



Landlord's Rent Guarantee

Policy Wording

Contents

Your Policy	3
HomeLet Promise of Service	3
Your Guide to our Complaints handling procedure	3
Financial Ombudsman Service	4
The Insurer	5
Financial Services Compensation Scheme	5
Important Notice – Duty of Disclosure	6
Law Applicable to the Contract	7
How to Claim	7
Cancellation.....	9
Renewals	10
HomeLet’s Privacy Notice.....	10
The Insurer’s Privacy Statement.....	11
Definitions.....	12
Rent Guarantee Cover.....	16
Rent Guarantee Claims Procedure	18
Rent Guarantee General Exclusions.....	20
Rent Guarantee General Conditions.....	23

Some of the words in this policy wording have a specific meaning. Our definition for words that appear in bold can be found on page 12

Please contact us if you require large print, audio, or Braille versions of your policy documents

Landlord's Rent Guarantee Policy

Your Policy

Please take time to read understand and ensure the information is correct in Your Schedule and Reference(s). Also check that the terms of cover are met.

This **Policy** consists of this wording, the **Schedule**, and any endorsements issued. It is an insurance contract between **You** and the **Insurer**. They agree to cover **You** for the risks listed in this **Policy** and shown in the **Schedule**, subject to the terms, conditions and exclusions of this **Policy**, in exchange for **You** paying or agreeing to pay the **Premium**.

Read all of these documents together. **You** should carefully review everything **We** have provided and contact **Us** immediately if this **Policy** does not meet **Your** needs.

HomeLet Promise of Service

Your **Policy** is issued and administered by HomeLet on behalf of the **Insurer** as shown on page 5.

HomeLet is a trading name of Barbon Insurance Group Limited which is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 308724. **You** can check this information on the FCA's Register by visiting the FCA's website <https://register.fca.org.uk/s/> or by contacting the FCA on **0800 111 6768**.

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

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, **You** should in the first instance, contact **Us** as follows:

Write to **Us** at **Our** Office:



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



Email **Us** at:

rentguarantee@homelet.co.uk



Call **Us** on:

0800 035 8258

Monday to Friday 9am- 5.30pm

Your Guide to our Complaints handling procedure

HomeLet is committed to providing the highest standards of customer service. Whilst **We** work hard to achieve this, **We** recognise that there may be occasions when problems arise, and **You** can help **Us** by telling **Us** what **You** think of **Our** service. **We** welcome all **Your** comments, whether they're suggestions, compliments or complaints.

This page explains how to tell **Us** about a problem, how **We** will deal with **Your** complaint on behalf of the **Insurer**; plus what to do if **We** can't resolve it for **You**.

Write to **Us** at **Our** Office:



Customer Experience Team,
Hestia House,
Edgewest Road,
Lincoln,
LN6 7EL



Email **Us** at:

customer.experience@homelet.co.uk



Call **Us** on:

0330 333 7126

Monday to Friday 9am- 5.30pm

For **Us** to deal with **Your** complaint as quickly as possible, it will help **Us** if **You** mark **Your** correspondence “Complaint” and provide as much information as **You** can. Try to include details such as policy reference numbers, details of who **You** have been dealing with, how **We** can get in touch with **You** and what **You** would like **Us** to do to resolve the matter.

How We will deal with Your complaint

- **Your** complaint will be passed to the member of staff who can best address the problem;
- If **We** can, **We** will resolve your complaint immediately;
- If **We** are unable to resolve the matter to **Your** satisfaction straight away, **We** will start an investigation and acknowledge **Your** complaint in writing within 5 working days. At this stage, **We** will tell **You** who is dealing with it, what **We** are going to do and how long **We** expect it to take;
- If **We** have been unable to resolve **Your** complaint within 4 weeks, **We** will write to **You** to provide an update;
- If **We** have been unable to resolve **Your** complaint within 8 weeks, **We** will write to **You** again explaining the delay and what **We** are doing to help you;
- When **We** have completed our investigations, **We** will issue a final response, explaining **Our** findings and any actions **We** may decide to take.

Financial Ombudsman Service

In the event that **You** are unhappy with the response to **Your** complaint, or **You** have not received a response within 8 weeks of the date **Your** complaint was received, **You** may be eligible to refer **Your** case to the Financial Ombudsman Service, who can review complaints from ‘eligible complainants’, but **You** must do so within 6 months of receiving a final response from, or on behalf of, the **Insurer**. Further information can be found at:

www.financial-ombudsman.org.uk

The Financial Ombudsman Service exists to help resolve complaints when the **Insurer** has not been able to resolve matters to **Your** satisfaction and the service they provide is free and impartial. Their contact details are as follows:

Post:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landline) or 0300 123 9123 (Calls to this number cost no more than calls to 01 and 02 numbers.)

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

The Insurer


This **Policy** is underwritten by AmTrust Specialty Limited.

AmTrust Specialty Limited is registered in England and Wales under company number 1229676. Its registered office is at Exchequer Court, 33 St Mary Axe, London, EC3A 8AA. It is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under firm reference number 202189.

Financial Services Compensation Scheme (FSCS)

AmTrust Specialty Limited is covered by the FSCS. You may be able to get compensation from the FSCS if AmTrust goes out of business and can't meet its commitments under this contract. This might, for example, be a claim that it cannot pay, or a refund it owes you. You can get more details from:

Financial Services Compensation Scheme
PO Box 300
Mitcheldean
GL17 1DY

 0800 678 1100 (calls are free) or 020 7741 4100

 www.fscs.org.uk

Important Notice – Your Duty of Disclosure

If the policy is for you as a private individual:

You must give us the information We ask for

When **We** look at an application for a policy, **We** rely on the information in it. **You** must take care to give full and accurate answers to the questions **We** ask. This applies when **you** buy a policy or make changes to it. If **you** don't give **us** full and accurate answers, this can affect **your** cover and **We** can:

- cancel the policy and refuse to pay any claim, or
- not pay a claim in full.

We will write to you if We:

- plan to cancel the policy, or
- need to change the policy terms, or
- need **you** to pay more for the policy.

If **you** realise that **you** have given answers that are not full or accurate, **you** must tell **us**

If the policy is for a partnership, a sole trader, a limited company or other legal person:

The information **We** need to know

We need to understand the risk that **We** are going to insure. By law the person buying the policy has to do what they can to help **us** assess that risk. They need to do this before the policy starts, at each renewal and when they make any changes.

This means they must:

- a) tell **us** all material facts which they know or should know.
- b) tell **us** in a way that is clear and easy to understand.
- c) be honest and make sure that what they tell **us** is correct.

A 'material fact' is information that would help **us** decide:

- whether to offer the policy or not and, if so,
- the terms of that policy.

This means:

(a) if the policy is for a person - for example a sole trader or individual partner - **We** need to know:

- what they know and what anybody who arranges this policy knows.
- what a reasonable search of the information available to them should show.

(b) if the policy is not for a person but an organisation, for example, a limited company or partnership, **We** need to know:

- what senior managers know. These are the people who have a significant role in making decisions about running the organisation or how it is set up.
- what anybody who is responsible for buying this policy knows.
- what a reasonable search of the available information should show. This may be within the organisation (for example with subsidiaries, affiliates, the broker or anyone else the policy will cover). A reasonable search could include making enquiries, but other methods may also be reasonable.

Whoever the policy is for, for example subsidiaries, affiliates (or anyone else), the enquiries must include them. If the enquiries do not include them, **We** need to know this.

Important Information

If **We** do not have all the material facts before the policy starts or when there is a change to the policy, there are a number of possible outcomes. These depend on why **We** don't have all those facts. If the reason the person buying the policy didn't give **Us** the material facts:

- was deliberate or reckless,
 - **We** can cancel the policy. **We** do not have to pay any claims, and **We** can keep all the premiums **We** have received.
- was not deliberate and not reckless, but if **We** had known the material facts, **We** would not have accepted the policy on any terms,
 - **We** can cancel the policy and do not have to pay any claims, but in that case **We** will refund the premium.
- was not deliberate and not reckless, but if **We** had known the material facts, **We** would have applied different terms to the policy,
 - **We** can add those different terms with effect from the start date (or the date of the change to the policy).
- was not deliberate and not reckless, but if **We** had known the material facts, the premium would be higher, **We** will pay any claim as a proportion of the premium that **We** charged compared to the higher premium that **We** would have charged.

For example: **We** didn't know all the material facts and charged a premium of £200. If **We** had known all the material facts, the premium would have been £400. So, the premium is half what it should be. This means that for any claim that **We** receive, **We** will work out what to pay and then pay half. So, if **We** received a valid claim for £200, **We** would pay half of that, which is £100

Law Applicable to the Contract

This **Policy** follows English Law and **You** and **We** agree to abide by the non-exclusive jurisdiction of the courts of England and Wales. This doesn't apply if **You** (as an individual) live in Jersey or **You** (as a corporate body) are Jersey registered in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction.

How to claim on Rent Guarantee

In the event that you need to make a claim simply telephone the HomeLet Rent Guarantee claim line on 0330 333 7058. Lines are open Monday to Friday 9am - 5.30pm.

All claims will be handled by **Us** on behalf of the **Insurer**.

You must notify **Us** of all losses and incidents at the point an insured **Event** has occurred by making a claim, along with all supporting documents. The claims must be submitted within 31 days of the **Event**. For **Arrears** **You** must notify **Us** within 31 days after the first **Arrears**.

A claim is not considered as submitted unless **We** receive all required supporting documents to start an assessment.

Please do not ask for help from a lawyer, accountant, or anyone else. If needed **We** will appoint a professional as part of the claims procedure. If **You** do appoint a third party, **We** will not cover any costs accrued by **You** even if **We** accept the claim.

To submit a claim, **We** will need the following information to support **Your** claim, which is not exhaustive:

- a) a copy of any agreement or equivalent, relevant to the Tenancy;
- b) a copy of the first **Tenancy** where the current **Tenancy** is not the original
- c) a copy of the **Deed of Guarantee** if this applies;
- d) a copy of the **Satisfactory References** for the **Tenant(s)** and **Guarantor(s)** or copies of any reference not conducted by **Us**.
- e) evidence that any conditions of the reference reports, whether or not conducted by **Us**, have been met.
- f) copies of any notices served on the **Tenant(s)**/occupiers;
- g) clear **Rent** schedule showing when **Rent** payments were due and received, for at least the last 2 years or for the full term of the **Tenancy** if shorter. This should only include **Rent** due and **Rent** received. This should not include transactions which are not related to **Rent**

- h) copies of any notices issued, and all correspondence exchanged such as, emails, text messages, paper correspondence, telephone notes that show **You** or the **Agents** attempts to collect unpaid **Rent**. **You** or the **Agent** must contact the **Tenant(s)** within 7 days of the first **Arrears** and again within a further 7 days. **You** or the **Agent** must also contact the **Guarantor(s)** within 14 days of the first **Arrears**;
- i) evidence that any **Deposit** taken is properly protected as required by law, or that a suitable deposit replacement product is in place
- j) copies of all Gas Safety Certificates and any Energy Performance Certificate in force for the **Tenancy**
- k) a copy of the How To Rent Guide provided to the **Tenant(s)**
- l) copies of photographic identification for all **Tenant(s)** and **Guarantor(s)**
- m) a copy of the **Inventory** also known as a check-in report
- n) a copy of the valid license if the **Property** is within a compulsory licensing area;
- o) a copy of the latest inspection report and all attempts to check if the **Tenant** still remains in the **Property**;
- p) Confirmation of the following information:
 - i. the **Landlords** residential address
 - ii. the full details of the breach being claimed for if it is not for **Arrears** or failure to vacate following notice
 - iii. date of service for prescribed information
 - iv. if the **Tenant** is currently in Breathing Space (also known as the Debt Respite Scheme)
 - v. details of any complaints, or maintenance issues raised by the **Tenant(s)** or **Guarantor(s)** in relation to the **Tenancy** and all actions taken to resolve these complaints.

Cancellation

Your cancellation rights

If **You** change **Your** mind about this **Policy**, **You** can cancel it within the first 14 days of receiving the policy documents or the **Start Date**, whichever is later.

Cancellation will take effect from the date **We** receive **Your** instructions. If no claim has been made and there have not been any incidents that may lead to a claim, **You** will get a full refund of the **Premium** paid. If a claim is submitted after the refund, **You** must pay the full **Premium** before **We** can process the claim. **We** will only handle claims that happen during the **Period of Cover**, this includes after the **Start Date** and before the **Policy** is cancelled.

You may also cancel this **Policy** at any other time by writing to **Us**. **You** will receive a proportionate refund of the **Premium** for the unexpired **Period of Cover** as long as no claim has been made during the **Period of Cover**. If a claim has been made, **We** will deduct the claim cost (or the estimated cost if the claim is still pending) from **Your** refund. **You** will not get any refund if:

- there has been an incident known to **You** that may lead to a claim; or
- the cost of the claim (or the estimated cost where the claim is still pending) exceeds the amount of the **Premium** paid.

It's important that **You** cancel this **Policy** if cover is no longer required. Any cancellations requested for a date in the past may require proof from **You** and could incur additional fees to process. In all cases **We** cannot accept cancellations with an effective date before the latest transaction date, which is either the **Start Date**, a mid-term amendment or renewal date.

When cover will end

The cover from this **Policy** will automatically end from the date that:

- a liquidator, administrator or solvency practitioner is appointed to manage the business;
- the business is permanently closed;
- Your** interest ends for any reason other than as a result of **Your** death unless **We** agree otherwise in writing.

The Insurer's Cancellation Rights

The **Insurer** can cancel this **Policy** at any time. **We** will send 14 days' notice in writing to the most recent contact details **You** have provided to **Us**.

The **Insurer** may cancel this **Policy** if:

- they suspect fraud (in this case **Your** cover will end immediately)
- **Our** or the **Insurers** staff face threats of violence
- **You** do not pay the **Premium** when it is due*
- there is a change to the risk that the **Insurer** would not normally accept or **You** do not provide any relevant information in a timely manner to allow for them to underwrite the risk.

*If the **Premium** is paid by instalments and a payment is missed, **We** can cancel this **Policy** from the last date covered by the previous premium payment. **We** will make efforts to contact **You** to bring payments up to date and will give **You** up to 14 days notice of the cancellation.

If **Your Policy** is cancelled, **You** will receive a part refund of the **Premium** paid for the unused **Period of Cover** as long as no claim has been made during the **Period of Cover**.

If a claim has been made, the claim cost (or the estimated cost where the claim is still pending) will be deducted from the refund. **You** will not get any refund if:

- **You** know of any incident that may lead to a claim; or
- the claim cost (or the estimated cost if the claim is pending) is higher than the **Premium** paid

Renewals

We will contact **You** in good time before **Your Period of Cover** ends. **We** will provide renewal details, including the **Policy** terms and **Premium** and any changes that **We** have made. At that time **We** will ask **You** to view **Your** documents and advise **Us** of any changes. It's important that **You** update the **Rent** insured on **Your Policy** at this time if applicable. All changes must be notified to **Us** before **Your Policy** renews. **We** will issue **You** a new **Policy** upon renewal.

Each renewal will be assessed individually. **We** may ask for more information from **You** before **We** can issue renewal terms, which **We** will do in good time.

We are not obliged to offer renewal of this **Policy**. In the event **We** cannot offer renewal, **We** will contact **You** to outline the reasons before **Your Period of Cover** ends

HomeLet's Privacy Notice

We are Barbon Insurance Group Limited trading as HomeLet and **Our** data controller number is Z6363100 and **Our** registered address is: Hestia House, Edgewest Road, Lincoln, LN6 7EL.

This Privacy Notice is relevant to anyone who uses **Our** services including **Tenants We** reference, policyholders or prospective policyholders. **We** process **Your** personal data in accordance with the relevant data protection legislation and are the data controller for the data that **We** process. As the data controller, **We** will not collect any information from **You** that **We** do not need for the purpose of fulfilling **Our** services.

Why do we process personal data?

We will only use personal information on individuals where **We** are allowed to by law, for example to fulfil a contractual/legal obligation, because **We** have a legitimate business interest, or where the individual has agreed to it. **We** will always ensure that **We** keep the amount of personal data and the extent of any processing down to a minimum.

What information do we collect about you?

The type of data **We** collect, and specific use of this data is dependent on the services **We** are providing. **We** have a legitimate interest to collect this data as **We** are required to use this information as part of any insurance quotation/insurance **Policy** with **Us** or completing a **Tenant** reference. Alternatively, **We** may process the data where it is necessary for a legal obligation such as putting in place a guarantee.

HomeLet's full privacy notice

This notice explains the most important aspects of how **We** use **Your** data. **You** can get more information about this by viewing **Our** full privacy notice online at www.homelet.co.uk/privacy-notice/ or request a copy by emailing dataprotection@barbon.com. Alternatively, **You** can write to Us at: Hestia House, Edgewest Road, Lincoln, LN6 7EL

AmTrust Specialty Limited's Privacy Statement

AmTrust Specialty Limited (AmTrust) will keep **your** personal information safe and private. AmTrust follows all laws that protect **your** privacy. Under the laws, AmTrust is responsible for handling **your** personal information as Data Controller. Here is a simple explanation of how and why it does this. For more details visit the website at www.amtrustinternational.com/dpn

What AmTrust does with your personal information

There are different reasons for using **your** information. AmTrust will need it to:

- give **you** this policy.
- contact **you** to ask if **you** want to continue with the policy.
- protect both **you** and AmTrust against fraud and money laundering.
- follow the law and any regulations that apply.

AmTrust might need **your** information:

- to run through its computer systems to see if it can offer **you** this policy.
- to help **you** if **you** have any queries or want to make a claim.
- to give **you** information, products, or services that **you** ask for.
- for research or statistics.

Some personal information is very private or sensitive. For example, information about **your** health or any criminal convictions **you** might have. AmTrust might need this kind of information to decide if it can offer **you** this policy, or to help **you** with a claim. It will only use this type of information for these specific reasons and will follow any rules that it has to.

AmTrust might need to share **your** information with companies and people who provide a service to it, or to **you** on its behalf. It will only do this if the law allows it to. This includes, for example:

- companies in the AmTrust group and people it works with.
- reinsurers, insurance brokers, insurance reference bureaus and agents.
- credit and fraud agencies.
- medical professionals.
- regulators, and anyone it might need to share the information with by law.

AmTrust might send **your** information outside the UK and European Economic Area for processing and storage. This can include to the USA and Israel. It makes sure that **your** information is stored safely and processed in line with the law and this notice.

You can ask AmTrust to:

- provide **you** with the information it has about **you**.
- restrict or stop processing **Your** information in certain occasions.
- correct any mistakes or make updates.
- delete **your** information (although there are some things it cannot delete).
- give **your** information to someone else involved in **your** policy.
- not use **your** information for marketing.

If **you** think AmTrust has done something wrong with **your** information, **you** should speak to the local data protection authority.

AmTrust will:

- not keep **your** information longer than it needs to. This is usually up to 10 years after **your** policy ends.
- only keep **your** information longer than 10 years if there is a business or regulatory reason for doing so.

If **you** have questions about how AmTrust uses **your** information, contact its Data Protection Officer. The contact details are on the website - www.amtrustinternational.com/dpn

Definitions

Words in bold and starting with a capital letter within this **Policy** have meanings below.

Agent

The person(s) or company appointed by the **Landlord** to manage the **Tenancy** on the **Landlord's** behalf.

Applied Excess

This is an excess **We** can apply at **Our** discretion if **You** do not follow certain terms of this **Policy**. If **You** agree to this, **We** will pay a claim that **We** would otherwise not cover. The additional **Excess** will be the difference between:

1. the costs **You** would have had if **You** had fulfilled **Your** obligations under the **Policy**, and
2. the higher actual cost due to not meeting those obligations.

You must agree to the **Applied Excess** before **We** deduct it from **Your** claim payments. If the **Applied Excess** is not agreed by **You**, the claim will not proceed.

Arrears

Any part, or full **Rent** payment or cumulative **Rent** payments, that are not paid on the due date stated in the **Tenancy**. The first date of Arrears is the date the **Tenant** first failed to pay any part of the **Rent** on the due date.

Counterclaim

Any claim by the **Tenant**, whether in set-off or not, related to the **Property** and/or **Tenancy** that is brought in the same **Proceedings** as those issued by the **Professional Adviser**, **You** or on **Your** behalf under the claims procedure in this **Policy**

Data

Information, facts, concepts, code or any other kind of information that is recorded or transmitted in a way that can be used, accessed, processed, transmitted or stored by a **System**.

Deed of Guarantee/Guarantors Covenant

A legally binding, signed and (if needed) independently witnessed document that confirms the **Guarantors** commitment to guarantee the **Tenants'** obligations, under the **Tenancy**, for the duration of the **Tenants'** occupation of the **Property**.

Defence

The **Tenant**, or someone acting on their behalf, objects to the **Proceedings** brought against them by **Us**

Denial of Service Attack

Any actions that can damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **Systems**. Denial of service attacks include, generating excess traffic into network addresses, exploiting system or network weaknesses, creating excess or non-genuine traffic between networks and the procurement of such actions or instructions by other **Systems**.

Deposit

A sum of money equal to at least 1 month's **Rent** as stated in the **Tenancy**. This amount must either:

- i. be held in a Tenancy Deposit Scheme or
- ii. be held in a separate policy of indemnity, or nil **Deposit** scheme.

This sum should be made available to **Us** without prejudice. The **Deposit** or scheme must be available to **Us** in the event of a claim. If any amount is not available to **Us**, an **Applied Excess** reflecting the amount of **Deposit** that should have been held will be automatically applied at point of claim.

Event

One of the following:

- i Arrears due to the **Tenant** or any **Guarantor**, failing to pay all or part of the **Rent**.
- ii occupation of the **Property** by unknown persons, or persons allowed into occupation by a lawful **Tenant** but without gaining permission;
- iii the **Tenant(s)** does not vacate after a valid, possession notice has been served according to the law within the **Territorial Limits**;
- iv an incident or circumstances which is in breach of the terms of the **Tenancy** and leads to a claim for possession under the grounds listed within the appropriate legislation.
- v loss of rental income if the **Tenant** disputes a rental increase at First-tier Tribunal after the expiry of a valid Section 13 Notice served according to relevant legislation and where the Tribunal rules in the **Landlord's** favour.

each of i – v with **Reasonable Prospects of Success**.

Excess

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

Guarantor

A person who:

- is named as a **Guarantor** on a **Deed of Guarantee/Guarantors Covenant** for a named **Tenant**
- has received a **Satisfactory Reference**
- permanently lives in the United Kingdom

Hacking

Unauthorised access to any **System** whether owned by **You** or not

Insurer

AmTrust Specialty Limited

Inventory

A detailed report that shows the condition of the **Property** and its contents, including photographic evidence. If a valid **Inventory** cannot be provided at point of claim, **We** may apply an **Applied Excess**.

Landlord/ You/ Your

The person(s) or company who owns or holds an interest in the **Property** providing them with the right to possession, 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 of **Rent** that **We** will pay for all **Events** during any **Period of Cover** as shown in the **Schedule**.

Limit of Professional Costs

The maximum amount of **Professional Costs** that **We** will pay for an **Event** during any **Period of Cover**, as shown in the **Schedule**.

Monthly Benefit

This is the amount **We** will pay **You** each month in the event of a successful claim and as stated in the **Schedule**.

Offer

This has the same meaning as defined by Part 36 Civil Procedure Rules 1996.

Period of Cover

The **Policy** is effective for the time stated in the **Schedule** or until this **Policy** is cancelled.

Phishing

Any access or attempted access to **Data** through misrepresentation or deception.

Policy

Your contract of insurance with the **Insurer**, AmTrust Specialty Limited.

This **Policy** wording, the **schedule** and any endorsement together form the contract.

Polluting or Contaminating Substance

Any solid, liquid, gaseous or thermal substance that can irritate or contaminate. This includes, smoke, vapour, fumes, acids, alkalis, chemicals, dust, legionella bacteria and other micro-organisms or pathogens and waste including material to be recycled, reconditioned or reclaimed.

Pollution or Contamination

All pollution or contamination of buildings or other structures or of water or land or the atmosphere arising from any **Polluting or Contaminating Substance**.

Premium

The total of all instalments or single full amount due to **Us** for the entire **Period of Cover** as shown in the **Schedule**.

Proceedings

Civil Court action and Arbitration including any appeals that come from it.

Professional Adviser

We will appoint a **Professional Adviser** from an appropriately regulated firm in the relevant **Territorial Limit**.

Professional costs

Fees, costs and disbursements, that are necessary and properly incurred by **Us** in respect of an **Event** by the **Professional Adviser**.

Property

The residential premises shown in the **Schedule** as the rental address in the **Tenancy**.

Reasonable Prospects of Success

A greater than 50% chance of success in the **Proceedings**, **Defence** or **Counterclaim** decided according to the terms of this **Policy**.

Rent

The monthly amount payable under the **Tenancy** to rent the **Property**, that is paid by the **Tenant**. This does not include any bills or fees.

Satisfactory reference

A HomeLet Enhance reference report that shows 'acceptable' or 'acceptable with condition.' All conditions must be met. **We** cannot accept a credit check only as a **Satisfactory Reference** for this product. References carried out by third parties may be acceptable providing the provider has been approved by **Us**. All conditions must be met and any conditional documents must be produced and satisfy requirements in the event of a claim, for example proof of earnings should match or exceed the income disclosed for that **Tenant** or **Guarantor**.

Schedule

The document that shows:

- **Your** name and address;
- the **Property** address;
- the **Period of Cover**;
- the sections and cover that are in force;
- the **Premium You** must pay;
- details of any extensions or endorsements.

Start Date

The date shown as the Start Date in the **Schedule**.

System

Computer, hardware, software, communications system, electronic device (including, for example, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility or other equipment or component or system or item which processes, stores, transmits or receives **Data**.

Tenancy

A written record of the agreement to occupy the **Property** which is either:

- a. an Assured Periodic Tenancy as defined in the Housing Act 1988 and subsequent amendments;
- b. a Private Residential Tenancy as defined in the Private Housing (Tenancies) (Scotland) Act 2016;
- c. a Standard Occupation Contract as defined in the Renting Homes (Wales) Act 2016, but not Introductory Standard Contracts, Prohibited Conduct Standard Contracts or Secure Contracts;
- d. a Private Tenancy as defined under The Private Tenancies (Northern Ireland) Order 2006;
- e. a legally binding company let agreement prepared with due care and skill where the **Property** is occupied by the director of the company, or by an employee of the company. or;
- f. any other written agreement agreed in writing by **Us**.

Tenant

The occupier(s) of the **Property** who has signed a legally binding **Tenancy** and received a **Satisfactory Reference** before moving into the **Property**. Permitted Occupiers are not classed as a **Tenant**.

A permitted occupier is a person occupying the **Property** as a lodger, or sub-holder of the **Tenant**, or they are not a lodger or sub-holder but are permitted by the **Tenant** and **Landlord** to live in the **Property**.

A contract holder as defined in the Renting Home (Wales) Act 2016

Territorial limits

England, mainland Scotland, Northern Ireland and Wales.

Terrorist Act

Any act of a person or group aimed at overthrowing or influencing of any government. It can also involve instilling fear in the public through threats, force or violence or other means.

Vacant Possession

The date when possession of the **Property** is returned to the **Landlord**. The following acts, though not a complete list, are likely to constitute the return of possession:

- the return of the keys to the **Property**, if the **Tenant** offers to surrender keys, **You** and/or anyone working on **Your** behalf must accept them; and/or
- confirmation from the **Tenant(s)** that they have left the **Property**; and/or
- the **Tenant(s)** are removed from the **Property** through legal means by the court bailiff and the **Property** has been secured against re-entry.
- a reasonable defensible position of abandonment.

Vacant Possession Payment

Payment made following **Vacant Possession** which will be equal to 75% of the monthly **Rent**.

Virus

Program code, programming instruction or any set of instructions, designed to damage, interfere with, or monitor computer programs, **Systems**, **Data** or operations. This includes methods that may self-replicate, such as trojan horses, worms and logic bombs. It also covers exploiting bugs or vulnerabilities to cause harm as described above.

We/Our/Us

Barbon Insurance Group Limited trading as HomeLet who administers this policy on behalf of the **Insurer**, AmTrust Specialty Limited

Rent Guarantee Cover

Conditions

We will pay:

1. **Your Monthly Benefit**, up to the maximum number of months shown in the **Schedule** or until **Vacant Possession** is gained, whichever happens first. This is subject to the **Arrears** starting within the **Period of Cover** and action is taken promptly to gain **Vacant Possession** of the **Property** and/or recover unpaid **Rent**. While **You** may hold the **Tenant** liable for any **Rent** or charges after the **Vacant Possession** has been obtained, this will not be covered under the **Policy**.
2. If **We** accept a claim where **Arrears** are present, when **You** get **Vacant Possession**, **You** may be eligible for **Vacant Possession Payment**. Where **You** are eligible:
 - a. **We** will pay an amount equal to 75% of the monthly **Rent** from the date **Vacant Possession** has been gained:
 - i. for up to 3 months, or
 - ii. until **You** let the **Property** on a new **Tenancy**, whichever happens first. This is subject to the **Property** being advertised or re-marketed for letting.
 - b. **You** must set the **Rent** in line with the current market value for the **Property**.
 - c. **You** (or anyone acting for **You**) must accept any reasonable offer of **Tenancy** that exceeds 85% of the previous **Rent**. **You** do not have to accept offers from a **Tenant** and **Guarantor** **We** have taken action against in this, or the last, **Period of Cover**
3. If the **Tenant(s)** challenge a **Rent** increase at First-tier Tribunal, **We** will pay the difference between the current **Rent** and the new amount determined as payable by the First-tier Tribunal. This payment covers the period from the date the Section 13 Notice expires to the date the **Rent** becomes payable by the **Tenant**, as per the Tribunal determination. The following conditions apply:
 - a. The First-tier Tribunal rules in **Your** favour enforcing the **Rent** increase
 - b. A section 13 notice has been served on the **Tenant(s)** in accordance with legislation and the notice period has expired
 - c. **You** must ensure that all **Rent** increases are handled within the current regulation and are not completed within the first 12 months of the **Tenancy**. After the first 12 months of the **Tenancy**, **Rent** can be increased by no more than 10% every 12 months.
 - d. If the **Rent** does exceed the amounts stated in c above, then **You** must provide evidence to **Us** that confirms:
 - i. the **Tenant's** gross monthly income is at least 2.5 times the applicable share of **Rent**, and for **Guarantors** is at least 3 times the applicable **Rent** share, and/or;
 - ii. there have been no **Arrears** or late payments of **Rent** exceeding 7 days over the last 12 months.
 - e. The claim for the **Rent** difference is made within 31 days of the First- tier Tribunal determination.
4. **Monthly Benefit** and **Vacant Possession Payment** due under:
 - a. In respect to clauses 1 and 2 of this section will be paid:
 - i. at a rate of 1/365th of 12 times the monthly **Rent** for each continuous day of **Arrears**
 - ii. at a rate of 1/365th of 12 times the monthly **Rent**, multiplied by 0.75 for each continuous day that the **Vacant Possession Payment** is payable following **Vacant Possession**.
 - iii. monthly in arrears and will only be paid if the terms and conditions of this **Policy** are met.
 - iv. **Monthly Benefit** payments will start to be paid to **You** once the **Arrears** exceed £250
 - b. In respect to clause 3 of this section will be paid as follows:
 - i. The difference between the rental value stated in the tenancy and the new rental value stated on the Section 13 notice at a rate of 1/365th of 12 times the monthly **Rent** for each continuous day between the expiry date of the Section 13 and the First-tier Tribunal determination date.
 - ii. Payable following the evidence of the determination from the First-tier Tribunal has been received by **Us**.

Exclusions

We will not provide **Monthly Benefit** or **Vacant Possession payment** for:

- i. **Rent** once the **Property** is re-let
- ii. periods when the **Property** is not advertised or re-marketed for letting following **Vacant Possession**.
- iii. periods following **Vacant Possession** where the **Property** is advertised for sale, under a contract for sale, or where possession was gained under ground 1a of the Housing Act 2004 (as amended or superseded).
- iv. any interest on **Arrears**
- v. Any Tenancy managed by a party not associated with the original Tenancy
- vi. **Rent** that the court rules is not payable by the **Tenant** or **Guarantor** or is not considered lawfully due, except those amounts relating to **Event v**.

- vii. **Rent** that exceeds the total rental amount shown on the **Satisfactory Reference** documents in the first **Period of Cover**
- viii. **Rent**, where the monthly **Rent** noted on the **Tenancy** exceeds the monthly **Rent** due under the **Tenancy** in the previous 12 months by more than 10% unless evidence of up to date affordability for each **Tenant** can be provided
- ix. **Rent** withheld due to set off for compensation under section 87 and 88 of the Renting Homes Wales Act 2016
- x. Periods when the Property is unoccupied due to necessary refurbishment or other works not caused by the **Tenant**, unless the **Tenant** has been relocated at the **Landlords** own cost.
- xi. **Rent** increases where the **Rent** has been increased more than once within a 12-month rolling period
- xii. Any claim where the **Deposit** clears 100% of the **Arrears** and no **Monthly Benefit** was paid out under condition 1 of this section of the **Policy**.

Limit of Indemnity

The most **We** will pay for all claims resulting from one or more **Events** occurring at the same time or from the same cause is up to the limit shown in the **Schedule**. This is payable 30 days in arrears.

We will not be liable for any **Excess** or **Applied Excess** shown in the **Schedule**.

Rent Guarantee Claim Procedure

If **You** fully follow the procedure in this section, **We** will pay the following claim related expenses at no extra cost to **You**:

- a) **Professional Costs** that cannot be recovered, related to a civil claim from an **Event** during the **Period of Cover** and within the **Territorial Limits**
- b) **Professional Costs** for taking action to reduce the costs, duration and/or chances of future **Events**.

Consent Precedent to Our Liability

Our payment of **Professional Costs** depends on:

- i. there being **Reasonable Prospects of Success** and
- ii. the specific circumstances must make it reasonable to pay for **Professional Costs**

We may ask for an opinion from counsel at **Your** expense regarding the merits of **Proceedings**. If the claim is later accepted, **Your** costs for getting this opinion will be covered under this **Policy**.

If **You** choose to start or continue **Proceedings**, **Defence** and/or **Counterclaim** that **We** have declined to support under i or ii above and **You** succeed, **We** will pay **Professional Costs** and any **Monthly Benefit** or **Vacant Possession Payment** due under this **Policy** as if **We** had supported **You** from the start. In all cases **We** will not pay **Your Professional Adviser** more than **We** would have paid **Our** own **Adviser**.

Conduct of the proceedings

1. For any claim where a **Professional Adviser** is needed, **We** will appoint one to act under the terms of the **Policy**.
2. **You** and the **Agent** must keep **Us** updated on progress of the case. If **You** fail to inform **Us** and the **Professional Adviser** quickly about any developments in the claim or **Proceedings**, **Defence**, and/or **Counterclaim** **We** may stop **Your** cover under this **Policy**. Additionally **Professional Costs** may not be paid and **You** might have to repay any **Professional Costs** or **Monthly Benefit** paid by **Us**.
3. If court papers are issued (or received), or if there's a conflict of interest, **We** will suggest an alternative **Professional Adviser** for **You** to consider.
4. Any representative will be appointed to act on **Your** behalf regarding **Your** liability under the contract related to the **Property**.
5. Before **We** agree that **Proceedings** are needed, **We** may try to reach a settlement. This aims to resolve the claim quickly. If **You** unreasonably refuse a settlement **Monthly Benefit**, **Vacant Possession payment** and in some cases cover, will stop.

Withdrawal and discontinuance

1. If **You** or anyone acting for **You**, withdraws from or stops the **Proceedings**, **Defence** and/ or **Counterclaim** without the **Professional Advisers** agreement, then **You** must pay any **Professional Costs** incurred, **Monthly Benefit** paid and third party costs.
2. If **We** or the **Professional Adviser** decide to stop acting under the terms of this **Policy** due to a breach by **You** or anyone acting on **Your** behalf, then **Our** expenses and cover will end at immediately. This is unless **We** agree to continue the claim and appoint another **Professional Adviser**. Any **Professional Costs** incurred, **Monthly Benefit** paid and any third party costs will then be **Your** responsibility and recoverable from **You**. To be clear, **We** will not seek to recover these costs from any third party.

Cooperation

1. **You** will co-operate with **Us** and the **Professional Adviser** at all times and reply quickly to any correspondence related to the claim. **You** will provide all requested information to **Us**, and the **Professional Adviser** within 7 days of first request and meet with them whenever requested.
2. **You** or the **Professional Adviser** must notify **Us** right away if a conflict of interest arises between **You** or the **Agent** and **Us**.
3. If **We** ask, **You** will instruct the **Professional Adviser** to submit their bill of costs for taxation by the court or certification by the relevant professional body.
4. **You** shall allow **Us** to make all reasonable attempts to recover costs from a third party
5. With **Our** agreement **You** must take every step to recover **Professional Costs** that **We** pay. Any **Professional Costs** recovered from the **Tenant** or **Guarantor** must be paid to **Us** immediately.
6. **You** or the **Agent** must attend any court hearing if required by the appointed **Professional Adviser** at **Your** own expense. Attendance may be requested for hearings related to recovery action taken by **Us** including enforcement applications after **Vacant Possession** of the **Property**.
7. If **You** or the **Agent** cannot attend a court hearing when needed, **We** reserve the right to recover all **Professional Costs** incurred. This includes any costs from the **Professional Adviser** removing themselves from the court record. In some cases, **We** may also seek repayment of **Monthly Benefit** paid.

Rights to information

1. **We** will have direct access to the **Professional Adviser** at all times and have access to any information, **You** or anyone acting on **Your** behalf provide to the **Professional Adviser** relating to the **Proceedings, Defence** or **Counterclaim** whether it is privileged or not.
2. **We** must be notified immediately in writing by **You** or the **Professional Adviser** about any **Offer** made. If **We** believe the outcome of the **Proceedings, Defence** or **Counterclaim** to be equally or less favourable to **You** than the **Offer**, **We** will not be liable for any further **Professional Costs** or **Monthly Benefit** or **Vacant Possession Payment**.

Exclusions

We will not cover any claim or pay any expenses:

- a. where there are no **Reasonable Prospects of Success**
- b. for an application for a Judicial Review or for an appeal unless **We** have given **Our** prior written consent to such costs
- c. for any dispute with the successor of the occupation contract following the death of the sole **Tenant**
- d. for any possession claim the court deems to be retaliatory

Limits

1. **We** will not pay for **Professional Costs** that are:
 - a. incurred in any legal action not related to an **Event**
 - b. caused by avoidable correspondence
 - c. above the **Limit of Professional Costs**
 - d. above those which **We** approved beforehand in line with this **Policy's** terms
 - e. related to any claim where **You** could claim indemnity under any other policy or guarantee, even without this **Policy**.
 - f. related to costs owed or awarded to the **Tenant** or other party.
2. **We** will not be liable for any **Excess**.
3. The most **We** will pay for all claims resulting from one or more **Events** happening at the same time or from the same cause is up to the **Limit of Indemnity** shown in the **Schedule**.

Rent Guarantee - General Exclusions

These exclusions apply to the whole **Policy** unless otherwise stated.

1. This **Policy** will not cover any claim:
 - a) if the **Event** happens within (and including) the first 60 days of the **Start Date**, and the **Tenancy** began before the first **Period of Cover**. This is unless **We** agreed to cover it in writing before the first **Period of Cover** started or if **You** had similar insurance cover, for the same **Tenancy** right before this **Policy** began. **You** must provide proof of this when reporting a claim.
 - b) if the **Event** happens, or exists outside the **Period of Cover**
 - c) if it relates to any circumstances happening or existing before the **Start Date** that **You**, or **We** reasonably believe **You** should have known could lead to a claim
 - d) if the **Event** happened because someone other than the **Tenant** or **Guarantor** did not meet their obligations in the **Tenancy**.
 - e) where **You** or the **Agent** have not complied with any applicable legislation enacted by central or local government in relation to rented accommodation. This includes, for example:
 - i. holding a valid license application where the **Property** falls within a compulsory licensing area
 - ii. being registered or holding memberships under applicable bodies or schemes
 - iii. re-letting the property within 12 months of gaining possession under ground 1a of the Housing Act 2004 (as amended or superseded)
 - iv. where an improvement notice has been served by the local authority
 - f) where the **Event** relates to a Company Let and the occupiers of the **Property** are not employed by, or are directors of the **Tenant** company
 - g) for **Professional Costs** unless:
 - i. **We** have agreed to this beforehand, and
 - ii. while **Reasonable Prospects of Success** in the **Proceedings, Defence** and/or **Counterclaim** remain.
 - h) where **You** or anyone acting on **Your** behalf harms the **Reasonable Prospects of Success** in the prosecution, settlement of the **Proceedings, Defence, Counterclaim** or harms the **Insurers** financial position in any way.
 - i) where **You** or the **Agent** acts without **Our** consent or against **Our** or the **Professional Advisers** advice
 - j) where any conditions in the **Satisfactory Reference** are not met.
 - k) that is false, fraudulent or arises from any deliberate criminal act or significant omission by **You** or anyone acting for **You**.
 - l) arising from or relating to a dispute or conflict of interest between **You** and any other party including **Us** unless **We** have agreed otherwise.
 - m) arising from or relating to:
 - i. the compulsory purchase, placing of restrictions or any other action by any government, public or local authority
 - ii. subsidence, mining or quarrying activities
 - iii. planning law including the Town and Country Planning Legislation
 - iv. the construction of or structural alteration to buildings or parts of buildings
 - v. matters under the jurisdiction of the Property Chamber of the First-Tier Tribunal, unless cover is specified in the Rent Guarantee section of this **Policy**.
 - vi. libel or slander or malicious falsehood
 - n) falling within the jurisdiction of a Rent Assessment Committee, the lands tribunal or the leasehold valuation tribunal
 - o) relating to the payment or non-payment of service charges as defined in the Landlord and Tenant Act 1985 (as amended)
 - p) for damages, interest, fines, penalties, or compensation which are ordered to be paid to the **Tenant** by a court or other authority.
 - q) which is caused by or linked to non-compliance with current laws and regulations such as, The Gas Safety (Installation & Use) Regulations 1998, The Electrical Equipment (Safety) Regulations 1994 or The Furniture & Furnishings (fire) (Safety) (Amendment) Regulations 2010, including any amending or superseding legislation
 - r) which is caused by or linked to the failure to address hazards or take actions mentioned in any notice or request, issued by a local authority relating to the **Property** and within the specified timescales.
 - s) which is caused or linked to the **Landlords** obligations in Section 11 of the Landlord and Tenant Act 1985 including any amending or superseding legislation
 - t) caused by any disputes or legal proceedings arising from, or related to a **Terrorist Act**
 - u) arising from any consequences of **Pollution or Contamination**.

- v) Where the **Tenancy** is in Wales, is a Standard Occupation Contract and:
 - i. the claim is for costs due to the termination of an occupation contract by a contract holder in response to a repudiatory breach.
 - ii. the claim is for reasonable relocation expenses resulting from possession claims made under section 160 of the Renting Homes Wales Act 2016, Estate Management Grounds
 - iii. there is no evidence that the **Tenant** received a written statement of the **Tenancy** within the required timescales.
 - iv. the **Tenancy** lacks the necessary fundamental terms or key matters
- w) for additional costs relating to the **Tenancy** that are not considered **Rent** i.e. car parking payments, utility bills etc.

2. Radioactive contamination

This **Policy** does not cover any damage, **Event**, injury or liability caused by or linked to:

- i. ionising radiation or contamination from any nuclear fuel or from any nuclear waste arising from burning nuclear fuel, or
- ii. the radioactive toxic explosive or other dangerous effect of any explosive nuclear equipment or nuclear part of that equipment

3. War and similar risks

This **Policy** does not cover

- a) Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property ordered by any government, local or public authority
- b) Any direct or indirect consequence of **Terrorism** as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- c) Any direct or indirect consequence of:
 - i. Irradiation or contamination by nuclear material, or
 - ii. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter, or
 - iii. Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

4. Nationalisation

This **Policy** does not cover any damage, **Event**, injury or liability caused by or linked to nationalisation, confiscation seizure, destruction, requisition or detention by any Government, municipal, local customs or public authority.

5. Sanctions

The **Insurer** will not cover or pay any claim or provide any benefit under this insurance if doing so would expose it to any sanction, prohibition or restriction under United Nation resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

6. Electronic Risks

This **Policy** does not cover any **Event** that is caused directly or indirectly by:

- a) loss, damage or destruction, alteration or reduced functionality of any **System** whether owned by **You** or not. This includes tangible or intangible items such as **Data**. Causes can include by programming or operating errors by any person, malicious acts, **Virus**, **Hacking**, **Phishing**, **Denial of Service Attack** or failures of external networks.
- b) loss, reduction in functionality, alteration, modification, distortion, erasure or corruption of **Data**. This includes any unauthorised access to repair, replacement or reproduction of **Data** along with any related value of such **Data** regardless of whether it is caused by **Hacking**
- c) any misinterpretation, use or misuse of **Data**
- d) unauthorised sharing of **Data** to any third party or sending of any **Virus**
- e) loss, damage or destruction of any other property caused by or linked to a cause described in a, b, c or d of this exclusion
- f) loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation as a means of inflicting harm, of any computer, computer system, computer software programme malicious code, computer virus or process of any other electronic system.

7. Terrorist Act

We will not pay a claim linked to any dispute or legal actions connected to any direct or indirect effects of **Terrorism** as defined by the Terrorism Act 2000 and any amending or substituting legislation

8. Date Recognition

This **Policy** does not cover loss, destruction or damage caused by, or linked to the failure of equipment (including hardware and software) to recognise any given date correctly, to process data or to operate properly due to this failure. However **We** will cover subsequent damage which results from a Defined Peril covered by this section, For the purposes of this exclusion the following defined term shall apply -

Defined peril

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any road vehicle or animal

Rent Guarantee - General Conditions

These conditions apply to the entire Policy unless stated otherwise

1. **We** will act in good faith in all **Our** dealings with **You**. The payment of claims is dependent on:
 - a. **Your** own observance of the following
 - i. complying with the terms and conditions of the **Policy**
 - ii. giving all necessary information and assistance that **We** may need
 - iii. taking steps to keep the claim amount as low as possible
 - iv. taking steps to ensure the claim can be resolved quickly and reduce the **Insurers** liability while staying within the terms of the **Policy**.
 - v. the rights under this **Policy** cannot be transferred to anyone other than **You**
 - vi. the **Policy** cannot protect any person other those described in the **Schedule**
 - vii. the benefit cannot be paid to anyone else or in any way other than as described in the **Policy**.
 - viii. procuring any necessary actions or consents as required by **Us**.
 - b. **You** recognising **Our** rights
 - a. to take over and handle, in **Your** name, the negotiation and/or settlement of any claim, **Proceedings**, **Defence** or **Counterclaim** at any time.
 - b. to take **Proceedings** at **Our** expense, and recover for **Our** benefit any payment made or costs incurred under this **Policy**
 - c. to not be bound by any agreement **We** are not a part of;
 - d. to apply an additional **Applied Excess** to any accepted claim where handling costs or **Arrears** have risen due to any act, error or omission by **You** or anyone acting on **Your** behalf.
2. **Claims Procedure**

You may report, give instruction and stay updated on the claims progress (subject to the standard terms of any **Professional Adviser**). **You** must meet the following obligations:

 - a. If **You** become aware of a potential claim, **You** must notify **Us** within 31 days after the **Event** occurs or no later than 31 days after the first **Arrears** accrue, whichever comes first. **You** must provide a full and honest account of the claims details along with the supporting documents listed in the How to Claim section of the **Policy** wording.
 - b. If an **Event** occurs relating to **Arrears** the **Tenant** must be contacted within 7 days of the **Rent** falling due to find out why the **Rent** is unpaid. A record of this contact should be created and held by **You** or the **Agent**.
 - c. If the **Rent** is still unpaid the **Tenant** must be contacted within a further 7 days, to see if they are still in the **Property**. The **Guarantor** must be informed, and a record of this contact should be created and held by **You** or the **Agent**.
 - d. If **You** or the **Agent** cannot reach the **Tenant** or **Guarantor**, and it is lawful to do so, **You** or the **Agent** must serve notice to carry out an inspection. **You** should seek legal advice if **You** are unsure that such an inspection is lawful.
 - e. If following an inspection of the **Property** there is no evidence that the **Tenant(s)** still occupy the **Property**, **We** may consider that **You** have **Vacant Possession** and cease further payments of **Monthly Benefit**.
 - f. If a claim arises **You** or the **Agent** must provide requested documents and/or evidence to **Us** or the **Professional Adviser** at **Your** own cost. This should be done within 7 days of the request the date.
 - g. **You** should inform **Us** if the **Tenant** or **Guarantor** makes any part payment of **Rent** after **You** notify **Us** of a claim. This should go towards the earliest **Arrears** and not held for a later period. If **We** have already made a payment of **Monthly Benefit**, **You** must repay that amount to **Us** immediately.
 - h. If **You** or the **Agent** place an abandonment notice on the **Property** and take **Vacant Possession** after the notice expires, then **You** shall accept the risks and liability associated with this action. Any costs associated with the abandonment notice shall not be covered by this **Policy**.
 - i. After gaining **Vacant Possession** of the **Property**, **We** will pay the final **Monthly Benefit** after deducting the balance of the **Deposit** available. **We** will determine the final payment based on reasonable written evidence including:
 - i. any details of adjudication of a Tenancy Deposit Scheme or Deposit Replacement Service or product. The adjudication of the **Deposit** made by the provider is final and **We** will adhere to their decision on the **Deposit** use; **You** must submit all dilapidations and outstanding **Arrears** when claiming for funds against the **Deposit**.
 - ii. written agreement from the **Tenant** confirming their liability for any damage
 - iii. a list of repairs and/or damages including costs;
 - iv. a detailed **Inventory** and checkout report with photographs showing the **Property's** contents and condition
 - v. receipted invoices for remedial works completed by contractors

- j. Upon **Our** agreement **You** can deduct **Your** costs from the **Deposit** for damage caused by the **Tenant** that goes beyond usual wear and tear. The remaining balance will cover the **Monthly Benefit** paid by this **Policy** then any **Professional Costs We** incurred. After receiving the required documentation specified in 2i **We** will arrange any final payment due. **You** must not deduct **Agent** fees, re-letting fees, or the **Excess** or any **Applied Excess** incurred under this **Policy** or any other outstanding bills or balances, from the **Deposit** where **Rent** is still owed.
- k. If **You** have chosen to replace the traditional cash **Deposit** with an alternative **Deposit** replacement product agreed by **Us** there is a risk that **Your** chosen product will not provide the expected funds. This could happen due to a breach of the product's terms and conditions by **You** or an associated party, or because of the existence of this **Policy**. **We** take no responsibility for how well **Your** chosen option works. In all cases **We** will require the equivalent of one month's **Rent** either supplied to **Us** or be deducted from the claims settlement value under the same. It is **Your** responsibility to ensure that any replacement **Deposit** product works alongside this **Policy**.
- l. Please ensure that the information specified in 2i reaches **Us** within 6 weeks of **Vacant Possession**. If **We** do not receive this information, **We** can use the full **Deposit** to cover any outstanding **Rent**.
- m. In the event that the **Tenant** or their representatives raise a **Defence** and/or **Counterclaim** during the course of the **Proceedings**:
 - i. the **Professional Adviser** will assess the **Defence** and/or **Counterclaim** and recommend a course of action which **You** cannot unreasonably refuse
 - ii. if the **Professional Adviser** finds that following the assessment of the **Defence** and/or **Counterclaim** there are no longer **Reasonable Prospects of Success** because of previously undisclosed facts or circumstances, which were known or that should have been known by **You** or the **Agent**, all cover under this **Policy** will end. **We** may also recover **Our** incurred costs and/or **Monthly Benefit** paid, from **You**.

3. Conditions Precedent to Liability

To be eligible for cover **You** and the **Agent** must follow these procedures:

- a. The **Tenant** can only take possession of the **Property** after a written **Tenancy** has been signed by all relevant parties
- b. **You** must ensure that the **Tenancy** is legally enforceable
- c. **You** must ensure that the **Tenancy** contains valid forfeiture clauses where needed.
- d. You must ensure that all legally required documents are served on the **Tenant** before granting the **Tenancy**. Where this is not the case and it carries a risk of fine, this will not be covered by the **Policy**.
- e. The **Policy** must be active on or before the beginning of the **Tenancy**. The start date of the **Tenancy** should not be more than 60 days after the **Satisfactory References** were completed unless agreed by **Us** in writing.
- f. In the event that a **Tenancy** has already started before the policy is active, **You** must be able to provide evidence of **Satisfactory References** and proof that **Rent** has been paid without dispute. Alternatively, show evidence that there has been a previous policy in place and that there has been no break in cover.
- g. Before the **Tenancy** starts **You** must have obtained **Satisfactory References** for each **Tenant** and **Guarantor** (if applicable) either:
 - i. from the HomeLet Referencing Service, or
 - ii. by another licensed referencing service that has been approved by **Us**, or
 - iii. **We** have received the **Tenants** references and confirmed in writing that they are acceptable.
- h. **You** must ensure that all the terms and conditions of the **Satisfactory Reference** have been met.
- i. If there is more than one **Tenant**, their share of **Rent** as stated on the **Satisfactory Reference**, must add up to, or exceed the total monthly **Rent**, provided all conditions of the **Satisfactory Reference** have been met. Full or partial **Rent** must not be taken in advance of the **Tenancy** or paid in bulk sum.
- j. **You** must ensure that all **Rent** increases are handled within current regulation and are not completed within the first 12 months of the **Tenancy**. After the first 12 months of the **Tenancy**, **Rent** can be increased by no more than 10% every 12 months.
- k. If the **Rent** does exceed the amounts stated in j above, then **You** must provide evidence to **Us** that confirms:
 - i. the **Tenants'** gross monthly income is at least 2.5 times the applicable share of **Rent**, and for **Guarantors** is at least 3 times the applicable **Rent** share;
 - ii. there have been no **Arrears** or late payments of **Rent** exceeding 7 days over the last 12 months
- l. If the **Rent** is increased during a claim, then this **Policy** will only cover the rental amount as stated on the **Tenancy** at the point of the first **Arrears**.
- m. **You** must ensure that anyone acting as a **Guarantor** for the **Tenant** has been referenced as stated in 3g. This person must have also signed a legally enforceable written guarantee for the **Tenancy**. This can be a **Guarantors Covenant** for the **Tenancy** or as a separate **Deed of Guarantee**. The **Guarantor** will guarantee the **Tenant's** obligations for the entire duration of their occupancy of the **Property**.

- n. **You** must keep clear and up to date records of all **Rent** due and payments received from the **Tenant**. This includes the date of each payment and details of any complaints made by the **Tenant** along with their resolutions or outcomes
- o. There must be a properly executed **Tenancy** in place that has been signed by all parties.
- p. You must not allow any **Tenant** to occupy the **Property** until **You** collect the first month's **Rent** and the **Deposit** has been collected or otherwise secured
- q. **You** must ensure compliance with the Housing Act 2004 (as amended or superseded) for any cash **Deposit** received in connection with the **Tenancy**
- r. **You** must comply with all conditions of the **Tenancy**
- s. **You** must keep the **Property** in good condition with a regular, documented maintenance and inspection plan. This documentation should be available in the event a claim arises.
- t. You must keep records and provide copies when requests, of all correspondence with the **Tenant(s)** about complaints, repairs, disputes or requests. These records must be available if a claim arises.
- u. **You** must ensure that a detailed **Inventory**/check in report has been completed and signed by all parties.
- v. **You** must not enter into a new **Tenancy** within 12 months of gaining **Vacant Possession** of the **Property** on Grounds 1A of the Housing Act 2004 (as amended or superseded) which relates to the intention to sell a leasehold or freehold in the **Property**.
- w. comply with any mortgage conditions on the **Property**

4. Reasonable Prospects of Success

We or **Our Professional Adviser** may decide that the **Proceedings, Defence** or **Counterclaim** has less than 50% chance of success, which is decided based on the terms of this **Policy**. In making this decision **We** may consider:

- a. amount of money at stake
- b. fact that a reasonable person would not wish to pursue the matter if funding their own legal costs
- c. chances of winning the case
- d. the ability of being able to enforce a judgement
- e. that **Your** interests could be better met in another way.

5. Arbitration

If **We** agree to pay **Your** claim, but **You** disagree with the amount, the difference shall be referred to an arbitrator. **You** and **We** will jointly appoint this arbitrator under the Arbitration Act 1996 or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man. **You** cannot take legal action against **Us** over this disagreement until the arbitrator makes a decision.

The party who loses will pay all arbitration costs. If the decision unclear the arbitrator shall have the power to apportion costs. If the decision is made in **Our** favour, **You** cannot recover costs under this **Policy**.

6. Recoveries

We have the right at any time to recover any **Monthly Benefit** or **Professional Costs** paid out. This includes taking **Proceedings** against the **Tenant** or **Guarantor** or former **Tenant** or **Guarantor**. If **We** or any party recover any amount directly from the **Tenant** or **Guarantor**, from the **Deposit** or through **Proceedings** the funds will be used in the following order:

- i. to **Monthly Benefit** paid by the **Us**
- ii. to legal fees and/or costs incurred by the **Us**

If any balance remains after i and ii have been repaid, it will go to **You**. However this will be subject to a 20% administration charge which will be kept by **Us**.

7. Alteration in Risk

You must tell **Us** right away if **You** become aware of any changes in risk that could affect the **Policy**. **You** may need to pay an additional **Premium** to **Us**.

8. Termination

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

- a. the end of the **Period of Cover**
- b. **Your** cover under the **Policy** is cancelled.
- c. **Your** failure to pay the **Premium**
- d. **You** express threats to **Our**, or the **Insurers** staff

9. Fraud

If **You** or anyone acting on **Your** behalf makes a fraudulent claim under this insurance, **We** may:

- a. not pay **Your** claim
- b. recover any payments **We** have already made in respect of that claim; and
- c. cancel **Your** insurance from the time of the fraudulent act; and
- d. inform the police of the fraudulent act

If **We** cancel **Your** insurance due to fraud, **We** will not pay any claims for any incident that occurs after that time.

Also **We** may not return any of the **Premium(s)** **You** already paid.

10. Other Insurances

Other insurance

If **You** have another **Policy** that would also cover **Your** claim, **We** only have to pay **Our** share of the claim. So that **We** can recover any money that is more than **Our** share of the claim, **You** must:

- tell **Us** that **You** have the other insurance policy, and
- give **Us** full details of it, and
- let **Us** take all necessary steps to enforce it in **Your** name

Subrogation

If **You** make a claim on this **Policy** and **You** have rights that **You** can enforce against someone else, **You** must:

- take all necessary steps to enforce those rights for **Our** benefit, or
- let **Us** take those steps in **Your** name

This is so that if the other person is liable to pay towards the claim, **We** can recover any money that **We** have paid or might have to pay. **You** must also let **Us**, in **Your** name, take over, conduct, defend and settle any claim against **You** that **We** may be liable for.

Doing this will not affect **Your** claim with **Us**. If there are any costs for taking these steps, **We** will pay them,

11. Notice

Any notice under these terms and conditions must be either delivered personally or sent by first-class post. Each parties service address is: for a company, its registered office; for an individual, their home address or any other previously notified address. A notice is considered to have been served as follows:

- a. if delivered in person, at the time of delivery;
- b. if posted, at the expiration of 48 hours after given to the postal authorities (or 7 days by airmail).

12. Contracts (Rights of Third Parties) Act

No party to this **Policy** intends that any term of this **Policy** should be enforceable by the Contract (Rights of Third Parties) Act 1999 or equivalent legislation in Scotland, the Channel Islands or the Isle of Man by any person, persons or corporate body who is not a party to this **Policy**.

13. Language

The terms, conditions, exclusions and other details of this **Policy** will be in English

