

# LANDLORDS COMMERCIAL PROPERTY PROFESSIONAL FEES



## POLICY SUMMARY

Some important facts about the Professional Fees policy are summarised below. This summary does not describe all of the terms and conditions of the policy, so you will need to take time to read the insurance policy wording to make sure that you understand the cover that it provides. All references below to the cover provided are contained within the full policy wording. Please note that a full policy wording is available for your inspection upon request.

## NAME OF INSURER

This insurance is administered by Legal Insurance Management Ltd and underwritten by Royal & Sun Alliance Insurance plc.

## NAME OF COVERHOLDER

The policy is arranged by Lexelle Ltd and administered on behalf of the insurers by Legal Insurance Management Ltd, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands DY5 1XF.

## TYPE OF INSURANCE

The policy is designed to cover the cost of professional fees charged by a claims handler, solicitor or accountant following a specific occurrence, provided that cover for that occurrence is detailed within the policy wording and is not specifically excluded within the policy schedule issued.

## SIGNIFICANT FEATURES AND BENEFITS

The policy includes the following features (unless specifically excluded by the policy schedule issued), which are fully explained in detail in the policy wording. The Claim Limits provided will be shown on the policy schedule issued.

## CLAIM LIMITS

£25,000 Any one claim and within any one period of insurance.

Unless detailed otherwise below.

Section of Cover	Cover Provided	Specific Section Exclusions (Please note that this only shows the significant exclusions and reference should be made to the policy wording for a definitive list)
<b>Breach of Tenancy Agreement</b>	Costs to pursue the tenant if they have breached any of their obligations under the tenancy agreement.	Any claim where the tenant has behaved anti-socially. Costs relating to interest on rent or service charges.
<b>Pursuit of Rent Arrears</b>	Costs to pursue rent arrears which began during the period of insurance.	Costs relating to interest on rent or service charges. Any rent payable after you have recovered full and vacant possession of the property.
<b>Eviction</b>	Costs to evict anyone in the property without your permission.	
<b>Legal Defence</b>	Costs to defend civil or criminal legal action taken against you following any act or omission by you in relation to your ownership or management of the property.	
<b>Legal Advice Helpline Service</b>	Free access to legal advice & assistance.	The helpline can provide general advice only and cannot assist with complex legal matters which may require the review of documentation and is not intended to replace the services of a solicitor.

## **SIGNIFICANT AND UNUSUAL EXCLUSIONS OR LIMITATIONS:**

The policy will exclude claims where the incident falls outside of the scope of cover provided by the policy wording or where this is subject to a specific exclusion or limitation. Please refer to the policy wording for full details. The most significant or unusual exclusions or limitations are outlined below.

- Other than the excess (first amount of any claim you are required to pay) shown under the relevant section of cover listed above, unless otherwise shown on the policy schedule, no additional excess applies.
- **You must obtain or have obtained and be able to produce an up to date satisfactory credit reference prior to the granting of the tenancy.**
- If you can convince us that there are sensible prospects of being successful in your claim and that it is reasonable for Professional Fees to be paid we will take over the claim on your behalf appoint a specialist of our choice to act on your behalf.
- We may limit the Professional Fees that we will pay under the policy where we consider it is unlikely a reasonable settlement of the claim will be obtained, the potential settlement amount of the claim is disproportionate compared with the time and expense incurred in pursuing or defending the claim or where there are insufficient prospects of obtaining recovery of any sums claimed.
- Where it may cost us more to handle a claim than the amount in dispute we may at our option pay to you the amount in dispute which will then constitute the end of the claim under the policy.
- If Legal Proceedings have been agreed by us you may at that stage decide to nominate and use your own solicitor or indeed, you may wish to continue to use our own specialists. If you decide to nominate your own solicitor we must agree this in advance and you will be responsible for any Professional Fees in excess of those which our own specialists would normally charge us (Details are available upon request).
- At conclusion of the claim if you are awarded any costs (not your damages), these must be paid to us.
- Please note that if you should engage the services of a solicitor prior to making contact with us any costs that you incur are not covered by this Insurance.
- This is a policy where you must notify us during the period of insurance and within 30 days of any circumstances which may give rise to any claim under the policy. Failure to do so could mean that we decline to pay a claim for your professional fees.
- The jurisdiction and territorial limits of the policy is The United Kingdom.
- The following circumstances are not covered by the policy:
  - an event which occurs within the first 90 days of the Period of Insurance where the Tenancy Agreement commenced before the Tenant Reference unless the Insured had continuous legal expenses and rent guarantee insurance with another insurer in respect of the same Tenancy Agreement and the same Tenant and there had been no claims reported under that insurance;
  - claims where the Tenancy Agreement commenced more than 31 days after the date of the Tenant Reference;
  - any Insured Incident arising out of a tenancy agreement which does not fall within the definition of Tenancy Agreement;
  - a dispute relating to service charges or any compensation payment to a tenant;
  - dilapidation claims which fall to be determined by way of the Small Claims Procedure in the County Court with respect to property situated in England, Wales or Northern Ireland or in Scotland the Small Claims Procedure in the Sheriff Court or damage or loss of fixtures and fittings, furniture or equipment not referred to in an existing inventory signed by the Tenant prior to or at the commencement of the Tenancy Agreement;
  - the Tenancy Agreement having been granted without first obtaining the requisite consent or licence;
  - claims arising out of rent registration or reviews, purchasing the freehold of the Property, rent tribunals, land tribunals or rate tribunals unless defending action brought against you by the Tenant;
  - disputes where the Tenant is not aged 18 years or over;
  - where the amount in dispute is less than £250 including VAT.

## **DURATION OF THE CONTRACT**

The cover provided by the policy is normally for a twelve month period. Where this is altered, it will be clearly shown within the quotation provided and policy schedule subsequently issued.

## **CANCELLATION**

We wish you to be happy with the cover provided by your policy. However you have the right to cancel the policy within 14 days of receiving the policy documents without giving reason. If you chose to cancel, we will refund your premium after first (at our discretion) charging for the cover provided from the date of commencement of the contract until the date of cancellation and any helpline costs incurred.

## MAKING A CLAIM

If you wish to make a claim, it's important to let us know as soon as possible and during the period of insurance. You can obtain and submit a claim form to us by using one of the contact methods below.



Visit [landlord-claims.legalim.co.uk](https://landlord-claims.legalim.co.uk) to submit your claim online.



Post your claim form to us at:

Legal Insurance Management Ltd  
1 Hagley Court North  
The Waterfront  
Brierley Hill  
West Midlands  
DY5 1XF



Call us on:

01384 377000

## COMPLAINTS PROCEDURE

In the Event of a complaint arising under this insurance, you should in the first instance contact Legal Insurance Management Ltd.



Write to us at:

Legal Insurance Management Ltd  
1 Hagley Court North  
The Waterfront  
Brierley Hill  
West Midlands  
DY5 1XF



Email us at:

[claims@legalim.co.uk](mailto:claims@legalim.co.uk)



Call us on:

01384 377 000

Please ensure your policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This may also apply if you are insured in a business capacity. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Tel: 0300 123 9 123

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.

## COMPENSATION SCHEME

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.