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**RESIDENTIAL LANDLORD'S  
LEGAL EXPENSES AND  
RENT ARREARS POLICY**

# RESIDENTIAL LANDLORD'S LEGAL EXPENSES AND RENT ARREARS POLICY



- All potential claims must initially be reported to **Our** appropriate Claims Helpline Service (shown below).

## **Legal Claims Notification and Advice Helpline Service -** **028 9041 0220**

### **This Helpline Service is only in respect of legal issues and cannot assist with any other insurance matter.**

- This is a policy where **You** must notify **Us** during the Period of Insurance and within 90 days or any circumstances which may give rise to any claim under this policy. Failure to do so could mean that **We** decline to pay a claim for **Your** professional fees.
- If **You** can convince **Us** that there are reasonable 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:
  1. **We** consider it unlikely a reasonable settlement of **Your** claim will be obtained
  2. There are insufficient prospects of obtaining recovery of any sums claimed, or
  3. The potential settlement amount of **Your** claim is disproportionate compared with the time and expense incurred in pursuing or defending **Your** claim.
  4. 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 this policy.
- If legal proceedings have been agreed by **Us** **You** may at this 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 professional, **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 **Your** claim if **You** are awarded any costs (not **Your** damages), these must be paid to **us**.
- In the event that **You** make a claim under this policy which **You** subsequently discontinue due to **Your** own disinclination to proceed, any legal costs incurred to date will become **Your** own responsibility and will be required to be repaid to the insurer.

**Please note that if **You** engage the services of anyone prior to making contact with the Helpline Services and incur any costs without **Our** prior written approval these costs will not be covered by this insurance.**

If upon receipt of this policy **You** are unhappy with any of the requirements as stated above, please advise **Your** insurance adviser or **Us** immediately and, subject to there being no claims on this policy, will arrange a full refund of premium for **Your** Residential Landlord's Legal Expenses and Rent Arrears Policy.

## Our regulators

Thank you for purchasing this Residential Landlord's Legal Expenses and Rent Arrears Policy. **You** are now protected by UK General Insurance Limited on behalf of Great Lakes Insurance SE.

To ensure that **you** get the most from **your** cover, please take time to read the policy which explains the contract between **you** and **us**.

Remember to take care to follow the requirements throughout the policy and particularly those that relate to making a claim.

If any details are incorrect or the policy does not provide the cover **you** need, **you** should return the schedule to MIS.

This insurance is arranged by MIS Claims and underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at: Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

UK General Insurance Limited and Motorists Insurance Services Limited (MIS Claims) are authorised and regulated in the United Kingdom by the Financial Conduct Authority.

UK General is an insurers' agent and in the matters of a claim, act on behalf of Great Lakes Insurance SE.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

## Eligibility criteria

**You** must reside in the **territorial limit** and the let property for residential purposes is situated in the **territorial limit** under the terms and conditions of The Private Tenancies (Northern Ireland) Order 2006.

## Definitions

**Wherever the following words or expressions appear in bold type they have the meaning given to them below.**

**Appointed adviser** - A solicitor, barrister or other appropriately qualified person appointed and approved by **us** under the terms and conditions of this policy to act on your behalf.

**Claims administrator** - MIS Claims

**Date of occurrence** -

In civil claims, the date of the incident which leads to a claim under this policy. If there is more than one incident arising at different times from the same original cause, the **date of occurrence** is the first of these incidents. In criminal proceedings, the date on which **you** break the law, or are alleged to have broken the law.

**Deposit** - the sum of money collected from the Tenant(s) which must be the amount equal to at least one month's Rent as shown in the original Tenancy Agreement and held by the Insured or his agent in accordance with Section 213 of the Housing Act 2004 (and any amended legislation) in respect of a Tenancy Agreement to which it applies as an indemnity for losses incurred by the Insured arising from the Tenant(s) failing to perform his obligations set out in the Tenancy Agreement.

**Excess** - the amount payable by **you** before the cover under this policy responds.

Sections 1-2: Nil;

Section 3: Two month's rent reporting period;

(Optional Cover only operative if shown in **your schedule**)

**Fixed term tenancy** - a lease which is for a definite period.

**Guarantor** - the person(s) who have entered into a written legally binding agreement agreeing to guarantee the performance of the **tenant's** obligations as set out in The Private Tenancies (Northern Ireland) Order 2006.

**Limit of indemnity** - the amount stated in the **schedule** being the maximum amount **we** will pay for all claims arising at the same time or from the same originating incident

Sections 1, 2, £25,000 in the aggregate;

Section 3: £2,500 per month for a period of 6 months

**Period of insurance** - the period for which **we** have agreed to cover **you**.

#### **Professional fees**

Legal costs and expenses reasonably and properly incurred by **our appointed adviser**, with **our** prior written authority which includes costs incurred by the opponent for which **you** are made liable by Court Order, or pay them with **our** consent.

**Property** - the residential property legally owned by **you** that is let under The Private Tenancies (Northern Ireland) Order 2006.

#### **Prospects of success** -

In civil claims, at least 51% chance that **you** will be successful in obtaining possession of **your property** or any other legal remedy which **we** may agree to, including the enforcement of judgment, or make a successful defence. In criminal proceedings, where **you** plead guilty to the charge at least 51% chance of the plea significantly reducing the fine or sentence; and where **you** plead not guilty at least 51% chance of that plea being accepted at the court.

#### **Reference: -**

Prior to the tenancy commencing, the **tenant** or **guarantor** must have satisfactory reference carried out on them. The reference must comprise the following:

- an employer reference confirming that the employment is permanent and is likely to remain so during the tenancy as far as can reasonably be foreseen;
- confirmation that the **tenant's** income is at least 2.5 times the proposed monthly rent times 12 and where a **guarantor**, that the **guarantor's** income must be a minimum of 3 times the proposed monthly rent times 12;
- Where the **tenant** or **guarantor** is self-employed, proof of income must be provided by an accountant, or by providing the last three years filed accounts;
- Satisfactory photographic proof of identity and proof of address, proof of address must be current or within 3 months of the application for the tenancy;

- A credit history check, including the Enforcement of Judgments Office, County Court Judgments and bankruptcy.

### Rent arrears -

Unpaid rent that:

- Is owed to **you** by the **tenant**; or
- Would have been owed to **you** but for a breach of the tenancy agreement to let **your property** where **we** have accepted **your** claim in gaining possession of **your property**.

**Schedule** - The document attaching to this policy which shows **your** details.

**Tenancy Agreement** - a **Tenancy Agreement**, in writing, made between the **Insured** and the **Tenant**, which is an Assured Shorthold **Tenancy Agreement**, within the meaning of the Housing Act 1988 and 1996, or a short Assured Tenancy or an Assured Tenancy as defined in the Housing (Scotland) Act 1988, or a tenancy agreement in which the **tenant** is a limited Company. In Northern Ireland, the agreement between the **Insured** and the **Tenant** must not be a Protected Tenancy, or a Statutory Tenancy within the meaning of the Rent (NI) order 1978, nor a Protected Shorthold Tenancy within the meaning of the Housing (NI) order 1983, or a tenancy agreement in which the **Tenant** is a limited company, or a **Tenancy Agreement** or lease of a commercial premises, or any other residential tenancy as agreed by the **Insured** and the **Tenant** in writing.

**Tenant(s)** - the occupier(s) of **your property** who has/have entered into a legally binding agreement with **you** under the terms and conditions of The Private Tenancies (Northern Ireland) Order 2006.

**Territorial limits** - Northern Ireland

**We, us, our** - UK General Insurance Limited on behalf of Great Lakes Insurance SE

**You/your** - The person or property owner who has taken out the policy and is named in the policy schedule.

## Insured incidents that we will cover

### 1. Pursuit

- a) **We** will pay **professional fees** in representing **you** in a claim to obtain possession of **your property** if **you** are successful in obtaining a possession order requiring the tenant to leave the **property**, but where the **tenant** fails to comply with it, **we** will represent **you** to enforce the possession order in the EJO to have the **tenant** evicted.

*Provided that*

- 1) **You** must give the **tenant** the correct notices as set out in the Private Tenancies (NI) Order 2006 informing them that **you** want possession of **your property**.
  - 2) All notices must be sent by recorded delivery post.
- b) **We** will pay **professional fees** in pursuing a claim following an incident that causes physical damage to **your property**.

*Provided that*

- 1) At least £1,000 (including tax) is in dispute.
- c) **We** will pay **professional fees** in a claim to evict anyone from **your property** who has not got **your** permission to be there and not being **your tenants** or **ex-tenants**.
- d) **We** will pay **professional fees** in a claim to recover **rent arrears** in respect of **your property** which has been overdue for at least one month.

*Provided that*

- 1) Where **you** accept payment in full or in part of rent arrears from the **tenant** or **guarantor**, **you** must be able to provide evidence that **you** have warned them it does not prevent **you** from taking further action against them under this policy.
- 2) **You** must give the **tenant** notice of your intention to initiate legal proceedings in respect of rent arrears by recorded delivery post.

## 2. Defence

**We** will pay **professional fees** to represent **you** in defending criminal proceedings arising from **your activities** in letting **your property**.

## 3. Rent arrears

**We** will pay **your rent arrears** up to a maximum of £2,500 per calendar month for up to six months while **your tenant** or **ex-tenant** remains living in **your property**.

*Provided that*

- 1) **You** must have obtained a satisfactory **reference** for each **tenant** and **guarantor** where applicable and obtained their consent to share the information with **us** in the event of a claim under this policy when **you** granted the tenancy.
- 2) **You** must have made a detailed inventory of the condition of the **property** and its contents, with supporting photographs signed by the **tenant**.
- 3) **You** must maintain clear and up to date rental records.
- 4) **We** must have accepted **your** claim for gaining possession of **your property**.
- 5) **You** must have complied with your obligations as a landlord under the Private Tenancies (NI) Order 2006.

*What is not covered?*

- 1) **Rent arrears** in respect of any previous tenancy agreement and /or prior to this period of Insurance once **your property** has been re-let.

## General exclusions applicable to the whole policy

**We** will not pay for:

- 1) Any excess, compensation, fine, penalty or taxes.
- 2) Any claim reported to **us** before the first **period of insurance** commenced, or any claim reported to **us** 90 days after the date **you** first discovered the incident giving rise to a claim and where **your** delay in reporting the claim to the **claims administrator** has prejudiced **our** position.
- 3) Any claim arising outside the **territorial limit**.
- 4) Any claim where before the commencement of the first period of insurance in **our** opinion the **insured** was aware, or should have been aware, that a claim was likely to

- be made.
- 5) Any claim relating to any work done by any government, public or local authority following **your** unsuccessful appeal under Section 25 of the Private Tenancies (NI) Order 2006.
  - 6) Any claim relating to someone legally taking **your property** from **you**, whether **you** are offered money or not, or restrictions on 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.
  - 7) Any dispute between **you** and **us** about this legal expenses cover that is not otherwise dealt with in accordance with Section 7.
  - 8) Professional fees incurred:
    - a) In respect of any event where the time of occurrence commenced prior to the commencement of insurance
    - b) Before **Our** written acceptance of a claim
    - c) Before **Our** approval or beyond those for which **We** have given **Our** approval
    - d) Where **You** fail to give proper instructions in due time to **Us** or the “appointed adviser“
    - e) Where **You** are responsible for anything which in **Our** reasonable opinion prejudices **Your** case
    - f) If **You** withdraw instructions from the “appointed adviser”, fail to respond to the authorised professional, withdrawn from the legal proceedings or the or the “appointed adviser” refuses to continue to act for **You**
    - g) In respect of the amount in excess of **Our** standard professional fees where **You** have elected to use an authorised professional of **Your** own choice
    - 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
  - 9) The pursuit, continued pursuit or defence of any claim if **We** consider it is unlikely a reasonable settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred
  - 10) Claims which are conducted by you in a manner different from the advice or proper instructions of **Us** or those of the “appointed adviser”
  - 11) Appeals unless You notify **Us** in writing of **Your** wish to appeal at least six working days before the deadline for giving notice of appeal expires and **We** consider the appeal to have a reasonable chance of success
  - 12) Claims arising from an event occasioned by **Your** deliberate act, omission or misrepresentation
  - 13) Claims arising from:
    - a) Ionising radiations or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
    - b) Any radioactivity toxic explosive or other hazardous properties of any nuclear assembly or component thereof
    - c) War, terrorism or any associated risk
    - d) Seepage, pollution or contamination of any kind
    - e) Pressure waves caused by aircraft or other aerial devices
  - 14) Any dispute relating to written or verbal remarks which Damage **Your** reputation
  - 15) Any professional fees relating to **Your** alleged dishonesty, criminal act, or violent behaviour
  - 16) Professional fees arising directly or indirectly from computer software except operating systems and packaged software that have not been tailored by the supplier to **Your** own requirements
  - 17) Legal proceedings outside Northern Ireland and proceedings in constitutional, international or supranational courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights

- 18) A dispute with **Us** not dealt with under the arbitration condition
- 19) Any dispute relating to patents, copyrights, trade or service marks, registered designs, Passing off intellectual property, trade secrets or confidential information
- 20) Any direct or indirect consequence of terrorism as defined by the Criminal Justice (Terrorist Offences) Acts 2005 and 2015
- 21) Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority
- 22) Any direct or indirect consequence of Irradiation, or contamination by nuclear material, or The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter
- 23) Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted  
For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware  
For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

## General conditions applicable to the whole policy

### 1. Your responsibilities

**You** must co-operate fully with **us**, the **claims administrator** and the **appointed adviser**.

### 2. Acceptance of your claim

**We** will only pay **your** claim where it enjoys **reasonable prospects** and continues to do so throughout the lifetime of the claim. If at any stage the **claims administrator** consider that **your** claim does not have reasonable **prospects** they will give **you** an explanation of their decision in writing. **We** will not provide any further cover for **your** claim. If **you** disagree with the decision, **you** can refer the matter to an arbitrator under Section 7.

### 3. Professional fees

**We** will only pay **your** claim for **professional fees** which have been agreed in advance by the **claims administrator**.

### 4. Appointment of professional adviser

At any time before **we** agree that legal proceedings need to be issued, the **claims administrator** will choose a **professional adviser** to act for **you**. If Legal Proceedings have been agreed by **us**, **you** may nominate **your own professional adviser** whose name and address **you** must submit to **us**. In selecting **your professional adviser** **you** shall have regard to the common law duty to minimise the cost for **your** claim. Any dispute arising from this shall be referred to Arbitration in accordance with the policy conditions.



5. **Investigation and payment of your claim**  
**We**, or **our** agents, may investigate **your** claim. In **our** absolute discretion, **we** may pay **you** an amount equal to **claims administrator's** estimate of the value of **your** legal claim, or that made against **you**, instead of providing cover for **your professional fees**.
6. **Withdrawing and discontinuing**  
If **you** withdraw from or discontinue (stop) **your** claim without getting the **claims administrator's** permission in writing first then **we** will not pay **professional fees** and will be entitled to recover from **you** any **professional fees** and payments made or charged before the withdrawal or discontinuance. The **claims administrator** will not withhold their permission in relation to a withdrawal or discontinuance that a solicitor would recommend to a private client who is paying his or her own fees.
7. **Disputes**  
Either **you** or **we** may refer any dispute to an arbitrator who will be a solicitor or barrister. If **we** cannot agree on an arbitrator the Chartered Institute of Arbitrators will choose one. The arbitration will be under the Arbitration Acts in force and will be binding on the parties. If the arbitrator decides that **you** should pay the costs of the arbitration, the **insurer** will not pay these under this policy.
8. **Waiver**  
If **we** waive any right or breach of any term of this policy, this will not waive any other right or later breach.
9. **Transferring your rights**  
**You** cannot transfer **your** rights under this policy. 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.
10. **The law that applies**  
This policy will be governed by the laws of Northern Ireland.
11. **Dual insurance**  
Where any claim covered by this policy is also covered by another policy, or would have been covered by another policy if this policy did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.
12. **VAT**  
Where **you** are registered for VAT, any claims payment made under this policy will be paid net of VAT.

## **CLAIMS HELPLINE**

The Claims Helpline provides advice on the covers described within the what is covered section of the policy.

The Claims Helpline telephone number is Tel: **028 9041 0220**

Please quote Master Certificate Number ;

**We** will not accept responsibility if the Claims Helpline services fail for reasons beyond **our** control.

All potential claims must be reported initially to the Claims Helpline for advice and support.

Failure to contact the Claims Helpline may invalidate any claim **you** wish to make.

**We** will not accept responsibility if the helpline services are unavailable for reasons beyond **our** control.

UK General Insurance Limited is an agent of Great Lakes Insurance SE and in the matters of a claim act on behalf of Great Lakes Insurance SE.

## Consumer Protection Code

**You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy. **You** must tell us of any changes to the answers **you** have given as soon as possible. If any information **you** provide is not complete and accurate, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

## CANCELLATION

If **you** decide that for any reason, this Policy does not meet **your** insurance needs then please return it to MIS Claims or **your** Broker within 14 days from the day of purchase or the day on which **You** receive **Your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **we** will then refund **your** premium in full.

If **you** wish to cancel Your Policy after 14 days **You** will be entitled to a pro-rata return of premium.

**We** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address.

Valid reasons may include but are not limited to:

- a) Where **we** reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) **You** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask.

Where **our** investigations provide evidence of fraud or misrepresentation, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information, which may result in **your** policy being cancelled from the date **you** originally took it out.

If **we** cancel the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover, unless the reason for cancellation is fraud and/or **we** are entitled to keep the premium.

## COMPLAINTS PROCEDURE

It is **our** intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the procedure below. Please ensure **your** policy number is quoted in all correspondence to assist a quick and effective response.

Complaints regarding the sale of **your** policy should be directed to:

Motorists Insurance Services Ltd,  
Beechwood House, 37 Comber Road, Dundonald, N Ireland, BT16 2AA  
Telephone: 028 9041 0220

Complaints regarding a claim on **your** policy should be directed to:

Motorists Insurance Services Ltd,  
Beechwood House, 37 Comber Road, Dundonald, N Ireland, BT16 2AA  
Telephone: 028 9041 0220

If your complaint cannot be resolved by Motorists Insurance Services Ltd by the end of the next working day, it will be passed to:

The Customer Relations Department, UK General Insurance Limited,  
Cast House, Old Mill Business Park, Leeds LS10 1RJ.  
Telephone: 0345 218 2685  
Email: [customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk)

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 also applies if you are insured in a business capacity and have an annual turnover of less than £2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

Financial Ombudsman Service,  
Exchange Tower, Harbour Exchange Square, London, E14 9SR  
Telephone: 0800 0234 567  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

## COMPENSATION SCHEME

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their 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](http://www.fscs.org.uk)

## DATA PROTECTION ACT 1988 AND 2003

Please note that any information provided to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Acts 1988 and 2003, and from 25th

*UK RLLE&RAP II*

May 2018 in compliance with the General Data Protection Regulation, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.