



RENT & LEGAL PROTECTION

Policy Booklet

www.lettingshub.co.uk | rentprotection@lettingshub.co.uk

YOUR RENT & LEGAL PROTECTION POLICY

Thank you for choosing The Lettings Hub as your provider of rent and legal protection insurance.

This Policy Booklet gives you full details of your insurance cover and the terms and conditions of your policy.

Please read this document carefully together with your Master Policy Schedule for details of your insurance protection and to check that it meets your requirements.

Your premium has been based on the information shown in your Master Policy Schedule and recorded in the landlord's Protection Confirmation. Please contact our Customer Services team immediately if any details are incorrect or the insurance protection provided does not meet your requirements.

If you have any questions about your policy or need to update any of your details please call Customer Services.

IMPORTANT

It's really important that all your details are correct and up to date as incorrect information could invalidate your policy and result in a claim being declined. You must tell us about any facts or changes which affect your insurance and which have occurred since this policy started. If you need to change anything, please contact us immediately so we can update your policy.

Important numbers

01733 396 013

Claims

0344 840 6345

Personal legal & tax advice helpline

0344 840 6344

Counselling helpline

01733 396 016

Customer services

Opening Hours

	Claims*	Helplines	Customer services*
Monday	9.00am – 5.30pm	24 hours	9.00am – 5.30pm
Tuesday	9.00am – 5.30pm	24 hours	9.00am – 5.30pm
Wednesday	9.00am – 5.30pm	24 hours	9.00am – 5.30pm
Thursday	9.00am – 5.30pm	24 hours	9.00am – 5.30pm
Friday	9.00am – 5.00pm	24 hours	9.00am – 5.00pm
Saturday	Closed	24 hours	Closed
Sunday	Closed	24 hours	Closed

*Please note customer services lines are closed on public/bank holidays

Outside of normal office hours during the week, at weekends and on bank/public holidays, the claims helpline will allow you to leave a message and arrange a call back in hours on the next available working day.

ABOUT YOUR POLICY

Understanding and using your policy

This section "About Your Policy" does not form part of the insurance contract. It includes information that will help you to understand and use your policy.

Insurance policies can be difficult to understand, so we have tried to make this document easy to read. Some words have a special meaning and these are defined on pages 10 to 12. From now on whenever a word with a special meaning is used it will be printed in **bold** type.

Your policy is in three parts – the Policy Booklet, **Your** Master Policy Schedule, and the landlord's Protection Confirmation.

The Policy Booklet explains what is and what is not covered, how **We** settle claims and other important information.

Your Master Policy Schedule shows the limits to the cover and **Your** premium. Please keep **Your** Master Policy Schedule with the Policy Booklet. **Your** Master Policy Schedule and the landlords' Protection Confirmation confirm the basis on which **Your** Rent & Legal Protection cover is provided.

We will send **You** a new Master Policy Schedule whenever **You** or **We** make a change to the insurance so **You** can check that the cover still meets **Your** needs.

Once **You** have received **Your** policy documents **You** will have 14 days to make sure the cover is exactly what **You** need. If it isn't, **You** can send back **Your** documents and ask **Us** to make any necessary changes. Alternatively, **You** can request cancellation of this policy and **You** will receive a full refund of **Your** premium, as long as no claim has been made.

If **You** have any questions please contact **Us** on 01733 396 016 or email rentprotection@lettingshub.co.uk.

Your policy is arranged by The Lettings Hub Limited, which represents **You** in your dealing with **Us**. It is an Appointed Representative of Let Insurance Service Limited (LIS). LIS is an independent intermediary and is authorised and regulated by the Financial Conduct Authority under reference number 474985.

The Lettings Hub Limited deals with **Us** through Legal Protection Group Limited, which arranges **Your** policy on **Your** behalf with **Us**.

Other specialist firms may be instructed to advise in respect of claims or, in **Your** name, to recover from third parties in respect of any claims payment we make to **You**. The firm(s) may be based outside the UK and Channel Islands and shall handle your data applying the same levels of confidentiality, protection and security that are applied in the UK and Channel Islands. Further information about international transfers is in **Our** Privacy Notice.

Legal Protection Group Limited (firm reference number 749446) is an appointed representative of Riviera Insurance Services Limited (firm reference number 786116). Riviera Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.

Your policy is underwritten by Devon Bay Insurance Company Limited, 201 The Rogers Office Building P.O. Box 941, Edwin Wallace Rey Drive, George Hill, Anguilla. Devon Bay Insurance Company Limited is authorised and regulated by the Anguilla Financial Services Commission.

OUR SERVICE TO YOU

Our goal is to provide excellent service to all of **Our** customers but **We** recognise that things do go wrong occasionally. **We** take complaints **We** receive seriously and aim to resolve each of **Our** customers' problems promptly. To ensure that **We** provide the kind of service **You** expect, **We** welcome **Your** feedback. **We** will record and analyse **Your** comments to make sure that **We** continually improve the service that **We** offer.

How to make a Complaint

We are committed to providing **You** with excellent customer service, but **We** accept that occasionally things go wrong.

We take all complaints seriously and have a commitment across our business to treat all customers fairly. Where **We** have made a mistake, **We** want to put things right quickly.

As soon as a complaint is received:

All complaints will be acknowledged in writing within five business days of receipt. If the complaint can be resolved within five business days, **Our** letter will also outline the result of **Our** investigation.

If **Our** investigation is not resolved within five business days, **We** will aim to respond within four weeks of receiving the complaint.

If the complaint is about another party, such as a law firm who is acting for an insured person, **We** will refer details of the complaint to that other party and confirm this course of action to **You** in writing.

After we have investigated the complaint:

We will write to **You** immediately notifying **You** of the outcome of our investigation.

If We cannot resolve the complaint within 4 weeks:

We will write to **You** and inform **You** that **Our** investigation is continuing, giving the reasons for the delay and a date by which **We** expect to be able to contact **You** again.

If We cannot resolve the complaint within 8 weeks:

We will inform **You** of the reasons for the further delay. **We** will also confirm when **We** expect to issue **Our** final response.

Devon Bay Insurance Company

If **Your** complaint relates to the policy coverage or the way a claim has been handled, please let **Us** know:

Email: enquiries@devonbayinsurance.ai

Post: Customer Service Department, Devon Bay Insurance Company Limited, 201 The Rogers Office Building P.O. Box 941, Edwin Wallace Rey Drive, George Hill, Anguilla

The Lettings Hub

If **Your** complaint relates to the sale or administration of this insurance policy, **You** should contact **Us** either by email, telephone or in writing at:

The Insurance Team, The Lettings Hub, 8 Axon, Commerce Road, Lynch Wood, Peterborough, PE2 6LR

Tel: 01733 396 016

Email: rentprotection@lettingshub.co.uk

If **You** are not satisfied with the outcome of a complaint to The Lettings Hub then **You** may refer the complaint to the Financial Ombudsman Service within the next six months*.

*If **You** do not refer **Your** complaint within the six-month period, The Lettings Hub will not permit the Financial Ombudsman Service to consider **Your** complaint and will only be able to do so in very limited circumstances such as where they believe that the delay in notifying your complaint was as a result of exceptional circumstances.

The Financial Ombudsman Service can be contacted:

Email: complaint.info@financial-ombudsman.org.uk

Phone: 0800 023 4567 (free from a landline) or 0300 123 9123 (free from some mobile phones)

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

You can also visit www.financial-ombudsman.org.uk and follow the guidelines on how to complain and to also check their eligibility criteria.

Important: This complaints notification procedure does not affect **Your** right to take legal action.

Financial Services Compensation Scheme

It should be noted that Devon Bay Insurance Company Limited, and Legal Protection Group Limited are not members of and therefore are not covered by the Financial Services Compensation Scheme (FSCS).

Fraud prevention, detection & claims history

In order to prevent and detect fraud **We** may at any time:

- share information about **You** with other organisations and public bodies including the police;
- check and/or file **Your** details with fraud prevention agencies and databases, and if **You** give **Us** false or inaccurate information and **We** suspect fraud, **We** will record this.

We and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance, credit and related services for **You** and members of **Your** household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage **Your** accounts or insurance policies;
- check **Your** identity to prevent money laundering, unless **You** provide **Us** with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

We can supply on request further details of the databases **We** access or contribute to.

Claims history

Under the conditions of **Your** policy **You** must tell **Us** about all insurance related incidents (such as **Rent Arrears**) whether or not they give rise to a claim. When **You** tell **Us** about an incident **We** will record information relating to it on a database.

We may search these databases when **You** apply for insurance, in the event of any incident or claim, or at time of renewal to validate **Your** claims history or that of any other person or property likely to be involved in this policy or claim.

THE INSURANCE CONTRACT

This policy is a legal contract between **You** and the **Insurer**. The Policy Booklet, Master Policy Schedule and the landlord's Protection Confirmation make one document and must be read together. Please keep them together in a safe place.

The contract is based on the information **You** gave **Us** when **You** purchased this insurance and any subsequent information **You** have provided.

Our part of the contract is that **We** will provide the cover set out in this Policy Booklet:

- for the insurance cover, as detailed on **Your** Master Policy Schedule;
- for the **Insurance Period** detailed on the landlord's Protection Confirmation.

Your part of the contract is:

- **You** must pay the premium shown on **Your** Master Policy Schedule for each **Insurance Period**;
- **You** must comply with all the conditions set out in this Policy Booklet.

If **You** do not meet **Your** part of the contract, **We** may turn down a claim, increase the premium or **You** may find that **You** do not have any cover.

This policy will be governed by the law of England and Wales.

Data protection

The Lettings Hub

The Lettings Hub are required to process **Your** personal data in accordance with the Data Protection Act 2018.

Please refer to **Our** Privacy Notice which sets out the basis on which **We** process any personal data that **We** collect from **You** or about **You** that **You** provide to **Us** or that **We** receive from other sources. By processing, **We** mean when **We** collect, use, store, delete and access personal data.

The Privacy Notice is available on **Our** website www.lettingshub.co.uk or by contacting **Us** by email on dataprotection@lettingshub.co.uk or by telephone on 01733 396016.

Legal Protection Group Privacy & Data Protection Notice

1. Data Protection

Legal Protection Group are committed to protecting and respecting **Your** privacy in accordance with the current **Data Protection Legislation** ("Legislation"). Below is a summary of the main ways in which they process **Your** personal data, for more information please visit <http://legalprotectiongroup.co.uk/privacy>.

2. How Legal Protection Group Uses Your Personal Data and Who They Share it With

Legal Protection Group may use the personal data they hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. Legal Protection Group will also use **Your** data to safeguard against fraud and money laundering and to meet their general legal or regulatory obligations.

3. Sensitive Personal Data

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

4. Disclosure of Your Personal Data

Legal Protection Group may disclose **Your** personal data to third parties involved in providing products or services to them, or to service providers who perform services on their behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

5. Your Rights

You have the right to see a copy of the personal information Legal Protection Group hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask Legal Protection Group to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

6. Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with Legal Protection Group's data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or their business relationship with **You**, unless they are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have a concern about the way **We** have handled **Your** personal data, then **You** have the right to report this to the Information Commissioner's Office:

Website: <https://ico.org.uk/concerns/>

Phone: 0303 123 1113 (lines are open Monday to Friday 9am to 5pm)

Email: casework@ico.org.uk

Devon Bay Insurance Company Limited

Use of personal information

To provide **Our** services as an **Insurer**, Devon Bay Insurance Company Limited will collect and use information about **You** or a beneficiary under the policy (e.g. other identified individuals), such as name, address, and contact details. This may also include special categories of personal data and information relating to criminal convictions and offences. The purposes for which **We** use personal data may include: - evaluating **Your** insurance application and providing a quotation; providing insurance cover; handling claims; and crime prevention and detection and debt recovery.

More information about **Our** use of personal data and **Your** data protection rights are set out in the Devon Bay Insurance Company Limited Privacy Notice which can be found on **Our** website: <https://devonbayinsurance.ai/privacypolicy> alternatively, **You** may also request a copy of the Privacy Notice and exercise **Your** rights by contacting the Data Protection Officer at, Devon Bay Insurance Company Limited, 201 The Rogers Office Building P.O. Box 941, Edwin Wallace Rey Drive, George Hill, Anguilla or via the Contact **Us** page of **Our** website (see details above).

We recommend that **You** review this notice. **Our** Privacy Notice may periodically be updated, and the most recent version will be published on **Our** website.

We may pass personal data, including claims information, to third parties such as intermediaries, other insurers, reinsurers, loss adjusters, administration service providers, the police and other law enforcement agencies, fraud and crime prevention and detection agencies (for example certain regulatory bodies who may require personal data themselves for the purposes described in the Privacy Notice). If **You** require details of the third parties **Your** data has been passed to and how this information is used,

please contact the Data Protection Officer at the address above.

International Transfers Of Personal Data

To facilitate the management of the insurance other firm(s) outside the UK and Anguilla may handle **Your** personal data. This shall involve international transfers of personal data to/from South Africa with appropriate safeguards in place, in the form of standard contractual clauses, requiring **Your** personal data to be treated securely and in accordance with the equivalent data protection standards as apply in the UK/ Anguilla. Those safeguards are due to the UK/ Anguilla not currently awarding an adequacy decision on the level of data protection legislation of South Africa. **You** can also give **Your** explicit consent to those international transfers.

Use Of Personal Data For Which Consent Is Required

In some circumstances, **We** (and other insurance market participants) may need to collect and use special categories of personal data for example information relating to criminal convictions and offences. Where this is required, unless another ground applies, consent to this processing is necessary for **Us** to provide relevant services. Although consent may be withdrawn at any time, this may mean **We** are unable to continue to provide services and/or process enquiries and/or claims and that insurance cover will stop. Where **You** are providing **Us** with personal data about a person other than Yourself, **You** agree to provide this notice to them and confirm that **You** have obtained their consent as outlined here.

Privacy

We take privacy seriously and have systems in place to ensure the security and accuracy of any personal information **We** collect. All information **You** provide to **Us** is stored on **Our** secure servers. **We** restrict access to **Your** information as appropriate within Devon Bay Insurance Company Limited, and other third parties to those who need to know that information for the purposes set out above.

Your Data Protection Rights

You have rights under the applicable data protection legislation. More information on these rights can be found on the Information Commissioner's website and the Privacy Notice or from the Data Protection Officer. These rights include the right to request a copy of **Your** personal data, how it is processed and to rectify or erase in certain circumstances and the right to object to automated decision-making (including profiling).

Marketing

If **You** have given **Us** permission, Let Insurance Services trading as The Lettings Hub, The Landlord Hub, LetRisks and its suppliers or associated companies may use **Your** data to advise **You** of the latest news, products and services.

Important Conditions

If **Your** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this policy are contained under General Conditions on page 16 and should be read carefully. Some of the main conditions to this insurance are that:

Prospects of Success

There must be a 51% or greater chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Appointed Lawyer**. If the **Appointed Lawyer** determines that there is not a 51% or greater chance of success then **We** may decline or discontinue support for **Your** case.

Prospects of success will further take into consideration any current or proposed changes to legal process, whether permanent or temporary, imposed by a competent authority following an unforeseen systemic event.

Proportional Costs

An estimate of the **Appointed Lawyers' Costs and Expenses** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Appointed Lawyers' Costs and Expenses** will be

provided with the assessment of **Your** case and will be carried out by the independent **Appointed Lawyer**. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

In cases where **Rent Arrears** have accrued, **You** must agree to **Our Appointed Lawyer** taking all appropriate steps to negotiate the **Rent Arrears** with the defaulting **Tenant** or any applicable **Guarantor** before a notice of eviction is served upon the **Tenant** to quit the **Insured Property**.

Duty of Disclosure

Consumer

If this policy covers **You** as a private individual, unrelated to any trade, business or profession, **You** must take reasonable care to disclose correct information. The extent of the information **You** are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions **You** are asked when **You** took out this insurance.

Non-Consumer

If this policy covers **Your** business, trade or professional interests, **You** are responsible for disclosing, in a clear, accessible and comprehensive way, all information which **You** should be aware would influence the **Insurer's** decision to provide insurance to **You** on the terms agreed.

Suspension of Cover

If **You** breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The **Insurer** will have no liability to **You** for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

HOW TO MAKE A CLAIM

Rent & Legal Protection Claims

01733 396 013

claims@lettingshub.co.uk

Claims line is open 9am-5.30pm Monday-Thursday and 9am-5pm Friday

How to report a claim

Please complete our online claim form:

www.lettingshub.co.uk/letting-agents/rent-legal-protection/claim-form/

The claim form is required to be completed and returned promptly along with supporting documentation unless otherwise agreed with **Us** or the **Appointed Lawyer**.

What happens next

Repossession claims

Your claim will be assessed and if accepted and deemed appropriate, **We** will endeavour to make telephone contact with the **Tenant** and any **Guarantor** up to two times. If **We** are unable to reach an agreement with the **Tenant** or any **Guarantor** to remedy their failure to perform their obligations under the **Tenancy Agreement**, **We** will refer your claim to the **Appointed Lawyer** who will then consider commencing legal possession proceedings.

You must give all information requested by **Us** or the **Appointed Lawyer** within five days of receiving the request for that information unless otherwise agreed with **Us** or the **Appointed Lawyer**.

This claims procedure should be read in conjunction with the terms and conditions of the insurance set out in this Policy Booklet.

All other claims

The claim will be assessed and if accepted and deemed appropriate an **Appointed Lawyer** will act for **You**.

When we cannot help

Please do not ask for help from a lawyer or anyone else before **We** have agreed this with **You**. If **You** do, **We** will not pay the costs involved even if **We** accept the claim.

Additional services

We provide these services 24 hours a day, seven days a week during the **Insurance Period**. All services apply to the United Kingdom of Great Britain and Northern Ireland unless otherwise stated. To help **Us** check and improve **Our** service standards, **We** record all calls except those to the counselling service. **We** will not accept responsibility if the helpline services fail for reasons **We** cannot control. By using these services **You** are agreeing to **Us** recording **Your** call.

When phoning, please tell **Us Your** policy number or quote "The Lettings Hub". Please note use of the legal advice helpline doesn't constitute the reporting of a claim

Legal helpline

0344 840 6345

We will give **You** confidential legal advice over the phone on any personal legal problem, under the laws of the United Kingdom of Great Britain and Northern Ireland.

Tax helpline

0344 840 6345

We will give **You** confidential tax advice over the phone on any personal tax problem under the laws of the United Kingdom of Great Britain and Northern Ireland.

Counselling helpline

0344 840 6344

We will provide **You** with a confidential counselling service over the phone, including, where appropriate, onward referral to relevant voluntary or professional services.

Access to the telephone counselling helpline is covered by this insurance. However, any costs incurred in using these onward referral services are not covered.

CLAIMS CONDITIONS

These are the claims conditions **You** will need to keep to as **Your** part of the contract.

If anything happens which might lead to a claim, **You** must also read the information on How To Make A Claim on page 8. **You** should also check the information on how **We** settle claims on page 15.

You must pay **Your** premium in full when requested. If **You** have not paid **Your** premium, **We** may take any unpaid premium from any claim payment the **Insurer** makes to **You**.

We agree to provide the insurance in this policy, as long as:

- the **Date of Occurrence** of the insured incident is during the **Insurance Period**; and
- any legal proceedings will be dealt with by a court, or other body which **We** agree to, in the **Territorial Limits**; and
- for civil claims, it is always more likely than not that **You** will recover damages (or obtain any other legal remedy which **We** have agreed to), and
- **You** have obtained a satisfactory **Comprehensive Reference** for each **Tenant** and each **Guarantor** from a licensed referencing service before the **Tenancy** started. A **Comprehensive Reference** is not required for a **Tenancy** which commenced more than 12 months prior to the **Insurance Period** without any breaches of the **Tenancy Agreement**; and
- in cases where **Rent Arrears** have accrued, **You** must agree to **Our Appointed Lawyer** taking all appropriate steps to negotiate the **Rent Arrears** with the defaulting **Tenant** or any applicable **Guarantor** before a notice of eviction is served upon the **Tenant** to quit the **Insured Property**.

Rights & responsibilities

You must not settle, reject, negotiate or offer to pay any claim made by or against **You**, even if **You** have made or intend to make a claim under this policy, without **Our** written permission. **We** have the right, if **We** choose, to do the following in **Your** name but at **Our** expense:

- take over the defence or settlement of any claim;
- start legal action to get compensation from anyone else;
- start legal action to get back from anyone else any payments that have already been made.

You must give **Us**, at **Your** reasonable expense, all the information **We** ask for about any claim. **You** must help **Us** to take legal action against anyone or help **Us** defend any legal action if **We** ask **You** to.

You must attend any court hearing if requested by the **Appointed Lawyer**.

Other insurance

If any **Costs and Expenses**, **Hotel Expenses**, **Rent Arrears**, or **Storage Costs** covered by this insurance are also covered under an alternative insurance policy, or would have been covered if this insurance did not exist, the **Insurer** will only pay their share of these costs.

DEFINITIONS

This part of the policy sets out the words that have a special meaning. Each word is listed with the meaning explained beside it and is printed in bold whenever it appears in this policy.

Appointed Lawyer	The lawyer, or other suitably qualified person, whom We appoint to act for You in accordance with the terms of this policy.
Comprehensive Reference	<p>An Elite or Essential++ reference from The Lettings Hub showing an 'Accept' decision or, a certified or uncertified++ Property Passport™ with a Tenancy Score of 40 or more, on the Tenant(s) named in the Tenancy Agreement.</p> <p>Where the Elite or Essential++ reference or Property Passport™ state Tenant(s) require a suitable Guarantor, a Guarantor must also be named in the Tenancy Agreement and have received an 'Accept' recommendation on an Elite or Essential++ reference or a Tenancy Score of 40 or more on a certified or uncertified++ Property Passport™. All conditions noted in the reference must be met for both Tenants and Guarantors.</p> <p>The Comprehensive Reference must have been carried out no more than 60 days before the Tenancy Agreement started. This can be extended to 180 days for students and up to 90 days for all other Tenants and Guarantors where a certified or uncertified++ Property Passport™ has been obtained, dependent on the expiry date of the Property Passport™.</p> <p>If You do not have a suitable reference from The Lettings Hub, We can accept other references however the following must have been obtained:</p> <ul style="list-style-type: none"> • a credit-history check from a licensed credit referencing provider, including the Enforcement of Judgments Office and showing any County Court Judgments and bankruptcy; • proof the Tenant or Guarantor can afford the rent for the duration of the tenancy; • a reference from the Tenant's previous managing agent or landlord (if applicable). <p>The comprehensive reference must have been carried out by an approved tenant referencing provider.</p>
Costs and Expenses	<p>a. Legal Costs All reasonable and necessary costs charged by the Appointed Lawyer on a standard basis.</p> <p>b. Opponents' Costs The costs incurred by opponents in civil cases if You have to pay them, or pay them with Our agreement.</p>
Data Protection Legislation	The relevant Data Protection Legislation in force within the Territorial Limits where this cover applies at the time of the insured incident.
Date of Occurrence	<p>a. For civil cases The date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, then the Date of Occurrence is the date of the first of these events.</p> <p>b. For criminal cases The Date of Occurrence is when You began or are alleged to have begun to break the criminal law in question.</p>

Deposit	The sum of money collected from the Tenant in accordance with Section 213 of the Housing Act 2004 (and any amending legislation) in respect of a Tenancy Agreement to which it applies. The Deposit must be held by You or the landlord in a tenancy deposit scheme to cover losses incurred by the landlord arising from the Tenant failing to perform their obligations set out in the Tenancy Agreement . A minimum amount equal to four weeks' rent (if rent is paid weekly) or one month's rent (if rent is paid monthly) must be retained as the Deposit . Deposit replacement insurance may be purchased in lieu of a Deposit , however the sum insured must be equal to or exceed an amount equal to four weeks' rent (if rent is paid weekly) or one month's rent (if rent is paid monthly).
Dilapidations Inventory	Full and detailed inventory of the landlord's buildings and contents and their condition, within the Insured Property , agreed (and signed if applicable) by the Tenant .
Disclosure Breach	Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.
Guarantor	The individual or organisation assigned to the Tenancy Agreement that has received a Comprehensive Reference and who has provided a financial guarantee of the Tenant's performance of their obligations under the Tenancy Agreement .
Hotel Expenses	The cost of the landlord's accommodation while You are seeking possession of the Insured Property so that the landlord can live in it, up to the limit shown on Your Master Policy Schedule.
Insurance Period	The period for which We have agreed to cover You commencing from the effective date shown on Your Master Policy Schedule.
Insured Property	The Insured Property address shown on the landlord's Protection Confirmation.
Insurer	Devon Bay Insurance Company Limited
Our/Us/We	Devon Bay Insurance Company Limited, 201 The Rogers Office Building P.O. Box 941, Edwin Wallace Rey Drive, George Hill, Anguilla
Rent Arrears	Unpaid rent that; <ul style="list-style-type: none"> • is owed to the landlord under a Tenancy Agreement, or • would have been owed to the landlord but for the breach of a Tenancy Agreement to let the Insured Property and where We have accepted Your claim under insured incident 1 (repossession).
Storage Costs	The cost to store the landlord's personal possessions after the termination of the Tenancy Agreement while the landlord is unable to reoccupy the Insured Property , up to the limit shown on Your Master Policy Schedule.

Tenancy/Tenancy Agreement	<p>A Tenancy Agreement between the landlord and the Tenant in relation to the Insured Property which is let under:</p> <ul style="list-style-type: none"> a. an Assured Shorthold Tenancy Agreement as defined within the Housing Act 1988 (as updated and amended by the Housing Act 1996) within the Territorial Limits, or b. a Private Residential Tenancy as defined within the Private Housing (Tenancies) (Scotland) Act 2016 (as amended); or c. the Private Tenancies (Northern Ireland) Order 2006; or d. a standard occupation contract under the Renting Homes (Wales) Act 2016; or e. a Company Residential Tenancy (Company Let) created after 28th February 1997 where the Tenant is a public limited company (plc) or limited company (Ltd) or its equivalent outside of England and Wales but within the Territorial Limits and the Property is let purely for residential purposes of the Tenant's employees and their family. <p>For the avoidance of any doubt, this does not cover an agreement between the Tenant and another party to sub-let the Insured Property without Your or the landlord's prior written agreement.</p>
Tenant	The occupier of the landlord's property, named in the Tenancy Agreement as the Tenant and who has received a Comprehensive Reference confirming that he/she can, solely or jointly with another Tenant or other Tenants , afford to cover the cost of the rent in full.
Territorial Limits	The United Kingdom of Great Britain and Northern Ireland.
Vacant Possession	Abandonment of the Insured Property , surrender of the Insured Property or keys by the Tenant to You or the landlord, or the eviction of the Tenant through the court process.
You/Your	The person(s) or organisation named as policyholder on Your Master Policy Schedule and who is the agent of the landlord as defined in a property management agreement for the Insured Property .

RENT & LEGAL PROTECTION

What we will pay

For an insured incident under this policy **We** will pay the landlord's:

- **Legal Costs**, including **Legal Costs** to make or defend an appeal provided that:
 - a. **You** tell **Us** within the time limits allowed that **You** want **Us** to appeal; and
 - b. **We** agree that it is always more likely than not that the appeal will be successful;
- **Opponents' Costs**;
- **Rent Arrears**, as shown under insured incident 5 of **Your** policy;
- **Storage Costs**;
- **Hotel Expenses**.

	What is covered	What is not covered
1	Repossession Legal Costs incurred in pursuit of the following: <ol style="list-style-type: none"> a. The landlord's legal rights in trying to get possession of the Insured Property that You have let under a Tenancy Agreement. b. The landlord's legal rights in trying to get possession of the Insured Property if You have let the Insured Property and the landlord lives in the Insured Property as the landlord. or their equivalent within the Territorial Limits .	Any claim reported to Us more than 45 days after the date You should have known about the insured incident. Any claim where You have not complied with the requirements of the Immigration Act 2016.
2	Property Damage Legal Costs incurred in pursuit of the landlord's legal rights after an event which causes direct physical damage to the Insured Property .	Any claim reported to Us more than 45 days after the date You should have known about the insured incident. Claims for missing or damaged items that are not listed within the Dilapidations Inventory . Any amount in dispute that is less than £1,000.
3	Eviction of Squatters Legal Costs incurred in pursuit of the landlord's legal rights to evict anyone who is not the Tenant or ex- Tenant from the Insured Property and who has not got either Your or the landlord's permission to be there. Please note, for England, Wales and Scotland, squatting is a criminal offence, therefore please contact the police in the first instance.	Any claim reported to Us more than 45 days after the date You should have known about the insured incident.
4	Rent Recovery Legal Costs incurred in pursuit of the landlord's legal rights to recover rent owed by the Tenant for the Insured Property if it has been overdue for at least one calendar month.	Any claim reported to Us more than 45 days after the date You should have known about the insured incident. Rent recovery claims must be submitted within 45 days of the date that the Tenant first fell into Rent Arrears or else any claim settlement may be reduced.

	<p>Conditions</p> <p>If You accept payment (or part payment) of Rent Arrears from the Tenant of the Insured Property, You must be able to provide proof that You have warned the Tenant that it does not prevent You taking further action against them under this policy.</p> <p>Where the Tenant is a limited company, You must first seek advice from the Appointed Lawyer before accepting payment of Rent Arrears.</p>	
5	<p>Rent Arrears</p> <p>Where We have accepted Your claim under insured incident 1 Repossession, the Insurer will pay:</p> <ol style="list-style-type: none"> unpaid rent which is due to You under the terms of a Tenancy Agreement whilst You obtain Vacant Possession of the Insured Property; 75% of the monthly rent that would have been due to You for a maximum of two months or until the Insured Property is ready to be re-let, whichever happens sooner, if You are not able to re-let the Insured Property immediately once Vacant Possession has been obtained due to damage or neglect which the Tenant is responsible for under the Tenancy Agreement. <p>Conditions</p> <p>Provided that in both (a) and (b) You have:</p> <ol style="list-style-type: none"> kept clear and up to date rental records; and provided that We have accepted Your claim under insured incident 1 (repossession); and in cases where Rent Arrears have accrued, You must have agreed to Our Appointed Lawyer taking all appropriate steps to negotiate the Rent Arrears with the defaulting Tenant or any applicable Guarantor before a notice of eviction is served upon the Tenant to quit the Insured Property Following vacant possession, You must submit a claim for any Deposit, previously paid by the Tenant, to the full value of any rent claimed under this insured incident; and Pay Us the full amount received from the Deposit within 30 days of this amount being paid to You; and 	<p>Any claim reported to Us more than 45 days after the date You should have known about the insured incident. Rent Arrears claims must be submitted within 45 days of the date that the Tenant first fell into Rent Arrears or else any claim settlement may be reduced.</p> <p>Any rental payments once Vacant Possession has been obtained other than in the circumstances described in b) where Your Insured Property cannot immediately be re-let due to damage or neglect.</p> <p>Where You do not agree to Our Appointed Lawyer taking all appropriate steps to negotiate Rent Arrears with the defaulting Tenant or any applicable Guarantor, the Insurer will not pay any Rent Arrears under the terms of this insurance.</p> <p>We will only pay a maximum of 12 monthly rental payments where the Tenant has successfully submitted a valid defence to the eviction.</p>

	<ul style="list-style-type: none"> v. Provide copies of Your claim from the Deposit and any subsequent adjudication at Our request; and vi. Where dilapidations are awarded from the deposit (and where these are not the subject of a claim under this insured incident 5 – Rent Arrears), a proportionate amount will be deducted from the deposit payable to Us for rent indemnity. Failure to comply with this condition may result in Your policy being cancelled and further policies being refused to You. 	
6	<p>Legal Defence</p> <p>Legal Costs incurred in pursuit of:</p> <ul style="list-style-type: none"> a. defending the landlord's legal rights if an event arising from letting the Insured Property leads to the landlord being prosecuted in a criminal court; b. defending an appeal against the landlord's decision not to adapt the Insured Property following a request under: <ul style="list-style-type: none"> i. The Disability Discrimination Provisions within the Equality Act 2010; ii. The Housing (Scotland) Act 2006; iii. The Disability Discrimination (NI) Order 1995 as amended by the DD (NI) Order 2006; or any future amending legislation. <p>Conditions</p> <p>Provided that for (b) You have first tried to resolve the dispute using the free conciliation service of the Equality and Human Rights Commission or the Equality Commission (NI).</p>	<p>Fines, penalties, compensation or damages which the landlord is ordered to pay by a court or other authority.</p>

How we settle claims

If **You** wish to claim under this policy please follow the steps detailed in How To Make A Claim on page 8. **You** should also read **Your** Master Policy Schedule, Claims Conditions on page 9, General Conditions on page 16 and General Exclusions on page 19.

The most **We** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is the amount detailed in **Your** Master Policy Schedule.

You must use the **Tenant's Deposit** to cover any damage to the **Insured Property** at the end of the **Tenancy** and any remaining balance must then be used to cover any outstanding monies owed by the **Tenant**, including

rent. The **Deposit** must not be used to cover re-letting fees and expenses. Therefore final settlement of any rent protection claim will be for the monthly rent minus the value of the remaining **Deposit** once damages have been deducted.

Claims for **Rent Arrears** shown under insured incident 5 will be processed monthly in arrears and will be paid by **Us** to **You** within 14-21 days of the monthly processing date.

For ongoing **Rent Arrears** claims, no payment will be made to **You** until more than £250 of **Rent Arrears** has been accrued or until **Vacant Possession** has been obtained, whichever is first.

GENERAL CONDITIONS

These are the conditions of the insurance **You** will need to meet as **Your** part of this contract.

Taking care

You must take all reasonable steps to avoid incurring liability and prevent loss or damage to everything which is covered by this insurance.

Statutory requirements

You must comply with all statutory requirements and other safety regulations imposed by any government or local authority in relation to letting out the **Insured Property**. Failure to do so may invalidate **Your** policy cover.

Fraud

If dishonesty or exaggeration is used by **You** or anyone acting on **Your** behalf to obtain:

- a claims payment under **Your** policy; or
- cover for which **You** do not qualify; or
- cover at a reduced premium;

all benefits under this policy will be lost, this policy may be invalid, **You** may not be entitled to a refund of **Your** premium and legal action may be taken against **You**.

Premium

Premium becomes due to be paid by **You** upon commencement of the Policy. **You** must pay the premium within 14 days of the commencement date of the Policy (or, in respect of instalment premiums, when due).

Immediately upon commencement of this Policy, the right to receive premium is assigned by **Us** to Legal Protection Group ("LPG"), in its own right absolutely. This provision is therefore notice to **You** of that assignment.

Payment of premium by **You** within 14 days of commencement of the policy is a condition precedent to **Our** liability under the policy. If premium is not paid to Legal Protection Group within 14 days of the commencement date of the Policy, **We** shall have no liability under the Policy so shall not have to pay any claims. If an instalment premium is not paid when due, then **Our** liability shall terminate at the end of the last period for which **You** shall have paid the instalment premium in full.

If a loss that is covered by the Policy occurs within 14 days of its commencement date, but before the first premium due has been paid, **We** shall pay the claim (subject to the terms and conditions of the Policy) after deducting

all unpaid premium (all future premium instalments shall become due on the agreement of the claim by **Us** and should be included in the set-off). **You** agree to accept that sum in full settlement of the claim.

Legal Protection Group has agreed that it will treat payment of premium to The Lettings Hub as being payment to itself, and, on this basis, **We** shall treat cover as satisfying the condition of payment when the premium has been paid to The Lettings Hub.

If any provision of this section is found by any Court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this section, which shall remain in full force and effect. In those circumstances, this provision shall be interpreted to the extent possible as being amended to provide for such minimum notice of cancellation as may be allowable

Transferring your interest in this policy

You cannot transfer **Your** interest in this policy to anyone else without **Our** written permission.

Cancelling this policy

Cancelling within 14 days

If **You** change **Your** mind and decide **You** no longer want to protect an **Insured Property**, **You** can cancel it free of charge within 14 days of the start date of the protection. **You** can contact **Our** Customer Services team either by calling 01733 396 016 or by email at rentprotection@lettingshub.co.uk to confirm **Your** wish to cancel.

As long as **You** have not made a claim within the 14 days, no cancellation fee will apply and **You** will receive a full refund of any insurance premium **You** have paid for the **Insured Property**.

Cancelling after 14 days or after you have made a claim

If **You** cancel cover more than 14 days after the date the **Insured Property's** protection first began, or after **You** have made a claim for that **Insured Property**, **We** cannot offer **You** a refund of **Your** premium for this policy.

If we cancel your policy

If **We** decide to cancel **Your** policy or protection for an **Insured Property** for any reason, **We** will give **You** at

least 14 days notice in writing by email or to **Your** last known address. If **We** cancel **Your** policy or protection, **We** may refund **Your** premium paid for the remainder of the current **Insurance Period**.

This right to cancel will only be invoked in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- Where **We** have a reasonable suspicion of fraud;
- **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers;
- Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information.

Conditions of cover

1. **You** must:

- a. keep to the terms and conditions of this policy;
- b. try to prevent anything happening that may cause a claim;
- c. take reasonable steps to keep any amount **We** have to pay as low as possible;
- d. send everything **We** ask for, in writing;
- e. give **Us** full details of any claim as soon as possible and in any event, within 45 days of **You** becoming aware of an insured incident and give **Us** any information **We** need.
- f. obtain a new **Comprehensive Reference** where the **Tenancy** rent has increased by more than 10% in the last 12 months and the new rent exceeds the **Tenant's** affordability limit confirmed in the last **Comprehensive Reference**.
- g. take a minimum of four weeks' rent (if rent is paid weekly) or one month's rent (if rent is paid monthly) or purchase deposit replacement insurance in lieu of a **Deposit** with a sum insured equal to or exceeding an amount equal to four weeks' Rent (if Rent is paid weekly) or one month's Rent (if Rent is paid monthly);
- h. register with a **Tenancy Deposit** scheme any **Deposit** taken in accordance with current legislation;
- i. carry out a full and detailed **Dilapidations Inventory** of the **Insured Property's** contents and their condition, which must be agreed (and signed if applicable) by the **Tenant**.

2.

- a. **We** can take over and conduct, in **Your** name, any claim or legal proceedings at any time. **We** can negotiate any claim on **Your** behalf.
- b. **You** are free to choose an **Appointed Lawyer** (by sending **Us** a suitably qualified person's name and address) if:
 - i. **We** agree to start legal proceedings and it becomes necessary for a lawyer to represent **Your** interests in those proceedings; or
 - ii. there is a conflict of interest.
- c. In all circumstances except those in 2(b) above, **We** are free to choose an **Appointed Lawyer**.
- d. The **Appointed Lawyer** will be appointed by **Us** to represent **You** according to **Our** standard terms of appointment, which may include a 'no-win, no-fee' agreement. The **Appointed Lawyer** must co-operate fully with **Us** at all times.
- e. **We** will have direct contact with the **Appointed Lawyer**.
- f. **You** must co-operate fully with **Us** and with the **Appointed Lawyer** and must keep **Us** up to date with the progress of the claim.
- g. **You** must give the **Appointed Lawyer** any instructions that **We** ask for.

3.

- a. **You** must tell **Us** if anyone offers to settle a claim.
- b. If **You** do not accept a reasonable offer to settle a claim, **We** may refuse to pay further **Legal Costs**.
- c. **We** may decide to pay **You** the losses **You** are claiming instead of starting or continuing legal proceedings.

4.

- a. **You** must tell the **Appointed Lawyer** to have **Legal Costs** taxed, assessed or audited, if **We** ask for this.
- b. **You** must take every step to recover **Legal Costs** that **We** have to pay and must pay **Us** any **Legal Costs** that are recovered.

5. If an **Appointed Lawyer** refuses to continue acting for **You** with good reason, or if **You** dismiss an **Appointed Lawyer** without good reason, the cover **We** provide for that particular claim will end at once, unless **We** agree to appoint another **Appointed Lawyer**.

6. If **You** settle a claim or withdraw it without **Our** agreement or do not give suitable instructions to an **Appointed Lawyer**, the cover **We** provide for

that particular claim will end at once and **We** will be entitled to reclaim from **You Costs and Expenses We** have paid.

7. **Disclosure Breach** – If **You** fail to disclose relevant information or **You** disclose false information in relation to this policy, **We**, or the broker, may:
 - a. cancel the contract and keep the premiums if the **Disclosure Breach** is deliberate or reckless
 - b. cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **Disclosure Breach** been known
 - c. amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **Disclosure Breach** been known
 - d. proportionately reduce the amount **You** are entitled to in the event of a successful claim if a higher premium would have been charged had the **Disclosure Breach** been known
8. Prospects of success – At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a 51% or greater chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:
 - a. being able to recover the amount of money at stake
 - b. being able to enforce a judgment
 - c. being able to achieve an outcome which best serves **Your** interests
9. Change in law – Cover under this policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

Other conditions

There are other conditions which relate to any claim **You** may make and these are shown in the section headed Claims Conditions on page 9. **You** should also refer to any conditions or endorsements noted on **Your** Master Policy Schedule.

GENERAL EXCLUSIONS

The insurance provided under this policy does not cover any of the following:

1. Any **Costs and Expenses, Rent Arrears, Hotel Expenses or Storage Costs** that are incurred before **We** agree to pay them.
2. A claim which is fraudulent, exaggerated or dishonest or where an allegation of dishonesty or violent behaviour has been made against **You**.
3. Any claim relating to registering rents, reviewing rents, rent control, buying the freehold of the **Insured Property** or any matter that relates to rent tribunals, rates tribunals, land tribunals, rent assessment committees and rent officers.
4. Any claim relating to someone legally taking the **Insured Property** from the landlord, whether they are offered money or not, or restrictions or controls placed on the **Insured Property** by any government or public or local authority unless the claim is for accidental physical damage caused by any of the above.
5. Any claim relating to subsidence, mining or quarrying.
6. Judicial review.
7. Any claim caused by, contributed to or arising from:
 - a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - c. war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000;
 - d. pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
8. A dispute with **Us** not otherwise dealt with under **Our** complaints procedure (see Our Service To You on page 3).
9. Any legal action **You** take which **We** or the **Appointed Lawyer** have not agreed to or where **You** do anything that hinders **Us** or the **Appointed Lawyer**.
10. Apart from **Us**, **You** are the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.
11. Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
12. Any claim where **You** are not represented by a law firm or a barrister.

