

Property Let **Legal Protection**



Standard Cover



Thank you for purchasing this policy.

This is your Scheme Policy Wording

Contacts

Helplines: Call 0344 893 9011

- Legal Advice
- Tax Advice
- Domestic Assistance

Making a claim: Call 0344 893 9011

If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this policy, phone **us** on **0344 893 9011** and **we** will give **you** a reference number. At this point **we** will not be able to tell **you** whether the claim is covered or not but **we** will pass the information **you** have given **us** to **our** claims handling teams and explain what to do next.

Counselling service: Call 0344 893 9012

Access to online legal documents and guides:

Visit www.aragbusinesslaw.co.uk

Use the following voucher code to sign up:

DASBRES100

For more information about the helplines and ARAG Businesslaw, please see page 15.



Contents

2	Contacts	9	General exclusions
4	Welcome to ARAG	11	Policy conditions
4	How your policy can help	14	Privacy
4	Access to online legal documents and guides	14	How to make a complaint
4	Reporting a claim	14	About ARAG
5	The meaning of words in this policy	15	Helplines and ARAG Businesslaw
7	Our agreement	16	Find out more...
7	What we will pay		
7	What we will not pay		
8	Insured incidents we will cover		
8	1 Repossession		
8	2 Property damage		
8	3 Eviction of squatters		
8	4 Rent recovery		
8	5 Legal defence		



Welcome to ARAG

Thank **you** for purchasing this **ARAG** Property Let Legal Protection policy.

ARAG Legal Expenses Insurance Company Limited (**'ARAG'**) is the underwriter and provides the legal protection insurance and additional services under **your** policy.

To make sure **you** get the most from **your ARAG** cover, please take time to read this policy wording which explains the insurance cover and additional services available to **you**. If **you** have any questions or would like more information, please contact **your** insurance adviser or the organisation which sold **you** this cover.

How your policy can help

Please find below information about the services **your** policy offers and details of how to make a claim.

Please note that all claims must be reported to **us** no more than 90 days after the date **you** should have known about the insured incident.

If **you** wish to speak to **us** about:

- **Legal Advice** – **you** can get telephone legal advice on any legal issue affecting **you**.
- **Claims** – **you** can report a claim 24/7 either by telephone or using the on-line claim form.
- **Tax Advice** – dedicated tax advisers can provide advice on tax issues affecting **you**.

Please phone **us** on **0344 893 9011**. **We** will ask **you** about **your** legal issue and if necessary call **you** back to deal with **your** query.

Access to online legal documents and guides

You have access to **ARAG Businesslaw** as part of **your** policy. **ARAG Businesslaw** is an online resource that provides vital business and legal support. It contains a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help **you** stay on top of managing **your** properties, as well as helping **you** to manage **your** exposure to legal risk.

Visit www.aragbusinesslaw.co.uk and use the following voucher code to sign up: **DASBRES100**

Reporting a claim

Important information

Please do not ask for help from a lawyer, accountant or anyone else before **we** have agreed that **you** should do so. If **you** do, **we** will not pay the costs involved even if **we** accept the claim.

Report your claim

- Call **us** on **0344 893 9011**. Available 24 hours a day, 7 days a week
- Have **your** policy number ready and **we'll** ask **you** about **your** claim

We will assess the claim

- To check **your** claim is covered by **your** policy
- And, if it is, **we** will send it to a lawyer who specialises in **your** type of claim

The lawyer will

- Assess **your** case and tell **you** how likely it is **you** will win

If you are more likely than not to win, the lawyer will

- Manage the case from start to finish.

Please note this is an overview of the claims process for guidance purposes only. **Our** claims handlers can answer any questions **you** may have when they receive **your** claim, alternatively **you** can visit claims.araginsurance.co.uk

The meaning of words in this policy

The following words have these meanings wherever they appear in this policy in **bold**:

Appointed representative

The **preferred law firm**, law firm or other suitably qualified person **we** appoint to act on **your** behalf.

ARAG Standard Terms of Appointment

The terms and conditions (including the amount **we** will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting on **your** behalf the amount **we** will pay is currently £100 per hour. This amount may vary from time to time.

Costs and expenses

- a) All reasonable, proportionate and necessary costs chargeable by the **appointed representative** and agreed by **us** in accordance with the **ARAG Standard Terms of Appointment**.
- b) The costs incurred by opponents in civil cases if **you** have been ordered to pay them, or **you** pay them with **our** agreement.

Countries covered

The United Kingdom of Great Britain and Northern Ireland.

Date of occurrence

- a) For civil cases, the date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, then the **date of occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date **you** first became aware of it.)
- b) For criminal cases, the date **you** began, or are alleged to have begun to break the criminal law in question.

Hotel expenses

Up to £150 per day to cover the cost of **your** accommodation for a maximum of 30 days while **you** are seeking possession of **your property**.

Period of insurance

The period for which **we** have agreed to cover **you** and for which **we** have accepted the premium.

Preferred law firm

A law firm or barrister **we** choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with **your** claim and must comply with **our** agreed service standard levels, which **we** audit regularly. They are appointed according to the **ARAG Standard Terms of Appointment**.

Reasonable prospects

- a) For civil cases, the prospects that **you** will recover losses or damages (or obtain any other legal remedy that **we** have agreed to, including an enforcement of judgment), or make a successful defence, must be at least 51%. A **preferred law firm** on **our** behalf, will assess whether there are **reasonable prospects**.
- b) For criminal cases there is no requirement for there to be prospects of a successful outcome.
- c) For all civil and criminal appeals, the prospects of a successful outcome must be at least 51%.

Storage costs

£10 per day to store **your** personal possessions for a maximum of four weeks after the termination of **your** tenancy agreement while **you** are unable to reoccupy **your property**.

We/Us/Our/ARAG

ARAG Legal Expenses Insurance Company Limited.

You/Your

The person, business or property owner who has taken out this policy.

Your property

The property **you** have told **us** about used for residential purposes only, and let under:

- a) an assured shorthold tenancy or assured tenancy under the Housing Act 1988; or
- b) a standard contract under the Renting Homes (Wales) Act 2016; or
- c) an assured tenancy or short assured tenancy under the Housing (Scotland) Act 1988; or
- d) a private residential tenancy under the Private Housing (Tenancies) (Scotland) Act 2016; or
- e) a Company Residential tenancy (company let) created after 28th February 1997 where the tenant is a Private Limited Company (Ltd), a Public Limited Company (Plc) or a Limited Liability Partnership (LLP); or
- f) a private residential tenancy to which the Private Tenancies (Northern Ireland) Order 2006 applies; or
- g) an agreement where **you** have let a room or rooms in **your property** to a lodger for residential purposes and **you** live in **your property** as the landlord along with the person **you** have let the room or rooms to; or
- h) any equivalent or future amending legislation applying to this definition.



Our agreement

This policy and the policy schedule shall be read together as one document and describe the contract between **you** and **us**.

We agree to provide the insurance described in this policy for **you**, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy, provided that:

1. **reasonable prospects** exist for the duration of the claim
2. the **date of occurrence** of the insured incident is during the **period of insurance**
3. any legal proceedings, or any other proceeding to resolve the insured incident will be dealt with by a court, or other body which **we** agree to, within the **countries covered**; and
4. the insured incident happens within the **countries covered**.
2. the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**. The amount **we** will pay a law firm (where acting on **your** behalf) is currently £100 per hour. This amount may vary from time to time
3. in respect of an appeal or the defence of an appeal, **you** must tell **us** as soon as possible and within the statutory time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist
4. for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this policy, **we** must agree that **reasonable prospects** exist; and
5. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award.

What we will pay

We will pay an **appointed representative**, on **your** behalf, **costs and expenses** incurred, and **we** will pay **you hotel expenses** and **storage costs**, following an insured incident, provided that:

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

What we will not pay

1. In the event of a claim, if **you** decide not to use the services of a **preferred law firm**, **you** will be responsible for any costs that fall outside the **ARAG Standard Terms of Appointment** and these will not be paid by **us**.
2. If **you** are registered for VAT **we** will not pay the VAT element of any **costs and expenses**.

Insured incidents we will cover

1) Repossession

Costs and expenses to obtain possession of **your property**.

Provided that:

- i) **You** must give the tenant the correct notices telling them that **you** want possession of **your property**.
- ii) All posted pre-agent notices and pre-proceeding notices must be sent by recorded delivery post.

2) Property damage

Costs and expenses for pursuing a civil dispute relating to **your property** following any event which causes physical damage to such property.

Please note that the amount in dispute must be more than £1,000.

3) Eviction of squatters

Costs and expenses to evict anyone who is not **your** tenant or ex-tenant from **your property** and who has not got **your** permission to be there.

Please note, for England, Wales and Scotland squatting in residential properties is a criminal offence and therefore please contact the police in the first instance.

4) Rent recovery

Costs and expenses to recover rent owed by **your** tenant for **your property** if it has been overdue for at least one calendar month.

Provided that:

- i) If **you** accept payment (or part payment) of rent arrears from the tenant of **your property**, **you** must be able to provide proof that **you** have warned the tenant that it does not prevent **you** taking further action against them under this policy.
- ii) Where the tenant is a limited company, **you** must first seek advice from the **appointed representative** before accepting payment of rent arrears.

5) Legal defence

Costs and expenses to:

- a) defend **your** legal rights if an event arising from letting **your property** leads to **you** being prosecuted in a criminal court;
- b) defend an appeal against **your** decision not to adapt **your property** under disability discrimination legislation.

General exclusions

1. Late reported claims

Any claim reported to **us** more than 90 days after the date **you** should have known about the insured incident.

2. Costs we have not agreed

Any **costs and expenses**, **hotel expenses** or **storage costs** that are incurred before **our** expressed acceptance.

3. Claims in the first 90 days where the tenancy agreement pre-dates policy

Any disagreement with **your** tenant when the **date of occurrence** is within the first 90 days of the first **period of insurance** and the tenancy agreement started before the start of this policy, unless an equivalent legal expenses policy was in force prior to **you** insuring with **us** and cover has been maintained continuously between that previous policy ending and this policy starting.

4. Rent reviews and controls

Any claim relating to registering rents, reviewing rents, rent control, buying the freehold of **your property** or any matter that relates to rent tribunals, rates tribunals, land tribunals, rent assessment committees and rent officers.

5. Other types of property claims

Any claim relating to someone legally taking **your property** from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your property** by any government or public or local authority unless the claim is for accidental physical damage caused by any of the above.

6. Subsidence, mining or quarrying

Any claim relating to subsidence, mining or quarrying.

7. Legal action we have not agreed

Any legal action **you** take which **we** or the **appointed representative** have not agreed to or where **you** do anything that hinders **us** or the **appointed representative**.

8. A dispute with ARAG

Any claim under this policy for a dispute with **us**. For disagreements with **us** about the handling of a claim refer to Policy Condition 8.

9. Judicial review

Costs and expenses arising from or relating to judicial review.

10. Court awards and fines

Fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority.



11. Nuclear, war and terrorism risks

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

- a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
- c) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000;
- d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

12. Bankruptcy

Any claim where either at the start of, or during the course of a claim:

- a) **you** are declared bankrupt
- b) **you** have filed a bankruptcy petition
- c) **you** have filed a winding-up petition
- d) **you** have made an arrangement with **your** creditors
- e) **you** have entered into a deed of arrangement
- f) **you** are in liquidation
- g) part or all of **your** affairs or property are in the care or control of a receiver or administrator.

13. Litigant in person

Any claim where **you** are not represented by a law firm or barrister.



Policy conditions

1. Your representation

- a) On receiving a claim, if representation is necessary, **we** will appoint a **preferred law firm** as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
- b) If the appointed **preferred law firm** cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may, if **you** prefer, choose a law firm of **your** own choice to act as the **appointed representative**.
- c) If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **ARAG Standard Terms of Appointment**. The amount **we** will pay a law firm (where acting on **your** behalf) is currently £100 per hour. This amount may vary from time to time.
- d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

2. Your responsibilities

- a) **You** must co-operate fully with **us** and the **appointed representative**.
- b) **You** must give the **appointed representative** any instructions that **we** ask **you** to.

3. Offers to settle a claim

- a) **You** must tell **us** if anyone offers to settle a claim. **You** must not negotiate or agree to a settlement without **our** expressed consent.
- b) If **you** do not accept a reasonable offer to settle a claim, **we** will not pay further **costs and expenses**.
- c) **We** may decide to pay **you** the reasonable value of **your** claim, instead of starting or continuing legal action. In these circumstances **you** must allow **us** to take over and pursue or settle any claim in **your** name. **You** must allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and **you** must give **us** all the information and help **we** need to do so.

4. Assessing and recovering costs

- a) **You** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **we** ask for this.
- b) **You** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any amounts that are recovered.

5. Cancelling an appointed representative's appointment

If an **appointed representative** refuses to continue acting for **you** with good reason, or if **you** dismiss an **appointed representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed representative**.

6. Withdrawing cover

- a) If **you** settle or withdraw **your** claim without **our** agreement, or do not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim from **you** any **costs and expenses, hotel expenses** or **storage costs we** have paid.
- b) If during the course of a claim **reasonable prospects** no longer exist the cover **we** provide will end at once. **We** will pay any **costs and expenses, hotel expenses** or **storage costs we** have agreed to, up to the date cover was withdrawn.

7. Expert opinion

If there is a disagreement between **you** and **us** on the merits of the claim or proceedings, or on a legal principle, **we** may suggest **you** obtain at **your** own expense an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by **us** and the cost expressly agreed in writing between **you** and **us**. Subject to this **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence. This does not affect **your** rights under Policy Condition 8.

8. Arbitration

If there is a disagreement about the handling of a claim and it is not resolved through **our** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free complaint resolution service for eligible complaints. (Details available from www.financial-ombudsman.org.uk)

Alternatively, there is a separate arbitration process available that can be used to settle any dispute with **us**. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

9. Keeping to the policy terms

You must:

- a) keep to the terms and conditions of this policy;
- b) take reasonable steps to avoid and prevent claims;
- c) take reasonable steps to exhaust all other available remedies to resolve **your** issue;
- d) take reasonable steps to avoid incurring unnecessary costs;
- e) send everything **we** ask for, in writing; and
- f) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

10. Cancelling the policy

You can cancel this policy by telling **us** within 14 days of taking it out, or at any time afterwards as long as **you** tell **us** at least 14 days beforehand. **We** can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand.

Subject to the terms of business between **you** and the person who sold **you** this policy, **you** may be entitled to a partial refund of the premium.

It is important to note that charges may apply to any refund subject to the individual terms of business between **you** and the person who sold **you** this policy. Please contact them directly for full details of charges.

11. Fraudulent claims

We will, at **our** discretion, void the policy (make it invalid) from the date of claim, or alleged claim, and/or **we** will not pay the claim if:

- a) a claim **you** have made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
- b) a false declaration is made in support of a claim.

12. Claims under this policy by a third party

Apart from **us**, **you** are 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 Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.

13. Other insurances

If any claim covered under this policy is also covered by another policy, or would have been covered if this policy did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

14. Law that applies

This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **you** normally live. Otherwise, the law of England and Wales applies.

All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.



Privacy

When you purchase and use an ARAG product **we** will process personal information about you and anyone else whose details are provided to **us** to provide you with a service or a claim.

We process your personal information in accordance with **our** Privacy Notice. You can find **our** Privacy Notice online at www.arag.co.uk/privacy. Alternatively you can make a request for a printed copy to be sent to you by contacting dataprotection@arag.co.uk

How to make a complaint

We always aim to give you a high quality service. If you think **we** have let you down, you can contact **us** by:

- phoning **0344 893 9013**
- emailing customer-relations@arag.co.uk
- writing to the **Customer Relations Department | ARAG Legal Expenses Insurance Company Limited | Unit 4a | Greenway Court | Bedwas | Caerphilly | CF83 8DW**
- completing **our** online complaint form at www.arag.co.uk/complaints

Further details of **our** internal complaint-handling procedures are available on request.

If you are not happy with the complaint outcome or if **we**'ve been unable to respond to your complaint within 8 weeks, you may be able to contact the Financial Ombudsman Service for help.

This is a free complaint resolution service for eligible complaints. (Details available from www.financial-ombudsman.org.uk)

You can contact them by:

- phoning **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**
- emailing complaint.info@financial-ombudsman.org.uk
- writing to **The Financial Ombudsman Service | Exchange Tower | London | E14 9SR**

Further information is available on their website: www.financial-ombudsman.org.uk

Using this service does not affect your right to take legal action.

About ARAG

Registered Address:

ARAG Legal Expenses Insurance Company Limited | Unit 4a | Greenway Court | Bedwas | Caerphilly | CF83 8DW

Registered in England and Wales | Company Number 103274 | Website: www.arag.co.uk

ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if **we** cannot meet **our** obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, www.fscs.org.uk

Helplines and ARAG Businesslaw

You can contact **our** UK-based call centre 24 hours a day, seven days a week during the **period of insurance**. However, **we** may need to arrange to call **you** back depending on **your** enquiry. To help **us** check and improve **our** service standards, **we** may record all calls. When phoning, please tell **us your** policy number and the name of the insurance provider who sold **you** this policy.

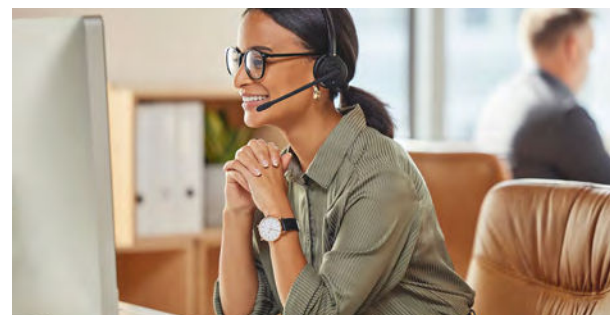
Legal advice: Call 0344 893 9011

Confidential advice over the phone on any personal legal issue, under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, Channel Islands, Switzerland and Norway.

Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am-5pm, Monday to Friday, excluding public and bank holidays. If **you** call outside these times, a message will be taken and a return call arranged within the operating hours.

Tax advice: Call 0344 893 9011

Confidential advice over the phone on personal tax matters in the UK. Tax advice is provided by tax advisers 9am-5pm, Monday to Friday, excluding public and bank holidays. If **you** call outside these times, a message will be taken and a return call arranged within the operating hours.



Domestic assistance: Call 0344 893 9011

We will arrange help or repairs needed if **you** have a domestic emergency in **your property**, such as a burst pipe, blocked drain, broken window or building damage. **We** will ask a contractor to help, but **you** must pay the contractor's costs including any call-out charges.

Counselling service: Call 0344 893 9012

Confidential counselling service over the phone if **you** are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, referral to relevant voluntary and/or professional services. **You** will pay any costs for using the services to which **we** refer **you**.

This helpline is open 24 hours a day, seven days a week.

We cannot accept responsibility if the helpline services are unavailable for reasons we cannot control.

ARAG Businesslaw: Visit www.aragbusinesslaw.co.uk

You have access to **ARAG Businesslaw** as part of **your** policy. ARAG Businesslaw is an online resource that provides vital business and legal support. It contains a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help **you** stay on top of managing **your** properties, as well as helping **you** to manage **your** exposure to legal risk.

Visit www.aragbusinesslaw.co.uk and use the following voucher code to sign up: **DASBRES100**

Find out more...

Legal advice helpline

Call **0344 893 9011**
when you require legal advice

Claims helpline

Call **0344 893 9011**
when you need to make a claim

Tax helpline

Call **0344 893 9011**
when you require tax advice

Domestic assistance

Call **0344 893 9011**
for help with finding a contractor

Counselling helpline

Call **0344 893 9012**
for confidential counselling

ARAG Businesslaw

Visit www.aragbusinesslaw.co.uk for online legal advice and documents. When registering, please use the following voucher code to gain access: **DASBRES100**

For more about the helpline services, please see page 15.

Policy number:

Period of insurance from:

Stationery number:

Period of insurance to:

