

# COMMERCIAL LANDLORD PROFESSIONAL FEES POLICY



## Introduction

Thank you for choosing to insure with **us**. Please read carefully all documents that **we** have provided, together with any addendum, endorsements and the **schedule**.

If something's not right, **you** have any questions, need anything explained or believe this contract does not meet **your** needs, please contact **your** insurance agent immediately. If **you** are unhappy with the terms and wish to cancel the policy, please contact **your** insurance agent within 14 days from the date of purchase, and a full refund of premium will be arranged. This is subject to there being no claims made under this policy.

## Assistance Helpline Services

**You** can contact one of **our** helplines to obtain legal advice and guidance. **We** will not accept responsibility if any of the helpline services fail for reasons beyond **our** control.

### Legal Advice Helpline

**0345 604 4894**

This helpline operates 24/7, 365 days a year and can provide advice on legal matters. Please note, this helpline service is not empowered to give advice on the admissibility of a claim under this policy. If **you** wish to make a claim, the helpline can provide **you** with a form that should be submitted directly to Legal Insurance Management Ltd.

## 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](http://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

## Terms of Cover

This policy is written on a 'Claims Made' basis, which means it's important to let **us** know about any potential claims within 30 days and during this **period of insurance**. As a consequence, please note all cover therefore ceases upon expiry of this policy.

Please see the Policy Conditions section of this document, which sets out how **we** will assess **your** claim, **your** obligations to **us** under the policy and how **we** will handle **your** claim.

## Meaning of Words

The words or expressions set out below have the following meaning wherever they appear emboldened in this policy.

<b>Authorised Professional</b>	A solicitor, counsel, claims handler, mediator, accountant or other appropriately qualified person appointed and approved by <b>us</b> under the terms and conditions of this policy to represent <b>your</b> interests.
<b>Civil Legal Action</b>	When formal legal proceedings are taken against an opponent in a <b>Court</b> of Law.
<b>Claim Limits</b>	The amount <b>we</b> will pay in respect of any one claim and the total amount payable within any one <b>period of insurance</b> as specified in the <b>schedule</b> .
<b>Costs</b>	<b>Your authorised professional's</b> fees, <b>costs</b> and disbursements which <b>we</b> have agreed or the <b>costs</b> of any other people involved in the legal proceedings if <b>you</b> have to pay those <b>costs</b> . This includes <b>costs</b> following an 'out-of-court' settlement to which <b>we</b> have agreed. This does not include any damages, fines or penalties <b>you</b> have to pay.
<b>Court</b>	A <b>court</b> , tribunal or other competent authority.
<b>Criminal Legal Action</b>	When a criminal investigation against <b>you</b> commences.
<b>Deposit</b>	The sum paid by the <b>tenant</b> to <b>you</b> or the <b>letting agent</b> under the terms of the <b>tenancy agreement</b> for the purpose of providing <b>you</b> with a reimbursement or partial reimbursement against losses arising from the <b>tenant's</b> breach of any of the terms of the <b>tenancy agreement</b> .
<b>Event</b>	The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one insured incident shall be deemed to have arisen from all causes of action, incidents or <b>events</b> that are related by cause or time.
<b>Excess</b>	The first amount of each and every claim as detailed in the <b>schedule</b> or insured <b>event</b> .
<b>Guarantor</b>	The individual or organisation that has received a written <b>tenant reference</b> and provided a financial guarantee of the <b>tenant's</b> performance of their obligations under the <b>tenancy agreement</b> . The <b>guarantor</b> must be shown in the <b>tenancy agreement</b> .
<b>Insurer</b>	This insurance is administered by Legal Insurance Management Ltd and underwritten by Royal & Sun Alliance Insurance plc.
<b>Letting Agent</b>	The organisation with whom <b>you</b> have entered into a formal written contract to let, manage and administer the <b>property</b> on <b>your</b> behalf.
<b>Period of Insurance</b>	The dates as shown on <b>your schedule</b> .
<b>Policyholder, You, Your</b>	<ol style="list-style-type: none"> <li>a) The person or company who has paid the premium, is named in the schedule as the <b>policyholder</b> and rents the <b>property</b> to the <b>tenant(s)</b>.</li> <li>b) The person or company authorised by mandate to act on the landlord's behalf.</li> </ol>
<b>Property</b>	The <b>property</b> or <b>properties</b> stated on the schedule, owned by <b>you</b> and let to <b>tenants</b> for residential purposes only.
<b>Prospects of Success</b>	At least a 51% chance of <b>you</b> achieving a favourable outcome.
<b>Rent</b>	The monthly amount payable by the <b>tenant</b> to <b>you</b> , as set out in the <b>tenancy agreement</b> and shown in the <b>schedule</b> .
<b>Rent Arrears</b>	Money owed to <b>you</b> by a <b>tenant</b> under the <b>tenancy agreement</b> (less the <b>deposit</b> or balance of the <b>deposit</b> following sight of accounted receipts relating to dilapidations caused to the <b>property</b> by the <b>tenant</b> ).
<b>Schedule</b>	The document which details <b>your</b> personal information for the purposes of this insurance and is attached to and forms part of this policy.
<b>Standard Professional Fees</b>	The level of <b>costs</b> that would normally be incurred by <b>us</b> in using an <b>authorised professional</b> of <b>our</b> choice.
<b>Tenancy Agreement</b>	A residential <b>tenancy agreement</b> in writing between <b>you</b> and the <b>tenant</b> .  In Northern Ireland, the agreement between <b>you</b> and the <b>tenant</b> to let the <b>property</b> must not be a Protected Tenancy, Statutory Tenancy or Protected Shorthold Tenancy.
<b>Tenant(s)</b>	The individual(s) or company entitled to the tenancy of the <b>property</b> having received a <b>tenant reference</b> .
<b>Tenant Reference</b>	<ol style="list-style-type: none"> <li>1. A credit check against the <b>tenant</b> and any <b>guarantor</b>, obtained from a licenced credit referencing company showing: <ol style="list-style-type: none"> <li>a. No County Court Judgments in the past 3 years.</li> <li>b. No outstanding County Court Judgments.</li> <li>c. The <b>tenant's</b> financial ability to meet the <b>rent</b> commitment, or the <b>guarantor's</b> financial ability to meet the <b>rent</b> commitment if applicable.</li> <li>d. That it is appropriate in the circumstances following receipt of the outcome of the credit check to grant a <b>tenancy agreement</b> to the <b>tenant</b>.</li> </ol> </li> <li>2. Copies of two forms of identification, one of which must contain a photograph where the <b>tenant</b> is an individual.</li> </ol>
<b>Territorial Limits</b>	The United Kingdom (meaning England, Scotland, Northern Ireland and Wales), Channel Islands and Isle of Man.

<b>Terrorism</b>	The use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.
<b>Time of Occurrence</b>	The date upon which the event first became known.
<b>We, Us, Our</b>	Legal Insurance Management Ltd and Royal & Sun Alliance Insurance plc.

## Cover

We will provide the cover detailed in the Insured Events section of this policy, subject to the terms, conditions and limitations shown below or amended in writing by us during the **period of insurance**.

## Insured Events

Breach of Tenancy Agreement	
What is Covered?	What is Excluded?
<b>Costs</b> to pursue the <b>tenant</b> if they have breached any of their obligations under the <b>tenancy agreement</b> .	<ol style="list-style-type: none"> <li>Any claim where the <b>tenant</b> has behaved anti-socially.</li> <li><b>Costs</b> relating to interest on <b>rent</b> or service charges.</li> </ol>

Pursuit of Rent Arrears	
What is Covered?	What is Excluded?
<b>Costs</b> to pursue <b>rent arrears</b> which began during the <b>period of insurance</b> .	<ol style="list-style-type: none"> <li><b>Costs</b> relating to interest on <b>rent</b> or service charges.</li> <li>Any <b>rent</b> payable after <b>you</b> have recovered full and vacant possession of the <b>property</b>.</li> </ol>

Eviction	
What is Covered?	What is Excluded?
<b>Costs</b> to evict anyone in the <b>property</b> without <b>your</b> permission.	

Legal Defence	
What is Covered?	What is Excluded?
<b>Costs</b> to defend <b>civil or criminal legal action</b> taken against <b>you</b> following any act or omission by <b>you</b> in relation to <b>your</b> ownership or management of the <b>property</b> .	

## General Exclusions

1. **Costs** incurred:
  - a. In respect of any **event** where the **time of occurrence** commenced prior to the commencement of this insurance.
  - b. Where **you** are aware of a circumstance that may give rise to a claim when purchasing this insurance.
  - c. Before **our** written acceptance of a claim.
  - d. Before **our** approval or beyond those for which **we** have given **our** approval.
  - e. Where **you** fail to give proper instructions in due time to **us** or to the **authorised professional**.
  - f. Where **you** are responsible for anything which in **our** opinion prejudices **your** case.
  - g. If **you** withdraw instructions from **or**, fail to respond to the **authorised professional**, withdraw from the legal proceedings or the **authorised professional** refuses to continue to act for **you**.
  - h. Where **you** decide that **you** no longer wish to pursue **your** claim as a result of disinclination. All **costs** incurred up until this stage will become **your** responsibility.
  - i. In excess of **our standard professional fees** where **you** have elected to use an **authorised professional** of **your** own choice.
2. Any claim if **we** consider it is unlikely a favourable settlement will be obtained, or where the likely settlement is disproportionate compared with the time and **costs** incurred.
3. Claims where **you** fail to follow the advice or proper instructions of **us** or the **authorised professional**.
4. Appeals where **you** have failed to notify **us** in writing of **your** wish to appeal at least six working days before the deadline for giving notice.
5. Any **costs** and expenses that could have been recovered under any other insurance or from a Trade Union, public body or employer.
6. **Costs** arising from computer software tailored by the supplier to **your** own requirements.
7. Legal action outside the **territorial limits**, and/or proceedings in constitutional, international or supranational courts or tribunals including the European Courts of Justice and the Commission and **Court** of Human Rights.
8. Any dispute relating to written or verbal remarks which damage **your** reputation.
9. Any disputes involving a contract of insurance.
10. Any disputes with **us** not dealt with under the arbitration condition.
11. An application for judicial review or any **costs** incurred in new areas of law or test cases.
12. Any **costs** relating to **your** alleged dishonesty, deliberate or wilful act, omission or misrepresentation.
13. 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** of damage or loss of fixtures, furniture or equipment not referred to in an existing inventory signed by the **tenant** prior to or at the commencement of the **tenancy agreement**.
14. Any amount in dispute less than £250 including VAT.
15. The **tenant's** compensation payable by **you** following an Order of the **Court** or the terms of any settlement approved in writing by **us**.
16. The **tenancy agreement** having been granted without first obtaining the requisite consent or licence.
17. Payment or non-payment of service charges.
18. An event which occurs within the first 90 days of the **period of insurance** where the **tenancy agreement** commenced before the **tenant reference** unless **you** 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.
19. Claims where the **tenancy agreement** commenced more than 31 days after the date of the **tenant reference**.
20. Claims where **you** fail to provide evidence relating to a **tenant reference**.
21. Disputes between **you** and **your** mortgage lender or **letting agent**.
22. Disputes where the **tenant** is not aged 18 years or over.
23. Claims if **you** or **your letting agent** have allowed the **tenant** into possession of the **property** prior to:
  - a) The **tenancy agreement** being signed by all parties.
  - b) A **tenant reference** having been obtained.
  - c) All necessary statutory pre-grant notices to the **tenant** having been issued.
  - d) The first month's **rent** and the **deposit** having been received in cash or cleared funds.
  - e) The dilapidations inventory having been signed by the **tenant**.
24. Any claim where **you** or **your letting agent** gave any false or misleading information when applying for the **tenant reference** or for this insurance cover or where the **tenant** received a **tenant reference** subject to a **guarantor** and the **guarantor** was not correctly assigned to the **tenancy agreement**.
25. Any **costs** incurred in **rent** registrations or reviews, purchasing the freehold of the **property**, **rent** tribunals, land tribunals or rate tribunals unless defending action brought against **you** by the **tenant**.
26. Claims where the dispute is not in relation to the **property**, the tenancy of the **property** or **your** actions as the landlord of the **property**.
27. Any claim that could've been accepted or rejected under a previous or new legal expenses policy for the reason of this policy being written on a different claims notification basis.
28. Any claim arising from or relating to a class action.
29. Any direct or indirect liability, loss or damage caused:
  - a. to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or
  - b. by computer viruses.This does not apply to legal proceedings connected with claiming compensation following **your** death or bodily injury.
30. Any claim or expense of any kind caused directly or indirectly by:
  - a. ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel; or
  - b. the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.

31. Any loss or damage caused by any sort of war, invasion or revolution.
32. Any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.
33. Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of **terrorism**.

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## Policy Conditions

### Rent Arrears

1. If **rent** is overdue **you** must contact the **tenant** within 7 days to establish the reason for the default.
2. If the **rent** is not paid within a further 7 days the **tenant** must be contacted again. If the **tenant** cannot be contacted, and it is lawful to do so, **you** must serve notice of a requirement to undertake an inspection and visit the **property** in accordance with **your** obligations within the **tenancy agreement**. **You** should contact the Legal Advice Helpline if **you** are unsure that such an inspection is lawful.

### Deposit

**You** will inform **us** in writing of the allocation of the **deposit** and no deductions may be made from the **deposit** without **our** prior approval. The balance of the **deposit** after such approved deductions will be applied to reduce **rent arrears** which **you** may be entitled to claim from **us** under the terms of this policy. Such monies may not be utilised to discharge **your** liabilities in respect of the **excess** under this policy.

### Notifying Us

If anything happens which could lead to a claim under this policy, **you** must let **us** know as soon as possible by submitting a claim form and providing **us** with all the information **we** may need. Until **you** have let **us** know about the claim and **we** have provided acceptance in writing, **we** will not be responsible for any **costs**, nor will **we** cover any **costs** that were incurred before **we** accepted the claim.

It's important to remember that **you** must notify claims directly to Legal Insurance Management Ltd. Informing any of **our** Advice Helplines does not class as notification of a claim.

### Claims Decision

The decision to accept **your** claim will take into account the advice of the **authorised professional**, as well as **our** own claims handlers. **We** may require, at **your** expense, an opinion of an expert or counsel on the merits of **your** claim. If the claim is subsequently admitted **your costs** in obtaining such an opinion and providing such advice will be covered under this insurance.

**Your** claim will be accepted if all of the following apply:

1. The position has not been prejudiced.
2. **We** have assessed **your** claim and deem it to have **prospects of success**.
3. It's likely a sensible settlement will be obtained and is proportionate with the time and **costs** incurred in dealing with **your** claim.
4. The event and action required are covered by this insurance under the Insured Events section. The event must have happened within the **territorial limits** and during the **period of insurance**.
5. **You** have kept to the terms and conditions of this policy and none of the exclusions listed under the General Exclusions section apply.

After receiving **your** claim or during the course of it **we** may find:

1. **Your prospects of success** are insufficient.
2. There is a more suitable course of action.
3. **We** cannot agree to the claim.

In these circumstances, **we** may not continue to support **your** claim and will tell **you** why in writing.

**We** may also limit the **costs** that **we** pay under the policy for **your** claim in the following circumstances:

1. **We** consider it is unlikely a sensible settlement will be obtained.
2. The likely settlement is disproportionate with the time and expenses necessary to achieve it.
3. There are insufficient prospects of obtaining recovery of any sums claimed.

Alternatively, where it may cost **us** more to handle a claim than the amount in dispute **we** may, at **our** discretion, pay to **you** the amount in dispute which will represent full and final settlement under this policy providing **you** have complied with all terms and conditions.

If **you** make a claim under this policy which **you** subsequently discontinue due to **your** own disinclination to proceed, any **costs** incurred to date will become **your** own responsibility and will need to be repaid to **us**.

### Representation

If **your** claim is accepted, **we** will take over and conduct the prosecution, pursuit, defence or settlement on **your** behalf. **We** will also select an **authorised professional** of **our** choice to act on **your** behalf.

If legal action is agreed by **us**, **you** can continue to use the **authorised professional** **we** have selected. However, **you** are also entitled to nominate an **authorised professional** of **your** choice, although this must be agreed with **us** in advance, confirmed in writing and **you** will be responsible for any **costs** in excess of **our standard professional fees**. **You** will need to satisfy **us** that **your** chosen representative has the appropriate experience and skills to represent **you**, and **you** shall have a duty to minimise the **costs** of legal action.

Any dispute arising from or in relation to the **authorised professional** shall be referred in arbitration in accordance with the policy conditions.

## Conduct of Claim

1. It's important to co-operate with **us** at all times. **You** must give **us** and the **authorised professional** all the information and help required. This will include a truthful account of **your** case, any paperwork requested and information on all material developments.
2. **We** will have direct access to the **authorised professional** at all times. **We** shall also be entitled to obtain any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and **you** shall give any instructions to the **authorised professional** which may be required for this purpose.
3. **You** or the **authorised professional** must notify **us** immediately in writing of any offer or payment into **court**, made with a view to settlement, and **you** must await **our** written agreement before accepting or declining any such offer.
4. **We** will not be bound by any promise or undertaking given by **you** to the **authorised professional** or by either of **you** to any **court**, witness, expert, agent or any other person without **our** agreement.

## Due Care

**You** must take due care to prevent incidents that may give rise to a claim and to minimise the amount payable by **Us**.

## Recovery of Costs

**You** should take all steps to recover **costs** charges, fees or expenses. If another person is ordered, or agrees, to pay **you** all or any **costs**, charges, fees, expenses or compensation **you** will do everything possible (subject to **our** directions) to recover the money and hold it on **our** behalf. If payment is made by instalments these will be paid to **us** until **we** have recovered the total amount that the other person was ordered, or agreed to pay by way of **costs**, charges or fees.

## Fraud

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to the police or fraud prevention agencies. **We** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. In these circumstances, **you** will not be entitled to any refund of premium or benefit under the policy. **We** may also take legal action against **you** and inform the appropriate authorities.

## Arbitration

Any dispute between **you** and **us**, which is not solved by either party, will be governed by the laws of England and Wales and will be referred to a single arbitrator. The arbitrator shall be a solicitor or barrister on whom **we** both agree. If **we** are unable to agree, one will be nominated by the Law Society. Where appropriate, the dispute will be resolved on the basis of written submissions, and the cost of resolving the dispute will be met in full by the party against whom the decision is made. The arbitrator shall have the power to apportion **costs** in the case that a decision is not clearly made against either party.

## Royal & Sun Alliance Insurance plc Privacy Policy

**Your** privacy is important to **us** and **we** are committed to keeping it protected. **We** have created this Customer Privacy Notice which will explain how **we** use the information **we** collect about **you** and how **you** can exercise **your** data protection rights. **You** can view **our** full privacy notice by visiting <https://www.rsagroup.com/support/legal-information/partner-privacy-policy/>

If **you're** unable to access the link or have any questions or comments about **our** privacy notice, please write to: The Data Protection Officer, RSA, Bowling Mill, Dean Clough Industrial Park, Halifax HX3 5WA.

**You** can also email **Us** at [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

## Legal Insurance Management Ltd Privacy Notice

Legal Insurance Management Ltd (LIM) needs to collect and store personal data about its clients, insurance claims, suppliers and other users of LIM's facilities to allow it to maintain its core operations and meet its customers' requirements effectively. The provision of this personal data is necessary for LIM to administer **your** insurance policy and meet **our** contractual requirements under the policy.

It is important to LIM that **you** are clear on what information **we** collect and why **we** collect it. **You** can withdraw **your** consent at any point by notifying LIM, however if **you** have an on-going claim this may affect continued cover under **your** policy. Should **your** data need updating, this can also be done at any point by contacting LIM.

To view **our** full privacy notice, **you** can go to <https://www.legalim.co.uk/Policyholder-privacy-notice> or request a copy by emailing **us** at [dataprotection@legalim.co.uk](mailto:dataprotection@legalim.co.uk). Alternatively, **you** can write to **us** at: Data Protection, Legal Insurance Management Ltd, 1 Hagley Court North, Brierley Hill, West Midlands DY5 1XF.

## Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

## Cancellation

If **you** decide this policy does not meet **your** insurance needs, please return it to **your** agent within 14 days from the date of purchase.

Providing that no claims have been made, **we** will refund **your** premium in full. **You** may cancel **your** policy at any time after the first 14 days by informing **your** agent, although no refund of premium will be payable.

**We** may at any time cancel **your** insurance by giving 14 days' notice in writing where there is a valid reason for doing so.

### Act of Parliament

Any reference to an Act of Parliament within the policy shall include an amending or replacing Act, and also include equivalent legislation in Scotland, Northern Ireland, the Channel Islands, the Isle of Man and under European Law where applied in the United Kingdom.

### Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the **policyholder's** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. In the event of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands shall apply.

### 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.