**.
- (d) Any **representative** will be appointed by **us** to represent the **insured person**, according to **our** standard terms of appointment. The **representative** must cooperate fully with **us** at all times.
- (e) **We** will have direct contact with the **representative**.

(f) The **insured person** must cooperate fully with **us** and the **representative** and must keep **us** up to date with the progress of the claim.

(g) The **insured person** must give the **representative** any instructions **we** require.

3 (a) The **insured person** must tell **us** if anyone offers to settle the claim.

(b) If the **insured person** does not accept a reasonable offer to settle the claim, **we** may refuse to pay any **legal costs**.

(c) **We** may decide to pay the **insured person** the amount of damages the **insured person** is claiming, or what is being claimed against them, instead of starting or continuing legal proceedings.

4 (a) The **insured person** must tell the **representative** to have **legal costs** taxed, assessed or audited if **we** ask for this.

(b) The **insured person** must take every step to recover **legal costs** that **we** have to pay, and must pay **us** any **legal costs** that are recovered.

5 If the **representative** refuses to continue acting for the **insured person**, or if an **insured person** dismisses the **representative**, the cover **we** provide will end at once, unless **we** agree to appoint any other **representative**.

6 If the **insured person** settles a claim or withdraws it without **our** agreement, or does not give suitable instructions to a **representative**, the cover **we** provide will end at once and **we** will be entitled to reclaim any **legal costs we** have paid.

7 If **we** and the **insured person** disagree about the choice of **representative**, or about the handling of a claim, **we** and the **insured person** can choose another suitably qualified person to decide the matter. **We** and the **insured person** must both agree to the choice of this in writing. Failing this, **we** will ask the president of the relevant national law society to choose a suitably qualified person. All costs of resolving this must be paid by the party whose argument is rejected.

8 **We** may, at **our** discretion, require the **insured person** to obtain, at **your** expense, an opinion from a lawyer or other suitably qualified person chosen by the **insured person** and **us**, as to the merits of the claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that the **insured person** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence, **we** will pay the costs of obtaining the opinion.

9 **We** can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand. **You** can cancel this policy within 14 days of taking it out. After this **you** can cancel it anytime by telling the person who sells **you** this insurance, subject to 14 days notice of cancellation. **You** can ask the person who sells **you** this insurance about getting a refund of premium if **you** cancel this policy.

10 **We** will not pay any claim covered under any other policy, or any claims that would have been covered by any other policy if this policy did not exist.

11 The insured must take all reasonable steps to comply with the regulations stated in Section 2 and keep evidence of compliance such as inspection certificates.

12 The policy will be governed by English Law.

### **Data protection**

To provide and administer the legal advice service and legal expenses insurance we must process your personal data and where appropriate your sensitive person data and in doing this we will comply with the Data Protection Act 1998. We may need to pass data to the underwriters of the policy, DAS Legal Expenses Insurance Company Ltd. Unless required by law, by our regulator or a professional body, we will not disclose your data to any other person or organisation or use it for any other purpose. The data controller is Amicus Legal Ltd.

### **How to make a complaint**

If you have a complaint about our service or about a claim, please write to the Claims Director at Amicus Legal Ltd, The Old Exchange, 64 West Stockwell Street, Colchester, Essex CO1 1HE. Complaints will be acknowledged within 5 business days of receipt confirming the name of the person dealing with the matter and when a response can be expected. We aim to provide a full written response within 20 business days unless the complaint is of such a nature that it needs more detailed investigation. If this is the case, we will advise you of the likely timescale. If you are still not happy with the response you receive, you have the right to ask the Financial Ombudsman Service to review your case within six months of the company's decision to investigate the complaint.

### **Financial Service Compensation Scheme**

You may be entitled to compensation from the Financial Service Compensation Scheme (FSCS) if either DAS Legal Expenses Insurance Company Ltd, or Amicus Legal Ltd cannot meet their obligations. This depends on the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claims costs. You can get more information about the compensation scheme from FSCS.

### **The role of Amicus Legal Ltd**

In arranging this type of insurance Amicus acts only for one insurer, DAS Legal Expenses Insurance Company Ltd of DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. The law which applies to this insurance is English and the English language will be used in all communications. In administering claims under the insurance policy, Amicus acts on behalf of the insurer. If a claim is accepted, a solicitor or other advisor will be appointed to act for the insured. In some circumstances Amicus may provide legal advice to the insured, but only if there is no conflict of interest between the insured and the insurer or Amicus.

These circumstances are:-

Amicus provides a telephone legal advice service to insureds.

Amicus may engage in correspondence on behalf of insureds to pursue civil claims against other parties, provided legal proceedings have not been issued. In the event that a conflict of interest arises between two people both insured through Amicus, or between an insured and Amicus, or an insured and the insurer, then arrangements will be made for separate representation.

To ensure that an accurate record is maintained, your telephone call may be recorded.

DAS Legal Expenses Insurance Company Ltd and Amicus Legal Ltd are incorporated within the UK and are authorised and regulated by the Financial Services Authority.

Amicus Legal is not a solicitor's practice.