



PROPERTY LET

LEGAL PROTECTION & ADVICE,
INCLUDING RENT ARREARS COVER

KEY FACTS BROCHURE



FIRST FOR JUSTICE



WHY YOU NEED PROPERTY LET

COVER

- **REPOSSESSION**
- **PROPERTY DAMAGE**
- **EVICION OF SQUATTERS**
- **RENT ARREARS**
- **RENT RECOVERY**
- **LEGAL DEFENCE**

24-HOUR HELPLINE SERVICES

- **LEGAL ADVICE**
- **COUNSELLING**

INTRODUCTION

Letting a property can often be smooth sailing, however there is always a risk that your tenant may refuse to vacate the property at conclusion of the contract, fail to pay their rent or cause considerable damage to the property, all of which can be stressful, time consuming and costly to rectify. In the event that such a dispute does arise, we are on hand to provide you with help and support.

Our Property Let legal protection product has been designed to provide you with legal advice and assistance in matters such as repossessing your property, damage to the property, a criminal prosecution or eviction of squatters. We will also help you to recover rent from a tenant who is refusing to pay, or pay rent arrears for up to 6 months if your tenant refuses to pay but still occupies your property.

If you have such a dispute we will try to help negotiate an amicable resolution, however if this is not possible, we will refer the matter to a lawyer to advise and represent you and we will pay their legal costs. In addition we can also provide legal advice via our Legal Helpline accessible 24 hours a day 365 days a year.



CLAIMS EXAMPLE

DAMAGE TO THE PROPERTY

A policyholder has returned home after working abroad to find that her recent tenant has left her rental property having caused considerable damage to the property, its fixtures and furniture. The cost of the damage is well in excess of the security deposit retained from the tenant.

The policyholder contacts us and we accept the claim under the 'property damage' element of cover as the damage would cost over €1,000 to repair and the case has above 51% chance of being successful. Once the ex-tenant has been located we instruct a solicitor to pursue our policyholder's claim for damage and issue court proceedings. Before the case gets to court the former tenant makes a satisfactory offer to settle the claim which our policyholder accepts. We pay all of the associated legal costs and the client is able to repair the damage to her property.



POLICY SUMMARY

This policy summary provides key information about Property Let legal protection which you should read. It does not contain the full terms and conditions of the policy, which you can find in the Property Let legal protection policy wording.

Property Let legal protection is a legal expenses insurance policy. It will help you by providing legal advice and assistance if you have a dispute with your tenant over rent arrears, damage or repossession of the property. It will also pay rent arrears arising from unpaid rent, for up to 6 months, if your tenant still occupies the property.

Features and benefits	Significant exclusions or limitations	Where to look in your policy
<p>The insured incidents covered by the policy are described below. In all cases we will negotiate for your legal rights to resolve the problem, either by ourselves or through external lawyers and other experts that we will appoint.</p> <p>We will appoint our preferred choice of law firm to deal with your claim and will pay their costs and expenses, which includes opponents' costs.</p>	<p>For civil cases reasonable prospects of success must exist for the duration of the claim.</p> <p>Total costs are limited to €70,000 per claim.</p> <p>If you want to use your choice of law firm, any costs they incur above what DAS would have paid a preferred law firm will be your responsibility. The most DAS will pay a law firm (where acting as the appointed representative) is up to a maximum of €150 per hour.</p> <p>Costs incurred before DAS agrees to pay them.</p> <p>DAS will not cover a dispute with your tenant which arises within 90 days of you taking out this cover if the tenancy started before you took out your policy.</p> <p>Unless DAS agrees to start court proceedings or there is a conflict of interest, DAS is free to choose a representative to help you.</p> <p>Your tenancy must be registered with the Private Residential Tenancies Board (PRTB) and be let under a Fixed term or Part 4 tenancy under the 2004 Residential Tenancies Act.</p>	<p>Page 8, OUR AGREEMENT (a)</p> <p>Page 8, WHAT WE WILL PAY, PROVIDED THAT: 1</p> <p>Page 8, WHAT WE WILL PAY, PROVIDED THAT: 2 and page 13, POLICY CONDITIONS 1 (c)</p> <p>Page 12, POLICY EXCLUSIONS 2</p> <p>Page 12, POLICY EXCLUSIONS 3</p> <p>Page 13, POLICY CONDITIONS 1 (a) and (b)</p> <p>Page 5, THE MEANING OF WORDS IN THIS POLICY: YOUR PROPERTY</p>

Features and benefits	Significant exclusions or limitations	Where to look in your policy
<p>1 REPOSSESSION</p> <p>You wish to get possession of your property from your tenant(s)</p> <p>DAS will provide advice and assistance but not legal representation for your dispute as it progresses through the PRTB dispute resolution process.</p> <p>DAS will represent you in High Court proceedings if there is an appeal against the Tenancy Tribunal's determination order.</p> <p>DAS will represent you in the Circuit Court to enforce a determination order of the PRTB requiring the tenant to leave.</p>	<p>You must give the tenant the correct notices telling him or her that you want possession of your property as prescribed under the Residential Tenancies Act 2004.</p> <p>You must follow the PRTB dispute resolution process.</p>	<p>Page 9, 1 REPOSSESSION: CONDITIONS (i)</p> <p>Page 9, 1 REPOSSESSION: CONDITIONS (iii)</p>
<p>2 PROPERTY DAMAGE</p> <p>Someone causes damage to your property.</p>	<p>The extent of the damage must be more than €1,000.</p>	<p>Page 9, 2 PROPERTY DAMAGE: CONDITIONS</p>
<p>3 EVICTION OF SQUATTERS</p> <p>Someone is living in your property without permission and you wish to remove them.</p>		
<p>4 RENT ARREARS</p> <p>DAS will pay the rent arrears for up to 6 months while your tenant or ex-tenant still occupies your property.</p> <p>If, after you gain possession, your property needs damage repaired to enable you to re-let it, we will pay 50% of the rent for a maximum of three months or until the property is re-let, whichever happens first.</p>	<p>The maximum monthly rent DAS will pay is €3,000.</p> <p>Before the tenancy starts you must have obtained a satisfactory reference for each tenant and obtained the tenant's consent when granting the tenancy to share the information with DAS following a rent arrears claim.</p> <p>The references must include confirmation from a previous managing agent or landlord (if applicable) that there have been no disputes involving the tenant in the past 5 years; employer (or other financial source) references on the tenant's employment status and confirmation of income, and satisfactory proof of identity. (DAS' full referencing requirements are set out in the policy wording).</p>	<p>Page 10, 4 RENT ARREARS (a)</p> <p>Page 10, 4 RENT ARREARS: CONDITIONS (i)</p>

Features and benefits	Significant exclusions or limitations	Where to look in your policy
<p>4 RENT ARREARS (CONTINUED)</p>	<p>You must also have a detailed inventory, signed by the tenant, of the contents and condition of your property and you must also have kept clear and up to date rental records.</p> <p>Cover will only be provided if Repossession of the property is being sought under INSURED INCIDENT 1 – REPOSSESSION.</p>	<p>Page 10, 4 RENT ARREARS: CONDITIONS (ii) & (iii)</p> <p>Page 10, 4 RENT ARREARS: CONDITIONS (iv)</p>
<p>5 RENT RECOVERY</p> <p>You wish to recover rent arrears from your tenant(s)</p> <p>DAS will provide advice and assistance but not legal representation for your dispute within the PRTB dispute resolution process.</p> <p>DAS will represent you in High Court proceedings if there is an appeal against the Tenancy Tribunal's determination order.</p> <p>DAS will represent you in the Circuit court to enforce a determination order of the PRTB requiring the tenant to pay the outstanding rent.</p>	<p>You must give the tenant the correct notices of rent arrears as prescribed by the Residential Tenancies Act 2004.</p> <p>You must follow the PRTB dispute resolution process.</p>	<p>Page 11, 5 RENT RECOVERY: CONDITIONS (ii)</p> <p>Page 11, 5 RENT RECOVERY: CONDITIONS (iv)</p>
<p>6 LEGAL DEFENCE</p> <p>Defence of criminal prosecutions relating to the letting of your property and actions for unlawful discrimination.</p>	<p>We do not pay court awards, penalties or fines which you are ordered to pay.</p>	<p>Page 12, POLICY EXCLUSIONS 8</p>
<p>24-HOUR TELEPHONE HELPLINES</p> <p>Legal advice Advice on legal problems regarding your tenancy.</p> <p>Counselling DAS qualified counsellors provide support in dealing with worrying problems.</p>	<p>If you call us outside of normal office hours (9am – 5pm) we may need to arrange a call back at a time to suit you.</p>	<p>Page 2, HELPLINE SERVICES</p>
<p>Countries covered The Republic of Ireland.</p>		<p>Page 8, OUR AGREEMENT (d)</p>
<p>Applicable law This policy will be governed by the laws of the Republic of Ireland.</p>		<p>Page 15, POLICY CONDITIONS 15</p>



CANCELLATION RIGHTS

We hope you are happy with the cover this policy provides. However, you may cancel the policy without notice within 14 days of taking it out. After this you can cancel it at any time by telling the person who sells you the policy, but you must give 14 days' notice of cancellation. The premium will be refunded on a proportionate basis.

MAKING A CLAIM

You must give DAS details of any claim as soon as possible and within 90 days of the insured incident happening.

To make a claim you can phone us on **01 670 7470** and we will be able to take details of your claim or send you a claim form. The details of your claim will then be considered by a claims handler who will contact you with their decision. Lines are open 24 hours a day, 365 days a year. Calls may be recorded.

Alternatively you can write to:

**The Claims Department | DAS Legal Expenses Insurance Company Limited |
Europa House | Harcourt Centre | Harcourt Street | Dublin 2**



HOW TO MAKE A COMPLAINT

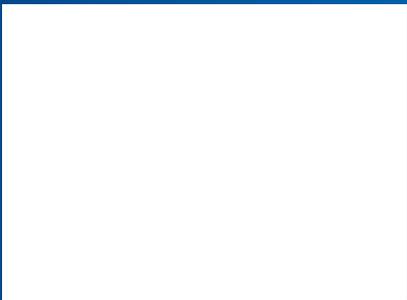
If you have a complaint about our service or about the way we have treated you, please write to our Operations Manager at **DAS Legal Expenses Insurance Company Limited | Europa House | Harcourt Centre | Harcourt Street | Dublin 2**. Alternatively you can telephone us on **01 670 7470** or email us at **customerrelations@das.ie**.

A copy of our internal complaint-handling procedure is available on request. If you are still not happy with the response you receive, you have the right to ask the Financial Services Ombudsman's Bureau to review your case at **3rd Floor | Lincoln House | Lincoln Place | Dublin 2** or by phoning **1890 882 090**. This will not affect your rights to take legal action.

Please note that all calls to and from DAS may be recorded for quality and training purposes.

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Agent's address

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority of the United Kingdom and regulated by the Central Bank of Ireland for conduct of business rules | DAS Legal Expenses Insurance Company Limited | Head and registered office: DAS House, Quay Side, Temple Back, Bristol BS1 6NH | Registered in England and Wales | Company Number 103274 | Registered as a branch in Ireland under number 903779 | Website: www.das.ie