ADDEPT INSURANCE

LEGAL EXPENSES & RENT GUARANTEE INSURANCE

POLICY WORDING



Rent Protect

RENT AND LEGAL INSURANCE FOR LANDLORDS

Contents

Contract of Insurance

Introduction

The Insurance Act 2015

Our Obligation to You

How to Make a Claim

Legal Helpline Service

How to Complain

Financial Services Compensation Scheme

How do I cancel this insurance Policy

Important Information

General Definitions

General Conditions

General Exclusions

Section 1 – Landlord's Legal Expense Cover

Insured Event 1 – Repossession

Insured Event 2 – Eviction of Squatters

Section 2 – Rent Protection Insurance

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Contract of Insurance

Introduction

Thank you for purchasing Landlord's Legal Expense and Rent Protection Insurance from Irwell Insurance.

This insurance will support **You** in pursuing or defending **Your** legal rights in an **Insured Event**.

This is **Your** Landlord's Legal Expense and **Rent** Protection policy document and it provides evidence of the contract between **You** and the **Insurer**.

This document forms part of **Your** policy, along with **Your** schedule, any endorsements and, where applicable, a completed proposal form. Together these documents will give **You** full details of **Your** cover and the obligations between **You** and the **Insurer**.

Please carefully read all documents and contact the person who sold **You** this insurance if **You** have any queries or if any information is missing, incorrect or needs to be changed.

The Insurance Act 2015

This important new legislation includes clarification of the duties and remedies between **You** and **Us** in the following key areas:

- **Your** duty of fair presentation to **Us**.
- The remedies **We** have for non-disclosure, misrepresentation and fraudulent claims.

This **Policy**, unless modified or amended by **Endorsement**, does not contract out of the Insurance Act 2015.

Any contracting out of the Insurance Act 2015 will be clearly identified and explained by specific **Endorsement**. It is important that **You** should pay special attention to any such **Endorsement**, which may apply depending on the trade or particular risks involved.

Whenever **You** provide information to **Us** or make changes to this policy, **You** must take reasonable care when answering any questions **We** ask by ensuring that all information is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will void this policy, which means that **We** will treat it as if it had never existed and refuse all claims. **We** will not return the premium paid by **You**.

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If **We** establish that **You** carelessly provided **Us** with false or misleading information it could adversely affect **Your** policy and any claim, depending on what **We** would have done if **You** had not provided false or misleading information.

If **We** would not have provided **You** with any cover **We** will have the option to void the policy which means that **We** will treat it as if it had never existed and repay the premium paid, and recover from **You** any amount **We** have already paid for any claims including costs or expenses **We** have incurred.

If **We** would have applied different terms to the cover **We** will have the option to treat this policy as if those terms apply and/or reduce proportionately the amount paid or payable on any claim, with **Our** proportion of the liability being calculated by comparing the amount of premium paid as a percentage of the premium **You** would have paid had **You** made a fair presentation. Alternatively, **We** might cancel **Your** policy in accordance with General Condition 11 below.

Please keep all documents in a safe place in the event **You** need to refer to its terms and conditions.

Our obligation to You

In return for **You** paying or agreeing to pay the premium shown in **Your** schedule and subject to the terms, exclusions, limits and conditions of this insurance and any endorsements, **We** will provide the cover detailed in the "Policy Cover" section of this policy below.

Provided that:

1. The **Insured Event** is within the **Territorial Limit;** and
2. The **Insured Event** occurs within the **Period of Insurance**; and
3. The action following an **Insured Event** always has **Reasonable Prospects of Success** which must be present throughout the duration of the action; and
4. Claims are notified to **Us** during **Your Period of Insurance**. If **Your Policy** expires and **Your** claim is reported more than 90 days after the expiry date, **We** will not be able to assist with the claim.

How to Make a Claim

Please note the terms under General Conditions.

Your insurance may be invalidated if You have failed to comply with any of the terms and conditions of this policy.

Please have ready **Your** policy number or the name of the organisation who sold **You** this insurance.

Please note the following important information:

1. **You** must report **Your** claim to **Us** by submitting a correctly completed claim along with all requested supporting documents, within 90 days of the **Insured Event**.. For claims under Section 2 – Rent Protection Insurance, if the claim is reported within 45 days of the first date of **Rent**

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Arrears, no excess will be applicable, but if **You** notify **Us** in more than 45 days but less than 90 days after the first date of **Rent Arrears** a one month's **Rent** excess will be applied.

You can submit **Your** claim to **Us** or access **Our** claim form by calling the Legal Helpline Service detailed below, or by visiting **Our** website **www.addeptgroup.co.uk/portals**.

2. Be ready to provide as much information concerning the claim as possible. This may include details of **Tenancy Agreement(s)** or agreements entered into with other parties, names and addresses of all parties involved, expert or medical reports and contact details of any witnesses. **We** may also ask **You** to provide other information relevant to the claim as part of its assessment which may involve completing a claims form.

3. This is a claims made insurance which means that claims must be notified to **Us** during **Your Period of Insurance.** If **Your** policy expires and **Your** claim is reported more than 90 days after the expiry date, **We** will not be able to assist with the claim.

4. **We** will not provide cover if the circumstances giving rise to a claim exist before the start date of this insurance (please refer to General Exclusion 1).

5. Under no circumstances should **You** instruct **Your** own lawyer, accountant or legal representative or incur any costs before **We** have accepted the claim. **We** will not pay any costs incurred without **Our** agreement. **We** will appoint **Our** own **Appointed Adviser** to act on **Your** behalf if **We** accept **Your** claim. **You** may decide to choose **Your** own lawyer, accountant or legal representative, once legal proceedings have been issued or if there is a conflict of interest (where **Our** chosen **Appointed Adviser** cannot act for **You** as to do so would breach their professional code of conduct). However, they must act on **Our Standard Adviser's Terms of Appointment**. **We** will only pay them as set out in the **Standard Adviser's Terms of Appointment**, the hourly rate is £150 per hour which may vary from time to time.

6. Once all relevant information has been received, an assessment of **Your** claim will be conducted, and **We** will let **You** know if **We** can help. Please note that **Reasonable Prospects of Success** must be present throughout the duration of any claim and cover could be withdrawn if at any stage **Reasonable Prospects of Success** no longer exist which could be as a result of new information emerging regarding the claim or as legal arguments develop.

7. If **We** are unable to cover **Your** claim, then **We** will explain the reasons why and discuss any other available methods (which may be at the **Your** expense) to help achieve a successful outcome.

If **You** need to write to **Us**, **You** can write to **Us** at the following address:

Addept Insurance Services Ltd
Level 30, The Leadenhall Building,
122 Leadenhall Street,
London EC3V 4AB
Email: landlordclaims@addeptgroup.co.uk

Please ensure to include **Your** policy number on all correspondence.

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Legal Helpline Service

Use the 24 hour advisory service for telephone advice on any legal matter relating to **Your** activities as a landlord in the United Kingdom, Channel Islands and Isle of Man, or to access **Our** claim form and report a claim under this insurance.

The legal helpline will check **Your** details, ask **You** for a brief summary of the problem and pass these details on to a legal adviser who will be able to help **You**. Once **You** have spoken to a legal adviser, if **You** need to make a claim under this insurance, they will send **You** a claim form, or direct **You** to **Our** Online Portal where **You** will be able to start **Your** claim with **Us**.

Telephone the Legal Helpline Service on **020 4570 6138** and **quote 'Addept Rent Protect'** when **You** are asked which scheme **You** are a member of.

How to Complain

If Your complaint is about the way a policy was sold to You

If **Your** complaint is about the way a policy was sold to **You**, please contact the insurance intermediary who sold the policy to **You**.

If Your complaint is about Your claim

We are committed to providing a high level of service, but if **You** believe that **We** have not delivered the service **You** expected from **Us**, please let **Us** know so that **We** can put things right. If **You** wish to make a complaint, please contact:

Customer Services
Addept Insurance Services Ltd
Level 30, The Leadenhall Building,
122 Leadenhall Street,
London EC3V 4AB

Email: customerservice@addeptgroup.co.uk
Telephone: 020 4570 6102

We will contact **You** within 3 days of receiving **Your** complaint to inform **You** of what action **We** are taking. **We** will try to resolve **Your** complaint within 4 weeks. If it will take **Us** longer, **We** will explain why and let **You** know when **You** can expect **Our** final response.

Referring Your complaint to the Financial Ombudsman Service

If **You** are not happy with **Our** response to **Your** complaint, or **You** have not received a response within 8 weeks of the date **We** received **Your** complaint, **You** may be eligible to refer **Your** case to the Financial Ombudsman Service.

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The Financial Ombudsman Service can review complaints from 'eligible complainants', but **Your** complaint must be submitted to them within 6 months of receiving **Our** final response.

Further information can be found at:

www.financial-ombudsman.org.uk

The Financial Ombudsman Service exists to help resolve complaints when **We** have not been able to resolve matters to **Your** satisfaction.

The service they provide is free and impartial.

You can contact the Financial Ombudsman Service using the following details:

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

Telephone: 020 7964 1000
Fax: 0207 964 1001
Email: complaint.info@financial-ombudsman.org.uk
Web: www.financial-ombudsman.org.uk

This complaints procedure does not affect **Your** legal rights.

Financial Services Compensation Scheme

The **Insurer** is a member of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** are unable to meet our liabilities under this insurance. This depends on the type of business and the circumstances of the claim. Such claims are protected for 90% without any upper limit. For compulsory classes of insurance, the claim will be met in full. Further information about the compensation scheme arrangements is available from FSCS. Information can be obtained on request, or by visiting the FSCS website at www.fscs.org.uk

How do I cancel this insurance policy?

Your insurance policy is an annual policy. **You** can cancel this policy within 14 days from inception. If **You** contact **Your** broker within this time no charge will be made, and **We** will refund any premium already paid subject to no claims having been made under this policy. If **You** wish to cancel **Your** insurance after this period, **We** will refund a proportionate part of the premium corresponding to the unexpired **Period of Insurance** and subject to no claims having been made under this policy.

Contact Us:
Telephone: 020 4570 6102 Email: enquiries@addeptgroup.co.uk

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Important Information

This insurance is arranged and administered by Addept Insurance Services Ltd who are registered in England and Wales, registration number 08107294. Registered Office: Level 30, The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AB. Addept is authorised and regulated by the Financial Conduct Authority. Registration No. 586471

The insurance provided by this policy is underwritten by Irwell Insurance Company Limited who are registered in England and Wales, registration number 02887406. Registered Office: 2 Cheetham Hill Road, Manchester, M4 4FB. Irwell is authorised by the Prudential Regulatory Authority and is authorised and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority. PRA Registration No. 202897.

Use of Your Information by Irwell Insurance Company Limited

Irwell Insurance Company Limited (the Data Controller) is committed to protecting **Your** privacy in accordance with the current Data Protection Legislation as per the terms set out in the General Data Protection Regulations 2016 (GDPR) and the Data Protection Act 2018 (DPA). This fair processing notice sets out the details of the information that **We** may collect from **You**, as well as the ways in which **We** may process data relating to **You** and **Your** company. This notice should be read in conjunction with **Our** products terms and conditions. The specific company also acting as a data controller of **Your** personal information will be listed in the policy documentation, **We** provide to **You**.

Irwell Insurance Company Limited may process Personal Data in order to arrange **Your** insurance cover (including renewals and claims), to comply with a legal requirement, to administer accounts, for research and statistical purposes, to provide customer service, to perform credit checks, to engage in fraud prevention and market **Our** products and services and any other related purposes which may include underwriting decisions made via automated means. In addition, **We** may use it for the purposes more particularly described below.

Who is Irwell Insurance and what personal information do we collect and use?

Irwell Insurance Company Limited is an insurance company based in the UK. **We** offer insurance to limited companies, sole traders, partnerships, and individuals for the purpose of insuring **You**.

For the provision of **Our** products in some circumstances, **We** may need to obtain and process more sensitive personal information about **You** and **Your** company, such as information relating to health, criminal convictions, or civil offence data. **We** may also process other sensitive personal information including details of **Your** race; ethnicity; religious or philosophical beliefs; political opinions; trade union membership; genetic or biometric data; or data concerning **Your** sex life or sexual orientation if relevant to **Your** policy or claim.

This information once gathered may form part the underwriting of the policy or form part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Any such data will only be used for the specific purposes set out in **Our** notice.

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How long will we keep Your data for?

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

Will Your data leave the EEA?

We may store, process or transfer information **We** collect about **You** to destinations outside of the European Economic Area ("EEA"). Where this happens, **We** ensure that **Your** information is treated securely using appropriate safeguards. For example, **We** would protect any transfer of data to another party with standard contractual clauses (SCC's) built in as part of the contractual obligations in accordance with GDPR legislation.

In this Policy:

1. Reference to any statute or statutory provision and orders or regulations thereunder shall include a reference to that provision, order or regulation as amended, re-enacted or replaced from time to time.

2. Words importing the singular shall include the plural and vice versa and references to persons include bodies corporate or unincorporated. Words importing any gender shall include all genders.

3. If any term, condition, exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder shall remain in full force and effect.

4. The headings in this policy are for reference only and shall not be considered when determining the meaning of this policy.

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General Definitions

Certain words have specific meanings when they appear throughout this policy. They are printed in bold type.

Adviser's Costs and Expenses

1. Reasonable and necessary costs, fees, and disimbursements chargeable by the **Appointed Adviser** which have been agreed by **Us** in accordance with **Our Standard Adviser's Terms of Appointment**.
2. Costs and disbursements incurred by the other party in civil cases if **You** are ordered to pay them or pay them with **Our** agreement.

Appointed Adviser

The law firm, accountant or other suitably qualified person appointed by **Us** to act on **Your** behalf, under the terms and conditions of this insurance and in accordance with **Our Standard Adviser's Terms of Appointment.**

Benefit(s)

Any housing benefits claimed by the **Tenant(s)**, such as housing benefit or universal credit.

Deposit

The money held by **You** in a Deposit Protection Scheme, which is at least one months' **Rent**, and does not exceed that allowed by legislation, or an equivalent deposit replacement insurance, which acts a security for **You** in the event that the **Tenant(s)** breaks their **Tenancy Agreement.**

Housing Acts

The Housing Act 1988, The Housing Act 1996, The Housing (Scotland) Act 1988, any amending, superseding or equivalent legislation applicable in the **Territorial Limits. Any of these contracts must be properly executed and contain enforecable termination rights equivalent to the domestic legislation otherwise applicable to a private residential tenancy.**

Insured Event

An event relating to the rightful occupation or ownership of the **Property** which results in a breach of the **Tenancy Agreement(s)** by the **Tenant(s)** and which leads to a claim being made under the policy. Where there is more than one such event, the date of the first of these will be the date of the **Insured Event.**

Insurer

Irwell Insurance Company Limited

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Landlord

The person or company who enters into a **Tenancy Agreement(s)** with the **Tenant(s).**

Limit of Indemnity

In respect of Section 1 only, the most **We** will pay (including any subsequent appeal agreed by **Us**) is:

1. £50,000 for any one **Insured Event**.

In respect of Section 2 only, the monthly **Rent** shown in the **Tenancy Agreement(s)** up to a maximum amount of £2,500 per month for a maximum of 12 months.

Monthly Benefit

The sum of money paid each month by **the Insurer**, for **Rent Arrears**, in the event of a successful claim.

Period of Insurance

The period of time covered by this policy as shown in **Your** schedule.

Proceedings

Civil or arbitration proceedings or appeals arising therefrom.

Property

The residential building within the **Territorial Limit** as specified in **Your** schedule which is:

1. Occupied by a **Tenant(s)**; and
2. let under a **Tenancy Agreement(s)**

Reasonable Prospects of Success

For each action following an **Insured Event** there must always be more than a 50% chance that **You** will:

1. Successfully defend a claim or prosecution;
2. Succeed in enforcing a judgment or obtain a legal remedy which **We** have agreed to; or
3. Make a successful appeal or defence of an appeal.

In all cases **We** or a suitably qualified expert acting on **Our** behalf will assess whether **Reasonable Prospects of Success** exist. This assessment will also take into account whether a reasonable person would wish to pursue such a dispute if this insurance was not in force.

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Rent

The sum payable by the **Tenant(s)** to **You** as set out in the **Tenancy Agreement(s).**

Rent Arrears

Unpaid **Rent**, either in part or full that is owed to **You** by the **Tenant(s)** or guarantor.

Satisfactory Reference

1. A full Tenant Reference showing a Pass or Conditional Pass, where all conditional pass parameters have been met on the **Tenant** and guarantor obtained from an approved Tenant Referencing company. Details of these companies are available by contacting **landlordclaims@addeptgroup.co.uk**. The Tenant Reference should provide, but not be limited to, written references from a previous managing agent or landlord and employer, an affordability check and a credit history check., or

2. A credit check against the **Tenant** and any guarantor obtained from a licensed credit referencing company showing no County Court Judgments in the past three years and no outstanding County Court Judgments, together with copies of two forms of identification, one of which must contain a photograph, and a written employers' reference on company letter headed paper confirming the **Tenants** or guarantors permanent and current employment and that their gross monthly salary is at least a multiple of 2.5 of the **Tenant's Rent**.

   Evidence of the **Satisfactory Reference** should be kept on file and provided to the **Insurer** when requested.

Standard Adviser's Terms of Appointment

A separate agreement, available on request, that **We** require an **Appointed Adviser** to enter into with **Us**. This agreement sets out the **Appointed Adviser's** responsibilities and the amounts **We** will pay the **Appointed Adviser** in respect of an **Insured Event**.

Tenancy Agreement(s)

The written agreement or the written statement of main details of an unwritten **Tenancy Agreement(s)** for the **Property** between **You** and the **Tenant(s)** which is:

1. An assured shorthold tenancy as defined in the **Housing Acts**.

2. A company residential tenancy (company let) created after 28th February 1997, where a residential **Property** is let to a public limited company (Plc) or limited company (Ltd) purely for residential purposes.

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Tenant(s)

The person(s), company, partnership or association as defined in the **Tenancy Agreement(s)** as the tenant and/or permitted occupier renting the **Property** from **You**.

Territorial Limit

Great Britain and Northern Ireland.

Unoccupied

Any **Property** which is empty, disused, unfurnished, untenanted or where no **Tenancy Agreement(s)** is in active use.

Vacant Possession

The date when the **Tenant(s)** has surrendered the **Property** by:

i) returning the keys; or
ii) confirming they have vacated the **Property**, either verbally or written; or
iii) the **Property** being abandoned; or
iv) the court process has evicted the **Tenant(s)** from the **Property.**

We, Us or Our

The **Insurer**, or Addept Insurance Services Ltd who have arranged, and administer this insurance on behalf of the **Insurer**.

You or Your

The person(s) or company named as the **Landlord** in the policy schedule.

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General Conditions

Each Section of the policy contains conditions and must be read in conjunction with the following General Conditions which apply to all Sections unless otherwise stated.

You must keep to these conditions as failure to do so may lead to **Us** refusing a claim, withdrawing funding from a claim, or cancelling this insurance (please refer to General Condition 11 'Our Cancellation Rights').

1. Your Obligations

You must**:**

1.1. Keep to the terms and conditions of this policy and any mortgage on the **Property**;

1.2. Take all reasonable precautions to prevent or minimise the risk of a claim occurring under this policy and to avoid incurring any unnecessary costs;

1.3. In the case of letting the **Property**, comply with all the conditions of the **Tenancy Agreement(s)**;

1.4. Follow the legally correct process and procedure in relation to any matter that could give rise to an **Insured Event**;

1.5. Supply **Us** with honest and accurate information when asked to supply **Us** with information;

1.6 **You** must have successfully completed a **Satisfactory Reference** on the **Tenant**; and guarantor if required, within 31 days prior to the start of the **Tenancy Agreement**;

1.7 Where the **Tenant** received a **Satisfactory Reference** subject to a guarantor, the guarantor must be correctly and enforceably assigned to the **Tenancy Agreement**.

2. Appointment of an Appointed Adviser

2.1. If **We** accept **Your** claim, **We** will appoint an **Appointed Adviser** who may be able to negotiate settlement before or without the need for court action.

2.2. If a conflict of interest arises (where **Our** chosen **Appointed Adviser** cannot act for **You** as to do so would breach their professional code of conduct), **You** are free to nominate a law firm or suitably qualified representative to act as the **Appointed Adviser**.

2.3. **You** are free to appoint **Your** own Solicitor when court action is commenced.

2.4. Any law firm or suitably qualified representative nominated by **You** must agree to represent **You** in accordance with **Our Standard Adviser's Terms of Appointment** (which are available on request) and the most **We** will pay is no more than the amount **We** would have paid to **Our** own choice of **Appointed Adviser**. If **Your** Solicitor accepts **Our Standard Adviser's Terms of Appointment** they will become the **Appointed Adviser** under this Policy.

3. Conduct of the claim

You must:

3.1. Give notice to **Us** within 90 days of the **Insured Event.** However, for claims under Section 2 – Rent Protection Insurance, **You** must give notice to **Us** within 45 days of the first date of **Rent Arrears**. If **You** notify **Us** after more than 45 days, but still within 90 days after the first date of **Rent Arrears,** a one month's **Rent** excess will be applied and deducted from any claims payment.

3.2. Co-operate fully with **Us** and the **Appointed Adviser** and provide any relevant information, documentation, and evidence in connection with a claim when asked to do so; and

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3.3. Keep **Us** and the **Appointed Adviser** fully informed of any developments and instruct the **Appointed Adviser** to provide **Us** with any information **We** ask for.

3.4. Contact the **Tenant** and any guarantor, if **Rent** is overdue, within seven days to establish the reason for the default. If the Rent is not paid within a further seven days the **Tenant** and any guarantor must be contacted again. If the **Tenant**/guarantor cannot be contacted, and it is lawful to do so, **You** or **Your** agent must serve notice of a requirement to undertake an inspection in accordance with **Your** rights within the **Tenancy Agreement** and visit the **Property**. **You** should seek legal advice if **You** are unsure that such an inspection is lawful.

3.5. Act promptly to gain **Vacant Possession** of the **Property** and recover **Rent Arrears**.

3.6. Prepare a detailed schedule of dilapidations as soon as reasonably possible after the **Tenant** has vacated the **Property** in the event of a claim.

3.7. Attend any court hearing in relation to an **Insured Event** if requested to do so by **Us** or the **Appointed Adviser**. Failure to attend will result in all cover under this insurance being withdrawn with immediate effect and no further claim payments being made.

3.8. Confirm prior to any **Monthly Benefit** payment that no **Rent** has been received from the **Tenant(s)**, guarantor or any other parties. **You** must also confirm that the **Tenant**(s) continue to reside in the **Property**, and the basis on which **You** believe this to be correct.

You must not:

3.9. Act in a way which obstructs **Us** or the **Appointed Adviser**, or hinders the progress of a claim, **Proceedings** or obtaining **Vacant Possession** of the **Property**; or

3.10. incur any **Adviser's Costs and Expenses** or any other costs or amounts without **Our** consent.

We can:

3.11. Contact **the Appointed Adviser** at any time and have access to all documents, information, and evidence regarding **Your** claim;

3.12. Withdraw funding for a claim and pursue **You** to recover **Adviser's Costs and Expenses** or other costs or amounts already paid, if **You** pursue or withdraw from that claim without **Our** consent or fail to pass on any instructions to the **Appointed Adviser**;

3.13. Withdraw funding for a claim if **You** dismiss the **Appointed Adviser** without **Our** consent and there is no valid cause to do so, or if the **Appointed Adviser** refuses to continue acting for **You** with **Our** consent and there is valid cause to do so; and

3.14. Withdraw funding for a claim if at any time **We** believe **Reasonable Prospects of Success** are no longer present. **We** will still pay any **Adviser's Costs and Expenses** or other costs or amounts **We** have agreed to, prior to **Reasonable Prospects of Success** no longer being present.

4. Claims Settlement

4.1. **You** must tell **Us** immediately when an offer to settle a claim is received and must not enter negotiations to settle a claim without **Our** prior consent.

4.2. If **You** refuse a fair and reasonable offer to settle a claim, **We** will be entitled to withdraw funding for that claim and **We** will pay no further **Adviser's Costs and Expenses** or other costs or amounts.

4.3. **We** may decide to settle a claim by paying the reasonable value of that claim instead of pursuing, defending, or continuing with any action in court.

4.4. **We** may decide to pursue any third party **We** consider responsible for the loss in **Your** name for the amount **We** have paid. **You** must allow **Us** to take over and provide **Us** with any information in support of this action.

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4.5. **We** may, at any time, at **Our** absolute discretion, agree to make a cash payment, and/or waive any **Rent Arrears** on **Your** behalf, in a negotiation with the **Tenant**, where **We** believe that such agreement, will secure **Vacant Possession** of the **Property** on **Your** behalf.

5. Costs Recovery and Assessment of Costs

You must:

5.1. Take all reasonable steps to recover **Adviser's Costs and Expenses** or other costs or amounts and pay such sums recovered to **Us**. In the event that recoveries are made from the **Tenant** either by **You,** the **Landlord**, **Us**, or **Our Appointed Adviser**, the recoveries will be applied in the following order:

a) To **Us** for any legal fees and costs incurred; then

b) To **Us** for any **Rent Arrears We** paid; then

c) To the **Landlord** subject to any fees and charges for the recovery activity being applied by **Us**; and

5.2. Tell the **Appointed Adviser** to have **Adviser's Costs and Expenses** taxed, assessed, and audited if **We** ask for **this**.

5.3. **We** can:

If it is established that **Adviser's Costs and Expenses** or any other costs have been billed which have not been agreed by **Us,** refuse to pay these unauthorised costs.

6. Appealing the outcome of a claim

6.1. Appeals regarding the outcome of an **Insured Event**, either made by or against **You**, must be notified to **Us** as soon as possible and, in any event, at least 10 days before the deadline of any appeal.

6.2. **Reasonable Prospects of Success** must still be present in order for an appeal to be considered.

7. Other insurance and apportionment of costs

7.1. If any **Adviser's Costs and Expenses** or other costs or amounts covered by this insurance;

a) are also covered under an alternative insurance policy , this policy will only operate in excess of that policy; or

b) would have been covered by an alternative insurance policy if this insurance did not exist, **We** will only pay **Our** rateable proportion share of these costs.

8. Obtaining a legal opinion

8.1. **We** may require **You**, at **Your** own expense, to obtain an independent opinion from a barrister or other expert agreed between **You** and **Us** over a claim's merits, financial value, and **Reasonable Prospects of Success**.

8.2. If the opinion supports **Your** claim and there are clear merits in proceeding with that claim, the costs incurred by **You** in seeking that opinion will be reimbursed.

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9. Disputes with Us

9.1. If there is a dispute between **You** and **Us** over this policy, which cannot be resolved through **Our** internal complaints handling process, **You** are entitled to seek a resolution through the Financial Ombudsman Service as long as **You** are eligible to complain.

9.2. Where the Financial Ombudsman Service cannot deal with that complaint, the dispute may be referred to arbitration where disputes are resolved by independent arbitrators in accordance with the Arbitration Act. The decision of the appointed arbitrator is binding, and the arbitrator may require **You** or **Us** to pay the costs.

9.3. The arbitrator will be chosen jointly by **You** and **Us**. If **We** are not able to agree on the appointment of the arbitrator with **You**, the President of the Chartered Institute of Arbitrators will decide.

9.4. Nothing in this clause shall limit **Your** right to pursue legal action against **Us.**

10. Your Cancellation Rights

10.1 **Cooling-off period**

You can cancel this insurance, without giving any reason, within 14 days of its start date or within 14 days of receiving **Your** policy documents, whichever is later.

If **You** wish to exercise this right, **You** must notify the person who sold **You** this insurance. **You** will be entitled to a full refund of premium paid as long as **You** have not made a claim under this insurance.

10.2 **Outside the cooling-off period**

You can cancel this insurance at any other time, subject to providing the person who sold **You** this insurance with 7 days' notice. **You** will be entitled to a pro-rata refund of premium as long as **You** have not made a claim under this insurance during the current **Period of Insurance.**

In the event of cancellation, the person who sold **You** this insurance may apply an administration charge.

11. Our General Cancellation Rights

11.1 **We** can cancel this insurance at any time, where there is a valid reason to do so, subject to providing **You** with 7 days' notice. Reasons for cancellation may include, but are not strictly limited to:

a) **You** have failed to co-operate with **Us** or the **Appointed Adviser** and this failure has significantly hindered **Our** ability to deal with a claim or administer this insurance; and/or

b) A premium payment is due, or a costs recovery is still outstanding by the end of the final deadline notified to **You**.

11.2 This insuarance will automatically terminate immediately:

a) If the **Landlord** does not have a direct financial interest in the **Property**, with effect from when the interest ceased.

12. Fraudulent or dishonest claims

If **We** have evidence that **You** have made a fraudulent, dishonest, or exaggerated claim, or have deliberately misled **Us** or the **Appointed Adviser** when presenting relevant information in support of a claim, **We** reserve the right to cancel this insurance from the date of the alleged claim or

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misrepresentation and recover from **You** any **Adviser's Costs and Expenses** or other costs or amounts already paid in respect of that claim which **We** otherwise would not have paid. **We** will also not refund any premium paid by **You**.

13. Persons involved in this contract of insurance

Unless expressly stated otherwise, any person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this insurance.

14. Choice of law, jurisdiction and Acts of Parliament

14.1. Unless otherwise agreed by **Us** in writing, this insurance is governed by the laws of England and Wales.

14.2. Any dispute arising in relation to this insurance will be determined exclusively by the courts of England and Wales.

14.3. Any Acts of Parliament or Statutory Instruments referred to in this insurance shall include, where applicable, equivalent legislation in Scotland and Northern Ireland and shall also include any subsequent amending or replacement legislation.

15. Fraud and fraud prevention agencies

If fraudulent activity or false or inaccurate information is identified, **We** may, at **Our** discretion, pass details to fraud prevention or law enforcement agencies who have the right to access and use this information, which could result in a prosecution.

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General Exclusions

This policy does not cover:

1. **Claims arising before this insurance started**

Any event or dispute which **You** was aware of, or should reasonably have been aware of, which could give rise to a claim under this insurance and existed or happened before this insurance first started.

2. **Claim Notifications**

Any claim notified to **Us** more than 90 days after the **Insured Event.** However, for claims under Section 2 – Rent Protection Insurance, **You** must notifiy the claim to **Us** within 45 days of the first date of **Rent Arrears**. If **You** notify **Us** after more than 45 days, but still within 90 days after the first date of **Rent Arrears,** a one month's **Rent** excess will be applied and deducted from any claims payment.

Claims must be within the **Period of Insurance** or within 90 days of the end of the **Period of Insurance,** provided that the **Insured Event** occurrs within the **Period of Insurance**.

3. **First Three Months**

3.1. Disputes which arise within the first three months of the **Period of Insurance** unless:

a) **You** had previous continuous cover (i.e. the current policy is a continuation of a previous equivalent policy covering the same interest); or

b) The **Tenancy Agreement(s)** started on or after the commencement of the **Period of Insurance** in relation to a new **Tenant**.

4. **Costs incurred and legal actions we have not authorised**

4.1 Any **Adviser's Costs and Expenses** or other costs incurred:

a) Before **We** have accepted a claim; and/or

b) Which **We** have not authorised in advance.

4.2 Any action taken by **You** which **We** or the **Appointed Adviser** have not agreed to.

5. **Fines and court awards**

5.1. Fines, compensation, damages or penalties awarded against **You**.

5.2. Any costs **You** are ordered to pay by a court of criminal jurisdiction.

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6. **Wilful acts**

Any claim resulting from an act which is wilfully carried out and the outcome of which is consciously intended by **You**.

7. **Judicial Review and challenges to legislation**

7.1. Judicial Reviews (reviewing the way a decision has been made by a government authority, local authority, or other public body), coroner's inquests or Fatal Accident Inquiries.
7.2. Any challenges to current or proposed legislation.

8. **Disputes with Us or the Appointed Adviser**

Any claim made against **Us** or the **Appointed Adviser** (please also refer to General Condition 9).

9. **Agent Disputes**

Any claim relating to disputes involving **Your** estate agent, letting agent or managing agent.

10. **Family Disputes**

Any claim relating to disputes between **You** and a member of **Your** family.

11. **Bodily Injury, Damage to Property and Breach of Professional Duty**

11.1. Any claim relating to **Your** defence of any civil claim made or legal **Proceedings** brought against **You** arising from:
a) Bodily injury to or death, disease or illness of any person;
b) Loss, destruction of or damage to any **Property**; or
c) The alleged or actual breach of any professional duty.

12. **Libel and slander**

12.1. Any claim relating to something said or written:
a) About **You** which may damage **Your** reputation; or

b) By **You** which may damage another person's reputation.

13. **Liquidation and insolvency**

Any claim where either at the commencement of or during that claim, **You** have entered into liquidation, receivership, administration, become insolvent, are declared bankrupt or file for bankruptcy, or enter into a voluntary arrangement or deed of arrangement.

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14. War, terrorism, radioactive contamination, and pressure waves

14.1. Any claim resulting directly or indirectly from or in connection with:
a) War, terrorism, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, uprising, military, or usurped power;
b) Ionising radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel;
c) The radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of it; or
d) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

15. Rents, rates and tribunals

Any claim realting to:
a) registering, reviewing or controlling rent;
b) buying a freehold or the extension of a leasehold; or
c) any matter in connection with rent tribunals, land tribunals, rent officers, and rent assessment committees.

16. Government, public or local authority

Any claim relating to any dispute with any government, public or local authority, unless it relates to accidental damage to **Your Property**, as a result of restrictions or controls they have placed on **Your Property**.

17. Value Added Tax (VAT)

If **You** are VAT registered, any VAT aspect of **Adviser's Costs and Expenses.**

18. Interest in the Property

18.1. If the **Landlord** does not have a direct financial interest in the **Property**.

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Section 1 – Landlord's Legal Expense Cover

Policy Cover

Insured Event 1 – Repossession

What is covered	What is not covered
We will pay **Adviser's Costs and Expenses** to pursue **Your** legal rights to obtain possession of the **Property**, provided that: i) all statutory and contractual notices have been correctly served on the **Tenant(s)** by **You**; and ii) **You** are seeking possession of the **Property**, and are unable to reoccupy the **Property**.	**We** will not pay for any claims: i) relating to **Rent Arrears** for which **You** have not agreed that **We** and **Our Appointed Adviser** can take all necessary steps to negotiate with the **Tenant** or guarantor, in relation to the **Rent Arrears**, prior to the **Appointed Adviser** being instructed to serve any statutory or contractual notice to seek possession of the **Property** from the **Tenant**. ii) in which the statuotry legislation in respect of the **Property** has not been complied with. iii) in which the **Property**, if required to have a mandatory, selective or additional licence, does not have a current and valid licence issued by the relevant authority. iv) in which the **Property**, if required to have a mandatory, selective or additional licence that **You** and the **Landlord** have not complied with it.

Insured Event 2 - Eviction of Squatters

What is covered	What is not covered
We will pay **Adviser's Costs and Expenses** in pursuing **Your** legal rights to evict anyone, other than **Tenant(s)** or ex-**Tenant(s),** who have not got **Your** permission to be in the **Property**. Please be aware that for England, Wales and Scotland squatting in residential properties is a criminal offence and therefore please contact the police first.	**We** will not pay for any claims: i) relating to the eviction of **Tenant(s)** or ex-**Tenants(s).** ii) where the property is residential, located in England, Wales or Scotland and the police have not been contacted. iii) where **Tenant(s)** or ex-**Tenant(s)** have sublet the property, or part of the property, to the occupiers of the property **You** are seeking to evict.

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Section 2 – Rent Protection Insurance

Rent Protection Insurance can only be purchased in conjunction with **Our** Landlord's Legal Expense Cover (Section 1) when the **Property** is let and subject to payment of the additional agreed premium. It will be clearly stated on **Your** schedule if Section 2 is operative.

Policy Cover

What is covered	What is not covered
Where **We** have accepted **Your** claim under Insured Event 1 – Reposession, **We** will pay **Monthly Benefit** up to the **Limit of Indemnity** where **Your Tenant(s)** under the **Tenancy Agreement(s)** fails to pay or defaults on their **Rent** payment, until **Vacant Possession** is obtained; OUR LIABILITY IS SUBJECT TO CONDITIONS PRECEDENT. THIS MEANS THAT **YOU** HAVE TO COMPLY WITH THESE CONDITIONS BEFORE **WE** WILL MAKE ANY PAYMENT UNDER **YOUR** POLICY. **Conditions Precedent** **Our** liability to pay **Monthly Benefit** to **You** is subject to the below conditions being met: a) A minimum of one month's **Rent** must be in arrears b) Ensure that during the **Tenancy Agreement(s)** full and up to date rental records are maintained, evidencing any **Rent Arrears**; c) **You** have obtained a **Satisfactory Reference** for each **Tenant(s)** and guarantor before the tenancy start date; d) If **Rent** is overdue the **Tenant(s)** and guarantor must be contacted within 7 days to find out why it has not been paid. Where appropriate all statutory and contractual notices must have been served upon the **Tenant(s);**	a) **Rent** due once Vacant Possession is obtained. b) Any interest on **Rent Arrears**. c) If the **Tenant(s)** is in receipt of **Benefit(s)** then any shortfall between the **Monthly Benefit** and the **Benefit(s)** will not be covered by the policy. d) Any claims for **Rent Arrears** where the **Property** becomes **Unoccupied**. e) If **Your Property** is used for any commercial purpose. f) Any claims for **Rent Arrears**, which occur during a period of delays to the possession proceedings, or during which possession proceedings cannot begin, in relation to the **Property,** as a result of any unforeseen government, legislation, or court guidance, systems or rules. g) Any claim for **Rent** above that which is stated in the **Tenancy Agreement**, unless; i) the reference indicates that the **Tenant(s)** does have affordability for the increased amount, or ii) the **Tenant(s)** has a **Satisfactory Reference** for the new amount, ***Provided that in i) and ii) the increased Rent abides with any requirements that are legislative, contractual or statutory.***

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e) The **Tenant(s)** must be aged 18 years of age or older;

f) **You** must ensure that the following procedures are adhered to:

i) Not allow a **Tenant(s)** in possession of the **Property** other than on the basis of a **Tenancy Agreement(s),** of a minimum six-month term (unless otherwise required by law), duly signed by all parties;

ii) Ensure that all necessary statutory and contractual notices must have been served in the correct form on the **Tenant(s)**

iii) Not allow any **Tenant(s)** into occupation until the **Deposit** is received;

iv) Ensure that during the **Tenancy Agreement(s)** full and up to date rental records are maintained;

v) Maintained a regular program of inspections of the **Property;**

vi) Completed a check-in / check-out inventory of the condition of the **Property** and any dilapidations caused to it by the **Tenant**.

g) **Monthly Benefit** will be paid in respect of **Rent Arrears** owed on the **Property** by the **Tenant(s)** for up to a maximum of twelve months or until **Vacant Possession** has been gained, whichever happens soonest, subject to the following:

i) Such **Rent Arrears** occur during the **Tenancy Agreement(s)**;

ii) Such **Rent Arrears** are continuous and first occur during the **Period of Insurance** and the subsequent claim is made during the **Period of Insurance,** or within 90 days of the end of it;

iii) The **Appointed Adviser** decided that there is sufficient **Prospect of Success** to gain **Vacant Possession** of the **Property** and/or recover unpaid **Rent**;

iv) Action is taken promptly to gain **Vacant Possession** of the **Property** and/or recover unpaid **Rent**, unless the only reason for not taking action to recover

h) Any **Rent Arrears** claimed for that are accrued as a result of **Your** failure to:

i) provide the required documentation or information to **Us** or the **Appointed Adviser**; and/or

ii) issue the correct notices to the **Tenant(s)**.

i.) Any **Rent Arrears** claimed for, following **Vacant Possession**, prior to the deduction of the **Deposit** unless **You** can evidence that the **Deposit** has been used to meet the costs of dilapidations.

j) **Rent Arrears** being the equivalent of less than one months' **Rent.**

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unpaid **Rent** is that the **Appointed Adviser** advises that the expected costs incurred will be more than any money recovered;

v) The **Insurer** has the right at any time to take over any claim or pursue **Proceedings** against the **Tenant(s)**;

vi) Where **You** become aware of an existing or potential claim under the policy, and **You** have notified **Us** immediately and in any event no more than 90 days after the **Insured Event**.

h) Benefit will be paid at a rate of 1/30th of the **Monthly Benefit** for each continuous day that **Rent** is in arrears.

i) The **Monthly Benefit** will be paid monthly in arrears and will only be paid if the terms and conditions of the policy are met. Once a maximum of twelve months' **Rent** has been paid, this policy shall terminate, and all cover will cease in relation to any further **Insured Events**.

j) **You** will be required to confirm prior to any **Monthly Benefit** payment that no **Rent** has been received from the **Tenant(s)**, guarantor or any other parties. **You** will also be required to confirm that the **Tenant**(s) continue to reside in the **Property**, and the basis on which **You** believe this to be correct.

k) Any **Rent**, either in part or in full, received by **You** or **Us**, from the **Tenant(s)**, guarantor or any other parties, will be applied against **Your** claim, and may reduce any **Monthly Benefit** due by **Us**.

l) After **Vacant Possession**, any M**onthly Benefit** will be paid after the **Deposit** balance has been deducted, unless **You** can evidence that the **Deposit** has been used to meet the costs of dilapidations.

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Irwell INSURANCE COMPANY LIMITED

ADDEPT INSURANCE

TENANT REFERENCE, DEPOSIT & EXCESS ENDORSEMENT

In return for **Your** agreement to pay the premium for this policy, **We** have agreed to amend the terms of the policy as follows:

In this endorsement:

- words and expressions appearing in bold type shall bear the meanings given against the word or expression in the section of the policy headed 'General Definitions' unless the word or expression is defined differently in this endorsement, in which case the definition given in this endorsement shall apply where the word or expression appears in both this endorsement and the policy.

- headings are for ease of reference only and shall not be taken into account in construing this endorsement.

GENERAL DEFINITIONS

General Definitions. The following clauses are appended to the policy: -

Rent Guarantee Excess

The amount of any **Rent Arrears** that are not covered under this policy, as shown in **Your** schedule or as otherwise stated within the policy.

General Definitions. The following clauses are amended within the policy: -

Satisfactory Reference

An identity check on the **Tenant**(s) to confirm their identity including receiving two forms of identification, one of which much contain a photograph and all Statutory checks required including Right to Rent and Sanctions checks.

Insured Event

An event relating to the rightful occupation or ownership of the **Property** which results in a breach of the **Tenancy Agreement(s)** by the **Tenant(s)** and which leads to a claim being made under the policy. Where there is more than one such event, the date of the first of these will be the date of the **Insured Event**, other than in relation to claims arising from **Rent Arrears**, where the date of the **Insured Event** will be the date that the **Tenant** became two months in **Rent Arrears**.

CONTRACT OF INSURANCE

How to Make a Claim. The following clauses are amended within the policy: -

1. **You** must report **Your** claim to **Us** by submitting a correctly completed claim along with all requested supporting documents, within 90 days of the **Insured Event**. For claims under Section 2 – Rent Protection Insurance, **You** must report **Your** claim to **Us** within 60 days of the **Insured Event.** If the claim is reported within 15 days of the date the **Tenant** is in two months of **Rent Arrears** only the **Rent Guarantee Excess** will be applicable, but if **You** notify **Us** in more than 15 days but less than 60 days after the date the **Tenant** is in two months of **Rent Arrears** the **Rent Guarantee Excess** will increase by an amount equal to one additional months **Rent**.

GENERAL CONDITIONS

General Conditions – Conduct of the Claim. The following clauses are amended within the policy:

1. Give notice to **Us** within 90 days of the **Insured Event**. However, for claims under Section 2 – Rent Protection Insurance, **You** must give notice to **Us** within 15 days of the date the **Tenant** is in two months of **Rent Arrears**.

   If **You** notify **Us** after more than 15 days, but still within 60 days after the date the **Tenant** becomes two months in **Rent Arrears**, the **Rent Guarantee Excess** will increase by an amount equal to one additional months **Rent** and will be applied and deducted from any claims payment.

GENERAL EXCLUSIONS

1. Claim Notifications. The following clauses are amended within the policy: -

   Any claim notified to **Us** more than 90 days after the **Insured Event**. However, for claims under Section 2 – Rent Protection Insurance, **You** must notify the claim to **Us** within 60 days of the date the **Tenant** is in two months of **Rent Arrears**. If **You** notify **Us** after more than 15 days, but still within 60 days after the date the **Tenant** is in two months of **Rent Arrears**, the **Rent Guarantee Excess** will increase by an amount equal to one additional months **Rent** and will be applied and deducted from any claims payment.

SECTION 2 – RENT PROTECTION INSURANCE

What is Covered – Conditions Precedent. The following clauses are deleted from the policy: -

f) iii) Not allow any **Tenant**(s) into occupation until the **Deposit** is received;

What is Not Covered. The following clauses are amended within the policy to read as follows: -

g) Any claim for **Rent** above that which is stated in the **Tenancy Agreement**.

What is Not Covered. The following clauses are appended within the policy: -

k) **Rent Arrears** less than the **Rent Guarantee Excess**.

All other terms and conditions of this Policy remain unaltered and in full force and effect.

ADDEPT INSURANCE

www.addeptgroup.co.uk

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