# RENT & LEGAL PROTECTION Policy Summary

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THE LETTINGS HUB

# RENT & LEGAL PROTECTION Policy Summary

This document provides a summary of the cover available under this policy. Full details can be found in the Policy Booklet, a copy of which is available at www.lettingshub.co.uk or by contacting our Customer Services team. A copy will also be sent to you if you purchase the policy. If you have purchased a policy, please refer to the Policy Booklet and your Master Policy Schedule (which includes any endorsements that apply) for full details of your individual cover. On receipt of your Policy Booklet, you will have 14 days to decide if you wish to cancel the policy - see "Your right to cancel" on page 4 for more information.

This policy is arranged by The Lettings Hub Limited, an Appointed Representative of Let Insurance Services Limited (LIS). This policy is administered and managed by Legal Protection Group Limited on behalf of the insurer. The policy is underwritten by Financial & Legal Insurance Company Limited.

Policies are a 12-month contract and may be amended from time to time with 30 days' prior notice, unless the change is required to fulfil regulatory requirements.

You will be covered for legal costs incurred in relation to repossession of the insured property, property damage, eviction of squatters, rent recovery and landlord's legal defence. In addition you will be covered for the landlord's rent arrears, hotel expenses and storage costs. You also have access to our additional telephone services for legal advice, tax advice and counselling.

## **Policy Limit**

You may claim for up to £100,000 per claim.

## **Territorial limits**

This policy covers rental properties within the United Kingdom of Great Britain and Northern Ireland.

# Applicable law

This policy will be governed by the law of England and Wales.

## **Comprehensive reference**

To qualify for cover under this policy you must have obtained a satisfactory comprehensive reference before the tenancy started. A comprehensive reference is defined as an Elite or Essential++ reference from The Lettings Hub showing an 'Accept' decision or, a certified or uncertified++ Property Passport<sup>™</sup> with a Tenancy Score of 40 or more, on the Tenant(s) named in the Tenancy Agreement. Where the Elite/Essential++ reference or Property Passport<sup>™</sup> state Tenant(s) require a suitable Guarantor, a Guarantor must also be named in the Tenancy Agreement and have received an 'Accept' recommendation on an Elite or Essential++ reference or a Tenancy Score of 40 or more on a certified or uncertified++ Property Passport<sup>™</sup>. All conditions noted in the reference must be met for both Tenants and Guarantors.

The Comprehensive Reference must have been carried out no more than 60 days before the Tenancy Agreement started. This can be extended to 180 days for students and up to 90 days for all other Tenants and Guarantors where a certified or uncertified++ Property Passport<sup>™</sup> has been obtained, dependent on the expiry date of the Property Passport<sup>™</sup>.

A satisfactory reference from an alternative licenced tenant reference agency is acceptable if it meets the Comprehensive Reference criteria detailed in the Policy Booklet.

## **General exclusions or limitations**

It must be more likely than not that you will recover damages or make a successful defence of your civil claim.

Before the tenancy starts you must have obtained a satisfactory comprehensive reference.

You will not be covered for any costs incurred before we agree to pay them.

We are free to choose a lawyer to act on your behalf, unless we agree to start proceedings or there is a conflict of interest.

### **Claims Excesses**

No excess will apply.

The Lettings Hub, The Landlord Hub and LetRisks are trading names of Let Insurance Services Limited, an independent intermediary authorised and regulated by the Financial Conduct Authority. The company is entered on the FCA register (www.fca.org.uk/register) under reference 474985. Let Insurance Services Limited is registered in England and Wales Registration No. 06413754. The registered office is at 8 Axon, Commerce Road, Lynch Wood, Peterborough, PE2 6LR. The Lettings Hub Ltd is an Appointed Representative of Let Insurance Services Ltd. The Lettings Hub Ltd: Registered in England No. 8403543. Registered office: 8 Axon, Commerce Road, Lynch Wood, Peterborough, PE2 6LR. A023.4\_TLH\_V11\_240219





## **1. Repossession**

Features & Benefits	Significant Exclusions or Limitations
Legal costs incurred in gaining possession of the insured property from the tenants.	<ul> <li>The insured property must be let under:</li> <li>an assured shorthold tenancy; or</li> <li>a short assured tenancy; or</li> <li>an assured tenancy.</li> <li>Any claim where you have not complied with the requirements of the Immigration Act 2016 will not be covered.</li> </ul>

### 2. Property damage

Features & Benefits	Significant Exclusions or Limitations
Legal costs incurred in pursuit of the landlord's legal rights after an event which causes direct physical damage to the insured property.	The amount in dispute must be more than £1,000.

# 3. Eviction of squatters

Features & Benefits	Significant Exclusions or Limitations
Legal costs incurred to evict someone living in the insured property without your or the landlord's permission.	In England, Scotland and Wales, squatting is a criminal offence. You should the contact the police in the first instance.

# 4. Rent recovery

Features & Benefits	Significant Exclusions or Limitations
Legal costs incurred in recovering rent owed by the tenant.	Rent arrears must have been overdue for at least one calendar month. Registering rents, reviewing rents or any matter to do with rent, rate or land tribunals, rent assessment committees and rent officers will not be covered.





### 5. Rent arrears

#### **Features & Benefits**

We will pay the rent arrears until vacant possession is obtained.

We will pay 75% of the monthly rent that would have been payable for a maximum of two months until your property is ready to be re-let, if your property cannot be immediately re-let due to damage or neglect which the tenant is responsible for under the tenancy agreement.

Provided that in cases where rent arrears have accrued, you must agree to our appointed lawyer taking all appropriate steps to negotiate the rent arrears with the defaulting tenant or any applicable guarantor before a notice of eviction is served upon the tenant to quit the insured property.

#### Significant Exclusions or Limitations

Cover will only be provided if repossession is being sought under insured incident 1 (Repossession).

Before the tenancy starts you must have obtained a satisfactory comprehensive reference.

Where you do not agree to our appointed lawyer taking all appropriate steps to negotiate the rent arrears with the defaulting tenant or any applicable guarantor, no cover for rent arrears will be payable under the terms of this insurance.

In excess of 12 monthly rental payments where the tenant has successfully submitted a valid defence to the eviction.

### 6. Legal defence

Features & Benefits	Significant Exclusions or Limitations
Legal costs incurred to defend criminal prosecutions against the landlord relating to the letting of the insured property and actions for unlawful discrimination.	We will not pay fines, penalties, compensation or damages which the landlord is ordered to pay by a court or other authority.
	We must agree that it is always more likely than not that any appeal will be successful.

### **Hotel expenses**

Features & Benefits	Significant Exclusions or Limitations
We will pay the landlord's hotel expenses while you try to get a possession order for the insured property so that the landlord can live in it.	Cover is for up to £175 per day for a maximum of 30 days.

### **Storage costs**

Features & Benefits	Significant Exclusions or Limitations
We will pay to store the landlord's household possessions while they are unable to reoccupy the insured property.	Cover is for £15 per day for a maximum of 30 days.





# **Additional Telephone Services**

Features & Benefits	Significant Exclusions or Limitations
<b>Legal helpline</b> Advice on personal legal problems within UK law.	
<b>Tax helpline</b> Advice on any personal tax problems within UK law.	
<b>Counselling helpline</b> Qualified counsellors provide support in dealing with worrying problems.	

# **Important Information**

#### Your right to cancel

If having read your policy you decide not to proceed with the insurance, you will have 14 days to cancel it, starting on the day the protection for the insured property started.

On receipt of your notice, we will refund any premiums already paid, except when you have already made a claim under your policy.

Should you wish to cancel your protection for an insured property more than 14 days after the protection started we cannot offer you a refund of your premium for this policy.

If you have made a claim within the current insurance period, we cannot offer you a refund of your premium and any remaining monthly instalments for the insurance period must be paid in full.

To cancel please write to The Insurance Team, The Lettings Hub, 8 Axon, Commerce Road, Lynch Wood, Peterborough, PE2 6LR or call 01733 396 016.

### Claims

Should you wish to claim under your Rent & Legal Protection policy you should submit details of your claim within 45 days of the insured incident occurring via our online claim form at www.lettingshub.co.uk/letting-agents/ rent-legal-protection/claim-form. You must provide any information or help that is requested. You must not settle, reject, negotiate or agree to pay any claim without our written permission. Full details of how to claim are included in the Policy Booklet.

### Complaints

We are committed to providing you with excellent customer service, but we accept that occasionally things go wrong.

We take all complaints seriously and have a commitment across our business to treat all customers fairly. Where we have made a mistake, we want to put things right quickly.

If you are not happy with the standard of service provided by us, please let us know:

- Email: complaints@legalprotectiongroup.co.uk
- Phone: 0333 700 1040 (lines are open Monday to Friday 9am to 5pm)
- Post: Customer Service Department, Legal Protection Group Limited, 8 Pinkers Court, Briarland Office Park, Gloucester Road, Rudgeway, Bristol BS35 3QH.

#### As soon as a complaint is received:

All complaints will be acknowledged in writing within five business days of receipt. If the complaint can be resolved within five business days, Our letter will also outline the result of our investigation.

If our investigation is not resolved within five business days, We will aim to respond within four weeks of receiving the complaint.

If the complaint is about another party, such as a law firm who is acting for an insured person, we will refer details of the complaint to that other party and confirm this course of action to you in writing.

#### After we have investigated the complaint:

We will write to you immediately notifying you of the outcome of our investigation. We will also advise that if you are not satisfied with the outcome, you may refer the matter to the Financial Ombudsman Service within the next six months\*.

#### If we cannot resolve the complaint within 4 weeks:

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We will write to you and inform you that our investigation is continuing, giving the reasons for the delay and a date by which we expect to be able to contact you again.

#### If we cannot resolve the complaint within 8 weeks:

We will inform you of the reasons for the further delay and advise that if you are not satisfied with our progress then you may refer the complaint to the Financial Ombudsman Service within the next six months\*.

\*If you do not refer your complaint within the six-month period, the insurer will not permit the Financial Ombudsman Service to consider your complaint and will only be able to do so in very limited circumstances such as where they believe that the delay in notifying your complaint was as a result of exceptional circumstances.

The Financial Ombudsman Service can be contacted:

Email: complaint.info@financial-ombudsman.org.uk

Phone: 0800 023 4567 (free from a landline) or 0300 123 9123 (free from some mobile phones)

Post: Financial Ombudsman Service, Exchange Tower, London E14 9SR

You can also visit www.financial-ombudsman.org.uk and follow the guidelines on how to complain and to also check their eligibility criteria.

Important: This complaints notification procedure does not affect Your right to take legal action.

#### Compensation

This policy is covered by 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 the Insurer cannot meet its obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

#### **Premiums and payments**

Premiums are inclusive of Insurance Premium Tax. You must pay for your policy in full. Premiums may be paid by Direct Debit.

### **Termination of the contract**

We may cancel this policy by giving you at least 14 days notice at your last known address. If we cancel the policy we will refund premiums already paid for the remainder of the current insurance period.

Upon termination of your Master Policy, all of your insured properties will cease to be covered with immediate effect.

#### The law and language applicable to the policy

The policy is governed by the law of England and Wales. The language used in this policy and any communications relating to it will be English.

#### The Lettings Hub

The Lettings Hub Limited is an Appointed Representative of Let Insurance Services Limited. The Lettings Hub, The Landlord Hub and LetRisks are also trading names of Let Insurance Services Limited, registered in England and Wales no. 06413754. Let Insurance Services Limited is an independent intermediary and is authorised and regulated by the Financial Conduct Authority. The company is entered on the FCA register (www.fca.gov.uk/register) under reference 474985.

#### Insurers

This policy is administered and managed by Legal Protection Group Limited and/or third party service providers nominated by them on behalf of the Insurer. Legal Protection Group Limited (firm reference number 749446) is an appointed representative of Riviera Insurance Services Limited (firm reference number 7861168). Riviera Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.

You can check the details on the FCA's website by visiting www.fca.gov.uk/register or by contacting the FCA on 0800 111 6768 or 0300 500 8082.

This policy is underwritten by Financial & Legal Insurance Company Limited

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