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# Rent Guarantee & Legal Expenses Insurance

## Policy wording



Xpress, Extra and Advantage

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# Rent Guarantee & Legal Expenses Insurance Policy Wording

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## Xpress, Extra & Advantage Policies

This **Policy** is made up of 2 sections:

- Rent Guarantee insurance
- Legal Expenses insurance

Your **policy schedule** sets out which sections of cover you have purchased and your **Limit of Indemnity**.

The **policy wording**, the **schedule**, the tenant reference and any endorsement pages form the basis of this contract and should be read together as one document. Please examine them to make sure they give you the protection according to your present needs.

## HomeLet's promise of service

Your **policy** is administered by HomeLet on behalf of the Insurer listed below. HomeLet is a trading name of Barbon Insurance Group Limited.

HomeLet aims to provide all their customers with a first class standard of service. Should you wish to contact us or if you are unhappy with the service you receive, or have any cause for dissatisfaction you should in the first instance contact us by writing to:

HomeLet Customer Service Department  
Hestia House  
Unit 2 Edgewest Road  
Lincoln  
LN6 7EL

Alternatively, you can telephone HomeLet's Customer Service Department on 0845 111 2222

Or send a fax on 0845 117 6001

Or send an e-mail to [enquiries@homelet.co.uk](mailto:enquiries@homelet.co.uk)

When contacting HomeLet please quote your **policy** number.

## If things go wrong

HomeLet will make every effort to maintain the highest standards but recognise that there may be some occasions when they fail to satisfy the particular requirements of their customers. HomeLet have procedures in place to investigate and remedy any area of concern. In such circumstances HomeLet promises:

- To acknowledge any formal complaint in 5 days or less.
- To have the issues reviewed by a person of appropriate seniority and authority.
- To identify the person managing your complaint in their original letter of response.
- To respond fully to your concern or complaint within a maximum of 28 days. If for any reason this is not possible, they will write to you promptly to explain why they have been unable to finalise the matter quickly. They will also let you know when they will contact you again.

If you still feel they have been unable to resolve the matter to your satisfaction, please write to the Insurer direct, full details of which are provided below.

If you are still unhappy following receipt of the Insurer's final response, you may be eligible to refer the dispute to the Financial Ombudsman Service.

The Financial Ombudsman Service consider all matters related to the sale of the **policy** and will review your case on an independent basis. The address is:

### The Financial Ombudsman Service

South Quay Plaza

183 Marsh Wall

London E14 9SR

Tel: 0845 080 1800

(Please note that the Financial Ombudsman is only able to intervene in respect of personal **policy**holders or small businesses with a turnover less than £1,000,000).

For matters related to the **policy** itself disputes may be referred to:

### The Consumer Complaints Manager

Malta Financial Services Authority

Attard

BKR 14

Malta

For matters related to the HomeLet tenant reference obtained in conjunction with this insurance, please note that **Tenant** referencing is not regulated by either of the Financial Conduct Authorities stated above. However complaints about the service may be referred to HomeLet's Head of Customer Care.

Progen Insurance Limited is not covered by the Financial Services Compensation Scheme.

## 14 Day Money Back Guarantee – Applicable to retail customers only

Should the cover provided by this **policy** not meet with your requirements we agree to refund any premium paid, in full, subject to your written notification to us within 14 days of receipt of the **policy** documentation provided that:

- a claim has not been made and
- b no incidents have arisen that could result in a claim under the **policy**.

A Retail Customer is a Policyholder or a potential Policyholder acting outside their trade or business or profession.

## The Insurer

This **Policy** is underwritten by the following Insurer:

Propgen Insurance Limited  
Floor 1, Strand Towers  
36 The Strand  
Sliema, Malta

This **policy** is issued in the United Kingdom by HomeLet and underwritten by Propgen Insurance Limited.

HomeLet is a trading name of Barbon Insurance Group Limited which is Authorised and Regulated by the Financial Conduct Authority Register Number 308724. You can check this information on the FCA's Register by visiting the FCA's web site [www.fsa.gov.uk/register/home.do](http://www.fsa.gov.uk/register/home.do) or by contacting the FCA on 0845 6061234.

Barbon Insurance Group Limited is registered in England and Wales No. 03135797. Registered office at Hestia House, Edgewest Road, Lincoln, LN6 7EL.

Propgen Insurance Limited is registered in Malta No. C37777. Registered office at Floor 1, Strand Towers, 36 The Strand, Sliema, Malta.

## How to make a claim

In the event that you need to make a claim simply telephone the HomeLet Rent Guarantee claim line on 0845 155 6499 to request a claim form. Lines are open Monday to Friday 9am - 5.30pm. Letting Agents may submit claims on-line via Connect.

## Law Applicable to the Contract

The law applicable to this contract is subject to agreement between the parties. Unless a special endorsement to the contrary has been requested by you and agreed by us the law applying to this insurance contract will be as follows.

- a If you are applying for insurance protection as a private individual the law applicable to that part of the United Kingdom in which you or the first named policyholder normally resides  
or
- b If you are applying for insurance protection in your capacity as a sole trader the law applicable to that part of the United Kingdom in which you have your principal place of business  
or
- c If neither of the above applies the law of England & Wales.

## Data Protection Notice – How we protect your personal data

### Introduction

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. If you apply for our products and/or services it is highly likely that we will need both personal and sensitive data about yourself and anyone else who is covered by the application form in order to administer the insurance **policy** and any claims which may arise. You should show this notice to any other person covered under your insurance **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.

### The Data Controller

The Data Controller will be Barbon Insurance Group.

### 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. This may involve the collection and processing of sensitive data (as defined in the Data Protection Act 1998) 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 (which may include other companies within the Barbon Insurance Group) or our agents. Your personal & sensitive data may also be shared with the underwriter of our insurance products.

It may be necessary to pass your personal and sensitive data to other companies for processing on our behalf. Some of these companies may be based outside Europe in countries which may not have the laws to protect your personal data, but in all cases we will ensure that it is kept securely and only used for the purposes for which it was provided.

#### Inaccurate Data

If you believe that we are holding inaccurate information about you, please contact the team responsible for administering your **policy** and they will be happy to correct any errors.

#### Telephone calls

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

#### Fraud prevention, detection & 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 furnish 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.

#### Customer Satisfaction Surveys

We aim to continuously improve the services we offer to our customers. Occasionally we carry out customer satisfaction surveys which may be for our own benefit or for more general interest, and we may need to collect further information about you in connection with them. Surveys will usually be carried out by HomeLet but in some circumstances we will use an external firm. Your participation in such a survey is entirely optional but your help and feedback would be appreciated.

#### Marketing

We would like to keep you informed (by telephone, post or email) of selected products and services available from us and our carefully chosen suppliers. If you would prefer not to receive this information, please let us know when you call or write.

## Definition of words

Defined words have the same meaning wherever they are used in the **policy** wording or your **policy schedule** and they and other important words are highlighted by the use of bold print.

### Administrator

HomeLet, Hestia House, Unit 2 Edgewest Road, Lincoln, LN6 7EL

### Agent

The person(s) or company appointed by the **Landlord** to manage the **Tenancy** on the **Landlord's** behalf, who will produce written authority to represent the **Landlord**.

### Deposit

The sum of money held as security for the performance of the **Tenant's** obligations by the **Landlord**, the **Agent** or third party **administrator** for the Tenant Deposit Scheme in accordance with the Housing Act 2004 and all subsequent or superseding legislation.

### Event

The failure of the **Tenant** to pay the **Rent** or part of the **Rent** lawfully due to the **Landlord** in accordance with the **Tenancy**.

### Excess

The first amount of any claim resulting from the same **Event**, as shown in the **Schedule**.

### Guarantor

The person(s) who have entered into a written legally binding Deed of Guarantee agreeing to guarantee the performance of the **Tenant's** obligations as set out in the **Tenancy** agreement and for so long as that **Tenant** remains in occupation of the **Property**.

### Insurer/Our/Us/We

The Insurer described in the paragraph headed 'The Insurer' on Page 3.

### Insured/ You / Your

The person, persons or business named in the **Schedule** or in the event of their death an appointed legal personal representative of the estate.

### Landlord

The person(s) or company, being the person entitled to the reversionary interest in the **Property**, who enters into a **Tenancy** with the **Tenant**, or in the event of their death a legal personal representative.

### Limit of indemnity

The maximum amount payable by the Insurer in respect of the **Event** occurring during any **Period of Guarantee** as specified in the **Schedule**.

### Monthly benefit

Means the sum of money paid each month, monthly in arrears, by the Insurer to the **Insured** in the event of a successful claim and as defined in the **Schedule**.

### Offer

Has the same meaning as that attributed to it by Part 36 Civil Procedure Rules 1996.

### Period of guarantee

Is that as described in the **Schedule** provided that the **Insured** has paid and the Insurer has accepted the **Relevant Payment** for each **Period of Guarantee**.

### Policy

Means this written undertaking between the Insurer and **Insured**.

### Proceedings

Civil Court action **Professional Adviser**

The solicitor or other appropriately qualified person, firm or company, appointed by the **Administrator**, under the terms of the **Policy** to act for the **Insured**.

### Professional costs

Fees, costs and disbursements reasonably, properly and necessarily incurred in respect of an **Event**, by the Professional Adviser.

### Property

Means the residential premises at the address specified in the **Schedule**.

### Prospect of success

The **Landlord's** likely success in the **Proceedings** as advised by the Professional Adviser.

### Relevant payment

The premium payable by the **Insured** to the Insurer for this **Policy**.

### Rent

The amount payable under the **Tenancy**.

### Satisfactory reference

A HomeLet reference report showing 'acceptable', 'acceptable with suitable **guarantor**', or 'acceptable with condition'.

### Schedule

The document issued to the **Insured** on behalf of the Insurer, which specifies details of the **Insured's** cover under the **Policy**.

### Tenancy

A written Assured Shorthold **Tenancy** as defined in the Housing Act 1988 and corresponding legislation in Scotland, Northern Ireland and any subsequent or superseding legislation.

### Tenant

The occupier of the **Property** who is contractually obliged to pay **Rent** and has entered into a legally binding **Tenancy**.

### Territorial limits

England & Wales, Scotland and Northern Ireland.

### Vacant Possession

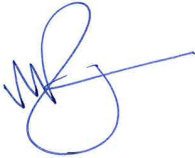
Surrender of keys by the **Tenant** to the **Landlord** or **Agent**, abandonment of the **Property** or the eviction of the **Tenant** through the court process



## HomeLet Insurance Policy

In consideration of the person, persons or business named as the **Insured** in the **Policy Schedule (You)** paying to the **Insurer** the premium the **Insurer** agrees to insure in the manner and to the extent provided for in the respective sections specified in the **Schedule** in respect of the **Event** occurring during the **Period of Guarantee** set out in the **Schedule** or any subsequent period for which **You** shall pay and **We** shall accept the premium required.

Signed by HomeLet for and on behalf of the **Insurer**

A handwritten signature in blue ink, appearing to be 'Martin Totty', written over a horizontal line.

Martin Totty  
Chief Executive Officer  
Barbon

Authorised and Regulated by the Financial Conduct Authority.

## General Conditions

1 We will act in good faith in all Our dealings with You. Equally the payment of claims is dependent on:

### Your own observance of the following

- a complying with the terms and conditions of the **Policy** and **Schedule**
- b giving all necessary information and assistance that **We** may require
- c the rights under this **Policy** cannot be transferred to anyone other than the **Insured**
- d the **Policy** cannot be used to protect any person, persons or business other than the **Insured**
- e the benefit cannot be paid to anyone else or in any way other than as described in the **Schedule**

### Your recognition of Our rights

- a to take over and deal with in **Your** name the settlement of any claim
- b to take **proceedings** in **Your** name to recover for **Our** benefit the amount of any payment made under this **Policy**
- c to settle **Your** claim on a proportionate basis if **You** have other insurance covering the same **Event**
- d to avoid paying any claim which is in any respect fraudulent
- e to not be bound by any agreement to which **We** are not a party.

## 2 Notice

Any notice to be given under these terms and conditions shall be either delivered personally or sent by first class post. The address for service of each party is (in the case of a company) its registered office and (in the case of an individual) his residential address or any other address for service previously notified to the other parties. A notice is deemed to have been served as follows:

- a if personally delivered, at the time of delivery;
- b if posted, at the expiration of 48 hours (in the case of airmail, 7 days) after the envelope containing it is delivered into the custody of the postal authorities.

## 3 Arbitration

Any dispute between the **You** and **Us** in respect of this **Policy** may be referred to a single arbitrator who shall be either a solicitor or barrister agreed upon by both parties. Failing agreement, the arbitrator shall be nominated by the President of the appropriate Law Society, Bar Council or other professional body within the **Territorial Limits**.

The party against whom the decision is made shall meet the costs of the arbitration in full. If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs. If the decision is made in favour of **Us**, **Your** costs shall not be recoverable under this **Policy**.

## 4 Cancellation

The Insurer may cancel the **Insured's** cover under this **Policy** at any time by giving 14 days notice in writing. The **Insured** may cancel their cover under the **Policy** at any time by giving 14 days notice in writing to the Insurer.

No refund of premium will be due after the initial 14 day cooling off period.

## 5 Voidance

This **Policy** will be voidable in the event of misrepresentation, misdescription or non-disclosure of any material fact.

If any claim under this **Policy** is in any respect fraudulent or if any fraudulent means or devices are used by **You** or anyone acting on **Your** behalf to obtain any benefit under this **Policy** or if any loss damage or destruction is occasioned by the wilful act or with the connivance of **You** all benefits under this **Policy** shall be forfeited.

If the **Administrator** or the Insurer becomes aware that the **Insured** gave false or misleading information when they applied for **Policy** cover, and this information would have affected the Insurer's decision to indemnify

the **Insured**, then the Insurer may void the **Policy**. No benefit under the **Policy** will be payable to the **Insured** should the **Policy** be voided under the terms of this paragraph. The Insurer may, at its discretion return to the **Insured** the **Relevant Payment** proportionate to the unexpired period of the **Policy**.

## 6 Termination

The **Policy** will terminate on the earliest of the following events:

- i the end of the **Period of Guarantee**
- ii **Vacant Possession** occurs
- iii failure of the **Insured** to pay the **Relevant Payment** when due
- iv the **Insured's** cover under the **Policy** is cancelled

Notification of a claim will not be accepted for an **Event** occurring after termination of the **Policy**.

## 7 Claims procedure

- i Where an **Event** occurs the **Insured** must attempt to contact the **Tenant** within seven days of the **Rent** falling due to attempt to ascertain why the **Rent** is unpaid and seek payment of that unpaid **Rent**
- ii Where the **Rent** remains unpaid the **Insured** must make further attempts to contact the **Tenant** within a further seven days to seek payment of any **Rent** unpaid
- iii Claims must be submitted on a fully completed claim form, or an on-line claim form (Letting Agents only) available upon request from the **Administrator**, no later than 31 days after the first non-payment of part or all of a monthly **Rent** falling due, together with supporting documents, providing a full and truthful account of the facts of the claim
- iv The **Insured** must provide documentary evidence as requested by the **Insurer** in the event a claim is made
- v Upon occurrence of an **Event** the **Insured** should submit to the **Administrator**:
  - a copy of the earliest **Tenancy** agreement
  - a copy of the current **Tenancy** agreement
  - a fully completed **Rent** statement showing dates rental payments fell due and the date rental payments were received for at least the preceding 2 years
  - the Deed of Guarantee if applicable
  - a copy of the **Schedule**
  - all **Satisfactory Reference** documentation
- vi If the **Landlord** or **Agent** receives any payment of **Rent** from the **Tenant** at any time following the notification of a claim, the **Administrator** should be notified. The sum received should be applied against the earliest **Rent** arrears and not held for a later period. If payment of **Monthly Benefit** has already been made by the **Insurer** the **Insured** must repay the sum received to the **Administrator** immediately
- vii Upon gaining **Vacant Possession** of the **Property** in order to calculate any final **Monthly Benefit** due, the **Landlord** or **Agent** must disclose by way of proper receipted invoices the use of all or part of the **Deposit** that has been used specifically to repair damage caused by the **Tenant** beyond usual wear and tear. Any remaining balance must be applied to unpaid **Rent**.
- viii Whilst the **Insurer** will accept that the **deposit** may be used for damage or repair as set out in section 7 vii, **Agent** fees or re-letting fees will not be deemed acceptable deductions from the **Deposit** where there are **Rent** arrears outstanding.
- ix In the event of a defence and/or counterclaim being raised please see exclusion in the Legal Expenses section.
- x In certain circumstances a claim accepted may be subject to a penalty **excess** applied at the absolute discretion of the **Administrator**.

## 8 Housing Benefit Claims

Where the **Tenant(s)** is in receipt of housing benefit or Local Housing Allowance at inception of cover claims must be notified within 60 days of the **Event** but not before 40 days or when the **Rent** arrears are greater than the sum of one months **Rent**.

## 9 Alteration in risk

The **Insured** shall notify the **Administrator** as soon as they become aware of any alteration in risk which may materially affect the **Policy**. The **Insured** may be required to pay an additional premium to the **Insurer**.

#### 10 **Contracts (Rights of Third Parties) Act**

No person or company who is not party to this **Policy** shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms or conditions of this **Policy**. This shall not affect any right or remedy of a third party that exists or is available apart from this act.

#### 11 **Conditions Precedent to Liability**

For the **Insured** to be eligible for cover:

- a the **Tenant** must be at least 18 years of age
- b the **Landlord**, or the **Agent** acting for the **Insured's** behalf, must ensure that the following procedures are adhered to.

The **Landlord** or **Agent** must:

- i not allow a **Tenant** into possession of the **Property** other than on the basis of an already completed written **Tenancy** duly signed by all parties
- ii ensure that any necessary statutory pre-grant notices are served personally in the correct form on the **Tenant** prior to the granting of the **Tenancy**
- iii ensure that all **Tenants** to be included in the **Tenancy** have, in aggregate, been **Satisfactorily Referenced** and accepted for a minimum of the full monthly **Rent**, or higher amount, by the HomeLet referencing service prior to the start date of the **Tenancy**
- iv ensure that that any conditions attached to any **Tenant** references have been met
- v not enter into a **Tenancy** where a person has been requested to act as **Guarantor** for the **Tenant** unless that person has been **Satisfactorily Referenced** and that person has entered into a legally enforceable written Deed of Guarantee in respect of the **Tenancy**, wherein the **Guarantor** will guarantee the performance of the **Tenant's** obligations within the **Tenancy** for as long as the tenant remains in occupation
- vi not allow any **Tenant** into occupation of the **Property** until the first month's **Rent** and **Deposit** payment has been paid in cash or payment has cleared in the **Landlord's** or **Agent's** bank account;
- vii comply with the requirements of the Housing Act 2004 and all subsequent or superseding legislation in the handling and registration of any **Deposit** received in connection with the **Tenancy**
- viii comply with any mortgage conditions on the **Property**
- ix comply with all conditions of the **Tenancy**.

#### 12 **Terms of cover**

For cover to continue under the **Policy**, the **Landlord** or the **Agent** acting on their behalf must:

- i keep a clear record of all **Rent** due and payments received including the date of any payment received.
- ii upon **Vacant Possession** being obtained, prepare a detailed inventory of the contents and condition of the **Property** together with, if applicable, a schedule of dilapidations.

#### 13 **Recoveries from the Tenant and or Guarantor**

The **Insurer** shall have the right at any time to pursue the recovery of any **Monthly Benefit** or **Professional Costs** paid out and/or awarded by way of a Court Order, including taking **Proceedings** and/or enforcement action against the **Tenant** or former **Tenant**.

If any recovery is made from the **Tenant** by the **Landlord**, **Agent**, or **Administrator** or as a result of **Proceedings** against the **Tenant** the sum received will be applied in the following order:

- i to legal fees and costs incurred by the **Insurer** and/or **Administrator**
- ii to **Monthly Benefit** paid by the **Insurer**
- iii if any balance remains after i and ii have been repaid, then to the **Landlord**, but this will be subject to the deduction of all fees and any reasonable administration charge as may be applied by the **Administrator** for activity relating to the recovery

#### 14 **Recoveries from the Insured**

Where it becomes apparent after the acceptance of a claim that the guarantee entered in to by the **Guarantor** is unenforceable and we have paid **Rent** and or incurred costs, we will seek a full recovery of our outlay from the **Insured**.

15 Refunds

- i Any monies received by the **Landlord** or **Agent** following any payment made by the **Insurers** must be applied to the oldest arrears
- ii It is the responsibility of the **Insured** to make refunds to the **Insurer** in the first instance

16 This Policy will not cover any claim:

- i where the **Event** had commenced or occurred before the first **Period of Guarantee** or after expiry of the **Period of Guarantee**
- ii where at, or prior to the start of the first **Period of Guarantee** the **Insured** in the reasonable judgement of the **Insurer** should have realised that a claim might occur
- iii if the **Tenancy Agreement** commenced prior to the issue of the **Policy**
- iv reported to HomeLet more than 31 days after the date the **Event** occurred unless the claim relates to a **Tenant** in receipt of Housing Benefit since inception of cover in which case refer to the Housing Benefit section of this **Policy** (Section 8)
- v for **Professional Costs** incurred by the **Insured** prior to the claim being accepted in writing by the **Insurer**
- vi where the **Landlord** or anyone acting on behalf of the **Landlord** is responsible for anything which in the reasonable opinion of the **Insurer** prejudices either the **Landlord's** or the **Insured's Prospect of Success** in the prosecution or settlement of the **Proceedings**
- vii where the **Insured** acts without the consent of the **Insurer** or contrary to or in a manner different from the advice of the **Insurer** or the **Professional Adviser**
- viii any claim for **Rent** that the Court orders is not lawfully due or any **Rent** that the **Landlord** waives as being due
- ix where the **Insured** has failed to adhere to referencing conditions as stipulated on the HomeLet reference report and/or terms of cover specified in the **Policy** and/or **Schedule**
- x which is false, fraudulent or arises from any deliberate criminal act or omission of the **Insured**
- xi in a dispute or conflict of interest between the **Landlord** or **Agent** and the **Insurer** or the **Administrator**, mortgage lender, property agent or **Professional Adviser**
- xii arising from:
  - a the compulsory purchase, placing of restrictions or any other action by any government, public or local authority
  - b subsidence or mining or quarrying activities
  - c planning law including the Town and Country Planning Legislation
  - d the construction of or structural alteration to buildings or parts of buildings
  - e libel or slander or malicious falsehood
- xiii falling within the jurisdiction of a Rent Assessment Committee, the lands tribunal or the leasehold valuation tribunal
- xiv relating to the payment or non payment of service charges as defined in the Landlord and Tenant Act 1985 (as amended)
- xv for damages, interest, fines or other penalties.
- xvi Any monies ordered by the court as being irrecoverable as **Rent**. Where payment has been made by the **Insurer** against that rental period must be refunded. The **Insurer** will not indemnify the **Landlord** against costs awarded to be paid to the **Tenant**.

## General Exclusions

### 1 Radioactive contamination

In no case shall this **Policy** cover any **Event** directly or indirectly caused by or contributed to by or arising from

- i ionising radiation or contamination by radioactivity from any nuclear fuel or fuel from nuclear waste from the combustion of nuclear fuel
- ii the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

### 2 War and similar risks

Any **Event** occasioned by or happening through or in consequence of war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power or martial law.

### 3 Nationalisation

Any **Event** occasioned by nationalisation confiscation requisition seizure or destruction of or damage to **property** by or under the order of any Government or public or local authority.

## Rent Guarantee cover

- 1 **Monthly Benefit** will be paid by the **Insurer** in respect of arrears of **Rent** lawfully due on a **Property** by the **Tenant** to the **Landlord**, for up to:
  - the number of months specified within the **Schedule**
  - expiry of the **Policy**
  - **Vacant Possession** has been gained

whichever happens soonest, subject to the following:

- a such arrears commenced during the **Period of Guarantee**
  - b the **Administrator** is promptly notified of the **Event** by receipt of a fully-completed Claim Form together with supporting documents, providing a full and truthful account of the facts of the claim, to be received by the **Administrator** no more than 31 days after the date the **Event** occurred unless the claim relates to a **Tenant** in receipt of Housing Benefit since inception of cover in which case refer to the Housing Benefit section of this **Policy** (Section 8)
  - c action is taken promptly to gain **Vacant Possession** of the **Property** unless the only reason for not taking action is upon advice of the **Professional Adviser**
  - d the **Landlord** makes no attempt to settle or grant a further **Tenancy** to the defaulting **Tenant** without prior written consent of the **Insurer** or **Administrator**.
  - e the **Insurer** has the right at any time under subrogation to pursue **Proceedings** against the **Tenant** in the **Landlord's** name where the **Landlord** is the **Insured**. Where the **Agent** is the **Insured** the **Insurer** has the right at any time to seek the **Landlord's** written consent to pursue **Proceedings** against the **Tenant**, in the **Landlord's** name. If the **Landlord's** consent is withheld, no further action will be taken by the **Administrator** and the claim will be closed. The **Insured** will be held liable for the repayment of any Rent Guarantee already paid
- 2 Benefit will be paid:
    - a as stipulated in 1, or at a daily rate calculated by multiplying the monthly **Rent** by 12 and dividing the sum by 365 where the benefit period is less than one month for each continuous day that the **Rent** is in arrears.
    - b monthly in arrears and will only be paid if the terms and conditions of the **Policy** are met.
    - c to the **Insured** or the insured's **Agent** unless otherwise agreed in writing by the **Insurer**.

### Exclusions

This section will not provide **Monthly Benefit** for:

- i the **Policy Excess**
- ii **Rent** after **Vacant Possession** has been obtained
- iii any interest on **Rent** arrears
- iv for **Rent** which the court orders is not payable to the **Landlord** by the **Tenant**
- v any **Rent** which exceeds the total rental amount appearing on **Satisfactory Reference** documents by more than 10%

### Limit of Cover

The **Insurer** shall not be liable for more than a sum equivalent to the **Monthly Benefit** x the number of months as specified within the **Schedule**.

The **Insurer** will not be liable for any **Excess** specified in the **Schedule**.

## Legal Expenses cover

If during a **Period of Guarantee** an **Event** occurs, the **Insurer** will provide to the **Insured** indemnity for fees not otherwise recoverable for **Professional Costs** incurred in the pursuit of a civil claim relating to that **Event**

### Consent Precedent to the Insurer's Liability

**Our** consent to pay **Professional Costs** must be obtained in writing. **Professional Costs** incurred before such consent is given will not be covered. Consent will be given if the **Insured** can satisfy **Us** that:

- i there are reasonable **Prospects of Success**;
- and
- ii it is reasonable in all the specific circumstances of the case for **Professional Costs** to be provided.

In circumstances where **We** have chosen a representative to act on the **Insured's** behalf **We** will pay **Professional Costs** incurred for providing the initial assessment of the claim irrespective of the **Prospects of Success** or whether the claim is covered under this **Policy**.

Where the **Insured** has chosen their own representative any **Professional Costs** incurred in providing initial assessment shall only be covered where there are reasonable prospects of successfully pursuing the **Proceedings** and the claim is covered under all other terms and conditions of the **Policy**.

The decision to grant consent will take into account the advice of the **Insured's Professional Adviser** as well as that of **Our** own Advisers. **We** may require, at the **Insured's** expense, an opinion of Counsel on the merits of the **Proceedings**. If the claim is subsequently admitted the **Insured's** costs in obtaining such an opinion and providing such advice will be covered under this **Policy**.

### Conduct of the proceedings

- 1 In any claim where the appointment of a **Professional Adviser** is appropriate, a **Professional Adviser** will be nominated to act for the **Insured** by the **Insurer**.
- 2 The **Professional Adviser** must promptly inform the **Insurer** of:
  - a their professional opinion as to the **Prospects of Success** of the **Landlord's Proceedings**; and
  - b an estimate of the total costs likely to be incurred in the **Proceedings** with details of their charging rates.
- 3 The **Professional Adviser** must keep the **Insurer** fully and promptly informed on the progress of the case, of any change in their opinion of the **Prospects of Success** and their estimate of costs during the **Proceedings**.
- 4 The **Insurer** will only meet the **Professional Costs**:
  - a which have been agreed in advance by the **Insurer** as to both amount and purpose; and
  - b while **Prospects of Success** in the **Proceedings** remain reasonable.
- 5 The **Insurer** reserves the right, and the **Insured** agrees that the **Insurer** may take over conduct of any **Proceedings** in the name of the **Landlord**, where the **Landlord** is the **Insured**. Where the **Agent** is the **Insured** the **Insurer** has the right at any time to seek the **Landlord's** written consent to pursue **Proceedings** against the **Tenant**, in the **Landlord's** name. If the **Landlord's** consent is withheld, no further action will be taken by the **Administrator** and the claim will be closed. The **Insured** will be held liable for the repayment of any Rent Guarantee already paid
- 6 Where Court papers have been issued (or received), or where there is a conflict of interest, the **Insured** is free to choose a suitably qualified **Professional Adviser**.
- 7 In selecting the **Professional Adviser** the **Insured** shall have a duty to minimise the cost of **Proceedings**.
- 8 **We** may choose not to accept a representative chosen by the **Insured**. If this occurs **We** will explain why. If there is a disagreement over the choice of representative in these circumstances, the **Insured** may choose another suitably qualified person and submit the name of that person to **Us** for consideration.
- 9 In all circumstances except those described above, **We** shall choose a representative to act on the **Insured's** behalf.
- 10 If the **Insured's** choice of representative has to undertake work to familiarise themselves with the work



already undertaken on the case, **We** will not pay for this work to be done. **We** will not pay the **Insured's** choice of representative more than **We** would pay **Our** own choice of representative.

- 11 Any representative is appointed in the **Insured's** name to act for the **Landlord**.
- 12 In the period before **We** agree that **Proceedings** are necessary **We** reserve the right to seek to obtain a settlement on the **Insured's** behalf. The settlement will be subject to the **Insured's** agreement, which the **Insured** will not unreasonably refuse.

#### Withdrawal and discontinuance

If the **Insured** withdraws from or discontinues the **Proceedings** without the prior agreement of the **Professional Adviser** then any **Professional Costs** incurred, Rent Guarantee paid and third party costs will become the responsibility of and payable by the **Insured**.

In the event that legal action is not covered under the **Policy** the **Insured** may instruct the **Insurers Professional Adviser** on a privately funded basis or may instruct his own **Professional Adviser** on a privately funded basis provided that the Landlord's **Professional Advisor** immediately takes necessary steps to remove the insurers **Professional Adviser** from the court record.

#### Co-operation

- 1 The **Insured** will co-operate with the **Insurer/Administrator** at all times and reply promptly to any correspondence connected with the claim. The **Insured** shall give promptly to the **Professional Adviser** all information requested and will meet with them whenever requested.
- 2 The **Insured** or the **Professional Adviser** must promptly notify the **Insurer** should a conflict of interest arise between the **Landlord** or **Agent** and the **Insurer**.
- 3 The **Insured** shall provide all evidence or information required by the **Insurer** and the **Professional Adviser** and shall keep them fully and continually informed of all developments relating to the **Proceedings**.
- 4 The **Insured** shall, if so requested by the **Insurer**, instruct the **Professional Adviser** to submit his bill of costs for taxation by the court or certification by the appropriate professional body.
- 5 The **Insured** shall whenever reasonably possible attempt to recover costs from a third party and shall instruct the **Professional Adviser** accordingly, and any sum received by the **Insured** in respect of costs must be paid to the **Insurer**.
- 6 The **Landlord** or **Agent** will attend any court hearing if required to do so by the appointed **Professional Adviser** at their own cost. If the **Landlord** or **Agent** is unavailable or fails to attend a court hearing when required the **Administrator** reserves the right to recover all legal costs incurred and to cease payment of the **Monthly Benefit** for the period of delay.

#### Rights to information

- 1 The **Insurer** shall have direct access to the **Professional Adviser** at all times. The **Insurer** shall be entitled to obtain from the **Professional Adviser** any information, relating to the **Proceedings**, whether or not privileged, and the **Insured** shall, if so requested, immediately give any instructions to the **Professional Adviser** which may be required for this purpose.
- 2 The **Insurer** shall be notified immediately in writing by the **Insured** or the **Professional Adviser** of any **Offer** made. If the **Insurer** considers that the **Offer** should be accepted as the most favourable option to the **Insurer** then the **Insured** will accept the **Insurers** decision. Should the **Insured** refuse to accept the **Insurers** instruction to accept the **Offer**, the **Insurer** shall have no liability in respect of any further **Professional Costs** or Rent Guarantee.

#### Exclusions

This section will not cover any claim:

- a where there is an insufficient **Prospect of Success**
- b by the **Tenant** against the Landlord as raised by way of Defence and Counter-Claim to the **Possession Proceedings**
- c by the **Tenant** against the **Landlord** including judicial review or appeal

- d for damages, interest, fines or other penalties.

#### Limit of cover

- 1 There is no cover for **Professional Costs** that are:
  - a incurred in pursuance of any legal action not related to an **Event**
  - b incurred in avoidable correspondence
  - c incurred prior to written confirmation from the **Insurer** that the claim has been accepted
  - d in excess of the **Limit of Indemnity**
  - e in excess of those for which the **Insurer** has given its prior approval in accordance with the terms and conditions of the **Policy**
  - f recoverable from a court, tribunal or elsewhere; or
  - g incurred in respect of any claim where the **Insured** is, or but for the existence of this **Policy** would be, entitled to indemnity under any other **Policy** or **Guarantee**
  - h incurred in relation to the **Landlord** defending a claim by the **Tenant** or other third party by way of a counterclaim or separate action or any subsequent costs due or awarded to the **Tenant** or other third party.
- 2 The **Insurer** will not be liable for any **Excess** specified in the **Schedule**.



## Contact Us



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Rent Guarantee claim line:

0845 155 6499



Referencing line:

0845 111 2222



Fax line:

0845 117 6001



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