

Landlord's Rent & Legal Protection Policyholder Notice



Please read this information carefully and keep it safe with your policy documents

We have updated the Landlord's Rent & Legal Protection policy wording with version reference ACPERHL1641_1_0220. **These changes will apply from your first renewal date on or after 1st April 2021**. The changes are described below.

We have provided an electronic copy of the new version of the policy wording which incorporates all changes. Please let us know if you require a printed copy of this document.

Please ensure you read the changes carefully as they form part of your contract of insurance.

Your insurance policy (page 5)

We have deleted and replaced the entire section that is currently under the heading **Things you must do**. Points 3) and 5) have been amended to read as follows.

You must:

- 3) Tell us as soon as possible if there is a change in your circumstances such as:
 - Any change of **tenant**
 - A change to the amount of **rent**

 - 5) Minimise the cost and effect of any claim by taking all reasonable steps to avoid unnecessary expense including discussing and encouraging **your tenant** to partake in any government backed tenant loan scheme (where available) for past or future **rent** arrears
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Defined terms (page 9)

The following definitions have been reviewed and updated.

- **Excess**
 - **Property**
 - **Reasonable prospects of success**
 - **Tenancy agreement** - please note that it is no longer possible to provide cover for company lets
 - **Tenant reference**
 - **Territorial limits**
 - **We/Our/Us**
 - **You/Your**
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Sections of Cover – Section 1- Landlord rent protection (pages 12 and 13)

These Parts of the cover are replaced in entirety to accommodate the following changes.

PART 1 – EVICTION

WHAT IS COVERED now only applies

Provided that:

- a) **you** tell **Home & Legacy** as soon as possible if **your tenant** is in **rent** arrears or if **your tenant** notifies **you** of potential difficulties in paying **you** the **rent**

- b) If **rent** is overdue the **tenant** must be contacted as soon as possible to establish the reason for the arrears. If the **rent** is not paid within a further seven days the **tenant** must be contacted again

- c) **You** discuss and encourage your **tenant** to partake in any government backed tenant loan scheme (where available) for past or future **rent** arrears.

PART 2 – RENT PROTECTION

The cover for loss of rent has been reduced to 75% of the rent. The insurer now also expects you to take reasonable steps to discuss and encourage your tenant to participate in any government backed tenant loan scheme (where available) for past or future rent arrears.

1) WHAT IS COVERED now reads as follows.

We will pay 75% of the **rent** which **you** have not received and was due under the **tenancy agreement** until **you** have obtained vacant possession of the **property**

2) Additional proviso c) has been added as follows.

Provided that:

d) **You** discuss and encourage **your tenant** to partake in any government backed tenant loan scheme (where available) for past or future **rent** arrears

PART 2 – RENT PROTECTION – WHAT IS NOT COVERED

The following additional exclusion has been added.

We will not cover claims where:

A Section 21 notice was issued to the **tenant** and the **tenant** was not in rental arrears at the time of issuance unless:

- a) **you** can prove that **you** have reoccupied the **property** to live in as **your** primary accommodation (if this is the case, then **rent** will only be paid once you have reoccupied the **property** and provided proof of having done).
- b) The notice was issued by **your representative** as they advised that this is the best course of action in **your** particular circumstances.

This includes any subsequent claim under a Section 8 notice following the issue of a Section 21 Notice.

WHAT YOU NEED TO KNOW

The first point is deleted and replaced by the following.

- You must tell Home & Legacy as soon as possible if your tenant is in rent arrears or if they notify you of potential difficulties in paying you the rent
- If your tenant is in rent arrears and you do not tell Home & Legacy as soon as possible, we will not pay any additional rent arrears that your late notification has caused

The following additional point is added.

- Any rent paid to you under a government backed tenant arrears loan scheme will be first used to pay any rent that has already been paid by us

PART 3 - VACANT POSSESSION

All reference to the vacant possession cover has been removed as this cover is no longer provided

Claims conditions (page 24)

Claims condition 1. HOW AND WHEN TO MAKE A CLAIM

This condition has been reviewed to make it clearer when Home & Legacy must be informed.

Claims condition 5. RECOVERY OF COSTS

This condition is deleted and replaced in entirety under a new heading 5. RECOVERY OF COSTS AND RENT.

The changes made are to make it clear that any payment made to you under any government backed loan will need to be used to reimburse us if we have paid out rent to you under your policy.

The last sentence is deleted and replaced with the following 2 sentences.

Whenever **you** receive a payment under any government backed tenant arrears loan scheme, which was covered under this policy these shall be first used to pay the **rent** or repay **us** any **rent we** have already paid then to cover any outstanding or future **rent**.

If costs are recovered from the other party then that money will be repaid to **us** first until all costs have been repaid.

Registered address: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom. Registered in England No. 3007252.
Home and Legacy Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.
Financial Services Register number 307523. A member of the British Insurance Brokers Association.

Calls may be recorded for our joint protection, training and/or monitoring purposes

Important Information (page 28 & page 32)

HOW TO MAKE A COMPLAINT ABOUT YOUR POLICY

All reference to the option for the referral of complaints to the EU Online Dispute Resolution (ODR) platform has been removed.

HOME & LEGACY'S FAIR PROCESSING NOTICE

This Notice has been updated and is now referred to as Home & Legacy's 'Privacy notice'.

Two additional paragraphs have been added headed '**Brexit**' and '**Liquidation**'.