



Deposit Replacement Insurance

LANDLORDS PROFESSIONAL FEES AND DEPOSIT REPLACEMENT INSURANCE 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

Fortis Insurance Limited, Registered in England No.354568. Registered Office: Fortis House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

TYPE OF INSURANCE

The policy is designed to cover the cost of professional fees charged by a claims handler, or solicitor 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.

DURATION OF THE CONTRACT

The cover provided by the policy is normally for a 12 month period. Where this is altered, it will be clearly shown within the quotation provided and policy schedule subsequently 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 limit of indemnity provided will be shown on the policy schedule issued.

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)
Breach of Tenancy Agreement	Pursuit following a breach by the tenant of any of their obligations under the tenancy agreement.	Loss or damage to fixtures fittings & furniture not referred to in the original inventory prior to the commencement of the agreement or any claim or where the value is less than £1000.
Rent Arrears Pursuit	The pursuit of Rent Arrears which commenced during the period of insurance.	

Eviction	The eviction of anyone in the property without your permission.	
Legal Defence	The defence of civil or criminal proceedings in respect of any act or omission by you arising from your ownership or management of the property.	
Legal Helpline	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.
Deposit Recovery	<p>Pursuit of a Tenant where they have absconded from Your Property and have caused damage, there being a loss of contents, or where repair to the Property is necessary, subject to:</p> <ul style="list-style-type: none"> a) the loss exceeding £150; and b) You or Your managing agent inspecting Your Property at the start date of the Tenancy Agreement and providing the Tenant with a Dilapidations Inventory; c) Tenancy Agreement; and, d) You having provided Your Tenant with a closing Dilapidations Inventory signed by a suitably qualified inventory clerk prior to any dispute occurring; and, e) You claim is supported by written estimates for all damage, replacement or repair which has been agreed and signed off by a suitably qualified inventory clerk. 	Any claim where you hold a deposit for the Tenant or where the Tenant has absconded prior to the commencement of this insurance.

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:

- 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 we consider that it is unlikely that you will recover the sums due and or awarded to you.
- 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.



- Where there are insufficient prospects of obtaining recovery of any sums claimed.
- 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.
 - The defence of dilapidation claims that fall within Small Claims limits.
 - 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.

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.

CLAIMS ADDRESS

The person insured by the policy should report immediately (and in accordance with the policy terms and conditions no later than 30 days after the occurrence) any incident which may give rise to a claim under the policy. Failure to do so could mean that we decline to pay a claim under the policy. The telephone number for the reporting of a claim is contained within the policy schedule. A claim form will be dispatched for completion by the insured person and return to the address shown below. If you wish to make a claim in writing, this must be made in person by the Insured Person seeking cover under the policy issued.

Please note that we will not enter into dialogue or correspond with anyone other than the Insured Person or the Insured Person's personal representatives (following death or serious incapacity) in relation to the notification and subsequent handling of a claim.

Claims Department
Legal Insurance Management Ltd
18 Hagley Road
Stourbridge
West Midlands
DY8 1PS



COMPLAINTS PROCEDURE

In the event of a complaint arising under this Insurance, you should in the first instance write to the Agent who arranged this Insurance on your behalf. If the matter remains unresolved you should write to the Managing Director of Legal Insurance Management Ltd at the above address.

If the matter still remains unresolved thereafter you can then write to the Insurers whose details are shown within the policy schedule.

If it is not possible to reach an agreement, you may have the right to make an appeal to the Financial Ombudsman Service.

This also applies if you are insured in a business capacity but have a group annual turnover of less than £1 million, or are a charity with an annual income of less than £1 million, or are a trustee of a trust with a net asset value of less than £1 million. You may contact the Financial Ombudsman Service at:

South Quay Plaza
183 Marsh Wall
London
E14 9SR

COMPENSATION SCHEME

Fortis Insurance Ltd is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if it cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.