

Legal Let is a specially designed Legal Expenses Insurance policy for Landlords.

If landlords become involved in a property dispute or debt recovery, the cost of taking legal action will often result in lost profit. In many cases bringing or defending civil action to protect your interests can be extremely costly and time consuming.

Legal Let enables you to defend your legal rights when you need to, giving you financial peace of mind and invaluable guidance throughout.

Your Legal Let policy cover includes:

Property legal disputes: Provides legal costs and expenses in the pursuit or defence of civil disputes relating to the letting of property owned by you, acts or alleged wrongful acts by a tenant which causes damage to your property and an infringement of your legal rights relating to the rightful occupation or ownership of the property by you.

Debt Recovery: Provides legal costs and expenses in the pursuit of an undisputed debt for rent unpaid by your tenant.

Attendance Expenses: Provides up to £1000 for any one claim in respect of actual loss of wages when attending court or tribunal /arbitration hearing as a witness, or a defendant, at the policyholder's request.

Note: The disputed amount must be more than £400 and reasonable prospects of successfully pursuing a claim must exist. All the above is subject to terms, conditions and exclusions of the policy.

If you have taken out additional cover in respect of Landlord's Rent Guarantee Insurance the details terms conditions and exclusions are contained in section 2 of this policy. This cover can only be taken as an extension to the Legal Let policy and subject to the additional premium being paid.

Complete Claim's Legal Let policy is underwritten by IGI Insurance Company Ltd who are incorporated in the U.K. Both Complete Claims Ltd and IGI Insurance Company are authorised and regulated by the Financial Services Authority and are also members of the Financial Services Compensation Scheme and the Financial Ombudsman Service

Your agent/broker should provide you with a 'Key Facts Policy Summary' before you purchase any policy which highlights the benefits of the policy and the important conditions and exclusions which you should be aware of. This policy covers only claims notified to Complete Claims Ltd during the period of insurance.

This insurance is a contract between you and IGI Insurance Company Ltd and is only in force if a current certificate of insurance has been issued by Complete Claims Ltd. Please read both very carefully and keep them together. If the Certificate is incorrect in any way, please tell Complete Claims Ltd immediately.

The proposal form and declaration you have signed and any supplementary information you have given is incorporated into and forms the basis of this contract. You must therefore ensure that all the information you have given Complete Claims Ltd is accurate and that you have not withheld any material facts. Also you are required to tell Complete Claims Ltd as soon as possible if there are any changes which will materially affect this insurance. Failure to do so may invalidate your insurance.

This policy has been effected with and signed on behalf of IGI insurance Company Ltd.



Keith Wardell
Managing Director, IGI Insurance Company Ltd

Section 1 – Legal Let Insurance

DEFINITIONS

Each of the words or phrases listed below will have the same meaning wherever they appear in bold in this insurance.

Appointed Representative - A solicitor, or other suitably qualified person appointed, in accordance with the provisions of this insurance, to act for the **policyholder**.

Claim - A request for payment of **legal expenses** resulting from one or more events or circumstances arising in the **territorial limits** at the same time or from the same cause notified to **us** within the **period of insurance**.

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**.

Insurer/their/them/they - IGI Insurance Ltd, Market square House, St. James Street, Nottingham, NG1 6FG

Legal expenses

Legal Fees, costs, disbursements and other professional charges in connection with **legal proceedings** which **Complete Claims** have agreed to fund

- i. Reasonably and necessarily incurred by the **appointed representative**
- ii. Incurred by other parties civil cases in an **insured person** has been ordered to pay them or pays them with the prior agreement of Complete Claims Ltd.

Legal Proceedings - The pursuit or defence of legal disputes, proceedings and tribunals made by or brought against the **policyholder**, including appealing or defending an appeal against judgement, dealt with entirely by and within the jurisdiction of a court or other body in the **territorial limits**.

Complete Claims/we/us/our - Complete Claims Limited, 4th Floor Grange House, John Dalton Street, Manchester, M2 6FW which manages this insurance on behalf of the **insurer**.

Period Of Insurance - The period stated in the **certificate of insurance**, for which the **policyholder** has paid or agreed to pay and **Complete Claims Ltd** have agreed to accept a premium.

Property - The residential property in the **territorial limits** as specified in the proposal form for this insurance.

Tenant - The person(s), company, partnership or association as defined in the **tenancy agreement(s)** renting the **property** from the **policyholder**.

Tenancy agreement - The written tenancy agreement or the written statement of main details of an unwritten tenancy agreement for the **property** between the **policyholder** and the **tenant**.

Territorial limits - England, Wales and Scotland.

You/your/policyholder - The person(s), company, partnership or association based in the **territorial limits** and named in the schedule as the **policyholder**.

COVER

We will indemnify **you** against **legal expenses** of up to £50,000 for any one claim, *provided that* the **claim** has been notified to **us** in the **period of insurance**, and **you** are responsible for the first £100 plus VAT of each claim, which arises from **legal proceedings** relating to

Property legal disputes

1. The letting of the **property** owned by **you** provided that the amount in dispute is more than £400 and
 - i. the letting is in compliance with the provisions of the **Housing Acts**
or
 - ii. if it is not a letting within the terms of the **Housing Acts**, it is in accordance with the relevant law including where the **property** is let to a company and or where the annual rental exceeds £25,000
2. a **tenant's** or other third parties' alleged or actual negligent act or omission, nuisance, trespass or criminal damage relating to the **property** which causes or could cause physical damage or pecuniary loss *provided that* no contact exists between **you** and the third party other than a **tenancy agreement** or for the repair, renovation, reinstatement or redecoration of the **property**
3. the alleged or actual infringement of the legal rights of
 - i. the policyholder
 - ii. a **tenant** or the other third party by the **policyholder** arising out of or relating to the rightful occupation or ownership of the **property** by **you**
4. any contract entered into by **you** for the sale or purchase of the **property**

excluding any dispute that **you** may personally have arising from or relating to the breakdown of a marriage or quasi-marital relationship

Rent recovery

The recovery of an undisputed debt for rent unpaid by **your tenant** *provided that*

- i. the amount in dispute exceeds £400
- ii. all rent debt recovery cases are notified to us within 45 days from the date the rent was first due payable
- iii. all **your** normal credit control procedures have been exhausted
- iv. **We** select the most appropriate means of recovery
- v. no more than two separate rent debt recoveries will be pursued for any one **tenant**.

Attendance Expenses

We will indemnify **you** up to £100 per person per day to a maximum of £1,000 any one claim for the actual loss of salary or wages for **you**, any of **your** directors, partners or employees or **your** letting managing agent for the time off work to attend any court or tribunal hearing as a

- a) witness for you at the request of the appointed representative
- b) defendant in legal proceedings for which we have accepted the claim provided that such salary or wages are not recoverable from the relevant court or tribunal.

CONDITIONS

1. Your responsibilities

- i. **You** and **your** letting or managing agent must notify **us** as soon as is reasonably possible of any change in the information given to **us** which may affect this insurance. Failure to do so may invalidate **your** insurance or may result in cover not operating fully. **We** reserve the right to alter the terms, charge an additional premium or cancel this insurance should **we** become aware of any fact which may affect the cover provided by this insurance.
- ii. **You** must
 - a) Observe all the terms and conditions of this insurance and any mortgage on the **property**
 - b) Comply with all the conditions of the **tenancy agreement**
 - c) Try to prevent any event or circumstances that may give rise to a **claim**
 - d) Take all reasonable steps to minimise the amount payable by **us**.

2. Reporting a claim

We must be notified in writing of any event or circumstance which has given or may give rise to a **claim** or **legal proceedings** involving **you** as soon as it comes to **your** attention. If **you** fail to notify **us** of such event or circumstance during the **period of insurance** in which **you** first became aware of it, the **claim** will not be accepted.

Where such notification has been received by **us**, **we** agree to treat any subsequent **claim** or **legal proceedings** arising out of any event or circumstance already notified as having been made or brought within the **period of insurance**.

You must then, as soon as reasonably possible, provide full written or other evidence including the names of any possible witnesses and details (produced at **your** own expense) of any costs incurred prior to **our** accepting the **claim**, including any action already taken

3. Acceptance of a Claim and our right To refuse indemnity

A **claim** cannot be regarded as having been accepted by **us** until **we** have given written confirmation to **you**. If **we** refuse to accept a **claim** or to continue to indemnify **you**, **we** will give **our** reason(s) in writing.

We are entitled to refuse to accept a claim or continue to indemnify you where

- i. in **our** opinion, **you** have
 - a) not disclosed any material information to **us**
 - b) failed to provide **us** or the **appointed representative** with any relevant information and or supporting evidence
- ii. in the opinion of the **appointed representative**, reasonable grounds for pursuing the **legal proceedings** do not or no longer exist
- iii. in **our** opinion, after having taken advice from **our** own advisors (who are not the **appointed representative**) or counsel, reasonable grounds for pursuing the **legal proceedings** do not or no longer exist.

We may, at any time, require **you** to obtain at **your** own expense an opinion from counsel as to the merits of **legal proceedings**. **We** will pay, within the limit applicable to the **claim**, the cost of obtaining the

opinion if it indicates that there are reasonable grounds for pursuit or defence of the **legal proceedings**.

If **you** decide to commence or continue with **legal proceedings** for which **we** have refused to accept or continue to provide indemnity for a **claim** under (ii) or (iii) above and are successful, **we** will provide indemnity in respect of **legal expenses** as if **we** had accepted the **claim** in the first instance subject to the terms and conditions of this insurance.

4. Legal Representation

- i. Before **we** accept a claim, **we** will tell **you** the name and address of **our** nominated **appointed representative**. That person will not become the **appointed representative** until **we** can confirm in writing that **we** have accepted the claim.
- ii. If **we** agree to the commencement of **legal proceedings** then an **insured person** has the right to nominate an **appointed representative**. This must be done by sending **us** the name and address for approval prior to the commencement of any **legal proceedings** and the attention of the **insured person** is drawn to condition 1 ii) d).
- iii. If **we** and **you** do not agree about the choice of the **appointed representative**, both parties may agree in writing to choose a second suitably qualified person to decide the matter.
- iv. **We** may decide to carry out **our** own investigation of a **claim**, attempt rent debt recovery or negotiate a settlement. Such settlement will be subject to agreement which **you** will not withhold unreasonably.

5. Control of the claim

- i. When requested **you** must, at **your** own expense, provide all information, evidence and documents relating to the **legal proceedings** to the **appointed representative**. **You** must also meet with the **appointed representative** when requested.
- ii. **You** must keep **us** and the **appointed representative** regularly informed of all developments, co-operate fully in all respects and not enter into any negotiations with the **tenant**.
- iii. **We** must have direct access to the **appointed representative** at all times.
- iv. **You** must give the **appointed representative** any instructions asked for by **us** including for the supply of any documents or other information **we** require.
- v. **We** are entitled to require **you** to immediately produce to **us** all information, evidence, legal advice and documents relating to the **legal proceedings** in **your** possession or custody or in that of the **appointed representative**.
- vi. **You**, directly or via the **appointed representative**, must inform **us** immediately in writing if anyone offers to settle the claim or makes a reasonable offer to settle the **legal proceedings**.
- vii. **You** must obtain **our** written agreement if **you** wish to appeal against the decision of a court or tribunal. **Your** application, with reasons, must be sent to **us** by recorded delivery at least ten working days before the final date for lodging the appeal. If **we** do not agree, **our** decision will be given in writing.

6. Payment under this insurance

- i. If **you** do not accept any offer or reasonable offer to settle the **legal proceedings** which equals or exceeds the total damages (including any interest) eventually recovered by **you**, **we** will not pay for any **legal expenses** incurred after such refusal *unless* **we** have given **our** written agreement to the continuation of the **legal proceedings**.
- ii. When requested by **us**, **you** must instruct the **appointed representative** to have the **legal expenses** assessed or audited by the relevant court or tribunal.

- iii. All accounts, orders or awards of a court or tribunal for **legal expenses** to be paid under this insurance must be submitted to **us** promptly.
- iv. Following receipt of the relevant accounts, orders or awards of a court or tribunal for **legal expenses** to be paid under the insurance, payment will be made direct to the **appointed representative**, to the other party's legal representative or to such other party as is appropriate according to the terms of any order or award of the court or tribunal.
- v. If **you** withdraw from the **legal proceedings** without **our** agreement, cover will cease immediately and **we** will be entitled to be reimbursed for any **legal expenses** previously agreed or paid on **your** behalf.

7. Recoveries

We reserve the right to take proceedings in **your** name, at **our** own expense and for **our** own benefit, to recover any payment **we** have made under this insurance to anyone else. If **you** recover any **legal expenses** previously paid by **us** from any other party, such **legal expenses** must immediately be repaid to **us**.

8. Arbitration

Any dispute or difference of any kind between **us** and **you** will be referred to arbitration by a single arbitrator who will be either a barrister or solicitor. If the parties are unable to agree on the appointment of an arbitrator, all parties agree to accept an arbitrator nominated by the law society. The arbitrator's decision will be final and binding on all parties.

9. Assignment

This policy is between and binding upon the **insurer** and the **policyholder** and their respective successors in title, but the policy may not otherwise be assigned by the **policyholder** without **our** prior written consent.

10. Waiver

If the **insurer** or the **policyholder** fail to exercise or enforce any rights conferred on them by this insurance, the failure to do so will not be deemed to be a waiver, nor will it bar the exercise or enforcement of such rights at any subsequent time.

11. Cancellation

This policy may be cancelled by **us** giving fourteen days notice in writing to the **policyholder** or the **policyholder's** agent at the latest address notified to us. **We** will make a pro rata return of premium provided that no claim has been made in the current **period of insurance**.

12. Governing law

This insurance is governed by English Law.

13. Third Party Rights

Unless expressly stated in this insurance, nothing in this insurance will create any rights in favour of any person pursuant to the contracts (Rights of Third Parties) Act 1999. This Condition does not affect any right or remedy, of any person, which exists or is available otherwise than pursuant to that Act.

14. Cancellation

This policy may be cancelled by **us** giving fourteen daynotice in writing to the **policyholder** or the **policyholder's** agent at the latest address notified to us. **We** will make a pro rata return of premium provided that no claim has been made in the current **period of insurance**.

EXCLUSIONS

This insurance does not cover any

1. War Risks

Legal expenses arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power, confiscation, requisition or damage to **property** by or under the authority of any government, public or local authority

2. Radioactive

Legal expenses arising from any expenses, consequential loss, legal contamination and liability or any loss or damage, to **property** directly or indirectly caused by, pressure waves contributed to, by or arising from any of the following, or from similar reaction or event

- i. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any 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 of such assembly
- iii. Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds

3. Pre-existing Event or circumstance

relating to any event or circumstance occurring prior to or existing at the inception of the first **period of insurance** under this insurance and which **you** knew or ought reasonably to have known was likely to give rise to a **claim** or to **legal proceedings**

4. Date Change

legal expenses arising directly or indirectly from the failure of computer, data processing and any other electronic equipment or component, including microchips, integrated circuits and similar devices and or any software to recognise, interpret or process any date as its true calendar date

5. Libel or Slander

dispute relating to written or verbal remarks

6. Deliberate Acts

Cause of action intentionally brought about by a **policyholder**

7. Dishonesty, violent or criminal acts

claim for legal expenses relating to a policyholder's:-

- i. actual or alleged dishonesty; or
- ii. actual or alleged violent behaviour

8. Legal expenses not agreed

legal expenses incurred

- i. Before **Complete Claims Ltd** agrees to pay them on the **insurers** behalf
- ii. Where the **policyholder**
 - a) pursues or defends a case without the agreement of **Complete Claims Ltd** or in a different manner to or against the advice of the **appointed representative**
 - b) fails to give proper instructions in due time to **Complete Claims Ltd**, to the **appointed representative** or to counsel or other persons instructed by the **appointed representative**

- iii. where the **appointed representative** refuses to act on behalf of the **policyholder** for any reason other than a conflict of interest when Condition 5 vi) will apply
- iv. called as witnesses without prior written approval of **Complete Claims Ltd**
- v. prior to issue of formal **legal proceedings**;
- vi. this does not include correspondence by way of pre-action protocol or any mediation or other alternative dispute resolution procedure

9. Delay and prejudicial acts

claim where a **policyholder**, in the reasonable opinion of the **insurers**, acts in a manner which is prejudicial to the case, including being responsible for any unreasonable delay, withdrawing instructions from the **appointed representative** or withdrawing from the case

10. Other Insurances

legal expenses which can be recovered by a **policyholder** under any other insurance or which would have been covered if this insurance did not exist *except* for any amount in excess of that which would have been payable under such other insurance.

11. Fines and penalties

Fines, damages or other penalties which the **policyholder** is ordered to pay by a court or other authority

12. Judicial review

legal expenses relating to any judicial review whether within the **territorial limits** or not

13. Bankruptcy Liquidation or Receivership

Claim for legal expenses when the **policyholder** is bankrupt, in liquidation, have made an arrangement with his or her creditors, have entered into a Deed Of Arrangement or part or all off the **policyholders** affairs or **property** are in care or control of a receiver or an administrator

14. Disagreement

Dispute with the **insurers** or **Complete Claims Ltd**

15. First three months

Dispute which arises within the first three months of the **period of insurance** for which a certificate of insurance has been issued by **Complete Claims Ltd** except where

- i. The **current certificate** of insurance is a continuation of a previous Legal Let policy covering the same interest, **property** and **tenant(s)**
- ii. For a new **tenant**, the **tenancy agreement** becomes operative on or after the commencement of the **period of insurance** under this insurance

16. References for Tenants and deposit rents

for disputes and or **legal proceedings** between **you** and a **tenant** where **you** or **your** letting or managing agent are unable to

- i. Produce one satisfactory financial or credit reference and one other satisfactory written reference for each **tenant** or guarantor
- ii. Prove that a minimum of one month's rent as deposit was obtained before letting the **property** to the **tenant**

17. Disputes

Claim relating to a dispute with

- i. **your** letting or managing agent
- ii. **us** except over the choice of **appointed representative** or arising from the handling of a **claim** as provided under Condition 9

18. Fraudulent claims or statement

Any **claim** which is in any respect overstated, false, reckless or fraudulent; if this happens, **Complete Claims Ltd** will have the right to refuse to pay a **claim** or to avoid this insurance in its entirety

19. Bodily injury, damage to property and breach of professional duty

claim relating to **your** defence of any civil claim made or **legal proceedings** brought against **you** arising from

- i Bodily injury to or death, disease or illness of any person
- ii Loss destruction of or damage to any **property**
- iii The alleged or actual breach of any professional duty

20. Trade, business profession

claim arising from the ownership, use or occupation of the **property** for the conduct of any profession, business or trading activity other than the letting of that **property**

21. Multiple tenants

Claim relating to any dispute with multiple **tenants** on a single **property** where their liability is not joint and several

22. Rent, rates and land tribunals

Claim relating to rent registration, rent reviews, extension of a lease or any land tribunal's which, in the first instance, fall within the jurisdiction of rent, rates or land tribunals *unless* you are defending **legal proceedings** brought by **your tenant**

23. Mining, subsidence and heave

Claim arising from any dispute which relates to mining or other subsidence and heave

24. Government Public or local Authority

Claim arising from any dispute with any government, public or local authority concerning

- i. a) the compulsory purchase, confiscation, nationalisation, requisition or destruction of or restrictions or controls placed on or damage to any **property**
- b) the actual, planned or proposed construction, demolition, closure, adaption or repair of roads, buildings, housing or other works *except* and only to the extent that the claim relates to accidental damage arising from such activities
- ii. the imposition of statutory charges
- iii. any other cause of action *unless* **you** have suffered or could suffer pecuniary loss if **legal proceedings** are not pursued or defended

25. Intellectual Property

Claim relating to **legal proceedings** involving copyright(s), trademark(s), merchandise mark(s), unregistered design(s) or other intellectual property rights or secrecy and confidentiality agreement.

Making a Claim

Claims should be made in writing, as soon as is reasonably practical, to Complete Claims Limited at the following address

Complete Claims Limited
4th Floor Grange House
John Dalton Street
Manchester
M2 6FW
Telephone: 0161 817 7759
Fax: 0160 817 7701

Please note that only claims notified to Complete Claims Limited during the period of insurance are covered by this insurance.

Once details of the claim have been sent to Complete Claims Limited and it has been accepted in writing, they will either supply, the name(s) of one or more solicitors or other suitably qualified and experienced persons from their panel to act on your behalf or, in some cases, they may decide to carry out their own investigation of the claim, attempt rent or negotiate settlements.

Cooling off Period

Before **You** accept this policy **You** have 14 days to review **Your Policy** wording. If **You** are not totally happy with this **Policy** and **You** have not made a claim **You** can write to the **Insurer** requesting that **Your** insurance is cancelled and that any monies paid be returned. The **Insurer** will then cancel **Your** insurance.

Complaints Procedure

If **You** have any complaint **You** can contact the Intermediary who arranged the insurance for **You**. If **Your** problem isn't resolved **You** may contact the **Insurer**, IGI Insurance Company Limited, Market Square House, St James's Street, Nottingham, NG1 6FG. The **Insurer** will contact **You** within five days of receiving **Your** complaint to inform **You** of what action they are taking. The **Insurer** will try to resolve the problem and give **You** an answer within four weeks. If it will take the **Insurer** longer than four weeks the **Insurer** will tell **You** when **You** can expect an answer.

If the **Insurer** has not given **You** an answer in eight weeks they will tell **You** how **You** can take **Your** complaint to the Financial Ombudsman Service for review. This complaints procedure does not affect any legal right **You** have to take action against the **Insurer**. If **You** are still not satisfied **You** can contact the:
Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if the **Insurer** cannot meet their obligations. This depends upon the type of business and circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim. Further information is available from the Financial Services Authority or the FSCS. The FSCS can be visited on the internet at www.fscs.org.uk or by contacted on 020 7892 7300

The complaints procedure above does not affect any legal right **You** may have to take action against us.

This policy is provided by: IGI Insurance Company Limited, Market Square House, St James's Street, Nottingham, NG1 6FG. Registered No. 1229676. Tel 0115 941 1022
Authorised and regulated by the Financial Services Authority

You can check the above details on the Financial Services Authority Register by visiting the FSA website: www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234

Section 2 - Landlord's Rent Guarantee Insurance

This section of cover is only available if the Insured has taken out section 1 of this policy in respect of landlord's legal expenses insurance (Legal Let) and is only valid if noted in the schedule and the Insured has paid the premium. As an extension of the Legal let cover all the terms and conditions of the Legal Let section apply to this cover plus any other more specific exclusions and conditions that apply to the Landlord's Rent Guarantee insurance.

Definitions

The words listed below have specific meaning when they appear in this **Policy** document in bold:

Landlord

Means a person or company who enters into a **Tenancy** agreement with the **Tenant**.

Limit of Indemnity

Means the maximum sum payable by the **Insurer** under the **Policy** for all **Professional Costs** and payment of **Monthly Benefit** in respect of an **Insured Event**. No more than six months **Rent** will be paid in any **Term**.

Monthly Benefit

Means the sum of money paid each month by the **Insurer** to the **Insured** in the event of a successful claim and is equivalent to the **Rent**.

Policy

Means Rent Guarantee Insurance.

Rent

Means the amount payable under the **Tenancy** as shown in the **Schedule**.

Replacement Tenant

Means the occupier of the **Insured Property** by virtue of an assignment by the **Tenant** of the **Tenancy** agreement.

Starts Date – means the date the **Tenants Tenancy** agreement commences as specified in the **Schedule**.

Tenancy

Means

- (i) An Assured Shorthold **Tenancy** as defined in the Housing Act 1988 (as amended);
- (ii) 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 or
- (iii) A written common law residential **Tenancy** agreement created after 28th February 1997 between individuals where the rent is in excess of £25,000 per annum.

1. ELIGIBILITY

For a **Landlord** to be eligible for cover:

- (i) The proposed **Property** must be and must remain entirely for residential use;
- (ii) The **Tenant** must be aged 18 years of age or over;
- (iii) the **Landlord** or the managing agent acting on their behalf must ensure that the following procedures are adhered to. They must:
 - (a) not allow a **Tenant** in possession of the **Property** other than on the basis of an already completed written six month **Tenancy agreement** duly signed by all parties;
 - (b) ensure that all necessary statutory pre-grant notices are served personally in the correct form on the **Tenant** prior to the granting of the **Tenancy**;
 - (c) prior to the granting of any **Tenancy** the **Landlord** must obtain a satisfactory credit reference via a reputable credit reference agency and written reference for the **Tenant**.
 - (d) not allow any **Tenant** into occupation until the first month's **Rent** and dilapidation's deposit payment has been paid in cash or payment has been cleared in the **Landlord's** or managing agent's bank account;
 - (e) not allow a **Tenant** possession of the **Property** where the monthly **Rent** is in excess of £1,000.

2. TERMS OF COVER

For cover to continue under the **Policy**, the **Insured** or the managing agent acting on their behalf must keep clear up-to-date rental records.

3. COVER

(i) **Monthly Benefit** will be paid in respect of arrears of **Rent** owed on an **Property** by the **Tenant** to the **Policyholder** for up to six months or until vacant possession has been gained, whichever happens soonest, subject to the following:

- a) such arrears occur during the **Tenancy** and the subsequent claim is made during the **Period of Insurance**
- b) such arrears occur during the **Term** and the subsequent claim is made during the **Period of Insurance**
- c) a claim is immediately notified and the **Professional Adviser** decides that there is sufficient **Prospect of Success** to gain vacant possession of the **Insured Property** and/or recover unpaid **Rent**
- d) action is taken promptly to gain vacant possession of the **Insured Property** and/or recover unpaid **Rent**, unless the only reason for not taking action is that the **Appointed Representative** advises that the expected costs incurred will be more than any money recovered.
- e) the **Insurer** has the right at any time under subrogation to pursue **Legal Proceedings** against the **Tenant**.
- f) Where the **Insured** becomes aware of an existing or potential claim under the **Policy** and the **Insured** has notified the **Insurers** immediately and in any event no more than 30 days after the **Insured Event**.

(ii) Benefit will be paid as stipulated in 3(i) above at a rate of 1/30th of the **Monthly Benefit** for each continuous day that **Rent** is in arrears. 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 six month's **Rent** has been paid to the **Insured**, this **Policy** shall terminate and all cover will cease.

4. LIMIT OF COVER

The **Insurers** shall not be liable for more than

- (i) six months arrears of **Rent** in total or
- (ii) a maximum **Monthly Benefit** of £1,000

5. SPECIFIC CONDITIONS THAT APPLY TO LANDLORD'S RENT GUARANTEE INSURANCE

(i) If **Rent** is overdue the **Tenant** and guarantor must be contacted within 7 days to find out why it has not been paid. If **Rent** remains overdue, within a further 7 days the **Tenant** and guarantor must be contacted again.

(ii) If the **Insured** does not keep to the terms of the **Policy**, they will not be entitled to any benefit under the **Policy**.

(iii) If the **Insured** gave false or misleading information when they applied for insurance cover, and this information would have affected the **Insurer's** decision to insure them, the cover will end. The **Insurer** will not pay any benefit and will refund a percentage of the **Relevant Premium**.

(iv) The contract between the **Insured** and the **Insurer** is made up of this **Policy**, the **Schedule**, any endorsement and any other information provided by the **Insured**.

(v) The **Insurer** shall not be bound by any agreement to which they are not party.

(vi) The rights under this **Policy** cannot be transferred to anyone other than the **Insured**.

(vii) The **Policy** cannot be used to protect any person other than the **Insured**.

(viii) The benefit cannot be paid to anyone else or in any way other than as described in this **Policy**.

(ix) When cover under this **Policy** ends it will not have a cash value.

6. EXCLUSIONS

(i) Benefit will not be paid in respect of

- a) an amount equal to the first month's unpaid **Rent**
- b) **Rent** once the **Period of Insurance** or **Term** has expired or once vacant possession is obtained, whichever is the sooner
- c) period for which the **Insured Property** is not available for re-letting once vacant possession is obtained
- d) period for which the **Insured Property** is advertised for sale or is the subject of a contract of sale or
- e) any interest on **Rent** arrears

(ii) Where Housing Benefit is to be claimed, any **Monthly Benefit** under the **Policy** will not be paid until a decision is given by the Benefits Office. If the Benefits Office decline to pay Housing Benefit then the **Monthly Benefit** will be backdated to the date the **Insured** could first claim.

If the **Insured** is in receipt of Housing Benefit then any shortfall between the **Monthly Benefit** and the Housing Benefit will not be covered by the **Policy**. The **Insurers** liability is only in respect of the full **Monthly Benefit** if all conditions for its receipt are met by the **Insured**.

7. CLAIMS PROCEDURE

If **You** wish to make a claim **You** must contact the **Insurer** in writing at

Complete Claims Ltd
4th Floor
Grange House
John Dalton Street
Manchester
M2 6FW

The **Insurer** will send the **Insured** a claim form which the **Insured** must complete giving a full and truthful report of the facts of the claim and return it to the **Insurer**. The **Insured** must supply documentary evidence as requested by the **Insurer** in the event that a claim is made (this will include but will not be limited to a copy of the satisfactory credit reference, written reference, tenancy agreement and rental records) and the **Insured** must comply with any advice given as to the future conduct of the dispute.