

## Commercial and Portfolio Landlords' Legal Expenses & Residential Rent Protection Insurance

Insurance Product Information Document

Company: Irwell Insurance Company Limited ("Irwell")

Product: Rent Protect Landlords' Legal Expenses and Rent Protection

This insurance is provided by Irwell Insurance Company Ltd (Irwell). Company Registration Number 02887406. Registered Office: 2 Cheetham Hill Road, Manchester M4 4FB. Irwell is authorised by the Prudential Regulation Authority (PRA) and is regulated by the Financial Conduct Authority (FCA) and the PRA to conduct general insurance business. PRA Registration No. 202897. It is arranged and administered on behalf of Irwell by Adept Insurance Services Ltd who are regulated by the FCA (firm reference number: 586471).

This document provides a summary of the key information relating to this Landlord's Legal Expenses and Rent Protection Insurance Policy. Complete pre-contractual information on the product is provided with your policy documentation. Full terms and conditions of the policy are provided in your policy wording. Please take time to read this policy document to make sure you understand the cover it provides.

### What is this type of insurance?

This policy pays your legal costs in relation to certain legal disputes as detailed in your policy schedule and your rent if your residential tenant stops paying and remains in your let property.



#### What is insured?

Your Schedule will specify which covers are operative.

- ✓ **Breach of Restrictive Covenants:** Adviser's Costs and Expenses incurred in a dispute with a current or former employee following their breach of a restrictive covenant which is expressly incorporated into their contract of employment.
- ✓ **Defence of Legal Rights:** Adviser's Costs and Expenses incurred to defend your legal rights in relation to disputes that may arise as a result of your business activity.
- ✓ **Protecting Your Property:** Adviser's Costs and Expenses incurred in a dispute in relation to your property.
- ✓ **Personal Injury:** Adviser's Costs and Expenses to pursue an insured person's (and family members who permanently live with them) legal rights following a sudden and specific event which caused death or bodily injury.
- ✓ **Jury Service and Witness Expenses:** An insured person's lost salary or wages, up to a maximum of £1,000, from time taken off work as a result of jury service or attending court at the request of an appointed adviser and where you ask us to provide this cover.
- ✓ **Statutory Licence Appeal:** Adviser's Costs and Expenses incurred in an appeal to the relevant statutory or regulatory authority, court or tribunal, following their decision to suspend, cancel, alter the terms of or refuse to renew a licence or certificate of registration, which has been issued to you under statute or statutory instrument or by Government or Local Authority and which is required for you to carry out your business activity.
- ✓ **Contract Disputes:** Adviser's Costs and Expenses incurred to pursue or defend your legal rights in a dispute arising from a breach or alleged breach of a contract entered into by you for the purchase, sale, hire, hire purchase, lease or provision of goods or of services.
- ✓ **Recovery of Undisputed Debts:** Adviser's Costs and Expenses to pursue your legal rights to recover money and interest due to you arising from a breach or alleged breach of a contract entered into by you for the sale, hiring or leasing out or provision of goods or of services.



#### What is not insured?

- ✗ Disputes where you have not followed the legally correct process and procedure in relation to any matter that could give rise to an Insured Incident.
- ✗ Claims arising before this insurance started.
- ✗ Costs incurred and legal actions we have not authorised.
- ✗ Fines and court awards.
- ✗ Judicial Review and challenges to legislation.
- ✗ Disputes with us or the appointed adviser.
- ✗ Disputes between you and any company, business or partnership connected with you.
- ✗ Disputes between shareholders, directors or partners in your business.

Please refer to your policy wording for the full list of exclusions and limitations.



#### Are there any restrictions on cover?

- ! The policy limit is £50,000 per insured claim or prosecution; and
- ! £1,000,000 for all claims and prosecutions brought against you in any one policy year.
- ! Cover is subject to there always being reasonable prospects of success, meaning a greater than 50% chance that your action or defence will succeed.

You are not covered for:

- ! **Defence of Legal Rights** claims in relation to using or driving a motor vehicle.
- ! **Property** claims for goods in transit or goods lent or hired out
- ! **Personal Injury** claims relating to illness or injury that happens gradually or is not caused by a sudden and specific event.
- ! **Jury Service and Witness Expense** claims where you cannot provide evidence of the extent of lost salary or wages.



## What is insured?

- ✓ **Tax Enquiries:** Advisers costs and expenses in relation to:
  - a) Represent you regarding an investigation into your business tax affairs by HM Revenue & Customs.
  - b) Your compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations being disputed with HM Revenue & Customs.
  - c) Your VAT matters from a dispute with HM Revenue & Customs after the issuance of an assessment, written decision or notice of a civil penalty by them.
- ✓ **Let Property Disputes:** Advisers costs and expenses in relation to:
  - a) Repossession
  - b) Eviction of Squatters
  - c) Rent Recovery
  - d) Property Damage
  - e) Nuisance
  - f) Tenancy Disputes
- ✓ **Rent Protection:** If we are covering your claim for repossession, we will pay unpaid rent up to £2,500 per calendar month for a maximum of 12 months until vacant possession is obtained
- ✓ **Employment Disputes:** Adviser's Costs and Expenses to defend you in a dispute with a current, former or prospective employee, or an individual who alleges they are employed by you, following a breach or alleged breach by you of:
  - a) A contract of employment or alleged contract of employment; and/or
  - b) Employment legislation.
- ✓ **Employment Compensation Awards:** Where we have accepted your claim under Section 2 – Employment Disputes, Insured Incident 1 – Employment Disputes, we will pay:
  - a) Basic Awards, Compensatory Awards and/or compensation for breaches of employment legislation which have been awarded against you by a court or tribunal; or
  - b) A sum we have agreed to settle the dispute which we have considered to be reasonable and proportionate.



## Are there any restrictions on cover?

- ! **Statutory Licence Appeal** claims relating to the ownership, driving or use of a motor vehicle. Statutory Licence Appeal claims relating to the ownership, driving or use of a motor vehicle.
- ! **Contract Dispute and Recovery of Undisputed Debts** claims:
  - where the amount in dispute is less than £200 inc. VAT.
  - in relation to pensions, investments, guarantees, loans, mortgages, or borrowing
- ! **Tax Enquiry** claims relating to:
  - any tax avoidance scheme.
  - failing to register for VAT or PAYE.
  - investigations by HMRC into alleged fraud, dishonesty or criminal activity.
- ! **Let Property Disputes & Rent Protection:**
  - Each tenant and guarantor must have a satisfactory reference, from a referencing service that indicates a pass or conditional pass, where all conditional pass parameters have been met, unless the Tenancy Agreement has been in place for more than 12 months at the start of the period of insurance and there has been no history of rent arrears, which would include payments made 1 or more calendar days later than the rent due date as set out in the Tenancy Agreement.
 Your property must be let under:
  - An assured shorthold tenancy as defined in the Housing Acts (The Housing Act 1998, The Housing Act 1996, The Housing (Scotland) Act 1988, any amending or, superseding or equivalent legislation applicable in Great Britain or Northern Ireland).
  - A company residential tenancy (company let) created after 28th February 1997, where a residential property is let to a public limited company (Plc) or limited company (Ltd) purely for residential purposes.
- ! **Employment Disputes** claims which occur in the first 180 days and you did not have previous continuous equivalent legal expenses policy.



## Where am I insured?

- ✓ Great Britain, Northern Ireland, the Isle of Man or the Channel Islands



## What are my obligations?

- To keep to the terms and conditions of this policy.
- To take all reasonable precautions to prevent or minimise the risk of a claim occurring under this policy and to avoid incurring unnecessary costs.
- To supply us with honest and accurate information when asked to do so.
- To follow our claims procedure as advised and provide all relevant documentation when requested.



## When and how do I pay?

This insurance is paid annually, and payment is made when asked for by the intermediary that sold you this policy.



## When does the cover start and end?

The policy period of insurance is detailed in your policy schedule.



## How do I cancel this insurance policy?

You can cancel this policy within 14 days from inception or within 14 days of receiving your policy documents, whichever is later. If you contact your broker within this time no charge will be made, and we will refund any premium already paid subject to no claims having been made under this policy. If you wish to cancel your insurance after this period, you need to give us 7 days' notice. We will refund a proportionate part of the premium corresponding to the unexpired period of insurance and subject to no claims having been made under this policy.

Contact Us: Addept Insurance Services Ltd  
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