



HomeProtect.co.uk

**Your Landlord Legal Expenses,
Home Emergency and Key Protection Cover**

POLICY BOOKLET



Welcome

Thanks for choosing us to protect your home.

We're different

Customers tell us that it's important to be clear about what they're covered for; so we've been through this booklet to make sure it is written as clearly as possible.

Insurance can be complicated – there is still plenty of detail we need to tell you about – but we make every effort to make sure that you're clear on what you've bought.

What's coming up in this booklet

This booklet is relevant if you're a residential landlord and your schedule highlights that Legal Expenses with and without Rent Guarantee, Home Emergency cover or Key Protection Cover is included within your policy.

If you have this cover, please read this booklet carefully to ensure that the cover we provide is exactly what you need. Certain words, as detailed on pages 3 to 11 have specific meanings. To help you identify these we have capitalised them throughout this booklet.

When you read this booklet in conjunction with the rest of our Policy Documents please make sure that:

- All the details shown in the statement of fact and schedule are correct (let us know immediately if any changes are necessary);
- You have read the conditions relating to the cover options including the general conditions and exclusions;
- You understand the notes on how to make a claim as shown throughout the policy document.

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I hope everything is really clear, if not, our friendly UK based team are on-hand to talk you through it.

Mark Eastham

CEO - HomeProtect

Definitions Applicable to the whole Policy

There are certain words used throughout this booklet and Policy Document that start with a capital letter. These are 'defined terms', words that have a specific meaning. The full list of defined terms, and what they mean can be found below:

Any One Claim

All Claims or legal proceedings consequent upon the same original cause, event or circumstance.

Appointed Representative

A solicitor, firm of solicitors, barrister or any other suitably qualified person appointed to act on Your behalf.

Approved Contractor

A tradesperson authorised in advance by the Insurer to carry out repairs.

Claim(s)

Any claim you make under each Cover Option.

Consequential Loss

Any costs that are directly or indirectly caused by the event which led to a Claim unless specifically stated in this Policy.

Contracting Party

A person, firm or company domiciled within the United Kingdom with whom the Insured has a direct contractual relationship.

Cover

The benefits available to You under this Policy.

Cover Option

An optional section of Cover available under a HomeProtect policy.

Deposit

The sum of money collected from the Tenant and held by You or Your agent in accordance with S213 Housing Act 2004 (and any amendment) in respect of a Tenancy Agreement to which it applies, as an indemnity for losses incurred by You arising from the Tenant failing to perform his/her obligations set out in the Tenancy Agreement.

Emergency

A sudden unexpected event occurring during the Period of Insurance, involving Your Property which, in the Insurer's opinion, exposes the Insured persons to a risk to their health, or necessitates immediate remedial action to render the Property safe or secure, and avoid damage or further damage, or restoration of the Mains Services.

Emergency Repairs

Points 1-6: Work undertaken by an Approved Contractor to resolve the Emergency by completing a temporary repair which will resolve the Emergency but may need to be supplemented by a permanent repair. A permanent repair will be carried out only if it can be undertaken on the first visit and would cost no more than a temporary repair. This condition does not apply to Primary Heating System Cover where the part is not available at the point of call out.

Point 7: Work undertaken by an Approved Contractor in dealing with the professional extermination and/or control of Pests in the event of an Emergency.

Endorsement/Clause(s)

A change in the terms and conditions of this Policy.

Guarantor

The individual or organisation shown in the Tenancy Agreement that has received a Tenant Reference and has provided a financial guarantee of the Tenant's performance of his obligations under the Tenancy Agreement.

Heave

The upward movement of the ground supporting the building.

HMRC Investigations

The investigation which takes place when an officer of HM Revenue & Customs (HMRC) makes a request to examine all the Insured's business books and records and issues a formal notice under S9A or 12AC of the Taxes Management Act 1970 or under Paragraph 24 (1) Schedule 18 Finance Act 1988.

Insurer(s)***Landlord Legal Expenses & Landlord Legal Expenses with Rent Guarantee:***

UK General Insurance Limited on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Motorplus Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

Landlord Home Emergency & Key protection:

Astrenska Insurance Limited

Increased excess

The amount specified in the policy summary the Insured must pay in respect of Legal Expenses in respect of Any One Claim before the Insurer shall be liable to make any payment if the Insured instructs an alternative Appointed Representative to the one chosen by the Insurer.

Insured property

The Property shown in the Schedule and the Tenancy Agreement.

Landslip

Downward movement of sloping ground.

Mains Services

Mains drainage to the boundaries of the Property, water, electricity and gas within the Property and the Primary Heating System or hot water where no alternative exists.

Period of Insurance

As shown on Your Schedule or, if you purchase Cover after the start date of Your buildings and contents Policy, the Period of Insurance starts at the date of purchase of the additional Cover Option and expires when the buildings and contents Policy expires, as shown on Your Schedule.

Pests

Wasps' and/or Hornets' nests, rats, mice.

Policy

The written contract between You and the Insurer, which comprises this booklet, the Statement of Fact, the Schedule and any Endorsements/Clauses, which should be read together. The Policy is based on Your answers to Our questions when You applied for this insurance.

Primary Heating System

The principal central heating and hot water system in the Property including the boiler or warm air unit, programmer, room thermostat, pumps, hot water cylinder, and radiators but excluding any form of solar heating system and any non-domestic central heating boiler or source of heat.

Professional Duty

Obligation of the Insured in respect of which the Insured has or is required to have in force professional indemnity insurance or an equivalent insurance providing indemnity in the event of a negligent act, error or omission.

Professional expenses

Any fees, expenses and other disbursements reasonably incurred by the Appointed Representative with the consent of the Provider in connection with any Claim or proceedings but excluding any tax or VAT, additional tax or VAT, interest or penalties demanded, assessed or required by the relevant authorities or other penalties imposed by a court of criminal jurisdiction.

Provider

Landlord Legal Expenses & Landlord Legal Expenses with Rent Guarantee:

This insurance is arranged by Motorplus Limited trading as Coplus and underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Motorplus Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

Landlord Home Emergency & Key protection:

This insurance is arranged by Motorplus t/a Coplus and is underwritten by Astrenska Insurance Limited, whose registered office is at Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU. This insurance is effected in England and is subject to the Laws of England and Wales.

Astrenska Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 202846. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

Motorplus Limited t/a Coplus is authorised and regulated by the Financial Conduct Authority.

Rent

The monthly amount payable by the Tenant to the Insured as set out in the Tenancy Agreement. Maximum Rent is £2,500 per month.

Schedule

The Schedule is part of this Policy and contains details of what You have chosen, and the Insurers have agreed, to insure.

Statement of fact

A record of the information You provided Us when originally applying for this insurance and subsequently, and which will have been provided to You by Us as evidence of the basis on which Your application has been accepted and this Policy issued.

Subsidence

Downward movement of the ground beneath the buildings other than by settlement.

Tenant reference

Checks carried out before the commencement of the Tenancy Agreement including:

- A credit check obtained from a licenced credit referencing company on a Tenant or Guarantor showing no County Court Judgments in the immediate preceding three years and no outstanding County Court Judgments;
- Copies of two forms of identification, one of which must contain a photograph; and
- A written employer's reference confirming that the Tenant or Guarantor (if applicable) is in current and permanent employment and that their salary is sufficient to pay the Rent after the deduction of normal living costs or alternatively is at least two and half times the monthly Rent, or (where the Tenant is a student or DSS tenant) a credit reference provided by a Tenant Reference company shows a 'Pass' rating for the Tenant.

Territorial limits

The United Kingdom together with the Channel Islands and the Isle of Man.

We / us / our

Avantia Insurance Limited, trading as HomeProtect.

United Kingdom

The United Kingdom will include England, Wales, Scotland and Northern Ireland.

Definitions Applicable to Landlord Legal Expenses

These definitions form part of the main Policy definitions but are specific to Landlord Legal Expenses. Wherever the following words appear they will have the meanings shown below.

Excess

The amount specified in the policy summary the Insured must pay in respect of Legal Expenses in respect of Any One Claim before the Insurer shall be liable to make any payment where the Insured did not obtain a positive personal reference in respect of the Tenant or the Tenant did not pass a credit reference check.

Legal expenses

Checks carried out before the commencement of the Tenancy Agreement including:

- Any professional fees, expenses and other disbursements reasonably incurred by the Appointed Representative with the consent of the Insurer; and
- Any costs incurred by other parties insofar as the insured is held liable in court or tribunal proceedings to pay such costs or becomes liable to pay such costs under a settlement made with another party with the consent of the insurer but excluding any costs which the Insured may be ordered to pay by a court of criminal jurisdiction or in adjudication proceedings other than the cost of the adjudicator.

Limit(s) of indemnity

The maximum liability of the Insurer under this Policy is limited to the amounts specified below:

- Any One Claim: £100,000
- All Claims notified during the Period of Insurance: £500,000

Property

Land and/or buildings owned by the Insured, which are used solely for domestic residential purposes, and which are declared on the Schedule.

Tenancy agreement

An agreement to use property which amounts to a property right.

Tenant

A private individual, company, firm, partnership or trading individual who has entered into a Tenancy Agreement with the Insured and who occupies the Insured's Property.

You/Your/Insured

The company, firm, partnership, association, individual or any other entity that has paid the appropriate premium, which owns the Property declared on the Schedule. This shall include, at the Insured's request, any employee including a director or partner of the Insured.

Definitions Applicable to Landlord Legal Expenses with Rent Guarantee

These definitions form part of the main Policy definitions but are specific to Landlord Legal Expenses with Rent Guarantee. Wherever the following words appear they will have the meanings shown below.

Excess

The amount specified in the policy summary which the Insured must pay in respect of Legal Expenses and/or Professional Expenses and/or Rent in respect of Any One Claim before the Insurer shall be liable to make any payment.

Legal Expenses

▪ **a) Fees**

Any professional fees, expenses and other disbursements reasonably incurred by the Appointed Representative with the consent of the Provider; and any costs incurred by other parties insofar as the Insured is held liable in court or tribunal proceedings to pay such costs or becomes liable to pay such costs under a settlement made with another party with the consent of the Provider but excluding any costs which the Insured may be ordered to pay by a court of criminal jurisdiction.

▪ **b) Witness Attendance Allowance**

The amount of money per day the Insured is liable to pay an employee each day they are required by the Appointed Representative to attend as a witness at a court or tribunal hearing. Indemnity limited to £100 per day and a maximum of £1,000 in any one attendance.

Limit(s) of Indemnity

The maximum liability of the Insurer under B1 of this Policy is limited to the amounts specified below:

- Any One Claim: £100,000
 - The aggregate of all claims notified during the period of insurance: £1,000,000

The maximum amounts payable under Section B2 of this policy is limited to the amount specified below:

- **B2.A:** up to £50,000 of advisers' costs per claim
- **B2.B:** the monthly rent shown in the tenancy agreement up to a maximum of £2,500 per month. The maximum rent payable per claim is £25,000 or the equivalent of 12 months' rent, whichever is the lesser amount.

Property

Land and/or buildings and/or contents within the United Kingdom owned or occupied by the Insured or for which the Insured is otherwise legally responsible.

Tenancy agreement

An agreement between the Insured and the Tenant in relation to the Property which is:

- An Assured Shorthold Tenancy Agreement as defined within the Housing Act 1988 (as amended); or
- A Company Residential Tenancy (company let) created after 28th February 1997 where the Tenant is a Private Limited Company (Ltd) or Public Limited Company (Plc) and the Property is let purely for residential purposes to an employee of the Tenant; or
- A written common law residential tenancy agreement created after 28th February 1997 between individuals where the Rent is in excess of £25,000 per annum.

Provided that:

- The initial Tenancy Agreement must be for a fixed term of no more than 12 months;
- The Property must be entirely residential and remain solely for residential use;
- The Tenant must be aged 18 years or over;
- The Insured or his agent must not allow the Tenant into possession of the Property until:
 - The Tenancy Agreement has been signed by all parties; and
 - A Tenant Reference has been obtained before the start of the Tenancy Agreement; and
 - All necessary statutory pre-grant notices to the Tenant have been issued; and
 - The first month's Rent and the Deposit have been received in cash or cleared funds; and
- During the Tenancy Agreement the Insured or his agent must:
 - Keep full and up to date rental records; and
 - Not allow the Tenancy Agreement to be transferred to any other individual or organisation.

Tenant

The occupier of the Property named in the Tenancy Agreement as the Tenant who has received a Tenant Reference (or has a Guarantor).

You / Your / Insured

The residential management company or Property owner specified in the Schedule.

Definitions Applicable to Landlord Home Emergency

These definitions form part of the main Policy definitions but are specific to Landlord Home Emergency. Wherever the following words appear they will have the meanings shown below.

Limit(s) of indemnity

The maximum amount the Insurer will pay in respect of Emergency Repairs to resolve the Emergency, comprising call-out, labour, parts and / or materials:

Points 1 to 7: £500 (including VAT) per Claim

Point 8: £100 (including VAT) per Claim

Property

The property, together with garage(s) and outbuildings, all used only for Your domestic purposes, and situated within the United Kingdom at the address shown on the Schedule.

Tenant

The person(s) to whom You are letting the Property under the Tenancy Agreement. By taking this Policy You are agreeing to allow the Tenant(s) to Claim directly in the event of a home Emergency.

You / Your / Insured

The owner, Tenant and members of their family residing in the Property.

Definitions Applicable to Key Protection Cover

These definitions form part of the main Policy definitions but are specific to Key Protection Cover. Wherever the following words appear they will have the meanings shown below.

Fob

The numbered tag issued to the Policyholder by the Provider which the Provider has registered in the Policyholder's name.

Insured Event

The loss or theft of, or damage to, any Insured Key.

Insured Key

Any key which is attached to the Fob.

Limit of Indemnity

£1,500 being the maximum amount payable in aggregate in each Period of Insurance.

Policyholder

The person in whose name the Provider has registered the Fob.

Provider

This insurance is arranged by Motorplus t/a Coplus and is underwritten by Astrenska Insurance Limited, whose registered office is at Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU. This insurance is effected in England and is subject to the Laws of England and Wales.

Astrenska Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial services register number 202846. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

Motorplus Limited t/a Coplus is authorised and regulated by the Financial Conduct Authority

Territorial Limits

The United Kingdom

You / Your

The Policyholder and any immediate member of their family residing at the same address as the Policyholder during the Period of Insurance.

Getting Started: Important information applicable to the whole Policy

Your Cover begins on the start date and continues for a period of 12 months unless You purchase this Policy during the term of Your buildings and/or contents insurance with Us, in which case this Cover begins on the date You purchase this Policy and ends on the same date as the buildings and/or contents Policy expires.

Cooling off Period

You are entitled to cancel this insurance by contacting Us within 14 days of either:

- The date You receive Your Policy documentation; or
- The start of the Period of Insurance whichever is the later.

Your premium will be refunded provided You have not made a Claim, but We retain the right to charge a fee to cover Our expenses. If We have charged You an administration fee to arrange this insurance, it is non-refundable and will be deducted from any amount due to You as a refund. Please see the document entitled: "Important Information About Our Insurance Services" for details of all fees that apply.

Your right to cancel the policy

If this Cover does not meet Your requirements, please return all Your documents within 14 days of receipt. We will return any premium paid, less a cancellation fee, providing no Claims have been made during that time. Please see the document entitled: "Important Information About Our Insurance Services" for details of the cancellation fee. For cancellation after 14 days, please see the relevant section in the policy document for cancellation terms.

Cancellation and Fees

- We or the Insurer(s) can cancel the insurance by giving You 30 days' written notice by recorded delivery at Your last known address. Any return premium due to You will depend on how long this insurance has been in force and whether You have made a Claim.
- Outside the cooling off period, You can also cancel this insurance at any time by contacting Us. However, there will be no return premium due to You. Details of any non-refundable cancellation or administration fees are contained in the document entitled: "Important Information About Our Insurance Services".
- If We are unable to collect Policy fees, charges, or premiums that are due to us under the terms of Your Policy, We reserve the right to forward Your account to a debt collection company for their assistance. You would then be required to pay all further charges incurred in relation to collection of the debt, in addition to the original sum owed.
- If any party to this insurance cancels all Cover under sections 1 to 6 of the main HomeProtect home insurance Policy at any time during the Period of Insurance, We will automatically cancel all of the additional Cover Options You purchased and that appear on Your latest Schedule.
- If You make a Claim which is in any way dishonest, the Policy shall become void. If We or the Insurer pay any benefit and later discover that Your Claim was dishonest, We or the Insurer will take steps to get the money back.
- If the Insurer cancels the policy and/or any additional covers You will receive a refund of any premiums you have paid for the cancelled cover, less a proportionate deduction for the time the Insurer has provided cover.

Where the Insurer's investigations provide evidence of fraud or misrepresentation, the Insurer may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date

when You provided Us with incomplete or inaccurate information. This may result in Your policy being cancelled from the date You originally took it out and the Insurer will be entitled to keep the premium.

If Your policy is cancelled because of fraud or misrepresentation, this may affect Your eligibility for insurance with the Insurer, as well as other insurers, in the future.

Complaints

Our aim is to ensure that all aspects of Your insurance are dealt with promptly, efficiently and fairly. At all times We are committed to providing You with the highest standard of service.

If You are unhappy with the service provided for any reason or have cause for complaint, please follow the instructions below:

All complaints to:

Quality Assurance Team,
Coplus,
Floor 2,
Norfolk Tower,
48-52 Surrey Street,
Norwich
NR1 3PA

Please ensure Your HomeProtect policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, You have the right to make an appeal to the Financial Ombudsman Service.

You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
Exchange Tower,
London,
E14 9SR

Tel: 0800 023 4567 or 0300 123 9123

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

Website: www.financial-ombudsman.org.uk

The above complaints procedure is in addition to Your statutory rights as a consumer. For further information about Your statutory rights contact Your local authority Trading Standards Service or Citizens Advice Bureau.

The Financial Services Compensation Scheme

If We or the Insurers cannot meet Our obligations You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). If You were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Most insurance contracts are covered for 90% of the Claim with no upper limit. Further information is available from the Financial Services Compensation Scheme (P O Box 300, Mitcheldean, GL17 1DY) and on their website: <http://www.fscs.org.uk>.

Landlord Home Emergency & Key protection only: Sanctions

We shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose us to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where we transact business.

Law & Jurisdiction applicable to the insurance

The parties are free to choose the law applicable to this insurance Policy. Unless specifically agreed to the contrary this insurance shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

Notice

Insurers and their agents share information with each other to prevent fraudulent claims and to assess whether to offer insurance (including the terms) via the Claims and Underwriting Exchange Register, operated by Insurance Database Services Limited. A list of the subscribers is available upon request or You can visit www.cueuk.org for further information. In dealing with Your application, this register may be searched and in the event of a Claim, the information You have supplied together with other information relating to the Claim may be put on the register and made available to subscribers.

Data Protection

We may use Your personal information to manage insurance policies, handle claims and to provide Our services to You. We only use Your personal information where it is necessary to do so, for example, to fulfil Our contractual obligations, to comply with Our legal obligations, or where it is necessary for Our legitimate interest(s). Where We use Your personal information, We will do so in accordance with applicable Data Protection legislation.

We may share Your personal information with third party service providers and agents. If We need to share Your personal information outside the European Economic Area, We take steps to ensure that equivalent protections are in place.

To find out more information on how We use Your personal information, please refer to the HomeProtect Privacy Policy:

<https://www.homeprotect.co.uk/security-privacy>.

Further information about how We use Your personal information can be found on the Information Commissioner's Office register – our registration number is: Z7831579.

The policy document is arranged by Cover Option. It is important that:

- You are clear which Cover Option You have requested and want to be included as the insurance relates ONLY to those Cover Options which are shown in the Schedule as being included;
- You understand what each Cover Option provides and does not provide;
- You understand Your own duties under each Cover Option and under the insurance as a whole

Landlord Legal Expenses

What is covered

The **Insurer** agrees to indemnify the **Insured** against **Legal Expenses** incurred in relation to:

- Property legal disputes
(Section A1)
- Rent recover
(Section A2)
- Attendance expenses
(Section A3)

Property legal disputes: The Insurer agrees to indemnify the Insured against Legal Expenses incurred in any dispute or legal proceedings made by or brought against the Insured in respect of:

- The physical possession of the Property provided that where the appropriate all statutory and contractual notices have been correctly served by the Insured on the Tenant;
- Actual or alleged dilapidations to the Property subject to the amount in dispute being in excess of £1000 and any Legal Expenses being limited to 75% of the amount in dispute;
- Actual or alleged nuisance emanating from the Property;
- The non-payment of service charges due by a Tenant provided that the amount in dispute is in excess of £1,000 and any Legal Expenses being limited to 75% of the amount in dispute;
- The letting of Property owned by the Insured provided that the amount in dispute is more than £1,000 and the letting is in compliance with the provisions of the Housing Acts;
- A Tenant's or other third party's alleged or actual negligent act or omission, nuisance, trespass or criminal damage relating to the Property which causes or could cause physical damage or pecuniary loss provided that no contract exists between the insured and the third party other than a Tenancy Agreement or for the repair, renovation, reinstatement or redecoration of the Property;
- The alleged or actual infringement of the legal rights of:
 - The Insured; or
 - A Tenant or other third party by the Insured arising out of or relating to the rightful occupation or ownership of the Property by the Insured; and
- Any contract entered into by the Insured for the sale or purchase of the Property excluding any dispute that the Insured may personally have arising from or relating to the breakdown of a marriage, civil partnership or quasi-marital relationship

Rent recover: The Insurer agrees to indemnify the Insured against Legal Expenses incurred in the recovery of an undisputed debt for Rent unpaid by a Tenant provided that:

- The amount in dispute exceeds £1,000;
- All Rent debt recovery cases are notified to the Insurer within 45 days of the due date of the unpaid Rent payment, which causes the total amount of unpaid Rent to exceed the £1,000 minimum amount in dispute;
- All of the Insured's normal credit control procedures have been exhausted;
- The Insurer selects the most appropriate means of recovery; and
- No more than two separate Rent debt recoveries will be pursued for any one Tenant in any one Period of Insurance.

Attendance expenses: The Insurer agrees to indemnify the Insured against the actual loss of salary or wages by the Insured or any of the Insured's directors, partners or employees or the Insured's

letting managing agent, for up to £100 per person per day to a maximum of £1,000 for Any One Claim, for the time off work to attend any court or tribunal hearing as a:

- Witness for the Insured at the request of the Appointed Representative; or
- Defendant in legal proceedings for which the Insurer has accepted the Claim provided in either case that such salary or wages are not recoverable from the relevant court or tribunal.

In respect of all sections of Cover (A1, A2 and A3) the Insurer agrees only to indemnify the Insured provided that the Insured will suffer financial loss if the Insured fails to pursue or defend the Claim or legal proceedings.

What is not covered

The Insurer will not pay for:

- Any One Claim over £100,000
- More than £500,000 in any one Period of Insurance for all Claims notified

Any Claim relating to:

- Any dispute arising during the first 90 days of the first Period of Insurance, unless it can be evidenced that the Insured previously held comparable Legal Expenses cover with another insurer immediately prior to inception of this Policy (for the avoidance of doubt, this clause B1 does not apply for the initial periods immediately following subsequent renewal of this Policy);
- The pursuing or defending of the payment or non-payment of any tax;
- A dispute relating to Rent, tax planning or building regulations or decisions or compulsory purchase orders or any actual, planned or proposed works by or under the order of any government or public or local authority;
- Any dispute arising from the negotiation, review or renewal of a Tenancy Agreement or the subsequent purchase of the Property whether or not such purchase is completed;
- Any actual or alleged harassment of a Tenant or the Insured;
- Any dispute where the Insured has failed to maintain in full force and effect during the Tenancy Agreement buildings' insurance covering the standard range of perils;
- A dispute over Subsidence, Landslip or Heave howsoever caused;
- A contract dispute other than where the contract is a Tenancy Agreement;
- Any planning application review or decision;
- The defence of the Insured in civil legal proceedings arising from:
 - Injury or disease;
 - Loss, destruction or damage of or to Property (other than as specified in 'What is Covered');
 - The alleged breach of any Professional Duty; or
 - Any tortious liability (other than as specified in "What is Covered")
- Any Claim made, brought or commenced outside the Territorial Limits;
- Legal Expenses incurred without the prior written consent of the Insurer;
- Any Claim relating to or arising from any cause, event or circumstance occurring prior to or existing at inception of this Policy and which has or which the Insured knew or ought reasonably to have known may give rise to a dispute by or against the Insured;
- Fines or other penalties imposed by a court or tribunal;

- Any Claim or legal proceedings in respect of which the Insured is, or but for the existence of this Policy would be, entitled to indemnity under any insurance policy whether a Legal Expenses insurance or not or under a legal aid certificate or representation order;
- Any Claim arising out of the deliberate, conscious, intentional or negligent disregard by the Insured of the need to take all reasonable steps to avoid and prevent Claims, legal proceedings or disputes;
- Any dispute with Government or Local Authority departments concerning the imposition of statutory charges;
- Disputes between the Insured and any parent or subsidiary company or partner;
- Any dispute between the Insured and the Insurer, the Appointed Representative or their insurance broker or mortgage lender;
- Any Claim arising out of breach or alleged breach of confidentiality or passing off whether related to intellectual property or not or the use or alleged use of any intellectual property;
- Any Claim arising out of or in connection with defamation or alleged defamation of or by the Insured;
- Judicial review;
- Appeals arising out of legal proceedings in respect of which no insurers' consent has been granted;
- Any Claim, Consequential Loss, legal liability or any loss or damage to Property directly or indirectly caused by or contributed to by seepage, pollution or contamination of
- any kind;
- Any Legal Expenses which the Insured should or would have had to incur irrespective of any dispute;
- Any direct or indirect consequence of:
 - Irradiation, or contamination by nuclear material; or
 - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter
- Any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following (including any action taken in controlling, preventing, suppressing or in any way relating to) regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
 - any act of terrorism

For the purposes of this exclusion an act of terrorism means an act including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

Additional conditions applicable to Landlord Legal Expenses

Conditions of this cover

You will be charged for a minimum of 12 months' Cover regardless of when You decide to start or cancel the landlords legal expenses Cover (i.e. there is no pro rata amount payable if You decide to start, and no pro rata refund if You decide to cancel, Your Policy mid-term). Please note that Your statutory cancellation rights remain unaffected by this condition.

Policy excess

- No excess applies if the Appointed Representative is selected to handle a Claim where the Insured has obtained a positive personal reference in respect of the Tenant or the Tenant has passed a credit reference check.
- £200 if the Appointed Representative is selected to handle a Claim where the Insured has not obtained a positive personal reference in respect of the Tenant or the Tenant has not passed a credit reference check.

Landlord Legal Expenses with Rent Guarantee

What is covered

The Insurer will only indemnify the Insured subject to the Limits of Indemnity for Claims where the dispute, legal proceedings or HMRC Investigation occurs within the Period of Insurance and within the United Kingdom and the Claim is notified within the Period of Insurance for:

- | | | |
|--|--|---|
| <ul style="list-style-type: none"> ▪ Property disputes
(Section B1) | <ul style="list-style-type: none"> ▪ Health and safety prosecutions
(Section B3) | <ul style="list-style-type: none"> ▪ Eviction
(Section C1) |
| <ul style="list-style-type: none"> ▪ Repair and renovation disputes
(Section B2) | <ul style="list-style-type: none"> ▪ Tax protection
(Section B4) | <ul style="list-style-type: none"> ▪ Rent protection
(Section C2) |

Property disputes: The Insurer agrees to indemnify the Insured against legal expenses incurred in any dispute or Legal Proceedings made by or brought against the Insured:

- Over the physical possession of the Property provided that where appropriate all statutory and contractual notices have been correctly served by the Insured on the Tenant;
- Over the terms of the Tenancy Agreement relating to the use or maintenance of the Property;
- Other than with a Tenant over damage to the Property caused by actual or alleged negligence or nuisance, subject to the amount in dispute being in excess of £1,000 and any Legal Expenses being limited to 75% of the amount in dispute;
- Over actual or alleged dilapidations to the Property subject to the amount in dispute being in excess of £1,000 and any Legal Expenses being limited to 75% of the amount in dispute;
- Over actual or alleged nuisance emanating from the Property; and
- Under the Commonhold and Leasehold Reform Act 2002 or as amended; provided that the insured will suffer financial loss if the Insured fails to pursue or defend the Claim or legal proceedings.

Repair and renovation disputes: The Insurer agrees to indemnify the Insured against Legal Expenses incurred in the pursuit or defence of any dispute or legal proceedings made by or brought against the insured in a contractual dispute with a contracting party over the repair or renovation of the property provided that:

- The Legal Expenses incurred in any Claim or legal proceedings shall be limited to 75% of the sum in dispute;
- The amount in dispute exceeds £1,000 and the contract value is less than £100,000; and
- The work is commenced within the Period of Insurance.

Health and safety prosecutions: The Insurer agrees to indemnify the Insured against Legal Expenses incurred in:

- Defending a prosecution against the Insured brought under the Health and Safety at Work Act 1974 in a court of criminal jurisdiction;
- An appeal by the Insured against the service of an Improvement or Prohibition Notice under the Health and Safety at Work Act 1974 provided that the breach or alleged breach of the Health and Safety at Work Act or the Improvement or Prohibition Notice relates to the Property.

Tax protection: The Insurer agrees to indemnify the Insured against Professional Expenses incurred in respect of representation of the Insured in an HMRC Investigation including representation at an HMRC tribunal or commissioners' hearing and at an appeal against a

decision following such a hearing or tribunal.

Eviction: The Insurer agrees to indemnify the Insured against Legal Expenses incurred in evicting the Tenant from the Property for either non-payment of Rent or at the expiry of the Tenancy Agreement provided that:

- Where the eviction is for Rent arrears the arrears are greater than £250;
- All statutory and contractual notices comply with the relevant legislation, regulations and/or contractual requirements and have been served on the Tenant;
- If Rent is overdue the Tenant and any Guarantor must be contacted within seven days to establish the reason for the arrears. If the rent is not paid within a further seven days the Tenant and any Guarantor must be contacted again. If the Tenant cannot be contacted, and it is lawful to do so, the Insured or his agent must serve notice of a requirement to undertake an inspection in accordance with the Insured's obligations within the Tenancy Agreement and visit the Property. The Insured or his agent should seek legal advice if he is unsure that such an inspection is lawful; and
- Where a Tenant is in arrears of Rent for an amount equal to at least one month's Rent, the Insured or his agent must issue a formal written notice to the Tenant in accordance with the terms of the Tenancy Agreement informing the Tenant that possession is being sought under the Housing Act 1988 Section 21. This notice must be issued to the Tenant and must be effective at least five days before the third month's consecutive Rent default.

Rent Protection: The Insurer agrees to indemnify the Insured against Rent arrears due from the Tenant under the Tenancy Agreement where the Insured has notified and is pursuing a Claim under Section C1 of this Policy provided that:

- A full month's Rent must be in arrears after deduction of the excess (if the Deposit is more than the excess, the Cover under this Policy will pay Rent arrears after deduction of the balance of the Deposit);
- Rent is only payable during the Period of Insurance or until vacant possession has been gained;
- If the Tenant opts to Claim Housing Benefit after a Claim is initiated, Rent will not be paid until the outcome of the Housing Benefit Claim is known. If the Tenant's Housing Benefit Claim is rejected Rent will be paid under this Policy backdated to the date that the Insured first notified the Claim. There is no Cover under this Policy for any shortfall between the amount paid to the Tenant as Housing Benefit and the Rent.

What is not covered

The Insurer shall not be liable to indemnify the Insured hereunder in respect of a Claim arising out of or in connection with;

- Pursuing or defending Claims relating to the payment or non-payment of any tax, Rent and/or mesne profits or service charge or any review of Rent or service charge;
- A dispute relating to Rent, tax planning or building regulations or decisions or compulsory purchase orders or any actual, planned or proposed works by or under the order of any government or public or local authority;
- Any dispute arising from the negotiation, review or renewal of a Tenancy Agreement or the subsequent purchase of the Property whether or not such purchase is completed;
- Any actual or alleged harassment of a Tenant or the Insured;

- Any dispute where the Insured has failed to maintain in full force and effect during the Tenancy Agreement buildings' insurance covering the standard range of perils;
- A dispute over Subsidence, Landslip or Heave howsoever caused;
- A contract dispute other than where the contract is a Tenancy Agreement;
- Any planning application review or decision

The Insurer shall not be liable to indemnify the Insured hereunder in respect of Claims arising out of:

- Breach or alleged breach of the duty of a professional;
- Contracts that provide or arrange credit, insurance, securities or guarantees;
- Contracts where the liability or right of recovery of the Insured is incurred through their agent or by assignment;
- Contracts governed by or alleged to be governed by the Consumer Credit Act 1974;
- Contracts of employment;
- A Tenancy Agreement or contracts for use of the Property.

The Insurer shall not be liable to indemnify the Insured hereunder in respect of Claims arising out of or in connection with:

- Any prosecution relating to or arising from investigations by HMRC;
- Any prosecution for offences against the person or offences of a sexual nature;
- Any prosecution for criminal damage;
- Any prosecution alleging dishonesty.

The Insurer shall not be liable to indemnify the Insured hereunder in respect of:

- Technical or routine treatment of matters not connected with nor arising out of an expression of dissatisfaction with the Insured's affairs such as a routine PAYE or VAT inspection by HMRC;
- Any criminal prosecution;
- Taxation proceedings which arise out of negligent misstatements or omissions made by or on behalf of the Insured in respect of returns or accounts or where there has been a lack of reasonable care in the keeping of business books and records;
- Any HMRC Investigation or proceedings which result solely from investigation of earlier accounts or records;
- Taxes, fines, interest or any other duties or penalties imposed upon the Insured by any Revenue authority or court or tribunal;
- Any Claim made where the tax return is submitted outside the statutory time limits and/or in a penalty position;
- The preparation and/or correction of Self Assessment Returns, accounts, Income Tax Returns, P11Ds, P35s, VAT returns or any other statutory returns;
- Any investigation undertaken by any of the Special Civil Investigations or Criminal Investigations office of HMRC or where notice 730 or Code of Practice 8 or 9 Notice has been issued by HMRC;
- An enquiry in to the validity of a Claim for Working Families Tax Credit or a dispute concerning the payment of the Working Families Tax Credit by an Employer;
- Any dispute in connection with the payment of the National Minimum Wage;
- A dispute or enquiry in respect of IR35 legislation;
- Any Claim made where a Return submitted at the final filing date contains provisional figures in respect of all of the trading income and expenditure items;
- An investigation arising out of the voluntary disclosure made to the HMRC in respect of omitted tax liabilities which become due as a result of the Insured's deliberate act;

- An investigation by HMRC into a tax planning arrangement where the Anti-Avoidance Intelligence Unit of HMRC has allocated a number for inclusion on the relevant Self Assessment Return.

The Insurer shall not be liable to indemnify the Insured hereunder in respect of any Claim:

- Arising from or connected to pursuit of the Tenant or the Guarantor for Rent arrears and/or mesne profits and/or dilapidations once vacant possession of the Property has been achieved;
- Arising from or connected to the Insured's performance of his obligations under the Tenancy Agreement;
- Relating to the payment or non-payment of service charges as defined within the Landlord and Tenant Act 1985 (as amended).

The Insurer shall not be liable to indemnify the Insured hereunder in respect of any Claim:

- Which is not notified to the Provider within 60 days of Rent first being in arrears;
- Where a Tenant required a Guarantor to obtain a Tenant Reference and the Guarantor was not correctly assigned to the Tenancy Agreement.

Additional exclusions applicable to Landlord Legal Expenses with Rent Guarantee

The Insurer shall not be liable to indemnify the Insured hereunder in respect of any Claim arising out of or in connection with:

- Any dispute arising during the first 90 days of the first Period of Insurance, or during the first 30 days of the first Period of Insurance in respect of HMRC investigation Claims, unless it can be evidenced that the Insured previously held comparable Legal Expenses cover with another insurer immediately prior to inception of this Policy (for the avoidance of doubt, this exclusion does not apply for the initial periods immediately following subsequent renewal of this Policy);
- The defence of the Insured in civil legal proceedings arising from:
 - Injury or disease;
 - Loss, destruction or damage of or to property (other than as specified in 'What is Covered');
 - The alleged breach of any Professional Duty; or
 - Any tortious liability (other than as specified in 'What is Covered');
- Any Claim made, brought or commenced outside the Territorial Limits;
- Any dispute falling within the jurisdiction of the Rent Assessment Committee, the Lands' Tribunal or the Leasehold Valuation Tribunal.
- Any Claim where the Insured or his agent are in breach of Section 213 of the Housing Act 2004 (and any amending legislation) in relation to the Deposit;
- Any dispute or legal proceedings arising out of breach or alleged breach of confidentiality or passing off whether related to intellectual property or not or the use or alleged use of any intellectual property.
- Legal Expenses incurred without the prior written consent of the Insurer;
- Any Claim relating to or arising from any cause, event or circumstance occurring prior to or existing at inception of this Policy and which has or which the Insured knew or ought reasonably to have known may give rise to a dispute, legal proceedings or HMRC Investigations by or against the Insured;
- Fines or other penalties imposed by a court or tribunal;
- Any Claim or legal proceedings or HMRC Investigations in respect of which the Insured is, or but for the existence of this Policy would be, entitled to indemnity under any insurance policy whether a legal expenses insurance or not or under a legal aid certificate or representation order;
- Any Claim arising out of the deliberate, conscious, intentional or negligent disregard by the Insured of the need to take all reasonable steps to avoid and prevent Claims, disputes, legal proceedings or HMRC Investigations;

- Any dispute with Government or Local Authority departments concerning the imposition of statutory charges;
- Disputes between the Insured and any parent or subsidiary company or partner;
- Any dispute between the Insured and the Insurer, the Appointed Representative or their insurance broker or mortgage lender;
- Any Claim arising out of breach or alleged breach of confidentiality or passing off whether related to intellectual property or not or the use or alleged use of any intellectual property;
- Any Claim arising out of or in connection with defamation or alleged defamation of or by the Insured;

- Judicial review;
- Appeals arising out of legal proceedings in respect of which no Insurers' consent has been granted;
- Any Claim, Consequential Loss, legal liability or any loss or damage to property directly or indirectly caused by or contributed to by seepage, pollution or contamination of any kind;
- Any Legal Expenses or Professional Expenses which the Insured should or would have had to incur irrespective of any dispute;
- Any direct or indirect consequence of:
 - Irradiation, or contamination by nuclear material; or
 - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter
- Any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following (including any action taken in controlling, preventing, suppressing or in any way relating to) regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
 - Any act of terrorism.

For the purposes of this exclusion an act of terrorism means an act including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

Additional conditions applicable to Landlord Legal Expenses with Rent Guarantee

Recovery of costs

Whenever the Insured is awarded costs or under the terms of any settlement where costs are included, those costs are to be repaid to the Insurer. The Insured and their Appointed Representative must make every effort to make a full recovery of costs.

Where a settlement purports to be a global or a without costs settlement or where costs are awarded but not recovered, the Insured agrees that a fair and reasonable proportion of that settlement will be deemed costs and due to the Insurer. Where such a settlement is paid in instalments all costs to the Insurer shall be paid first.

Appeal procedure

If, following legal proceedings to which the Provider has consented, the Insured wishes to appeal against the judgment or decision of a court or tribunal, the grounds for such appeal must be submitted to the Provider through the Appointed Representative immediately or as soon as practicable so that the Provider may consider whether to consent to such further action. If an appeal is lodged against a judgment or decision of a court or tribunal made in favour of the Insured following Legal Proceedings to which the Provider has consented, the Insured must notify the Provider immediately in order that Cover shall continue. The Provider will inform the Appointed Representative of its decision. If the Provider requires, the Insured must co-operate in an appeal against the judgment or decision of a court or tribunal.

Duty to minimise

The Insured must take all reasonable precautions to avoid and prevent Claims, HMRC Investigations, legal proceedings and disputes. The Insured must use every endeavour and take all reasonable measures to minimise the cost and effect of any Claim.

Fraudulent claims

You must not act in a fraudulent way. If You or anyone acting for You:

- Fails to reveal or hides a fact likely to influence whether We accept Your proposal, Your renewal, or any adjustment to your policy;
- Fails to reveal or hides a fact likely to influence the cover We provide;
- Makes a statement to Us or anyone acting on Our behalf, knowing the statement to be false;
- Sends us or anyone acting on our behalf a document, knowing the document to be forged or false;
- Makes a Claim under the policy, knowing the Claim to be false or fraudulent in any way; or
- Makes a Claim for any loss or damage You caused deliberately or with Your knowledge.

If Your Claim is in any way dishonest or exaggerated then We will not pay any benefit under this policy or return any premium to You and We may cancel Your policy immediately and backdate the cancellation to the date of the fraudulent Claim. We may also take legal action against You and inform the appropriate authorities.

Insolvency or liquidation of the insured

If the Insured becomes insolvent or is placed in liquidation, receivership, administration or bankruptcy or enters into a voluntary arrangement or deed of arrangement or if any application is made to the court or meeting convened for any such purpose, the Insurer has the right to immediately cease to provide indemnity for Legal Expenses or Professional Expenses notwithstanding any previous consent the Provider may have granted.

Value Added Tax

If the Insured is registered for VAT, the Insurer will not pay the VAT element of any Legal Expenses or Professional Expenses.

Governing Law

The parties are free to choose the law applicable to this Policy. Unless specifically agreed to the contrary this insurance shall be subject to the laws of England and Wales.

Policy excess

Legal expenses:

- £250 for Any One Claim where an Appointed Representative is instructed.

Rental protection:

- Eviction – no excess for Any One Claim where an Appointed Representative is instructed.
- Rent protection - £500 or one month's Rent, whichever is the greater, for Any One Claim.

Conditions of this cover

- The Insurer will only agree to Cover Your claim if you have correctly issued and served the appropriate statutory and contractual notices on the tenant:
 - Section 8 Housing Act 1988– Possession Notice
 - Section 21 Housing Act 1988 – Notice to Quit

If you need assistance with this process please call the Advice line on 0333 043 4635, quoting your HomeProtect policy reference.

You will be charged for a minimum of 12 months' Cover regardless of when You decide to start or cancel the landlords premier legal expenses with rent guarantee Cover (i.e. there is no pro rata amount payable if You decide to start, and no pro rata refund if You decide to cancel, Your Policy mid-term). Please note that Your statutory cancellation rights remain unaffected by this condition.

Significant exclusions

- Any dispute arising during the first 90 days of Cover (30 days in respect of HMRC Investigations).
- Civil defence in respect of injury, disease, property damage (except under section B1), alleged breach of Professional Duty or any tortious liability (except under section B1).
- Disputes falling under the remit of the Rent Assessment Committee, Lands' Tribunal or LVT.
- Any dispute whilst You are in breach of s213 Housing Act 2004 in relation to a Deposit.
- Defamation.
- Judicial Review.
- Seepage, pollution or contamination.

Limit of indemnity

The maximum liability of the Insurer under section B1 of this Policy is limited to the following amounts:

- £100,000 Any One Claim
- £1,000,000 in the aggregate all Claims notified during the Period of Insurance.

The maximum amounts payable under section B2 of this Policy is limited to the following amounts:

- Up to £50,000 of advisers' costs per Claim

The maximum amounts payable under section C2 of this Policy is limited to the following amounts:

- The monthly Rent shown in the Tenancy Agreement up to a maximum of £2,500 per month. The maximum Rent payable per Claim is £25,000 or the equivalent of 12 months' Rent, whichever is the lesser amount.

Additional conditions applicable to Landlord Legal Expenses & Landlord Legal Expenses with Rent Guarantee

Contract of insurance

This is a contract of insurance between the Insured and UK General Insurance Limited, who is an insurers' agent and in the matters of a claim, act on behalf of Great Lakes Insurance SE. The insurance provided covers Legal Expenses, subject to the terms, Limits of Indemnity, exclusions and conditions contained herein in respect of an insured event which occurs within the Territorial Limits and during the Period of Insurance and which is notified to the Insurer during the Period of Insurance for which the Insured has paid or agreed to pay the premium.

Telephone advice lines

Advice can be provided on a wide range of areas of legal and associated tax matters, including employment and health and safety issues. The advice is provided by qualified consultants and is confidential and impartial. In the interests of monitoring the quality of legal advice given, conversations may be recorded. If You are driving when using the legal advice line please make sure it is safe and legal to do so.

The advice line is not empowered to give advice on the admissibility of any Claim under the Policy. If You wish to make a Claim or have a query about the Cover provided by this Policy, You must contact the claims department.

To help the Provider monitor service standards, telephone calls may be recorded. When phoning, please tell the Provider that You are a customer of the HomeProtect residential landlord scheme. Please do not phone the advice line to report a general insurance claim.

The Insurer will not accept responsibility if the advice line services are unavailable for reasons they cannot control.

To contact the Advice Line, phone 0333 043 4635, quoting your HomeProtect policy reference.

General conditions

1. Arbitration

Any dispute between the Insured and the Insurer shall be referred to a single arbitrator who shall be either a solicitor or barrister agreed upon by both parties or failing agreement one who is nominated by the President of the appropriate Law Society or by the Bar Council or appropriate professional body within the United Kingdom. The apportionment of the costs of the arbitration shall be determined by the arbitrator.

2. Alteration of Risk

The Insured must notify Us immediately in writing of any alteration in risk that materially affects this insurance.

3. Due Observance

The Insured must act with due diligence and at all times act and comply with all the terms, conditions and provisos under this Policy. The Insured must take all reasonable precautions to avoid and prevent Claims, legal proceedings and disputes.

4. Acts of Parliament

All Acts of Parliament referred to in this Policy shall include any subsequent amendments, re-enactments or regulations and equivalent legislation enforceable within the Territorial Limits.

Special conditions

In relation to property legal disputes & rent recovery claims (covered as part of landlords legal expenses) and eviction & rent protection claims (covered as part of premier landlords legal expenses with rent guarantee), the Insurer will only agree to cover Your Claim if You have correctly issued and served the appropriate statutory and contractual notices on the Tenant:

- Section 8 Housing Act 1988– Possession Notice
- Section 21 Housing Act 1988 – Notice to Quit

If You need assistance with this process please call the Advice line.

This is a “claims made” insurance. This insurance only covers Claims both arising and notified to the Provider during the Period of Insurance. The Insured has submitted a proposal and declaration or renewal declaration to the Provider and it is agreed that this shall form the basis for the issue of this Policy. The Insurer agrees in consideration of the premium to indemnify the Insured to the extent and in the manner provided within this Policy. Unless expressly stated nothing in this Policy will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999.

Consent

It is a condition precedent to the liability of the Insurer that their consent to incur Legal Expenses or Professional Expenses must firstly be obtained in writing. This consent will be given by the Provider on behalf of the Insurer if the Insured can satisfy the Provider that:

- A) It is reasonable to incur Legal Expenses having regard to the proportionality between the remedy claimed and the Legal Expenses to be incurred; and
 - B) i. where the Insured is pursuing, that there are reasonable prospects of proving the other party’s legal liability and of recovering the damages claimed or other legal remedy sought; or
 - ii. where the Insured is defending, that the other party does not have reasonable prospects of proving the Insured’s legal liability; or
 - iii. in respect of a criminal prosecution where the Insured pleads guilty that there is a reasonable prospect of a significant mitigation of the Insured’s sentence or fine.

If during the course of a Claim the Insured ceases to satisfy the Provider in respect of a) or b) above, indemnity will be withdrawn in respect of Legal Expenses and Professional Expenses. The decision to grant consent or to withhold it will be taken on receipt of:

- A fully completed Claim form;
- The information and documentation the Provider reasonably requests;
- A legal opinion from the Appointed Representative as to a) and b) above;
- Any advice the Provider may deem it necessary to take;
- Evidence of the Tenant Reference checks made immediately before the commencement of the Tenancy Agreement.

With the agreement of the Insured, the Provider may provide assistance in settling disputes, the costs of which will be covered under this Policy subject to the payment of the excess or increased excess within the Limits of Indemnity. The Provider at its discretion may require the Insured to obtain an opinion from Counsel at the Insured’s expense as to the merits of the subject matter of the Claim such opinion to have regard to the same issues that the Provider has in assessing the merits of any legal action. If based upon such opinion the Provider is satisfied in respect of a) and b) above the Legal Expenses and Professional Expenses in obtaining that opinion will be paid by the Insurer within the Limits of Indemnity. In granting its consent the Insurer undertakes to provide indemnity to the Insured subject to the terms and conditions of this Policy and its Schedule but such consent does not imply that all Legal Expenses or Professional Expenses will be paid. In particular Legal Expenses or

Professional Expenses for matters that go beyond the immediate scope of the Claim shall be deemed by the Insurer to fall outside the indemnity provided by this Policy. The Provider reserves the right to limit its consent by time and or financial amount of Legal Expenses or Professional Expenses and or stage of proceedings to allow for a review of their continued consent.

If after consent has been granted it is shown that the Claim has not been brought within the terms and conditions of this Policy and its Schedule the Provider's consent will be withdrawn and no indemnity shall be provided. The Insurer shall be entitled to recover any Legal Expenses and Professional Expenses previously paid. If the Insured elects to proceed with the pursuit or defence of a dispute or legal proceedings to which the Provider's consent has been refused through lack of reasonable prospects as required in b) i. to iii. above and if the Insured is successful in such pursuit or defence, the Insurer will pay Legal Expenses or Professional Expenses incurred after such consent had been refused subject to the terms and conditions of this Policy.

Instruction and choice of appointed representative and Counsel

The Provider will choose an Appointed Representative to act on behalf of the Insured in any Claim under certain Sections. Where recourse is necessary to a lawyer and proceedings are issued, the Insured is free to choose an Appointed Representative to act in the name of and on behalf of the Insured in any legal proceedings to which the Provider has consented subject to the Increased Excess. The name and address of the Appointed Representative the Insured proposes to instruct must be notified to the Provider in writing. The Provider will accept such nomination provided the Provider is satisfied the proposed Appointed Representative will co-operate and enable the Insured to comply with the terms and conditions of this Policy and the Provider's standard terms of engagement in force at the date the Claim is accepted by the Provider in regard to the particular legal proceedings and in particular with regard to payment of Legal Expenses or Professional Expenses. In all other Claims the Provider will choose the Appointed Representative subject to the Excess. A dispute arising from the Insured's choice may be referred to Arbitration in accordance with General Condition 1. The Insured must not, without the written consent of the Provider, enter into any agreement with the Appointed Representative as to the basis of calculation of Legal Expenses. The Provider may withdraw consent previously given at any time. In selecting the Appointed Representative the insured shall have regard to its duty to minimise the cost of any Claim or legal proceedings.

In all cases the Appointed Representative shall be appointed in the name of and on behalf of the Insured. If in the course of any claim or legal proceedings the Appointed Representative wishes to instruct Counsel or an expert, Counsel's or the expert's name and an explanation of the necessity for such instruction must be submitted to the Provider for consent to the proposed instruction and fee of Counsel or such expert which will not be unreasonably withheld.

Disclosure

It is a condition precedent to the Insurer's liability that:

- The Insured must give the Appointed Representative and the Provider all necessary help and information including a complete and truthful account of the facts of the case and all relevant documentary or other evidence in the Insured's possession. The Insured must provide, obtain or execute all documents as necessary and attend meetings or conferences as requested;
- The Provider is entitled to receive from the Appointed Representative and Insured any information, document or advice in connection with any Claim and the subject matter of any Claim even if privileged. In addition the Insured must instruct the Appointed Representative to provide the Provider with regular updates on the progress of the subject matter of any Claim and

inform the Provider immediately if and when any circumstance adversely impacts the factors taken into account in granting the provider's consent. On request the Insured will give to the Appointed Representative any instructions necessary to secure the required access.

Indemnity may be withdrawn if the Insured fails to co-operate at all or within a reasonable time with the Provider's or the Appointed Representative's requests.

Payment of legal expenses or professional expenses

All bills for Legal Expenses or Professional Expenses which the Insured receives from the Appointed Representative should be forwarded to the Provider without delay. If the Provider so requires the Insured must ask the Appointed Representative to submit the bill of costs for consideration by the Provider's costs lawyer or costs draughtsman or for assessment or certification by the appropriate Law Society, court or tribunal. The Insured is responsible for payment of all Legal Expenses or Professional Expenses. The Insurer may settle these direct if requested by the Insured to do so. The payment of some Legal Expenses or Professional Expenses does not imply that all Legal Expenses or Professional Expenses will be paid.

Offer of settlement

It is a condition precedent to the liability of the Insurer that the Insured must inform the Provider in writing as soon as an offer to settle the subject matter of the Claim is received and/or the Insured proposes to make an offer of settlement. In any settlement, the Insured must have regard to Legal Expenses or Professional Expenses incurred or likely to be incurred and the recovery thereof.

No indemnity will be provided if the Insured enters into any agreement to settle without the prior written consent of the Provider (such consent not to be unreasonably withheld) and the insurer shall be entitled to recover any Legal Expenses or Professional Expenses previously paid. If the Insured unreasonably rejects an offer of settlement which the Provider recommends acceptance of or makes an offer which the Provider does not agree no further indemnity shall be provided.

The Insurer may at its absolute discretion decide to pay the Insured the amount of damages that the Insured is claiming or is being claimed against the Insured instead of indemnifying the Insured for Legal Expenses or Professional Expenses. Where the Insurer exercises this discretion the Insurer will cease to be liable for any further Legal Expenses or Professional Expenses.

Settling claims: Landlord Legal Expenses & Landlord Legal Expenses with Rent Guarantee

Making a claim

Landlord Legal Expenses

Call **0333 043 1326** quoting HomeProtect

Landlord Premier Legal Expenses with Rent Guarantee

Call **0333 043 4635** quoting HomeProtect

The Provider's Claims line is open 24 hours a day. Please have Your Policy number to hand when calling.

The following additional information will be required:

- Your or the Tenant's name
- The Property address
- The type of Insured problem You or the Tenant are experiencing

Notification of claims

It is a condition precedent to the liability of the Insurer that the Provider be notified in writing during the Period of Insurance immediately once the Insured becomes aware of any cause, event or circumstance which has given or may give rise to a Claim, dispute, legal proceedings or HMRC Investigation involving the Insured. Where such notification has been given, the Insurer agrees to treat any subsequent Claim in respect of the cause, event or circumstance notified as though the Claim had been notified during the Period of Insurance. The Provider will forward to the Insured a Claim form which must be completed and returned immediately to:

Coplus, Floor 2
Norfolk Tower
48-52 Surrey Street
Norwich
NR1 3PA

Landlord Home Emergency

What is covered

In the event of an Emergency the Insurer will indemnify the Insured, subject to the Limit of Indemnity, in respect of costs incurred for an Approved Contractor to carry out Emergency Repairs up to £500 in the event of:

- Burst pipes
- Mains water, gas & electricity
- Blockage, breakage & flooding of drains or sewers
- Failure of hot water heating
- Total failure & breakdown of primary heating
- Inoperable toilet
- Security emergency
- Roofing damage
- Pests
- Uninhabitable accommodation

Burst pipes: Burst pipes or sudden leakage likely to cause damage to the Property or its contents.

Mains water, gas & electricity: Failure of Your domestic water mains supply and electricity (on the domestic side of the supply authority's main fuse)

Total failure & breakdown of primary heating: Total failure and/ or breakdown of Your Primary Heating System.

Inoperable toilet: Inoperable toilet, breakage of the internal mechanism within the cistern which prevents flushing and creates an Emergency as there is no other toilet in the Property.

Security emergency: The Property being made insecure due to the Property's external locks, doors or windows which have either failed completely or been damaged

Roofing damage: The roofing, down-piping or guttering failing and further water damage being a likely result of such failure.

Pests: An infestation of Pest(s).

Uninhabitable accommodation: In the event of the Property becoming uninhabitable and remaining so overnight the Insurer will, at Their discretion, arrange and pay up to £100 (including VAT) in total for:

- Your overnight accommodation; and/or
- Transport to such accommodation.

What is not covered

Under all sections of Cover, the Insurer will not be liable for costs incurred in respect of:

- Normal day-to-day maintenance or any matter that is not an Emergency;
- Breakage of internal glass or of any basin, bath, bidet or shower base;
- Failure of any services where the problem is situated outside the boundary of the plot of land on which Your Property is situated or beyond the part of the sole or shared supply system or piping for which You are legally responsible;
- The cost of effecting permanent repairs once the immediate Emergency situation has been resolved, including any redecoration or making good the fabric of the Property;
- Damage incurred in gaining necessary access;

- Breakdown of, loss of or damage to domestic appliances or Saniflow toilets and other mechanical equipment.

For any claim in connection with the Primary Heating System or warm air unit or hot water, the Insurer will not be liable for costs incurred in respect of:

- Air locks in the central heating piping;
- The re-lighting of central heating boilers;
- Failure of zone or changeover valves or energy management systems;
- Any claim involving a boiler or warm air unit with an output exceeding 170,000 btu's capacity;
- Breakdown and/or failure of Economy 7 storage heater(s);
- Any boiler or warm air unit more than 15 years old
- Replacement of any boiler or warm air unit if repair or reinstatement is not possible due to the non-availability of parts;
- Any costs arising as a result of failure to service the boiler or warm air unit annually or in accordance with the manufacturer's instructions. Any recommendations following servicing should be carried out and the costs will be Your responsibility;
- Any intermittent or reoccurring fault;
- Any water pressure adjustments or failure caused through hard water scale or sludge;
- Fuel lines including gas leaks;
- Any re-lighting of the pilot light (please refer to manufacturers handbook), or the incorrect operation or routine adjustments of time or temperature controls;
- Any boiler or system noise;
- Any radiator valves.

Additional exclusions Landlord Home Emergency

The Insurer will not be liable for costs incurred in respect of:

- Pre-existing problems or circumstances known to You at the time You purchased the insurance and which You did not notify to Us or the Insurer.
- Any costs incurred where You have not notified the Insurer and obtained their prior authorisation.
- Damage to contents.
- Any Claims relating to the electricity supply of burglar/fire alarm systems, CCTV surveillance or swimming pools, their associated heating, piping installation and accessories.
- Callout charges, materials, labour charges or other costs covered by a manufacturer's, supplier's or installer's guarantee or warranty.
- Callout charges if there is no-one at the Property when the Approved Contractor arrives.
- Any additional charges or costs incurred at Your request in fitting replacement parts or components of a superior specification to the original.
- The interruption or disconnection of utility services to the Property however caused, or the failure or breakdown of the electricity, water or gas supply.
- Any amount payable in respect of an insured event where the cost is recoverable under any other form of insurance or maintenance agreement (or which would be recoverable but for the existence of the insurance provided under this Policy).
- Subsequent Claims arising from the same cause or event, when you have not taken or paid for the action recommended by the Approved Contractor to ensure that the original fault has received a definitive repair.
- Any defect, damage or failure caused by a malicious or wilful act, negligence, misuse, third party interference or faulty workmanship, including any attempted repair, DIY repair, or modification which does not comply with recognised industry standards.
- Any Claim when the Property has been left unoccupied for more than 30 consecutive days.
- Any Claim directly or indirectly caused by or contributed to or arising from:
 - Ionising radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel;
 - The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
 - War, terrorism, piracy, riot, revolution or other similar event;
 - Any software, stored program, computer, device or system failing (or partly failing) because of a date-based event.
- Any loss or damage or expense or liability howsoever occurring unless specifically stated as being insured under this Policy.
- Any legal liability or Consequential Loss arising from the provision of, or any delay in providing the services to which this Policy relates.
- Costs associated with another property or communal/shared areas if Your Property is in a multiple-occupancy or multiple-usage block or building.
- Equipment which has not been installed, serviced or maintained in accordance with statutory regulations or manufacturer's instructions or has been incorrectly used or modified or which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect.
- Costs incurred where no fault is found.

Additional conditions: Landlord Home Emergency

Definition of an 'emergency'

Under the terms of this Policy an 'Emergency' is defined as a sudden unexpected event that exposes You to a risk to Your health, or necessitates immediate action to render Your Property safe or secure, avoid damage or further damage, or restore the Mains Services.

Policy excess

No excess applies to Claims against this insurance Policy.

Significant exclusions or limitations

There are some situations which are not covered. These generally involve anything you already know about or that is caused by deliberate or careless acts on Your part.

The most significant exclusions of this Policy are set out above. There may be other exclusions that are significant to You, so You need to check the policy document for full details.

Conditions of this cover

- You will be charged for a minimum of 12 months' Cover regardless of when You decide to start or cancel the landlord home emergency Policy (i.e. there is no pro rata amount payable if You decide to start, and no pro rata refund if You decide to cancel, Your Policy midterm). Please note that Your statutory cancellation rights remain unaffected by this condition.
- You should have taken out, and keep in force a HomeProtect buildings insurance policy covering Your Property.
- You should carry out or arrange for normal continuous maintenance of Your Property and on the systems servicing the Property.
- If You intend to leave Your Property unoccupied for any length of time when cold weather is normally expected, You must take all normal precautions to prevent frost damage, including turning off the water supply and leaving central heating on a low setting.
- Unless otherwise stated on the Schedule, the minimum period You may hold this Policy is 12 months. If You fail to pay any premium on the date due We will notify You in writing within 5 working days and Your Policy will be suspended immediately. Full payment will be required within 30 days of the due dates. If this is not received Your Policy will be cancelled. Your Policy will be reinstated once full premiums have been received, subject to no Claims in the interim period.
- When You purchase your home Emergency Policy You should answer all questions fully and honestly. Failure to do so may prejudice Your entitlement to Claim. It is also therefore very important that You let Us know immediately of any changes that affect what You have told Us; for example, if anything happens to change the way You use the Property.
- You should carry out or arrange for normal continuous maintenance of Your Property and on the systems servicing the Property and You must take all reasonable steps to avoid or minimise any Claim. All boilers should be serviced annually and a copy of the service documentation will be required for the Provider's records.
- The Insurer will make every effort to apply the full range of services in all circumstances dictated by the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided.

- Your full compliance with the terms and conditions of this Policy is necessary before a Claim will be paid.
- If any fraudulent Claim is made or if any fraudulent means or devices are used to obtain any benefit under this Policy all benefit and any premium paid shall be forfeited.
- The Insurer may take proceedings at its own expense in Your name to recover any money paid under this Policy.
- You must notify the Insurer immediately if a Claim occurs. If for any reason the Insurer authorises You to use a contractor You appoint You should obtain an estimate for the work and contact the Insurer for authorisation to continue. You will supply the Insurer with a written statement substantiating the Claim within 28 days of reporting the Claim, together with all certificates, information, evidence and receipts required by them at Your own expense.
- If any dispute arises as to Policy interpretation, or as to any rights or obligations under the Policy, the Provider will offer You the option of resolving this by using the arbitration procedure the Provider has arranged. Please see the complaints procedure. Using this service will not affect Your legal rights.
- The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.
- It is a condition precedent to the Provider providing the services detailed in this Policy, that You undertake to promptly pay the Approved Contractor for all work authorised by You which is not covered under this Policy.
- If You intend to leave Your Property unoccupied when cold weather is normally expected, You must take all normal precautions to prevent frost damage, including turning off the water supply and leaving central heating on a low setting.
- You must maintain in full force and effect buildings insurance which covers the standard range of perils throughout the Period of Insurance.

Settling claims: Landlord Home Emergency

Making a claim

Call **0330 660 3649** quoting HomeProtect.

The Claims line is open 24 hours a day. Please have your Policy number to hand when calling.

The following additional information will be required:

- Your or the Tenant's name
- The Property address
- The type of Insured problem You or the Tenant are experiencing

If You have any other insurance or maintenance contract which covers any of the benefits set out in this Policy, You must tell the Insurer about this when You make a Claim. The Insurer will not pay more than their share of any Claim covered by other insurance.

Major emergencies which may result in serious damage or danger to life or limb should immediately be advised to the public supply authority or, in case of difficulty, to the emergency services.

Suspected gas leaks should always be reported to National Grid UK on 0800 111 999.

Additional exclusions applicable to Landlord Home Emergency

The Insurer will not be liable for costs incurred in respect of:

- Pre-existing problems or circumstances known to You at the time You purchased the insurance and which You did not notify to the Provider.
- Any costs incurred where You have not notified the Provider and obtained Their prior authorisation.
- Boilers over 15 years old. (note: You should find the age of Your boiler recorded on Your boiler service documentation);
- Damage to contents located within the Property.
- Any claims relating to the electricity supply of burglar/fire alarm systems, CCTV surveillance or swimming pools, their associated heating, piping installation and accessories.
- Callout charges, materials, labour charges or other costs covered by a manufacturer's, supplier's or installer's guarantee or warranty.
- Callout charges if there is no-one at the Property when the Approved Engineer arrives.
- Any additional charges or costs incurred at Your request in fitting replacement parts or components of a superior specification to the original.
- The interruption or disconnection of utility services to the Property however caused, or the failure or breakdown of the electricity, water or gas supply.
- Any amount payable in respect of an Insured Event where the cost is recoverable under any other form of insurance or maintenance agreement (or which would be recoverable but for the existence of the insurance provided under this Policy).
- Subsequent claims arising from the same cause or event, when You have not taken or paid for the action recommended by the Provider's Approved Engineer to ensure that the original fault has received a definitive repair.
- Any defect, damage or failure caused by a malicious or wilful act, negligence, misuse, third party interference or faulty workmanship, including any attempted repair, DIY repair, or modification which does not comply with recognised industry standards.
- Any claim when the Property has been left Unoccupied for more than 30 consecutive days.
- Any loss or damage or expense or liability howsoever occurring unless specifically stated as being insured under this Policy.
- Any legal liability or Consequential Loss arising from the provision of, or any delay in providing the services to which this Policy relates.
- Costs associated with another property or communal/shared areas if Your Property is in a multiple-occupancy or multiple-usage block or building.
- Equipment which has not been installed serviced or maintained in accordance with statutory regulations or manufacturer's instructions or has been incorrectly used or modified or which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect.
- Costs incurred where no fault is found.

Additional conditions: Landlord Home Emergency

- You should carry out or arrange for normal continuous maintenance of Your Property (including the systems servicing the Property) in order to avoid or minimise the chances of a claim occurring. All boilers must be serviced annually and You must retain a copy of the service documentation as this will be inspected by the Provider's appointed Approved Engineer in the event of a claim.
- The Provider will make every effort to apply the full range of services in all circumstances dictated by the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided.
- Your full compliance with the terms and conditions of this Policy is necessary before a claim will be paid.
- The Insurer may take proceedings at its own expense in Your name to recover any money paid under this Policy.
- You must notify the Provider as soon as possible if a claim occurs. Should the Provider authorise You to use a contractor You appoint You must supply the Provider with an estimate for the work for them to give You authorisation to continue. You will then supply the Provider with a written statement (e.g. invoice or receipt) substantiating the claim within 28 days of reporting the claim, together with any certificates, information, evidence or receipts required by the Provider at Your own expense.
- If any dispute arises as to Policy interpretation, or as to any rights or obligations under the Policy, the Provider will offer You the option of resolving this by using the arbitration procedure They have arranged. Please see the Complaints Procedure. Using this service will not affect Your legal rights.
- Unless some other law is agreed in writing, this Policy is governed by English and Welsh law. If there is a dispute, it will only be dealt with in the courts of England or Wales or of the country within the Territorial Limits in which Your main residence is situated.
- It is a condition precedent to the Provider providing the services detailed in this Policy, that You undertake to promptly pay the Approved Engineer or Motorplus Limited trading as Coplus & underwritten by Astrenska Insurance Limited for all work authorised by You which is not covered under this Policy.
- If You intend to leave Your Property Unoccupied when cold weather is normally expected, You must take all normal precautions to prevent frost damage, including turning off the water supply and leaving central heating on a low setting.
- You must maintain in full force and effect Buildings and/or contents insurance which covers the standard range of perils throughout the Period of Insurance.

Key Protection cover

What is covered

Motorplus Limited trading as Coplus provide the services and benefits described in this Cover Option during the Period of Insurance for which You have paid the premium. The Policy is underwritten by Astrenska Insurance Limited.

Important Information

This is a contract of insurance between You and Astrenska Insurance Limited. The insurance provided covers certain Costs and Expenses, subject to the terms, Limit of Indemnity, exclusions and conditions contained herein, in respect of an Insured Event which occurs within the Territorial Limits, the Isle of Man or the Channel Islands and during the Period of Insurance for which You have paid or agreed to pay the premium.

Unless expressly stated nothing in this Policy will create rights pursuant to the Contract (Rights of Third Parties) Act 1999.

If during the Period of Insurance and within the Territorial Limits an Insured Key is lost, damaged or stolen, the Provider will Pay up to £1,500 in respect of:

- Locksmith charges
- Car hire costs
- Onward transportation
- New locks (if a security risk has arisen)
- Re-programming of immobilisers, infra-red handsets and alarms
- £10 reward payable to the finder of lost keys
- Replacement keys
- Emergency helpline

Replacement keys: Including any immobiliser, infra-red handset and/or alarm which is integral to any Insured Key if such cannot be repaired or re-programmed

Re-programming of immobilisers, infra-red handsets and alarms: Which are attached to the Fob but are not integral to an Insured Key.

What is not covered

The Insurer will not pay for:

- Keys lost, stolen or damaged when such keys are not attached to the Fob (unless You have already notified the Provider that the Fob has been lost or damaged and You are awaiting a replacement, in which event the Provider will consider a claim in respect of any key which they are satisfied would otherwise have been attached to the Fob)
- Any amount exceeding £1,500 in aggregate in the same Period of Insurance
- Sums claimed where You do not produce receipts or invoices for payments You have made
- Insured Keys which are lost until 5 days have elapsed since the loss (unless the Provider is satisfied that a delay would cause undue hardship or significant expense)
- Insured Keys lost or broken by, or stolen from, someone other than You
- Insured Keys if there are duplicate keys available to You immediately or reasonably quickly
- Any Insured Event not reported to the Provider within 30 days of the loss, theft or damage
- Locks which are damaged prior to the loss or theft of keys
- Replacement locks or keys of a higher standard or specification than those replaced

- Sums exceeding £50 per incident in respect of any Insured Key locked inside property or broken in lock or ignition
- Vehicle hire charges where a hire vehicle exceeds 1600cc
- The balance of vehicle hire charges over a maximum sum of £40 a day
- Vehicle hire charges after the third day of hire
- Charges or costs incurred where the Provider arranges for the attendance of a locksmith or other tradesman, agent or representative at a particular location and You fail to attend
- Charges or costs incurred where You make alternative arrangements with a third party once the Provider has arranged for a locksmith or other tradesman, agent or representative to attend a particular location
- The balance of transport costs over a maximum sum of £75 per day
- Loss or destruction of, or damage to, any property other than an Insured Key and its associated lock or ignition system, and any immobiliser, infra-red handset and/or alarm attached to the Fob
- Any direct or indirect consequence of:
 - Irradiation, or contamination by nuclear material; or
 - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter
- Loss or damage caused by war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, terrorism, rebellion, revolution, military force or coup, or the actions of any lawful government or public or local authority
- Any loss of earnings or profits which You suffer as a result of the loss or theft of, or damage to an Insured Key
- Claims arising from any deliberate or criminal act or omission by You
- Loss or theft of, or damage to an Insured Key which occurs outside the Period of Insurance
- Claims arising as a result of Your failure to take all reasonable steps to safeguard an Insured Key

Additional conditions: Key Protection cover

Complaints

Our aim is to ensure that all aspects of Your insurance are dealt with promptly, efficiently and fairly. At all times We are committed to providing You with the highest standard of service.

If You are unhappy with the service provided for any reason or have cause for complaint, please follow the instructions below:

All complaints to:

Quality Assurance Team,
Coplus,
Floor 2,
Norfolk Tower,
48-52 Surrey
Street,
Norwich
NR1 3PA

Please ensure Your HomeProtect policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, You have the right to make an appeal to the Financial Ombudsman Service.

You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
Exchange Tower,
London,
E14 9SR

Tel: 0800 023 4567 or 0300 123 9123

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

Website: www.financial-ombudsman.org.uk

The above complaints procedure is in addition to Your statutory rights as a consumer. For further information about your statutory rights contact Your local authority Trading Standards Service or Citizens Advice Bureau.

The Financial Services Compensation Scheme

If We or the Insurers cannot meet Our obligations You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). If You were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Most insurance contracts are covered for 90% of the Claim with no upper limit. Further information is available from the FSCS.

Duration of policy and renewal

Your HomeProtect home insurance Policy, including the additional Cover Options You have selected, is valid for a period of 12 months from the date You want Cover to start (as shown on the Schedule). Annually, We will contact You in writing within good time prior to the expiry date of the Policy with

details of the renewal offer. Please note that neither We nor the Insurer(s) is obliged to offer You a renewal, but if We are unable to do so, We will clearly explain the steps You need to take.

On renewal, if You are already paying by Direct Debit, Cover will continue on the terms offered and We will continue to collect Your premium unless You inform Us to the contrary prior to the renewal date, or You cancel the Direct Debit mandate.

If You are paying Your premium annually and You gave Us authority, We will use the same credit/debit card details throughout the Policy term and on renewal. However, there is a chance Your card may have expired by the time Your Policy is due for renewal. If that is the case, You will need to contact Us to ensure We can take payment, so that Your Cover can continue without interruption.

Easy payment scheme by Direct Debit

To help spread the cost of Your Policy, You can pay the annual premium by monthly instalments. Please see Your insurance offer or Schedule for details of the instalment charge. Various other payment facilities are also available.

Law & Jurisdiction applicable to the insurance

The parties are free to choose the law applicable to this insurance Policy. Unless specifically agreed to the contrary this insurance shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales

Compliance and Precautions:

You must comply with each and every term of this Policy and must take all reasonable precautions to minimise the cost of any claim.

Cancellation:

The Policyholder may cancel this Policy at any time. If the Policyholder cancels within 14 days of either the inception or renewal date or the date they receive the contractual terms and conditions (whichever is later) then the Provider will return any premium already paid (providing that no claims have been made). If the Policyholder cancels outside this period they will not be entitled to any refund of premium. The Insurer/Provider may cancel the insurance by giving the Policyholder 30 days notice in writing sent to the Policyholder's last known address.

Alteration:

The Provider or the Policyholder shall notify the Insurer as soon as reasonably possible of any alteration in risk which materially affects this Policy.

Terminology:

The terminology used in this Policy is that of England and Wales but shall, where appropriate, mean the equivalent terminology of any relevant jurisdiction within the Territorial Limits.

Communications:

All communications from the Insurer or Their representatives shall be deemed duly sent if sent by the Provider or their representatives to the last known address of the Policyholder, or the address of their representative if relevant. All communications by the Policyholder to the Insurer or Their representatives shall be deemed duly sent if sent to the Provider.

Presentation of Claims by the Insured:

The Policyholder must notify the Provider as soon as reasonably possible of any Insured Event which may give rise to a claim, complete any forms requested by the Provider and promptly supply such information as the Provider or their agents require.

Arbitration:

If there is a dispute between the Provider and the Policyholder, which is not resolved by this Policy, either side may refer to the arbitration of a single arbitrator, being a solicitor or barrister agreed by the two sides. If no agreement can be reached the President of the relevant national Law Society shall name an arbitrator. The arbitrator's decision will be final and binding on both sides. The arbitration will be governed by the rules set out in the Arbitration Acts in force at the time. The costs of arbitration shall be borne by the instigating party unless deemed otherwise by the arbitrator.

Assignment:

This Policy may not be assigned in whole or in part without the written consent of the Provider.

Excess:

No excess is payable.

Maximum Number of Claims:

There is no limit to the number of separate claims which You may make within the Period of Insurance subject to the fact that the total aggregate sum which the provider will pay in each Period of Insurance is £1500.

Governing Law:

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.

Settling claims: Key Protection Cover

Making a claim

The claims line is open 24 hours a day.

Call 0330 660 3614

The following information will be required:

- Your name
- Your address
- Your Fob number

You must report any claim to the Provider within 30 days of the Insured Event.

Useful Contacts

Top tip: store the HomeProtect Claims numbers and Your HomeProtect Policy number in Your phone so it's always to hand in an emergency.

Landlord Legal Expenses Claims

0333 043 1326



Open 24 hours per day



fpclaims@coplus.co.uk

Landlord Legal Expenses with Rent Guarantee Claims

0333 043 4635



Open 24 hours per day



fpclaims@coplus.co.uk

Landlord Home Emergency Claims

0330 660 3649



Open 24 hours per day

Key Protection Cover Claims

0330 660 3614



Open 24 hours per day



keyclaims@coplus.co.uk

HomeProtect Customer Service

0330 660 1000



Open 9am to 8pm Monday to Friday, 9am to 1pm Saturday. Closed Sunday and bank holidays.



service@homeprotect.co.uk

HomeProtect Claims

0330 660 0660



Open 24 hours per day

Financial Ombudsman Service

0300 1239 123



Open 8am to 8pm Monday to Friday, 9am to 1pm Saturday. Closed Sunday.



Complaint.info@financial-ombudsman.org.uk

Calls are recorded and monitored

We're HomeProtect. A brand or "trading name" of Avantia Insurance Limited (Company Reg. 4567760). We're based at: C I Tower, St George's Square, New Malden, KT3 4HG.

This Policy booklet's name is: HP LACO PB/2 1119