

Landlords' Legal Solutions

Brochure



Why you need Landlords' Legal Solutions



As a landlord you hope to have a harmonious and trouble free relationship with your tenant, but what if something goes wrong?

Unfortunately, all landlords are exposed to the risk of a tenant falling behind with their rent, refusing to leave at the end of a tenancy or causing damage to the property. If you have a legal dispute with a tenant it can be expensive, time-consuming and stressful to deal with.

You are protected for legal costs and, where applicable, indemnity for rent arrears up to £50,000.

What we cover

We will appoint a solicitor to represent you and pay their costs to protect your rights as a landlord arising from:

- repossession
- property damage, nuisance and trespass
- recovery of rent arrears
- property-related prosecution defence.

We will also pay alternative accommodation and/or storage costs while trying to gain possession of your property.

Rent indemnity cover is also included so you do not end up out of pocket if repossession is being sought and your tenant defaults on rent due.

Who is ARAG?

ARAG is the largest family enterprise in the German insurance industry and has positioned itself as a versatile quality insurer. Specialising in legal insurance as the leading legal insurer worldwide, ARAG also offers its customers attractive, needs-based products and services from a single source.

Active in a total of 19 countries – including the US, Canada and Australia – ARAG is also represented by international branches, subsidiaries and shareholdings in numerous international markets in which it holds a leading position as a provider of legal insurance and legal services. With almost 4,700 employees, the Group generates revenue and premium income totalling more than €2.0 billion.



It has always been our vision to enable everyone, not just those that can afford it, to assert their legal rights.

Examples of when we can help



Repossession

Our insured contacted us for legal advice after their tenant fell into arrears and continued to ignore reminders for payment. We directed our insured to our Landlords' legal services website to download the necessary legal notice requiring the tenant to quit the property. Unfortunately the tenant ignored the legal notice and the matter escalated. We instructed solicitors to obtain a court order for repossession and paid solicitor's costs and the court fee.

Recovery of rent arrears

Our insured contacted us after their tenant failed to pay rent for three months and then vacated the property. Despite our insured chasing their tenant for payment they were unable to get any response. We approved the claim and passed the matter to a panel solicitor. They were able to negotiate a payment plan with the tenant who was having cashflow issues. The insured received repayment plus interest over the following six months. ARAG settled the solicitor's cost.

Rent indemnity

As the insured had complied with the policy terms, we agreed to pay the rent arrears that had been incurred while repossession was being sought together with 75% of the rent for a further two months following repossession.



Assistance when you need it

Landlord Legal Solutions includes a number of useful assistance services providing helplines and online help. Here is a summary.

Legal and tax advice

You can call our legal advice helpline and get immediate advice on all tenancy-related legal problems within UK law 24 hours a day, 365 days a year.

You also have access to our tax advice line, open 9am-5pm, Monday to Friday (except bank holidays), which will answer your personal tax queries subject to UK laws.

Your query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters. Services are subject to fair and reasonable use.

Landlords' legal services website

Your policy unlocks free access to our Landlords legal services website, this provides a range of useful tools to help you. You can access our law guides which offer guidance on a wide range of legal topics, as well as videos and claims examples that demonstrate how our cover can help. The website also provides a comprehensive range of tenancy-related legal documents, including Section 8 and Section 21 notices and letters to demand unpaid rent.

Important information

Claims procedure

If you need to make a claim you must notify us as soon as possible and if your claim concerns rent arrears, within 30 days of the rent first becoming overdue. When legally required, you must have first correctly issued the necessary notices informing your tenant of your intention to repossess the property.

1. Under no circumstances should you instruct your own lawyer as the insurer will not pay any costs incurred without our agreement.
2. A claim can be made online at www.arag.co.uk/newclaims. Alternatively you can obtain a claim form by downloading one at www.arag.co.uk/newclaims or by calling us on **0330 303 1955** between 9am and 5pm weekdays (except bank holidays).
3. The completed application and supporting documentation can be submitted online or sent to us by email, or post. Further details are set out on our website. We will send you an acknowledgment by the end of the next working day after the claim is received.
4. Within five working days of receiving all the information needed to assess the availability of cover under the policy, we will contact you either:
 - a) confirming cover under the terms of your policy and advising you of the next steps to progress your claim; or
 - b) if the claim is not covered, explaining in full the reason(s) why, and whether we can assist in another way.
5. When a representative is appointed by us, they will try to resolve your dispute without delay. Matters cannot always be resolved quickly, particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

What happens if I change my mind after taking out the policy?

The policy provides you with a 14-day reflection period in which to decide whether you wish to continue. Cancellation is fully explained in Condition 9 of the policy wording.

What happens if the insurer cannot meet its liabilities?

The insurer is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation of up to 90% of the cost of your claim in the unlikely event that the insurer cannot meet its obligations. Further information about compensation scheme arrangements is available at www.fscs.org.uk.

Summary table

The table below shows a summary of cover. An Insurance Product Information Document is also available. For full terms and conditions of the policy, please read the policy wording.

Significant features & benefits	Significant exclusions or limitations	Where found
<p>Part A – Legal expenses</p> <p>The insurer will pay your legal costs & expenses (including the cost of appeals) up to £50,000 for claims reported during the period of insurance for the following:</p>	<ul style="list-style-type: none"> • It must be more likely than not that your claim will be successful. • Your claim must be reported to us during the period of insurance and as soon as possible after you first become aware of circumstances which could give rise to a claim. In relation to rent arrears, this must be within 30 days of the rent first becoming overdue. • Unless there is a conflict of interest, you always agree to use an appointed advisor chosen by us before proceedings have been or need to be issued. • The insurer will not pay legal costs & expenses incurred without our consent. 	<p>Your policy cover:</p> <p>3. a)</p> <p>3. b)</p> <p>4.</p> <p>What is not covered by this policy</p> <p>1.</p>
<p>1. Repossession</p> <p>We will pursue a claim for repossession of your property which is let</p> <ul style="list-style-type: none"> • in England or Wales as an assured shorthold tenancy or assured tenancy or • in Scotland as a Scottish private residential tenancy, short assured tenancy or assured tenancy or • in Northern Ireland subject to the Private Tenancies (NI) Order • to a limited company or business partnership • under licence agreements if you live at the property. 	<ul style="list-style-type: none"> • You must be able to provide evidence that you have demanded overdue rent in writing. • There must be mandatory grounds for repossession. 	<p>Insured event Part A: 1</p> <p>a)</p> <p>c)</p>
<p>2. Property damage, nuisance and trespass</p> <p>We will pursue a claim if your property or contents are damaged or affected by a public or private nuisance or trespass.</p>	<ul style="list-style-type: none"> • In respect of a claim against your tenant for property damage, prior to the granting of the tenancy, you must have prepared a detailed inventory of the contents and condition of the property which the tenant has signed. • Damage that arises from a contract other than a tenancy agreement. • Trespass by your tenant or ex-tenant. 	<p>Insured event Part A: 2</p> <p>a)</p> <p>What is not covered under Insured event Part A: 2</p> <p>1.</p> <p>2.</p>
<p>3. Recovery of rent arrears</p> <p>We will pursue a claim to recover rent arrears owed to you.</p>		

Summary table *(continued)*

Significant features & benefits	Significant exclusions or limitations	Where found
<p>4. Accommodation & storage costs We will pay accommodation and/or storage costs while you are unable to get possession of your property.</p>	<ul style="list-style-type: none"> You must be repossessing your property to live in it yourself. Accommodation costs exceeding £175 per day and in excess of £5,250 in total. Storage costs exceeding £50 for each complete week and in excess of £300 in total. 	<p>Insured event Part A: 4 What is not covered under Insured event Part A: 4</p> <p>1. 2.</p>
<p>5. Prosecution defence We will defend a prosecution against you that relates to the letting of your property.</p>	<p>Prosecutions alleging violent acts, dishonesty or relating to illegal drugs or alcohol, illegal immigration or indecent or obscene materials.</p>	<p>What is not covered by this policy</p> <p>5.</p>
<p>Part B – Rent indemnity We will pay rent owed to you.</p>	<ul style="list-style-type: none"> Applies only where we cover your claim for repossession under Part A Insured event 1. Rent is payable up to 5 months for a 6 month policy or 11 months for a 12 month policy until vacant possession is obtained after which we will pay 75% of rent that was previously due for up to two months. You are responsible for the first unpaid month's rent. <p>You must have:</p> <ul style="list-style-type: none"> a signed tenancy agreement vetted your tenant(s) or guarantor (if applicable) including obtaining credit reference checks collected the first month's rent in advance and one month's rent as a deposit. 	<p>Part B – Rent indemnity</p> <p>Rent indemnity conditions</p> <p>1. 2. 7.</p>
<p>Territorial limit Your property must be located in England, Wales, Scotland or Northern Ireland.</p>		<p>Meaning of words & terms Property</p>

Summary table *(continued)*

Significant features & benefits	Significant exclusions or limitations	Where found
<p>Tenancy-related legal advice Access by phone to experts for tenancy-related legal advice and tax advice.</p>	<ul style="list-style-type: none"> • We will not put advice in writing. • Advice is restricted to tenancy-related legal matters. • Legal advice is available 24 hours a day, 365 days of the year. • Advice on UK tax law is available Monday to Friday between 9am and 5pm (except bank holidays). • We cannot advise on financial planning or financial services products. • Services are subject to fair and reasonable use. 	<p>Tenancy-related legal advice</p>
<p>Landlords' legal services website</p> <ul style="list-style-type: none"> • Visit our Landlords' legal services website and register using your voucher code to download legal documents that can assist you with day-to-day issues that affect your residential property. • You can access our online law guides. 	<ul style="list-style-type: none"> • Documents are restricted to landlord & consumer legal matters. • Some documents can only be used in England & Wales. 	<p>Landlords' legal services website</p>

How we handle complaints



Step 1

ARAG is committed to providing a first class service at all times. However, if a complaint arises, this should be addressed to our Customer Relations Department who will arrange to have it reviewed at the appropriate level. We can be reached in the following ways:



0117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For our mutual protection and training purposes, calls may be recorded).



customerrelations@arag.co.uk



ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN.

Step 2

If we are not able to resolve the complaint to your satisfaction then you can refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. They can be contacted at:



0800 023 4567 or **0300 1239 123**



complaint.info@financial-ombudsman.org.uk



Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk

The FOS's decision is binding upon the insurer, but you are free to reject it without affecting your legal rights.