



Landlord Legal Expenses Premier Policy

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

Policy Wording

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 reasonable care not to make a misrepresentation that may be relied upon when deciding whether or not to offer **you** insurance. **You** must take care to supply accurate and complete answers to all questions asked by **your** insurance broker and to make sure that all information supplied is true and correct. **You** must also inform **your** insurance broker of any changes to the answers **you** have given as soon as possible. Failure to do this could affect the validity of **your** policy and mean that it may not operate fully in the event of a **claim**. If **you** have any queries relating to what information needs to be disclosed, please contact **your** insurance broker.

This policy must be read together with **your** current schedule, key facts 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 UK, 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 30 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@motorplus.co.uk

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

Motorplus Ltd
Kircam House,
5 Whiffler Road,
Norwich
NR3 2AL

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 review **your claim** once **we** are in receipt of the full documentation and information.

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 address and telephone number noted above, but marked for the attention of the Quality Assurance Manager. 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 45 67**

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Our regulator and insurer

This insurance is arranged by Motorplus Limited. Motorplus Limited is authorised and regulated by the Financial Conduct Authority.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority and is an insurers' agent in the matters of a claim, act on behalf of Great Lakes Reinsurance (UK) SE. Registered in England No. SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and is regulated by the Financial Conduct Authority and Prudential Regulation Authority.

You can check this on the Financial Services Register by visiting www.fca.org.uk/register or by **telephoning 0800 111 6768**

Data protection

Please make sure that **you** read and understand this Data Protection notice as it explains to **you** what **we** will do with the information that **you** give **us**. Any information that **you** provide to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998. If **you** apply for **our** products or services including claims handling it is highly likely that **we** will need both personal and sensitive data (both terms as defined in the Data Protection Act 1998) about **you** and anyone else who is covered by the application form in order to administer the policy and any **claim** which may arise. **You** should show this notice to any other person covered under **your** policy. If **your** application includes other individuals **we** will assume that they have given their consent to **you** for **you** to give their information to **us**.

Protection of your personal data

The security of **your** personal information is very important to **us** and **we** are compliant with all current data protection legislation. All personal information that **you** supply to **us** either in respect of yourself or other individuals in connection with **our** products and/or services will be treated in confidence by **us** and will be held by **us** for the purpose of providing and administering **our** products and services including claims handling. This may involve the collection and processing of sensitive data and if **you** complete an application form for **our** products and/or services **you** will be giving **your** consent to such information being processed by **us** or **our** agents. **Your** personal and sensitive data may also be shared with the underwriter of **our** insurance products, and this may mean that the underwriter needs to provide information, in confidence, to companies acting on their instructions, including companies located outside the European Economic Area.

Inaccurate data

If **you** believe that **we** are holding inaccurate information about **you**, please contact **your** insurance broker if it is to do with this policy document. If any information that **we** hold about **you** is incorrect, please contact **our** claims team by any method shown on page 2.

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.

We can supply on request further details of the databases **we** access or contribute to.

You can request a copy of certain personal records that **we** hold about **you** by writing to **us** at Quality Assurance Team, Motorplus, Kircam House, 5 Whiffler Road, Norwich, NR3 2AL. A charge of £10 will be made for supplying a copy of these records. This information will be supplied within 40 calendar days upon request.

Renewal procedure

The term of **your** policy is for one year. The **period of insurance** will end exactly one year 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**.

Financial Services Compensation Scheme

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the event that Great Lakes Reinsurance (UK) 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.

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**.

Special Conditions

Property Legal Disputes & Rent Recovery 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**.

This is a "claims made" insurance policy. This insurance only covers **claims** that arise and are notified to **us** during the **period of insurance** or within the **extended reporting period** where the claim is covered under Section 3 - **Deposit Replacement Cover**. The **insurer** agrees in consideration of the premium to indemnify **you** to the extent and in the manner provided within this policy.

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:	A consultant, solicitor, barrister or other appropriately qualified person appointed to act for you in accordance with the terms of this policy.
Claim:	A claim under this policy following an insured event which occurs during the period of insurance and within the territorial limits .
Civil Proceedings:	Civil court, civil tribunal or civil arbitration proceedings, which are subject to the jurisdiction of the courts of the United Kingdom, Northern Island, 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 this 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 the 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 .
Dilapidations Inventory:	A detailed record of the property 's fixtures, fittings and contents and their respective condition.
Disbursements	Any sum spent by an appointed representative on behalf of you in respect of services supplied by a third party which 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 expenses in respect of any one claim before the Insurer shall be liable to make any payment, being: <ul style="list-style-type: none"> • 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 which takes place when an officer of HM Revenue & Customs (HMRC) makes a request to examine your business books and records 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.
Insurer:	UK General Insurance Limited, who is an insurers' agent and in the matters of a claim, act on behalf of Great Lakes Reinsurance (UK) SE on.
Legal Expenses:	<p>a) Any professional legal fees, and disbursements reasonably incurred by the appointed representative. Disbursements must be in respect of services provided by a third party received by you, distinct from the services supplied by the appointed representative. In all cases all professional fees, expenses and disbursements and any other costs may only be incurred with our prior consent and will not be paid on an interim basis throughout a claim; and</p> <p>b) Any costs incurred by other parties to the extent that you 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 insurer but excluding any costs which you may be ordered to pay by a court of criminal jurisdiction or in adjudication proceedings other than the cost of the adjudicator.</p>
Limits of Indemnity:	The maximum amount payable under this policy, as specified below: <p>Section 1</p> <ul style="list-style-type: none"> • Any one claim: £100,000 • The total of all claims within the period of insurance: £1,000,000 <p>Section 2</p> <ul style="list-style-type: none"> • Section 2a: <ul style="list-style-type: none"> ◦ Eviction: Legal expenses up to £100,000 per claim

- Section 2b:
 - The monthly **rent** shown in the **tenancy agreement** and the **policy schedule** up to a maximum £2,500 per month. The maximum **rent** payable per **claim** is £25,000 or the equivalent of 12 months' **rent**, whichever is the lesser amount.

Our/Us/We:	Motorplus Limited, who administer and manage this insurance on behalf of the Insurer .
Part 36 Offer	<p>Any offer made to settle a claim, where blame is accepted or not, made by either party throughout the claim.</p> <p>To be accepted, the offer must:</p> <ul style="list-style-type: none"> • Be in writing; • Call itself a Part 36 Offer; • Be open for at least 21 days, when the offeror will pay the opponent's costs, if accepted; • Specify covers the whole claim, part of it, or an issue that arises in it and, if so, which; • Advise whether any counterclaim is factored in.
Period of Insurance:	The period for which the insurer has agreed to provide this insurance. Unless otherwise agreed by us this will be 6 calendar months from the date of issue of this policy
Policy Schedule:	The schedule provided in connection with this policy which outlines the cover provided including reference to the property .
Professional Duty:	Your obligation for which you are required to have in force professional indemnity insurance or an equivalent insurance providing indemnity in the event of a negligent act, error or omission.
Property	Buildings owned by you , and land immediately surrounding them which are used solely for domestic residential purposes, and which are declared on the policy schedule .
Reasonable Prospects:	A 51% or greater chance that you will recover losses or damages (or obtain any other legal remedy that we 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:	<p>An agreement to use the property which amounts to a property right between you and the tenant in relation to the property which is:</p> <ul style="list-style-type: none"> 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 28th 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 28th February 1997 between individuals where the rent is in excess of £25,000 per annum. <p>Provided that:</p> <ol style="list-style-type: none"> 1) The initial tenancy agreement must be for a fixed period of no more than 12 months; 2) The property must be entirely residential and remain solely for residential use; 3) The tenant must be aged 18 years or over; 4) You or your agent must not allow the tenant into possession of property unit: <ol style="list-style-type: none"> a) The tenancy agreement has been signed by all parties; and

- b) A satisfactory **tenant reference** has been obtained before the start of the tenancy agreement; and
- c) All necessary statutory pre-grant notices to the **tenant** have been issued; and
- d) The first month's **rent** has been received in cash or cleared funds; and
- 5) During the tenancy agreement **you** or **your** agent must:
 - a) Keep full and up to date rental records; and
 - b) Not allow the tenancy agreement to be transferred to any other individual or organisation.

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

Tenant Reference: Checks carried out before the commencement of the **tenancy agreement** including:

- a) A satisfactory credit check obtained from a licensed credit referencing company on the **tenant** or **guarantor** showing no County Court Judgements in the immediate preceding three years, including no outstanding County Court Judgements and that neither are undischarged bankrupts.
- b) Copies of two forms of identification, one of which must be photographic.
- c) A written employer's reference confirming that the **tenant** or **guarantor** 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**. Where the **tenant** is a student or DSS **tenant** a credit reference provided by a tenant reference company shows a pass rating for the **tenant**.

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

Terrorism: Any direct or indirect consequence of **terrorism** as defined by the **Terrorism Act 2000** and any amending or substituting legislation.

An act of **terrorism** includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- I. involves violence against one or more persons; or
- II. involves damage to property; or
- III. Endangers life other than that of the person committing the action; or
- IV. Creates a risk to health or safety of the public or a section of the public; or
- V. Is designed to interfere with or to disrupt an electronic system.

This policy also excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of **terrorism**.

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

Sections of Cover

The sections of cover applicable are as specified below. Subject to the **limit of indemnity** the **insurer** agrees to indemnify **you** against **legal expenses** incurred in any **claim** or legal proceedings made by or brought against **you** within the **territorial limits** and notified during the **period of insurance** in a dispute over the sections outlined below.

In order for the **insurer** to accept **your** claim, the **insurer** must deem that there are **reasonable prospects** of success.

Section 1 – Property Owners Legal Expenses

Section 1a – Property Disputes

The **insurer** agrees to indemnify **you** against **legal expenses** incurred in any dispute or legal proceedings made by or brought against **you**:

- a) In respect of the physical possession of the **property** provided that where appropriate all statutory and contractual notices have been correctly served by **you** on the **tenant**;
- b) In respect of the terms of the **tenancy agreement** relating to the use or maintenance of the **property**;
- c) actual or alleged negligence or nuisance originating from the **property**;
- d) non-payment of service charges due from a **tenant** provided the amount in dispute being in excess of £1,000 and any **legal expenses** being limited to 75% of the amount in dispute;
- e) in respect of actual or alleged **dilapidations** to the **property** subject to the amount in dispute being in excess of £1,000 and any **legal expenses** being limited to 75% of the amount in dispute;
- f) 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 Disputes

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

- a) The pursuit or defence of **claims** relating to the payment or non-payment of any tax, **rent** and/or mesne profits or service charge or any review of **rent** or service charge;
- b) 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;
- c) 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;
- d) Any actual or alleged harassment of **you** or a **tenant**;
- e) Any dispute where you have failed to maintain in full force and effect during the **tenancy agreement** buildings insurance covering the standard range of perils;
- f) A dispute over subsidence, heave or landslip howsoever caused;
- g) A contract dispute other than where the contract is a **tenancy agreement**;
- h) Any planning application review or decision.

Section 1b – Repair and Renovation Disputes

The **insurer** agrees to indemnify **you** against **legal expenses** 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** provided that:

- a) The **legal expenses** 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:

- a) Breach or alleged breach of **your** professional duty;
- b) Contracts in relation to credit, insurance, securities or guarantees;
- c) Contracts where **your** liability or right of recovery is incurred through **your** agent or by assignment;
- d) Contracts governed by or alleged to be governed by the Consumer Credit Act 1974;
- e) Contracts of employment;
- f) A **tenancy agreement** or contracts for use of the **property**.

Section 1c – Health & Safety Prosecutions

The **insurer** agrees to indemnify **you** against **legal expenses** incurred 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:

- a) Any prosecution relating to or arising from investigations by HMRC;
- b) Any prosecution for offences against the person or offences of a sexual nature;
- c) Any prosecution for criminal damage;
- d) Any prosecution alleging dishonesty;
- e) 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** agrees to indemnify **you** against **legal expenses** incurred in respect of **your** representation in an **HMRC Investigation** including representation at an HMRC tribunal or commissioners' hearing and at an appeal against a decision following such a hearing or tribunal.

Exclusions to Section 1D – Tax Protection

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

- a) Technical or routine treatment of matters not connected with nor arising out of an expression of dissatisfaction with **your**s affairs such as a routine PAYE or VAT inspection by HMRC;
- b) Any criminal prosecution;
- c) Taxation proceedings which arise out of negligent misstatements or omissions made by or on **your** behalf in respect of returns or accounts or where there has been a lack of reasonable care in the keeping of business books and records;
- d) Any **HMRC Investigation** or proceedings which result solely from investigation of earlier accounts or records;
- e) Taxes, fines, interest or any other duties or penalties imposed upon **you** by any HMRC authority or court or tribunal;
- f) Any **claim** made where the tax return is submitted outside the statutory time limits and/or in a penalty position;
- g) The preparation and/or correction of Self-Assessment Returns, accounts, Income Tax Returns, P11Ds, P35s, VAT returns or any other statutory returns;
- h) Any investigation undertaken by any of the Special Civil Investigations or Criminal Investigations office of HMRC or where notice 730 or Code of Practice 8 or 9 Notice has been issued by HMRC;
- i) An enquiry in to the validity of a **claim** for Working Families Tax Credit or a dispute concerning the payment of the Working Families Tax Credit by an Employer;
- j) Any dispute in connection with the payment of the National Minimum Wage;
- k) A dispute or enquiry in respect of IR35 legislation;
- l) Any **claim** made where a return submitted at the final filing date contains provisional figures in respect of all of the trading income and expenditure items;
- m) An investigation arising out of the voluntary disclosure made to the HMRC in respect of omitted tax liabilities which become due as a result of **your** deliberate act;
- n) An investigation by HMRC into a tax planning arrangement where the Anti-Avoidance Intelligence Unit of HMRC has allocated a number for inclusion on the relevant Self-Assessment Return.

Section 2 – Eviction and Rent Protection

Section 2a – Eviction

Eviction

The **insurer** will provide cover in respect of **legal expenses** incurred 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 Special Conditions on page 4 must be complied with.

Exclusions to Section 2a – Eviction

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

- a) 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;
- b) The performance of **your** obligations under the **tenancy agreement**;
- c) The payment or non-payment of service charges as defined within the Landlord and Tenant Act 1985.

Section 2b – Rent Protection

The **insurer** will cover **rent** arrears due from the **tenant** under the **tenancy agreement** which **you** have notified to **us** and where **you** are pursuing a **claim** under Section 2a of this policy provided that:

- a) Two full month's **rent** must be in arrears. The **insurer** will deduct any **deposit** paid;
- b) **Rent** protection cover will only be payable during the **period of insurance**
- c) If the **tenant** opts to claim housing benefit after a **claim** is initiated, **rent** will not be paid until the outcome of the housing benefit claim is known. If the **tenant's** housing benefit claim is rejected, **rent** will be paid under the policy backdated to the date that a payment was first due under the policy.

Exclusions Applicable to Section 2b

- a) The **insurer** will not be liable to pay for any shortfall between the amount paid to the tenant as housing benefit and the **rent**;
- b) The **insurer** will not pay claims under this section until the **rent** has been in arrears for more than 2 complete months;
- c) The **insurer** will deduct any **deposit you** have received from the **tenant** from any **claim** under this section of this policy.

Rent protection cover is only payable during the **period of insurance** or until vacant possession has been gained.

Conditions Applying to Section 2

Claims reported under this section must occur within the **territorial limits** and the **claim** must both arise and be notified to **us** during the **period of insurance**.

Section 3 – Attendance Expenses

Cover

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 as a:

- a) Witness for **you** at the request of the **appointed representative**; or
- b) 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 1/250th of **your** 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 in order for **your** insurance to remain in full force and effect.

1. Claims

- a) **You** must give notice to **us** within 30 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** 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 **disbursements** before they are incurred;
- e) All **legal costs** 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** from a third party where appropriate and where **you** are able to do so;
- g) **You** will not enter or offer to enter into 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 reserve** 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 and 3 the **insurer** will only pay **claims** where **you** will suffer financial loss if **you** fail to pursue or defend the **claim** or legal proceedings.

2 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. **You** may appoint **your** own choice of representative, however, **legal costs** will only be covered when it becomes necessary to issue legal proceedings;
- b) If **you** do choose to appoint **your** own choice of representative, 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 take into account 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** at all times. **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.

3 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 later. This is called the 'cooling off period'. On the condition that no **claims** have been made or are pending, **we** will refund **your** premium in full.

You may cancel this insurance policy at any time after this 14 day period, however no return of premium will be available.

The **insurer** will 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 for the **insurer** to cancel this insurance policy include but are not limited to:

- a) Fraud
- b) Non-payment of the premium
- c) Threatening or abusive behaviour
- d) Non-compliance with policy terms and conditions

If the **insurer** cancels the policy, **you** will be entitled to a return of premium on a pro-rata basis providing there are current or pending **claims**;

4. 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;

5. 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 which can be found on page 2. 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;

6. Fraudulent Claims

If **you** make a request for payment under this policy knowing it to be fraudulent or false in any respect, or **you** ought reasonably in the circumstances to know it to be fraudulent or false, this policy will become void. The **insurer** will give **you** notice of termination, and following this termination no return of premium will be made. If a **claim** is tainted by fraud, **you** will forfeit the entire **claim** and will not be able to recover the part of the **claim** that genuinely would have been payable. Previous valid **claims** arising prior to the fraudulent act will be unaffected;

7. 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;

8. 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;

9. 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 **we** will pay in respect of **legal costs** is the value of the likely award of damages;

10. 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 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** reported to **us** outside the **period of insurance**, with the exception of Section 3 (Deposit Replacement Cover) where an **extended reporting period** applies.
3. Any **claim** under Sections 1, 2 and 3 where **you** have not obtained a satisfactory personal reference in respect of each **tenant**;
4. Any **claim** under Sections 2 and 3 where the **tenant** has not passed a **tenant reference** check undertaken by a licensed credit reference agency;
5. **Legal costs** incurred whilst **you** are bankrupt, in administration or in receivership, or if **you** have entered into a voluntary agreement with creditors;
6. The pursuit or defence of the payment or non-payment of any tax;
7. A dispute relating to the amount of **rent** payable, 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;
8. 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;
9. Any actual or alleged harassment of a **tenant** or **you**;
10. Any dispute where **you** have failed to maintain in full force and effect during the **tenancy agreement** buildings and/or contents risks under a policy covering let properties;
11. **Claims** relating to subsidence, ground heave, landslip, mining or quarrying;
12. Any planning application review or decision;
13. The defence in civil legal proceedings against **you** arising from:
 - a. Injury or disease;
 - b. Loss, destruction or damage of or to **property** (other than as specified in 'Sections of Cover');
 - c. The alleged breach of any **professional duty**; or
 - d. Any tortious liability (other than as specified in 'Sections of Cover');
14. Any **claim** made, brought or commenced outside the **territorial limits**;
15. **Legal expenses** 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** or their 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 violence or dishonesty on **your** part;
25. Any **legal costs** incurred in any appeal proceedings, unless the **insurer** agreed to cover the original **claim**, the **insurer** deem that the matter has **reasonable prospects** and the **insurer** are 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 expenses** which **you** should or would have had to incur irrespective of any dispute;
29. Loss or damage caused by war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, **terrorism**, rebellion, revolution, military force or coup, or confiscation, nationalisation, requisition, destruction of or damage to **property** by or under the order of any government, local or public authority;
30. 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;
31. 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 for 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.