

Xpress, Extra and Advantage Rent Guarantee & Legal Expenses Insurance

Policy wording



INTRODUCTION	1
PRIVACY NOTICE	2
IMPORTANT INFORMATION	4
DEFINITION OF WORDS	6
GENERAL CONDITIONS	9
RENT GUARANTEE INSURANCE	14
LEGAL EXPENSES INSURANCE	15

Rent Guarantee & Legal Expenses Insurance policy wording

Xpress, Extra & Advantage policies

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

- rent guarantee insurance
- legal expenses insurance

Your Policy Schedule sets out which sections of cover **You** have purchased, as well as **Your Limit of Indemnity**.

The **Policy** wording, the **Schedule**, the **Tenant** reference and any endorsement pages form the basis of this contract and should be read together as one document. Please examine them to make sure they give **You** the protection according to **Your** present needs.

HomeLet's promise of service

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

We aim to provide all **Our** customers with a first class standard of service. Should **You** wish to contact **Us**, if **You** are unhappy with the service **You** receive, or have any cause for dissatisfaction **You** should in the first instance contact **Us** by writing to:

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

Alternatively, **You** can telephone HomeLet's Customer Service Department on 0330 333 7234

Or send an e-mail to CLTenquiries@homelet.co.uk

When contacting HomeLet please quote **Your Policy** number.

Privacy Notice

We are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how we collect, use, share, transfer and store your information. For our full Privacy Policy please visit our website www.ageas.co.uk/privacy-policy or contact our Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or by emailing thedpo@ageas.co.uk. Please ask HomeLet if you would like more information about how they use your personal information.

Collecting your information

Your information and the personal data of Your Landlord will be used by Us in order to arrange and manage Your insurance Policy, including the underwriting, claims and renewal documentation. We may have to share Your information with other insurers, statutory bodies, regulatory authorities and Our agents providing services on Our behalf.

We also collect information from a number of different sources for example: publically available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjusters and/or suppliers appointed in the process of handling a claim.

Using your information

The main reason we collect your personal information and/or special categories of personal information is because we need it to provide you with the appropriate insurance quotation, policy and price as well as manage your policy such as handling a claim or issuing documentation to you. Our assessment of your insurance application may involve an automated decision to determine whether we are able to provide you with a quotation and/or the price. If you object to this being done, then we will not be able to provide you with insurance.

We will also use your information where we feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile you); collecting information regarding your past policies; carrying out research and analysis (including profiling); and recording and monitoring calls.

If you have given us such information about someone else, you would have confirmed that you have their permission to do so.

Sharing your information

We share your information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to us or on our behalf; fraud prevention and credit reference agencies and other companies, for example, when we are trialling their products and services which we think may improve our service to you or our business processes.

Unless required to by law, we would never share your personal data without the appropriate care and necessary safeguards being in place.

Keeping your information

We will only keep your information for as long as is necessary in providing our products and services to you and/or to fulfil our legal and regulatory obligations. Please refer to our full Privacy Policy for more information.

Use and storage of your information overseas

Your information may be transferred to, stored and processed outside the European Economic Area (EEA). **We** will not transfer **your** information outside the EEA unless it is to a country which is considered to have equivalent data protection laws or **we** have taken all reasonable steps to ensure the firm has suitable standards in place to protect **your** information.

Your rights

You have a number of rights in relation to the information **we** hold about **you**, these rights include but are not limited to: the right to a copy of **your** personal information **we** hold; object to the use of **your** personal information; withdraw any permission **you** have previously provided and complain to the Information Commissioner's Office at any time if **you** are not satisfied with our use of **your** information. For a full list of **your** rights please refer to the full Privacy Policy.

Please note that there are times when **we** will not be able to delete **your** information. This may be as a result of fulfilling **our** legal and regulatory obligations or where there is a minimum, statutory, period of time for which **we** have to keep **your** information. If **we** are unable to fulfil a request, **we** will always let **you** know **our** reasons.

Marketing

HomeLet may use personal information, and information about **your** use of **our** products and services, to carry out research and analysis.

HomeLet will only use personal information to market their products and services to **you** if you agree to this.

Monitoring and recording

We and HomeLet may record or monitor calls for training purposes, to improve the quality of **our** service and to prevent and detect fraud.

We and HomeLet may also use CCTV.

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

Phone:

0800 035 8258

Email:

complaints@homelet.co.uk

In order 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

If you are not happy with our decision, or eight weeks have passed since we received your complaint, you may be able to pass your complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent organisation and will review your case.

Post:

Financial Ombudsman Service,
Exchange Tower,
London,
E14 9SR

Phone:

0800 023 4567

You can also visit the Financial Ombudsman Service's website at www.financial-ombudsman.org.uk

The Ombudsman's service is available to personal policyholders. The service is also open to charities, trustees and small businesses with income or assets within defined limits. **You can get more information from us or the Ombudsman.**

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

Financial Services Compensation Scheme

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). This means that you may be entitled to receive compensation if Ageas Insurance Limited are unable to meet their obligations. Full details are available from the FSCS (www.fscs.org.uk).

14 day money back guarantee – applicable to retail customers only

Should the cover provided by this **Policy** not meet with **Your** requirements We agree to refund any premium paid, in full, subject to **Your** written notification to Us within 14 days of receipt of the **Policy** documentation; provided that:

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

A retail customer is a policyholder or a potential policyholder acting outside their trade or business or profession.

The Insurer

Ageas Insurance Limited

Registered Number 354568

Registered in England and Wales

Registered Office address:

Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA

www.ageas.co.uk

Member of the Association of British Insurers

Ageas Insurance Limited is Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (The Financial Services Register No 202039)

This **Policy** is issued in the United Kingdom by HomeLet and underwritten by Ageas Insurance Limited.

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

How to make a claim

In the event that **You** need to make a claim simply telephone the HomeLet rent guarantee claim line on 0330 333 7067 to request a claim form. Lines are open Monday to Friday 9am - 5.30pm. Letting agents may submit claims online via Connect.

Law applicable to the contract

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

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

Definition of words

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

Administrator

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

Agent

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

Deposit

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

Event

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

Excess

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

Guarantor

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

Insurer/Our/Us/We

The **Insurer** described in the paragraph headed 'The **Insurer**' on page 5.

Insured/ You / Your

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

Landlord

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

Limit of Indemnity

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

Monthly Benefit

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

Offer

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

Period of Guarantee

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

Policy

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

Proceedings

Civil court action.

Professional Adviser

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

Professional Costs

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

Property

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

Prospect of Success

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

Relevant Payment

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

Rent

The amount payable under the **Tenancy**.

Satisfactory Reference

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

Schedule

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

Tenancy

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

Tenant

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

Territorial Limits

England & Wales, Scotland and Northern Ireland.

Vacant Possession

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

HomeLet insurance policy

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

on behalf of the **Insurer**

Andy Watson

CEO, Ageas UK

Ageas Insurance Limited

General conditions

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

Your own observance of the following

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

Your recognition of Our rights

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

2 Notice

Any notice to be given under these terms and conditions shall be either delivered personally or sent by first class post. The address for service of each party is (in the case of a company) its registered office and (in the case of an individual) 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 48 hours (in the case of airmail, seven days) after the envelope containing it is delivered into the custody of the postal authorities

3 Arbitration

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

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

4 Cancellation

You may cancel this policy at any time by contacting HomeLet or alternatively by contacting **Us** to confirm cancellation.

In addition to the right to cancel under more specific conditions, **We** also have the right to cancel this policy at any other time by sending 14 days' notice* in writing to **Your** last known address. Reasons for cancellation under this condition may include but are not limited to:

- a change to the risk which makes it one **We** would not normally accept
- **You** failing to co-operate with or provide information to **Us** which affects **Our** ability to underwrite the risk

In this respect, **You** will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired period, provided no claim has been made during the **Period of Insurance** 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

*If the premium is payable by installments and a payment is not made, HomeLet reserves the right to automatically cancel **Your** policy following any effort made by **Us** to contact **You** to bring the payments up to date. HomeLet will give **You** up to 14 days' notice of this cancellation.

5 Voidance

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

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

If the **Administrator** or the **Insurer** becomes aware that the **Insured** gave false or misleading information when they applied for **Policy** cover, and this information would have affected the **Insurer's** decision to indemnify the **Insured**, then the **Insurer** may void the **Policy**. No **Monthly benefit** under the **Policy** will be payable to the **Insured** should the **Policy** be voided under the terms of this paragraph. The **Insurer** may, at its discretion return to the **Insured** the **Relevant Payment** proportionate to the unexpired period of the **Policy**.

6 Termination

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

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

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

7 Claims procedure

- i Where an **Event** occurs the **Insured** must attempt to contact the **Tenant**, within seven days of the **Rent** falling due, to attempt to ascertain why the **Rent** is unpaid and seek payment of that unpaid **Rent**
- ii Where the **Rent** remains unpaid the **Insured** must make further attempts to contact the **Tenant** within a further seven days to seek payment of any **Rent** unpaid
- iii Claims must be submitted on a fully completed claim form, or an online claim form (letting agents only) available upon request from the **Administrator**, no later than 31 days after the first non-payment of part or all of a monthly **Rent** falling due, together with supporting documents, providing a full and truthful account of the facts of the claim
- iv The **Insured** must provide documentary evidence as requested by the **Insurer** in the event a claim is made
- v Upon occurrence of an **Event** the **Insured** should submit to the **Administrator**:
 - a copy of the earliest **Tenancy** agreement
 - a copy of the current **Tenancy** agreement
 - a fully completed **Rent** statement showing dates rental payments fell due, and the date rental payments were received, for at least the preceding two years
 - the deed of guarantee if applicable
 - a copy of the **Schedule**
 - all **Satisfactory Reference** documentation
- vi If the **Landlord** or **Agent** receives any payment of **Rent** from the **Tenant** at any time following the notification of a claim, the **Administrator** should be notified. The sum received should be applied against

- the earliest **Rent** arrears and not held for a later period. If payment of **Monthly Benefit** has already been made by the **Insurer**, the **Insured** must repay the sum received to the **Administrator** immediately
- vii Upon gaining **Vacant Possession** of the **Property**, in order to calculate any final **Monthly Benefit** due, the **Landlord** or **Agent** must disclose (by way of proper receipted invoices) the use of all or part of the **Deposit** that has been used specifically to repair damage caused by the **Tenant** beyond usual wear and tear. Any remaining balance must be applied to unpaid **Rent**
 - viii Whilst the **Insurer** will accept that the **Deposit** may be used for damage or repair as set out in section 7 vii, **Agent** fees or re-letting fees will not be deemed acceptable deductions from the **Deposit** where there are **Rent** arrears outstanding
 - ix In the event of a defence and/or counterclaim being raised please see exclusion in the, Legal Expenses, section
 - x In certain circumstances a claim accepted may be subject to a penalty **Excess** applied at the absolute discretion of the **Administrator**
- 8 Housing benefit claims
- Where the **Tenant(s)** is in receipt of housing benefit or Local Housing Allowance at inception of cover, claims must be notified within 60 days of the **Event**, but not before 40 days or, when the **Rent** arrears are greater than the sum of one months' **Rent**.
- 9 Alteration in risk
- The **Insured** shall notify the **Administrator** as soon as they become aware of any alteration in risk which may materially affect the **Policy**. The **Insured** may be required to pay an additional premium to the **Insurer**.
- 10 Contracts (Rights of Third Parties) Act
- No person or company who is not party to this **Policy** shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms or conditions of this **Policy**. This shall not affect any right or remedy of a third party that exists or is available apart from this act.
- 11 Conditions precedent to liability
- For the **Insured** to be eligible for cover:
- a the **Tenant** must be at least 18 years of age
 - b the **Landlord**, or the **Agent** acting on the **Insured's** behalf, must ensure that the following procedures are adhered to:
 - The **Landlord** or **Agent** must:
 - i not allow a **Tenant** into possession of the **Property**; other than on the basis of an already completed written **Tenancy** duly signed by all parties
 - ii ensure that any necessary statutory pre-grant notices are served personally, in the correct form, to the **Tenant** prior to the granting of the **Tenancy**
 - iii ensure that all **Tenants** to be included in the **Tenancy** have, in aggregate, been **Satisfactorily Referenced** and accepted for a minimum of the full monthly **Rent**, or higher amount, by the HomeLet referencing service prior to the start date of the **Tenancy**
 - iv ensure that any conditions attached to any **Tenant** references have been met
 - v not enter into a **Tenancy** where a person has been requested to act as **Guarantor** for the **Tenant** unless that person has been **Satisfactorily Referenced** and that person has entered into a legally enforceable written deed of guarantee in respect of the **Tenancy**, wherein the **Guarantor** will guarantee the performance of the **Tenant's** obligations within the **Tenancy** for as long as the **Tenant** remains in occupation
 - vi not allow any **Tenant** into occupation of the **Property** until the first month's **Rent** and **Deposit** payment has been paid in cash, or payment has cleared in the **Landlord's** or **Agent's** bank account
 - vii comply with the requirements of the Housing Act 2004 and all subsequent or superseding legislation in the handling and registration of any **Deposit** received in connection with the **Tenancy**
 - viii comply with any mortgage conditions on the **Property**
 - ix comply with all conditions of the **Tenancy**

12 Terms of cover

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

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

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

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

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

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

14 Recoveries from the **Insured**

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

15 Refunds

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

16 This **Policy** will not cover any claim:

- i where the **Event** had commenced or occurred before the first **Period of Guarantee** or after expiry of the **Period of Guarantee**
- ii where at, or prior to, the start of the first **Period of Guarantee** the **Insured**, in the reasonable judgement of the **Insurer**, should have realised that a claim might occur
- iii if the **Tenancy** Agreement commenced prior to the issue of the **Policy**
- iv reported to HomeLet more than 31 days after the date the **Event** occurred, unless the claim relates to a **Tenant** in receipt of Housing Benefit since inception of cover, in which case refer to the, Housing Benefit, section of this **Policy** (Section 8)
- v for **Professional Costs** incurred by the **Insured** prior to the claim being accepted in writing by the **Insurer**
- vi where the **Landlord**, or anyone acting on behalf of the **Landlord**, is responsible for anything which in the reasonable opinion of the **Insurer** prejudices either the **Landlord's** or the **Insured's Prospect of Success** in the prosecution or settlement of the **Proceedings**
- vii where the **Insured** acts without the consent of the **Insurer**, or contrary to, or in a manner different from the advice of the **Insurer** or the **Professional Adviser**
- viii any claim for **Rent** that the court orders is not lawfully due, or any **Rent** that the **Landlord** waives as being due
- ix where the **Insured** has failed to adhere to referencing conditions as stipulated on the HomeLet reference report and/or terms of cover specified in the **Policy** and/or **Schedule**
- x which is false, fraudulent or arises from any deliberate criminal act or omission of the **Insured**
- xi in a dispute or conflict of interest between the **Landlord** or **Agent** and the **Insurer** or the **Administrator**, mortgage lender, property agent or **Professional Adviser**

- xii arising from:
 - a the compulsory purchase, placing of restrictions or any other action by any government, public or local authority
 - b subsidence or mining or quarrying activities
 - c planning law including the Town and Country Planning Legislation
 - d the construction of, or structural alteration to, buildings or parts of buildings
 - e libel or slander or malicious falsehood
- xiii falling within the jurisdiction of a rent assessment committee, the lands tribunal or the leasehold valuation tribunal

- xiv relating to the payment or non-payment of service charges as defined in the Landlord and Tenant Act 1985 (as amended)
- xv for damages, interest, fines or other penalties
- xvi Where any monies ordered by the court as being irrecoverable as **Rent**. Where payment has been made by the **Insurer** against that rental period, this payment must be refunded. The **Insurer** will not indemnify the **Landlord** against costs awarded that are to be paid to the **Tenant**.

General exclusions

1 Radioactive contamination

- In no case shall this **Policy** cover any **Event** directly or indirectly caused by or contributed to by or arising from:
- i ionising radiation or contamination by radioactivity from any nuclear fuel or, fuel from nuclear waste from the combustion of nuclear fuel
 - ii the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

2 War and similar risks

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

3 Nationalisation

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

Rent guarantee cover

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

whichever happens soonest, subject to the following:

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

Exclusions

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

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

Limit of cover

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

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

Legal expenses cover

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

Consent precedent to the **Insurer's** liability

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

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

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

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

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

Conduct of the **Proceedings**

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

- 10 If the **Insured's** choice of representative has to undertake work to familiarise themselves with the work already undertaken on the case, **We** will not pay for this work to be done. **We** will not pay the **Insured's** choice of representative more than **We** would pay **Our** own choice of **Professional Advisor**
- 11 Any **Professional Advisor** is appointed in the **Insured's** name to act for the **Landlord**
- 12 In the period before **We** agree that **Proceedings** are necessary **We** reserve the right to seek to obtain a settlement on the **Insured's** behalf. The settlement will be subject to the **Insured's** agreement, which the **Insured** will not unreasonably refuse

Withdrawal and discontinuance

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

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

Co-operation

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

Rights to information

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

Exclusions

This section will not cover any claim:

- a where there is an insufficient **Prospect of Success**
- b by the **Tenant** against the **Landlord** as raised by way of defence and counter-claim to the **Possession Proceedings**
- c by the **Tenant** against the **Landlord** including judicial review or appeal
- d for damages, interest, fines or other penalties

Limit of cover

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

Contact us

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Rent guarantee claim line:



0330 333 7067

Referencing line:



0330 333 7234

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