



Howson Flette
PROPERTY MANAGEMENT

TO LET
01 670 7470

PROPERTY LET

LEGAL PROTECTION

POLICY WORDING



FIRST FOR JUSTICE

HELPLINE SERVICES

We provide these services 24 hours a day, seven days a week during the **period of insurance**. To help **us** check and improve **our** service standards, **we** may record all calls, other than those to the counselling service.

LEGAL ADVICE

CALL 0818 37 11 55

We will give **you** confidential legal advice over the phone on any legal problem relating to the letting of **your property** under the laws of the Republic of Ireland.

Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal advisor.

However, if this is not possible they will arrange a call back at a time to suit **you**.

COUNSELLING

CALL 1850 670 407

We will provide **you** with a confidential counselling service over the phone, including, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by **us**.

We will not accept responsibility if the Helpline Services fail for reasons **we** cannot control.

Please do not phone **us** on the above numbers to report a general insurance claim.

IMPORTANT INFORMATION

This is your Property Let Legal Protection policy – it includes everything you need to know about your cover.

We suggest you keep this document in a safe place as **you** will need to refer to it if **you** need to make a claim.

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THE MEANING OF WORDS IN THIS POLICY

Appointed representative	The preferred law firm , law firm, or other suitably qualified person appointed to act on your behalf.
Costs and expenses	All reasonable and necessary costs chargeable by the appointed representative and agreed by us in accordance with the DAS Standard Terms of Appointment . Also the costs incurred by opponents in civil cases if you have been ordered to pay them, or you pay them with our agreement.
DAS Standard Terms of Appointment	The terms and conditions (including the amount we will pay to an appointed representative) that apply to the relevant type of claim, which could include a no win, no fee agreement.
Date of occurrence	<p>(a) For civil cases The date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, then the date of occurrence is the date of the first of these events (this is the date the event happened, which may be before the date you first became aware of it).</p> <p>(b) For criminal cases The date when you began, or are alleged to have begun, to break the criminal law in question.</p>
Fixed term tenancy	A lease which is for a definite period.
Part 4 tenancy	A tenancy which occurs under the Residential Tenancies Act 2004 where the tenant has been in occupation of the premises, under a lease, for a period of 6 months without having been served with a termination notice. The effect of this is that the tenant has the right to remain in occupation for 4 years from the date of the lease agreement.
Period of insurance	The period for which we have agreed to cover you .
Preferred law firm	A law firm we choose to provide legal or other services. These legal specialists are chosen as they have the proven expertise to deal with your claim and must comply with our agreed service standard levels, which we audit regularly. They are appointed according to the DAS Standard Terms of Appointment .

- Reasonable prospects**
- (a) For civil cases, the prospects that **you** will recover losses or damages (or obtain any other legal remedy which **we** have agreed to, including an enforcement of judgment), or make a successful defence, must be at least 51%. **We**, or a **preferred law firm** on **our** behalf, will assess whether there are **reasonable prospects**.
 - (b) For criminal cases there is no requirement for there to be prospects of a successful outcome.
 - (c) For all civil and criminal appeals the prospects of a successful outcome must be at least 51%.

- Rent arrears**
- Unpaid rent that
- is owed to **you** under a tenancy agreement, or
 - would have been owed to **you** but for the breach of a tenancy agreement to let **your property**, where **we** have accepted **your** claim under insured incident 1 **REPOSSESSION**.

We, us, our, DAS DAS Legal Expenses Insurance Company Limited.

You, your The person or property owner who has taken out this policy.

Your property The residential property which is let under either a **fixed term tenancy** or a **part 4 tenancy** which

- (i) is governed by the Residential Tenancies Act 2004, and
- (ii) is registered with the Private Residential Tenancies Board,

that **you** have leased to **your** tenant(s) by entering into a signed lease agreement, and have declared to **us**.

WELCOME TO PROPERTY LET

Thank **you** for purchasing this **DAS** Property Let legal protection policy. **You** are now protected by Europe's leading legal expenses insurer. 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 if **you** keep the following points in mind.

HELPING YOU WITH YOUR LEGAL PROBLEMS

You can phone **us** any time on **0818 37 11 55** for advice on any legal problem relating to the letting of **your property** under the laws of the Republic of Ireland.

MAKING A CLAIM

If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this policy, please phone **us** on **01 670 7470** and **we** will send **you** a claim form. **We** cannot confirm cover for **your** claim over the phone. Please send **your** completed claim form or written details of **your** claim to the **Claims Department | DAS Legal Expenses Insurance Company Limited | Europa House | Harcourt Centre | Harcourt Street | Dublin 2**

Once **you** have sent **us** the details of **your** claim and if **we** have accepted it, **we** will start to resolve **your** legal problem. Claims are usually handled by an **appointed representative** appointed by **us**, but sometimes **we** deal with them ourselves.

WHEN WE CANNOT HELP

Please do not ask for help from a solicitor, or anyone else before **we** have agreed that **you** should do so. If **you** do, **we** will not pay the costs involved even if **we** accept the claim.

DATA PROTECTION

To provide and administer the legal advice service and legal expenses insurance **we** must process **your** personal data (including sensitive personal data) that **we** collect from **you** in accordance with **our** Privacy Policy.

To do so, **we** may need to send **your** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact **you** to ask for **your** feedback, or members of the DAS UK Group. To give **you** legal advice, **we** may have to send information outside the European Economic Area.

In doing this, **we** will comply with the Data Protection Act 1988 and Data Protection (Amendment) Act 2003. Unless required by law or by a professional body, **we** will not disclose **your** personal data to any other person or organisation without **your** written consent, unless for the prevention and detection of crime or for the apprehension or prosecution of offenders, or the assessment or collection of any tax or duty or of an imposition of a similar nature, and non-disclosure is likely to prejudice any of these purposes.

For any questions or comments, or requests to see a copy of the information **we** hold about **you**, please write to the **Operations Manager | DAS Legal Expenses Insurance Company Limited | Europa House | Harcourt Centre | Harcourt Street | Dublin 2**

HOW TO MAKE A COMPLAINT

We will always try to give **you** a quality service. If **you** think **we** have let **you** down, please write to **our** Operations Manager at **DAS Legal Expenses Insurance Company Limited | Europa House | Harcourt Centre | Harcourt Street | Dublin 2**, **you** can also phone **us** during standard office hours on **01 670 7470** or email **us** at **customerrelations@das.ie**

Details of **our** internal complaint handling procedures are available on request.

If **you** are still not satisfied, **you** can contact the Insurance Division of the Financial Services Ombudsman at **3rd Floor | Lincoln House | Lincoln Place | Dublin 2** or by phoning **1890 882 090**.
Website: **www.financialombudsman.ie**

You can also contact the Insurance Information Service at **5 Harbourmaster Place | IFSC | Dublin 1 | D01 E7E8** or by phoning **01 676 1820**.
Website: **www.insuranceireland.eu**

Using these services does not affect **your** right to take legal action.

DAS Head and Registered Office:

DAS Ireland is a branch office of DAS Legal Expenses Insurance Company Limited, having its registered office at **DAS House | Quay Side | Temple Back | Bristol | BS1 6NH**, registered in England and Wales, number 103274. Registered as a branch in Ireland under number 903779.

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.

Website: **www.das.ie | www.das.co.uk**

OUR AGREEMENT

We agree to provide the insurance described in this policy in respect of any insured incident arising in connection with **your property** in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy and schedule, provided that:

- (a) **reasonable prospects** exist for the duration of the claim
- (b) the **date of occurrence** of the insured incident is during the **period of insurance**
- (c) any legal proceedings will be dealt with in the Republic of Ireland by:
 - a court; or
 - any other body which **we** agree to, and
- (d) the insured incident happens within the Republic of Ireland.

WHAT WE WILL PAY

Following an insured incident **we** will pay:

- **costs and expenses** on **your** behalf, including **costs and expenses** to make or defend an appeal provided that:
 - (a) **you** tell **us** within any statutory time limits allowed which apply to **your** claim that **you** want **us** to appeal; and
 - (b) **we** agree that it is always more likely than not that the appeal will be successful
- **rent arrears**, payable by **us** 30 days in arrears as shown under insured incidents **4(a)** and **4(b)** **RENT ARREARS** of this policy.

Provided that:

- 1 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 €70,000
- 2 the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**. This will vary depending on the type of claim, but the hourly amount **we** will pay a law firm will be included within the **DAS Standard Terms of Appointment**. These will be provided to **you** once **we** accept **your** claim, if it is necessary to issue legal proceedings and **you** choose **your own appointed representative** rather than using a **preferred law firm**. Where **costs and expenses** have not already been agreed with a **preferred law firm** for the relevant claim type **we** will pay up to a maximum of €150 per hour.
- 3 in respect of an appeal or the defence of an appeal, **you** must tell **us** within the time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist
- 4 for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this policy, **we** must agree that **reasonable prospects** exist
- 5 where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award.

WHAT WE WILL NOT PAY

In the event of a claim, if **you** decide not to use the services of a **preferred law firm**, **you** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **us**.

INSURED INCIDENTS WE WILL COVER

1 REPOSSESSION

We will negotiate for **your** legal rights in trying to get possession of **your property** as follows:

- (a) **We** will provide advice and assistance (but not legal representation) in progressing **your** dispute via the Private Residential Tenancies Board dispute resolution process up to and including appeals to the Tenancy Tribunal.
- (b) If there is an appeal against the Tenancy Tribunal's determination order to the High Court, **we** will represent **you** in these proceedings.
- (c) If **you** are successful in obtaining a determination order requiring the tenant to leave the property but the tenant does not comply with it, **we** will represent **you** in the Circuit Court hearing to enforce the decision of the Private Residential Tenancies Board under Section 124 of the Residential Tenancies Act 2004.

Conditions

- (i) **You** must give the tenant the correct notices as prescribed under the Residential Tenancies Act 2004 telling him or her that **you** want possession of **your property**.
- (ii) All notices must be sent by recorded delivery post.
- (iii) **You** must follow the Private Residential Tenancies Board dispute resolution process.

2 PROPERTY DAMAGE

We will negotiate for **your** legal rights after an event which causes physical damage to **your property**.

Conditions

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

3 EVICTION OF SQUATTERS

We will negotiate for **your** legal rights to evict anyone who is not **your** tenant or ex-tenant from **your property** and who has not got **your** permission to be there.

4 RENT ARREARS

- (a) **We** will pay **your rent arrears** up to a maximum amount of €3,000 per calendar month for up to 6 months while **your** tenant or ex-tenant still occupies **your property**.
- (b) Once vacant possession is achieved, if **your property** needs damage repaired to enable **you** to re-let it, **we** will pay 50% of **your rent arrears** for a maximum of three months or until **your property** is re-let, whichever happens first.

Conditions:

- (i) **You** must have obtained a satisfactory reference* for each tenant and obtained their consent when granting the tenancy to share the information with **us** following a claim for **rent arrears**.
- (ii) **You** must have made a detailed inventory of the contents and condition of **your property** (with supporting photographs) which the tenant has signed.
- (iii) **You** must have kept clear and up to date rental records.
- (iv) **We** must have accepted **your** claim under **1 REPOSSESSION**.
- (v) The dispute has followed the Private Residential Tenancies Board dispute resolution process.

*The references must include:

- previous managing agent or landlord confirmation that there have been no tenancy disputes involving the tenant in the past 5 years (or written confirmation as to why this is not applicable);
- an employer reference confirming that the employment is permanent and is likely to remain so during the tenancy as far as can be reasonably foreseen;
- a confirmation that the tenant's income is at least 2.5 times the proposed monthly rental income times 12 (for a Guarantor, their income must be at least 3 times the proposed monthly rental income times 12). If the tenant is self-employed the confirmation of income must be provided by an accountant, or by providing the last 3 years of filed accounts;
- satisfactory proof of identity and address (which must be current within three months of the application for the tenancy).

What is not covered under 4 RENT ARREARS

Rent arrears in respect of the previous **fixed term tenancy** or **part 4 tenancy** once **your property** is re-let.

5 RENT RECOVERY

We will negotiate for **your** legal rights to recover rent owed by **your** tenant for **your property** if it has been overdue for at least one calendar month as follows:

- (a) **We** will provide advice and assistance (but not legal representation) in progressing **your** dispute via the Private Residential Tenancies Board dispute resolution process.
- (b) If there is an appeal against the Tenancy Tribunal's determination order to the High Court, **we** will represent **you** in these proceedings.
- (c) If **you** are successful in obtaining a determination order for the payment of the outstanding rent, **we** will represent **you** in the Circuit Court hearing to enforce the decision of the Private Residential Tenancies Board under Section 124 of the Residential Tenancies Act 2004.

Conditions:

- (i) If **you** accept payment (or part payment) of **rent arrears** from the tenant of **your property**, **you** must be able to provide proof that **you** have warned the tenant that it does not prevent **you** taking further action against them under this policy.
- (ii) **You** must give the tenant the correct notices of **rent arrears** as prescribed under the Residential Tenancies Act 2004.
- (iii) All notices must be sent by recorded delivery post.
- (iv) **You** must follow the Private Residential Tenancies Board dispute resolution process.

6 LEGAL DEFENCE

We will defend **your** legal rights if an event arising from letting **your property** leads to:

- (a) **you** being prosecuted in the criminal courts; or
- (b) civil action being taken against **you** under legislation for unlawful discrimination.

POLICY EXCLUSIONS

1 **Late reported claims**

Any claim reported to **us** more than 90 days after the date **you** should have known about the insured incident.

2 **Costs we have not agreed**

Any **costs and expenses** that are incurred before **we** agree to pay them.

3 **Waiting period**

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 this policy.

4 **Rent reviews and controls**

Any claim relating to registering rents, reviewing rents, rent controls or any matter that relates to the Rent Tribunal.

5 **Work done by any public authority**

Any claim relating to any work done by any government or public or local authority following the landlord's unsuccessful appeal under Section 18 (6) of the Housing (Miscellaneous Provisions) Act 1992.

6 **Property legally taken from you, or public authority controls**

Any claim relating to 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 **Judicial review**

Judicial Review.

8 **Court awards and fines**

Fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority.

9 **Nuclear, war and terrorism risks**

Any claim caused by, contributed to, 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, act of 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.

10 **A dispute with DAS**

A dispute with **us** not otherwise dealt with under Condition 7.

11 **Legal action we have not agreed**

Any legal action **you** take which **we** or the **representative** have not agreed to or where **you** do anything that hinders **us** or the **appointed representative**.

POLICY CONDITIONS

1 Your representation

- (a) On receiving a claim, if representation is necessary, **we** will appoint a **preferred law firm**, or in-house lawyer as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
- (b) If the appointed **preferred law firm** or **our** in-house lawyer cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm to act as the **appointed representative**.
- (c) If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However, if they refuse to act on this basis, the most **we** will pay is the hourly amount **we** would have paid if they had agreed to the **DAS Standard Terms of Appointment** and, in those circumstances, **you** would be liable for **costs and expenses** which exceed those included within the **DAS Standard Terms of Appointment**. These will be provided to **you** once **we** accept **your** claim, if it is necessary to issue legal proceedings and **you** choose **your own appointed representative** rather than using a **preferred law firm**. Where **costs and expenses** have not already been agreed with a **preferred law firm** for the relevant claim type, **we** will pay up to a maximum of €150 per hour.
- (d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

2 Your responsibilities

You must:

- (a) co-operate fully with **us** and the **appointed representative**;
- (b) give the **appointed representative** any instructions that **we** ask **you** to.

3 Offers to settle a claim

- (a) **You** must tell **us** if anyone offers to settle a claim and must not negotiate or agree to any settlement without **our** written consent.
- (b) If **you** do not accept an offer which in **our** opinion is reasonable to settle a claim, **we** may refuse to pay further **costs and expenses**.
- (c) **We** may decide to pay **you** the reasonable value of **your** claim, instead of starting or continuing legal action. In these circumstances **you** must allow **us** to take over and pursue or settle a claim in **your** name. **You** must allow **us** to pursue at **our** own expense and for **our** benefit, any claim for compensation against any other person and **you** must give **us** all the information and help **we** need to do so.

4 Assessing and recovering costs

- (a) **You** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **we** ask for this.
- (b) **You** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any amounts that are recovered.

5 Cancelling an appointed representative's appointment

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

6 Withdrawing cover

- (a) If **you** settle a claim or withdraw **your** claim without **our** agreement, or do not give suitable instructions to the **appointed representative**, the cover **we** provide will end at once and **we** will be entitled to re-claim from **you** any **costs and expenses** paid by **us**.
- (b) If during the course of a claim **reasonable prospects** no longer exist the cover **we** provide will end at once. **We** will pay any **costs and expenses we** have agreed to, up to the date cover was withdrawn.

7 Disputes

If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure and **you** are an individual or small business **you** can contact the Financial Services Ombudsman Bureau for help. Details available from www.financialombudsman.ie. Alternatively there is a separate arbitration process (this applies to all sizes of business). The arbitrator will be a barrister chosen jointly by **you** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide.

8 Expert opinion

We may require **you** to get, at **your** own expense, an opinion from an expert, that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.

9 Keeping to the policy terms

You must:

- (a) keep to the terms and conditions of this policy
- (b) notify **us** immediately of any alteration which may materially affect **our** assessment of the risk
- (c) take reasonable steps to avoid and prevent claims
- (d) take reasonable steps to avoid incurring unnecessary costs
- (e) send everything **we** ask for in writing, and
- (f) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

10 Cancelling the policy

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 within 14 days of taking it out. After that **you** can cancel this policy by giving **us** 14 days' notice. The premium will be refunded on a proportionate basis.

11 **Fraudulent claims**

We will, at **our** discretion, void the policy (make it invalid) from the date of claim, or alleged claim, and/or **we** will not pay the claim if:

- (a) a claim that **you** have made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
- (b) a false declaration or statement is made in support of a claim.

Where the above circumstances apply, as part of **our** fraud prevention measures **we** will, at **our** discretion, also share information with other parties such as the police, government bodies and anti-fraud organisations.

12 **Claims under this policy**

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.

13 **Other insurances**

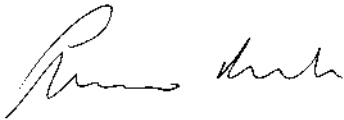
If any claim covered under this policy is also covered by another policy, or would have been covered if this policy did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

14 **VAT registration**

Where **you** are registered for VAT, any claims payment made under this policy will be paid net of VAT.

15 **Law that applies**

This policy will be governed by the laws of the Republic of Ireland. All Acts of the Oireachtas within the policy wording shall include any subsequent amendment or replacement legislation.



Andrew Burke
Chief Executive Officer, DAS Group

Policy number

Period of insurance from

Stationery number

Period of insurance to