



## Landlord Legal Expenses Premier Policy

This insurance policy has been arranged on **your** behalf by Motorplus Limited t/a Coplus and is underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. This cover is provided to **you** in return for payment of the premium.

## Who does it cover?

This policy covers the individual, company, firm, partnership, management agent, association, individual or any other entity which owns or is responsible for the **property** shown on the **policy schedule**.

## What criteria apply?

- The **property** must be covered under a landlord let home insurance policy which is in force throughout the duration of the landlord legal expenses policy;
- All claims must be reported no later than 45 days after the **date of event**;
- Where appropriate all statutory and contractual notices must have been served upon the **tenant** by **you**.

## Important information

This policy has been offered based on information provided by **you**. If any of this information is incorrect, or changes during the term of **your** policy, please let **your** insurance broker know at **your** earliest convenience to ensure that **your** cover remains fully effective and in force.

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a) supply accurate and complete answers to all the questions **we** or **your** insurance broker may ask as part of **your** application for cover under the policy
- b) to make sure that all information supplied as part of **your** application for cover is true and correct
- c) tell **us** of any changes to the answers **you** have given as soon as possible.

**You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not complete and accurate, this may mean **your** policy is invalid and that it does not operate in the event of a **claim** or **we** may not pay any **claim** in full.

This policy must be read together with **your** current schedule, Insurance Product Information Document and any endorsements or certificates. These items together form **your** contract of insurance.

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## Legal advice helpline

Available 24 hours a day throughout the year to provide **you** with confidential telephone advice about any personal legal problem in the United Kingdom, Isle of Man or Channel Islands. A scheduled call back to **you** may be required during normal working hours subject to the complexity of the matter and/or the country in which **you** are resident.

To contact the helpline, phone: **0333 241 3383** quoting the reference '**Landlord Legal**'.

## How to make a claim

In the event of a **claim**, please contact **us** within 45 days from the **date of event**, giving **us** as much information as **you** can about what has happened to bring about the **claim**.

Telephone: **0333 043 1326**

Email: [cpclaims@coplus.co.uk](mailto:cpclaims@coplus.co.uk)

Or **you** can write to **us** at:

Coplus Claims  
Floor 2  
Norfolk Tower  
48-52 Surrey Street  
Norwich  
NR1 3PA

**Our** claims line is open 24 hours a day, 365 days a year to assist **you**.

In order for **us** to help **you** more efficiently, please quote 'Landlord Legal' in all communications. **We** will only be able to review **your claim** once **we** are in receipt of the full documentation and information.

Following a **claim** under this policy **we** will require the following information:

- A copy of the **Tenancy Agreement**;
- A copy of the Guarantor Agreement (if applicable);
- A copy of the **Tenant Reference(s)**;
- An up to date Rent Schedule;
- Copies of any notices and correspondence which has been exchanged;
- Confirmation that any **deposit** taken has been properly protected in accordance with the relevant legislation;
- A copy of the inventory of contents and conditions of the **property**;
- Proof of buildings or contents insurance covering the standard range of perils which is in force on the **property**.

#### Important

Please do not appoint **your** own representative before **we** have accepted **your claim**. If **you** do so, **we** will not be liable for any costs incurred before **we** have agreed to them, even if **we** subsequently accept **your claim**

#### How to make a complaint

**We** hope that **you** are completely happy with this policy and the service that **you** receive, however if **you** do have any reason to make a complaint, please contact **us**.

If **your** complaint relates to the sale of this policy, please contact **your** insurance broker.

If **your** complaint relates to a **claim**, please contact **us** at:

The Quality Assurance Manager  
Coplus  
Floor 2  
Norfolk Tower  
48-52 Surrey Street  
Norwich  
NR1 3PA

Telephone: **0333 043 1326**  
Email: [qtm@coplus.co.uk](mailto:qtm@coplus.co.uk)

It will assist **us** in handling **your** complaint quickly if **you** can please have **your claim** reference available when **you** contact **us**.

If for any reason it is not possible for **us** to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This applies if **you** are an individual, or in a business capacity if **your** annual turnover is up to EUR €2,000,000 (or equivalent in sterling) and **you** have fewer than 10 members of staff. **You** can contact the Financial Ombudsman Service at:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone: **0800 023 4567**  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### Our regulator and insurer

This insurance is arranged by Motorplus Limited t/a Coplus and 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.

Motorplus Limited t/a Coplus and 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. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from [https://register.fca.org.uk/ShPo\\_FirmDetailsPage?id=001b000003ejWCjAAM](https://register.fca.org.uk/ShPo_FirmDetailsPage?id=001b000003ejWCjAAM)

### Privacy Statement

For full details of how **we** protect **your** privacy and process **your** data please read the Privacy Statement that accompanies this policy. The Privacy Statement can also be viewed online by visiting <https://www.coplus.co.uk/data-privacy-notice>

### Telephone calls

Please note that for **our** mutual protection telephone calls may be monitored and/or recorded.

### Fraud prevention, detection and claims history

In order to prevent and detect fraud **we** may at any time:

- share information about **you** with other organisations and public bodies including the police;
- check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

**We** and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
- check **your** identity to prevent money laundering, unless **you** provide **us** with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

### Renewal procedure

The term of **your** Landlord policy is for 6 months. The **period of insurance** will end exactly 6 months after inception unless **you** renew **your** policy. If **you** wish to renew this insurance policy please contact **your** insurance broker who will be able to discuss **your** requirements.

### Choice of law and jurisdiction

Unless otherwise agreed in writing, the law of England and Wales will apply to the contract or if at the date of contract **you** are a resident of Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case the law for that country will apply.

Unless otherwise agreed in writing, the courts of England and Wales, or the country in which **your** main residence is situated will have jurisdiction for hearing and determining any litigation arising out of or in connection with any dispute regarding the interpretation of this policy.

### Contracts (Rights of Third Parties) Act 1999

The terms of this policy are only enforceable by **you**. A person who is not named under this policy has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party, which exists or is available apart from that Act.

### Your Agreement with Others

This contract of insurance is personal to **you** the policyholder, and the **insurer**.

**We** will not be bound by any agreement between **you** and **your appointed representative**, or **you** and any other person or organisation.

**You** may not assign any of the rights under this policy without the **insurer's** express prior written consent.

### Financial Services Compensation Scheme

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if Great Lakes Insurance SE cannot meet its obligations. This depends on the type of insurance and the circumstances of the **claim**. Most insurance contracts are covered for 90% of the **claim** with no

upper limit. **You** can obtain further information about compensation scheme arrangements from the FSCS by visiting [www.fscs.org.uk](http://www.fscs.org.uk).

**Use of language**

Unless otherwise agreed, for the purposes of this insurance contract the language used will be English.

**Other formats**

If **you** require this document in any other format please do not hesitate to contact **us**.

**General definitions**

The words and phrases listed below will have the same meanings wherever they appear in this policy. These words and phrases can be identified in **bold** throughout the policy.

- Any one claim:** All **claims** or legal proceedings consequent upon the same original cause, event or circumstance.
- Appointed representative:** The **panel solicitor** or **non-panel solicitor**, solicitor' firm, barrister or other suitably qualified person appointed or approved by **us** to act on **your** behalf.
- Benefit(s):** Any housing benefits claimed by the **tenant(s)**, such as housing benefit or universal credit.
- Claim(s):** A claim under this policy following an insured event.
- Civil Proceedings:** Civil court, civil tribunal or civil arbitration proceedings, which are subject to the jurisdiction of the courts of the United Kingdom, the Isle of Man or the Channel Islands.
- Consequential Loss:** Any costs that are directly or indirectly caused by the insured event which led to a **claim** unless specifically stated in this policy.
- Date of Event:** The date of any event which may lead to a **claim**, where there is more than one such event, the date of the first of these.
- Deposit:** The sum of money collected from the **tenant** and held by **you** or **your** agent in accordance with Section 213 of the Housing Act 2004 in respect of a **tenancy agreement** to which it applies to provide an indemnity for losses incurred by **you** arising from the **tenant** failing to perform their obligations set out in the **tenancy agreement**.
- Dilapidations:** Any repairs required, or damage to the **property**, for which the **tenant** is liable in accordance with the **tenancy agreement**.
- Disbursements:** Any costs incurred by an **appointed representative** on **your** behalf in respect of services supplied by a third party. Disbursements may include, for example, barristers' fees (provided that the barrister is not acting under a conditional fee agreement or equivalent arrangement) or expert report fees.
- Excess:** The amount specified in the **policy schedule you** must pay in respect of **legal costs** and **disbursements** in respect of **any one claim** before the **insurer** shall be liable to make any payment, being:
  - Legal expenses £250
  - Eviction £nil
  - Rent Protection £500 or one month's **rent**, whichever is greater
- Guarantor:** The individual or organisation shown in the **tenancy agreement** that has received a satisfactory **tenant reference** and has provided a financial guarantee of the **tenant's** performance of their obligations under the **tenancy agreement**.
- HMRC Investigation(s):** The investigation into **your** tax affairs by HM Revenue & Customs (HMRC) following a request by an officer of HM Revenue & Customs (HMRC) to examine **your** tax affairs relating to the letting of property and issues a formal notice under S9A or 12AC of the Taxes Management Act 1970 or under Paragraph 24 (1) Schedule 18 Finance Act 1988.

|                               |   |
|-------------------------------|---|
| <b>Insurer:</b>               | UK General Insurance Limited, who is an insurers' agent and in the matters of a <b>claim</b> , act on behalf of Great Lakes Insurance SE.   |
| <b>Legal Costs:</b>           | <p>a) Any professional legal fees, expenses and other <b>disbursements</b> that <b>you</b> are bound to pay reasonably incurred by the <b>appointed representative</b>;</p> <p>b) <b>Disbursements</b> must be in respect of services provided by a third party received by <b>you</b>, distinct from the services supplied by the <b>appointed representative</b>. In all cases all professional fees, expenses and <b>disbursements</b> and any other costs may only be incurred with <b>our</b> prior consent and will not be paid on an interim basis throughout a <b>claim</b>; and</p> <p>c) Any costs incurred by other parties to the extent that <b>you</b> are held liable in court or tribunal proceedings to pay such costs or becomes liable to pay such costs under a settlement made with another party with the consent of the <b>insurer</b> but excluding any costs which <b>you</b> may be ordered to pay by a court of criminal jurisdiction or in adjudication proceedings other than the cost of the adjudicator.</p> |
| <b>Limit(s) of Indemnity:</b> | <p>The maximum amount payable under this policy, as specified below:</p> <p>Section 1 – Property Disputes</p> <ul style="list-style-type: none"> <li>• <b>Any one claim:</b> £100,000</li> <li>• The total of all <b>claims</b> within the <b>period of insurance:</b> £1,000,000</li> </ul> <p>Section 2a – Eviction <b>legal costs</b> and <b>disbursements</b> up to £100,000 per <b>claim</b></p> <p>Section 2b – Rent Protection<br/>The monthly <b>rent</b> shown in the <b>tenancy agreement</b> and the <b>policy schedule</b> up to a maximum £2,500 per month. The maximum <b>rent</b> payable per <b>claim</b> is £25,000 or the equivalent of 12 month's <b>rent</b>, whichever is the lesser amount;</p> <p>Section 3 – Attendance Expenses<br/>A maximum of £100 per day and a maximum of £1,000 for any one <b>claim</b>.</p>  |
| <b>Non-Panel Solicitor:</b>   | If <b>you</b> decide to appoint a representative of <b>your</b> own choosing, they will be referred to within this policy as a non-panel solicitor. Please refer to the <b>Appointed Representative</b> Condition of this policy.   |
| <b>Panel Solicitor:</b>       | A solicitor recommended by <b>us</b> to <b>you</b> in the event of a <b>claim</b> , to act on <b>your</b> behalf and provide assistance.  |
| <b>Part 36 Offer:</b>         | <p>Any offer made to settle a <b>claim</b>, where blame is accepted or not, made by either party throughout the <b>claim</b>.</p> <p>To be accepted, the offer must:</p> <ul style="list-style-type: none"> <li>• be in writing;</li> <li>• call itself a Part 36 Offer;</li> <li>• be open for at least 21 days, when the offeror will pay the opponent's costs, if accepted;</li> <li>• specify if the offer covers the whole <b>claim</b>, part of it, or an issue that arises in it and, if so, which;</li> <li>• advise whether any counterclaim is factored in.</li> </ul>  |
| <b>Period of Insurance:</b>   | The period for which the <b>insurer</b> has agreed to provide this insurance, unless otherwise agreed by <b>us</b> this will be 6 calendar months from the inception date of this policy.   |
| <b>Policy Schedule:</b>       | The schedule provided in connection with this policy which outlines the cover provided including reference to the <b>property</b> .   |
| <b>Property:</b>              | Buildings owned by <b>you</b> , and land immediately surrounding them which are used solely for domestic residential purposes, and which are declared on the <b>policy schedule</b> .   |
| <b>Reasonable Prospects:</b>  | A 51% or greater chance that <b>you</b> will recover losses or damages (or obtain any other legal remedy that <b>we</b> have agreed to, including an enforcement of   |

judgement), make successful defence or make a successful appeal or defence of any appeal in **your** pursuit of **civil proceedings**.

**Rent:** The amount payable by the **tenant** to **you** as set out in the **tenancy agreement**.

**Tenancy Agreement:** An agreement to use the **property** which amounts to a property right between **you** and the **tenant** in relation to the **property** which is:

- a) An Assured Shorthold tenancy agreement as defined within the Housing Act 1998 (as amended); or
- b) A Company Residential tenancy (company let) created after 28<sup>th</sup> February 1997 where the **tenant** is a Private Limited Company (Ltd) or Public Limited Company (Plc) and the **property** is let purely for residential purposes to an employee of the **tenant**; or
- c) A written common law residential tenancy agreement created after 28<sup>th</sup> February 1997 between individuals where the **rent** is in excess of £25,000 per annum.

**Tenant(s):** The individual or individuals who has entered into a **tenancy agreement** with **you**, who are subject of the **tenant reference** and who occupy the **property**.

**Tenant Reference:** The following checks must be carried out before the commencement of the **tenancy agreement** and the relevant information provided to the landlord:

- a) A satisfactory credit check obtained from a licensed credit referencing company on the **tenant(s)** which shows no County Court Judgements in the immediate preceding three years, including no outstanding County Court Judgements, and that the **tenant(s)** are not undischarged bankrupts, and;
- b) Copies of two forms of identification, one of which must be photographic, and;
- c) i) A written employer's reference confirming that the **tenant** is in current and permanent employment and that their income is sufficient to pay the **rent** after the deduction of normal living costs or is at least two and half times the monthly **rent**; or  
 ii) Where the **tenant** is self-employed, confirmation from their accountant confirming that the **tenants** income is sufficient to pay the rent after the deduction of normal living costs or is at least two and half times the monthly rent; or  
 iii) If the **tenant(s)** are student or on **benefits** a credit reference provided by a tenant reference company shows a pass rating for the **tenant(s)**.

If the **tenant** has been in tenancy for at least 12 months prior to the inception date of this policy with no record of previous arrears or disputes involving a let property the need for the above checks to be made can be waived. The **tenant** must still be able to prove that their income is sufficient to pay the **rent** after deduction of normal living costs.

If a **guarantor** is being used, the following additional information will be required:

- a) a satisfactory credit check obtained from a licenced credit referencing company on the **guarantor**, showing no County Court Judgements in the immediate preceding three years, including no outstanding County Court Judgements and that the **guarantor** is not an undischarged bankrupt;
- b) A written employer's reference confirming that the **guarantor** is in current and permanent employment and that their income is sufficient to pay the **rent** after the deduction of their normal living costs or is at least two and a half times the monthly **rent**;
- c) Where the **guarantor** is self-employed, confirmation from their accountant confirming that the **guarantors** income is sufficient to pay the rent after the deduction of normal living costs or is at least two and half times the monthly rent; or
- d) If the **guarantor** is retired, evidence that their income from pension(s) after deduction of normal living costs is at least two and a half time the monthly **rent** or that they have consistent savings in an account for at least six months of at least three times the monthly **rent**.

**Territorial Limits:** The United Kingdom, Channel Islands and the Isle of Man.

**You/Your:** The company, firm, partnership, management agent, association, individual or any other entity that has paid the appropriate premium, which owns or is responsible for the **property** declared on the **policy schedule**, which may include at your request, any of your employees including a director or partner.

**We/Our/Us:** Motorplus Limited t/a Coplus.

### Cover

In return for the payment of **your** premium the **insurer** will provide the cover detailed in this policy, subject to the **limit(s) of indemnity** and the terms, conditions and limitations shown below or as amended in writing by **us** during the **period of insurance**. The **insurer** will deduct any **excess** payable.

In order for the **insurer** to accept **your claim**, the **insurer** must deem that there are **reasonable prospects** of success. **Claims** must be reported to **us** within 45 days of the **date of event**.

## Section 1 – Property Owners Legal Expenses

### Section 1a – Property Legal Disputes

The **insurer** will indemnify **you** against **legal costs** and **disbursements** incurred in any dispute or legal proceedings occurring within the **territorial limits** made by or brought against **you**:

1. In respect of the physical possession of the **property** provided that where appropriate all statutory and contractual notices have been correctly served on the **tenant** by **you**. Please refer to General Condition 2 - Property Legal Disputes & Rent Protection Claims for details of which notices may be applicable;
2. In respect of the terms of the **tenancy agreement** relating to the use or maintenance of the **property**;
3. In respect of actual or alleged negligence or nuisance originating from the **property**;
4. In respect of non-payment of service charges due from a **tenant** provided the amount in dispute being more than £1,000 and any **legal costs** and **disbursements** being limited to 75% of the amount in dispute;
5. In respect of actual or alleged **dilapidations** to the **property** subject to the amount in dispute being more than £1,000 and any **legal costs** and **disbursements** being limited to 75% of the amount in dispute;
6. Under the Commonhold and Leasehold Reform Act 2002 or as amended; provided that **you** will suffer financial loss if **you** fail to pursue or defend the **claim** or legal proceedings.

### Exclusions to Section 1a – Property Legal Disputes

The **insurer** will not pay **claims** arising from or associated with:

- i) The pursuit or defence of **claims** relating to the payment or non-payment of any tax and/or mesne profits or any review of **rent** or service charge;
- ii) Any dispute relating to **rent**, tax planning or building regulations or decisions or compulsory purchase orders or any actual, planned or proposed works by or under the order of any government or public or local authority;
- iii) Any dispute arising from the negotiation, review or renewal of a **tenancy agreement** or the subsequent purchase of the **property** whether or not such purchase is completed;
- iv) Any actual or alleged harassment of **you** or a **tenant**;
- v) Any dispute where buildings or contents insurance covering the standard range of perils is not maintained in force during the **tenancy agreement**;
- vi) A dispute over subsidence, heave or landslip howsoever caused;
- vii) A contract dispute other than where the contract is a **tenancy agreement**;
- viii) Any planning application, review or decision;
- ix) **Claims** occurring outside the **territorial limits**.

### Section 1b – Repair and Renovation Disputes

The **insurer** will indemnify **you** against **legal costs** and **disbursements** incurred in the pursuit or defence of any dispute or legal proceedings made by or brought against **you** in a contractual dispute with a third party over the repair or renovation of the **property** within the **territorial limits**.

### Conditions applying to Section 1b – Repair and Renovation Disputes

- a) The **legal costs** and **disbursements** incurred in any **claim** or legal proceedings shall be limited to 75% of the sum in dispute;
- b) The amount in dispute exceeds £1,000 and the contract value is less than £100,000; and
- c) The work is commenced within the **period of insurance**.

### Exclusions to Section 1b - Repair and Renovation Disputes

The **insurer** will not pay **claims** arising from or associated with:

- i) Contracts in relation to credit, insurance, securities or guarantees;
- ii) Contracts where **your** liability or right of recovery is incurred through **your** agent or by assignment;
- iii) Contracts governed by or alleged to be governed by the Consumer Credit Act 1974;
- iv) Contracts of employment;



- v) A **tenancy agreement** or contracts for use of the **property**.

### Section 1c – Health & Safety Prosecutions

The **insurer** will indemnify **you** against **legal costs** and **disbursements** incurred within the **territorial limits** in:

- a) Defending a prosecution against **you** brought under the Health and Safety at Work Act 1974 in a court of criminal jurisdiction;
- b) An appeal by **you** against the service of an Improvement or Prohibition Notice under the Health and Safety at Work Act 1974 provided that the breach or alleged breach of the Health and Safety at Work Act or the Improvement or Prohibition Notice relates to the **property**.

### Exclusions to Section 1c – Health & Safety Prosecutions

The **insurer** will not pay **claims** arising from or associated with:

- i) Any prosecution relating to or arising from investigations by HMRC;
- ii) Any prosecution for offences against the person or offences of a sexual nature;
- iii) Any prosecution for criminal damage;
- iv) Any prosecution alleging dishonesty;
- v) Any fees or costs imposed by the Health and Safety Executive or any of its agents, for ongoing monitoring or assessment of **you** or the **property**.

### Section 1d – Tax Protection

The **insurer** will indemnify **you** against professional expenses incurred because of a **HM Revenue & Customs Investigation** provided that:

- a) **You** must maintain proper, complete truthful and up to date records, including making all returns at the time due without having to pay any penalty; and
- b) **You** must provide all information reasonably required by HM Revenue and Customs within the statutory time limits.

### Exclusions to Section 1d – Tax Protection

The **insurer** will not pay **claims** arising from or associated with:

- i) Any alleged tax avoidance scheme undertaken by **you**;
- ii) **Claims** occurring when the Special Compliance Office is investigating **your** tax affairs;
- iii) The normal reconciliation of annual accounts and VAT returns;
- iv) **Claims** where deliberate misstatements or omissions have been made to the authorities;
- v) Any issue of law, practice or procedure not directly connected with a **claim** under this section;
- vi) Any criminal prosecution;
- vii) **Claims** where **your** tax affairs are being investigated solely because of an earlier investigation;
- viii) Any **HMRC Investigation(s)** arising within the first 30 days of the first **period of insurance** unless it can be evidenced that **you** previously held comparable legal expenses cover with another insurer immediately prior to the inception date of this policy;
- ix) Taxes, fines, interest or any other duties or penalties imposed upon **you** by any HMRC authority or court or tribunal.

## Section 2 – Eviction and Rent Protection

### Section 2a – Eviction

The **insurer** will provide cover in respect of **legal costs** and **disbursements** incurred within the **territorial limits** in evicting the **tenant** from the **property**, subject to:

- a) Contact being made with the **tenant** and any **guarantor** within seven days if any **rent** is overdue to establish the reason for the arrears;
- b) If the **tenant** or **guarantor** cannot be contacted, and it is lawful to do so, **you** or **your** agent must then serve notice of a requirement to undertake an inspection in accordance with **your** obligations within the **tenancy agreement** and visit the **property**. If **you** or **your** agent are unsure that such an inspection is lawful, **you** should seek legal advice;
- c) The Property Legal Disputes & Rent Protection Claims Condition must be complied with.

### Exclusions to Section 2a – Eviction

The **insurer** will not pay any **claim** arising from or associated with:

- i) The pursuit of the **tenant** or **guarantor** for **rent** arrears and/or mesne profits; and/or **dilapidations** once vacant possession of the **property** has been achieved;
- ii) The payment or non-payment of service charges as defined within the Landlord and Tenant Act 1985;
- iii) When the appropriate statutory and contractual notices have not been correctly served on the **tenant** by **you**.

### Section 2b – Rent Protection

The **insurer** will cover **rent** arrears due from the **tenant** under the **tenancy agreement** which **you** have notified to **us** within the **territorial limits** and where **you** are pursuing a **claim** under Section 2a of this policy, subject to the following conditions:

#### Conditions applying to Section 2b – Rent Protection

- a) A full month's **rent** must be in arrears after deduction of the **excess**;
- b) If the **deposit** is more than the **excess**, the cover under this policy will pay **rent** arrears after deduction of the balance of the **deposit** instead;
- c) If the **tenant** opts to **claim benefits** after a **claim** is initiated, **rent** will not be paid until the outcome of the **benefits** claim is known. If the **tenant's benefit** claim is rejected, **rent** will be paid under the policy backdated to the date that a payment was first due under the policy;
- d) **Rent** protection cover is payable until vacant possession has been gained;
- e) A satisfactory **tenant's reference** must have been provided to the landlord in respect of all **tenants** or **guarantor(s)**.

#### Exclusions Applicable to Section 2b

- i) The **insurer** will not be liable to pay for any shortfall between the amount paid to the **tenant** as **benefits** and the **rent**;
- ii) The **insurer** will not pay **claims** under this section until the **rent** has been in arrears for more than one complete month after deduction of the **excess**. If the **deposit** is more than the **excess**, the cover under this policy will pay **rent** arrears after deduction of the balance of the **deposit** instead.

### Section 3 – Attendance Expenses

The **insurer** will pay net salary or wages, less any amount payable by the court for **you** or any of **your** directors, partners or employees or of **your** letting managing agent, for the time off work to attend any court or tribunal hearing within the **territorial limits** as a:

1. Witness for **you** at the request of the **appointed representative**; or
2. Defendant in legal proceedings for which the **insurer** has accepted the **claim**.

The amount the **insurer** will pay will not exceed £100 per person per day and is subject to a maximum of £1,000 for **any one claim**.

**We** will calculate the amount payable based on the duration of any valid absence from work, based on an eight hour day and calculated to the nearest half day. One day's pay will be calculated as 1/250<sup>th</sup> of the employee's total annual pay. Where an employee works part-time, the amount payable will be reduced on a pro-rata basis.

### General Conditions

The following conditions apply to all sections of this policy. **You** must comply with them where applicable for **your** insurance to remain in full force and effect.

#### 1. Tenancy Agreement

- a) The initial **tenancy agreement** must be for a fixed period of at least 6 months, except in Scotland where the scope of the **tenancy agreement** falls under the Private Housing (Tenancies) (Scotland) Act 2016;
- b) The **property** must be entirely residential and remain solely for residential use;
- c) The **tenant** must be aged 18 years or over;
- d) **You** or **your** agent must not allow the **tenant** into possession of the **property** until;
  - i) The **tenancy agreement** has been signed by all parties; and
  - ii) A satisfactory **tenant reference** has been obtained before the start of the **tenancy agreement**; and
  - iii) **agreement**; and
  - iv) All necessary statutory pre-grant notices to the **tenant** have been issued; and
  - v) The first month's **rent** has been received in cash or cleared funds.
- e) During the **tenancy agreement** **you** or **your** agent must:
  - i) Keep full and up to date rental records; and
  - ii) Not allow the **tenancy agreement** to be transferred to any other individual or organisation.

#### 2. Property Legal Disputes & Rent Protection Claims

**We** will only agree to cover **your claim** if **you** have correctly issued and served the appropriate statutory and contractual notices on the **tenant** that may apply in the country that the **property** is located in.

In England and Wales the following notices may be applicable:

- Section 8 Housing Act 1988 – Possession Notice
- Section 21 Housing Act 1988 – Notice to Quit

If **you** need assistance with this process please call the Legal Advice Helpline on **0333 241 3383**.

### 3. Claims

- a) **You** must give notice to **us** within 45 days of the **date of event**;
- b) In the event of malicious damage, **you** must give notice to the police as soon as possible after **you** have become aware of it and obtain a valid crime reference;
- c) **You** will take all necessary precautions to reduce the risk of a **claim** and to prevent or minimise **legal costs** and **disbursements** wherever possible. **Your** duty to take precautions includes (but is not limited to) ensuring that no action that could bring about a dispute is taken by **you** or any other person associated with **you**;
- d) Authorisation will need to be requested in writing in respect of all **legal costs** and **disbursements** before they are incurred;
- e) All **legal costs** and **disbursements** are subject to an independent assessment to ensure that they have been incurred reasonably;
- f) **You** must take all steps necessary to assist in the recovery of **legal costs** and **disbursements** from a third party where appropriate and where **you** are able to do so;
- g) **You** will not enter or offer to enter any negotiation to settle the **claim** without **our** prior written approval to do so;
- h) **You** will not unreasonably withhold consent for **your appointed representative** to make an offer to settle the legal action;
- i) If an offer of settlement (which may include a **Part 36 offer**) is made that the **insurer** or the **appointed representative** would deem fair and **you** do not accept it, the **insurer** will not be liable for any further costs incurred;
- j) **You** will not withdraw from any legal action without **our** permission to do so;
- k) In some circumstances, where the **insurer** decides it is appropriate, the **insurer** may elect to pay **you** the sum of damages that **you** are seeking and then end or not begin **civil proceedings**, and the **insurer** will not be liable for any further costs incurred;
- l) The **insurer** reserves the right to:
  - i) Take over any **claim** or **civil proceedings** at any time and conduct them in **your** name;
  - ii) Negotiate or settle any **claim** or **civil proceedings** on **your** behalf;
  - iii) Contact **you** directly at any point concerning **your claim**;
- m) **Your property** must be insured for buildings and/or contents risks under a policy covering let properties throughout the **period of insurance**;
- n) In respect of Cover Sections 1 & 2, the **insurer** will only pay **claims** where **you** will suffer financial loss if **you** fail to pursue or defend the **claim** or legal proceedings.

### 4. Appointed representative

- a) When **you** advise **us** of a **claim**, **we** will recommend an **appointed representative** from **our** panel of representatives to assist **you** and act on **your** behalf. If for any reason **you** are unhappy with **our** choice of representative, **we** will recommend another;
- b) **You** may appoint **your** own choice of representative, however if **you** choose to do so, this insurance will not cover expenses over and above the costs that **our** panel would charge **us** in equivalent circumstances. For **your** information, this means that **we** would consider the seriousness of the **claim** and the location and class of representative that **you** choose. The hourly rate is currently set at £125 + VAT. **We** reserve the right to assess each case on its merits, and may agree to pay additional fees if **we** feel the situation warrants it. This will remain entirely at **our** discretion;
- c) The **appointed representative** will have direct contact with **us** and must cooperate fully with **us** always. **You** must cooperate with **your** representative, providing all necessary information and assistance to them as required;
- d) If for any reason **we** feel that **your** own choice of representative lacks the skills to act adequately on **your** behalf, **we** reserve the right to decline to fund legal expenses on that basis. **We** will give **you** notice of this in writing and the opportunity to appoint an alternative representative;
- e) Any **non-panel solicitor** that **you** appoint must sign **our** standard terms of appointment and adhere to all of its terms. **You** agree to **us** having access to **your appointed representative's** file relating to **your claim**. **You** will be considered to have provided express consent to **us** or **our** appointed agent to access the file for auditing, quality and cost control purposes.

### 5. Cancellation

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please return it to **your** insurance broker within 14 days from the day 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, **we** will then refund **your** premium in full.

**You** may cancel the insurance cover after 14 days by informing **your** insurance broker, however no refund of premium will be payable.

The **insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 days' notice in writing where there is a valid reason for doing so. A

cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) Where the **insurer** reasonably suspects fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) **You** have not taken reasonable care to provide accurate and complete answers to the questions **we** or **your** insurance broker ask.

If the **insurer** cancels the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time the **insurer** has provided cover.

Where the **insurer's** investigations provide evidence of fraud or misrepresentation, the **insurer** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information. This may result in **your** policy being cancelled from the date **you** originally took it out and the **insurer** will be entitled to keep the premium.

If **your** policy is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with the **insurer**, as well as other insurers, in the future.

#### 6. Counsel's Opinion

Where reasonable and necessary, the **insurer** may obtain at **our** own cost, advice on prospects for **your claim** from an independent barrister. This will be in the event that there is a dispute on the prospects of success for **your claim**, between **your** choice of **appointed representative** and **our panel solicitors**.

#### 7. Arbitration Clause

If there is a dispute between **you** and **us**, or **you** and the **insurer**, which arises from this insurance, **you** can make a complaint to **us** in accordance with the complaints process. If **we**, or the **insurer**, are not able to resolve the matter satisfactorily and the matter can be dealt with by the Financial Ombudsman Service, **you** can ask them to arbitrate in the matter.

If the matter cannot be dealt with by the Financial Ombudsman Service, it can be referred to arbitration by a single arbitrator who will be agreed by both **you** and **us**. The arbitration shall be in accordance with the Arbitration Act 1996 and will be binding on both parties. The costs of the arbitration shall be at the discretion of the arbitrator.

If **we** are not able to agree on the appointment of an arbitrator, **we** shall ask the President of the Chartered Institute of Arbitrators to decide. Their decision will be final and binding on both parties.

#### 8. Fraudulent Claims

**You** must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a **claim** under the policy, knowing the **claim** to be false or fraudulent in any way; or
- makes a **claim** for any loss or damage **you** caused deliberately or with **your** knowledge.

If **your claim** is in any way dishonest or exaggerated then **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent **claim**. **We** may also take legal action against **you** and inform the appropriate authorities;

#### 9. Statutory Regulations

In all matters relating to the performance of this insurance contract, it is the responsibility of both **you** and **us** that **we** both respectively comply with all Acts of Parliament and with all orders, regulations and bylaws made with statutory authority by Government Departments or by local or other authorities. The cost of meeting the requirements of this clause will be payable by **you** and **us** in **our** own rights respectively;

#### 10. Severability Clause

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability, all other terms will remain in full force and effect.

**11. Proportionality**

Where an award of damages is the only legal remedy to a dispute and the cost of pursuing **civil proceedings** is likely to exceed the value of any such award of damages, the most the **insurer** will pay in respect of **legal costs** and **disbursements** is the value of the likely award of damages.

**12. Acts of Parliament**

All references to Acts of Parliament in this policy shall include the equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and shall include any subsequent amendments, re-enactments or regulations.

**General Exclusions**

The **insurer** will not pay **claims** arising out of or in connection with:

1. Any dispute:
  - i) arising during the first 90 days of the first **period of insurance**, if the **tenancy agreement** commenced before the inception date of this policy; or
  - ii) arising during the first 90 days of the first **period of insurance**, unless it can be evidenced that **you** previously held comparable legal expenses cover with another **insurer** immediately prior to inception of this policy;
2. Any **claim** not notified to **us** within 45 days of the **date of event**;
3. Any **claim** for amounts in excess of the **limit(s) of indemnity**;
4. Any **claim** where the **date of event** is outside the **period of insurance**;
5. Any **claim** where the **deposit** is not properly protected in accordance with the relevant legislation;
6. Any **claim** made, brought or commenced outside the **territorial limits**;
7. Any **claim** under section 2 where you have not obtained a satisfactory personal reference in respect of each **tenant**;
8. Any **claim** under section 2 where the tenant has not passed a **tenant reference** check undertaken by a licensed credit reference agency;
9. **Legal costs** and **disbursements** incurred whilst **you** are bankrupt, in administration or in receivership, or if **you** have entered into a voluntary agreement with creditors;
10. The pursuit or defence of the payment or non-payment of any tax;
11. Any dispute where **you** have not maintained buildings insurance covering the standard range of perils in force on the **property** during the **period of insurance**;
12. **Claims** relating to subsidence, ground heave, landslip, mining or quarrying;
13. Any planning application review or decision;
14. The defence in civil legal proceedings against **you** arising from:
  - i) Injury or disease;
  - ii) Loss, destruction or damage of or to property (other than as specified in 'Sections of Cover'); or
  - iii) Any tortious liability (other than as specified in 'Sections of Cover');
15. **Legal costs** and **disbursements** incurred without **our** prior written consent;
16. Any **claim** where the **date of event** is prior to the inception date of this policy and which has or which **you** knew or ought reasonably to have known may give rise to a dispute by or against **you**;
17. Fines or other penalties imposed by a court or tribunal;
18. If at the time any **claims** are made by **you** under this policy there is any other insurance covering the same liability, the **insurer** will not be liable to pay or contribute more than their proportion of the **claim**;
19. Any **claim** arising out of the deliberate, conscious, intentional or negligent disregard by **you** of the need to take all reasonable steps to avoid and prevent **claims**, legal proceedings or disputes;

20. Any dispute with Government or Local Authority departments concerning the imposition of statutory charges;
21. Disputes between **you** and any parent or subsidiary company or partner;
22. Any dispute between **you** and the **insurer**, the **appointed representative**, **us** or **your** insurance broker;
23. Any **claim** arising out of breach or alleged breach of confidentiality or passing off whether related to intellectual property or not or the use or alleged use of any intellectual property;
24. Any **claim** relating to alleged violence or dishonesty on **your** part;
25. Any **legal costs** and **disbursements** incurred in any appeal proceedings, unless:
  - i) the **insurer** agreed to cover the original **claim**;
  - ii) the **insurer** deems that the matter has **reasonable prospects**; and
  - iii) the **insurer** is notified of the decision to appeal at least 7 days before the deadline to appeal;
26. Judicial review;
27. Any **claim**, **consequential loss**, legal liability or any loss or damage to **property** directly or indirectly caused by or contributed to by seepage, pollution or contamination of any kind;
28. Any **legal costs** and **disbursements** which **you** should or would have had to incur irrespective of any dispute;
29. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war is 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;
30. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation;
29. 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;
30. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form useable communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.