

# Residential Landlords Legal Expenses and Rent Arrears Policy Insurance

## Insurance Product Information Document

Company: MIS Claims

Product: Residential Landlords  
Legal Expenses and Rent Arrears Policy

This document is a summary of cover highlighting the main features and benefits as well as the general conditions and exclusions of this policy. Full terms and conditions can be found in the policy wording. You will also receive a policy schedule showing the specific details of your policy and the cover(s) you have selected. Please take some time to read the policy documents when you receive them. It is important that you tell us as soon as possible if any of the information is incorrect.

## What is this type of Insurance?

MIS Landlords Legal Expenses and Rent Arrears Policy provides legal advice and cover for legal costs should a dispute relating to your Rental property and tenant arise, such as cover for professional fees in representing you in a claim to obtain possession of your property or professional fees to represent you in defending criminal proceedings arising from your activities in letting your property up to €35,000.



## What is insured?

### 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 €1,200 (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.

### Defence

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

### Rent arrears

**We** will pay **your rent arrears** up to a maximum of €3,000 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 insured?

- 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 Republic of 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.



## Are there any restrictions on cover?

### 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**)

### 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, €35,000 in the aggregate;

Section 3: €3,000 per month for a period of 6 months

### 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;



## Where am I covered?

✓ Cover is offered for your Residential Let Property within the Republic of Ireland.



## What are my obligations?

You must provide full and accurate information to all questions asked. Your answers must be true to the best of your knowledge and belief. Your answers will form part of the statement of facts on which your policy will be based. If you become aware that information you have given us is inaccurate or has changed, you must inform us as soon as possible. Failure to do this may invalidate your policy and claims may not be paid.



## When and how do I pay?

You can pay your premium as a one off payment. Payment is made via your insurance broker.



## When does the cover start and end?

Your cover will start and end on the dates stated in your policy documents.



## How do I cancel the contract?

If you decide that for any reason, this policy does not meet your insurance needs then please return it within 14 days from the date 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, the premium will be refunded in full. If you wish to cancel after the 14 day cooling off period, please contact the organisation from whom you bought your policy.

## Your Insurer

This insurance is 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 are authorised and regulated by the Financial Conduct Authority. 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. This can be checked on the Financial Services Register at <http://register.fca.org.uk> or by calling them on 0800 111 6768 or 0300 500 8082.

## Making a claim

If you need to make a claim, please obtain a claim form no later than 31 days after the event by contacting us in one of the following ways:

- Calling us on 01 8720 179
- Emailing us at [claims@misclaims.com](mailto:claims@misclaims.com)
- Writing to us at Motorists Insurance Services Ltd., Beechwood House, 37a Comber Rd, Dundonald, BT16 2AA

On all correspondence please tell us you are insured by MIS Landlord Legal Expenses and rent arrears Policy and provide the reference number shown in the policy wording along with the unique policy number from your policy schedule. This will help us to validate your policy details and deal with your claim as quickly as possible.

## Complaints

It is the 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 complaints procedure below:

### Complaints regarding the SALE OF THE POLICY

Please contact the administrator who arranged the insurance on your behalf.

MIS Claims, Beechwood House, 37 Comber Road, Belfast BT16 2SA

Telephone: 01 8720 179

### Complaints regarding CLAIMS

Managing Director, MIS Claims, Beechwood House, 37 Comber Road, Belfast BT16 2SA

Telephone: 01 8720 179 Email: [claims@misclaims.com](mailto:claims@misclaims.com)

**On all correspondence please tell us you are insured by MIS Residential Landlords Legal Expenses and Rent Arrears Policy and provide the reference number shown in the policy wording along with the unique policy number from your policy schedule. This will help us to validate your policy details and deal with your query as quickly as possible.**

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 up to €2million and fewer than ten employees. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service

Exchange Tower, London E14 9SR

Tel: 0800 023 4 567 or 0300 123 9 123

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The above complaints procedure is in addition to your statutory rights as a consumer.

## What happens if we can't meet our liabilities?

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