Landlord Rent & Legal Protection Insurance

Policy Wording

Arranged by:

The Lettings Hub Limited

Underwritten by:

Bspoke Underwriting Ltd on behalf Accelerant Insurance UK Limited

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INTRODUCTION

Thank **You** for choosing **Rent and Legal Protection Insurance**.

This insurance is designed for landlords who let residential property and helps **You** pursue or defend legal rights arising from the letting and management of an **Insured Property.**

This **Policy** may help with a range of legal and tenancy-related issues including:

- unpaid **Rent** and related **Rent** Protection benefits;
- obtaining **Vacant Possession** of the **Insured Property**;
- recovering **Rent** and other sums owed by a **Tenant**;
- pursuing legal claims arising from **Tenant Damage** or other physical damage to the **Insured Property**;
- defending criminal investigations and prosecutions arising from the letting or management of an **Insured Property**;
- HMRC enquiries into **Your** rental property tax affairs;
- **Alternative accommodation** and **Storage Costs**;
- nuisance, boundary dispute and trespass matters affecting the **Insured Property**;
- disputes relating to goods or services supplied to the **Insured Property**; and
- **Witness expenses**.

IMPORTANT

Certain words and phrases shown in bold have special meanings. Their definitions appear in

the **Definitions** section of this **Policy** and apply wherever those words are used.

Your Policy Documents

This **Policy** wording, together with:

- the **Policy Schedule**;
- any **Endorsements**; and
- where applicable, any information **You** provided when applying for cover, whether in a form, online, by phone, or in writing

forms the contract of insurance between **You** and **Us**.

These documents explain:

- what is covered and what is not covered;
- the terms, conditions, exclusions and limits that apply;
- how to make a **Claim**;
- **Your** responsibilities under the **Policy**; and
- **Our** responsibilities to **You**.

Please read all **Your Policy** documents carefully and check that the information shown is accurate, complete and up to date.

If any information is incorrect, incomplete or changes during the **Period of Insurance**, **You** must notify the **Administrator** as soon as reasonably possible. Keep all **Policy** documents in a safe place, as **You** may need them if **You** make a **Claim**.

You will also receive an Insurance Product Information Document (IPID). The IPID is not part of the contract of insurance. It provides a summary of the cover available but does not include the full terms, conditions, exclusions or limits of the **Policy**. **How this Policy Is structured** This **Policy** is divided into several sections. **You** can find the full layout of this document in the **Contents** section. **Other Important Information in this Policy** This **Policy** document contains more than just details of the cover provided.

It also includes important information that applies to **Your Policy** as a whole, including:

- important words and definitions used throughout the **Policy**;
- **Eligibility Requirements** and **Minimum Referencing Requirements**;
- **General Exclusions** that apply to the **Policy**;
- **General Conditions** and **Your Responsibilities**;
- details about the organisations involved in underwriting, arranging, administering and supporting the **Policy**;

- how to make a **Claim** and the information **We** may require;
- how to make a complaint;
- **Your** cancellation rights;
- how **We** collect, use and share personal information; and
- other important legal and regulatory information relating to the **Policy**.

Please read the entire **Policy** carefully to make sure **You** understand the cover provided, the conditions that apply, and any exclusions or limitations.

Requesting Documents in Alternative Formats

If **You** need **Your Policy** documents in an alternative format, such as large print, Braille or audio, please contact the **Administrator**.

We will make reasonable arrangements to provide information in a format that is accessible to **You**.

THE ORGANISATIONS INVOLVED IN YOUR POLICY

This section explains the role of each organisation involved in **Your** insurance and who to contact if **You** need help, assistance, wish to make a **Claim** or require further information about **Your Policy**.

The Lettings Hub Limited

The Lettings Hub Limited administers this Policy on Our behalf and is referred to throughout

this Policy as the Administrator.

The **Administrator** is **Your** main point of contact for:

- **Policy** administration;
- changes to **Your Policy**;
- premium collection;
- **Claim** notifications; and
- general enquiries about **Your** cover.

If **You** need to update **Your** details, make changes to **Your Policy** or notify a **Claim**, **You** should contact the **Administrator** in the first instance using the details below:

The Lettings Hub contact details are:

For General Enquiries

- **Telephone:** 01733 396016 • **Email:** policies@lettingshub.co.uk

For Claim Notifications

- **Telephone:** 01733 396013
- **Email:** claims@lettingshub.co.uk

Phone lines are open:

- Monday to Thursday: 9:00am to 5:30pm
- Friday: 9:00am to 5:00pm (not bank or public holidays)

The Lettings Hub Limited

Company No.: 08403543 **Registered Office**: 8 Axon, Commerce Road,

Lynch Wood Business Park, Peterborough PE2 6LR.

The Lettings Hub Limited is an appointed representative of Let Insurance Services Limited, which is authorised and regulated by the Financial Conduct Authority. FCA Firm Reference Number: 762179.

You can check their regulatory status on the Financial Services Register at: www.fca.org.uk/register **Claims Service Provider**

MPL Claims Management Limited acts as the **Claims Service Provider** on **Our** behalf.

The **Administrator** will manage the initial stages of **Your Claim**. If **Your Claim** is accepted and legal action is required, the matter may be referred to MPL Claims Management Limited.

You should continue to contact the **Administrator** to notify a **Claim**. If legal action is required following acceptance of the **Claim,** MPL Claims Management Limited will become **Your** main point of contact for the **Claim** and will manage the legal proceedings and any **Appointed Adviser** on **Our** behalf.

In addition, MPL Claims Management is the point of contact for additional support. Information may be available about organisations and services that may be able to assist depending on **Your** circumstances. Please refer to the **Additional Support Section** of this **Policy** for further details.

The contact details for MPL Claims Management Limited, including enquiries relating to additional support are:

- **Telephone: 0343 2270 855** • **Email**: thelettingshub@mplclaims.com

Phone lines are open: Monday to Friday 9.00am to 5.00pm (not bank or public holidays)

MPL Claims Management Ltd.

- **Company No.**: 11402352
- **Registered Office**: The Octagon, Middlesborough, Colchester, Essex CO1 1TG

Bspoke Underwriting Ltd

Bspoke Underwriting Ltd acts on behalf of the Insurer under a binding authority agreement.

As a co-manufacturer of this product, Bspoke Underwriting Ltd is responsible for the design,

oversight and ongoing governance of the **Policy**. Bspoke Underwriting Ltd may also support the administration of the **Policy** and the management of claims and service providers acting on the **Insurer's** behalf.

Further information about **Claims** handling arrangements can be found in the **Making a Claim** section of this **Policy**.

Bspoke Underwriting Ltd.

Company No.: 04506493 **Registered Office**: Brookfield Court, Selby Rd, Leeds LS25 1NB.

Bspoke Underwriting Limited is authorised and regulated by the Financial Conduct Authority. FCA Firm Reference Number: 310101. **You** can check their regulatory status on the Financial Services Register at: www.fca.org.uk/register

The Insurer

The Insurer provides the insurance cover and accepts the insurance risk under this Policy.

The **Insurer** is responsible for:

- underwriting the **Policy**;
- determining whether **Claims** are covered under the terms of the **Policy**;
- paying valid **Claims**; and
- meeting the obligations set out in the **Policy**.

Insurer Name: Accelerant Insurance UK Limited **Company No.:** 03326800

Registered Office: One Fleet Place, London, EC4M 7WS Accelerant Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA Firm Reference Number: 207658.

You can check the **Insurer's** regulatory status on the Financial Services Register at: www.fca.org.uk/register

THE INSURANCE CONTRACT

In return for payment of the premium, and subject to the terms, conditions, exclusions and **Endorsements** of this **Policy**, **We** agree to provide the cover shown in the **Policy Schedule** during the **Period of Insurance**.

Where cover applies, **We** will:

- provide the benefits described in this **Policy** for the **Insured Incidents** shown in the **Policy Schedule**; and
- pay **Adviser's Costs and Expenses** and, where applicable, **Rent** arrears, **Alternative Accommodation Costs**, **Storage Costs** and **Witness Expenses**, up to the applicable **Maximum Amount Payable**.

All cover provided under this **Policy** is subject to:

- the **Eligibility Requirements**;
- the **Minimum Referencing Requirements**;
- the **General Conditions**;
- the **General Exclusions**; and
- the specific terms, conditions, exclusions and limits applicable to the relevant **Insured**

Incident as set out in this **Policy**. **PARTIES TO THE INSURANCE CONTRACT**

This **Policy** is a contract between **You** and **Us**.

You may appoint a **Letting and Property Managing Agent** to act on **Your** behalf in relation to the **Insured Property** and this **Policy**. However, the **Letting and Property Managing Agent** is not a party to this **Policy** and does not have any rights under it unless **We** agree otherwise.

Where a **Letting and Property Managing Agent** is acting on **Your** behalf, **We** may accept information, notifications, instructions and other communications from them as if they had been directly provided by **You**. This authority is limited to acting as **Your** representative in the administration of the **Policy** and any **Claim**. It does not make the **Letting and Property Managing Agent** the policyholder or insured, nor does it give them authority to give up **Your** rights, settle claims, accept reduced settlement offers, withdraw claims, waive rights under the **Policy**, or make other decisions that are reserved to **You** as the **Policyholder**, unless **You** have expressly authorised them to do so.

Where **You** appoint a **Letting or Property Managing Agent**, **You** should take reasonable steps to ensure they are made aware of, and act in accordance with, the requirements of this **Policy** relating to the management of the **Insured Property** and the handling of **Claims**.

Information known by the **Letting or Property Managing Agent** acting on **Your** behalf in connection with the management of the **Insured Property** may be treated as known by **You**.

PERIOD OF INSURANCE

Period of Insurance

The period during which this **Policy** remains in force, as shown in the **Policy Schedule,** including any renewal, continuation, replacement or successive period of cover agreed by **Us**.

Renewal and Continuation

The dates on which cover begins and, where applicable, ends are shown in the **Policy**

Schedule.

Subject to payment of premium and compliance with the terms and conditions of this **Policy,** cover may continue, renew or otherwise remain in force in accordance with the arrangements agreed between **You** and **Us** from time to time.

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

A continuation or renewal of this **Policy** will not be treated as:

- the start of the first **Period of Insurance**;
- a new **Tenancy**; or
- the **Cover Commencement Date** for an **Insured Property,**

unless this **Policy** expressly provides otherwise.

Any **Tenancy** that was covered immediately before a continuation or renewal will continue to be treated as an existing **Tenancy** for the purposes of this **Policy**.

A continuation or renewal of this **Policy** will not, of itself, trigger any **Eligibility Requirement, Minimum Referencing Requirement** or other provision that applies only when cover is first arranged for an **Insured Property**, unless this **Policy** expressly provides otherwise.

If cover ends and a new **Policy** is subsequently arranged, the new **Policy** will be treated as a separate contract of insurance and the terms, conditions, exclusions, limits and **Eligibility Requirements** in force at that time will apply.

ELIGIBILITY REQUIREMENTS

The following **Eligibility Requirements** apply throughout the **Period of Insurance** and are conditions of cover.

If an **Insured Property**, **Tenant** or **Guarantor** does not meet the applicable **Eligibility Requirements**, cover will not apply to that **Insured Property**, **Tenant** or **Guarantor**.

A failure to meet the **Eligibility Requirements** for one **Insured Property**, **Tenant** or **Guarantor** will not invalidate this **Policy** or affect cover for any other **Insured Property**, **Tenant** or **Guarantor** that meets the **Eligibility Requirements**.

1. Lawful Letting

You must not be subject to any suspension, prohibition, banning order or other restriction that prevents the lawful letting of the **Insured Property**.

The **Insured Property** must be capable of being lawfully let and occupied at the **Cover Commencement Date** and at the start of any **Tenancy Agreement**.

2. Compliance with Legal Requirements

You must comply with all legal and regulatory requirements that apply to the letting and management of the **Insured Property** throughout the **Period of Insurance**. This includes any changes to those laws and regulations, and any new laws or regulations that come into force during the **Period of Insurance**.

If **We** reasonably request it, **You** must provide evidence of compliance where it is relevant to a **Claim**.

Where applicable, this includes:

- **Right to Rent Requirements**;
- **Deposit** protection requirements, including protecting any **Deposit** within the required timescales and providing any required prescribed information required by law within the required timescales;
- property licensing requirements;
- gas safety requirements;
- electrical safety requirements;
- energy performance requirements; and
- providing any statutory tenancy documents required by law.

We will not decline a **Claim** solely because of a breach of a legal or regulatory requirement unless:

- the breach is relevant to the **Claim**; or
- the breach materially increases the risk of the loss, liability or dispute giving rise to the **Claim**.

We may decline a **Claim** where **You** are unable to demonstrate compliance with a legal or regulatory requirement that is relevant to that **Claim**.

3. Eligible Properties and Tenancies

Eligible Properties

The **Insured Property** must:

- be located within the **Territorial Limit**; and
- be suitable for use as a private residence.

Eligible Tenancies

The **Insured Property** must be let under a legally compliant and enforceable residential **Tenancy Agreement** governed by the laws of the **Territorial Limit**, including any amendment, replacement, re-enactment or successor legislation.

Eligible **Tenancy Agreements** include, but are not limited to:

- residential tenancies governed by residential tenancy legislation applicable in England from time to time;
- tenancies governed by the Housing (Scotland) Act 1988 or Private Residential Tenancies under the Private Housing (Tenancies) (Scotland) Act 2016;
- tenancies governed by the Private Tenancies (Northern Ireland) Order 2006;
- occupation contracts governed by the Renting Homes (Wales) Act 2016; and
- Company Residential Tenancy (Company Let) created after 28 February 1997 where: o the **Tenant** is a public limited company (plc), limited company (Ltd) or

equivalent corporate body within the **Territorial Limit**; and

o the property is occupied solely for the residential use of the **Tenant's**

employees, or other authorised personnel and their immediate families.

4. Deposit Requirements

Before the start of the **Tenancy Agreement**, either:

- a **Deposit** must be collected and protected in accordance with applicable legislation; or
- an **Approved Deposit Alternative** accepted by **Us** must be in place.

Where a **Holding Deposit** is taken, it must be handled in accordance with applicable legislation, and **You** must retain records demonstrating compliance with those requirements.

Where a **Deposit** is taken, **You** must retain evidence that it has been protected in accordance with applicable legislation.

Any **Claim** for damage to the **Insured Property** will be subject to evidence that reasonable steps have been taken to recover the loss from the **Deposit** or **Approved Deposit Alternative**, where applicable.

A **Tenancy** that is not supported by either:

- a protected **Deposit**; or
- an **Approved Deposit Alternative** accepted by **Us**,

will not be eligible for cover under this **Policy**, unless **We** agree otherwise in writing.

5. Excluded Occupancy Arrangements

This **Policy** does not apply to any tenancy or occupation arrangement that does not meet the definition of a **Tenancy Agreement**.

Examples include:

- holiday lets;
- licences to occupy;
- agreements that allow the **Tenant** to let all or part of the **Insured Property** to someone else without **Your** prior written consent;
- agreements where the **Tenant** or occupier has not met the **Minimum Referencing Requirements** set out in this **Policy**;
- commercial tenancies;
- mixed-use tenancies; or
- common law tenancies or other arrangements that fall outside the residential letting legislation referred to in this **Policy**.

A **Tenancy Agreement** will not be excluded simply because it allows the **Tenant** to sublet the **Insured Property** or allow someone else to occupy it, provided **Your** prior written consent is required.

The **Insured Property** must be occupied as a private residence under a **Tenancy Agreement** that meets the **Eligibility Requirements** of this **Policy**.

6. Inventory Requirement

Before the **Tenant** takes occupation of the **Insured Property**, a detailed and dated inventory and schedule of condition must be completed for the **Insured Property** and its contents.

The inventory must be signed, acknowledged, accepted electronically or otherwise accepted by the **Tenant** in a way that can be evidenced.

7. Ownership and Permission to Let

You must own the **Insured Property** or otherwise have the legal authority to let it.

Where the terms of a mortgage, lease or other legal agreement require permission before the **Insured Property** can be let, **You** must obtain that permission from the relevant mortgage lender, freeholder or superior landlord.

We may ask You to provide reasonable evidence of **Your** ownership of, authority to let, or permission to let the **Insured Property** where this is relevant to a **Claim**.

8. Affordability Requirement

The **Affordability Requirement** is satisfied where the verified **Gross Annual Income** relied upon for the purposes of the referencing process is at least **30 times** the monthly **Rent** payable under the **Tenancy Agreement**.

Affordability must be supported by satisfactory documentary evidence, which may include:

- an employer's reference;
- historic income verification through online banking records, bank statements or equivalent evidence; and/or
- an accountant's reference or other satisfactory evidence of income for any self-employed **Tenant** or **Guarantor**.

Where there is more than one **Tenant** named in the **Tenancy Agreement**, the **Affordability Requirement** may be assessed using the combined **Gross Annual Income** of all **Tenants**, provided that each **Tenant's** income has been verified as part of the referencing process and all other **Minimum Referencing Requirements** have been met.

Where a **Guarantor** is required the **Affordability Requirement** may be assessed using the **Guarantor's Gross Annual Income** where the **Tenant** does not independently satisfy the **Affordability Requirement**, provided that:

- the **Guarantor** has been satisfactorily referenced;
- the **Guarantor's** income has been verified as part of the referencing process; and
- the **Guarantor** is legally liable under a valid and enforceable guarantee agreement.

Where there is more than one **Guarantor,** the **Affordability Requirement** may be assessed using the combined **Gross Annual Income** of all **Guarantors**, provided that:

- each **Guarantor** has been satisfactorily referenced;
- each **Guarantor's** income has been verified as part of the referencing process; and
- each **Guarantor** is legally liable under a valid and enforceable guarantee agreement.

The **Affordability Requirement** may also be assessed using a combination of verified **Tenant** and **Guarantor** income, provided that:

- the combined **Gross Annual Income** exceeds **30 times** the monthly **Rent** payable under the **Tenancy Agreement**;
- the income of each **Tenant** and **Guarantor** relied upon has been verified as part of the referencing process;
- any **Guarantor** has been satisfactorily referenced; and
- any **Guarantor** is legally liable under a valid and enforceable guarantee agreement.

Where a new **Satisfactory Reference** is required under this **Policy**, the **Tenant** and any **Guarantor** must satisfy the **Affordability Requirement** unless **We** agree otherwise in writing.

9. Higher Rent Properties

The maximum **Rent** covered by this **Policy** is **£8,000** per calendar month unless a higher amount is shown in the **Policy Schedule**.

If the monthly **Rent** for the **Insured Property** exceeds **£8,000**, **You** must notify **Us** before cover starts or before any increase in **Rent** takes effect.

We may require such information reasonably necessary to assess the risk, including details of the **Tenant,** any **Guarantor,** the **Tenancy Agreement** and the **Insured Property**.

Unless **We** agree otherwise and the higher amount is shown in the **Policy Schedule**, **Our** liability for **Rent** will not exceed **£8,000** per calendar month.

10. Existing and mid-Tenancy Risks

This **Policy** is intended to be taken out at the start of a **Tenancy Agreement**. However, cover may still be available where a **Tenancy Agreement** began before the **Cover Commencement Date** for the **Insured Property**, subject to the requirements below.

Where a **Tenancy Agreement** started more than **7 days** before the **Cover Commencement Date**, one of the following must apply.

Equivalent Cover

Cover may be available if **Equivalent Cover** was in place immediately before the **Cover Commencement Date** for the **Insured Property** and:

- there has been no break in cover;

- no claims were made under the previous policy; and
- **You** were not aware of any dispute, incident, circumstance or other matter that could reasonably have been expected to give rise to a **Claim**.

Existing Tenancies in Force for Less Than 12 Months

Cover may be available if the **Tenancy Agreement**:

- meets the **Minimum Referencing Requirements**; and
- satisfies the **Affordability Requirement**.

Existing Tenancies in Force for More Than 12 Months

Cover may be available if **You** can provide evidence to **Us** to demonstrate that:

- all **Rent** due during the previous **12** months has been paid;
- no **Rent** payment was more than one month overdue during the previous **12** months; and
- there are no current **Rent** arrears, and no **Rent** payment has been more than one month overdue during the previous **2** months, unless **We** have agreed otherwise in writing.

Mid-Tenancy Cover

Where cover for an **Insured Property** shown in the **Policy Schedule** starts during an existing **Tenancy Agreement**, **General Exclusion 2 - Existing Tenancies** will apply to that **Insured**

Property. 11. Known Disputes and Circumstances

When cover is first arranged for an **Insured Property, You** must be aware of any dispute, incident, circumstance or other matter that could reasonably be expected to give rise to a **Claim** under this **Policy**.

Please also refer to **General Exclusion 1 – Known Circumstances and Prior Events**.

MINIMUM REFERENCING REQUIREMENTS

Before the Tenancy Begins

You must obtain a **Satisfactory Reference** for each **Tenant** and any **Guarantor** before the **Tenancy Agreement** begins.

The reference must:

- be completed no more than **60 days** before the **Tenancy Agreement** is entered into, unless **We** agree otherwise in writing; and
- confirm that the **Tenant** and any **Guarantor** meet the referencing and affordability criteria applying on the date the reference is completed.

Rent increases

You must obtain a new **Satisfactory Reference** before a **Rent** increase takes effect for an **Insured Property** if the proposed **Rent** is more than **10% higher** than the maximum **Rent** supported by the most recent **Satisfactory Reference** for that **Insured Property**, unless **We** agree otherwise in writing.

This requirement applies whether the increase results from a single **Rent** increase or a series of **Rent** increases.

The new **Satisfactory Reference** must confirm that the **Tenant** and any **Guarantor** meet the **Affordability Requirement** based on the proposed **Rent.**

Assessing affordability

Affordability may be assessed using information obtained through the **Referencing Provider**, including:

- income verification reports;
- employment references;
- payslips;
- bank statements;
- accountant's certificates;
- tax returns or self-assessment records;
- pension statements;
- benefit statements; or
- other equivalent evidence reasonably demonstrating income and affordability.

Changes to referencing criteria

A **Satisfactory Reference** will be assessed against the referencing and affordability criteria applying on the date it is completed. Any later change to those criteria will not affect the validity of that **Satisfactory Reference** for the purposes of this **Policy**.

Alternative assessments

Where **We** have agreed an alternative assessment process with an approved **Referencing Provider**, a **Tenant** or **Guarantor** who passes that assessment will be treated as meeting the

Minimum Referencing Requirements.

DEFINITIONS

In this **Policy**, some words and phrases used have a specific meaning. These terms are shown in **bold** throughout the **Policy**.

This section explains what those words and phrases mean, to help **You** to understand **Your** cover and the terms that apply.

Where a word or phrase is given a different meaning in a specific section of the **policy**, that meaning will be explained in the relevant section.

Adviser's Costs and Expenses

The reasonable and necessary costs, fees and expenses that **We** agree to pay, including:

a) fees, costs and disbursements charged by the **Appointed Adviser** in accordance

with **Our** agreed terms of their appointment; and

b) costs and expenses that **You** are legally required to pay to another party in a civil

case either following a court order or where **We** have agreed to cover them.

Administrator

The Lettings Hub Limited, appointed by **Us** to administer this **Policy** and is referred to throughout this **Policy** as the **Administrator**.

The **Administrator** may act on behalf of the **Insurer** in relation to**:**

- issuing and renewing **Policies**;
- collecting premiums;
- providing customer service and support;
- making change to cover; and
- carrying out other administrative functions.

The **Administrator** is **Your** main point of contact for:

- **Policy** queries;
- Changes to **Your Policy**;
- Premium payments; and
- **Claim** notifications. **Affordability Requirement** The **Affordability Requirement** set out in the **Eligibility Requirements** section of this **Policy**.

The **Affordability Requirement** must be demonstrated using satisfactory documentary evidence obtained through a **Referencing Provider** approved by **Us** or otherwise accepted by **Us**.

Appointed Adviser

The law firm, accountant or other suitably qualified professional appointed by **Us** to act on **Your** behalf in connection with an **Insured Incident** covered by this **Policy**.

The **Appointed Advisor** will act in accordance with **Our Standard Adviser's Terms of Appointment**.

For the purposes of this **Policy**, the **Appointed Adviser** does not include **You** acting on **Your** own behalf or representing yourself.

Approved Deposit Alternative

A tenancy deposit replacement product or alternative deposit arrangement that:

- has been approved by **Us**; and
- is operated in accordance with applicable legislation and regulatory requirements. **Claim** A request made by **You** for benefits, payment of costs, legal representation or other assistance under this **Policy** in relation to an actual or alleged **Insured Incident**.

Cover Commencement Date

The date on which cover first starts for an **Insured Property** under this **Policy**, as shown in the **Policy Schedule** or otherwise recorded by **Us** or the **Administrator.**

The **Cover Commencement Date** may differ between **Insured Properties** and may be different from the start date of this **Policy** or the applicable **Period of Insurance.**

The **Cover Commencement Date** for an **Insured Property** will not change solely because this **Policy** is renewed, continued or otherwise remains in force.

Claim Acceptance Date

The date on which **We** confirm that:

a) **We** have received all information and documentation reasonably required to assess

the **Claim;** and

b) the **Claim** arises from an **Insured Incident** covered by this **Policy**.

For **Claims** under **Section 1 – Rent Protection**, the **Claim Acceptance Date** is the date on which **We** formally accept the **Claim.**

The **Claim Acceptance Date** does not affect:

- the **Notification Date**;
- any notification deadline;
- any notification band, waiting period or **Excess** that applies under **Section 1 – Rent Protection**;
- the amount of **Rent** arrears payable under the **Policy**; or
- the period for which **Rent** arrears are payable.

Debt Respite (Breathing Space)

Any debt respite scheme, breathing space moratorium or equivalent debt protection arrangement established under applicable legislation. **Deposit** The tenancy deposit paid by, or on behalf of the **Tenant** under a **Tenancy Agreement** which is protected by **You** in accordance with applicable legislation.

A **Deposit** does not include an **Approved Deposit Alternative**.

Eligibility

The requirements set out in the **Eligibility Requirements** section of this **Policy**.

Endorsement

A variation to the terms, conditions and/or exclusions of this **Policy**.

Endorsements may add to, remove, amend or clarify the cover provided under this **Policy** and will be shown in the **Policy Schedule** or issued as a separate document forming part of the **Policy**. **Equivalent Cover** A policy providing protection in respect of **Rent** arrears and possession proceedings for the same **Insured Property,** issued by an insurer authorised to carry on insurance business in the United Kingdom or Gibraltar, which was in force immediately before the **Cover Commencement Date** for the **Insured Property** and where there has been no break in cover.

For the purposes of this definition, a policy will be treated as **Equivalent Cover** if it provided protection against **Rent** arrears and possession proceedings, regardless of differences in limits, Excesses, conditions or ancillary benefits.

Excess

The amount deducted from a **Rent** Protection **Claim** under **Section 1 – Rent Protection** where the **Notification Date** is between **46 and 60 days** after the first missed **Rent** payment.

The **Excess** is equal to one month's **Rent**.

Gross Annual Income

Income before tax and other deductions that has been verified in accordance with the **Minimum Referencing Requirements**.

Guarantor

The person or organisation that has agreed to be legally responsible for a **Tenant's** obligations under the **Tenancy Agreement,** if the **Tenant** fails to comply with those obligations, including the payment of **Rent.**

To meet the requirements of this **Policy,** the **Guarantor** must:

a) either:

- be an individual who has satisfied the **Affordability Requirement** applicable to the obligations being guaranteed; or
- be a UK-registered guarantor service approved by **Us**;

and

b) be named as **Guarantor** for a named **Tenant** in a signed **Deed of Guarantee** or

Guarantor's Covenant or other legally enforceable guarantee agreement acceptable to **Us**; and

c) remain legally liable under that agreement at the time of the **Insured Incident** and

throughout any period for which cover is claimed; and

d) not be a designated person on the UK Financial Sanctions List.

No more than two **Guarantors** may be appointed for any one **Tenant**.

Holding Deposit

A payment made by, or on behalf of, a prospective **Tenant** before a **Tenancy Agreement** is entered into to reserve the **Insured Property**.

The **Holding Deposit** must be handled in accordance with applicable legislation.

Insured Incident

The event, dispute, circumstance or occurrence that gives rise to a **Claim** under a section of cover provided by this **Policy**.

For the purposes of this **Policy**:

a) all **Claims**, costs, expenses, losses and payments arising from the same, or

substantially the same, cause, event, series of related events or circumstances will be treated as a single **Insured Incident** and will be subject to one **Maximum Amount Payable**;

b) where more than one section of cover applies to the same, or substantially the same,

underlying cause, all amounts payable under those sections will count towards the same **Maximum Amount Payable**; and

c) for any **Claim** relating to **Rent** arrears under **Section 1 – Rent Protection**, the **Insured**

Incident will be deemed to occur on the date the outstanding **Rent** arrears first

exceed **£250**. **Insured Property** The residential property recorded by **Us** or the **Administrator** as being covered under this **Policy** from time to time.

Insurer

Accelerant Insurance UK Limited.

Letting and Property Managing Agent

Any person or organisation authorised by **You** to manage, administer, let, or oversee the **Insured Property** on **Your** behalf.

This may include responsibilities such as:

- collecting **Rent**;
- managing the **Tenancy Agreement;**
- dealing with **Tenants**;
- arranging maintenance and inspections; and
- handling other property management activities.

Maximum Amount Payable

The **Maximum Amount Payable** is the most **We** will pay for a single **Insured Incident** under this **Policy**, including any appeal that **We** agree to support.

This limit applies to all **Claims,** costs, expenses, losses and payments arising from the same **Insured Incident**, regardless of:

- the number of **Claims** made;
- the number of benefits claimed;
- the number of sections of cover that apply; or
- the number of persons entitled to benefit from the **Claim**.

The **Maximum Amount Payable** is shown in the **Policy Schedule**. Unless a different amount is shown in the **Policy Schedule**, the **Maximum Amount Payable** will be **£100,000**.

Notification Date

The **Notification Date** is the date on which **We** first receive notice of a **Claim** or of a dispute, incident or circumstance that may give rise to a **Claim** under this **Policy**.

You may notify a **Claim** before all supporting information or documentation is available, provided sufficient information is supplied to enable **Us** to identify:

- **You** as the **Policyholder;**
- the **Insured Property** or relevant **Policy;**
- the nature of the dispute, incident or circumstance; and
- the date on which **You** first became aware of the matter.

For the purposes of any notification requirement, deadline, notification band or Excess under this **Policy**, including those applicable under **Section 1 – Rent Protection,** the **Notification Date** will be the date on which **We** first receive notice of the **Claim** or potential **Claim.**

The subsequent receipt of information, documentation or other evidence will not alter the **Notification Date**.

Notification of a **Claim** or potential **Claim** does not, by itself, mean that **We** have accepted cover or agreed that the **Claim** is covered under this **Policy**.

Period of Insurance

The period during which this **Policy** remains in force, beginning on the effective date shown in the **Policy Schedule** and ending when the **Policy** expires, is cancelled or is otherwise terminated in accordance with its terms.

Policy

The insurance contract between **You** and **Us**. It consists of:

- this **Policy** document
- the **Policy Schedule**; and
- any **Endorsements** that apply to **Your Policy**.

Together these documents set out the cover provided and the terms, conditions, exclusions and limits that apply.

Policyholder

The person or organisation named in the **Policy Schedule** who enters into this insurance contract with **Us** and who is identified as the landlord in the **Tenancy Agreement**. **Policy Schedule** The document that contains the details specific to **Your** insurance, including:

- **Policyholder**;
- the **Insured Property** covered by this **Policy**;
- the cover selected;
- the **Period of Insurance**;
- any applicable limits; and
- any **Endorsements** that apply to this **Policy**. **Reasonable Prospects of Success** The likelihood, assessed by **Us** or a by suitably qualified expert acting on **Our** behalf, that there is a **greater than a 50% chance** of achieving the legal remedy, outcome or recovery being sought.

In possession proceedings, this assessment may take into account the likelihood of obtaining and enforcing a possession order, and not just the likelihood of success at a final hearing or trial.

When assessing **Reasonable Prospects of Success**, **We** may consider:

- the likelihood of obtaining the remedy sought;
- the likelihood of enforcing any judgment, order or award obtained;
- whether a reasonable person without the benefit of insurance would pursue, defend or continue the matter; and
- any relevant legal, procedural or practical factors affecting the likely outcome of the **Claim**.

Referencing Provider

The **Administrator** or another provider approved by **Us** to carry out, obtain or supply **Tenant** and **Guarantor** references for the purposes of this **Policy**.

Re-let

The letting of the **Insured Property** to a new **Tenant** after **Vacant Possession** has been obtained from the previous **Tenant**.

Rent

The monthly **Rent** payable by the **Tenant** to **You** under the **Tenancy Agreement**, including any lawful increase **We** have approved.

The maximum **Rent** covered by this **Policy** is **£8,000** per calendar month, unless otherwise agreed by **Us** and shown in the **Policy Schedule.**

Where the monthly **Rent** exceeds the maximum **Rent** applicable to the **Insured Property, Our** liability shall be limited to that maximum amount.

Rent Schedule

The record maintained by **You** or **Your Letting and Property Managing Agent** showing:

- the **Rent** payable under the **Tenancy Agreement**,
- the dates on which **Rent** is due,
- all **Rent** payments received, and
- any arrears, credits, adjustments, or outstanding balances.

Right to Rent Requirements

The legal obligations applicable in England under Right to Rent legislation and, for properties outside England, any equivalent legal requirements relating to tenant identity checks, eligibility verification, or the right to occupy residential property.

Satisfactory Reference

A reference obtained for each **Tenant** and where applicable each **Guarantor** that satisfies the **Minimum Referencing Requirements** set out in this **Policy** and confirms the maximum **Rent** supported by the assessment at the date the reference is completed.

The reference must include, or otherwise address through an alternative assessment process approved by **Us:**

- previous landlord checks;
- employment and income verification;
- assessment of the **Affordability Requirement**; and
- credit history checks.

The reference will be assessed against the **Minimum Referencing Requirements** and the **Affordability Requirement**, and the criteria agreed between **Us** and the **Referencing Provider** and applying on the date the reference is completed.

Where **We** have approved an alternative assessment process, a **Tenant** or **Guarantor** who passes that assessment will be treated as meeting the **Minimum Referencing Requirements** for the purposes of this **Policy**.

Standard Adviser's Terms of Appointment

Our agreement with the **Appointed Adviser** setting out the services they will provide and the fees, costs and expenses **We** will pay for work carried out in connection with an **Insured Incident**.

Tenant

The individual or company renting the **Insured Property** under a **Tenancy Agreement**.

The **Tenant** must:

- be named in, and have signed the **Tenancy Agreement**;
- meet the **Eligibility Requirements** of this **Policy**; and
- not be a designated person under UK financial sanctions legislation.

Where the **Tenant** is an individual, they must occupy the **Insured Property** as their main home throughout the **Tenancy**.

Where the **Tenant** is a company, the **Insured Property** must be occupied solely for residential purposes by the company's employees, authorised personnel and their immediate families.

The company tenancy must not be granted for the occupation of a director, shareholder, beneficial owner or person exercising control of the company.

Unless **We** agree otherwise and this is shown in the **Policy Schedule**, cover will not apply to any **Tenant** who does not meet this definition.

Tenant Damage

Physical loss of or damage to the **Insured Property**, including any contents within the **Insured Property** owned by **You**, caused by the **Tenant.**

Tenant Damage does not include:

- normal wear and tear;
- gradual deterioration;
- maintenance, decoration or cleaning;
- any defect, damage or condition that existed before the damage occurred; or
- betterment, where a repair or replacement improves the condition of the **Insured Property** beyond its condition immediately before the damage occurred.

For the purposes of this **Policy**:

a) the damage must have occurred while cover applied to the **Insured Property**; and b) there must be documentary evidence reasonably satisfactory to **Us** that:

o the **Tenant** is responsible for the damage; and o the damage is the subject of a valid claim against the **Deposit** or an **Approved**

Deposit Alternative.

Tenancy

The occupation of the **Insured Property** by a **Tenant** under a **Tenancy Agreement**.
Tenancy Agreement The written, signed and legally binding agreement between **You** and the **Tenant** that sets out:

- the rights and responsibilities of each party;
- the terms on which the **Tenant** occupies the **Insured Property**; and
- the **Rent** payable.

The agreement must:

- include a legally enforceable right to end the **Tenancy**; and
- comply with the relevant residential letting legislation applicable within the **Territorial Limit**.

This includes:

- assured periodic tenancies in England;
- occupation contracts in Wales;
- private residential tenancies in Scotland;
- private tenancies in Northern Ireland; and
- company residential tenancies approved by **Us**. **Territorial Limit** England, Scotland, Wales and Northern Ireland.

Vacant Possession

The date on which the **Insured Property** is returned to **Your** control because the **Tenant** is no longer entitled to occupy it because the **Tenant** has:

- returned the keys;
- abandoned the property; or
- been evicted through a court process.

We, Our, Us

The **Insurer** acting through Bspoke Underwriting Ltd and its authorised representatives.

You, Your

The **Policyholder**.

YOUR COVER

This section explains what is covered by **Your Policy**, what is not covered, and how claims are handled and settled.

Maximum Amount Payable

The **Maximum Amount Payable** for any one **Insured Incident**, including any appeal that **We** agree to support**,** is shown in the **Policy Schedule**. If no different amount is shown, the **Maximum Amount Payable is £100,000**.

The limits shown in the table below form part of, and do not increase the **Maximum Amount Payable**.

Where more than one benefit, section of cover or **Claim** arises from the same **Insured Incident**, all amounts payable will be added together and count towards the same **Maximum Amount Payable**.

Example

If a **Tenant** defaults on **Rent** and this results in a **Claim** for **Rent** arrears, possession proceedings, **Tenant Damage** payments and other insured costs, all amounts paid in relation to that insured incident will count towards a single **Maximum Amount Payable**.

For further details of how this limit applies, please see the definition of **Maximum Amount Payable** in the **Definitions** section.

Section	Benefit	Maximum Amount Payable
Section 1 – Rent Protection	First month of Tenancy protection	One month's Rent
Section 1 – Rent Protection	Rent arrears and Vacant Possession proceedings	The Rent due and payable under the Tenancy Agreement from the first unpaid Rent payment until Vacant Possession is obtained, subject to the terms, conditions and limits of Section 1 – Rent Protection.
Section 1 – Rent Protection	Rent support post Vacant Possession	100% of monthly Rent for the first month; 75% of monthly Rent for the second month; and 50% of monthly Rent for the third month
Section 1 – Rent Protection	Tenant Damage	£1,000
Sections 2, 3, 5, 6, 7, 8 and 9	Adviser's Costs and Expenses	Included within the Maximum Amount Payable
Section 4 – Alternative Accommodation and Storage Costs	Alternative Accommodation Costs	£250 per day for a maximum of 30 days
Section 4 – Alternative Accommodation and Storage Costs	Storage Costs	£50 per day for a maximum of 30 days
Section 10 – Witness Expenses	Witness Expenses	£1,000

SECTION 1 – RENT PROTECTION COVER

A. WHAT IS COVERED

General Conditions Applying to this Section

The following conditions apply to all benefits available under this Section. **If Rent is Missed You** must notify **Us** as soon as reasonably practicable after becoming aware of **Rent** arrears.

To be covered under this Section:

- the **Claim** must be notified in accordance with the **Claims-Made Basis condition** set out in the **Making a Claim** section of this **Policy**; and
- the **Notification Date** must be no later than **60 days** after the first missed **Rent** payment.

The level of **Rent Protection** available depends upon when the **Claim** is notified. Please refer to the **Making a Claim** section of this **Policy**.

Where the **Notification Date** is more than **60 days** after the first missed **Rent** payment, cover for **Rent** arrears will not apply.

However, **We** will accept a **Claim** for **Adviser's Costs and Expenses** incurred in pursuing **Vacant Possession** of the **Insured Property**, subject to the terms, conditions, exclusions and limits of this **Policy**. **We** will not provide cover under this Section where less than **£250 Rent** is owed. **1. First month of Tenancy protection** **We** will pay up to **one month's Rent** where:

- the **Tenant** has been granted access to the **Insured Property**; and
- the first month's **Rent** has not been paid.

Before making any payment under this benefit, the **Appointed Adviser** will take reasonable steps to contact the **Tenant** and any **Guarantor** to seek repayment of the outstanding **Rent.**

2. Repossession proceedings and Rent Arrears

IMPORTANT

This cover applies only where: **We** have accepted the claim; there are **Reasonable Prospects of Success**; and all **Policy** terms and conditions have been met.

We will pay:

- **Adviser's Costs and Expenses** incurred in obtaining **Vacant Possession** of the **Insured Property**; and
- **Rent** arrears from the date **Rent** first became overdue until **Vacant Possession** is obtained, less any applicable **Excess**.

3. Post-Vacant Possession Rent and Tenant Damage

This cover applies only where: **We** have accepted the **Claim**; there are **Reasonable Prospects of Success**; and all **Policy** terms and conditions have been met.

If, following **Vacant Possession** obtained through a **Claim** accepted under this **Policy**, **Tenant Damage** prevents the **Insured Property** from being returned to a suitable condition to **Re-let, We** will pay:

a) Rent support

- **100%** of the monthly **Rent** for the first month following **Vacant Possession**;
- **75% of** monthly **Rent** for the second month following **Vacant Possession**; and
- **50%** of monthly **Rent** for the third month following **Vacant Possession**.

This benefit will apply for a maximum of **three months**.

Payment under this benefit will cease when the **Insured Property** has been returned to a suitable condition to **Re-let,** whether or not the maximum three-month period has been reached.

b) Tenant Damage contribution

- Up to **£1,000** towards the cost of repairing **Tenant Damage** that cannot be recovered from the **Deposit** or any **Approved Deposit Alternative**.

B. WHAT IS NOT COVERED

We will not pay for: **1. First month of Tenancy protection**

- **More than one month's Rent** under this benefit.
- Any **Claim** that does not meet the **Eligibility Requirements** of this **Policy**.
- Any **Claim** that falls within the **General Exclusions** of this **Policy**.

2. Repossession proceedings and Rent Arrears

- **Rent** arrears where the **Notification Date** is more than **60 days** after the first missed **Rent** payment.
- **Rent** arrears of less than **£250**.
- **Rent** due after **Vacant Possession** of the **Insured Property** has been obtained, except where cover applies under **Post-Vacant Possession Rent and Tenant Damage**.
- Any applicable **Excess** where a **Rent** arrears **Claim** is notified between **46 and 60** days after the first missed **Rent** payment.
- **Claims** where information reasonably requested by **Us** or the **Appointed Adviser** is not provided within **14 days,** or as soon as reasonably practicable thereafter, unless **We** agree otherwise;
- Losses arising from actions taken without the agreement of the **Appointed Adviser** where those actions:

o increase the amount payable under the **Claim**; or o adversely affect the recovery of **Vacant Possession**; or o adversely affect the recovery of monies owed.

- More than **12 months' Rent** payments where the **Tenant** raises a valid legal defence to possession proceedings.

3. Post-Vacant Possession Rent and Tenant Damage

- **Rent** support after the **Insured Property** has been returned to a suitable condition to **Re-let**.
- **Rent** support where **You** cannot provide evidence that **You** took reasonable steps to **Re-let** the **Insured Property**.
- **Tenant Damage** that can be recovered from the **Deposit** or **Approved Deposit Alternative.**
- **Tenant Damage** exceeding **£1,000**.
- **Tenant Damage** resulting from: o normal wear and tear; o gradual deterioration; o defects in the property; o maintenance, decorating or cleaning; or o improvements or betterment.

4. General

- Any payment that would result in **You** recovering more than the actual financial loss suffered.
- Any **Claim** where **You** have waived, written off or otherwise agreed to abandon **Rent** arrears without **Our** prior agreement.
- Any **Claim** falling within the **General Exclusions** section of this **Policy**.

C. WHAT YOU NEED TO DO

To maintain cover under this section, **You** must comply with the following requirements.

1. Before the Tenancy starts

You must:

- obtain a **Satisfactory Reference** for each **Tenant** and any **Guarantor**;
- either o collect and protect a **Deposit** in accordance with applicable legislation; or o ensure an **Approved Deposit Alternative** accepted by **Us** is in place.

Where a **Holding Deposit** has been taken, **You** must retain records showing compliance with all applicable legal requirements relating to that **Holding Deposit**. **2. Rent Increases You** must notify **Us** of any **Rent** increase as soon as reasonably practicable and no later than **30 days** after the increase takes effect.

Any increase in **Rent** must continue to satisfy the **Affordability Requirement** of this **Policy**.

A new **Satisfactory Reference** must be obtained before a **Rent** increase takes effect for an **Insured Property** if the proposed **Rent** is more than **10% higher** than the maximum **Rent** supported by the most recent **Satisfactory Reference** for that **Insured Property**, unless **We** agree otherwise in writing.

This requirement applies whether the proposed **Rent** exceeds the threshold following a single **Rent** increase or a series of **Rent** increases.

The new **Satisfactory Reference** must confirm that the **Tenant** and any **Guarantor** meet the **Affordability Requirement** based on the proposed **Rent.**

We may request reasonable evidence of compliance with this condition, including updated affordability information and supporting documentation relating to the **Tenant,** any **Guarantor** or the **Tenancy Agreement**.

If **You** fail to comply with this condition, cover will continue to apply only to the **Rent** payable immediately before the increase took effect, unless **We** agree otherwise in writing. **3. During the claim** While a **Claim** remains open, **You** must:

- co-operate with **Us** and the **Appointed Adviser**;
- allow **Us** and the **Appointed Adviser** to negotiate with the **Tenant** and any **Guarantor** on **Your** behalf and cooperate with any reasonable recovery action;
- provide any information reasonably requested by **Us** or the **Appointed Adviser** within **14 days,** or as soon as reasonably practicable thereafter, unless **We** agree otherwise;
- take reasonable steps to confirm whether the **Tenant** remains in occupation of the **Insured Property** and, where requested by **Us,** provide details of the enquiries made and the information relied upon. Reasonable steps may include, but are not limited to:

o attempting to contact the **Tenant** using the most recent telephone number,

email address and any other contact details held;

o keeping a record of all attempts to contact the **Tenant** and any responses

received;

o identifying indicators that the **Tenant** may no longer be in occupation, such as large amounts of uncollected post, the removal of furniture and personal belongings, utilities appearing not to be in use, or keys being returned or posted through the letterbox;

- provide an updated **Rent Schedule** within **30 days** of each missed **Rent** payment;
- provide relevant correspondence relating to the arrears upon request;
- notify **Us** immediately if the **Tenant** or any **Guarantor** enters a **Debt Respite (Breathing Space) Arrangement** or similar scheme; and
- keep **Us** informed of developments that may affect the **Claim.**

Rent Schedules must only include payments received from the **Tenant, Guarantor** or another third party. Payments made under this **Policy** must not be included. **4. Claims for Tenant Damage** Before claiming for **Tenant Damage**, **You** must:

- seek recovery from the **Deposit** or **Approved Deposit Alternative** first;
- submit a **Claim** for the full value of the **Tenant Damage** being claimed;
- provide details of that **Claim** upon request;
- provide any adjudication decision; and
- provide supporting invoices, receipts or other evidence of repair costs where reasonably requested.

Where **You** are claiming **Rent** support, **You** must also provide evidence that:

- the **Insured Property** cannot be **Re-let** because of **Tenant Damage**; and
- **You** have taken reasonable steps to **Re-let** the **Insured Property**. **5. Tell Us about any payments received You** must notify **Us** as soon as reasonably practicable if any payment is received towards **Rent** arrears being claimed under this **Policy** from:
- the **Tenant**;
- a **Guarantor**; or
- any other person or party.

Any such payment will reduce the amount payable under the **Claim**.

If **You** receive, either directly or through a **Letting and Property Managing Agent**, any **Rent** arrears payment that has already been paid by or reimbursed by **Us** under this **Policy**, **You** must repay that amount to **Us** within **30 days** of receipt.

6. Do not write off Rent arrears

You must not waive, write off or otherwise abandon any **Rent** arrears without **Our** prior agreement.

If **You** write off **Rent** arrears that **We** have already paid under this **Policy**, **You** must repay those amounts to **Us**. **7. How We will administer the claim We** may:

- temporarily withhold an amount equal to the **Deposit,** or an equivalent amount where an **Approved Deposit Alternative** applies, from continuing **Rent** payments until the outcome of the **Deposit** claim is known;
- request further information reasonably required to assess, validate or manage the **Claim**; and
- close the **Claim** where there are no longer **Reasonable Prospects of Success**.

If more than **three months** have passed since the most recent **Rent** arrears arose and there are no longer **Reasonable Prospects of Success** in obtaining **Vacant Possession**, **We** may close the **Claim**.

Any decision to renew this **Policy** at the end of the **Period of Insurance** will be made in accordance with **Our** underwriting criteria then in force.

We will explain any decision not to accept all or part of a **Claim** and will notify **You** when the **Claim** has been concluded

Any request for information made by **Us** may be directed to **You**, or the **Letting and Property**

Managing Agent.

Quick Checklist

Before making a **Claim**, make sure that **You** have:

- Reported **Rent** arrears within the required timescales
- Contacted the **Tenant** and any **Guarantor** as required
- Retained copies of all correspondence
- Collected and protected the **Deposit,** or put in place an **Approved Deposit Alternative** accepted by **Us;**
- Provided monthly **Rent Schedules** and **Claim** updates
- Responded promptly to requests for information
- Sought recovery from the **Deposit** or **Approved Deposit Alternative** before making a **Tenant Damage Claim**
- Notified any payments received from the **Tenant**, **Guarantor** or any other person or party
- Not waived, written off, compromised or otherwise abandoned **Rent** arrears without **Our** agreement; and
- Retained evidence of any **Tenant Damage** being claimed.

D. HOW WE PAY CLAIMS

1. Claim acceptance

We will assess **Your Claim** once **We** have received all information and documents reasonably required to do so.

If **We** accept **Your Claim**, **We** will confirm the **Claim Acceptance Date** in writing.

If **We** do not accept all or part of **Your Claim**, **We** will explain **Our** decision. **2. Rent payments**

Starting Rent payments

Where:

- a **Claim** is notified within **60 days** of the first missed **Rent** payment; and
- **We** have accepted the **Claim**,

Rent payments will begin within **30 days** of the **Claim Acceptance Date**, subject to any applicable **Excess**

Monthly Rent payments

Rent payments are made monthly in arrears. To continue receiving **Rent** payments, **You**

must provide an updated **Rent Schedule** each month.

Rent Schedules must include only payments received from:

- the **Tenant**;
- a **Guarantor**; or
- any other person or party.

Payments made by **Us** under this **Policy** must not be included in the **Rent Schedule**.

Failure to provide an updated **Rent Schedule** when required may result in further **Claim** payments being delayed or suspended until the updated **Rent Schedule** is received. **3. Payments received from other sources** Any payment received from:

- the **Tenant**;
- a **Guarantor**; or
- any other person or party,

towards **Rent** arrears being claimed under this **Policy** will reduce the amount payable under the **Claim.**

If any amount paid under this **Policy** is subsequently recovered by **You** from another source, **You** must notify **Us** as soon as reasonably possible.

Where **Rent** arrears have already been paid by **Us**, any duplicate payment subsequently recovered by **You** must be repaid to **Us** within **30 days**.

4. Deposit claims

Following **Vacant Possession**, **We** may temporarily withhold an amount equal to the **Deposit**, or an equivalent amount where an **Approved Deposit Alternative** applies, from ongoing **Rent** payments until the outcome of the **Deposit** claim is known. Where damage is settled from the **Deposit** or **Approved Deposit Alternative** without adjudication, **We** will release any withheld **Rent** payments upon receipt of evidence reasonably sufficient to demonstrate:

- the nature and extent of the damage;
- that the **Tenant** was responsible for the damage;
- the cost of repair or replacement; and
- that the amount claimed is reasonable.

Evidence may include:

- invoices or receipts;
- contractor quotations or estimates;
- details of the contractor carrying out the work;
- evidence of materials purchased;
- photographs of the damage and any repairs; or
- any other information **We** reasonably require to assess the **Claim**.

We will release any withheld **Rent** payments to the extent that the evidence provided does not justify retention of the full amount withheld.

Where a **Deposit** scheme adjudicator, court or other competent body determines the amount payable in respect of damage, **We** will release any withheld **Rent** payments up to the amount awarded for damage.

Where a formal adjudication decision is provided, **We** will normally rely upon that decision and will not require supporting invoices.

All other terms, conditions, exclusions and limits of this **Policy** will continue to apply **5. Recovery of payments** If **We** have paid **Rent** arrears, **Tenant Damage** costs or other benefits under this **Policy** and those amounts are subsequently recovered from another source, **We** may recover the corresponding amount from **You**.

You must take reasonable steps to assist **Us** in recovering any amounts paid under this **Policy** where requested.

6. Claim closure

We will notify **You** when **Your Claim** has been concluded.

We may close a **Claim** where:

- there are no longer **Reasonable Prospects of Success**;
- **Vacant Possession** has been obtained and all payments due have been made; or
- **You** fail to comply with the **Policy** requirements; or

- there are no longer **Reasonable Prospects of Success** in obtaining **Vacant Possession** or recovering any monies owed.

If more than three months have passed since the most recent **Rent** arrears arose and there are no longer **Reasonable Prospects of Success** in obtaining **Vacant Possession**, **We** may close the **Claim**. Any decision to renew this **Policy** at the end of the **Period of Insurance** will be made in accordance with **Our** underwriting criteria in force at that time. **We** will confirm any **Claim** closure in writing.

SECTION 2 – REPOSSESSION COVER

A. WHAT IS COVERED

We will pay the **Adviser's Costs and Expenses** reasonably incurred in taking legal action to obtain **Vacant Possession** of the **Insured Property** where:

- **You** are legally entitled to seek **Vacant Possession** following a breach of the **Tenancy Agreement** by the **Tenant**, including non-payment of **Rent**; and
- there are **Reasonable Prospects of Success**.

This section provides cover for obtaining **Vacant Possession** of the **Insured Property.** Any **Claim** for **Rent** arrears or **Rent** payments is covered separately under **Section 1 – Rent Protection**, subject to the terms, conditions, exclusions and limits applicable to that Section.

B. WHAT IS NOT COVERED

We will not pay for:

- **Rent** arrears, unpaid **Rent** or any other financial loss arising from the non-payment of **Rent** which are covered separately under **Section 1** - **Rent Protection**;
- the cost of serving, re-serving, correcting, replacing or remedying a notice seeking possession where the original notice was invalid, defective or served incorrectly;
- legal proceedings, applications or disputes other than those incurred in obtaining **Vacant Possession** of the **Insured Property** in accordance with this Section; or
- any **Claim** falling within the **General Exclusions** section of this **Policy**. **C. WHAT YOU NEED TO DO**

To maintain cover under this Section, **You** must comply with the following requirements:

1. Notify Us promptly

You must:

- notify **Us** as soon as reasonably practicable after becoming aware of any circumstance that may require possession proceedings.
- provide all information and documentation reasonably requested by **Us** or the **Appointed Adviser**.

2. Co-operate with the claim

You must:

- co-operate fully with **Us** and the **Appointed Adviser**;
- provide any information or documentation reasonably requested by **Us** or the **Appointed Adviser** within **14 days,** or as soon as reasonably practicable thereafter, unless **We** agree otherwise in writing;
- attend any hearings, meetings or appointments where reasonably required;
- allow **Us** and the **Appointed Adviser** to act on **Your** behalf in progressing the **Claim**; and
- keep **Us** informed of any developments that may affect the **Claim**.

3. Comply with licensing requirements

Where a licence is required by law in relation to the **Insured Property**, **You** must be able to demonstrate that:

- a valid licence has been issued; or
- a valid licence application is being processed where permitted by law; and
- all applicable licence conditions have been complied with.

4. Assist With Recovery of Possession

You must not take any action that could adversely affect the possession proceedings without first consulting **Us** or the **Appointed Adviser**.

This includes:

- serving notices without advice where a **Claim** has been notified;
- agreeing arrangements with the **Tenant** that could affect possession proceedings; or
- taking any action that may prejudice the **Reasonable Prospects of Success**.

5. Maintain Reasonable Prospects of Success

Reasonable Prospects of Success must exist throughout the **Claim**.

You must provide any information or assistance reasonably required to allow **Us** and the **Appointed Adviser** to assess whether

Reasonable Prospects of Success continue to exist. **D. HOW WE WILL ADMINISTER THE CLAIM**

1. Appointment of an Adviser

Where cover applies, **We** will normally appoint a law firm or other suitably qualified **Appointed Adviser** to act on **Your** behalf.

The **Appointed Adviser** will manage the **Claim** and take any legal action that **We** agree is necessary.

2. Ongoing Assessment

We and the **Appointed Adviser** may review the merits of the **Claim** at any time.

If **Reasonable Prospects of Success** no longer exist, **We** may stop supporting and close the **Claim** in accordance with the terms and conditions of this **Policy**.

3. Claim Closure

We will notify **You** when the **Claim** has been concluded.

We may close the **Claim** where:

- **Vacant Possession** has been obtained;
- there are no longer **Reasonable Prospects of Success**;
- the **Claim** has been settled; or
- **You** fail to comply with a material requirement of this **Policy**.

If **We** stop supporting a **Claim**, or close a **Claim**, **We** will explain **Our** decision.

We will confirm any **Claim** closure in writing.

SECTION 3 – RENT RECOVERY COVER

A. WHAT IS COVERED

We will pay the **Adviser's Costs and Expenses** of pursuing a **Tenant** to recover **Rent** owed to **You** under the **Tenancy Agreement**.

Cover applies only if:

- the amount owed at the time the **Claim** is notified is no more than **£1,000** or one month's **Rent**, whichever is lower;
- the debt is not eligible for cover under **Section 1 – Rent Protection**; and
- there are **Reasonable Prospects of Success.**

This section is intended to assist with the recovery of smaller **Rent** debts that are not being claimed under **Section 1 – Rent Protection**.

A debt, or any part of a debt, may not be claimed under both this Section and **Section 1 – Rent Protection**. **B. WHAT IS NOT COVERED**

We will not pay for

- claims where the amount owed is more than **£1,000** or **one month's Rent**, **whichever is lower**;
- claims where there are no **Reasonable Prospects of Success**;
- **Rent** arrears being claimed under **Section 1 - Rent Protection**; or
- any claim falling within the **General Exclusions** of this **Policy**.

We will not pay for:

- **Claims** where the amount owed is more than **£1,000** or **one month's Rent,** whichever is lower;
- **Claims** where there are no **Reasonable Prospects of Success**;
- **Rent** arrears being claimed under **Section 1 - Rent Protection**; or
- any **Claim** falling within the **General Exclusions** of this **Policy**.

C. WHAT YOU NEED TO DO

To maintain cover under this Section, **You** must comply with the following requirements:

1. Notify Us promptly

You must:

- notify **Us** as soon as reasonably practicable if **You** wish to pursue recovery of unpaid **Rent** under this Section; and
- provide all information and documentation reasonably requested by **Us** or the **Appointed Adviser**.

2. Support the claim

You must:

- co-operate fully with **Us** and the **Appointed Adviser**;
- provide any information, documents and evidence reasonably requested by **Us** or the **Appointed Adviser** within **14 days**, or as soon as reasonably practicable thereafter, unless **We** agree otherwise;
- provide evidence of the **Rent** owed, including an up-to-date **Rent Schedule**, where reasonably requested;
- provide copies of the **Tenancy Agreement** and any relevant correspondence, where reasonably requested; and
- keep **Us** informed of any developments that may affect the **Claim**.

3. Tell Us about any payments received

You must notify **Us** as soon as reasonably practicable if **You** receive any payment towards the **Rent** arrears from:

- the **Tenant**;
- a **Guarantor**; or
- any other person or party.

Any payment received towards the **Rent** arrears will be taken into account when calculating the amount payable under the **Claim.**

4. Maintain Reasonable Prospects of Success

Reasonable Prospects of Success must exist throughout the **Claim.**

You must provide any information or assistance reasonably required to allow **Us** and the

Appointed Adviser to assess whether ongoing **Reasonable Prospects of Success** continue to exist.

D. HOW WE WILL ADMINISTER THE CLAIM

1. Appointment of an Adviser

Where cover applies, **We** will normally appoint a law firm or other suitably qualified **Appointed Adviser** to act on **Your** behalf.

The **Appointed Adviser** will manage the recovery action and take any legal steps that **We** agree are appropriate.

2. Ongoing Assessment

We and the **Appointed Adviser** may review the merits of the **Claim** at any time.

If **Reasonable Prospects of Success** no longer exist, **We** may stop supporting the **Claim** and close the **Claim** in accordance with the terms and conditions of this **Policy**.

3. Recovery of Costs

You must take reasonable steps to recover any **Adviser's Costs and Expenses** awarded by a court or agreed as part of a settlement.

Any **Adviser's Costs and Expenses** recovered from the **Tenant** or any other person or party, which have been paid by **Us** under this **Policy**, must be repaid to **Us.**

4. Claim Closure

We will notify **You** when the **Claim** has been concluded.

We may close the **Claim** where:

- the **Rent** arrears have been recovered in full;
- the **Claim** has been settled;
- there are no longer **Reasonable Prospects of Success**; or
- **You** fail to comply with a material requirement of this **Policy** and that failure materially prejudices the handling of the **Claim**.

If **We** stop supporting a **Claim**, **We** will explain **Our** decision.

We will confirm any **Claim** closure in writing.

SECTION 4 – ALTERNATIVE ACCOMMODATION AND STORAGE COSTS

A. WHAT IS COVERED

We will pay the following costs where:

- cover applies under **Section 2 – Repossession Cover**
- a **Tenancy Agreement** has ended, and the **Tenant** has failed to give up possession of the **Insured Property**;
- **You** intend to occupy the **Insured Property** as **Your** home immediately following **Vacant Possession**; and
- **You** have no other suitable accommodation available for occupation.

Alternative Accommodation

The reasonable cost of **Your** temporary accommodation, up to **£250 per day (including VAT)** for a maximum of **30 days.**

Storage Costs

The reasonable cost of storing **Your** personal belongings, up to **£50 per day (including VAT)** for a maximum of **30 days.**

B. WHAT IS NOT COVERED

We will not pay for:

- **Alternative Accommodation Costs** exceeding **£250 per day** or incurred for more than **30 days**;
- **Storage Costs** exceeding **£50 per day** or incurred for more than **30 days**;
- **Alternative Accommodation** or **Storage Costs** incurred before a **Claim** for **Vacant Possession** has been accepted under this **Policy**;
- **Alternative Accommodation** or **Storage Costs** where **You** do not intend to occupy the **Insured Property** as **Your** home following **Vacant Possession**;
- **Alternative Accommodation** or **Storage Costs** where **You** have other suitable accommodation available for occupation;
- costs that cannot be supported by invoices, receipts or other evidence reasonably demonstrating that costs were incurred; or
- any **Claim** falling within the **General Exclusions** of this **Policy**.

C. WHAT YOU NEED TO DO

To maintain cover under this Section, **You** must comply with the following requirements:

1. Notify Us promptly

You must notify **Us** as soon as reasonably practicable if **You** may require **Alternative Accommodation** or **Storage Costs** under this Section.

2. Provide supporting evidence

You must provide:

- invoices, receipts or other evidence of **Alternative Accommodation Costs** incurred;
- invoices, receipts or other evidence of **Storage Costs** incurred; and
- any additional information reasonably requested by **Us** or the **Appointed Adviser**.

3. Co-operate with the claim

You must:

- co-operate fully with **Us** and the **Appointed Adviser**;
- provide any information reasonably requested by **Us** or the **Appointed Adviser** within the timescales reasonably specified by **Us** or the **Appointed Adviser**; and
- keep **Us** informed of any developments that may affect the **Claim**.

D. HOW WE WILL ADMINISTER THE CLAIM

1. Assessment of Costs

We will assess the information and supporting documents provided to determine whether:

- the **Claim** meets the requirements of this Section; and
- the costs claimed are covered under this **Policy**.

2. Payment of Valid Claims

Where cover applies, **We** will pay eligible **Alternative Accommodation Costs** and

Storage Costs up to the limits shown in this Section.

3. Claim Closure

We will notify **You** when the **Claim** has been concluded.

We will close the **Claim** where:

- **Vacant Possession** has been obtained and all amounts payable under this Section have been paid;
- the maximum benefit period has been reached; or
- **You** fail to provide information reasonably required to assess the **Claim** and that failure materially prejudices **Our** ability to assess or administer the **Claim**.

If **We** do not accept all or part of a **Claim** under this Section, **We** will explain **Our** decision.

We will confirm any **Claim** closure in writing.

SECTION 5 – PROPERTY DAMAGE RECOVERY COVER

A. WHAT IS COVERED

We will pay the **Adviser's Costs and Expenses** incurred in pursuing **Your** legal rights against a **Tenant** in respect of **Tenant Damage** where:

- the amount being claimed from the **Tenant,** after deduction of any amount recoverable from the **Deposit** or **Approved Deposit Alternative**, exceeds **£1,000**; and
- there are **Reasonable Prospects of Success**.

This cover is intended to help recover the cost of **Tenant Damage** where legal action against the **Tenant** is required.

B. WHAT IS NOT COVERED

We will not pay for:

- **Claims** where the amount being claimed from the **Tenant,** after the deduction of any amount recoverable from the **Deposit** or an **Approved Deposit Alternative** is **£1,000** or less;
- **Claims** where there are no **Reasonable Prospects of Success**;
- **Claims** arising from any contract entered into by **You**, other than a **Tenancy Agreement** where the **Claim** is brought against the **Tenant**;
- any amount that can be recovered from the **Deposit** or an **Approved Deposit Alternative**;
- any amount that has been finally determined by a court, adjudicator or other competent body not to be recoverable from the **Tenant**; or
- any **Claim** falling within the **General Exclusions** section of this **Policy**.

C. WHAT YOU NEED TO DO

To maintain cover under this section, **You** must comply with the following requirements.

1. Maintain Proper Records

Before the **Tenancy** begins, a detailed and dated inventory and schedule of condition of the **Insured Property** and its contents must be completed.

The inventory must be signed, acknowledged, accepted electronically or otherwise accepted by the **Tenant** in a manner capable of being evidenced.

You must retain copies of all inventories, check-in reports, photographs and other evidence that may be required to support a **Claim.**

2. Notify Us Promptly

You must:

- notify **Us** as soon as reasonably practicable after becoming aware of any **Tenant Damage** that may give rise to a **Claim** under this Section;
- provide any information and documentation reasonably requested by **Us** or the **Appointed Adviser**.

3. Seek Recovery from the Deposit First

Before pursuing a **Claim** under this Section, **You** must:

- seek recovery from the **Deposit** or an **Approved Deposit Alternative**;
- provide details of any claim made against the **Deposit** or **Approved Deposit Alternative**;
- provide any adjudication decision, if reasonably requested.

Any amount recovered or recoverable from the **Deposit** or **Approved Deposit Alternative** will be deducted from the **Claim**.

4. Support the Claim

You must:

- co-operate fully with **Us** and the **Appointed Adviser**;
- provide any information, documents and evidence reasonably requested by **Us** or the **Appointed Adviser** within the timescales specified by **Us** or the **Appointed Adviser**;
- provide supporting evidence of the **Tenant Damage**, including photographs, inventories, invoices, quotations, receipts or other relevant documentation where reasonably requested;
- take reasonable steps to prevent further damage where reasonably possible; and

- keep **Us** informed of any developments that may affect the **Claim**.

5. Tell Us about any Recoveries

You must tell **Us** as soon as reasonably practicable if **You** receive any payment relating to the **Claim** from:

- the **Tenant**;
- a **Guarantor**;
- an insurer;
- a person responsible for the loss or damage; or
- any other person or organisation.

Any amount recovered in respect of the **Tenant Damage** will be taken into account when calculating the amount payable under the **Claim**.

D. HOW WE WILL ADMINISTER THE CLAIM

1. Appointment of an Adviser

Where cover applies, **We** will normally appoint a law firm or other suitably qualified **Appointed Adviser** to act on **Your** behalf.

The **Appointed Adviser** will assess the **Claim** and pursue recovery where appropriate.

2. Ongoing Assessment

We and the **Appointed Adviser** may review the merits of the **Claim** at any time.

If **Reasonable Prospects of Success** no longer exist, **We** may stop supporting the **Claim** and close the **Claim** in accordance with the terms and conditions of this **Policy**.

3. Recovery of Costs

You must take reasonable steps to recover any **Adviser's Costs and Expenses** awarded by a court or agreed as part of a settlement.

Any **Adviser's Costs and Expenses** recovered from the **Tenant** or any other person or party, which have been paid by **Us** under this **Policy** must be repaid to **Us.**

4. Claim Closure

We will notify **You** when the **Claim** has been concluded.

We may close the **Claim** where:

- the **Claim** has been settled;
- the amounts being claimed have been recovered in full;
- there are no longer **Reasonable Prospects of Success**; or
- **You** fail to comply with a material requirement of this **Policy** and that failure materially prejudices **Our** ability to assess, administer or pursue the **Claim**.

If **We** stop supporting or close a **Claim**, **We** will explain **Our** decision.

We will confirm any **Claim** closure in writing.

SECTION 6 – NUISANCE AND TRESPASS COVER

A. WHAT IS COVERED

Nuisance and Boundary Disputes

We will pay the **Adviser's Costs and Expenses** incurred in pursuing **Your** legal rights, in a dispute with a third party (other than a current **Tenant**) where the dispute involves:

- a nuisance;
- an encroachment;
- a boundary dispute; or
- interference with **Your** use, enjoyment or rights over the **Insured Property**.

Trespass

We will pay the **Adviser's Costs and Expenses** incurred in pursuing **Your** legal rights to remove any person occupying the **Insured Property** without **Your** permission, provided that the person occupying the **Insured Property** is not:

- the current **Tenant**; or
- a former **Tenant**.

Cover under this **Section applies** only where there are **Reasonable Prospects of Success.**

Important Note

In England, Wales and Scotland, unauthorised occupation of residential property may constitute a criminal offence. Where appropriate, **You** should contact the Police before taking any other action.

B. WHAT IS NOT COVERED

We will not pay for **Claims** relating to:

- compulsory purchase orders;
- planning applications;
- planning permissions;
- building regulations;
- restrictions imposed on the **Insured Property** by any government department, public authority or local authority;
- works carried out by, or on behalf of, a government department, public authority or local authority, unless the **Claim** relates to accidental physical damage caused to the **Insured Property**; or

any **Claim** falling within the **General Exclusions** section of this **Policy**

C. WHAT YOU NEED TO DO

To maintain cover under this section, **You** must comply with the following requirements.

1. Notify Us Promptly

You must notify **Us** as soon as reasonably practicable if **You** become aware of a nuisance, trespass, encroachment, boundary dispute or other matter that may result in a **Claim** under this Section.

2. Provide Supporting Information

You must:

- provide all information and documentation reasonably requested by **Us** or the **Appointed Adviser**;
- provide copies of any relevant correspondence, notices, photographs or reports;
- provide details of any action already taken; and
- respond to requests for information within **14 days,** or as soon as reasonably practicable thereafter, unless **We** agree otherwise.

3. Boundary Disputes

Where a **Claim** concerns a property boundary, **You** must be able to provide evidence showing the location of the boundary.

This may include:

- title deeds;
- Land Registry plans;
- conveyancing documents;
- surveyor's reports; or
- other suitable evidence.

4. Co-operate With the Claim

You must:

- co-operate fully with **Us** and the **Appointed Adviser**;
- allow the **Appointed Adviser** to act on **Your** behalf where appropriate;

- attend meetings, hearings or inspections if reasonably required; and
- keep **Us** informed of any developments that may affect the claim. **5. Do Not Prejudice the Claim You** must not take any action that could adversely affect the claim without first consulting **Us** or the **Appointed Adviser**.

This includes:

- agreeing settlements;
- granting rights or permissions;
- withdrawing complaints; or
- taking any other action that may adversely affect the **Claim** without **Our** agreement.

D. HOW WE WILL ADMINISTER THE CLAIM

1. Appointment of an Adviser

Where cover applies, **We** will normally appoint a law firm or other suitably qualified **Appointed Adviser** to act on **Your** behalf. **2. Assessment of the Claim We** and the **Appointed Adviser** will assess:

- whether the **Claim** falls within the scope of this Section; and
- whether there are **Reasonable Prospects of Success.**

Reasonable Prospects of Success must continue throughout the **Claim**.

3. Ongoing Review

We and the **Appointed Adviser** may review the merits of the **Claim** at any stage.

If **Reasonable Prospects of Success** no longer exist, **We** may stop supporting the **Claim** and close the **Claim** in accordance with the terms and conditions of this **Policy.**

4. Claim Closure

We will notify **You** when the **Claim** has been concluded.

We may close a **Claim** where:

- the nuisance, trespass, encroachment or boundary dispute has been resolved;
- the **Claim** has been settled;
- there are no longer **Reasonable Prospects of Success**; or
- **You** fail to comply with a material requirement of this **Policy**.

If **We** stop supporting or close a **Claim**, **We** will explain **Our** decision.

We will confirm any **Claim** closure in writing.

SECTION 7 – DEFENCE OF CRIMINAL PROSECUTIONS COVER

A. WHAT IS COVERED

We will pay the **Adviser's Costs and Expenses** incurred in defending **Your** legal rights where an issue arising from:

- the ownership, letting or management of the **Insured Property**; or
- an act or omission of a **Letting or Property Managing Agent** appointed by **You** and acting on **Your** behalf in connection with the **Insured Property**,

results in:

Interviews Under Caution

You being interviewed by:

- the Police; or
- another authority with the power to investigate or prosecute offences,

where **You** are suspected of committing a criminal offence.

Criminal Proceedings

Criminal proceedings being brought against **You** before a court or tribunal with criminal jurisdiction.

Cover under this Section applies only where there are **Reasonable Prospects of Success**, except for representation at an interview under caution.

For representation at an interview under caution, **We** will not require **Reasonable Prospects of Success** before providing cover.

B. WHAT IS NOT COVERED

We will not pay for:

- fines, penalties, sanctions or compensation orders imposed against **You**;
- costs arising from any deliberate, dishonest, fraudulent or reckless act where such conduct has been admitted by **You** or established by a court, tribunal or other competent authority;
- criminal proceedings that do not arise from the letting or management of the **Insured Property**;
- appeals unless **We** agree in advance that there are **Reasonable Prospects of Success**;
- **Claims** where there are no **Reasonable Prospects of Success**; or
- any **Claim** falling within the **General Exclusions** section of this **Policy**.

C. WHAT YOU NEED TO DO

To maintain cover under this section, **You** must comply with the following requirements.

1. Notify Us Promptly

You must tell **Us** as soon as reasonably practicable if:

- **You** are invited to attend an interview under caution;
- **You** receive a summons, requisition, charge or other criminal process; or
- **You** become aware of circumstances that may result in criminal proceedings.

2. Provide Information

You must:

- provide all information and documentation reasonably requested by **Us** or the **Appointed Adviser**;
- provide copies of any correspondence, notices, interview requests, court documents or prosecution papers;
- respond to requests for information within **14 days,** or as soon as reasonably practicable thereafter, unless **We** agree otherwise; and
- keep **Us** informed of any developments that may affect the **Claim**.

3. Co-operate With the Defence

You must:

- co-operate fully with **Us** and the **Appointed Adviser**;
- attend interviews, meetings, hearings or court proceedings where reasonably required;
- provide witness statements and evidence where necessary; and
- assist in preparing the defence.

4. Do Not Prejudice the Claim

Where reasonably practicable**, You** must consult the **Appointed Adviser** before:

- making any admission;
- entering a guilty plea; or
- taking any action that may materially prejudice the defence of the **Claim**.

D. HOW WE WILL ADMINISTER THE CLAIM

1. Appointment of an Adviser

Where cover applies, **We** will normally appoint a law firm or other suitably qualified **Appointed Adviser** to represent **You**.

2. Assessment of the Claim

We and the **Appointed Adviser** will assess:

- whether the matter falls within the scope of this Section; and
- whether there are **Reasonable Prospects of Success**.

Reasonable Prospects of Success must continue throughout any criminal proceedings for which cover is provided.

3. Ongoing Review

We and the **Appointed Adviser** may review the merits of the **Claim** at any stage.

If **Reasonable Prospects of Success** no longer exist, **We** may stop supporting the **Claim** and close the **Claim** in accordance with the terms and conditions of this **Policy**.

4. Claim Closure

We will notify **You** when the **Claim** has been concluded.

We may close the **Claim** where:

- the proceedings have been concluded, discontinued or otherwise brought to an end;
- there are no longer **Reasonable Prospects of Success**; or
- **You** fail to comply with a material requirement of this **Policy**.

If **We** stop supporting or close a **Claim**, **We** will explain **Our** decision.

We will confirm any **Claim** closure in writing.

SECTION 8 – CONTRACT DISPUTES COVER

A. WHAT IS COVERED

We will pay the **Adviser's Costs and Expenses** of pursuing or defending a dispute arising from an actual or alleged breach of contract entered into by **You;** or by **a Letting and Property Managing Agent** on **Your** behalf and within the authority granted by **You** for:

- the purchase, hire or supply of goods relating directly to the **Insured Property**; or
- the purchase or supply of services relating directly to the repair, maintenance, improvement or renovation of the **Insured Property**.

Cover applies only where:

- the value of the **Claim** or liability in dispute, excluding **Adviser's Costs and Expenses**, exceeds **£1,000** (including VAT); and
- there are **Reasonable Prospects of Success** throughout the **Claim.**

This cover does not apply to any claim, dispute or proceedings brought by **You** against a **Letting or Property Managing Agent** arising from their alleged negligence, breach of contract, breach of professional duty or other professional service failure.

B. WHAT IS NOT COVERED

We will not pay for:

- disputes where the amount in dispute is **£1,000 or less (including VAT**);
- disputes that do not relate to the **Insured Property**;
- disputes where there are no **Reasonable Prospects of Success**;
- **Claims** where **You** cannot demonstrate that **You** have suffered, or are likely to suffer, a financial loss arising from the ownership, letting or management of the **Insured**

Property;

- disputes arising from a contract unless: o **You** are a party to that contract and have the legal right to pursue, or legal

liability to defend, the dispute; or

o the contract was entered into on **Your** behalf by a **Letting and Property**

Managing Agent acting within the authority granted by **You**, and **You** have the legal right to pursue, or legal liability to defend, the dispute;

- any **Claim** excluded by **General Exclusion 1 – Known Circumstances and Prior Events**; or
- any other **Claim** falling within the **General Exclusions** section of this **Policy.**

C. WHAT YOU NEED TO DO

To maintain cover under this Section, **You** must comply with the following requirements:

1. Notify Us Promptly

You must:

- tell **Us** as soon as reasonably possible that a dispute has arisen; and
- provide all information and documents reasonably requested by **Us** or the **Appointed Adviser**.

2. Support the Claim

You must:

- co-operate fully with **Us** and the **Appointed Adviser**;
- provide copies of contracts, invoices, quotations, correspondence and any other relevant documents;
- provide information requested by **Us** or the **Appointed Adviser** within **14** days, or as soon as reasonably practicable thereafter, unless **We** agree otherwise; and
- keep **Us** informed of any developments that may affect the **Claim.**

3. Do Not Prejudice the Claim

Where reasonably practicable, **You** must consult the **Appointed Adviser** before:

- making any admission; or
- agreeing any settlement. **D. HOW WE WILL ADMINISTER THE CLAIM**

1. Appointment of an Adviser

Where cover applies, **We** will normally appoint a law firm or other suitably qualified **Appointed Adviser** to act on **Your** behalf.

2. Ongoing Assessment

We and the **Appointed Adviser** may review the merits of the **Claim** at any time.

If **Reasonable Prospects of Success** no longer exist, **We** may stop supporting the **Claim** and close the **Claim** in accordance with the terms and conditions of this **Policy**.

3. Claim Closure

We will notify **You** when **Your Claim** has been concluded.

We may close the **Claim** where:

- the dispute has been resolved, settled or otherwise concluded;
- there are no longer **Reasonable Prospects of Success**; or
- **You** fail to comply with a material requirement of this **Policy**.

If **We** stop supporting or close a **Claim**, **We** will explain **Our** decision.

We will confirm any **Claim** closure in writing.

SECTION 9 – TAX ENQUIRIES COVER

A. WHAT IS COVERED

HMRC Enquiries and Investigations

We will pay the **Adviser's Costs and Expenses** of representing You in an HMRC enquiry or investigation into the whole, or a particular aspect, of **Your** tax affairs relating to rental income, provided that the enquiry or investigation includes rental income arising from an

Insured Property.

Cover applies whether the enquiry or investigation relates solely to an **Insured Property** or forms part of a wider enquiry into **Your** rental income from multiple properties.

B. WHAT IS NOT COVERED

We will not pay for **Claims** relating to:

- any business activities other than the letting of the **Insured Property;**
- tax avoidance arrangements or schemes;
- investigations conducted by HMRC's Specialist Investigations Unit or any successor team responsible for serious tax fraud investigations;
- investigations involving suspected criminal activity, fraud or dishonesty relating to **Your** tax affairs; or
- any **Claim** falling within the **General Exclusions** section of this **Policy.**

C. WHAT YOU NEED TO DO

To maintain cover under this Section, **You** must comply with the following requirements.

1. Tax compliance

You must take reasonable care to ensure that, to the best of **Your** knowledge and belief:

- any tax returns relevant to the enquiry or investigation are complete and accurate; and
- any tax returns and supplementary information required to be submitted to HMRC have been submitted within the applicable deadlines.

You will not be treated as being in breach of this condition solely because information subsequently proves to be inaccurate or incomplete, provided that **You** did not know, and could not reasonably have been expected to know, that it was inaccurate or incomplete.

We may request reasonable evidence of compliance with this condition where it is relevant to a **Claim** under this Section.

2. Notify Us Promptly

You must notify **Us** as soon as reasonably practicable if:

- **You** receive notice of an HMRC enquiry or investigation relating to the taxation of rental income from the **Insured Property**; or
- **You** become aware of circumstances that reasonably suggest HMRC may open an enquiry or investigation

3. Provide Information

You must::

- provide all information and documents reasonably requested by **Us** or the **Appointed Adviser**;
- provide copies of relevant tax returns, correspondence and HMRC notices where available;
- respond to requests for information within **14 days**, or as soon as reasonably practicable thereafter, unless **We** agree otherwise; and
- keep **Us** informed of any developments that may affect the **Claim.**

4. Co-operate With the Claim

You must:

- co-operate fully with **Us** and the **Appointed Adviser** throughout the enquiry or investigation; and
- provide any information, documents or assistance reasonably required by **Us**, the **Appointed Adviser** or HMRC. Where relevant information or documents are held by a **Letting and Property Managing Agent** acting on **Your** behalf, **You** must take reasonable steps to obtain and provide then.

D. HOW WE WILL ADMINISTER THE CLAIM

1. Appointment of an Adviser

Where cover applies, **We** will appoint a suitably qualified **Appointed Adviser** to represent **You** in relation to the HMRC enquiry or investigation.

2. Ongoing Assessment

We may review the **Claim** at any time to ensure it remains within the scope of cover provided by this Section.

If the enquiry becomes an investigation involving suspected criminal activity, fraud or dishonesty and the matter no longer falls within the scope of cover provided by this Section, **We** may withdraw cover from the point at which the matter falls outside the scope of this Section.

Any **Adviser's Costs and Expenses** properly incurred and authorised before that date will remain covered, subject to the terms, conditions, exclusions and limits of this **Policy**.

We will not be responsible for any **Adviser's Costs and Expenses** incurred after the date on which cover is withdrawn.

3. Claim Closure

We will notify **You** when the enquiry or investigation has concluded.

We may close the **Claim** where:

- the HMRC enquiry or investigation has been completed;
- the matter no longer falls within the scope of the cover provided by this Section; or
- **You** fail to comply with a material requirement of this **Policy**.

If **We** decide not to support all or part of the **Claim**, **We** will explain **Our** decision.

We will confirm any **Claim** closure in writing

SECTION 10 - WITNESS EXPENSES COVER

A. WHAT IS COVERED

We will pay up to **£1,000** towards loss of earnings incurred as a result of attendance where:

- **You**; or
- an employee acting on **Your** behalf in connection with a **Claim** accepted under this **Policy**,

is required by the **Appointed Adviser** to attend a court, tribunal, hearing, mediation or other legal proceedings in connection with that **Claim**.

Cover applies only to the extent that the loss of earnings cannot be recovered from a court, tribunal or another person or party.

B. WHAT IS NOT COVERED

We will not pay for:

- any loss of earnings that can be recovered from a court, tribunal or another person or party;
- any **Claim** where **You** are unable to provide evidence of the loss of earnings being claimed;
- losses exceeding **£1,000**; or
- any **Claim** falling within the **General Exclusions** section of this **Policy**.

C. WHAT YOU NEED TO DO

To maintain cover under this Section, **You** must comply with the following requirements.

1. Attend When Required

You must attend the court, tribunal, hearing, mediation or other legal proceedings when required by the **Appointed Adviser**, unless excused by the court, tribunal, mediator or **Appointed Adviser**.

2. Provide Evidence

You must provide evidence of:

- attendance at the court, tribunal, hearing, mediation or other legal proceedings; and
- the loss of earnings being claimed.

This may include wage records, payroll records, employer confirmations, accounts, tax records or other supporting documentation.

3. Seek Recovery Elsewhere First

You must take reasonable steps to recover any witness expenses available from:

- the court;
- the tribunal; or
- another person or party,

before claiming under this **Policy**.

If any witness expenses or loss of earnings paid under this **Policy** are subsequently recovered from another source, those amounts must be repaid to **Us**.

D. HOW WE WILL ADMINISTER THE CLAIM

1. Assessment of the Claim

We will assess the evidence provided to confirm:

- attendance was reasonably required by the **Appointed Adviser**;
- the amount of lost earnings incurred; and
- whether any amount can be recovered from another source.

2. Payment of Valid Claims

Where cover applies, **We** will reimburse eligible lost earnings up to the maximum limit of

£1,000.

3. Claim Closure

We will notify **You** when the **Claim** has been concluded.

If **We** do not accept all or part of a **Claim** under this Section, **We** will explain **Our** decision.

We will confirm any **Claim** closure in writing.

GENERAL EXCLUSIONS

The exclusions below are grouped by topic and apply to all sections of this **Policy**, unless stated otherwise in a specific section of cover.

Any exclusions that apply only to a specific section will be shown within that section.

We will not provide cover for the following.

CLAIMS THAT ARE NOT ELIGIBLE

1. Known Circumstances and Prior Events

We will not cover any **Claim** arising from:

- any event, incident, circumstance or dispute that existed before the **Cover Commencement Date** for the **Insured Property;**
- any existing or pending dispute with a **Tenant;** or
- any circumstance that could reasonably be expected to lead to a dispute with a **Tenant,**

if, when cover was first arranged for the **Insured Property:**

- **You** knew, or ought reasonably to have known, about the matter; or
- a **Letting or Property Managing Agent** acting on **Your** behalf knew, or ought reasonably to have known, about the matter,

and it was reasonable to expect that the event, incident, circumstance or dispute might give rise to a **Claim** under this **Policy**.

This exclusion applies only to **Claims** arising from that event, incident, circumstance or dispute in relation to the relevant **Insured Property**.

2. Existing Tenancies

A **Tenancy Agreement** may be eligible for cover under **Eligibility Requirement 11 – Existing and Mid-Tenancy Risks**.

However, unless an exception below applies, **We** will not provide cover for any dispute, circumstance, **Rent** arrears or other matter first arising during the first **60 days** following the **Cover Commencement Date** for an **Insured Property** where the **Tenancy Agreement** commenced more than **7 days** before that **Cover Commencement Date**.

This exclusion will not apply where:

- **Equivalent Cover** was in force immediately before the **Cover Commencement Date**;
- there has been no break in cover; and
- **You** were not aware of any claim, dispute, incident, circumstance or other matter that could reasonably have been expected to give rise to a **Claim** under this **Policy**; or
- **We** have agreed in writing that this exclusion does not apply.

COSTS AND PAYMENTS WE WILL NOT COVER

3. Unauthorised Costs and Actions

We will not pay for:

- any **Adviser's Costs and Expenses** or other costs incurred before the **Claim Acceptance Date**, unless **We** agree otherwise or urgent action was reasonably required to protect **Your** position;
- any **Adviser's Costs and Expenses** or other costs that have not been authorised by **Us** or the **Appointed Adviser**; or
- any action taken without **Our** agreement or the agreement of **the Appointed Adviser** where that action increases the costs of the **Claim** or adversely affects the **Reasonable Prospects of Success** of the **Claim**.

4. Recoverable VAT

We will not pay any Value Added Tax (VAT) that **You** are entitled to recover from HM Revenue & Customs.

5. Fines, Penalties and Awards Against You

We will not pay for:

- fines, penalties or sanctions imposed on **You**;
- compensation, damages or awards that **You** are ordered to pay.

CLAIMS ARISING FROM YOUR CONDUCT

6. Deliberate or Wilful Acts

We will not provide cover for any **Claim** arising from any deliberate or wilful act or omission by **You** where **You** intended the resulting loss, damage, dispute or legal proceedings, or where it would have been reasonable to expect that the act or omission would result in that loss, damage, dispute or legal proceedings.

7. Disputes with Us or the Appointed Adviser

We will not provide cover for any **Claim**, dispute or legal proceedings brought by **You** against:

- **Us**;
- the **Appointed Adviser;** or
- any person acting on behalf of either of them in connection with this **Policy**.

Please also refer to **General Condition 11 – Disputes Between You and Us**.

LEGAL AND REGULATORY MATTERS

8. Judicial Reviews and Challenges to Legislation

We will not provide cover for **Claims** arising from or relating to:

- Judicial Review proceedings;
- Coroner's Inquests;
- Fatal Accident Inquiries;
- Public inquires; or
- challenges to existing or proposed legislation or regulations or government policy.

9. Freehold, Leasehold and Rent Assessment Matters

We will not provide cover for **Claims** relating to:

- the purchase of a freehold interest;
- the acquisition, extension, variation or enfranchisement of a leasehold interest;
- **Rent** registration;
- **Rent** assessment;
- **Rent** review matters; or
- proceedings before the First-tier Tribunal (Property Chamber), the Upper Tribunal (Lands Chamber), or any successor body exercising equivalent functions in relation to any of the matters listed above.

EXTERNAL AND CATASTROPHIC EVENTS

10. War and Nuclear Risks

We will not provide cover for any loss, damage, cost, expense, liability or **Claim** arising directly or indirectly from, resulting from, contributed to by, or connected with:

- war, invasion, acts of foreign enemies, civil war, hostilities, or military action, whether war has been officially declared or not;
- rebellion, revolution, insurrection, or the seizure of power by military or unlawful means;
- property being confiscated, nationalised, requisitioned, damaged or destroyed by, or under the order of, any government, public authority or local authority;
- ionising radiation or radioactive contamination;
- nuclear fuel, nuclear waste or nuclear material;
- the radioactive, toxic, explosive or other hazardous properties of any nuclear installation, reactor, device, equipment or component;
- any nuclear weapon or device involving nuclear fission, fusion or a similar nuclear reaction; or
- pressure waves caused by aircraft or other aerial devices travelling at or above the

speed of sound. This exclusion applies regardless of any other cause, event or circumstance that contributes concurrently or in any sequence to the loss, damage, cost, expense, liability or **Claim**.

11. Terrorism

We will not provide cover for any loss, damage, cost, expense, liability or **Claim** arising directly or indirectly from, resulting from, contributed to by, or connected with:

- any act of terrorism; or
- any action taken to prevent, control, suppress, respond to, or otherwise deal with any act of terrorism.

For the purposes of this exclusion, "**terrorism**" means any actual or threatened act involving the use of force, violence or intimidation by any person or group, acting alone or on behalf of, or in connection with, any organisation or government, for political, religious, ideological or similar purposes. This includes acts intended to influence any government or to create fear among the public, or any section of the public.

This exclusion applies regardless of any other cause, event or circumstance that contributes concurrently or in any sequence to the loss, damage, cost, expense, liability or **Claim**.

If any part of this exclusion is found to be invalid, illegal or unenforceable, the remaining provisions shall continue in full force and effect.

12. Financial Sanctions

We will not provide any payment, service, benefit or cover under this **Policy** to the extent that doing so would expose **Us,** the **Administrator,** the **Appointed Adviser** or any other service provider acting on **Our** behalf to any sanction, prohibition or restriction imposed by:

- the United Nations;
- the United Kingdom;
- the European Union; or
- any other sanctions regime that applies to **Us**.

This exclusion applies regardless of any other provision of this **Policy**.

13. Pollution or Contamination

We will not provide cover for any loss, damage, cost, expense, liability or **Claim** caused by, resulting from, or connected with Pollution or Contamination.

For the purposes of this exclusion, **"Pollution or Contamination"** means the presence, release, discharge, escape or spread of any solid, liquid, gas, chemical or biological substance that causes damage, injury or contamination.

This includes contamination caused by:

- chemicals, fumes, smoke, vapours or waste materials;
- biological or chemical agents;
- dust, soot or other airborne particles; or • any substance that pollutes, contaminates, impairs or makes property unsafe or unfit for use.

14. Asbestos

We will not provide cover for any loss, damage, cost, expense, liability or **Claim** caused by, or resulting from, or connected with asbestos or any material containing asbestos.

This exclusion applies even if asbestos is only one of several causes of the loss, damage, cost, expense, liability or **Claim**.

15. Cyber Risks and Electronic Data

We will not provide cover for any loss, damage, cost, expense, liability or **Claim** arising directly or indirectly from:

- the loss, corruption, alteration, destruction or unavailability of electronic data;
- any reduction in functionality, loss of use, failure, interruption or security breach affecting any computer system, software, hardware, network, electronic equipment or data storage device; or
- any computer virus, malware, ransomware, malicious software, unauthorised code or other harmful program or instruction.

This exclusion applies regardless of any other cause, event or circumstance that contributes concurrently or in any sequence to the loss, damage, cost, expense, liability or **Claim**.

This exclusion does not apply to the ordinary use of electronic communications, electronic records or electronically stored information as evidence in support of a **Claim**.

For the purposes of this exclusion:

"Electronic data" means information, facts, concepts, programs or instructions stored, transmitted or processed electronically, including data held on computers, mobile devices, storage media, networks or cloud-based systems.

"Computer virus" means any program, code or instruction designed to damage, disrupt, alter, corrupt, delete or interfere with electronic data, software, hardware, computer systems or networks, whether introduced deliberately or accidentally.

GENERAL CONDITIONS

The conditions in this section apply to all parts of this **Policy**. They are in addition to any specific conditions that apply to individual sections of cover and apply throughout the **Period of Insurance**.

Please read these conditions carefully.

If **You** do not comply with a General Condition, **We** may, where permitted by law and proportionate to the breach:

- decline a **Claim**;
- stop supporting a **Claim**; or
- cancel this **Policy**.

We may recover payments already made under this **Policy** only where:

- this **Policy** specifically allows **Us** to do so;
- the payment was obtained through fraud, dishonesty or deliberate misrepresentation; or
- the breach directly caused the payment to be made or increased the amount paid.

We will not seek repayment of amounts already paid where the breach was unrelated to the payment or did not affect the amount paid.

1. Actions of the Letting and Property Managing Agent

You remain responsible for complying with the terms and conditions of this **Policy**. If **You** appoint a **Letting or Property Managing Agent** to act on **Your** behalf in connection with the **Insured Property**, **We** may take account of information they provide, receive or become aware of when carrying out the duties **You** have authorised them to perform.

You must take reasonable steps to make them aware of any relevant **Policy** requirements and to obtain information reasonably required under this **Policy**.

2. Your Responsibilities

What You need to do

You must:

- comply with the terms and conditions of this **Policy**;
- take reasonable steps to prevent losses and minimise the likelihood of a **Claim**;
- avoid unnecessary costs and expenses;
- provide complete, accurate and honest information when requested; and
- provide any supporting evidence reasonably requested by **Us**.

Supporting evidence may include:

- invoices;
- receipts;
- bank statements; or
- other relevant documents.

Where a **Claim** includes expenditure incurred by **You, We** may require invoices, receipts or other evidence issued by a third-party contractor, supplier or service provider before making payment.

Unless **We** agree otherwise, requested documents must be provided within **14 days** of **Our** request, or as soon as reasonably practicable thereafter.

3. Appointing an Adviser

How We will handle the claim

If **We** accept a **Claim**, **We** will normally appoint an **Appointed Adviser** in accordance with the **Making a Claim** section of this **Policy**.

Your Right to Choose an Adviser

If legal proceedings need to be issued, or a conflict of interest arises, **You** may choose a suitably qualified adviser to act on **Your** behalf.

Any advisor chosen by **You** must agree to **Our Standard Adviser's Terms of Appointment.**

This right does not apply to claims under **Section 1 – Rent Protection**, where **We** will appoint the **Appointed Adviser** throughout the claim.

We will not pay more than **We** would have paid to **Our** chosen **Appointed Adviser**.

4. Conduct of a Claim

What You Need to Do

You must:

- co-operate fully with **Us** and the **Appointed Adviser**;
- follow any reasonable instructions given by **Us** or the **Appointed Adviser** in relation to the **Claim**;
- attend meetings, hearings or appointments if reasonably requested;
- provide information, documents and evidence reasonably requested by **Us** or the **Appointed Adviser**;
- keep **Us** informed of any developments that may affect the **Claim**; and
- authorise the **Appointed Adviser** to provide **Us** with information relating to the **Claim**, where reasonably requested.

You must not:

- do anything that delays, obstructs or materially prejudices the **Claim**; or
- incur **Adviser's Costs and Expenses** or other costs without **Our** prior agreement, unless urgent action was reasonably required to protect **Your** position and **We** subsequently agree that those costs were reasonably incurred.

Where relevant information or documents are held by a **Letting or Property Managing Agent** acting on **Your** behalf, **You** must take reasonable steps to obtain and provide them to **Us** or the **Appointed Adviser**.

How We Will Handle the Claim

We may:

- communicate directly with the **Appointed Adviser**;
- obtain information from the **Appointed Adviser** regarding the **Claim**;
- recover from **You** any additional **Adviser's Costs and Expenses** or other costs reasonably incurred as a direct result of **You** pursuing, settling, compromising or withdrawing a **Claim** without **Our** agreement; and
- stop supporting a **Claim** where permitted by this **Policy**.

Where support for a **Claim** is withdrawn, **We** will continue to pay any **Adviser's Costs and Expenses** or other costs that were authorised before that decision. **We** may stop supporting a **Claim** and, where permitted elsewhere in this **Policy**, recover any costs previously paid where:

- **You** dismiss the **Appointed Adviser** without **Our** agreement and without good reason;
- the **Appointed Adviser** ceases to act with **Our** agreement because of **Your** conduct or failure to co-operate; or
- **You** fail to follow reasonable instructions from **Us** or the **Appointed Adviser,** and that

failure materially and adversely affects the **Claim**. **5. Reasonable Prospects of Success** This condition applies only to those sections of cover that expressly require **Reasonable**

Prospects of Success.

Where **Reasonable Prospects of Success** are required, cover will only continue while **Reasonable Prospects of Success** exist.

We, or a suitably qualified expert acting on **Our** behalf, will assess whether **Reasonable Prospects of Success** exist and may review that assessment at any time during the **Claim**.

When assessing **Reasonable Prospects of Success**, **We** may consider whether the likely **Adviser's Costs and Expenses** are proportionate to the nature, value and likely outcome of the **Claim.**

In assessing proportionality, **We** may consider:

- the amount in dispute, where applicable;
- the likely **Adviser's Costs and Expenses** required to pursue, defend or continue the **Claim**;
- the complexity of the legal and factual issues involved;
- the likelihood of achieving a successful outcome;
- the likely value of any judgment, award, settlement or other remedy;
- the prospects of recovering any judgment, award or settlement obtained;
- the practical, commercial or legal significance of any non-monetary remedy sought; and

- whether a reasonable person without the benefit of insurance would pursue, defend or continue the matter.

For the purposes of this condition, a non-monetary remedy may include:

- obtaining **Vacant Possession** of the **Insured Property**;
- preventing or remedying nuisance, trespass or anti-social behaviour;
- enforcing compliance with a contractual obligation;
- defending criminal proceedings;
- responding to a tax enquiry; or
- securing any other legal or practical outcome that has substantial value to **You**.

A **Claim** will not be treated as disproportionate solely because the estimated **Adviser's Costs and Expenses** exceed the amount in dispute where the remedy sought has substantial practical, commercial or legal value.

Where the estimated **Adviser's Costs and Expenses** exceed the amount in dispute, **We** may take this into account when assessing whether continued support for the **Claim** is reasonable and proportionate. However, this will not of itself determine whether cover continues.

Before declining or discontinuing support solely because the estimated **Adviser's Costs and Expenses** are disproportionate, **We** will consider:

- the **Claim's Reasonable Prospects of Success**;
- the likely outcome of the **Claim**;
- the prospects of recovering the amount claimed or obtaining another meaningful remedy;
- the overall circumstances of the **Claim**; and
- whether it is fair, reasonable and proportionate to continue support despite the estimated **Adviser's Costs and Expenses** exceeding the amount in dispute.

If **We** reasonably conclude that further support would be disproportionate having regard to the factors above, **We** may:

- decline to accept the **Claim**;
- stop supporting the **Claim**; or
- limit support to such steps as **We** reasonably consider proportionate.

If **We** conclude that **Reasonable Prospects of Success** no longer exist, **We** may stop supporting the **Claim** and will not be responsible for any **Adviser's Costs and Expenses** incurred after that date.

Any disagreement regarding **Reasonable Prospects of Success** or proportionality will be dealt with in accordance with the Independent Legal Opinion procedure set out in **General Condition 10 - Independent Legal Opinion**.

6. Settling a Claim

What You Need to Do

You must tell **Us** as soon as reasonably practicable if:

- **You** receive an offer to settle a **Claim**; or
- another person or party makes an offer that may affect the **Claim**.

You must not accept a settlement without **Our** agreement.

How We Will Handle the Claim

If **You** reject a fair and reasonable settlement offer, **We** may stop supporting the **Claim** and refuse to pay any further **Adviser's Costs and Expenses** or other **Claim** payments incurred after the date of that rejection.

Where appropriate, **We** may settle a **Claim** by paying the reasonable value of the **Claim** instead of pursuing, defending or continuing legal proceedings.

If **We** do this, **We** may take over the recovery of that amount from another party in **Your** name.

You must provide any information or assistance reasonably required to support that recovery.

7. Recovery of Costs and Unauthorised Costs

You must take all reasonable steps to recover any **Adviser's Costs and Expenses**, legal costs or other amounts that may be recoverable from another party.

Any amounts recovered that relate to **Adviser's Costs and Expenses** paid by **Us** must be paid to **Us** to the extent of **Our** payment.

If **We** reasonably request it, **You** must instruct the **Appointed Adviser** to have any **Adviser's Costs and Expenses** assessed, audited or reviewed.

If **Adviser's Costs and Expenses** or other costs are incurred without **Our** prior authorisation, **We** may refuse to pay those costs.

However, **We** will not refuse payment solely because prior authorisation was not obtained where:

- authorisation was requested within a reasonable time, and **We** did not respond within a reasonable time; or
- it was not reasonably practicable to obtain authorisation before the costs were incurred.

Where legal costs are awarded by a court, tribunal or other competent body, **You** must take all reasonable steps to recover those costs.

Where **You** are entitled to recover legal costs, **You** must take reasonable steps to recover those costs.

Any legal costs recovered that relate to **Adviser's Costs and Expenses** paid by **Us** must be paid to **Us** to the extent of **Our** payment.

8. Appeals

What You Need to Do

If:

- **You** wish to appeal a decision; or
- another person or party appeals against a decision,

You must notify **Us** as soon as reasonably practicable and, where possible, no later than **10 days** before the deadline for lodging the appeal.

How We Will Handle the Claim

We will only support an appeal where **Reasonable Prospects of Success** continue to exist.

9. Other Insurance

What Happens If Other Cover Exists

If another insurance policy covers all or part of the same **Claim** or would have done so had this **Policy** not existed, **We** will only pay **Our** proportionate share of any costs, expenses or **Claim** payment.

10. Independent Legal Opinion

How We Will Handle the Claim

We may require an independent opinion from a barrister or other suitably qualified expert regarding:

- the merits of the **Claim**;
- the value of the **Claim**; or
- the **Reasonable Prospects of Success**; or
- whether it is reasonable and proportionate to continue supporting the **Claim** having regard to the likely **Adviser's Costs and Expenses**, the remedy sought and the overall circumstances of the **Claim**.

The party requesting the opinion, whether **You** or **Us,** will initially bear the cost.

If the opinion supports **Your** position and **We** agree the **Claim** should proceed, **We** will reimburse the reasonable cost of obtaining that opinion.

If the opinion does not support **Your** position, **We** will not be responsible for the cost of obtaining that opinion unless **We** agree otherwise.

11. Disputes Between You and Us

If a dispute arises between **You** and **Us** concerning this **Policy**, **You** should first follow the Complaints Procedure.

Nothing in this **Policy** affects any right **You** may have to:

- refer a complaint to the Financial Ombudsman Service where eligible; or
- commence legal proceedings.

Where both parties agree after a dispute has arisen, the dispute may be referred to arbitration.

Any arbitration agreement must be made separately and in writing after the dispute has arisen.

12. Fraud, Dishonesty and Misrepresentation

You must provide honest, accurate and complete information when applying for, arranging, amending, continuing or making a **Claim** under this **Policy**. If **You**:

- make a fraudulent, dishonest or deliberately exaggerated **Claim**;
- deliberately or recklessly provide false or misleading information; or
- deliberately or recklessly provide false, inaccurate or misleading documents in support of a **Claim**,

We may:

- refuse the **Claim**;
- stop supporting the **Claim**;
- recover any payments **We** have already made;
- treat this **Policy** as cancelled from the date of the fraudulent, dishonest or misleading conduct;
- cancel this **Policy** in accordance with the cancellation provisions of this **Policy**; and
- share relevant information with fraud prevention agencies, insurers, regulators and law enforcement authorities where permitted by law.

If **We** treat this Policy as cancelled from the date of the fraudulent, dishonest or misleading conduct:

- no cover will apply in relation to the relevant **Claim**;
- **We** may recover any amounts paid in connection with that **Claim**; and
- no refund of premium will be due.

An honest mistake, administrative error or accidental inaccuracy will not, by itself, be treated as fraud, dishonesty or misrepresentation for the purposes of this **Policy.**

Nothing in this condition affects any other rights or remedies available to **Us** under this **Policy** or under applicable law.

13. Mid-Term Changes

You must notify the **Administrator** as soon as reasonably practicable of any change to information that may affect cover under this **Policy.**

Examples include:

- a change in **Rent**;
- the addition or removal of an **Insured Property**; or
- any other change relating to an **Insured Property**, **Tenant**, **Guarantor** or **Tenancy Agreement** that may affect the risks insured under this **Policy**.

Change of Ownership

If ownership of an **Insured Property** changes, cover for that **Insured Property** will end on the date ownership changes.

Changes requiring Prior Agreement

Certain changes require **Our** prior agreement before cover can continue or be amended.

Where **Our** prior agreement is required, **You** must notify the **Administrator** and obtain **Our** agreement before the change takes effect, where reasonably practicable.

Changes requiring **Our** prior agreement include:

- any **Rent** increase that requires a new **Satisfactory Reference** under this **Policy**;
- any change to a **Tenant**, **Guarantor** or **Tenancy Agreement** that requires updated referencing or approval under this **Policy**; and
- any other change that materially alters the risk insured under this **Policy**.

Where **We** are notified of a change requiring **Our** prior agreement**, We** may:

- request further information;
- require updated documentation**,** referencing or other evidence;
- apply revised terms, conditions, limits or premium; or

- decline to continue cover in respect of the affected **Insured Property.**

Where a change requiring **Our** prior agreement has not been accepted by **Us,** cover will not apply to that change or any **Claim** arising directly from it.

Where **We** accept a change, **We** may issue an updated **Policy Schedule** or an **Endorsement** confirming the change.

Changes that do not require **Our** prior agreement must still be notified to the **Administrator** as soon as reasonably practicable.

Where a specific notification, approval, referencing or underwriting requirement applies elsewhere in this **Policy**, that requirement must also be complied with.

14. Payment of Premium

You must pay the premium due under this **Policy** in accordance with the agreed payment arrangements, whether as a single payment or by instalments.

The premium payable may change during the **Period of Insurance** where **Insured Properties** are added, removed or otherwise amended in accordance with this **Policy**.

Payment of premium to the **Administrator** will be treated as payment to **Us.**

If any premium payment remains unpaid, **We** may take reasonable steps to recover the amount due.

Where a **Claim** is payable and any premium payment remains outstanding, **We** may deduct the outstanding amount from any amount payable under this **Policy**, where permitted by law.

Nothing in this condition affects **Our** right to recover any unpaid premium or to cancel this **Policy** in accordance with its terms.

15. Cancelling Your policy Your right to cancel

Cooling-off Period

You may cancel this **Policy** within **14** days of:

- the start date of the **Policy**; or
- receiving the **Policy** documents, whichever is later.

To cancel, **You** must contact the **Administrator**.

If **You** cancel during the Cooling-Off Period and no **Claim** has been made and no circumstance notified by **You** has subsequently become a **Claim** under this **Policy**, **You** will receive a full refund of the premium paid.

No refund will be due where:

- a **Claim** has been made under this **Policy**; or
- a circumstance notified under this **Policy** has subsequently become a **Claim**.

After the Cooling-off Period

You may cancel this **Policy** at any time by contacting the **Administrator**.

Where premiums are paid by instalments, cover will continue until the end of the period already paid for and no further instalments will be due.

You may be entitled to receive a refund of premium calculated in accordance with the premium arrangement applicable to the **Policy** or the affected **Insured Property**, as appropriate, for any period during which cover is no longer provided, less any administration fee charged by the **Administrator** at the time of cancellation.

No refund will be due where:

- a **Claim** has been made under this **Policy**; or
- a circumstance notified under this **Policy** has subsequently become a **Claim**. **Removal of an Insured Property You** may request the removal of an **Insured Property** from cover at any time by notifying the **Administrator**.

Removal of an **Insured Property** will not cancel this **Policy** and will not affect cover for any other **Insured Property** insured under this **Policy**.

Cover for the removed **Insured Property** will cease on the date agreed by **Us** or the **Administrator**.

The removal of an **Insured Property** from cover will not affect a **Claim** relating to that **Insured Property** which:

- arose before cover ceased; and

- was notified in accordance with the terms of this **Policy.**

Any refund of premium relating to a removed **Insured Property** will be calculated in accordance with the premium arrangements applicable to that **Insured Property. Our Right to Cancel We** may cancel this **Policy** in whole, or withdraw cover for a specific **Insured Property,** by giving **You** at least **14 days'** written notice by email, post or any other communication method agreed with **You**.

We may do so where there is a valid reason, including:

- non-payment of premium;
- failure to repay monies owed to **Us**;
- failure to co-operate with **Us** or the **Appointed Adviser**;
- failure to provide information or documents reasonably requested within a reasonable period;
- a material failure to comply with the terms and conditions of this **Policy**;
- providing false, inaccurate or misleading information when applying for, arranging, amending, administering, renewing or continuing cover under the **Policy**;
- fraud, dishonesty or financial crime;
- threatening, abusive, violent or seriously inappropriate behaviour towards **Us**, the **Administrator**, or the **Appointed Adviser**;
- circumstances changing so that **We** can no longer provide cover; or
- withdrawal of this product from sale, continuation or renewal. Where **We** exercise **Our** right to cancel, **We** will explain the reason for cancellation unless **We** are prohibited from doing so by law.

What Happens if We Cancel the Policy?

If **We** cancel this **Policy**:

- cover will continue until the cancellation date specified in **Our** notice, except where this condition states that cover will end earlier; and
- any refund due will be calculated in accordance with the premium arrangements applicable to this **Policy** and the terms of this **Policy**.

No refund will be provided where cancellation is due to fraud, dishonesty or deliberate misrepresentation.

If cancellation is due to non-payment of premium, and **You** have been given a reasonable opportunity to make payment, cover may end on the date specified in **Our** cancellation notice.

Where a **Claim** has been made before the cancellation date, **We** will continue to deal with that **Claim** in accordance with the terms and conditions of this **Policy**, unless cover is being avoided because of fraud, dishonesty, deliberate misrepresentation or another legal entitlement permitting **Us** to treat this **Policy** as invalid.

What Happens if We Withdraw Cover for an Insured Property?

If **We** withdraw cover for an **Insured Property**:

- cover for that **Insured Property** will end on the date specified in **Our** notice;
- cover for all other **Insured Properties** will continue unaffected unless **We** state otherwise; and
- any refund due in respect of that **Insured Property** will be calculated in accordance

with the premium arrangements applicable to that **Insured Property**.

Claims Existing Before Cancellation or Removal from Cover

Cancellation of this **Policy,** or the removal of an Insured Property from cover, will not automatically affect a **Claim** that:

- arose before cancellation or removal from cover; and
- was notified in accordance with the terms of this **Policy**,

unless cover is avoided due to fraud, dishonesty, deliberate misrepresentation or another legal entitlement permitting **Us** to treat this **Policy** as invalid.

Any such **Claim** will continue to be administered in accordance with the terms and conditions of this **Policy** until concluded.

16. Parties to this Insurance Contract

This **Policy** is a contract between **You** and **Us.**

You may appoint a **Letting and Property Managing Agent** to act on **Your** behalf in relation to an **Insured Property** and this **Policy**, and **We** may accept information, notifications and instructions from that **Letting and Property Managing Agent** as if they had been provided by **You**.

Information known by a **Letting and Property Managing Agent** acting on **Your** behalf in connection with the management of an **Insured Property** may be treated as known by **You** for the purposes of assessing compliance with this **Policy**.

Any payment due under this **Policy** will be made to **You** unless **We** agree otherwise or are required by law to make payment to another person. Payment made by **Us** will fully discharge **Our** liability in respect of that payment.

LEGAL AND REGULATORY INFORMATION

This section explains the legal and regulatory information that applies to **Your Policy**.

1. Language of the contract

This **Policy** and all communications relating to it will be provided in English.

2. Governing Law and jurisdiction

Unless **We** agree otherwise in writing, this **Policy** is governed by the laws of England and Wales. References in this **Policy** to legislation include:

- equivalent legislation applying elsewhere within the **Territorial Limit**; and
- any amendment, replacement, re-enactment or successor legislation applying during the **Period of Insurance.**

3. Right of Third Parties

Except as expressly provided by this **Policy,** no person other than **You** and **Us** has any right to enforce any term of this **Policy**, including under the Contracts (Rights of Third Parties) Act 1999.

4. Financial sanctions

We will not provide any payment, service, benefit or cover under this **Policy** where doing so would expose **Us,** the **Administrator,** the **Appointed Adviser** or any other service provider acting on **Our** behalf to any applicable sanction, prohibition or restriction.

Where sanctions requirements prevent **Us** from continuing cover, **We** may immediately suspend or cancel this **Policy** by giving written notice.

Any refund of premium will be subject to applicable law and the terms of this **Policy**.

Please also refer to **General Exclusion 13**. – **Financial Sanctions**. **5. Recovery Rights** Where **We** make a payment under this **Policy** and another person or party may be responsible for the loss, **We** may take action in **Your** name to recover all or part of that payment.

You must provide all reasonable assistance **We** require in connection with any recovery action.

6. Recovery of Costs

If legal costs, **Adviser's Costs and Expenses** or other amounts paid by **Us** are later recovered from another person or party, those recovered amounts must be repaid to **Us** to the extent of **Our** payment.

For details of **Your** obligations and **Our** rights in relation to the recovery of costs, please refer to **General Condition 6 – Recovery of Costs and Unauthorised Costs**.

MAKING A CLAIM

This section explains what **You** need to do if **You** wish to make a **Claim** under this **Policy**.

These requirements form part of the terms and conditions of this **Policy**. Failure to comply with them may affect the availability of cover, the amount payable under a **Claim**, or in some circumstances **Our** ability to support the **Claim**.

Please note, **We** can only consider claims if the premium has been paid.

1. Making a claim

If **You** become aware of a dispute, incident or circumstances affecting the **Insured Property**, **You** should first check whether the matter is covered under the relevant section of this **Policy**.

To make a claim, complete the online claim form at: Landlords Rent & Legal Protection Claim Form - The Lettings Hub

Alternatively, contact the **Administrator** using one of the following methods:

- **by phone:** 01733 396013
- **by email:** claims@lettingshub.co.uk

When contacting **Us**, please tell **Us Your Policy** number or any claim reference number that has been issued to **You**.

Phone lines are open:

- Monday to Thursday: 9:00am to 5:30pm
- Friday: 9:00am to 5:00pm (not bank or public holidays)

The **Administrator** will receive and review the initial notification of **Your Claim** on **Our** behalf. Where appropriate, the matter may be referred to the **Claims Service Provider** to assess and manage the **Claim**.

If legal action is required following acceptance of the **Claim**, the **Claims Service Provider** will become **Your** main point of contact and will manage the legal proceedings and any **Appointed Adviser** on **Our** behalf.

Once **We** receive **Your Claim, We** will confirm what information and documentation are required to assess it.

Telephone call recording

For everyone's protection, telephone calls may be monitored and recorded for training quality assurance and fraud prevention purposes.

2. Claims-Made Basis

This **Policy** operates on a claims-made basis.

A **Claim** must be notified to **Us** during the **Period of Insurance** or, if this **Policy** has expired, been cancelled, or otherwise ended, within **14 days** after the cover ends, unless a different notification period is expressly stated elsewhere in this **Policy**.

Where cover for an **Insured Property** has ended, a **Claim** relating to that **Insured Property** must be notified before cover ends or within **14 days** after cover ends for that **Insured Property**, unless a different notification period is expressly stated elsewhere in this **Policy**.

Where a section of this **Policy** contains a specific notification requirement, that requirement must also be complied with.

For **Claims** made under **Section 1 – Rent Protection**, the notification requirements set out in that Section apply in addition to this condition.

Please also refer to **General Exclusion 1 – Known Circumstances and Prior Events**. The expiry, cancellation or ending of this **Policy,** or the ending of cover for an **Insured Property,** will not affect a **Claim** that:

- arose before cover ended; and
- was notified in accordance with the terms and conditions of this **Policy**.

3. Notification Requirements

You must notify **Us** as soon as reasonably practicable if **You** become aware of any dispute, incident or circumstance that may give rise to a **Claim** under this **Policy**.

Late notification may affect **Our** ability to assess, investigate or support a **Claim**. **We** may reduce the amount payable under a **Claim** or decline a **Claim** where the delay has materially prejudiced **Our** ability to deal with the **Claim** or has materially increased the cost of the **Claim**.

Where a section of this **Policy** contains a specific notification requirement, that requirement must also be complied with.

For **Claims** made under **Section 1 – Rent Protection**, the notification requirements set out in that Section apply in addition to this condition.

Please also refer to:

- **Condition 2 – Claims Made Basis**;
- The definition of **Notification Date**; and
- **General Exclusion 1 – Known Circumstances and Prior Events**.

4. Information We may Require

To assess a **Claim, We** may ask **You** to complete a **Claim** form and provide any information or documents reasonably required.

We cannot fully assess, accept or pay a **Claim** until **We** have received the information and documents reasonably needed to do so.

Depending on the nature of the **Claim**, **We** may request documents such as:

- the completed **Claim** form;
- the **Policy Schedule**;
- the **Tenancy Agreement** and any renewal or variation agreements;
- **Deposit** protection documentation;
- Prescribed Information and evidence of service;
- inventories, check-in reports, interim inspection reports and check-out reports;
- EPC documentation;
- Gas Safety Certificates and evidence of service;
- the "How to Rent" guide and evidence of service;
- Electrical Installation Condition Reports (EICRs);
- **Rent Schedules** showing **Rent** due and any arrears;
- references relating to a **Tenant** or **Guarantor**;
- evidence of compliance with **Right to Rent Requirements**;
- any **Guarantor** agreement;
- any required property licences;
- contact details for relevant parties; and
- evidence of attempts to contact a **Tenant** or **Guarantor.**

We may also request any other information or documents reasonably required to assess, investigate or manage a **Claim**.

If information or documents reasonably requested by **Us** are not provided within a reasonable period, **We** may delay assessing the **Claim** until they are received.

Where missing information materially affects **Our** ability to determine whether cover is available under this **Policy**, **We** may decline the **Claim**.

If **We** have made reasonable attempts to obtain information or documents and **You** have not responded for a continuous period of **90 days**, **We** may close the **Claim**. Before doing so, **We** will give **You** at least 14 days' written notice and an opportunity to provide the outstanding information.

We will not decline or close a **Claim** solely because information has not been provided within a requested timeframe where the delay is outside **Your** reasonable control and **You** have co- operated with **Our** reasonable requests. In those circumstances, **You** must provide the information as soon as reasonably practicable.

5. Working with the Appointed Adviser

Where cover applies, **We** will normally appoint an **Appointed Adviser in accordance with General Condition 2 – Appointing an Adviser.**

You must:

- co-operate fully with the **Appointed Adviser**;
- provide all information and documentation reasonably requested;
- attend meetings, hearings or appointments where reasonably required;
- not unreasonably refuse mediation or other appropriate forms of dispute resolution; and

- keep **Us** informed of any developments that may affect the **Claim**.

If the **Appointed Adviser** recommends a reasonable settlement, **You** must not unreasonably refuse that recommendation.

If **You** unreasonably refuse mediation, alternative dispute resolution or a reasonable settlement proposal, **We** may stop supporting the **Claim** and refuse to pay any further **Adviser's Costs and Expenses** or other authorised costs incurred after that decision. Any disagreement regarding **Reasonable Prospects of Success** will be dealt with in accordance with **General Condition 10 – Independent Legal Opinion**.

6. Rent Protection Claims

Additional notification, payment and claims handling requirements apply to **Claims** made under **Section 1 – Rent Protection**.

Please refer to **Section 1 – Rent Protection** for:

- **Notification Date** requirements;
- notification deadlines and any applicable **Excess;**
- **Claim Acceptance Date** requirements;
- **Rent** arrears payment provisions; and
- any other requirements, applying to Rent Protection claims.

Where there is any inconsistency between this section and **Section 1 – Rent Protection**, **Section 1 – Rent Protection** will apply.

7. Reasonable Prospects of Success

The requirements relating to **Reasonable Prospects of Success** are set out in **General Condition 4 – Reasonable Prospects of Success.**

Where a section of cover requires **Reasonable Prospects of Success**, cover will continue only while **Reasonable Prospects of Success** exist.

If there is a disagreement about whether **Reasonable Prospects of Success** exist, the procedure set out in **General Condition 10 – Independent Legal Opinion** will apply.

8. If Your claim is Not Covered

If **We** decide that a **Claim** is not covered, **We** will explain the reasons for **Our** decision.

Where appropriate, **We** will explain any review, appeal or complaints procedure available to **You.**

Any costs incurred in pursuing alternative courses of action will remain **Your** responsibility unless **We** agree otherwise in writing.

COMPLAINTS PROCEDURE

If **You** have any concerns about **Your** insurance, the service **You** have received or how a **Claim** has been handled, we want to hear from **You**.

This section explains who to contact and what will happen next.

When contacting us, please provide:

- **Your Policy** number; and
- any claim reference number (if applicable).

Complaints about the sale or administration of Your policy

If **Your** complaint relates to:

- the sale of **Your** policy;
- **Policy** administration;
- premium payments;
- changes to **Your** cover; or
- customer service provided by the **Administrator**,

please contact The Lettings Hub.

The Lettings Hub contact details are:

- The Lettings Hub Limited o **Telephone:** 01733 396016 o **Email:** complaints@lettingshub.co.uk

Complaints about claims

If **Your** complaint relates to the handling of a **Claim**, **You** should first contact the **Claims** handler dealing with **Your Claim**.

The **Claims** handler's contact details will be provided in **Your Claim** correspondence and will also be available from the **Administrator** on request.

The **Claims** handler will investigate **Your** complaint and respond to **You** directly.

If they are unable to resolve **Your** complaint to **Your** satisfaction within **3 working days** of receiving it, **Your** complaint will be referred to the **Customer Relations Team at Bspoke Underwriting Ltd** for further investigation and a final response. Their contact details can be found under **All Other Complaints** below.

Making a complaint will not affect Your right to notify a **Claim** or **Our** obligation to consider any **Claim** in accordance with the terms and conditions of this **Policy.**

All other Complaints

Any other complaints relating to this **Policy** should be directed to:

Bspoke Underwriting Ltd – Customer Relations Team

Bspoke Underwriting Ltd manages complaints on behalf of the **Insurer** and is committed to ensuring that all complaints are handled fairly, promptly and efficiently.

Bspoke Underwriting Ltd - Customer Relations Team contact details:

- **Email:** complaints@bspokegroup.co.uk
- **Telephone:** 0333 400 9070
- **Write to:** Bspoke Underwriting Ltd, Brookfield Court, Selby Road, Leeds, LS25 1NB. **What happens when You complain?** When **Your** complaint is received, the organisation responsible for handling it will:
- acknowledge it as soon as possible;
- investigate it fairly and thoroughly;
- keep **You** informed of progress where appropriate, and
- aim to resolve it as quickly as possible.

The organisation responsible for handling **Your** complaint will normally provide a final written response within eight weeks of receiving it. If a final response cannot be provided within that time, **You** will be informed of the reasons for the delay and when a response is expected. **If You are not satisfied with the Final Response**

Financial Ombudsman Service (FOS)

Not all complainants will be eligible to refer a complaint to the Financial Ombudsman Service. The final response letter will explain whether this option is available to **You**. If **You** remain dissatisfied with the final response, or eight weeks have passed since **Your** complaint was first made and it has not been resolved, **You** may be entitled to refer **Your** complaint to the Financial Ombudsman Service (FOS).

The Financial Ombudsman Service is an independent and free-to-use service. However,

if **You** wish to refer **Your** complaint to the Financial Ombudsman Service, **You** must do so within six months of the date of the final response letter. If **You** do not, the Ombudsman may be unable to consider **Your** complaint.

Financial Ombudsman Service contact details:

- **Website:** www.financial-ombudsman.org.uk
- **Telephone:** 0800 023 4567; or 0300 123 9123
- **Email:** complaint.info@financial-ombudsman.org.uk
- **Post:** Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Referring a complaint to the Financial Ombudsman Service does not affect **Your** legal rights.

Complaints About the Appointed Adviser

If **Your** complaint relates to the service provided by the **Appointed Adviser**, **You** should raise **Your** complaint directly with that firm in the first instance.

The **Appointed Adviser** is an independent legal professional and is responsible for handling complaints about its own service in accordance with its internal complaint's procedure.

The **Appointed Adviser** is regulated by the Solicitors Regulation Authority (SRA) (or another applicable professional regulator) and must comply with the standards and complaints requirements of that regulator.

Details of the **Appointed Adviser**'s complaints procedure will be available from the **Appointed Adviser** on request.

Complaints about the professional service provided by the **Appointed Adviser** cannot be investigated by the **Administrator**, Bspoke Underwriting Ltd or the **Insurer**. Where **We** receive such a complaint, **We** may direct **You** to the **Appointed Adviser**'s own complaints process.

Depending on the nature of the complaint and **Your** eligibility, **You** may also have the right to refer the matter to the Legal Ombudsman if **You** remain dissatisfied with the **Appointed Adviser**'s final response.

FINANCIAL SERVICES COMPENSATION SCHEME

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS)

The FSCS may provide compensation if the **Insurer** is unable to meet its financial obligations, for example if it becomes insolvent and is unable to pay claims.

The amount of compensation available will depend on the type of insurance, the nature of the claim, and the compensation limits applying at the relevant time.

Further information about the FSCS, including eligibility criteria and current compensation limits, is available from:

Financial Services Compensation Scheme (FSCS)

Website: www.fscs.org.uk Telephone: 0800 678 1100 or 020 7741 4100

PRIVACY NOTICE

This section explains how personal information is used by the organisations involved in arranging, administering, underwriting and managing this insurance. **How personal information is used** Personal information may be used to:

- arrange, administer and manage the **Policy**;
- assess and underwrite insurance risks;
- process claims;
- prevent and detect fraud and financial crime; and
- comply with legal and regulatory obligations.

The personal information used may include information about **You** and, where relevant, other individuals connected with the **Policy**, including **Landlords, Tenants**, **Guarantors**, witnesses, and other persons involved in a **Claim**.

In some circumstances, this may include special category personal data and information relating to criminal convictions or offences where this is permitted by law and necessary for arranging, administering or managing the **Policy** or a **Claim. Who personal information may be shared with** Personal information may be shared with organisations involved in providing this insurance, including:

- the **Insurer**;
- The Lettings Hub Limited;
- Bspoke Underwriting Ltd;
- claims handlers, **Appointed Advisers** and professional advisers;
- fraud prevention agencies;
- regulators; and
- law enforcement authorities where required by law.

Where personal information is transferred outside the United Kingdom, appropriate safeguards will be applied in accordance with applicable data protection legislation.

Your Data Protection Rights

You have rights under applicable data protection legislation, which may include the right to:

- request access to Your personal information;
- request correction of inaccurate personal information;
- request erasure of personal information in certain circumstances;
- object to or restrict the processing of personal information in certain circumstances; and
- request a copy of personal information in a portable format where applicable.

If **You** are dissatisfied with how personal information has been handled, **You** may raise **Your** concerns with the organisation responsible for processing that information.

You also have the right to complain to the Information Commissioner's Office (ICO).

Further information about the ICO is available at: www.ico.org.uk **Further Information**

Further information about how personal information is collected, used and shared is available from:

- The Lettings Hub Limited: Privacy Notice | The Lettings Hub
- Bspoke Underwriting Ltd: BSU-Privacy-Notice-v2.0-Aug-2026.pdf
- The **Insurer**: Privacy Policy | Accelerant Risk Exchange

Copies are available on request or from the relevant organisation's website.

The most up-to-date version of each privacy notice can be obtained from the relevant organisation's website or on request.

ADDITIONAL SUPPORT INFORMATION

Please contact the **Claims Service Provider** if **You** require additional support.

MPL Claims Management Limited

- **Telephone**: 0343 2270 855
- **Email**: thelettingshub@mplclaims.com

Phone lines are open:

- Monday to Friday: 9:00am to 5:00pm (not bank or public holidays)

The Claims Service Provider may be able to provide information about organisations and services that can assist with:

- Health conditions or disabilities
- Mental health or addiction;
- Financial difficulties or debt;
- Learning difficulties;
- Difficulties using digital services or communicating in English;
- Bereavement, caring responsibilities, or retirement;
- Domestic abuse or relationship breakdown;
- Criminal convictions or rehabilitation support;
- Human trafficking or modern slavery; and
- Tax-related questions.

Information about managing money, budgeting or debt guidance may be available from organisations such as **Money Helper.**

If **You** require advice specific to **Your** circumstances, **You** should seek assistance from an appropriately qualified professional adviser.

Important Information

Any organisations referred to are independent third parties. Any information provided is for general information purposes only and should not be relied upon as tax, legal, financial or other professional advice.

We are not responsible for the availability of, or any services, advice or information provided by, third party organisations.