

Commercial Let Care Legal Expenses Policy Summary

Some important facts about your Commercial Let Care Legal Expenses insurance are summarised below. This summary does not describe all the terms and conditions of your policy, so please take time to read the policy document to make sure you understand the cover it provides. When reviewing your policy it should be read in conjunction with your Policy Schedule.

Insurer: AmTrust

Coverholder: Composite Legal Expenses Limited, Suffolk House, Trade Street, Cardiff CF10 5DT.

Your cover is valid for one year.

Significant Features and Benefits	Significant and unusual exclusions or limitations	Relevant section in the policy document
<p>Legal Expenses Cover</p> <p>This policy covers legal and professional fees, costs and expenses up to an aggregate limit of indemnity of £50,000 in connection with legal proceedings in respect of any of the following insured incidents:</p> <p>1. A Breach by the Tenant of any of his obligations under a Tenancy Agreement, to include:</p> <p style="margin-left: 20px;">(a) the legal costs and expenses incurred in evicting anyone in the Property without the Insured's permission and</p> <p style="margin-left: 20px;">(b) the legal costs and expenses incurred by the Insured in respect of any act or omission arising out of the ownership or management of the Property which leads to</p> <ul style="list-style-type: none"> - a criminal prosecution, or - the service of a notice imposing obligations or restrictions upon the Insured under the environmental or health and safety legislation. 	<p>The policy does not cover:</p> <ul style="list-style-type: none"> • An infringement of legal rights, which occurs within 90 days of the start of this policy. • Claims notified outside the Period of Insurance. You must notify us within 30 days of any circumstances that may give rise to a claim. • Under insured incident 1 any dispute where you have failed to consult the Commercial Legal Helpline immediately upon becoming aware of the dispute or potential dispute or where you have failed to heed the written advice of a Panel Solicitor or where you have failed to follow the procedures prescribed by the Commercial Legal Helpline. • Under insured incident 1 any legal costs and expenses which exceeds the annual limit of indemnity during any one period of insurance (pro rata if applicable). • Under insured incident 1 any claim where the Insured has not obtained a satisfactory credit reference on the Tenant prior to granting a Tenancy. • Under insured incident 1 any Tenancy Agreement not in writing between the Insured and the Tenant • Under insured incident 1 any Tenancy Agreement, which is not an Assured Shorthold Tenancy Agreement within the meaning of the Housing Acts 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 or a Business Tenancy Protected under the provisions of the Landlord and Tenant Act 1954 or any re-enactments or amendments thereof, or any other Residential Tenancy. • In Northern Ireland, a Tenancy Agreement which is a Protected Tenancy or a Statutory Tenancy within the meaning of the Rent (NI) Order 1978 or a Protected Shorthold Tenancy within the meaning of Housing (NI) Order 1983 (and any re-enactments thereof) or a Tenancy Agreement in which the Tenant is a limited company or a Tenancy Agreement or Lease of commercial premises • A claim on policy made by the Insured in respect of an Insured Event arising more than two months after the same occurred or ought reasonably have come to the knowledge of the Insured . • Fines, penalties, compensation or damages which the Insured or any other person insured under this Policy is ordered to pay by the relevant Court, Tribunal or Arbitrator • A claim in relation to payment or non-payment of service charges, interest on rent or service charges or any rent payable after you have recovered vacant possession. • A claim for damage or loss of fixtures and fittings furniture or equipment not referred to in an existing Inventory signed by the Tenant before or at the start of the Tenancy Agreement or which relates to a claim of less than £1,000. • A claim by the Insured against the Underwriters or Coverholder • Claims arising out of subsidence, mining, actual or proposed works by any public or local authority. • Any Legal Costs and Expenses arising out of settlement of an insurance claim. • Claims where you take action without first obtaining our agreement or cause delay or fail to give reasonable assistance to us. • Any claim where legal costs are incurred without our authority. • Any matter in respect of which you are entitled to Legal Aid 	<p>Terms and conditions of policy</p>
<p>Commercial Legal Helpline</p> <p>We provide a 24 hour, seven days a week helpline service.</p>		<p>Terms and conditions of policy</p>
<p>Legal Advice Service</p> <p>We will give you confidential legal advice over the phone on any personal legal problem, under the laws of the United Kingdom.</p>		<p>Terms and conditions of policy</p>



We hope that you will be happy with your insurance policy. If not, please contact us (or the intermediary or organisation that arranged this insurance on your behalf). If you decide not to proceed with this insurance you should return the Policy Documents within 14 days of receipt.

Providing a claim has not been made and so long as no incidents have arisen that could result in a claim under the policy, we will refund any premium you have paid.

Making a Claim

Call the Composite Legal Expenses claims helpline on: 0871 423 5244

(Calls from BT landlines cost 10p per minute at all times. Mobiles and other networks may cost more).

The following information will be required:

- Policy reference as above.
- Your name and address.
- The type of insured problem you are experiencing

Complaints Procedure

AmTrust are committed to providing You with a first class service at all times. If, however, You are not happy with any part of the service You have received then You should initially contact the Coverholder at the address below.

The Managing Director, Composite Legal Expenses Ltd, Suffolk House, Trade Street, Cardiff CF10 5DT.

Finally, if the matter still remains unresolved once the above have been contacted, you can, subject to qualifying criteria, approach The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Tel: 0845 0801800.

AmTrust is authorised and regulated by the Financial Services Authority and is a member of the Association of British Insurers (ABI).

You may be entitled to compensation from the Financial Services Compensation Scheme in the event that the insurer is unable to meet its liabilities.