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## Landlord's Rent Guarantee

### Policy Wording

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# Landlord's Rent Guarantee Policy

## Welcome to HomeLet, here's your new Policy.

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

This **Policy** is made up of this wording, the **Schedule**, the Notice to Policyholders and any endorsements issued. It is a contract of insurance between **You** and the **Insurer** by which they agree to cover **You** in respect to the risks set out in the sections of this **Policy** as shown in the **Schedule**, subject to the terms, conditions and exclusions of this **Policy** and in consideration of **You** paying or agreeing to pay the **Premium**

The documents stated above must be read together. **You** should read all the documents **We** have provided carefully and contact **Us** immediately if this **Policy** does not meet **Your** needs.

## 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 and 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.

## 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](http://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.
- If there are any mistakes or updates, **you** can ask AmTrust to correct them.
- 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](http://www.amtrustinternational.com/dpn)

The **Insurer** is committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation ("Legislation"). For the purposes of the Legislation, the Data Controller is AmTrust Specialty Ltd. Below is a summary of the main ways in which it processes **Your** personal data, for more information please visit the **Insurer's** website at [www.amtrusteurope.com](http://www.amtrusteurope.com).

#### **Sensitive Personal data**

Some of the personal information, such as information relating to health or criminal convictions, may be required by the **Insurer** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for the **Insurer** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in its notice.

#### **How the Insurer uses Your Personal Data and who it shares it with**

The **Insurer** may use the personal data it holds about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide **You** with information, products or services that **You** request from the **Insurer** or which it feels may interest **You**. The **Insurer** will also use **Your** data to safeguard against fraud and money laundering and to meet its general legal or regulatory obligations.

#### **Disclosure of Your Personal Data**

The **Insurer** may disclose **Your** personal data to third parties involved in providing products or services to it, or to service providers who perform services on its behalf. These include the **Insurer's** group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

#### **International Transfers of Data**

The personal data that the **Insurer** collects from **You** may be transferred to, processed and stored at, a destination outside the UK and the European Economic Area ("EEA"). The **Insurer** currently transfers personal data outside of the UK, the EEA to the USA and Israel. Where it transfers **Your** personal data outside of the UK or EEA, the **Insurer** will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation.

#### **Your Rights**

**You** have the right to ask the **Insurer** not to process **Your** data for marketing purposes, to see a copy of the personal information it holds about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask the **Insurer** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

#### **Retention**

**Your** data will not be retained for longer than is necessary and will be managed in accordance with the **Insurer's** data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the insurance contract, or the **Insurer's** business relationship with **You**, unless the **Insurer** is required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning the **Insurer's** use of **Your** personal data, please contact The Data Protection Officer, AmTrust International - please see website for full address details.

## HomeLet's Privacy Notice

**We** are Barbon Insurance Group Limited trading as HomeLet. **Our** ICO registration number is Z6363100 which can be verified on the ICO Data protection public register. [Information Commissioners - Data protection public register \(ico.org.uk\)](https://ico.org.uk/information-commissioners/data-protection-public-register)

The following notice sets out how **We** will use and protect **Your** personal data. **We** are committed to protecting **Your** information and ensure that all policies and procedures followed are done so in accordance with the principles of Data Protection Legislation.

The Data Controller is a person or organisation that determines the purposes and the manner in which any personal data is processed. **We** are the Data Controller for all activities carried out by HomeLet.

#### **How We collect and use Your information**

**We** will only use **Your** information where **We** are allowed to by law e.g. carrying out an agreement **We** have with you, fulfilling a legal obligation because **We** have a legitimate business interest or where **You** agree to it. **We** will never collect special category information about **You** without **Your** explicit consent.

If **We** provide an Agency Account to **You**, including referencing **Your Tenants** and providing **You** with insurance, **We** will collect the information of **Your** business and staff members on the basis of **Our** contractual relationships. The personal data **We** collect will include **Your** name, date of birth, personal address, work telephone number and work email address. **We** will never collect sensitive information about **You** or **Your** employees without **Your** explicit consent.

#### **How long We will keep Your information**

**We** will keep **Your** information for as long as **You** have a relationship with **Us**. After it ends **We** will keep it where **We** may need it for our legitimate purposes e.g. to help **Us** respond to queries or complaints, for claims and legal proceedings to be bought or defended or for other reasons including fighting fraud and financial crime, and responding to requests from regulators.

All **Our** Agency Management records will be retained whilst **Your** account is active and for a period of not more than three years from the date **Your** account is closed.

#### **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.barbon.com/about-us/privacy-notice/](http://www.barbon.com/about-us/privacy-notice/) or request a copy by emailing [dataprotection@barbon.com](mailto:dataprotection@barbon.com). Alternatively **You** can write to the Data Protection Officer, Hestia House, Edgewest Road, Lincoln, LN6 7EL

## 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**.

### How to complain to HomeLet

Many things can be sorted out by speaking to **Us** directly by phone, and often this will usually be enough to put matters right. However, if **You** prefer, **You** can make **Your** complaint in writing, by email or post.

#### Post:

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

#### Phone:

0800 035 8258

#### Email:

customer.experience@homelet.co.uk

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 to 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 commence an investigation and acknowledge **Your** complaint in writing within five 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 four weeks, **We** will write to **You** again with details of the current position;
- If **We** have been unable to resolve **Your** complaint within eight 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, setting out the action **We** are taking

### 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](http://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:

#### 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](mailto:complaint.info@financial-ombudsman.org.uk)

If **You** take any of the actions mentioned above it will not affect **Your** right to take legal action.

## Financial Services Compensation Scheme

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if the **Insurer** is unable to meet its obligations to **You** under this contract. Further information can be obtained from the Financial Services Compensation Scheme PO Box 300, Mitcheldean, GL17 1DY. Tel 0800 678 1100 (Freephone) or 0207741 4100. Website [www.fscs.org.uk](http://www.fscs.org.uk)

## Important Notice – Duty of Disclosure

### Fair Presentation of Risk

Under the Insurance Act 2015 **You** have a duty to make fair presentation of the risk to the **Insurer** before this **Policy** starts, at each renewal and when **You** make any amendment(s) to cover.

This means **You** must:

- a) disclose all material facts of which **You** know or ought to know.
- b) make the disclosure in a reasonably clear and accessible way.
- c) make sure that every material representation of fact is substantially correct and made in good faith.

### What is a Material Fact?

A material fact is Information that would influence the **Insurer's** decision as to whether to insure **You** and, if so, on what terms. For the purposes of the duty of fair presentation, **You** are expected to know the following;

- (a) If **You** are an individual (such as a sole trader or individual partner) what is known to **You** and anybody who is responsible for arranging this insurance, or
- (b) if **You** are not an individual (such as a limited company or partnership):
  - what is known to anybody who is part of **Your** organisation's senior management (this means those people who play significant roles in the making of decisions about how **Your** activities are to be managed or organised or anybody who is responsible for arranging this insurance).
  - what should reasonably be revealed by a reasonable search of the information available to **You**. The information may be held within **Your** organisation (including, for example, subsidiaries, affiliates, the broker or any other person who will be covered under this insurance).
  - If the insurance is intended to insure subsidiaries, affiliates, or other parties, **You** are expected to have included them in **Your** enquiries and inform the **Insurer** if **You** have not done so. The reasonable search may be conducted by making enquiries or by any other means.
- (c) Whether **You** are an individual or not, what should reasonably be revealed by a reasonable search of the information available to **You**.

### Breach of duty

If **You** breach **Your** duty to make fair presentation of the risk to the **Insurer**, then:

- where the breach was deliberate or reckless, the **Insurer** may avoid this **Policy**, refuse all claims and keep all **Premiums** paid.
- where the breach was neither deliberate nor reckless and, but for the breach, the **Insurer** would not have agreed to provide cover under the **Policy** on any terms, the **Insurer** may avoid this **Policy** and refuse all claims, but the **Insurer** will return any **Premiums** paid.
- where the breach was neither deliberate nor reckless and, but for the breach, the **Insurer** would have agreed to provide cover under this **Policy** but on different terms (other than **Premium** terms), the **Insurer** may require that this **Policy** includes such different terms with effect from its commencement, and/or
- where the breach was neither deliberate nor reckless and, but for the breach, the **Insurer** would have agreed to provide cover under this **Policy** but would have charged higher **Premiums**, the **Insurer's** liability for any loss amount payable shall be limited to the proportion that the **Premium** they charged bears to the higher **Premium** that the **Insurer** would have charged.  
For example: if, due to a breach of fair presentation, the **Insurer** charged a **Premium** of £300 but it should have charged £500, then for any claim submitted and agreed at a settlement value of £2,000, **You** will only be paid £1,200.

## Law Applicable to the Contract

The **Policy** will be governed by English Law and **You** and **We** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless **You** as an individual live in Jersey or **You** (as a corporate body) are Jersey registered in which case the law of Jersey will be courts will have exclusive jurisdiction).

# How to claim on Rent Guarantee

In the event that you need to make a claim simply:

log on to your customer portal and select Make a Claim,  
email us at: [claims@homelet.co.uk](mailto:claims@homelet.co.uk) or  
telephone the HomeLet Rent Guarantee claim line on 0330 333 7058.

Lines are open Monday to Friday 9am - 5.30pm. All Rent Guarantee claims will be handled by Us on behalf of the Insurer.

All claims and incidents that may give rise to a claim must be notified to **Us**, along with all supporting documents as set out below no later than 31 days after the **Event** occurs, or in the case of **Arrears** no later than 31 days after the first **Arrears** accrue, whichever is sooner.

A claim will not be deemed as submitted within 31 days unless all required supporting documentation has been received by **Us**.

Please do not ask for help from a lawyer, accountant, or anyone else. Should it be necessary to appoint such a professional, one will be appointed by **Us** as part of the claims procedure. If **You** do, **We** will not pay the costs involved even if **We** accept the claim.

In order for claims to be submitted the following information, which is not exhaustive, will be required, in support of **Your** claim:

- a) a copy of the current **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 applicable;
- d) a copy of the **Satisfactory References** for the **Tenant(s)** and **Guarantor(s)**
- e) evidence that any conditions of the reference reports have been satisfied;
- f) copies of any notices served on the **Tenant(s)** / occupiers;
- g) a clear and accurate **Rent** Statement showing **Rent** payments fell due and the date **Rent** payments were received for at least the preceding two years or during the **Tenancy** if it is less than two years, including amounts due, the amounts paid and excluding any transactions not related to **Rent** due from or paid by the **Tenant**;
- h) copies of any notices issued, and correspondence exchanged including, for example, emails, text messages, paper correspondence, telephone notes that evidence **Your** or the **Agents** attempts to collect unpaid **Rent**. **You** or the **Agent** must contact the **Tenant(s)** within seven days of the first point of **Arrears** and within a further seven days. **You** or the **Agent** must also contact the **Guarantor(s)** within 14 days of the first point of **Arrears**;
- i) evidence that any **Deposit** taken has been properly protected in accordance with legislation
- 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)** when the **Tenancy** went periodic; or last renewed;
- l) copies of all **Tenant(s)** and **Guarantor(s)** photographic identification
- m) a copy of the **Inventory** also described 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 most recent inspection report and any attempt to undertake an inspection in order to ascertain if the **Tenant** still resides in the **Property**;
- p) Confirmation of the following:
  - i. If the claim is not for **Arrears** or Section 21, please provide details of the breach being claimed for;
  - ii. date of service for prescribed information
  - iii. details of any complaints, or maintenance issues raised by the **Tenant(s)** or **Guarantor(s)** in relation to the **Tenancy**.

# Cancellation

## Your cancellation rights

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

Cancellation will take effect from the date **We** receive **Your** cancellation instructions. Provided no claim has been made and there has been no incident known to **You** prior to cancellation date which may give rise to a claim **You** will be entitled to a full refund of the **Premium** paid. Should a claim be submitted after such refund has been provided, payment of the **Premium** in full will be required before **We** can deal with the claim. **We** will only deal with claims occurring during the period commencing on or after the **Start Date** up to the cancellation of this **Policy**.

**You** may cancel this **Policy** at any other time by writing to **Us** to confirm cancellation. **You** will be entitled to the return of a proportionate part of the **Premium** paid in respect of the unexpired **Period of Cover** provided no claim has been made during the **Period of Cover** in which the cancellation is to take effect. If a claim has been made, **We** will deduct the cost of the claim (or the estimated cost where the claim is outstanding) from the refund due. **You** will not be entitled to any refund if:

- there has been an incident known to **You** which may give rise to a claim; or
- the cost of the claim (or the estimated cost where the claim is outstanding) 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 evidence from **You** and incur additional fees to process. In all cases **We** are unable to accept cancellations with an effective date that is prior to the most recent renewal date.

## The Insurer's Cancellation Rights

The **Insurer** has the right to cancel this **Policy** at any time by sending 14 days' notice in writing to **Your** last known address. The **Insurer** will only cancel this **Policy** if:

- i. The **Insurer** suspects fraud (in which case **Your** cover will be cancelled immediately)
- ii. The **Insurer** or **Our** staff are threatened with violence
- iii. **You** do not pay the **Premium** when it is due\*
- iv. If there is a change to the risk which the **Insurer** would not normally accept or **You** do not co-operate with the **Insurer** sufficiently for the **Insurer** to underwrite the risk.

**You** will be entitled to the return of a proportionate part of the **Premium** paid in respect of the unexpired **Period of Cover** provided no claim has been made during the **Period of Cover** in which the cancellation is to take effect. If a claim has been made, the cost of the claim (or the estimated cost where the claim is outstanding) will be deducted from the refund due. **You** will not be entitled to any refund if:

- there has been an incident known to **You** which may give rise to a claim; or
- the cost of the claim (or the estimated cost where the claim is outstanding) exceeds the amount of the **Premium** paid.
- the **Insurer** has legitimate fraud concerns.

\*If the **Premium** is payable by instalments and a payment is not made, HomeLet reserves the right to automatically cancel this **Policy** following any effort made by **Us** to contact **You** to bring payments up to date. HomeLet will give **You** 14 days notice written notice of the cancellation.

# Renewal

**We** will contact **You** prior to the end of **Your Period of Cover** to give renewal details, including the **Policy** terms and **Premium**. At this point **We** will ask **You** to update any of **Your** details that have changed. **We** will issue **You** a new **Policy** when **You** renew.

Each renewal will be assessed on its own merits and **We** may request further information from **You** before **We** can confirm the renewal of the **Policy**.

**We** are not bound to offer renewal of this **Policy**.



## Definition of words

Words which appear in bold and start with a capital letter within this **Policy** will have the meaning given below.

### Agent

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

### Arrears

Any part, or all of, a **Rent** payment or cumulative **Rent** payments, not paid on the date which the **Tenancy** states they are due. Whilst any **Rent** remains outstanding, the first date of Arrears is the date the **Tenant** first failed to pay any part of the **Rent** on the day it was due.

### Counterclaim

Any claim brought against the **Landlord**, whether in set-off or otherwise, in relation to the **Property** and/or **Tenancy** and which is brought in the same **Proceedings** as those issued by the **Professional Adviser**, the **Agent** or the **Landlord** pursuant to the claims procedure in this **Policy**.

### Data

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

### Deed of Guarantee/Guarantors Covenant

Legally enforceable, signed and if applicable independently witnessed confirmation of the **Guarantors** commitment to stand as **Guarantor** or the **Tenants'** obligations, under the **Tenancy**, for the duration of the **Tenants'** occupation of the **Property**.

### Defence

Any **Proceedings** in which the **Tenant**, or an **Agent**/representative acting on their behalf, objects to the same.

### Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **Systems**. Denial of service attacks include, for example, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **Systems**.

### Deposit

A sum of money at least equal to the value of one month's **Rent** as outlined in the **Tenancy**, held in a Tenancy Deposit Scheme and which is made available to **Us** without prejudice, for use as outlined in the description of cover provided by this **Policy**.

### Event

One of the following:

- i the failure of the **Tenant** or where applicable any **Guarantor**, to pay the whole or any part of the **Rent**.
- ii occupation of the **Property** by person or persons unknown to the **Landlord** and/or persons allowed into occupation by a lawful **Tenant** but without the **Landlord's** authority;
- iii The **Tenants'** failure to vacate at the end of the **Tenancy** term, and where a relevant, and valid, possession notice has been served in accordance with the appropriate legislation within the **Territorial Limits**;
- iv an incident or circumstances which is in breach of the terms of the **Tenancy**, and **Tenancy** and gives rise to a claim for possession by the **Landlord**, with **Reasonable Prospects of Success**.

### Excess

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

### Guarantor

The person who is a resident of the United Kingdom, has received a **Satisfactory Reference** and is named as a Guarantor for a named **Tenant** on a **Deed of Guarantee/Guarantors Covenant**.

### Hacking

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

### Insurer

AmTrust Specialty Limited

### Inventory

A detailed report stating the condition of the **Property** and its contents, including photographic evidence.

### Landlord/ You/ Your

The person(s) or company named in the **Schedule** or in the event of their death their legal representative and also, being the person or persons entitled to the reversionary interest in the **Property**, whom enters into a **Tenancy** with the **Tenant**, or in the event of their death an appointed legal personal representative.

### Limit of Indemnity

The maximum amount of **Rent** payable by **Us** in respect of all **Events** occurring during any **Period of Cover** as shown in the **Schedule**. The maximum amount payable by the **Insurer** in respect of all **Events** occurring during any **Period of Insurance** is £50,000.

### Limit of Professional Costs

The maximum amount of **Professional Costs** payable by **Us** in respect of an **Event** occurring during any **Period of Cover**, as shown in the **Schedule**.

**Monthly Benefit**

The sum of money payable each month in arrears by **Us** to **You** 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.

**Penalty Excess**

An excess that may be applied in the event the terms and conditions of this **Policy** have not been met by **You** in order to accept a claim which would otherwise be declined. The amount of the excess will be the difference between the costs incurred had **You** carried out **Your** obligations under the **Policy** and the increased actual cost as a result of **Your** actions and **Our** prejudiced position. The penalty excess will be agreed by **You** before being deducted from claims payments.

**Period of Cover**

The period of time this **Policy** is effective as shown in the **Schedule** or until this **Policy** is cancelled.

**Phishing**

Any access or attempted access to **Data** made by means of misrepresentation or deception.

**Policy**

This policy is made up of a number of documents. These documents are the

- i. Policy wording
- ii. **Schedule**
- iii. Endorsements
- iv. Notice to Policyholders

**Polluting or Contaminating Substance**

Any solid, liquid, gaseous or thermal irritant or contaminant including, for example, 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** in consideration of the full **Period of Cover** as shown in the **Schedule**.

**Proceedings**

Civil Court action or Arbitration or Appeal arising therefrom.

**Professional Advisor**

**We** will appoint an appropriately regulated firm in the relevant **Territorial Limit**.

**Professional costs**

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

**Property**

The residential premises shown **Schedule** and specified 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 amount payable under the **Tenancy**.

**Satisfactory reference**

Either:

- a) A HomeLet Enhance or Let Alliance Full reference report showing 'acceptable' or 'acceptable with condition' and any condition is met.
- b) An equivalent reference from another referencing service showing a positive outcome.

For a **Tenant**, either a) and b) above must include:

- Positive references from a previous landlord or managing agent and;
- Financial references that evidences they can afford to pay the rent (showing affordability of 2.5X the annual rent) and;
- A credit history check highlighting no adverse credit history.

For a **Guarantor**, either a) and b) above must include:

- Financial references that evidences they can afford to pay the rent (showing affordability of 3X the annual rent) and;
- A credit history check highlighting no adverse credit history.

All conditions must be met and any documents required as conditional must be produced and satisfy requirements in the event of a claim

## 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 Shorthold Tenancy as defined in the Housing Act 1988;
- b. a Private Residential Tenancy as defined in the Private Housing (Tenancies) (Scotland) Act 2016;
- c. 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. 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 of the **Property** who has entered into and signed a legally binding **Tenancy** and received a **Satisfactory Reference** prior to occupation. 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 **Landlord** to live in the **Property** as a home.

## Territorial limits

England, Scotland, Northern Ireland and Wales.

## Terrorist Act

Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat, force or violence or other means.

## Vacant Possession

The date on which possession of the **Property** is returned to the **Landlord**. The following acts, which is not an exhaustive list, are likely to constitute the return of possession:

- the return of the keys to the **Property**, if the **Tenant** offers to surrender keys whilst in claim, **You** and/or the **Agent** must accept the surrender; and/or
- confirmation provided by the **Tenant(s)** that they have vacated the **Property**; and/or
- removal of the **Tenant(s)** from the **Property** via appropriate legal means by the court bailiff and the **Property** has been secured against re-entry.

## Virus

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **Systems**, **Data** or operations, whether involving self-replication or not including, for example, trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

## We/ Our / Us

Barbon Insurance Group Limited trading as HomeLet

# Rent Guarantee Cover

## Conditions

1. **We** will pay **Your Monthly Benefit**, for up to 12 months or until **Vacant Possession** has been gained, whichever happens soonest, subject to the following:
  - a. such **Arrears** commenced during the **Period of Cover**
  - b. **We** are 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 **Us** no later than 31 days after the **Event** occurs
  - c. action is taken promptly to gain **Vacant Possession** of the **Property** or recover unpaid **Rent**,
  - d. the **Insurer** has the right at any time under subrogation to pursue **Proceedings** against the **Tenant** in the **Landlord's** name
  - e. The **Arrears** relate to an **Event** which has been accepted and agreed under the terms laid out in the Rent Guarantee Claim Procedure section.
  - f. **You** must ensure that in the event of any **Rent** increase during the **Tenancy** that the **Rent** does not exceed the total **Rent** amount appearing on the **Satisfactory Reference** in the first 12 months of the **Tenancy** and does not exceed the total **Rent** appearing on the **Satisfactory Reference** by more than 20% after the first 12 months of the **Tenancy**. If the **Rent** does exceed 20% increase of the total **Rent** amount appearing on the **Satisfactory Reference** then **You** should hold evidence for production in event of a claim that:
    - i. the **Tenants'** gross monthly income meets or exceeds 2.5 x the applicable share of **Rent** or
    - ii. the **Rent** has been increased in line with any rent review clause within the **Tenancy Agreement** or;
    - iii. the **Rent** has been increased in line with Section of the Housing Act 1988.

In the event 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**.

2. The following provisions take effect once **Vacant Possession** has been obtained in accordance with paragraphs 1 a-f above
  - a. 75% of **Your Monthly Benefit** will be paid up to three months following **Vacant Possession** or until the **Property** is let on a new **Tenancy** whichever shall be the sooner, provided that the **Property** is being advertised/being re-marketed for letting.
  - b. once **Vacant Possession** is obtained if the **Property** is to be re-let, the **Rent** must be set in accordance with the current market Rental Value appropriate for the **Property**
  - c. the **Landlord** must accept any reasonable offer of **Tenancy** which is in excess of 85% of the preceding **Rent**, unless such offer is made by, or includes any person against whom action has been taken via a claim under this, or the previous **Period of Cover**.
3. Benefit will be paid:
  - a. as stipulated in 1 and 2 above at a rate of 1/365<sup>th</sup> of 12 x the monthly **Rent** for each continuous day of **Arrears**
  - b. at a rate of 1/365<sup>th</sup> of 12 x the monthly **Rent**, multiplied by 0.75 for each continuous day that the 75% **Monthly Benefit** is payable following **Vacant Possession**.
  - c. monthly in arrears and will only be paid if the terms and conditions of the **Policy** are met.
  - d. to the **Landlord** or his **Agent** unless otherwise agreed in writing by the **Insurer**.

## Exclusions

The **Policy** will not provide **Monthly Benefit** for:

- i. the **Excess**
  - ii. **Rent** once the **Property** is re-let
  - iii. periods for which the **Property** is not available for re-letting once **Vacant Possession** is obtained
  - iv. periods for which the **Property** is advertised for sale or is the subject of a contract for sale
  - v. any interest on **Rent Arrears**
  - vi. **Rent** which the court orders is not payable to the **Landlord** by the **Tenant** or **Guarantor** or is not deemed lawfully due
  - vii. claims first notified after **Vacant Possession** has been gained
  - viii. **Rent** which exceeds the total rental amount appearing on the **Satisfactory Reference** documents in the first **Period of Cover**
  - ix. **Rent** which exceeds the total rental amount appearing on the **Satisfactory Reference** documents by more than 20% after the first **Period of Cover**
  - x. any **Event** which is excluded under the terms and conditions outlined in the Claims Procedure section of this **Policy**
  - xi. amounts of **Rent** paid via other consideration
- Rent** withheld due to set off for compensation under section 87 and 88 of the Renting Homes Wales Act 2016

## Limit of cover

The most **We** will pay for all claims resulting from one or more **Events** arising at the same time or from the same originating cause is:

- i. The **Limit of Indemnity** for Rent Guarantee Cover including all **Professional Costs**; or
- ii. A sum equivalent to 12 x the monthly **Rent**; whichever is the lesser.
- iii. The **Insurer** will not be liable for any **Excess** specified in the **Schedule**.

**Monthly Benefit** is payable 30 days in arrears.

# Rent Guarantee Claim Procedure

Provided **You** following full the procedure described in this section, the following claim related expenses will be paid under this **Policy** at no additional cost to **You**:

- a) **Professional Costs** not otherwise recoverable incurred in the pursuit of a civil claim arising from or relating to an **Event** occurring during the **Period of Cover** and within the **Territorial Limits**
- b) **Professional Costs** in taking action to mitigate the costs, duration and/or likelihood of future repetition of an **Event**.

## Consent Precedent to Liability

Payment of **Professional Costs** is conditional on:

- i. There being **Reasonable Prospects of Success** and
- ii. It is reasonable in all specific circumstances of the case for **Professional Costs** to be paid

**We** may require at **Your** expense, an opinion of counsel on the merits of **Proceedings**. If the claim is subsequently admitted **Your** costs in obtaining such an opinion and providing such advice will be covered under this **Policy**.

If **You** decide to commence or continue with **Proceedings**, **Defence** and/ or **Counterclaim** for which **We** have denied support under i or ii above and **You** are successful then the **Professional Costs** and any **Monthly Benefit** due will be paid to **You** under the terms of this **Policy** as if **We** had given **Our** support in the first instance. In all cases the **Policy** will not pay **Your Professional Adviser** more than **We** would have paid **Our** own adviser.

## Conduct of the proceedings

1. In any claim where the appointment of a **Professional Adviser** is appropriate **We** will appoint a **Professional Adviser** to act on **Your** and **Our** behalf.
2. **You** and the **Agent** are responsible for keeping **Us** informed on all progress of the case. Any failure to keep **Us** and the **Professional Adviser** fully or promptly informed of all developments relating to the claim or **Proceedings**, **Defence**, and/ or **Counterclaim** may result in cessation of both cover under this **Policy** and payment of **Professional Costs** under the claims procedure and may in certain circumstances result in any **Professional Costs** incurred or **Monthly Benefit** paid by **Us** becoming recoverable from **You**.
3. Where court papers have been issued (or received), or where there is a conflict of interest, **We** will propose an alternative **Professional Adviser** for **Your** consideration
4. Any representative is appointed in **Your** name to act for **You**
5. In the period before **We** agree that **Proceedings** are necessary **We** reserve the right to seek to obtain settlement. The settlement will be on **Your** behalf and **You** will not unreasonably refuse.

## Withdrawal and discontinuance

1. If **You** withdraw from or discontinue the **Proceedings**, **Defence** and/ or **Counterclaim** without the prior agreement of the **Professional Adviser** then any **Professional Costs** incurred, **Monthly Benefit** paid and third party costs will become the responsibility of and payable by and recoverable from **You**.
2. In the event that **We** and/or the **Professional Adviser** refuse to continue acting for **You** then the expenses and cover **We** provide will end at once, (unless **We** agree to continue the claim and appoint another **Professional Adviser**) and any **Professional Costs** incurred, **Monthly Benefit** paid and any third party costs will become the responsibility of and payable by and recoverable from **You**.

## Cooperation

1. **You** will co-operate with the **Insurer/Us** at all times and reply promptly to any correspondence connected with the claim. **You** shall give promptly to the **Professional Adviser** all information requested within seven days of request and will meet with them whenever requested.
2. **You** or the **Professional Adviser** must promptly notify the **Insurer** should a conflict of interest arise between the **Landlord** or the **Agent** and the **Insurer**.
3. **You** 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. **You** shall, if so requested by the **Insurer**, instruct the **Professional Adviser** to submit their bill of costs for taxation by the court or certification by the appropriate professional body.
5. **You** shall whenever reasonably possible attempt to recover costs from a third party and shall instruct the **Professional Adviser** accordingly.
6. **You** or the **Agent** will attend any court hearing if required to do so by the appointed **Professional Adviser** at **Your** own expense. Attendance may be requested for hearings in respect of recovery action taken by **Us** including enforcement applications after **Vacant Possession** of the **Property** has been gained.
7. If the **Landlord** or the **Agent** is unavailable or fails to attend a court hearing when required, **We** reserve the right to recover all **Professional Costs** incurred including any costs incurred by the **Professional Adviser** removing themselves from the court record and **We** may, under certain circumstances, also seek repayment of **Monthly Benefit** paid.

## 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**, **Defence** or **Counterclaim** whether or not privileged, and **You** 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 **You** or the **Professional Adviser** of any **Offer** made. If the **Insurer** considers the outcome of the **Proceedings**, **Defence** or **Counterclaims** to be equally or less favourable to **You** than the **Offer**, the **Insurer** shall have no liability in respect of any further **Professional Costs**.

## Exclusions

The **Policy** will not cover any claim:

- a. where there are not **Reasonable Prospects of Success**
- b. where the amount in dispute is less than £250
- c. for an application for a Judicial Review or for an appeal unless the **Insurer** has given their prior written consent to such costs being incurred
- d. for damages, interest, fines or other penalties
- e. incurred in relation to a claim for possession deemed by the court to be a retaliatory claim

#### **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 Professional Costs**
  - 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**. The **Insurer** will not be liable for any **Excess** specified in the **Schedule**
  - h. incurred in relation to any subsequent costs due or awarded to the **Tenant** or other third party
  - i. incurred as a result of any enforcement step where two previous enforcement steps have been attempted by the **Professional Advisor**
  - j. incurred in relation to any dispute with the successor or selection of a successor by the **Landlord** of the **Tenancy** following the death of a sole **Tenant**.
  - k. incurred in relation to a claim for possession deemed by the court to be a retaliatory claim under section 217 of the Renting Homes Wales Act 2016
2. The **Insurer** will not be liable for any **Excess** specified in the **Schedule**.
3. The most **We** will pay for all claims resulting from one or more **Events** arising at the same time or from the same originating cause is up to the **Limit of Indemnity** shown in the **Schedule**.

## Rent Guarantee - General Exclusions

### 1. This Policy will not cover any claim:

- a) Arising from or relating to an **Event** happening, or existing outside the **Period of Cover**
- b) where the **Event** had commenced or occurred before the **Satisfactory References** had been completed for the **Tenant**
- c) where the **Event** occurs within 60 days of the **Start Date** and where **Tenancy** commenced before the first **Period of Cover** began
- d) related to any circumstances happening or existing before the **Start Date** which **You** or the **Agent** knew or ought to have known could lead to a claim
- e) where the **Event** occurred as a result of the **Landlord** or the **Agent** not fulfilling **Your** obligations as specified in the **Tenancy**
- f) where the **Landlord** or the **Agent** have not complied with any applicable legislation enacted by central or local government in relation to rented accommodation including for example holding a valid license application where the **Property** falls within a compulsory licensing area
- g) where the **Event** relates to a Company Let where the occupiers of the **Property** are not employed by or directors of the tenant company
- h) for **Professional Costs** unless:
  - i. **We** have agreed in advance, and
  - ii. while **Reasonable Prospects of Success** in the **Proceedings, Defence** and/or **Counterclaim** remain.
- i) until such time as the **Landlord** or the **Agent** has provided evidence or information reasonably required by the **Insurer** or **Us** to establish whether support can be provided for an **Insured** under the **Policy**
- j) where the **Landlord** or anyone acting on the **Landlord's** behalf prejudices the **Reasonable Prospects of Success** in the prosecution or settlement of the **Proceedings, Defence, Counterclaim** or prejudice the **Insurers** financial position in any way
- k) where **You** or the **Agent** act without **Our** consent or contrary to or in a manner different from **Our** or the **Professional Advisers** advice
- l) where the **Landlord** or the **Agent** has failed to adhere to the terms and conditions as stipulated in the **Satisfactory Reference**
- m) where **You** have failed to adhere to the eligibility criteria and terms of cover specified in the **Policy**
- n) which is false, fraudulent or arises from any deliberate criminal act or material omission by the **Landlord**
- o) unless **We** are 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 **Us** no later than 31 days after the **Event** occurs
- p) relating to the damage or loss of the items not contained in an **Inventory** prepared by the **Landlord** or the **Agent** and signed by the **Tenant** prior to or at the commencement of the **Tenancy**
- q) arising from or relating to a dispute or conflict of interest between the **Landlord** or the **Agent** and the **Insurer** or **Us**, mortgage lender, property agent or **Professional Adviser**
- r) 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 or 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
  - vi. libel or slander or malicious falsehood
- s) falling within the jurisdiction of a Rent Assessment Committee, the lands tribunal or the leasehold valuation tribunal
- t) for damages, interest, fines, penalties, or compensation which **You** are ordered to pay by a court or other authority.
- u) for any enforcement method where two previous enforcement methods have been attempted by the **Professional Advisor**.
- v) Where the **Tenancy** is in Wales, is a Standard Occupation Contract and:
  - i. The claim is for costs in relation to the termination of an occupation contract by a contract holder in response to a repudiatory breach by the **Landlord**.
  - ii. The claim is for costs relating to reasonable relocation expenses incurred as a result of possession claims made under section 160 of the Renting Homes Wales Act 2016, Estate Management Grounds
  - iii. It cannot be evidenced that the **Tenant** has received a written statement of the **Tenancy** within any applicable required timescales.
  - iv. The **Tenancy** does not include all necessary fundamental terms or key matters
  - v. which is directly or indirectly caused by, contributed to by, or arising from the **Landlord** or the **Agent** failing to comply with applicable or current law and regulations including for example, 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
- w) Which is directly or indirectly caused by, contributed to by, or arising from the **Landlord** or the **Agent** failing to address hazards or take actions specified in any notice or request, issued by a local authority relating to the **Property** and within the timescales outlined therein
- x) Which is directly or indirectly caused or contributed to by, or arising from failure of the **Landlord** or the **Agent** to meet the **Landlords** obligations laid out in Section 11 of the Landlord and Tenant Act 1985 including any amending or superseding legislation
- y) Arising from dispute or legal proceedings arising out of or in connection with a **Terrorist Act**

### 2. Radioactive contamination

This **Policy** does not cover any damage, **Event**, injury or liability 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 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 (whether war declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by under the order of any government, local or public authority
- b) Any direct or indirect consequence of:
  - i. Irradiation or contamination by nuclear material, or
  - ii. The radioactive, toxic, explosive or other hazardous or containing 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 directly or indirectly caused by or contributed to by or arising from nationalisation confiscation requisition seizure, destruction, detention by or under the order of any Government or public or local authority.

**5. Sanctions**

This **Policy** will not provide cover and or be liable to pay any claim or provide any benefit under this insurance if doing so would expose the **Insurer** 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. Terrorist Act**

**We** will not pay a claim arising from any dispute or legal proceedings arising out of or in connection with any direct or indirect consequence of terrorism as defined in the Terrorism Act 2000 and any amending or substituting legislation

**7. Electronic Risks**

This **Policy** will not cover any **Event** directly or indirectly caused by, contributed to by, arising from or in connection with:

- a) Loss, damage or destruction to or alteration of or the reduction in functionality, availability or operation of any **System** whether owned by **You** or not and whether tangible or intangible including any **Data** where this is caused by programming or operating error by any person, acts of malicious persons, **Virus, Hacking, Phishing, Denial of Service Attack** or failure of any external network.
- b) Loss, reduction in functionality, alteration, modification, distortion, erasure or corruption of, or unauthorised access to repair, replacement, restoration or reproduction of **Data** including any amount pertaining to the value of such **Data** whether or not caused by **Hacking**
- c) Any misinterpretation, use or misuse of **Data**
- d) Unauthorised transmission of **Data** to any third party or transmission of any **Virus**
- e) Loss, damage or destruction of or to any other property directly or indirectly caused by, contributed to by, arising from, or in connection to a cause described in a, b, c or d of this exclusion
- f) Loss, damage 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.

**8. Date Recognition**

This **Policy** does not cover loss, destruction or damage directly or indirectly caused by, contributed to or arising from the failure of equipment (including hardware and software) to correctly recognise any given date, to process data or to operate properly due to failure to recognise any given date,



## Rent Guarantee - General Conditions

1. **We** will act in good faith in all **Our** dealings with **You**. Equally 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 require
    - iii. take steps to ensure the claim can be resolved as quickly as possible and mitigate **Our** liability and exposure whilst keeping within the terms of the **Policy**.
    - iv. the rights under this **Policy** cannot be transferred to anyone other than **You**
    - v. the **Policy** cannot be used to protect any person other than **You**
    - vi. the benefit cannot be paid to anyone else or in any way other than as described in the **Policy**.
  - b. **Your recognition of Our rights**
    - i. to take over and deal with in **Your** name the negotiation and/ or settlement of any claim, **Proceedings**, **Defence** or **Counterclaim** at any time.
    - ii. to take **Proceedings** in **Your** name, but at **Our** expense, to recover for **Our** benefit the amount of any payment made or costs incurred under this **Policy**
    - iii. to settle **Your** claim on a proportionate basis if **You** have other insurance covering the same **Event**
    - iv. to avoid paying any claim which is in any respect fraudulent
    - v. to not be bound by any agreement to which **We** are not a party.
    - vi. to apply an additional **Penalty Excess** to any claim accepted by **Us** where costs of handling such claim have been increased due to any act, error or omission by **You**.
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) their 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 forty-eight hours (in the case of airmail, seven days) after the envelope containing it is delivered into the custody of the postal authorities.
3. **Arbitration**

If **We** agree to pay **Your** claim, but **You** disagree with the amount to be paid, such difference shall be referred to an arbitrator jointly appointed by **You** and **Us** in accordance with the Arbitration Act 1996 or equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man. **You** may not take legal action against **Us** over this disagreement until the arbitrators have made their decision.

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. **Termination**

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

  - a. the end of the **Period of Cover**;
  - b. **Your** failure to pay the **Premium** when due; or
  - c. **Your** cover under the **Policy** is cancelled.

Notification of a claim will not be accepted for an **Event** occurring after termination of the **Policy**.
5. **Claims Procedure**
  - a. Where an **Event** occurs relating to unpaid **Rent** the **Tenant** must be contacted by the **Landlord** or **Agent** within seven days of the **Rent** falling due to an attempt to ascertain why the **Rent** is unpaid
  - b. If the **Rent** remains unpaid the **Tenant** must be contacted by **You** or the **Agent** within a further seven days, to see if they remain in the **Property** and **Guarantor** must be informed. A record of such contact should be created and held by **You** or the **Agent**.
  - c. If the **Tenant** or **Guarantor** cannot be contacted, and it is lawful to do so **You** or the **Agent** must serve notice of a requirement to undertake and carry out an inspection in accordance with **Your** legal rights and visit the **Property**. **You** should seek legal advice if **You** are unsure that such an inspection is lawful.
  - d. Potential claims must be notified to **Us** no later than 31 days after the **Event** occurs or no later than 31 days after the first **Arrears** accrue, whichever is sooner.
  - e. If the **Landlord** or the **Agent** becomes aware of a potential claim the **Landlord** or the **Agent** shall notify **Us** by sending to **Us** a fully completed Claim Form together with supporting documents, providing a full and truthful account of the facts of the claim.
  - f. Should a claim occur the **Landlord** or the **Agent** must provide documentary evidence as requested by the **Insurer**, **Us** or the **Professional Advisor** at **Your** own expense, no later than seven days from the date which the evidence is first requested.
  - g. **You** should notify **Us** if **You** or the **Agent** receives part payment of **Rent** from the **Tenant** at any time following the notification of a claim. The sum should be applied against the earliest **Arrears** and not held for a later period. If payment of **Monthly Benefit** has already been made by the **Insurer**, then **You** must repay the sum received to **Us** immediately
  - h. In the event that **You** or the **Agent** display an abandonment notice on the **Property** and assume **Vacant Possession** on the expiry of such notice 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. Upon gaining **Vacant Possession** of the **Property** the final **Monthly Benefit** will be paid once it is determined how much is due after deducting the balance of the **Deposit** available.  
will calculate the final payment taking into consideration the reasonableness of the following evidence:

- i. Any details of adjudication of a Tenancy Deposit Scheme;
    - ii. express written agreement from the **Tenant** confirming their liability for any damage
    - iii. a schedule of proposed dilapidation expenditure
    - iv. a detailed checkout report including embedded photographs showing contents and condition of the **Property**
    - v. receipted invoices for the works completed by contractors
  - j. Upon **Our** agreement **You** may be able to make a deduction from the **Deposit** for damage caused by the **Tenant** beyond usual wear and tear after which the balance will be used to reimburse the **Monthly Benefit** paid by the **Policy** then **Professional Costs** incurred by **Us**. On receipt of the required documentation specified in 5i **We** will arrange any final payment as maybe due. Any **Agent** fees, re-letting fees, or the **Excess** or any **Penalty Excess** incurred under this **Policy** or any other outstanding bills or balances, must not be deducted from the **Deposit** where **Rent** remains outstanding.
  - k. Please ensure that the information specified in 5i is received by **Us** within six weeks of **Vacant Possession**. In the event the information is not received **We** reserve the right to use the full **Deposit** against outstanding **Rent**.
  - l. In the event of a **Defence** and/or **Counterclaim** being raised during the course of the **Proceedings** by the **Tenant** or their representatives:
    - i. the **Defence** and/or **Counterclaim** will be assessed by the **Professional Adviser** to determine the most appropriate response and in conjunction with **Us**, recommend a course of action which **You** will not unreasonably refuse
    - ii. if following the assessment of the **Defence** and/or **Counterclaim** the **Professional Adviser** determines there are no longer **Reasonable Prospects of Success** due to the revelation of previously undisclosed facts or circumstances which were known or in **Our** reasonable opinion, ought to have been known by **You**, all cover under this **Policy** will cease and where appropriate **We** will recover **Our** incurred costs and/or **Monthly Benefit** paid, from **You**.
6. **Change in Risk**  
**You** shall notify **Us** as soon as **You** become aware of any alteration in risk which may materially affect the **Policy**. **You** may be required to pay an additional **Premium** to **Us**.  
**Your Policy** will come to an end from the date of the change unless **We** agree in writing to accept an alteration. **We** do not have to accept any request to vary **Your Policy**.
7. **Contracts (Rights of Third Parties) Act**  
 No party to this **Policy** intends that any term of this **Policy** should be enforceable by virtue of 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**.
8. **Recoveries**  
 The **Insurer** shall have the right at any time to pursue the recovery of any **Monthly Benefit** or **Professional Costs** paid out, including taking **Proceedings** against the **Tenant** or **Guarantor** or former **Tenant** or **Guarantor**. If any recovery is made from the **Tenant** or **Guarantor** by **Us**, **You** or the **Agent**, or as a result of **Proceedings** against the **Tenant** or **Guarantor** the sum received will be applied in the following order:
- i. judgement sums in respect of an **Event** will be paid to **You** subject to consideration for any balance of the **Deposit** not utilised against unpaid **Rent**.
  - ii. to **Monthly Benefit** paid by the **Insurer**
  - iii. to legal fees and costs incurred by the **Insurer**
  - iv. if any balance remains after ii and iii have been repaid, then to the **Landlord** or the **Agent**, but this will be subject to the deduction of a 20% administration charge which will be retained by **Us**.
9. **Other Insurances**  
 If at the time of an **Event** arising under the **Policy**, there is any other insurance covering the same **Event**, **We** will pay only a rateable proportion.
10. **Fraud**  
 If any claim made by **You** or anyone acting on **Your** behalf under this insurance is fraudulent, deliberately or intended to misled, **We** may:
- a. Not pay **Your** claim
  - b. recover (from **You**) any payments **We** have already made in respect of that claim; and
  - c. cancel **Your** insurance from the time of the fraudulent act; and
- inform the police of the fraudulent act
- If **We** cancel **Your** insurance from the time of the fraudulent act, **We** will not pay any claim for any incident which happens after that time and may not return any of the premium(s) already paid
11. **Reasonable Prospects of Success**  
 At any time **We** may form the view that the **Proceedings**, **Defence** or **Counterclaim** does not have greater than 50% chance of success decided according to the terms of this **Policy**. In forming this view **We** may take into account:
- a. The amount of money at stake
  - b. The fact that a reasonable person without this **Policy** would not wish to pursue the matter
  - c. The prospects of winning the case
  - d. The prospects of being able to enforce a judgement
  - e. The fact that **Your** interests could be better achieved in another way.

## 12. Conditions Precedent to Liability

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

- a. Ensure that the **Tenant** must be at least 18 years of age
  - 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 the **Tenancy** is legally enforceable
  - iii. ensure that where applicable the **Tenancy** contains valid forfeiture clauses
  - iv. ensure that all legally required documents are served to the **Tenant** prior to the granting of the **Tenancy**
  - v. ensure prior to the commencement of the **Tenancy** that all **Tenants** (and **Guarantors** where applicable) have received **Satisfactory References**
  - vi. ensure that in the instance of there being more than one **Tenant**, that the shares of **Rent** for which each **Tenant** has been deemed acceptable, and subject to all conditions of the **Satisfactory Reference** being met, add up to or exceed the full amount of the monthly **Rent**.
  - vii. ensure that any conditions attached to any **Satisfactory Reference** have been complied with.
  - viii. not enter into a **Tenancy** where a person has been requested to act as **Guarantor** for the **Tenant** unless that person has been referenced in accordance with the criteria set out in point v above and that person has entered into a legally enforceable written guarantee in respect of the **Tenancy**, either in the form of a **Guarantors Covenant** included in the **Tenancy** or as a separate **Deed of Guarantee**, wherein the **Guarantor** will guarantee the performance of the **Tenant's** obligations within the **Tenancy** for the entire period of the applicable **Tenants** occupancy of the **Property**.
  - ix. not allow any **Tenant** into occupation of the **Property** until the first month's **Rent** and **Deposit** payment has been paid in cash, payment has cleared in the **Landlord's** or **Agent's** bank account or otherwise secured
  - x. ensure that a sufficiently detailed **Inventory** / check in report has been completed and signed by all parties prior to the granting of the **Tenancy**.
  - xi. comply with the requirements of the Housing Act 2004 (as amended or superseded) or equivalent legislation elsewhere within the **Territorial Limits** in connection with any **Deposit** received in connection with the **Tenancy**
  - xii. comply with any mortgage conditions on the **Property**
  - xiii. comply with all conditions of the **Tenancy**
  - xiv. comply with any applicable legislation enacted by central or local government in relation to rented accommodation including, for example, gas safety and energy performance certification; licenses for houses of multiple occupancy and landlord registration schemes
  - xv. ensure that clear and up to date records of all **Rent** due and payments received are kept including the date of any payments received and details of any complaints made by the **Tenant** and their resolutions or outcomes.
  - xvi. ensure that the **Property** is maintained to a reasonable standard with regular, documented program of maintenance and inspection in place and such documentation is made available in the event of a claim
  - xvii. ensure that all correspondence to and from the **Tenant(s)** of the **Property** relating to complaints, repairs, disputes or requests are recorded and such records are made available in the event of a claim.

## 13. Language

The contractual terms, conditions, exclusions and other information relating to this **Policy** will be in the English Language.

Please contact **Us** if **You** require large print, audio, or Braille versions of **Your** policy documents.