



# **Property Let**

## **Legal Protection**

**Arranged by Towergate AUL a trading name of  
Towergate Underwriting Group Limited**

**Underwritten by DAS Legal Expenses Insurance  
Company Limited**

**Legal Advice Line  
0117 934 2155**

## Welcome to Property Let Legal Protection

As a DAS policyholder, you are now protected by Europe's leading legal expenses insurer. If you want to call our helpline services we are here to help you 24 hours a day, 365 days a year. To make sure that you get the most from your DAS cover, please take time to read the policy which explains the contract between you and us. If you have any questions or would like more information, please contact your insurance adviser.

### It will help you if you keep the following points in mind:

#### How we help you

Once you have given us details of your claim and we have accepted it, we will start to resolve your legal problem.

To make a claim under your policy please telephone us on 0117 934 2155 and we will take details of your dispute. We will not be able to confirm cover for your claim, but we will provide you with a reference number and advise you what to do next.

If you would prefer to report your claim in writing please send it to the Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Alternatively you can email your claim to us at [newclaims@das.co.uk](mailto:newclaims@das.co.uk). Claims are usually handled by a representative appointed by us, but sometimes we deal with them ourselves.

#### When we cannot help

We will not be able to help you if we think there is little chance of winning your case. Please do not ask for help from a solicitor before we have agreed. If you do, we will not pay the costs involved.

#### Problems

We will always try to give you a quality service. If you think we have let you down, please write to our Customer Relations Department at our Head Office address shown below.

Alternatively you can telephone us on 0117 934 0066 or email us at [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk). Details of our complaint handling procedures are available on request.

If you are still not happy, you can contact the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR. (Using this service does not affect your right to take legal action.)

#### Our Head and Registered Office is:

DAS Legal Expenses Insurance Company Limited,  
DAS House, Quay Side, Temple Back, Bristol BS1 6NH.  
Registered in England and Wales, number 103274.

#### Towergate AUL:

The Octagon, Middleborough, Colchester, Essex CO1 1TG  
Towergate aul is a trading name of Towergate Underwriting Group Limited.

#### Towergate Underwriting Group Limited Registered Head Office:

Towergate House, 2 County Gate, Staceys Street,  
Maidstone, Kent ME14 1ST  
Registered in England No. 4043759  
Authorised and regulated by the Financial Services Authority.

## This is your Property Let Legal Protection Policy

Your policy only covers you if you have paid your premium. We agree to provide the insurance in this policy, keeping to the terms, conditions and exclusions as long as:

- \* the date of occurrence of the insured incident happens during the period of insurance and within the territorial limit; and
- \* any legal proceedings will be dealt with by a court or other body which we agree to in the territorial limit; and
- \* in civil claims it is always more likely than not that you will recover damages (or other legal remedy) or make a successful defence.

### The meaning of words in this policy

#### We, us, our

DAS Legal Expenses Insurance Company Limited.

#### You, your

The person who has taken out this policy.

#### Your property

The property you have told us about.

#### Appointed representative

The lawyer, or other suitably qualified person, who has been appointed to act for you under Condition 2 of this policy.

#### Costs and Expenses

- Legal costs

All reasonable and necessary costs charged by the appointed representative on a standard basis. Also the costs incurred by opponents in civil cases if you have to pay them, or pay them with our agreement.

- Accountant's costs

A reasonable amount in respect of all costs reasonably

incurred by the appointed representative

#### Hotel expenses

Up to £75 a day to cover the cost of accommodation for a maximum of 30 days.

#### Territorial limit

England, Scotland and Wales.

#### Period of insurance

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

#### Full enquiry

An extensive examination by HM Revenue & Customs which considers all aspects of your tax affairs, excluding those enquiries which are limited to one or more specific aspects of your self assessment and/or corporation tax return.

#### Aspect enquiry

An examination by HM Revenue & Customs which considers one or more specific aspects of your self assessment and/or corporation tax return.

#### Tax intervention enquiry

An examination by HM Revenue & Customs to measure the level of compliance in your financial accounting records to highlight areas where errors have occurred or may occur.

### Date of occurrence

(1) The date of the event which may lead to a claim. If there is more than one event arising at the same date or from the same originating cause, then the date of occurrence is the date of the first of these events.

(2) For full enquiries or aspect inquiries, the date of occurrence is when HM Revenue & Customs first notifies in writing the intention to make enquiries.

For Value Added Tax disputes, the date of occurrence is when the relevant authority sends you an assessment or written decision.

For tax intervention enquiries, the date of occurrence is when HM Revenue & Customs first contacts you in relation to commencing an intervention enquiry into your business accounts connected to the insured property.

### Insured incidents we will cover

#### 1 Property Let

We will negotiate for the following.

(a) Your legal rights after an event which causes physical damage to your property.

The amount in dispute must be more than £1,000.

(b) Your legal rights in trying to get possession of your property that you have let under either:

- \* an assured shorthold tenancy;
- \* a short assured tenancy; or
- \* an assured tenancy.

These are all defined by the Housing Act 1988 or the Housing (Scotland) Act 1988.

You must be trying to get possession under:

- \* Schedule 2, Part 1 (grounds 1 to 8) of the Housing Act 1988; or
- \* Schedule 5, Part 1 (grounds 1 to 8) of the Housing Act (Scotland) 1988.

You must give the tenant the correct notices telling him or her that you want possession of your property.

(c) Your legal rights in trying to get possession of your property if you have let your property to a limited company or partnership and your property has been let for people to live in.

(d) Your legal rights in trying to get possession of your property if you have let your property and you live in your property as the landlord.

(e) Your legal rights to evict anyone in your property who has not got your permission to be there.

(f) Your legal rights to recover any rent your tenant owes you for your property.

(g) To defend your legal rights if an event arising from you letting your property leads to you being prosecuted in a criminal court. We will pay hotel expenses while you try to get a possession order for your property so you can live in it.

## 2 Tax Protection

### (a) Full or Aspect Enquiries

We will negotiate on your behalf and represent you in any appeal proceedings in respect of a full enquiry and/or aspect enquiry.

### (d) VAT Disputes

We will negotiate on your behalf and represent you in any appeal proceedings following an assessment issued by HM Revenue & Customs in respect of Value Added Tax due.

### (b) Tax Intervention Enquiries

We will negotiate on your behalf and represent you in any dealings with HM Revenue & Customs in respect of a tax intervention enquiry.

### Provided that

- (1) For all **insured incidents**, you have taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.
- (2) We will not pay more than £2,000 for claims in respect of aspect enquiries or tax intervention enquiries.

### What is not covered by Insured Incident 2 Tax Protection

- (1) In respect of aspect enquiries and tax intervention enquiries the first £200 of costs and expenses in each and every claim.
- (2) Any insured incident arising from a tax avoidance scheme.
- (3) Any insured incident caused by your failure to register for Value Added Tax.
- (4) Any insured incident arising from any investigation or enquiries undertaken by HM Revenue & Customs Special Investigations Section or Special Civil Investigations or the Revenue & Customs Prosecution Office.
- (5) Any insured incident arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

For all insured incidents we will help in appealing or defending an appeal.

If an appointed representative is used, we will pay the costs and expenses for this.

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

### What you are not covered for

- 1 Any claim reported to us more than 90 days after the date you should have known about the insured incident.
- 2 Any legal costs that are incurred before we agree to pay them.
- 3 Any disagreement with your tenant when the date of occurrence is within the first 90 days of the first period of insurance and the tenancy agreement started before the start of the policy.
- 4 Any disagreement with any person other than your tenant or someone in your property without your permission to be there if your property is part of a building which contains 5 or more apartments or flats.
- 5 Any claim relating to registering rents, reviewing rents, buying the freehold of your property or any matter which relates to rent tribunals, rates tribunals, land tribunals or rent assessment committees unless you are defending an action brought against you by your tenant.
- 6 Any claim to do with someone legally taking your property from you, whether you are offered money or not, or restrictions or controls placed on your property by any government or public or local authority unless the claim is for accidental physical damage caused by any of the above.
- 7 Any claim relating to any work done by any government or public or local authority unless the claim is for accidental physical damage to your property caused by any of the above.
- 8 Any claim relating to subsidence, mining or quarrying.
- 9 Any claim relating to the settlement payable under an insurance policy.
- 10 Applications for a judicial review.
- 11 Fines, damages or other penalties which you are ordered to pay by a court or other authority.
- 12 Any claim caused by, contributed to by or arising from:
  - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
  - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
  - war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
  - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 13 Any disagreement with us that is not in Condition 7.
- 14 Any legal action you take which we or the appointed representative have not agreed to or where you do anything that hinders us or the appointed representative.

- 15 Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
- 16 Apart from us, you are the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contract (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third party rights or interest.

### Conditions

- 1 You must:
- (a) keep to the terms and conditions of this policy;
  - (b) take reasonable steps to keep any amount we have to pay as low as possible;
  - (c) try to prevent anything happening that may cause a claim;
  - (d) send everything we ask for, in writing;
  - (e) give us full details of any claim as soon as possible and give us any information we need.
- 2 (a) We can take over and conduct, in your name, any claim or legal proceedings at any time. We can negotiate any claim on your behalf.
- (b) An insured person is free to choose an appointed representative (by sending us a suitably qualified person's name and address) if:
- (i) we agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an insured person in those proceedings; or
  - (ii) there is a conflict of interest.
- We may decide not to accept an insured person's choice, but only in exceptional circumstances. If there is a disagreement over the choice of appointed representative in these circumstances, the insured person may choose another suitably qualified person.
- (c) In all circumstances except those in 2(b) above, we are free to choose an appointed representative.
- (d) An appointed representative will be appointed by us to represent you according to our standard terms of appointment. The appointed representative must co-operate fully with us at all times.
- (e) We will have direct contact with the appointed representative.
- (f) You must co-operate fully with us and with the appointed representative and must keep us up-to-date with the progress of the claim.
- (g) You must give the appointed representative any instructions that we ask for.

### Helpline Services

We provide these services 24 hours a day, 7 days a week during the period of insurance. To help us check and improve our service standards, we record all calls.

#### EuroLaw Legal & Tax Advice Service

We will give you confidential legal advice over the phone on any personal legal or tax problem, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway. We may send information to legal advisors in these countries.

#### Domestic Assistance Service

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

We will not accept responsibility if the Helpline Services fail for reasons we cannot control. By using these services you are agreeing to us recording your call.

To get help from DAS, phone us on 0117 934 2155

When phoning, please tell us your policy number or the name of the scheme you are in. Please do not phone us to report a general insurance claim.

- 3 (a) You must tell us if anyone offers to settle a claim.  
(b) If you do not accept a reasonable offer to settle a claim, we may refuse to pay further costs and expenses.  
(c) You must not negotiate or agree to settle a claim without our approval.

(d) We may decide to pay you the amount of damages you are claiming or is being claimed against you instead of starting or continuing legal proceedings.

- 4 (a) If we ask, you must tell the appointed representative to have costs and expenses taxed, assessed or audited.  
(b) You must take every step to recover costs and expenses that we have to pay and must pay us any legal costs and expenses that are recovered.

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

6 If you stop a claim without our agreement, or do not give suitable instructions to an appointed representative, the cover we provide will end at once and we will be entitled to reclaim costs and expenses we have paid.

7 If we cannot agree with you about the choice of appointed representative, or about the handling of a claim, we can both agree to choose another representative to decide the matter. We must both agree to this in writing. If we cannot agree with you about the choice of the second representative, we will ask the Chair of the Solicitors Regulation Authority to choose a representative.

Whoever loses the disagreement will have to pay the costs of settling it.

8 We can cancel this policy at any time as long as we tell you at least 14 days beforehand.

You can cancel this policy at any time as long as you tell us at least 14 days beforehand.

You have the right to cancel your policy during a period of 14 days from the day of purchase of the contract or the day on which you receive your policy documentation, whichever is the later.

9 We will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.

10 This policy will be governed by English law.



Chief Executive Officer