

Landlord's Rent & Legal Protection
policy wording



*home
& legacy*

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About Home & Legacy Insurance Services Limited

Registered Office: 57 Ladymead, Guildford, Surrey, GU1 1DB United Kingdom. Registered in England & Wales No.3007252.
Authorised and regulated by the Financial Conduct Authority. Home & Legacy's Financial Services Register number is 307523
and our permitted business is advising on, and arranging general insurance contracts.

Please note that telephone calls may be recorded for our joint protection, training and/or monitoring purposes.

Introduction

Home & Legacy Landlord's Rent & Legal Protection Insurance is administered by Home & Legacy Insurance Services Limited who act on behalf of the **insurer**. Home & Legacy Insurance Services Limited is a wholly owned subsidiary of Allianz Holdings plc. and is registered in England Number 3007252, Registered office: 57 Ladymead, Guildford, Surrey, GU1 1DB. Home & Legacy Insurance Services Limited is authorised and regulated by the Financial Conduct Authority. Financial Services Register number is 307523.

The insurance is arranged by FirstAssist Insurance Services Limited and underwritten by Great Lakes Reinsurance (UK) PLC.

Your Contract of Insurance

Your Landlord's Rent & Legal Protection Insurance policy is a contract between **you** and the **insurer** which is based on the information **you** have given to **your insurance intermediary** or the **administrator**.

There are conditions that **you** will need to meet as **your** part of the insurance contract. The Claims Conditions which are on page 11 set out the conditions **you** have to comply with before **we** will agree to pay **your** landlords rent and legal protection insurance claims. The General Conditions of **your** policy which are on page 13 set out the changes in circumstances that could affect **your** cover and when **we** would cancel **your** policy.

Your insurance contract is evidenced by:

- information contained on **your** application and/or the **statement of facts** document issued by the **administrator** which confirms the information given by **you** to **your insurance intermediary** or the **administrator**;
- **your schedule** and any endorsements (written alterations to the terms of the policy) shown on **your schedule**;
- this Landlord's Rent & Legal Protection Insurance policy booklet which details the cover provided by the **insurer** and the exclusions and conditions which apply;
- any changes to **your** policy contained in notices issued by the **administrator**.

The **insurers'** provision of insurance under **your** policy is conditional upon **you** observing and fulfilling all the terms, provisions, conditions and clauses of the policy.

You must take care not to misrepresent any information. **You** must take care to give all information that **you** are asked for. If **you** give **your insurance intermediary** or the **administrator** incorrect or incomplete information the wrong terms may be quoted, the **insurer** may be entitled to reject payment of a claim or payment could be reduced. In certain circumstances **your** policy might be invalid, and **you** may not be entitled to a refund of **premium**.

Many of the words and phrases used in this Landlord's Rent and Legal Protection policy have special meanings. These words are highlighted throughout the whole of the policy wording by the use of **bold print**. For the meanings of the words and phrases used refer to 'the meaning of words' on page 5–6.

Any word or expression in the policy which has a specific meaning has the same meaning wherever it appears in the policy.

We will compensate **you** if **you** suffer as a result of an insured event covered under this policy, in accordance with and subject to the terms of this policy, in consideration of the payment to **us** of the **premium** for the **period of insurance**.

How Your Cover Works

The **insurer** will cover **you** within the conditions of **your** policy for any insured event which takes place during the **period of insurance**. **Your** policy ends at midnight on the last day of each **period of insurance**.

Changes that affect this insurance

Please tell **your insurance intermediary** as soon as reasonably possible if there are any changes to **your** circumstances which could affect **your** insurance, or tell the **administrator**.

We need to be informed about any changes to the information shown on **your** most recent **schedule** or **statement of facts** document; or if the information shown is incorrect. If **we** are not informed of any changes or corrections this may affect **your** ability to claim under the policy.

Please refer to General Condition 8 on page 13 of this policy which sets out circumstances that you should tell **your insurance intermediary** or the **administrator** about.

If **your** circumstances change and **you** do not tell **your insurance intermediary** or the **administrator**, **you** may find that **you** are not covered if **you** need to claim.

How to make a claim

You or **your insurance intermediary** must notify the **administrator** no later than thirty (30) days after any circumstances occur that might result in a claim under this policy. **You** should also take note of the Claims Conditions that apply on page 11 of the policy wording.

Claims should be reported to the **administrator**:

Home & Legacy Insurance Services Limited
500 Avebury Boulevard
Milton Keynes
Bucks, MK9 2LA

If **you** have any questions please contact **your insurance intermediary** or contact the **administrator**.

Financial Services Compensation Scheme

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if the **insurer** cannot meet its liabilities. Further information about compensation scheme arrangements is available from the FSCS. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk

Telephone: **0800 678 1100** or **020 7741 4100**.

Email: enquiries@fscs.org.uk

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be expressed in the English language.

Choice of law

The law of England and Wales will apply to this contract unless:

- a. **you** and the **insurer** agree otherwise; or
- b. at the date of the contract, **you** are a resident of (or in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

Telephone Recording

Telephone calls may be recorded for **our** joint protection, training and/or monitoring purposes.

Copy Policy on Request

You should keep a record of all information supplied to **us** for the purpose of this insurance.

A further copy of this policy booklet will be provided to **you** on request.

Customers with disabilities

This policy booklet and other associated documentation can be made available in large print, audio or Braille. If **you** require any of these formats please contact Home & Legacy on 0844 893 8360 who will be pleased to organise an alternative for **you**.

Your Cancellation Rights

Cancellation within the first 14 days

We want **you** to be happy with **your** policy. **You** have a statutory right to cancel **your** policy within 14 days from the day of purchase of the contract or the day you receive **your** policy documentation, whichever is the later.

If **you** wish to cancel and the insurance cover has not yet commenced **you** will be entitled to a full refund of the **premium** paid.

How Your Cover Works (continued)

If **you** choose to cancel **your** policy and the insurance cover has already commenced **you** will be entitled to a refund of the **premium** paid except where a claim or circumstances that may lead to a claim has occurred during the period of cover **we** have provided in which case the full annual **premium** may be payable to **us**

You can exercise **your** right to cancel by contacting **your insurance intermediary** or by contacting the **administrator**:
Home & Legacy Insurance Services Limited
500 Avebury Boulevard
Milton Keynes, Bucks MK9 2LA
Telephone: 0844 893 8360

If after 14 days **you** have not cancelled **your** policy, **we** will assume that **you** wish **your** policy to continue for the **period of insurance**.

Cancellation after the first 14 days

Following the expiry of **your** statutory cooling-off period, **you** continue to have the right to cancel **your** policy at any time during its term. If **you** do so, unless **you** have made a claim or any circumstances have occurred which may result in a claim, **you** will be entitled to a refund of the **premium** paid, subject to a deduction for the time **you** have been covered plus an administration charge to cover the **administrator's** costs.

If **you** have made a claim or any circumstances have occurred which could result in a claim **you** may be required to pay the **premium** for period of insurance shown on **your schedule**.

The refund in **premium** will be calculated on a proportionate basis for the time for which **you** have received cover based on the annual **premium** payable plus the additional charge for administration (subject to Insurance Premium Tax, where applicable). The **administrator's** charge to cover costs is £15.

To exercise **your** right to cancel **your** policy, please contact the **insurance intermediary** through whom **you** arranged **your** insurance or the **administrator**,

Home & Legacy Insurance Services Limited,
500 Avebury Boulevard,
Milton Keynes,
Bucks MK9 2LA.

Please refer to General Condition 9, Cancellation on page 14 for details of **our** cancellation rights.

If the amount due when **you** cancel the policy is more than the amount **you** have paid **you** may be asked to pay the difference.

Automatic renewal

If **you** pay **your premium** by instalments utilising **premium** finance facilities offered by the **administrator**, the **administrator** will contact **you** or **your insurance intermediary** in good time before **your** policy expires with full details of the **premium** and terms.

If **you** do not want to renew **your** policy, or do not want to continue to pay **your premium** by instalments **you** will be asked to contact the **administrator** or **your insurance intermediary** before **your** renewal date with clear instructions.

If **you** do not respond to their request on or before **your** renewal date **we** will automatically renew **your** policy.

If **we** decide not to renew **your** policy **your insurance intermediary** or the **administrator** will notify **you** of this in writing in good time before the renewal date.

This automatic renewal process only applies if **your premium** is paid by instalments utilising premium finance facilities offered by the **administrator**.

Customer Service

What to do if you are not satisfied

Our and the **administrator's** aim is to get it right, first time, every time. If a mistake is made it will be dealt with promptly. **Your** complaint will be acknowledged within five (5) **working days** and will usually be resolved within four (4) weeks. If it is not possible to resolve **your** complaint **you** will be informed when an answer may be expected. **You** will be provided with information about the Financial Ombudsman Service*.

Should **you** wish to make a complaint, then it should be directed to:

The Customer Satisfaction Manager
Home & Legacy Insurance Services Limited
500 Avebury Boulevard,
Lower Ground Floor,
Milton Keynes,
Buckinghamshire, MK9 2LA

Telephone: **0844 893 8360**

or if **you** are calling from overseas **+44 (0) 20 3118 7777**.

Fax: **0844 893 8386**

Email: **info@homeandlegacy.co.uk**

If the complaint is about the service **you** have received from the **administrator** **you** will be informed by the **administrator** who is dealing with **your** complaint. This individual will have been fully trained to deal with the matter in an objective manner.

How Your Cover Works (continued)

If the **administrator** finds that **your** complaint relates to the service provided by an insurance intermediary they will pass the details on to them and will monitor the progress of their investigations.

Complaints which **we** are required to resolve will be passed on to **us** by the **administrator**. The **administrator** will notify **you** when they do this, and will monitor the progress of **our** investigations.

Using the complaints procedure above or referral to the Financial Ombudsman Service does not affect **your** legal rights.

* The Financial Ombudsman Service offers a free, independent service for resolving disputes about most financial matters. In some circumstances a complaint may not be eligible for referral to the Financial Ombudsman Service. In such cases you will receive guidance from staff at the Ombudsman about your options, or you may wish to seek your own professional or legal advice.

The Financial Ombudsman Service can be contacted at:
The Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall,
London E14 9SR

Telephone: **0800 0 234 567** free for people phoning from a "fixed line" (for example, a landline at home) or **0300 123 9 123** free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02.

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

The Meaning of Words

Any word or expression to which specific meaning has been given shall have that meaning wherever it appears and will be shown in **bold** type throughout the entirety of this policy wording.

Administrator

The insurance is administered on behalf of the **insurer** by Home & Legacy Insurance Services Limited, registered in England No. 3007252. Registered Office: 57 Ladymead, Guildford, Surrey, GU1 1DB Home & Legacy Insurance Services Limited is authorised and regulated by the Financial Conduct Authority. Financial Services Register number is 307523.

Agent

A letting or managing agent appointed by and acting on **your** behalf in respect of the **property(ies)** which are detailed in the **schedule**.

Excess

Your contribution towards the cost of a claim.

Insurance intermediary

The person or company who **you** consulted to arrange or consulted with a view to making arrangements for the insurance provided under this policy.

Guarantor

A person or business which has entered into a written agreement to agree to pay or to perform the **tenant(s)** duties under the terms of the **tenancy agreement** should the **tenant(s)** fail to do so.

Insurer

The insurance is underwritten by Great Lakes Reinsurance (UK) PLC registered in England and Wales No. 2189462 at Plantation Place, 30 Fenchurch Street, London EC3M 3AJ, and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number is 202715. Their Home State is the United Kingdom. Great Lakes Reinsurance (UK) PLC is a non-life general insurer, underwriting personal and commercial insurance products.

Legal costs and expenses

Legal fees, costs and disbursements reasonably and properly incurred by the **legal representative**.

Legal representative

The solicitor, or other suitably-qualified representative, to whom the **administrator** has agreed, who is appointed to represent **you**.

Period of insurance

The period specified on the **schedule**.

Premium

The cost of the cover as specified on the **schedule**.

Property(ies)

The **property** detailed on the **schedule** and in the **tenancy agreement**.

Rent

The sum due to be paid by the **tenant(s)** to **you** as detailed in the **tenancy agreement**.

Schedule

A printed document showing the limits of cover and any individual terms which apply to **your** policy.

Tenancy Agreement

A written agreement with the **tenant(s)** which gives rights to the **tenant(s)** to occupy the **property(ies)** and to **you** to receive **rent** for letting the **property(ies)** being:

- a) an Assured Shorthold Tenancy as defined in the Housing Act 1988 and corresponding legislation in Scotland, the Isle of Man and the Channel Islands, and any amending legislation; or
- b) an agreement with a limited company or where the annual income exceeds £100,000.

Tenancy deposit

The sum paid by the **tenant** or on behalf of the **tenant** to **you** or **your agent** under the **tenancy agreement** as security against the performance of the **tenant's** obligations under the **tenancy agreement**, the discharge of any liabilities, and any damage to the **property** and/or non payment of **rent** during the tenancy.

The Meaning of Words (continued)

Tenancy deposit scheme

A scheme operated by or on behalf of the Government to safeguard deposits paid in connection with Assured Shorthold Tenancies in England and Wales; and to facilitate the resolution of disputes arising in connection with such deposits.

Tenant

The person(s) named in the **tenancy agreement** who occupy(ies) the **property(ies)** and/or the companies or firms named in the **tenancy agreement** and any person(s) who occupy the **property(ies)** with their knowledge and consent including family members ordinarily residing with them and any person who is at the **property(ies)** with their knowledge and consent.

Territorial limits

England, Wales and Scotland.

Vacant possession

The date on which the **property** is surrendered by the **tenant(s)**.

We, Our, Us

FirstAssist Insurance Services Limited (FirstAssist) Registered in England and Wales No. 04617110. Registered office at Marshall's Court, Marshall's Road, Sutton, Surrey SM1 4DU.

FirstAssist arranges this insurance on the **insurer's** behalf. FirstAssist Insurance Services Limited is authorised and regulated by the Financial Conduct Authority. Financial Services Register number is 310671.

Working days

Monday to Friday 9am to 5pm excluding public holidays.

You, Your

The person(s), companies or firms named in the **schedule** as the Insured.

LawCare

Your policy includes access to LawCare to give advice, 24 hours a day, 365 days a year, on any personal legal matter or matters related to the letting of the **property(ies)**, but not in connection with any disputes that **you** may have with **your agent**. The advice **you** receive from LawCare will always be according to the laws of Great Britain. **We** may record the calls to protect **you**.

LawCare Telephone: **01455 251500**

When **you** call LawCare **you** will need to quote the verification number which is shown on **your schedule**.

Section 1 – Rent Protection

What is covered

Your policy provides cover for the following events:

1. Loss of rental income if:

- a) the **tenant(s)** or their **guarantor(s)** fail to pay **you** the **rent** when it is due, under the Terms and Conditions of the **tenancy agreement** and any supporting **guarantor's** written guarantees; or
- b) the **tenancy agreement** for the **property** is with an individual **tenant** and **you** are unable to collect the **rent** due, because the death of the **tenant** occurs before the end of the term of the **tenancy agreement**.
 - i) for up to twelve (12) months or until **you** have obtained **vacant possession** of the **property**, whichever is sooner; and
 - ii) for up to two (2) months after **you** have obtained **vacant possession** or the **property** has been re-let, whichever is the sooner.

What is not covered

- a) The **excess** which is the first month's **rent**.
- b) Any amount over £60,000 for all claims arising from one (1) insured event during any **period of insurance** for each **property** insured. The maximum payable under all sections of the policy arising from any one event will be £60,000.
- c) Any claim that is not notified to the **administrator** as soon as possible after **you** become aware of the event and no later than thirty (30) days of the event that may result in a claim.
- d) Any amount exceeding twelve (12) monthly **rent** payments, before **you** have obtained **vacant possession** of the **property**; and any amount exceeding seventy five (75) per cent of two (2) months **rent**, after **you** have obtained **vacant possession** of the **property**.
- e) Any amount, after **you** have obtained **vacant possession** of the **property** if the **property** is not to be re-let.
- f) Any amount which exceeds the monthly **rent** figure stated in the **tenancy agreement**; or, if it is lower, the monthly **rent** amount which **you** declared to the **administrator** when **you** started this insurance, or have notified to **us** since and which **we** have acknowledged in writing.

We reserve the right to reduce the amount of any **rent we** pay **you** following an insured event by any amount if **we** discover that the monthly **rent** amount notified to **us** is lower than the **rent** amount shown in the **tenancy agreement**. If the difference is significant, **we** also reserve the right to refuse **your** claim.
- g) Any amount for any disputes for circumstances that **you** knew about or should have known about, before the **period of insurance** begins which result in a claim.
- h) Any amount if the **tenant(s)** are not held equally and jointly responsible for all the commitments that are required by them under the terms of the **tenancy agreement**.
- i) Any interest which may be payable to **you** by the **tenant(s)** under the terms of the **tenancy agreement** for late payment of **rent**.
- j) For the cost of defending a dispute that arises from or relates to actual or alleged dishonesty, fraud or malicious conduct by **you**, unless the legal action is successfully defended.

You should also refer to the Claims Conditions on page 11 and General Conditions on page 13.

Section 2 – Legal Expenses

What is covered	What is not covered
<p>Your legal costs and expenses that may be incurred within the territorial limits to secure an eviction of the tenant; or to recover amounts owed to you by tenant(s); or to take legal action following the occurrence of any of the events below:</p> <p>a) A dispute between you and the tenant(s) under the terms and conditions of the tenancy agreement including disputes that arise when:</p> <p>i) the tenant(s) depart from the property before the end of the term of the tenancy agreement, without having given you or your agent proper notice;</p> <p>ii) the tenant(s) or their guarantor(s) fail to pay you the monthly rent when it is due;</p> <p>iii) the tenant(s) refuse to allow you to have access to the property at the end of the tenancy agreement or following non payment of monthly rent, even though you have acted in accordance with all legal requirements;</p> <p>iv) the tenant(s) have damaged the property by carrying out malicious and/or and intentional acts;</p> <p>v) there is a dispute over the tenancy deposit at the end of the tenancy if there is not a legal requirement for the tenancy deposit to be held in accordance with the requirements of the tenancy deposit scheme.</p> <p>b) The property is occupied by unauthorised occupants and you are required to take legal action to evict them.</p> <p>c) Your tenant(s) allege(s) that you have not met your obligations under the terms tenancy agreement and take legal action against you.</p>	<p>a) Any amount over £60,000 for all claims arising from one (1) insured event during any period of insurance for each property insured. The maximum payable under all sections of the policy arising from any one event will be £60,000</p> <p>b) Any claim that is not notified to the administrator as soon as possible after you become aware of the event and no later than thirty (30) days of the event that may result in a claim.</p> <p>c) Any claim:</p> <p>i) for the cost of defending a dispute that arises from or relates to actual or alleged dishonesty, fraud or malicious conduct by you, unless the legal action is successfully defended;</p> <p>ii) for legal costs and expenses that you incur before we have accepted your claim;</p> <p>iii) for any disputes for circumstances that you knew about or should have known about, before the period of insurance begins which result in a claim;</p> <p>iv) If the tenant(s) are not held equally and jointly responsible for all the commitments that are required by them under the terms of the tenancy agreement;</p> <p>v) for any disputes with your agent or arising out of a contract that you have with any person or organisation other than the tenant(s);</p> <p>vi) for any disputes for amounts of less than £250;</p> <p>vii) for any disputes that do not start within the period of insurance;</p> <p>viii) for any disputes where the legal action cannot be brought within the territorial limits;</p> <p>ix) for any disputes where you do not have a reasonable chance of successfully recovering damages;</p> <p>x) for disputes where you know that you are able to settle the dispute in another way directly with the tenant(s);</p> <p>xi) for your tenant(s) or any opponents' legal costs and/or awards made by order of a Court settlement or discontinuance;</p> <p>xii) for disputes that arise because you have not complied with statutory legislation and other legal requirements related to the letting of the property(ies);</p> <p>xiii) for damages, fines or penalties of any nature incurred by you following any legal proceedings.</p>

You should also refer to the Claims Conditions on page 11 and General Conditions on page 13.

Section 3 – Alternative Accommodation

What is covered	What is not covered
<p>Your alternative accommodation costs for the period after the tenancy agreement has ended until the date full and vacant possession is obtained, subject to a maximum period of thirty (30) days, where:</p> <ul style="list-style-type: none">a) you cannot regain possession of the property because of the nuisance caused by, or acts of, the tenant(s); andb) you have no other suitable accommodation available during this period. <p>The cover for alternative accommodation costs only applies where there is a claim under this policy which we have agreed to cover.</p>	<p>Any amount over £50 per day to a maximum of £1,500 any one claim in respect of alternative accommodation expenses.</p> <p>You should also refer to the Claims Conditions on page 11 and General Conditions on page 13.</p>

Section 4 – Witness Attendance Allowance

What is covered	What is not covered
<p>Witness attendance allowance which applies when you or your or your agent's employees, directors or partners are absent from work because of attendance at court in connection with an insured event as a:</p> <ul style="list-style-type: none">a) witness at the legal representative's request; orb) defendant at any court, tribunal or arbitration hearing. <p>The witness attendance allowance applies where there is a claim under this policy which we have agreed to cover.</p>	<p>Any amount in excess of £100 per person per full day to a maximum of £1,000 any one claim.</p> <p>You should also refer to the Claims Conditions on page 11 and General Conditions on page 13.</p>

Claims Conditions

The following claims conditions apply to the Landlord's Rent & Legal Protection Insurance:

We will not pay **your** landlord's rent & legal protection claims, unless the event resulting in a claim occurs during the **period of insurance** and **you** agree to comply with the following:

- a) To notify **us** immediately **you** become aware of and no later than thirty (30) days of an event that may result in a claim.
- b) To complete a claim form if asked and supply the following documents and any other documentation that **we** may request from **you** at a later date:
 - i) A copy of the **tenancy agreement** and any **guarantors'** covenants;
 - ii) A copy of the **rent** schedule detailing the **rent** due and the dates that any rental payments were received;
 - iii) A copy of the references and any supporting documentation such as proof of residency **you** obtained for the **tenant(s)** and **guarantor(s)** (if any) before the start of the **tenancy agreement**;
 - iv) Copies of any correspondence with the **tenant(s)** in connection with rental arrears; and
- c) To contact or make arrangements for **your agent** to contact the **tenant(s)** if they have not paid **you** or **your agent** the monthly **rent** due within seven (7) **working days** of the **rent** due date to establish the reason why.
- d) To contact or make arrangements for **your agent** to contact the **tenant(s)** again if the **rent** due still remains unpaid fourteen (14) **working days** after the **rent** due date and to notify the **administrator** of the situation.
- e) To notify the **administrator** immediately if **you** or **your agent** receive payment or part payment of **rent** due from the **tenant(s)** or the **guarantor** at any time after **you** have notified the **administrator**.
- f) To agree for **us** to instruct and pay for a **legal representative** to take the necessary action to gain **vacant possession** of the **property**.
- g) To prepare or arrange for **your agent** or an inventory clerk to prepare as soon as **vacant possession** of the **property** is obtained:
 - i) a detailed inventory of the contents and condition of the **property**;
 - ii) a schedule of any damage, if applicable; and
 - iii) attempt to agree the basis for return of the **tenancy deposit** with the **tenant(s)** or in liaison with the **administrator** of the **tenancy deposit scheme**, if used.
- h) To accept that any decision over the allocation of the **tenancy deposit** made by the **administrator** of the **tenancy deposit scheme** (if applicable), or in the event of a dispute, the appointed adjudicator, will be final and binding.
- i) To accept that if the **tenancy deposit** is not held under a **tenancy deposit scheme** arrangement and **you** are using an **agent**, that any decision made by **your agent** over the allocation of the **tenancy deposit** will be final and binding.
- j) To provide the **administrator** with written details of the allocation of the **tenancy deposit** and agree that if any balance of the **tenancy deposit** is remaining and **we** have incurred costs, following **our** agreement with the **tenant(s)**, to forward it to **us** to reduce our liability.
- k) To accept that **we** have the right, at our discretion, and at any time to pursue the recovery of any **legal costs and expenses** **we** have paid by taking legal action against the **tenant(s)** or their **guarantor(s)** in **your** name and agree to assist **us** if required.
- l) To agree to attend or for **your agent** to attend any court hearing after **vacant possession** of the **property** has been obtained to seek money judgment orders, if required.
- m) To accept that if **we** make a recovery from the **tenant(s)** or their **guarantor(s)** after taking legal action against them that any payment that is received will be used to reduce **our** liability after which, if any balance remains, it will be paid to **you**.

How We Settle Claims

The most **we** will pay following an insured event will be:

- a) loss of **your** monthly **rent** for up to twelve (12) months or until **you** have obtained **vacant possession** of the **property**, whichever is sooner; and
- b) seventy five (75) per cent of **your** monthly **rent** once **you** have obtained **vacant possession** of the **property** for up to a further two (2) months.
- c) the **legal costs and expenses** of the **legal representative** that are necessarily incurred to take legal action on **your** behalf:
 - i) against the **tenant(s)** or their **guarantor(s)** following a breach in the terms of the **tenancy agreement** by the **tenant(s)**;
 - ii) to lawfully evict the **tenant(s)** in order to gain **vacant possession** of the **property**;
 - iii) to defend **your** legal rights after an event which results in the **tenant(s)** taking proceedings against **you**;
 - iv) to recover unpaid **rent** from the **tenant(s)**; and
 - v) to remove unauthorised occupants from the **property**.

d) **Your** alternative accommodation costs for up to thirty (30) days at £50 per day to a maximum of £1,500 any one claim.

e) **Your** witness attendance allowance up to £100 per person per full day up to a maximum of £1,000 any one claim.

We will not pay more than the monthly **rent** stated in the **tenancy agreement**; or if it is lower, the monthly **rent** which **you** declared to the **administrator** when **you** started this insurance, or have notified to **us** since and which **we** have acknowledged in writing.

We also reserve the right to reduce the amount of any **rent we** pay **you** following an event by any amount, if **we** discover that the monthly rental amount notified to **us** is lower than the rental amount shown in the **tenancy agreement**. If the difference is significant, **we** also reserve the right to refuse **your** claim.

We will pay **rent** thirty (30) days in arrears.

We will pay rent to **your agent** unless **you** instruct the **administrator** otherwise.

Please also refer to the Claims Conditions that apply on page 11.

General Conditions

The following conditions apply to the whole policy.

1 Premium

You must pay the **premium** or any agreed instalment when the **administrator** asks.

2 Tenant Assessment /Referencing

Before letting the **property** to **tenant(s)** **you** or **your agent** must obtain for each **tenant** or each **guarantor** one (1) satisfactory written financial reference or a credit reference and one (1) other satisfactory written reference

3 Tenancy Agreement

There must be a written **tenancy agreement** that complies with all the requirements of any relevant legislation and statutory instruments.

4 Tenancy deposit

You or **your agent** must have collected, before the start of the **tenancy agreement**, a **tenancy deposit** that is at least equivalent to one (1) month's **rent** in cleared funds. For tenancies in England and Wales the **tenancy deposit** must be held in accordance with requirements set out in the Housing Act 2004 and any subsequent or superseding legislation.

5 Inventory

You or **your agent** must have taken a detailed inventory of the contents and condition of the **property** before the start of the **tenancy agreement**.

6 Fraud

If **you** or anyone acting on **your** behalf makes any false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, **you** will forfeit all rights under the policy and all cover will cease. In such circumstances, **we** retain the right to keep the **premium** paid.

7 Arbitration

If **we** accept **your** claim but **you** do not agree with the amount **we** will pay **you**, **we** will refer the matter to an arbitrator chosen by **you** and **us**. **You** cannot take any action against **us** until **you** and **we** have received the arbitrator's final decision.

This procedure does not prejudice any right **you** have for recourse to any other complaints procedure to which **we** or the **insurer** subscribe or to the Courts.

8 Changes to your Circumstances

You must tell the **administrator** as soon as reasonably possible about any changes that may affect **your** policy cover. If **we** are not advised of changes in circumstances, this may affect **your** ability to claim under the policy. Here are the changes **you** should tell the **administrator** about:

- i) **You** changing **your** name;
- ii) **You** changing **your** correspondence address;
- iii) Any changes in the monthly **rent**;
- iv) **You** being convicted of any criminal offences (other than motoring offences) or having any prosecutions pending for any non-motoring criminal offences;
- v) **You** being declared bankrupt or receiving any court judgments as a private individual or in connection with any business;
- vi) Any disputes or disagreements with **your tenant(s)**;
- vii) If **you** have not been able to obtain for each **tenant** or each **guarantor** (if required) a satisfactory written financial reference or a credit reference and one other satisfactory written reference;
- viii) If **you** intend to let **your property** for any reason other than for private residential purposes or any professional purposes other than clerical work or art related work;
- ix) If **your property** becomes unoccupied and **you** will not be re-letting;
- x) If **your property** will become uninhabited because **you** plan to carry out building work;
- xi) If **you** are unsure whether a change of circumstances may affect **your** policy **you** should contact **your insurance intermediary** or the **administrator**.

We may re-assess **your** cover and premiums when **we** are told about changes in **your** circumstances. In some circumstances **we** may not be able to continue **your** policy following the changes. Where this happens **you** will be told and **your** policy will be cancelled in line with General Condition 9, Cancellation.

General Conditions (continued)

9 Cancellation

We can cancel this policy if there are grounds to do so by sending **you** fourteen (14) days notice in writing by recorded delivery to **you** at **your** last known address.

We may cancel **your** policy if:

- a) **we** are made aware of changes in **your** circumstances which mean that it is not possible for **us** to continue to provide cover under this policy;
- b) **you** fail to meet one or more of the terms and conditions of **your** policy, and if **we** agree with **you** that it is possible for **you** to rectify such breach(es), where **you** have not fully complied within the time period **we** specify to **you** in writing;
- c) any additional terms and conditions which **we** set out as a requirement for providing **your** insurance cover, by including an endorsement to **your** policy, where such additional terms and conditions have not been complied with; or where **we** have given **you** time to comply with the terms and conditions, if they have not been complied with within the time period **we** specified;
- d) if **we** discover that **you** misrepresented information or facts **you** gave to **your insurance intermediary** or to **us** for the purpose of providing the insurance cover under **your** policy, for example, if **you** gave **us** information that **you** knew to be untrue; or incomplete and if **we** had been made aware of such information it would have led to **us** not entering into the insurance contract in the first place.

If **we** cancel **your** policy **you** will be entitled to a refund of the premium paid, unless **you** have made a claim or circumstances have occurred which could result in a claim.

If **we** cancel **your** policy the administration charge to cover Home & Legacy's costs will not apply.

If **we** exercise the right to cancel **your** policy, this will not prejudice **your** rights in respect of an insured event which occurred before the date of cancellation.

We also reserve the right to terminate **your** policy in the event that there is a default in instalment payments due under any linked loan agreement by sending **you** 14 day's notice in writing to **your** last known address.

10 Financial Sanctions

We will not provide any cover or be liable to make any payment or other benefit under **your** policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **period of insurance** we may cancel **your** policy immediately by giving **you** written notice at **your** last known address.

If **we** cancel **your** policy **we** will refund **premiums** already paid for the remainder of the current **period of insurance**, provided no claims have been paid or are outstanding.

This policy wording can be made available in large print, audio or Braille.

Please contact Home & Legacy on 0844 893 8360 who will be pleased to organise an alternative for you.

contact For further information please contact your insurance intermediary or call us on
0844 893 8360. We also offer outstanding high value cover for owner-occupied homes.

Visit our website at www.homeandlegacy.co.uk

Landlord's Rent & Legal Protection Insurance is administered by Home & Legacy Insurance Services Limited. Home & Legacy Insurance Services Limited is a wholly owned subsidiary of Allianz Holdings plc, and is registered in England Number 3007252. Registered office: 57 Ladymead, Guildford, Surrey GU1 1DB. Home & Legacy Insurance Services Limited is authorised and regulated by the Financial Conduct Authority. Financial Services Register number is 307523. Please note that telephone calls may be recorded for our joint protection, training and/or monitoring purposes.



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