

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

We have made changes to the Ultra Landlord policy wording as detailed below. **We are providing you with a copy of the latest version of policy wording, please read it carefully to ensure it meets your needs.**

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### IMPORTANT ADVICE INFORMATION

Please note that the Glass Replacement service has been withdrawn. All reference to this service has been removed from the policy wording. For glass claims please contact us on the normal claims notification number.

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### THINGS WE NEED TO TELL YOU ABOUT

#### IF YOU CANCEL YOUR POLICY AFTER THE FIRST 14 DAYS

**If you cancel your policy after the first 14 days** - the following text is added:  
"We will not refund a premium amount of less than £15 plus Insurance Premium Tax."

The administration charge to cover Home & Legacy's costs is also removed.

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### SECTION 1 – BUILDINGS AND SECTION 2 – CONTENTS

#### GENERAL CONDITIONS

The **General Condition 'Fraud'** has been revised and now reads as follows:

##### • Fraud

If **you** or anyone acting for **you**:

- i knowingly makes a fraudulent or exaggerated claim under the policy; or
- ii knowingly makes a false statement in support of a claim; or
- iii knowingly submits a false or forged document in support of a claim; or
- iv makes a claim for any loss or damage caused by **your** wilful act or caused with **your** knowledge, agreement or collusion.

Then, **we** may:

- refuse to pay **your** fraudulent claim.
- automatically cancel **your** policy from the date of the fraudulent act.
- not allow a return of any premium paid.
- inform the police of the circumstances."

The **General Condition 'Our Cancellation Rights'** - now reads as follows:

##### • Our Cancellation Rights

**We** may cancel **your** policy if **we** have valid reason to do so. **Our** valid reasons to cancel **your** policy include but are not limited to the following:

- a) if **we** become aware of changes in **your** circumstances which mean that it is not possible for **us** to continue to provide cover under this policy;
- b) if **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** then do not fully rectify the breach(es) within the time period **we** specified to **you** in writing;
- c) if any additional terms and conditions which **we** set out as a requirement for providing **your** insurance cover by including an endorsement (written alterations of the terms) to **your** policy 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 premium due is not paid by the date that **we** or **your** insurance intermediary specify to **you** in writing. This includes a default of an instalment payment under any linked loan agreement;
- e) if **we** reasonably suspect fraud;
- f) if **we** discover that **you** misrepresented information or facts **you** gave **us** for the purpose of providing the insurance cover under this 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 **we** would not have entered into the insurance contract with **you**.

If **we** decide to cancel **your** policy **we** will send at least 14 days' written notice to **your** last known postal and/or e-mail address. All cover will cease from the time and date that **we** specify in that written notice.

If **we** cancel **your** policy **you** will be entitled to a refund of the premium paid, subject to a deduction for the time **you** have been covered, unless **you** have made a claim or circumstances have occurred which could result in a claim; or the reason for cancellation is fraud; and/or **we** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012. (This Act sets out the circumstances where failure by a policyholder to provide the insurer with complete and accurate information permits the insurer to cancel a policy, sometimes back to its start date and to keep any premiums paid.) **We** will not refund amounts less than £15 plus Insurance Premium Tax.

Where **our** investigations provide evidence of fraud or a serious non-disclosure **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or when **you** provided **us** with incomplete or inaccurate information. This may result in **your** policy being cancelled from the date **your** cover originally started.”

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### **SECTION 3 – LANDLORD LEGAL EXPENSES & SECTION 4 – LANDLORD RENT PROTECTION (OPTIONAL COVER)**

We have made significant changes to these sections of policy wording. Due to the extent of the changes, they are summarised below.

#### **THE INSURER**

The insurer for these sections of the policy is now Markel International Insurance Company Limited trading as Markel Legal Expenses Insurance, 20 Fenchurch Street, London EC3M 3AZ.

A number of paragraphs provide you with important information. This includes:

- What our words mean – the meaning of important words and phrases used
- Claims conditions – conditions that must be complied with for your cover to be provided
- What is not covered
- Important information and conditions that apply such as ‘Things you must do’ – your obligations to ensure your cover is/ remains valid and general information such as how your personal information is used.

Each section describes the cover provided and then what is not covered. The sections relevant for your cover will be shown on your policy schedule along with any excess applicable. The layout has changed from the last version of your policy wording as described below:

#### **Section 3 – Landlord Legal Expenses**

Cover 1 – Landlord Legal Expenses

- Part 1 – Property and landlord and tenant disputes
  - A) Property disputes – trespass, damage, nuisance or rights of way
  - B) Disputes with your tenants
  - C) Eviction
  - D) Witness attendance allowance
- Part 2 – Alternative accommodation

Cover 2 – Identity Theft

Cover 3 – Health & Safety

- A) Interview under caution
- B) Prosecution defence

Cover 4 – Regulatory Compliance

Cover 5 – Tax Protection

- A) Aspect enquiry – £1,000 excess will apply
- B) Full enquiry
- C) National Insurance and PAYE Disputes
- D) Current Tax Year Enquiry
- E) VAT disputes

#### **Section 4 – Landlord Rent Protection (optional cover)**

- Part 1 – Eviction
- Part 2 – Rent Protection
- Part 3 – Vacant Possession

#### **WHEN TO NOTIFY US OF A CLAIM**

For these sections of your policy we will only cover claims that you tell us about during your period of insurance, except under the following where claims must be notified to us within 30 days of the end of your period of insurance:

- Section 3 – Landlord Legal Expenses, Cover 1 – Part 1, B) – Disputes with your tenant
- Section 4 – Landlord Rent Protection, Parts 1, 2 & 3

If we are not told as soon as possible when your tenant is in rent arrears any additional rent arrears your late notification has caused will not be paid.

## CLAIMS CONDITIONS

There are a series of steps that need to be followed to successfully make a claim under these sections of your policy and these are described as the claims conditions. They are set out fully in the policy wording as described below:

- How and when to make a claim
- When we will agree to cover your claim
- Settlements
- Co-operation
- Recovery of costs
- Payment of costs and rent
- Appeals
- Instruction and choice of your representative, counsel and experts

## SPECIAL OR UNUSUAL CONDITIONS AND TERMS

There are also some other important conditions and terms that you need to be aware of:

### PROSPECTS OF SUCCESS

We will make a decision on whether to cover your claim based on a legal opinion from the representative appointed (and any professional advice that Home & Legacy regard necessary) on whether there is at least a 51% chance of:

- Successfully pursuing your case and securing a legal and/or financial remedy
- Not being found liable in a civil (not criminal) case against you
- Being found not guilty in the defence of a criminal prosecution
- Securing a significant reduction of your punishment or fine if pleading guilty in a criminal prosecution
- Successfully appealing the decision of the relevant authority.

If there is 50% or less chance of the above we will not provide cover.

## EVICTED OF A TENANT

To evict the tenant a valid statutory notice must be issued to the tenant informing them that you are seeking possession of your property.

## TENANT REFERENCE

All tenants (and guarantors, if applicable) must pass the required referencing checks no more than 60 days before the start of the tenancy agreement.

## THINGS YOU MUST DO

You must comply with the following conditions, otherwise your claim may not be paid or any payment could be reduced. You must:

- Pay the premium for your policy
- Provide us with a truthful account of your circumstances and any extra information we ask for, to underwrite your policy and assess your claim
- Tell us as soon as possible if there is a change in your circumstances such as:
  - Any change of tenant
  - Any changes to the amount of rent
  - Any change of ownership of your business
  - If your business is involved in a merger or the acquisition of another business
  - If you are convicted of any criminal offences (other than motoring offences) or have any prosecutions pending for any non-motoring criminal offences
  - If you have been placed into liquidation, receivership, administration or bankruptcy, entered into a voluntary arrangement or deed or received any Court judgments in a personal or a business capacity
  - Any change in your business description
- Take all reasonable steps to avoid and prevent legal proceedings, tax investigations and disputes
- Minimise the cost and effect of any claim by taking all reasonable steps to avoid unnecessary expense
- Follow the Claims conditions of your policy.

If you do not meet your part of the agreement we may:

- Not cover all or part of your claim and we may recover any payments already made
- Increase your premium or change the terms of your policy
- Cancel your policy and treat it as though it did not exist to begin with.