

# Landlord Legal Expenses & Rent Guarantee Insurance

temple  
legal protection



## Landlords Cover

Comprehensive cover  
against the cost of  
unexpected legal fees

[www.temple-legal.co.uk](http://www.temple-legal.co.uk)

In partnership with



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The experts in legal expenses insurance

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## Welcome to Landlords Cover

### Legal expenses insurance for your residential let property

Thank you for choosing to insure with Temple Legal Protection. We have designed this policy as a comprehensive legal expenses product to help protect you against legal problems which can occur as a result of letting your residential property.

As the cost of legal actions can be great, both in terms of time involved and cost, this policy is designed to provide a qualified solicitor to represent you in the event of common legal disputes. You may also benefit from expert guidance and representation by an experienced loss adjuster if you need to make a claim under your landlord's buildings policy.

This policy document explains the insurance contract between you and us. Please take time to read through this document and in particular take note of the correct procedures to follow.



Managing Director

Temple Legal Protection Limited Head and Registered Office:

One, Bell Court, Leapale Lane, Guildford GU1 4LY

Registered in England and Wales No. 3698194 Website: [www.temple-legal.co.uk](http://www.temple-legal.co.uk)

Temple Legal Protection Limited is authorised and regulated by the Financial Conduct Authority.

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## Helpline Services

In the event of a personal legal problem, you can take advantage of our confidential legal advice helpline which can advise on your legal position and what course of action is available to you. When phoning, please have available your policy number or the name of the insurance provider you purchased this policy from.

### Legal Advice Service

This service provides you with access to qualified specialists experienced in handling a range of commercial legal related issues affecting your business under UK law.

You can obtain confidential commercial legal advice by phoning **0370 900 2190**. This helpline is open 24 hours a day, 365 days a year. Please note, to assist with any subsequent claims, these calls may be recorded.

**Using the helpline services does not register formal notification of a claim. Please follow the claims reporting procedure detailed on page 3 of this policy document.**

## Making a claim

Whilst certain legal problems can be successfully resolved by using expert guidance provided by the helpline services, other problems may result in you needing to notify us of a claim under this policy.

If you need to make a claim, please note the following:-

1. This is a claims made policy and only claims notified during the period of insurance can be considered.
2. You should notify us as soon as you first become aware of a situation which has given rise to a claim under this policy. Failing to act as quickly as possible could prejudice the case and lead to rejection of your claim. ***If you are making a claim under sections 1 Rent Recovery, 8 Eviction & Repossession and 9 Rent Guarantee you must in any event notify us of your claim within 45 days of the rent first being in arrears.***
3. We will not pay any costs incurred before your claim is accepted. You will be responsible for any costs incurred if you instruct your own solicitor, barrister, accountant or other legally qualified person without our agreement.
4. Claims should be notified by completing a claim form which can be requested either by phoning **01483 954 089** between the hours of 9am and 5pm, Monday to Friday or emailing us at [claims@temple-legal.co.uk](mailto:claims@temple-legal.co.uk)

Please return your completed claim form as soon as possible:-

by email: [claims@temple-legal.co.uk](mailto:claims@temple-legal.co.uk)

or by post: Commercial Claims Department, Temple Legal Protection Limited, One, Bell Court, Leapale Lane, Guildford GU1 4LY

5. Once your claim form has been assessed, we will advise whether your claim has been accepted and if a representative is to be appointed to progress your claim.

As part of this assessment we will need to determine how likely you are to be successful in your claim. You may be asked to provide additional information which could include, but not strictly limited to: copies of any communication you have sent or received, copies of tenancy agreements, contracts with suppliers, contact details of witnesses, expert reports and any other information relevant to the claim.

Please note that prospects of success must exist throughout the duration of the claim and cover could be withdrawn if at any point it is no longer likely that your claim will succeed. This may happen if new evidence or information comes to light as the claim progresses.

If your claim is not accepted, we will explain the reason why and advise if we can assist in any other way.

Please also refer to the claims conditions page of this policy document.



## Definitions

Certain words or phrases will appear throughout this policy in **bold** and will have the following meanings.

### **Appointed representative**

A solicitor, barrister, accountant, loss adjuster or other appropriately qualified person or firm appointed by the Insurer to act for the Insured in accordance with the terms of this policy.

### **Attaching policy**

The buildings material damage and/or business interruption policy taken out by the Insured to which this policy is attached and the premium calculation based on

### **Co-insurance**

The amount specified in the schedule, expressed as a percentage of the Professional expenses that shall be payable by the Insured, if the Insured chooses a representative, other than an Appointed representative chosen by the Insurer, where that representative does not agree to the Insurer's standard charging rates.

### **Excess**

The amount specified in the schedule, which is the first amount of a claim that shall be payable by the Insured.

### **Insured**

The landlord named in the schedule or a person appointed on their behalf to manage the letting of the Let property.

### **Insured event**

A section of cover highlighted in the schedule as 'Included'.

### **Insurer**

Temple Legal Protection Limited who are authorised under a binding authority agreement to underwrite and administer this insurance on behalf of Royal & Sun Alliance Insurance Ltd.

### **Let property**

The property owned by the Insured and shown in the schedule. The property must be let under a Residential tenancy agreement and located within the Territorial limits.

### **Limit of indemnity**

The limit specified in the schedule, which is the Insurer's maximum liability under this policy in respect of:

- (a) any one claim arising at the same time or from the same originating cause;
- (b) the aggregate for all claims notified during the Period of insurance.

### **Period of insurance**

The period shown in the schedule.

### **Professional expenses**

In connection with an Insured event and not exceeding the Limit of indemnity:

- (a) Fees, expenses and other disbursements reasonably and proportionately incurred by the Appointed representative and agreed by the Insurer.
- (b) Opponent's costs for which the Insured becomes liable and which are agreed by the Insurer.

Professional expenses payable by the Insurer shall not include any VAT that may be recoverable by the Insured.

### **Prospects of success**

- (a) In civil cases it must be more likely than not that:
  - (i) the Insured person will achieve a successful outcome in the pursuit or defence of their claim; and
  - (ii) the Insured person will succeed in enforcing a judgment for damages or compensation, as long as the damages exceed the cost thereof or obtain any other legal remedy to which the Insurer has agreed.
- (b) In criminal prosecution claims it must be more likely than not that:
  - (i) the Insured person's sentence or fine will be successfully mitigated if they plead guilty;
  - (ii) the Insured person will be acquitted by the court or jury if they plead not guilty.
- (c) In all civil and criminal claims involving an appeal it must be more likely than not that the Insured person will be successful.

In all cases the Insurer or a suitably qualified expert acting on the Insurer's behalf will assess and decide whether there are Prospects of success.

### **Residential tenancy agreement**

An agreement between the Insured and the Tenant to occupy the Let property for residential use which is let:

- under an assured shorthold tenancy, a short assured tenancy or an assured tenancy as defined by the Housing Act 1988 (as updated and amended by the Housing Act 1996) or the Housing (Scotland) Act 1988 or any subsequent amendments to these Acts or the reasonable equivalent thereof if the let property is located in Wales
- under the Private Tenancies (Northern Ireland) Order 2006 or any subsequent amendments to this Act; or
- to a limited company or partnership for residential use by its employees.

### **Tenant**

The person(s) or organisation(s) named in the Residential tenancy agreement who rents the Let property from the Insured (including any person who occupies the Let property with the consent of the Insured).

### **Territorial limits**

The United Kingdom of Great Britain and Northern Ireland.

## What you are insured for

In return for payment of the premium, the **Insurer** will provide insurance and services on the terms contained in this policy, the schedule and any attached endorsements, which shall be considered as one document.

The **Insurer** agrees to indemnify the **Insured** up to the **Limit of indemnity** for **Professional expenses** incurred for an accepted claim, less any applicable **Excess**, **Co-insurance**, subject to the terms, conditions and exclusions of this policy, provided that:

- (i) the claim arises under an **Insured event**;
- (ii) the circumstances giving rise to the claim commence during the **Period of insurance** and within the **Territorial limits**;
- (iii) the claim is notified to the **Insurer** as soon as possible or within the specified timescales and during the **Period of insurance**;
- (iv) any proceedings, or other methods the **Insurer** agrees to resolve the claim, are conducted within the **Territorial limits**; and
- (v) **Prospects of success** exist for the duration of the claim.

And provided that the **Insured** has:

- (i) prior to commencement of the **Residential tenancy agreement**, obtained a satisfactory reference for each **Tenant** (or a guarantor where appropriate) which includes:-
  - (a) a credit history check obtained from a licensed credit referencing company which confirms an acceptable risk or credit score, no previous County Court Judgments or bankruptcies in the last three years and no outstanding County Court Judgments. Or an alternative relevant affordability check;
  - (b) satisfactory proof of identification and residency;
  - (c) a written reference from an employer confirming the **Tenant's** (or guarantor's) current and permanent employment status and that their salary is sufficient to pay the rent after deduction of normal living costs. Where the **Tenant** (or guarantor) is self-employed, a written reference from an accountant or legal representative must be supplied including confirmation of gross annual income, copies of three years of filed accounts and confirmation that the **Tenant** (or guarantor) is considered financially able to pay the rent for the duration of the tenancy. Or an alternative relevant affordability check;
  - (d) a written reference from a current or previous landlord or managing agent;
  - (e) a satisfactory "right to rent" check under the immigration act 2014 as amended.
  - (f) Check the tenant is not subject to an Antisocial Behavior Order.
- (ii) a detailed inventory of the contents and condition of the **Let property** (including supporting photographs) which the **Tenant** has signed; and
- (iii) kept clear and up-to-date rental records.

## Policy covers

What is covered	What is not covered
<p><b>1. Rent Recovery</b></p> <p><b>Professional Fees</b> to recover rent due under a <b>Residential tenancy agreement</b>;</p> <p><i>Provided that:</i></p> <ul style="list-style-type: none"> <li>(i) <i>in the first instance, the <b>Insured</b> has followed the government's guidelines for landlords to consider a temporary agreement with the <b>Tenant</b> regarding reduced rent or arrears repayments and has considered mediation to resolve and disputes;</i></li> <li>(ii) <i>the outstanding rent is more than £1,000, has been overdue for at least 14 days and a claim must be reported to the <b>Insurer</b> within 45 days of the rent becoming due and payable;</i></li> <li>(iii) <i>where the <b>Insured</b> accepts payment or partial payment of rent from or on behalf of the <b>Tenant</b>, the <b>Insured</b> must provide evidence that the <b>Tenant</b> has been warned that this does not prevent further action being taken against the <b>Tenant</b> to recover rent owed;</i></li> <li>(iv) <i>the rent owed was incurred during the current period of insurance</i></li> <li>(v) <i>where the <b>Tenant</b> is registered as a limited company, the <b>Insured</b> must seek and follow advice from the <b>Appointed representative</b> before accepting payment of rent arrears.</i></li> </ul>	<ul style="list-style-type: none"> <li>(i) Outstanding rent that was incurred prior to the current period of insurance</li> </ul>
<p><b>2. Property Damage</b></p> <p>Pursuing the <b>Insured's</b> legal rights over alleged or actual physical damage to the <b>Let property</b> and/or its contents;</p> <p><i>Provided that:</i></p> <ul style="list-style-type: none"> <li>(i) <i>the value of the amount claimed is more than £1,000; and</i></li> <li>(ii) <i>where the claim is against the <b>Tenant</b>, the <b>Insured</b> has prepared a detailed inventory before the commencement of the <b>Residential tenancy agreement</b> and has prepared a detailed schedule of dilapidations once the <b>Tenant</b> has left the <b>Let property</b>.</i></li> </ul>	<ul style="list-style-type: none"> <li>(i) Any claim relating to damage caused to the <b>Let property</b> and/or its contents which arise from a contract entered into by the <b>Insured</b>, other than the <b>Residential tenancy agreement</b>;</li> <li>(ii) Any costs in excess of 75% of the value or amount in dispute</li> </ul>
<p><b>3. Nuisance</b></p> <p>Pursuing the <b>Insured's</b> legal rights regarding the interference of the <b>Insured's</b> use, enjoyment or right over the <b>Let property</b> and the land on which the <b>Let Property</b> is located (if the dispute relates to the boundary of the <b>Let property</b> the <b>Insured</b> must have evidence of where that boundary lies);</p>	<ul style="list-style-type: none"> <li>(i) Disputes over rent, tax, planning or building regulations or decisions, compulsory purchase orders or actual or proposed works by or on behalf of any government, public or local authority;</li> <li>(ii) Land or buildings which do not form part of the <b>Let property</b>;</li> <li>(iii) Mining, subsidence, landslide or heave</li> </ul>



<p><b>4. Property Disputes</b></p> <p>Pursuing or defending the <b>Insured</b> in disputes relating to:</p> <ul style="list-style-type: none"> <li>a) The use or maintenance of the <b>Let property</b> as specified in the <b>Residential tenancy agreement</b></li> <li>b) The non-payment of service charges provided the amount in dispute exceeds £1,000 and cover is limited to 75% of the amount in dispute</li> <li>c) The Commonhold and Leasehold Reform Act 2002 or as amended;</li> </ul> <p><i>Provided that:</i></p> <p><i>You will suffer a financial loss if you fail to pursue or defend the claim or legal proceedings</i></p>	<ul style="list-style-type: none"> <li>(i) Any dispute arising from the negotiations, review or renewal of a <b>Residential tenancy agreement</b>;</li> <li>(ii) Any actual or alleged harassment of the <b>Insured</b> or a <b>Tenant</b></li> <li>(iii) A contract dispute other than in relation to a <b>Residential tenancy agreement</b></li> </ul>
<p><b>5. Contract</b></p> <p>Pursuing or defending a contractual dispute arising from an agreement or alleged agreement, entered into by the <b>Insured</b> or on the <b>Insured's</b> behalf for:</p> <ul style="list-style-type: none"> <li>(a) the purchase or hire of goods used for the benefit of the <b>Let property</b>;</li> <li>(b) the purchase or hiring in of services relating to the repair, refurbishment or renovation of the <b>Let property</b>, as long as the work commenced during the <b>Period of insurance</b>;</li> </ul> <p><i>Provided that:</i></p> <ul style="list-style-type: none"> <li>(i) <i>the amount in dispute exceeds £1,000 (inc VAT), the contract value is no more than £100,000 (inc VAT)</i></li> <li>(ii) <i>Professional expenses are limited to 75% of the amount in dispute</i></li> <li>(iii) <i>the dispute does not relate to an actual or alleged contract of employment.</i></li> </ul>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> <li>(i) Structural alterations or extensions to the <b>Let property</b> or adjudication procedures relating to any building or construction work or activities;</li> <li>(ii) Franchise agreements, agency rights, assignment, bailment, bills of exchange and contracts that provide or arrange credit, securities or guarantee;</li> <li>(iii) Contracts governed by the Consumer Credit Act, loans, hire purchase agreements, mortgages, pensions, insurance policies or any other financial product;</li> <li>(iv) A <b>Residential tenancy agreement</b> or the sale, purchase, terms of any lease, licence or tenancy of land or buildings, or any service charge disputes or relating to the management of the <b>Let property</b></li> <li>(v) Computer hardware, software, systems or services which have been custom-made by a supplier to the <b>Insured's</b> specific requirements, or any system where payment for which is subject to a service charge relating to the <b>Let property</b>.</li> </ul>
<p><b>6. Health &amp; Safety</b></p> <p>Pursuing or defending the <b>Insured</b> in disputes relating to:</p> <ul style="list-style-type: none"> <li>a) Defending a prosecution brought under the Health &amp; Safety at Work Act 1974 in a court of criminal jurisdiction</li> <li>b) An appeal against the service of an improvement or Prohibition Notice under the Health and Safety at Work Act 1974, provided the breach or alleged breach relates to the <b>Let property</b></li> </ul>	<ul style="list-style-type: none"> <li>(i) Any prosecution relating to or arising from investigations by HMRC;</li> <li>(ii) Any prosecution for offences against the person or offences of a sexual nature;</li> <li>(iii) Any prosecution for criminal damage;</li> <li>(iv) Any prosecution alleging dishonesty;</li> <li>(v) Any fees or costs imposed by the Health and Safety Executive or any of its agents, for ongoing monitoring or assessment of you or the <b>Let property</b></li> </ul>
<p><b>7. Tax Investigations</b></p> <p>Representing the <b>Insured</b> in meetings and negotiations necessary with HMRC following a formal notice to carry out a tax enquiry into the <b>Insured's</b> self-assessment tax return;</p> <p><i>Provided that:</i></p> <p><i>All tax returns and submissions:</i></p> <ul style="list-style-type: none"> <li>(i) <i>are complete and correct and contain no deliberate or reckless misstatements or any intention to deceive the relevant authorities; and</i></li> <li>(ii) <i>are made within statutory time limits</i></li> </ul>	<ul style="list-style-type: none"> <li>(i) Tax affairs that relate to income from any business other than the <b>Let property</b> insured under this policy;</li> <li>(ii) Routine treatment of matters which are not connected with a formal investigation or do not arise from an expression of dissatisfaction with the <b>Insured's</b> self-assessment tax return;</li> <li>(iii) Defending criminal prosecutions;</li> <li>(iv) Matters handled by the HMRC Specialist Investigations Unit;</li> <li>(v) Tax avoidance schemes;</li> <li>(vi) Tax investigations resulting from the negligent advice or actions of the <b>Insured's</b> tax consultant or adviser</li> </ul>

## 8. Eviction & Repossession

Pursuing the **Insured's** legal rights to obtain physical possession of **Let property** under a **Residential tenancy agreement** including **Professional expenses** incurred in evicting the **Tenant** from the **Let property**, subject to:

- a) Contact being made with the **Tenant** and any guarantor within seven days if any rent is overdue to establish the reason for the arrears;
- b) If the **Tenant** or guarantor cannot be contacted, and it is lawful to do so, the **Insured** or the **Insured's** agent serving notice of a requirement to undertake an inspection in accordance with your obligations within the tenancy agreement and visit the property. If the **Insured** or the **Insured's** agent are unsure that such an inspection is lawful, the **Insured** should seek legal advice;
- c) The **Insured** having correctly and properly served the **Tenant** with all appropriate and statutory notices;
- d) Prior to seeking eviction the **Insured** has followed the government's guidelines for landlords to consider a temporary agreement with the **Tenant** regarding reduced rent or arrears repayments and has considered mediation to resolve and disputes;
- e) The **Insured** having performed their obligations under the **Residential tenancy agreement**;
- f) Any claim being reported to the **Insurer** within 45 days of the rent becoming due and payable; and
- g) Where the **Let property** is subject to any mandatory, selective or additional licensing scheme, a current licence having been issued by the appropriate authority and the **Insured** having complied with its conditions.

- (i) The pursuit of the **tenant** or **guarantor** for rent arrears and/or mesne profits; and/or **dilapidations** once vacant possession of the **property** has been achieved;
- (ii) The performance of **your** obligations under the **tenancy agreement**;
- (iii) The payment or non-payment of service charges as defined within the Landlord and Tenant Act 1985

## 9. Rent Guarantee

Where the **Insured** is evicting the **Tenant** and a claim under **Section 8 Eviction & Repossession** has been accepted, the **Insurer** will pay, 30 days in arrears:

Unpaid rent due to the **Insured** or which would have been due to the **Insured** but for the breach of the **Residential tenancy agreement** whilst the **Tenant** or ex-Tenant still occupies the **Let property** up to a maximum of 12 monthly rental payments, starting from the date the **Insurer** accepts the claim

*Provided that:*

- (i) The claim was reported to the **Insurer** within 45 days of the rent becoming due and payable;
- (ii) Two full month's rent are in arrears. The **insurer** will deduct any **deposit** paid;
- (iii) The **Insured** makes the **Rent guarantee claims** during the period of insurance;
- (iv) If the **Tenant** opts to claim housing benefit after a claim is initiated, rent will not be paid until the outcome of the housing benefit claim is known. If the **tenant's** housing benefit claim is rejected, rent will be paid under the policy backdated to the date that a payment was first due under the policy

- (i) Any shortfall between reduced rent that the **Insured** has accepted from the **Tenant** and the full amount due under the **Residential tenancy agreement**
- (ii) Any claim where the **Insured** is not evicting the **Tenant**
- (iii) Any shortfall between the amount paid to the **Tenant** as housing benefit and the rent
- (iv) The performance of **your** obligations under the **Residential - tenancy agreement**

## 10.Attendance

The **Insured Person's** lost wages or salary not exceeding £100 per day, up to a maximum of £1,000, following their absence from work to as a witness in respect of an **Insured Event** under this policy.

Any sums which may be recoverable from the court or a third party

## General exclusions

The **Insurer** will not pay for the following:

- |  |  |
|--|--|
| <ol style="list-style-type: none"><li><b>1. Pre-inception tenancies</b><br/>Any disagreement with the <b>Tenant</b> where the originating cause of the dispute arises within the first 90 days of the first <b>Period of insurance</b> if the <b>Residential tenancy agreement</b> commenced before the first <b>Period of insurance</b> (unless evidence can be provided of continuous equivalent legal expenses insurance in force immediately prior to the inception of this cover).</li><li><b>2. Unauthorised costs</b><br/><b>Professional expenses</b> or any other costs incurred without the <b>Insurer's</b> consent, or<br/>Before the <b>Insurer</b> has given written acceptance of a claim.</li><li><b>3. Pre-inception circumstances</b><br/>Events or disputes which could give rise to a claim under this insurance occurring prior to, or existing before the <b>Insured</b> took out this policy, and which the <b>Insured</b> knew or ought reasonably to have known about.</li><li><b>4. Deliberate acts</b><br/>Claims arising out of deliberate or reckless acts by the <b>Insured</b> or the <b>Insured's</b> negligent disregard of the need to take all reasonable steps to avoid, prevent and limit any such claim.</li><li><b>5. Government, local authorities and planning</b> Disputes over planning or building regulations or decisions or compulsory purchase orders or actual or proposed works by or on behalf of any government, public or local authority, or disputes with government or local authority departments concerning the imposition of statutory charges.</li><li><b>6. Dishonest acts</b><br/>Any claim against the <b>Insured</b> which alleges dishonesty.</li></ol> | <ol style="list-style-type: none"><li><b>7. Judicial Reviews and legislation challenges</b> Claims relating to the <b>Insured's</b> involvement in a Judicial Review or challenge to existing or proposed legislation.</li><li><b>8. Disputes with family members</b><br/>Claims relating to disputes between the <b>Insured</b> and any members of the <b>Insured's</b> immediate family.</li><li><b>9. Fines and penalties</b><br/>Fines, penalties or compensation awarded against the <b>Insured</b>.</li><li><b>10. Rent, leasehold and freehold disputes</b><br/>Claims relating to registering, assessing or reviewing rents, extension of a leasehold, purchase of a freehold or any matter relating to Rent Tribunals, First Tier Tribunals, Leasehold Valuation Tribunals, Land Tribunals, Agricultural Land Tribunals or Rent Assessment Committees.</li><li><b>11. Subsidence</b><br/>Any claim relating to mining, subsidence, landslide or heave.</li><li><b>12. Disputes with the Insurer or letting or managing agents</b><br/>Any costs relating to disputes with the <b>Insurer</b> or disputes with a letting or managing agent.</li><li><b>13. Sub leases</b><br/>A dispute with a party other than the <b>Tenant</b> who holds a sub-lease on the <b>Let property</b>.</li><li><b>14. Multiple tenancies</b><br/>Any dispute with one or more <b>Tenant</b> where such <b>Tenant(s)</b> rents or occupies the <b>Let property</b> other than under a single <b>Residential tenancy agreement</b> with each such <b>Tenant</b> being equally and jointly responsible for keeping to the terms of the <b>Residential tenancy agreement</b>.</li></ol> |
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## General conditions

Please ensure the following conditions are understood and where required to do so, are complied with at all times. Failure to do so may in some circumstances result in the Insurer refusing to pay Professional expenses or cancelling this policy.

### 1. The Insured's duties

The Insured must:-

- (a) comply with all terms and conditions of this policy;
- (b) act as if uninsured and take all reasonable precautions to prevent the occurrence of a claim;
- (c) provide complete and accurate information when requested by the Insurer. This information may be required during the period of insurance or thereafter if relating to a claim.

### 2. Cancellation

- (a) The Insured can cancel this policy at any time within 14 days of first taking it out. A full refund of premium will be provided as long as no claim is reported.
- (b) The Insured can cancel this policy at any other time, as long as the Insurer is given 14 days' notice. A pro-rata refund will be provided as long as no claim is reported during the current Period of insurance.
- (c) The Insurer can cancel this policy at any time, subject to providing the Insured with at least 14 days' written notice.

Reasons the Insurer may cancel this policy include, but are not strictly limited to:

- fraudulent activity has been identified, or an attempt to gain advantage under this policy to which the Insured is not entitled;
- the Insured has failed to co-operate with the Insurer or an Appointed representative and this failure has adversely affected a claim or is considered a material breach of policy terms and conditions.

### 3. Fraudulent claims

If it is proven that the **Insured** has made a fraudulent claim, the **Insurer** reserves the right to:

- a. terminate the policy from the date of the alleged claim and not refund any premium paid by the **Insured**; and/or
- b. recover from the **Insured** any **Professional expenses** or other costs paid in respect of that fraudulent claim.

### 4. Disputes

In the event of a dispute between the **Insured** and the **Insurer** arising from a claim or policy terms and conditions, the **Insurer's** complaints procedure should firstly be followed.

If that dispute cannot be settled, the **Insured** can contact the Financial Ombudsman Service or alternatively refer the matter to arbitration which is a formal and binding process where disputes are considered and resolved by independent arbitrators in accordance with the Arbitration Act.

A suitably qualified person must be agreed by both the **Insured** and the **Insurer**, but if agreement cannot be reached an arbitrator shall be appointed by the President of the Chartered Institute of Arbitrators. The arbitrator may require the **Insured** or the **Insurer** to pay the costs of any arbitration, which are not indemnified under this policy.

### 5. Applicable law and Acts of Parliament

This policy is governed by the laws of England and Wales. Any Acts of Parliament specified in this policy shall include subsequent amending or replacement legislation and shall include equivalent legislation enforceable within the Territorial limits.

### 6. Third party rights

Only the Insured and the Insurer are granted rights to enforce the terms and conditions of this policy. The Contracts (Rights of Third Parties) Act 1999 does not apply to this policy and any other party has no right to enforce any of its terms or conditions.

### 7. Bankruptcy or insolvency

If the **Insured** becomes insolvent, is declared bankrupt or files for bankruptcy, or enters into a voluntary arrangement or deed of arrangement, the **Insurer** reserves the right to:

- (i) Immediately withdraw funding for any claim and pay no further **Professional expenses** and/or cancel the policy with immediate effect.



## 8. Non Disclosure, Misrepresentation or Misdescription

If the **Insured** has breached the duty to make a fair presentation of the risk to the **Insurer** before this policy was entered into the **Insurer** reserves the right to:

- (i) For a deliberate or reckless breach we may avoid this policy, refuse all claims and retain all premiums paid;
- (ii) For a non-deliberate or reckless breach where:
  - o The **Insurer** would not have agreed to provide cover, the **Insurer** may avoid this policy and refuse all claims, returning any premiums paid
  - o Cover would have been agreed but on different term , the **Insurer** requires that such terms are included with effect from the policy inception date
  - o Cover would have been agreed but at an increased premium, the **Insurer's** liability for any loss amount payable shall be limited to the proportion that the premium agreed bears in relation to the increased premium, as detailed in Schedule 1 of the Insurance Act 2015.

## Claims conditions

Please ensure the following conditions are understood and where required to do so, are complied with at all times. Failure to do so may result in the **Insurer** refusing to pay **Professional expenses**. Please also follow the claims reporting procedure on page 3 of this policy document.

### 1. The Insurer's consent

- (a) After consideration of the claim form and any other information that has been requested, the **Insurer** will advise whether consent is given to appoint an **Appointed representative** and to incur **Professional expenses**.
- (b) Consent will only be given if the **Insured** has acted properly and reasonably at all times and the **Insurer** is satisfied there are **Prospects of success**, which must exist throughout the duration of the claim.
- (c) When consent is given, the **Insurer** may impose conditions on the conduct of the claim including imposing a maximum amount of **Professional expenses** that may be incurred without further application to the **Insurer**. Any **Professional expenses** incurred in breach of such conditions will not be covered under this policy.
- (d) If the **Insured person** proceeds with a claim to which the **Insurer** has not consented due to insufficient **Prospects of success** and the **Insured person** subsequently achieves a successful outcome in that claim, the **Insurer** will consider paying **Professional expenses**, after such consent had been refused, in accordance with the **Insurer's** standard terms of appointment and subject to all other terms and conditions of the policy.

### 2. Appointed representative

- (a) Once a claim is accepted by the **Insurer**, an **Appointed representative** chosen by the **Insurer** will be appointed to act on the **Insured person's** behalf.
- (b) In certain circumstances, the **Insured person** may nominate a representative to act as the **Appointed representative**:
  - if legal proceedings need to be issued; or
  - if there is a conflict of interest;and in such cases the **Insured person** must send the **Insurer** the contact details of their chosen representative. If that representative is not an **Appointed representative** of the **Insurer**, they will be expected to act in accordance with the **Insurer's** standard terms of appointment and also agree to the **Insurer's** standard charging rates. If the **Insured person's** chosen representative does not agree to the **Insurer's** standard charging rates, a 40% **Co-insurance** shall apply. A copy of the standard terms of appointment (including standard charging rates) is available on request.
- (c) The **Appointed representative** must co-operate with the **Insurer** at all times and provide the **Insurer** with any information or documentation when requested to do so.
- (d) If at any stage of the claim:-
  - the **Insured person** dismisses the **Appointed representative** without good reason; or
  - the **Insured person** withdraws from a claim without the **Insurer's** consent; or
  - the **Appointed representative** refuses to continue acting for the **Insured person** with good reason;the **Insurer** reserves the right to withdraw consent and pay no further **Professional expenses**.
- (e) Any dispute over the **Insured person's** choice of representative shall be resolved in accordance with **General Conditions 4**.

### 3. Conduct of claims

The **Insured person** must:

- (a) co-operate fully with the **Insurer** and the **Appointed representative** at all times;
- (b) conduct all claims with the same care and economy as if they were not insured;
- (c) minimise the cost of all claims;
- (d) comply with all rules of, and orders made by the court, and any advice given by the **Appointed representative**;
- (e) provide, obtain or sign all documents as necessary, attend meetings or hearings as required and provide the **Insurer** with any information when requested to do so.

Failure to observe and comply with these terms will entitle the **Insurer**, at their discretion, to deny payment or reduce payment in respect of any claim.

The **Insured person**, the **Insurer**, and the **Appointed representative** must at all times have regard to the overriding objective of the Civil Procedure Rules.

#### 4. Developments during the claim including offers of settlement

- (a) The **Insured person** and the **Appointed representative** must keep the **Insurer** up-to-date with the progress of the claim and must inform the **Insurer** of any matter which may affect the **Prospects of success** or of any other development which may affect whether or not it is reasonable and proportionate for the **Insurer** to continue paying **Professional expenses**.
- (b) The **Insured person** and the **Appointed representative** must inform the **Insurer** immediately an offer to settle a claim is received and must not negotiate or enter into any agreements to settle a claim without the **Insurer's** written consent.
- (c) If the **Insured person** rejects or does not make an offer of settlement that the **Insurer** or the **Appointed representative** determine to be reasonable, the **Insurer** reserves the right to refuse paying any further **Professional expenses**.
- (d) The **Insurer** reserves the right to settle a claim by paying an amount reasonably claimed by or against the **Insured person** instead of starting or continuing with legal action, and will no longer be liable for any **Professional expenses** arising from that claim. If this right is exercised, the **Insurer** can also take over and conduct a claim in the **Insured person's** name and pursue or settle a claim against the other party to the dispute.
- (e) If at any time, whether because of the possibility of settlement, a change in the **Prospects of success** or the prospects of any judgment not being successfully enforced, or of the **Insured's** insolvency, or for any other reason, it ceases to be reasonable in all the circumstances to continue to incur **Professional expenses**, the **Insurer** may withdraw consent and no further **Professional expenses** will be paid.
- (f) If at any point during a claim a fact becomes known which results in that claim not having been brought within the terms and conditions of this policy, the **Insurer** reserves the right to recover any **Professional expenses** already paid in respect of that claim and not pay any further **Professional expenses** in respect of that claim.
- (g) If the **Insured person** does not agree with the **Insurer's** decision on the merits of a claim, the **Insured** can, at the **Insured's** own expense, obtain an opinion from an expert who has been approved in advance by the **Insurer**. The expert must be in receipt of the same information regarding the claim as provided to the **Insurer**. If the expert decides in the **Insured person's** favour, the **Insurer** will reconsider the merits of that claim. If the expert decides in the **Insurer's** favour, it does not affect the **Insured's** right to use the **Insurer's** complaints procedure.

#### 5. Payment of Appointed representative's bills

- (a) The **Insurer** will pay **Professional expenses** (including payment on account for interim bills) only if the **Insurer** is satisfied that the charges are reasonable and proportionate and have been properly incurred, subject to the **Insured** paying any **Excess**, **Co-insurance** and any recoverable VAT.
- (b) If requested by the **Insurer**, the **Insured** must ask the **Appointed representative** to submit its bill of costs for audit by the **Insurer**, or for assessment by the Court.
- (c) If it is later established that **Professional expenses** or any other costs incurred were not payable under this policy in whole or in part then the **Insurer** will be entitled to recover such payments from the **Insured person**.

#### 6. Recovery of costs

The **Insured person** must take all reasonable steps to recover **Professional expenses** that have been incurred and pay any sums recovered to the **Insurer**. If the **Insured person** recovers any sum that covers both damages and costs, or they recover damages but do not recover costs, a fair and reasonable proportion of the total amount recovered shall be deemed to be a recovery of costs and shall be reimbursed to the **Insurer**. Where such a sum is recovered in instalments, all costs to the **Insurer** shall be reimbursed first.

#### 7. Apportionment of costs

If any claim covered under this policy should also be covered under any other insurance policy, the **Insurer** will only pay their rateable proportion of that claim.

#### 8. Appeals

If the **Insured** wishes to pursue an appeal following the original outcome of an **Insured event**, the **Insurer** must be notified immediately. Strict time limits apply for appeals and in order for the **Insurer** to fully consider the merits of the **Insured's** appeal, which must have **Prospects of success**, written notification of the **Insured's** intention to appeal must be received by the **Insurer** no less than 10 days prior to the expiry of the relevant time limit. If an appeal is lodged against a decision made in the **Insured's** favour, the **Insurer** must also be notified immediately.

If the **Insurer** agrees to pay **Professional expenses** for an appeal, these costs will be subject to the **Limit of indemnity** for the original claim and all other terms and conditions of this policy.

## How to make a complaint

We always aim to provide an excellent service. However, if you are ever unhappy with the level of service you have received, how a claim has been handled or with any other aspect of the policy, please let us know by calling **01483 577 877**. Lines are open Monday to Friday, from 9am to 5pm. Alternatively complaints can be emailed to [complaints@temple-legal.co.uk](mailto:complaints@temple-legal.co.uk) or posted to: The Compliance Officer, Temple Legal Protection Limited, One, Bell Court, Leapale Lane, Guildford GU1 4LY

If you do not receive a satisfactory response within eight weeks, you may be able to refer the matter to the Financial Ombudsman Service (FOS) by calling **0800 023 4567** (calls to this number are free to mobile phones and landlines) or **0300 123 9123** (calls to this number cost no more than calls to 01 or 02 numbers). You can also text **07860 027 586** and the FOS will call you back. Lines are open from 8am to 8pm between Monday and Friday and from 9am to 1pm on Saturdays.

Alternatively, you can email the Financial Ombudsman Service at [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) or make general enquiries online at <https://help.financial-ombudsman.org.uk/help/enquiries>

You can also write to the FOS at: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

The insurer is bound by decisions made by the Financial Ombudsman Service but they are not binding on you. Using the complaints procedure does not affect your right to take legal action.

## Data Protection

By taking out this policy you agree that Temple Legal Protection and other parties may need to share information for the purpose of administering this policy and in the provision of claims handling and helpline services. Any information provided to Temple Legal Protection will be processed in accordance with Temple Legal Protection's Privacy Policy (<http://www.temple-legal.co.uk/privacypolicy>).

## Regulatory Information

Temple Legal Protection is authorised and regulated by the Financial Conduct Authority.

### Temple Legal Protection Head and Registered Office:

One, Bell Court, Leapale Lane, Guildford GU1 4LY  
Registered in England and Wales No. 3698194  
Website: [www.temple-legal.co.uk](http://www.temple-legal.co.uk)

Royal & Sun Alliance Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

### Royal & Sun Alliance Insurance Ltd Head and Registered Office:

Royal & Sun Alliance Insurance Ltd, St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL.  
Registered No. 00093792.  
Tel **01403 232323**.

## Financial Services Compensation Scheme

Royal & Sun Alliance Insurance Ltd 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 upon the type of business and circumstances of the claim. Most insurance contracts are covered for up to 90% of the claim. Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or they can be contacted by phone on **0800 678 1100** or **020 7741 4100**.

## TEMPLE LEGAL PROTECTION LIMITED

### Guildford Address:

One, Bell Court,  
Leapale Lane,  
Guildford GU1 4LY  
Tel: 01483 577877

**The legal expenses insurance experts**

Temple Legal Protection Limited is authorised and regulated by the Financial Conduct Authority.

[www.temple-legal.co.uk](http://www.temple-legal.co.uk)