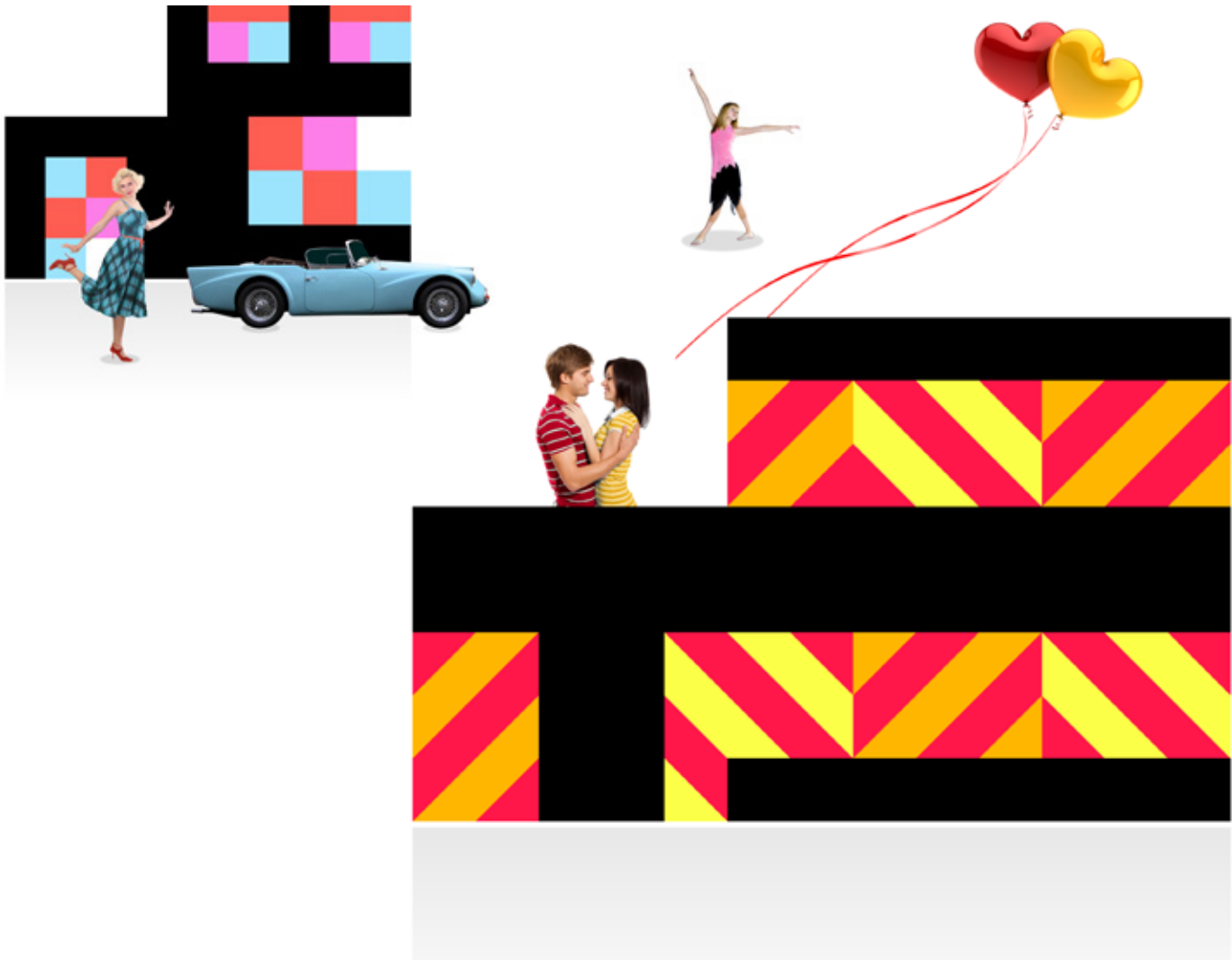




Those all - important extras

...for residential landlords



Welcome

This booklet is relevant to you if you are a landlord insuring your let property and it contains everything you need to know about our additional cover options – legal expenses, premier legal expenses with rent guarantee, home emergency and key protection.

If you have selected any of these cover options then please read this booklet carefully to ensure that the cover we provide is exactly what you need.

The next few pages are known as the policy summary (keyfacts®) and explain the main benefits of each cover option together with a summary of the terms and conditions. Then you'll find the specific details about each option in the policy document.

Certain words, as detailed on pages 20 to 26, have specific meanings in relation to our additional cover options. To help you identify these we have printed them in **bold** 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 you have selected including the general conditions and exclusions,
- you understand the notes on how to make a claim

I trust that you will find that our additional cover options give you the level of protection you want for your home. If you have any queries about these options, do not understand any part of them or feel that they do not meet your requirements, please contact us.

I hope you'll continue to be a HomeProtect customer and enjoy the protection of our landlords additional cover options for many years to come.



Phillip Walter
Chief Executive Officer, HomeProtect

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To help you understand everything you need to know about the protection our additional cover options provide and the extent of your cover, you'll see these headings appear on many of the pages:

WHAT IS COVERED

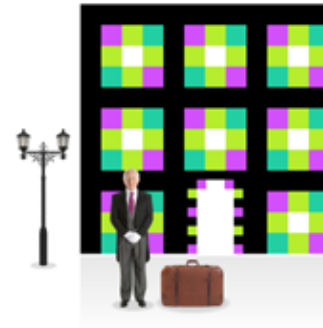
These sections give detailed information on the insurance provided and you need to read it with 'What is not covered' at all times.

WHAT IS NOT COVERED

These sections will make it clear what's not included in the scope of your policy. Further restrictions and exclusions are detailed elsewhere, in sections starting 'General conditions applicable'

Policy Summary

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HomeProtect landlords additional cover options - policy summary

Please note this is a policy summary. For full terms and conditions please see **your insurance offer or schedule**, which should be read in conjunction with the policy document (page 17).

Full details of what additional cover options you have chosen are shown in either **your insurance offer or schedule**.

Our providers and insurer(s)

HomeProtect home emergency, legal expenses and premier legal expenses with rent guarantee for landlords:

Provided by:

- Qdos Broker & Underwriting Services Limited. Registered in England and Wales. Company number 06012716
- MotorPlus Limited. Registered in England and Wales. Company number 03092837
- Underwritten by UK General Insurance Limited on behalf of Ageas Insurance Limited. Registered in England and Wales. Company number 00354568

HomeProtect key protection:

Provided by:

- Boomerang-Tag Limited. Registered in England and Wales. Company number 04495936
- Qdos Broker & Underwriting Services Limited. Registered in England and Wales. Company number 06012716
- MotorPlus Limited. Registered in England and Wales. Company number 03092837
- Underwritten by UK General Insurance Limited on behalf of Ageas Insurance Limited. Registered in England and Wales. Company number 354568

We, the providers and all of the **insurers** are authorised and regulated by the Financial Conduct Authority (FCA). **You** can check all of this on the FCA website, www.fca.org.uk or by calling 0845 606 1234.

Summary of the main policy benefits

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The following tables provide only a summary of the main benefits and the terms and conditions of each additional **cover option**.

For full terms and conditions please see your insurance offer or schedule, which should be read in conjunction with the policy document.

Policy Summary

Landlords home emergency cover

If you would like to cover the cost of a wide range of home emergencies in the insured property, including leaking pipes, heating or electrical system breakdowns, drainage problems, vermin and security issues, you should purchase this home emergency cover.

If you select home emergency cover, the following will be included in your policy:

WHAT IS COVERED

This **policy** covers:

The provision of **emergency** assistance in the circumstances described below, 24 hours a day, 365 days a year:

- Burst pipes or sudden leakage
- Failure of **your** domestic water mains or electricity supply
- Blocked drains or sewers
- Failure of **your** domestic heating system
- Inoperable toilet where no other toilet is available in the **property** (please note that **cover** is not provided for Saniflow toilets)
- Failure or damage to **your property's** locks, doors or windows
- Failure of roofing, guttering or down-piping and further water damage is likely as a result
- An infestation of **pests**

NOTE Repairs will be carried out to 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.

WHAT IS NOT COVERED

The **insurer** will not pay for:

- More than £500 for **emergency repairs**
- Any claim relating to:
- Circumstances known to **you** at the time of applying for this insurance or at any time prior to the commencement of this insurance
 - Normal day-to-day maintenance or gradual deterioration in performance which do not give rise to an **emergency**
 - Damage caused to contents
 - Costs associated with another property or communal/shared areas if **your property** is in a multiple occupancy or multi-usage block or building
 - Equipment which has not been installed, serviced, or maintained in accordance with statutory regulations or manufacturer's instructions
 - Damage incurred when the **property** has been left unattended for more than 30 days
 - Any amount payable in respect of costs recoverable under any building or contents insurance or under any form of insurance or maintenance agreement
 - Any costs when **you** have not notified the **provider** and have not obtained their prior authorisation
 - 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
 - Failure of any services due to problems situated outside the boundary of **your property** or beyond the part of the

WHAT IS COVERED

See previous page

- Up to £100 for overnight accommodation should **your property** become uninhabitable

WHAT IS NOT COVERED

sole or shared supply system or piping for which you are legally responsible

- The same cause or event which resulted in previous **claims** when **you** have not taken the action recommended by the **insurer's** contractor to effect a permanent repair
- Any **claims** relating to the electricity supply of burglar/fire alarm systems, CCTV surveillance or swimming pools, their associated heating, piping installation and accessories

In connection with the **primary heating system** or warm air unit or hot water there is no **cover** for:

- 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

Policy Summary

Important information about landlords home emergency cover

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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.



Policy Summary

Landlords legal expenses cover

If you select legal expenses cover, the following will be included in your policy:

WHAT IS COVERED

This **policy** covers:

Property Legal Disputes (section A1)

- Fees incurred in disputes or legal proceedings made by or brought against the **insured** regarding:
 - possession of the **insured property**;
 - actual or alleged dilapidations to the **insured property**;
 - actual or alleged nuisance emanating from the **insured property**;
 - non-payment of service charges;
 - letting the **insured property** (where this is in compliance with the Housing Acts);
 - the sale or purchase of the **insured property** (unless relating to the breakdown in the **insured's** marriage, civil partnership or quasi-marital relationship)
- In respect of dilapidations and service charges the amount in dispute must exceed £1,000 and **legal expenses** will be limited to 75% of the amount in dispute
- In respect of disputes over letting, the amount in dispute must exceed £1,000

Rent Recovery (section A2)

- Fees incurred in the recovery of an undisputed debt for **rent** unpaid by a **tenant** provided that the amount in dispute exceeds £1,000 and the **insured** has attempted to recover outstanding debts through all normal credit control procedures. All such **claims** MUST be reported within 45 days of the due date of payment. No more than two separate **rent** debt recoveries will be pursued for any one **tenant** in any one **period of insurance**

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:

- Disputes 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**;
- Disputes 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;
- Disputes arising from the negotiation, review or renewal of a **tenancy agreement** or the subsequent purchase of **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 buildings' insurance covering the standard range of perils;
- **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**;
- Any dispute with Government or Local Authority departments concerning the imposition of statutory charges

Policy Summary

Landlords legal expenses cover

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WHAT IS COVERED

Attendance Expenses (section A3)

- Actual loss of salary or wages by the **insured**, up to £100 per person per day to a maximum of £1,000 per **claim**, for the time off work to attend any court or tribunal hearing as a witness or defendant in legal proceedings for which the **insurer** has accepted the **claim** provided that such salary or wages are not recoverable from the relevant court or tribunal

NOTE In all cases indemnity is conditional upon the fact that the **insured** would suffer financial loss if they failed to take the proposed action to pursue or defend the **claim** or legal proceedings.

WHAT IS NOT COVERED

See previous page



Policy Summary

Landlords legal expenses cover

Important information about landlords legal expenses cover

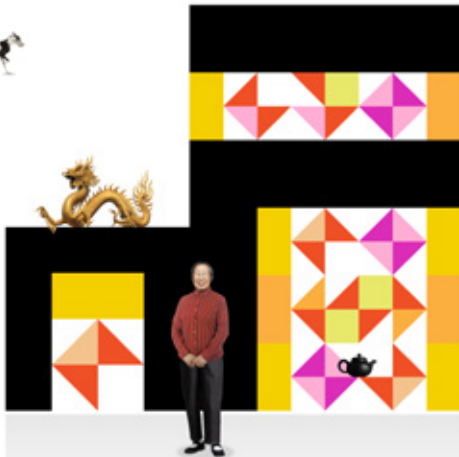
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Policy excess

- 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.
- £1,000 if someone other than the **appointed representative** is selected to handle a **claim**.

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 Summary

Landlords premier legal expenses cover with rent guarantee

If you select premier legal expenses with rent guarantee cover, the following will be included in your policy:

WHAT IS COVERED

This policy covers:

Property Legal Disputes (section B1)

- **Legal expenses** incurred in any dispute or legal proceedings made by or brought against the **insured**:
 - over the physical possession of the **insured property**
 - over the terms of the **tenancy agreement**
 - over actual or alleged nuisance

Repair & Renovation Disputes (section B2)

- **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 **insured property**

Health & Safety Prosecutions (section B3)

- **Legal expenses** incurred in:
 - defending a prosecution against the **insured** brought under the Health and Safety at Work Act 1974
 - an appeal by the **insured** against the service of an Improvement or Prohibition Notice under the Health and Safety at Work Act 1974

Tax Protection (section B4)

- Professional expenses incurred in respect of representation of the **insured** in an **HMRC Investigation**

Eviction (section C1)

- **Legal expenses** incurred in evicting the **tenant** from the **insured property** for either non-payment of **rent** or at the expiry of the Tenancy

WHAT IS NOT COVERED

The **insurer** will not pay for:

- **Claims** arising from the negotiation, review or renewal of a **tenancy agreement**;
- Where the **insured** has failed to maintain adequate buildings' insurance for the **insured property**;
- **Claims** relating to a planning application, review or decision
- **Claims** arising from a breach or alleged breach of the duty of a professional
- **Claims** relating to any prosecution:
 - for offences against the person or of a sexual nature;
 - for criminal damage or alleging dishonesty.
- Fees incurred in routine matters such as PAYE or VAT inspections by HMRC
- Investigations which arise out of negligent misstatements or omissions in respect of returns or accounts, or where there has been a lack of reasonable care in the keeping of business books or records
- Any investigation which results from investigation of earlier accounts or records
- Any **claim** where the tax return is submitted outside the statutory time limits
- IR35 disputes or enquiries
- **Claims** arising from the **insured's** performance of his or her obligations under the **tenancy agreement**;
- **Claims** relating to the payment or non-payment of service charges as defined within the Landlord and Tenant Act 1985 (as amended)

Policy Summary

Landlords premier legal expenses cover with rent guarantee

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WHAT IS COVERED

Rent Protection (section C2)

- 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**

WHAT IS NOT COVERED

- **Claims** which are not notified within 60 days of **rent** first being in arrears;
- **Claims** where a **tenant** required a **guarantor** to obtain a **tenant reference** and the **guarantor** was not correctly assigned to the **tenancy agreement**.



Policy Summary

Landlords premier legal expenses cover with rent guarantee

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Important information about landlords premier legal expenses with rent guarantee

Policy excess

Legal expenses

- £250 for **any one claim** where an **appointed representative** is instructed; or £1,000 for **any one claim** where an **appointed representative** is not instructed.

Rental protection:

- Eviction – no excess for **any one claim** where an **appointed representative** is instructed; or £1,000 for **any one claim** where an **appointed representative** is not 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 **0845 040 5833**, quoting the reference **NORW0609**.

- **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.



Policy Summary

Key protection cover

If you select key protection cover, the following will be included in your policy:

WHAT IS COVERED

This **policy** covers:

- Up to £1,500 in respect of:
 - locksmiths charges
 - new locks (if a security risk has arisen)
 - 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)
 - car hire and onward transport costs
 - the re-programming of immobilisers, infra-red handsets and alarms which are attached to the **fob** but are not integral to an **insured key**
- A £10 reward payable to the finder of a lost **insured key**
- Provision of an emergency helpline 24 hours a day, 365 days a year

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



WHAT IS COVERED

See previous page



WHAT IS NOT COVERED

- 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**
- Loss or damage caused by radiation, radioactive contamination or the hazardous properties of any explosive, corrosive, invasive or toxic substance or material
- 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**

Policy Summary

Key protection cover

keyfacts®

Important information about landlords additional cover options

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.

Claims

All **our claims** lines are open 24 hours a day. Please have **your policy** number to hand when calling.

Landlords home emergency

Call: **0845 148 0245** quoting HomeProtect

Please note: suspected gas leaks should always be reported to National Grid UK on 0800 111 999

Landlords legal expenses

Call: **0845 148 0243** quoting HomeProtect

Landlords premier legal expenses with rent guarantee

Call: **0845 148 0246** quoting HomeProtect

Key protection

Call: **0871 230 1213** quoting number on **your fob**



Policy Summary

Key protection cover

keyfacts®

Important information about landlords additional cover options

Complaints

We aim to give customers a high standard of service at all times. If **you** are unhappy with the service provided for any reason or **w** have cause for complaint, please follow the instructions below:

Landlords home emergency

Landlords legal expenses

Landlords premier legal expenses with rent guarantee

Please write to:

The Nominated Complaints Handler
Qdos Broker & Underwriting Services Limited
Qdos Court
Rossendale Road
Earl Shilton
Leicestershire
LE9 7LY

Tel: **01455 850 000**

Tel: **01455 841 000**

Email: **compliance@qdosconsulting.com**

Key protection

Please write to:

The Chief Executive
Boomerang-Tag Limited
Kircam House
5 Whiffler Road
Norwich
NR3 2AL

Tel: **01603 420 000**

Tel: **01603 420 010**

The existence of these procedures does not affect **your** right to take **legal proceedings**. If **your** complaint is still not resolved, **you** can refer it to the Financial Ombudsman Service.

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.

Policy Document



Policy Document

Important Information

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:

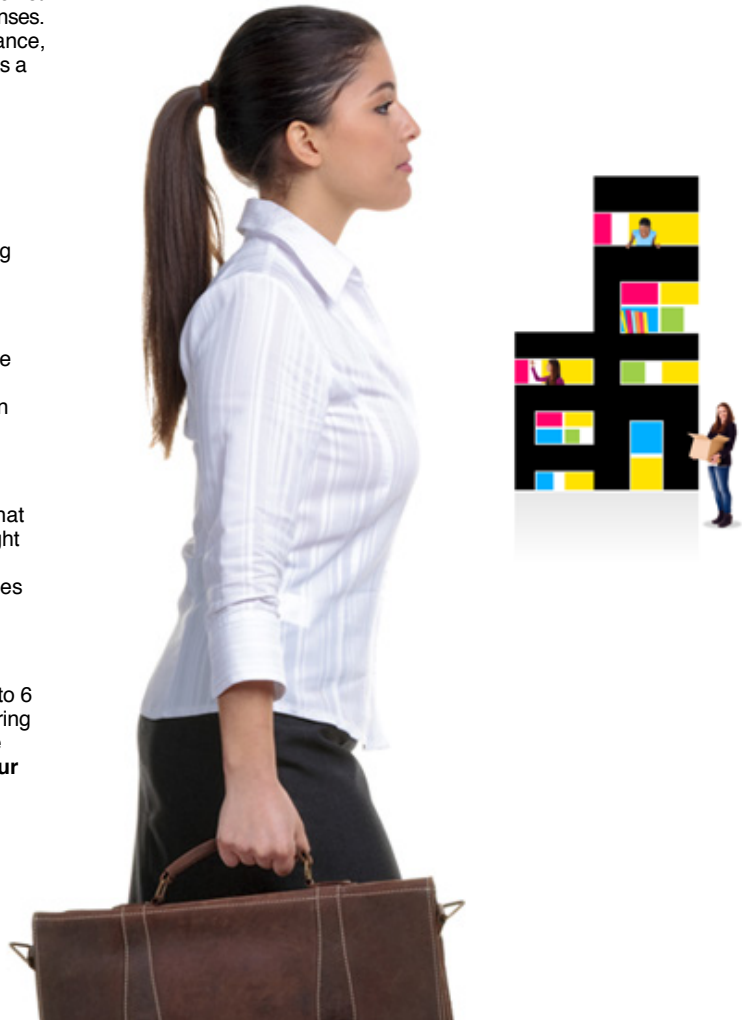
1. The date **you** receive **your policy** documentation; or
2. The start of the **period of insurance**

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.

Cancellation and Fees

1. **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**.
2. 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".
3. 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.
4. 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**.

5. 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.
6. **We** will cancel **your cover** if **you** have at any time:
 - a. Given **us** or the **insurer** false or incomplete information
 - b. Agreed to help anyone try to take money from **us** or the **insurer** dishonestly; or
 - c. Failed to meet the terms and conditions of these contracts or to act openly and honestly towards **us** or the **insurer**.



Policy Document

Important Information

Complaints

We aim to give customers a high standard of service at all times. If **you** are unhappy with the service provided for any reason or have cause for complaint, please follow the instructions below:

Landlords home emergency

Landlords legal expenses

Landlords premier legal expenses with rent guarantee

Please write to:

The Nominated Complaints Handler
Qdos Broker & Underwriting Services Limited
Qdos Court
Rossendale Road
Earl Shilton
Leicestershire
LE9 7LY

Tel: **01455 850 000**

Tel: **01455 841 000**

Email: **compliance@qdosconsulting.com**

Key protection

Please write to:

The Chief Executive
Boomerang-Tag Limited
Kircam House
5 Whiffler Road
Norwich,
NR3 2AL

Tel: **01603 420 000**

Fax: **01603 420 010**

For the full complaints procedure, please refer to **your schedule**.

The existence of these procedures does not affect **your** right to take legal proceedings. If **your** complaint is still not resolved, **you** can refer it to the Financial Ombudsman Service.

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.

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 Act 1998

Any information **you** have provided will be processed by **us** and the **insurer(s)** in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling **claims**, if any, which may necessitate providing such information to other parties. **The insurer(s)** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.



Policy Document

Introduction

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



Policy Document

Definitions

Definitions applicable to the whole of this policy

Wherever the following words appear in this **policy** they will have the meanings shown 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)	UK General Insurance Limited on behalf of Ageas Insurance Limited. UK General Insurance Limited are an agent of Ageas Insurance Limited and in the matters of a claim act on their behalf and/or their agent Motorplus Ltd
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

Policy Document

Definitions

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	Home emergency, legal expenses and premier legal expenses with rent guarantee cover : - Qdos Broker and Underwriting Services Limited and Motorplus Limited, who administers and manages this insurance on behalf of the insurer Key protection cover : - MotorPlus Ltd, Boomerang-Tag Ltd and associated and/or subsidiary companies
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

Policy Document

Definitions

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

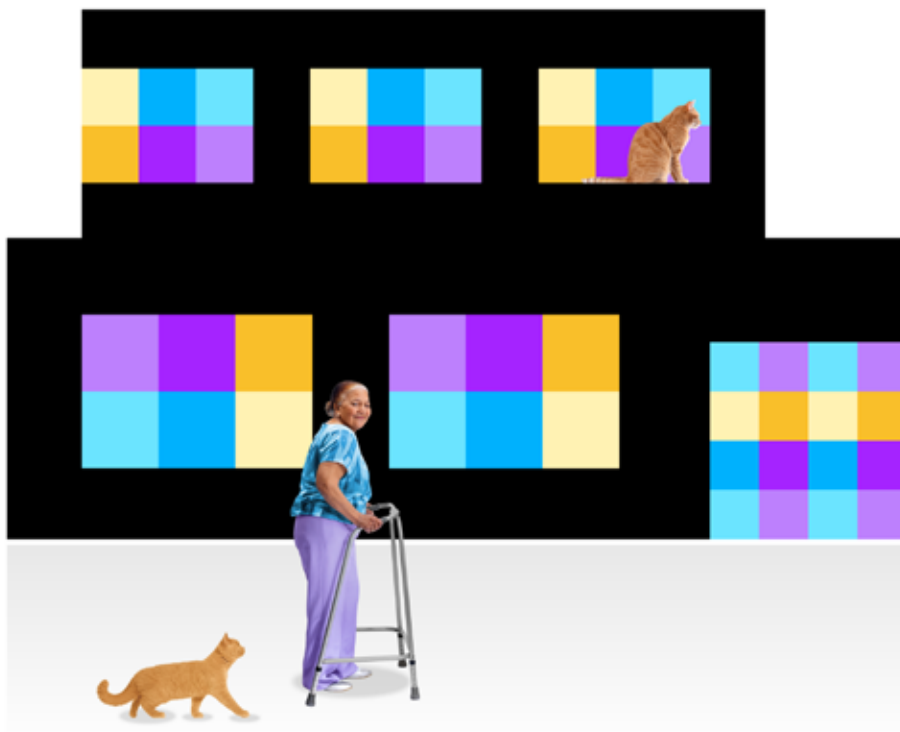
The **United Kingdom** together with the Channel Islands and the Isle of Man

We / us / our

Avantia Insurance Limited, trading as HomeProtect

United Kingdom

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



Policy Document

Definitions

Definitions applicable to landlords home emergency

These definitions form part of the main **policy** definitions but are specific to landlords home emergency **cover**.

Wherever the following words appear for this **cover option** 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 landlords legal expenses

These definitions form part of the main **policy** definitions but are specific to landlords legal expenses **cover**.

Wherever the following words appear for this **cover option** 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: a) Any professional fees, expenses and other disbursements reasonably incurred by the appointed representative with the consent of the insurer ; and b) 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

Policy Document

Definitions

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 landlords premier legal expenses with rent guarantee

These definitions form part of the main **policy** definitions but are specific to landlords premier legal expenses with rent guarantee **cover**.

Wherever the following words appear for this **cover option** 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	<p>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</p> <p>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</p>
Limit(s) of indemnity	<p>The maximum liability of the insurer under B1 of this policy is limited to the amounts specified below:</p> <ul style="list-style-type: none">• any one claim: £100,000- The aggregate of all claims notified during the period of insurance: £1,000,000 <p>The maximum amounts payable under Section B2 of this policy is limited to the amount specified below:</p> <ul style="list-style-type: none">• 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

Policy Document

Definitions

Tenancy agreement

An agreement between the **insured** and the **tenant** in relation to the **property** which is:

- a) An Assured Shorthold Tenancy Agreement as defined within the Housing Act 1988 (as amended); or
- b) 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
- c) 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:

1. The initial **tenancy agreement** must be for a fixed term of no more than 12 months;
2. The **property** must be entirely residential and remain solely for residential use;
3. The **tenant** must be aged 18 years or over;
4. The **insured** or his agent must not allow the **tenant** into possession of the **property** until:
 - a. the **tenancy agreement** has been signed by all parties; and
 - b. a **tenant reference** has been obtained before the start of the **tenancy agreement**; and
 - c. all necessary statutory pre-grant notices to the **tenant** have been issued; and
 - d. the first month's **rent** and the **deposit** have been received in cash or cleared funds; and
5. During the **tenancy agreement** the **insured** or his agent must:
 - a. keep full and up to date rental records; and
 - b. 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**



Policy Document

Definitions

Definitions applicable to key protection

These definitions form part of the main **policy** definitions but are specific to key protection **cover**.

Wherever the following words appear for this **cover option** 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	MotorPlus Ltd, Boomerang-Tag Ltd and associated and/or subsidiary companies
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



Policy Document

Landlords home emergency

This policy is an emergency policy and not a household buildings or contents policy.

It should complement the **property** insurance policies, and provide benefits and services which are not normally available under these policies. This **policy** does not provide **cover** for normal day-to-day **property** maintenance such as attention to items which tend to gradually wear out over a period of time, or need periodic attention, for example the de-scaling of central heating pipes or the replacement of tap and cistern washers. The **insurer** undertakes to provide rapid, expert help if **you**

suffer an **emergency** arising from an incident covered under this **policy**. The **insurer** will arrange for one of their nationwide list of **approved contractors** to attend and take action to stabilise the situation and resolve the **emergency**.

The **cover** applies only if the **schedule** shows that it is included.

WHAT IS COVERED

This **policy** covers:

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;

1. Burst pipes or sudden leakage likely to cause damage to the **property** or its contents
2. Failure of **your** domestic water mains supply, electricity (on the domestic side of the supply authority's main fuse), blockage or breaking or flooding of drains or sewers, or failure of your domestic hot water heating
3. Total failure and/ or breakdown of **your primary heating system**
4. 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**
5. The **property** being made insecure due to the **property's** external locks, doors or windows which have either failed completely or been damaged
6. The roofing, down-piping or guttering failing and further water damage being a likely result of such failure
7. An infestation of pest(s)

WHAT IS NOT COVERED

The **insurer** will not pay for:

Any **claim** relating to:

- 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

What is not covered in connection with the **primary heating system** or warm air unit or hot water:

- 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;

Policy Document

Landlords home emergency

This policy is an emergency policy and not a household buildings or contents policy.

WHAT IS COVERED

See previous page

Additional cover:

8. 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:
 - i. **Your** overnight accommodation; and/or
 - ii. Transport to such accommodation

WHAT IS NOT COVERED

- 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



Policy Document

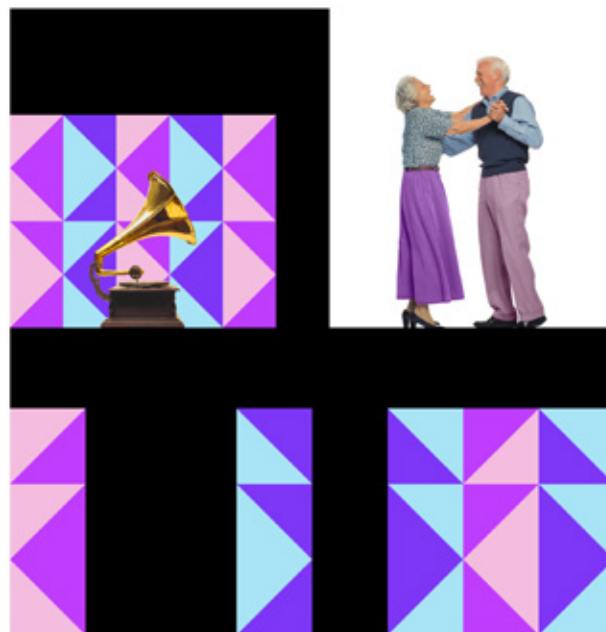
Landlords home emergency

Important information about landlords home emergency cover:

General exclusions

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

1. 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**.
2. Any costs incurred where **you** have not notified the **insurer** and obtained their prior authorisation.
3. Damage to contents.
4. Any **claims** relating to the electricity supply of burglar/fire alarm systems, CCTV surveillance or swimming pools, their associated heating, piping installation and accessories.
5. Callout charges, materials, labour charges or other costs covered by a manufacturer's, supplier's or installer's guarantee or warranty.
6. Callout charges if there is no-one at the **property** when the **approved contractor** arrives.
7. Any additional charges or costs incurred at **your** request in fitting replacement parts or components of a superior specification to the original.
8. The interruption or disconnection of utility services to the **property** however caused, or the failure or breakdown of the electricity, water or gas supply.
9. 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**).
10. 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.
11. 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.
12. Any **claim** when the **property** has been left unoccupied for more than 30 consecutive days.
13. Any **claim** directly or indirectly caused by or contributed to or arising from:
 - a. ionising radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel;
 - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - c. pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
- d. war, terrorism, piracy, riot, revolution or other similar event;
- e. any software, stored program, computer, device or system failing (or partly failing) because of a date-based event.
14. Any loss or damage or expense or liability howsoever occurring unless specifically stated as being insured under this **policy**.
15. Any legal liability or **consequential loss** arising from the provision of, or any delay in providing the services to which this **policy** relates.
16. Costs associated with another property or communal/shared areas if **your property** is in a multiple-occupancy or multiple-usage block or building.
17. 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.
18. Costs incurred where no fault is found.



Policy Document

Landlords home emergency

Important information about landlords home emergency cover:

General conditions

1. 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.
2. 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**.
3. **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.
4. 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.
5. **Your** full compliance with the terms and conditions of this **policy** is necessary before a **claim** will be paid.
6. 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.
7. The **insurer** may take proceedings at its own expense in **your** name to recover any money paid under this **policy**.
8. **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.
9. 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.

10. 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.
11. 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**.
12. 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.
13. **You** must maintain in full force and effect buildings insurance which covers the standard range of perils throughout the **period of insurance**.

Claims

Call **0845 148 0245** 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**.

Policy Document

Landlords legal expenses

The following cover applies only if the schedule shows that it is included.

WHAT IS COVERED

This **policy** covers:

Property Legal Disputes (section A1)

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:

1. 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**;
2. 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;
3. Actual or alleged nuisance emanating from the **property**;
4. 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;
5. 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;
6. 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**;
7. The alleged or actual infringement of the legal rights of:
 - i. the **insured**; or
 - ii. 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
- 8) 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

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:

1. 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**);
2. The pursuing or defending of the payment or non-payment of any tax;
3. 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;
4. 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;
5. Any actual or alleged harassment of a **tenant** or the **insured**;
6. 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;
7. A dispute over **subsidence**, **landslip** or **heave** howsoever caused;
8. A contract dispute other than where the contract is a **tenancy agreement**;
9. Any planning application review or decision;
10. The defence of the **insured** in civil legal proceedings arising from:
 - a. injury or disease;
 - b. loss, destruction or damage of or to **property** (other than as specified in 'What is Covered');
 - c. the alleged breach of any **professional duty**; or
 - d. any tortious liability (other than as specified in "What is Covered")

Policy Document

Landlords legal expenses

The following cover applies only if the schedule shows that it is included.

WHAT IS COVERED

Rent Recovery (section A2)

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:

1. The amount in dispute exceeds £1,000;
2. 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;
3. All of the **insured's** normal credit control procedures have been exhausted;
4. The **insurer** selects the most appropriate means of recovery; and
5. No more than two separate **rent** debt recoveries will be pursued for any one **tenant** in any one **period of insurance**

Attendance Expenses (section A3)

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:

1. Witness for the **insured** at the request of the **appointed representative**; or
2. 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

11. Any **claim** made, brought or commenced outside the **territorial limits**;
12. **Legal expenses** incurred without the prior written consent of the **insurer**;
13. 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**;
14. Fines or other penalties imposed by a court or tribunal;
15. 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;
16. 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;
17. Any dispute with Government or Local Authority departments concerning the imposition of statutory charges;
18. Disputes between the **insured** and any parent or subsidiary company or partner;
19. Any dispute between the **insured** and the **insurer**, the **appointed representative** or their insurance broker or mortgage lender;
20. 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;
21. Any **claim** arising out of or in connection with defamation or alleged defamation of or by the **insured**;
22. Judicial review;
23. Appeals arising out of legal proceedings in respect of which no **insurers'** consent has been granted;
24. 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;

Policy Document

Landlords legal expenses

The following cover applies only if the schedule shows that it is included.

WHAT IS COVERED

See previous page



WHAT IS NOT COVERED

25. Any **legal expenses** which the **insured** should or would have had to incur irrespective of any dispute;
26. Any expense, **consequential loss**, legal liability or any loss or damage to **property** directly or indirectly caused by or contributed to by:
 - a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
27. 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:
 - a. 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
 - b. 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

Policy Document

Landlords premier legal expenses with rent guarantee

The following cover applies only if the schedule shows that it is included:

WHAT IS COVERED

This **policy** covers:

Property owners' legal expenses

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**.

Property Disputes (section B1)

The **insurer** agrees to indemnify the **insured** against legal expenses incurred in any dispute or **legal proceedings** made by or brought against the **insured**:

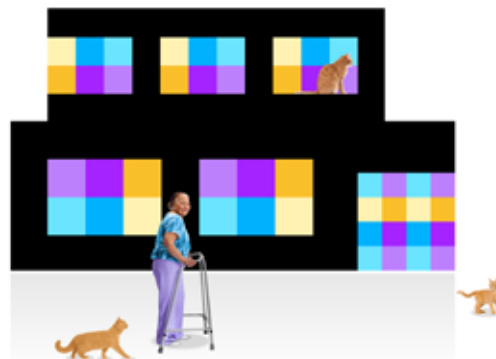
- a) Over the physical possession of the **property** provided that where appropriate all statutory and contractual notices have been correctly served by the **insured** on the **tenant**;
- b) Over the terms of the **tenancy agreement** relating to the use or maintenance of the **property**;
- c) Other 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;
- d) 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;
- e) Over actual or alleged nuisance emanating from the **property**; and
- f) 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.

WHAT IS NOT COVERED

The **Insurer** will not pay for:

The **insurer** shall not be liable to indemnify the **insured** hereunder in respect of a **claim** arising out of or in connection with;

- a) 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;
- b) 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;
- c) 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;
- d) Any actual or alleged harassment of a **tenant** or the **insured**;
- e) 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;
- f) A dispute over **subsidence, landslip or heave** howsoever caused;
- g) A contract dispute other than where the contract is a **tenancy agreement**;
- h) Any planning application review or decision



Policy Document

Landlords premier legal expenses with rent guarantee

The following cover applies only if the schedule shows that it is included:

WHAT IS COVERED

Repair & Renovation Disputes (section B2)

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:

- a) The **legal expenses** incurred in any **claim** or legal proceedings shall be limited to 75% of the sum in dispute;
- b) The amount in dispute exceeds £1,000 and the contract value is less than £100,000; and
- c) The work is commenced within the **period of insurance**

Health & Safety Prosecutions (section B3)

The **insurer** agrees to indemnify the **insured** against **legal expenses** incurred in:

- a) Defending a prosecution against the **insured** brought under the Health and Safety at Work Act 1974 in a court of criminal jurisdiction;
- b) 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 (section B4)

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.

WHAT IS NOT COVERED

The **insurer** shall not be liable to indemnify the **insured** hereunder in respect of **claims** arising out of:

- a) Breach or alleged breach of the duty of a professional;
- b) Contracts that provide or arrange credit, insurance, securities or guarantees;
- c) Contracts where the liability or right of recovery of the **insured** is incurred through their agent or by assignment;
- d) Contracts governed by or alleged to be governed by the Consumer Credit Act 1974;
- e) Contracts of employment;
- f) 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:

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

The **insurer** shall not be liable to indemnify the **insured** hereunder in respect of:

- a) 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;
- b) Any criminal prosecution;
- c) 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;
- d) Any HMRC Investigation or proceedings which result solely from investigation of earlier accounts or records;

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Landlords premier legal expenses with rent guarantee

The following cover applies only if the schedule shows that it is included:

WHAT IS COVERED

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Rent protection

The **insurer** will only indemnify the **insured** for **claims** where the dispute and legal proceedings or **rent** arrears are or would be within the **United Kingdom** and the **claim** both arises and is notified during the **period of insurance**.

Eviction (section C1)

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:

- a) Where the eviction is for **rent** arrears the arrears are greater than £250;

WHAT IS NOT COVERED

- e) Taxes, fines, interest or any other duties or penalties imposed upon the **insured** by any Revenue authority or court or tribunal;
- f) Any **claim** made where the tax return is submitted outside the statutory time limits and/or in a penalty position;
- g) The preparation and/or correction of Self Assessment Returns, accounts, Income Tax Returns, P11Ds, P35s, VAT returns or any other statutory returns;
- h) 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;
- i) 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;
- j) Any dispute in connection with the payment of the National Minimum Wage;
- k) A dispute or enquiry in respect of IR35 legislation;
- l) 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;
- m) 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;
- n) 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**:

- a) 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;
- b) Arising from or connected to the **insured's** performance of his obligations under the **tenancy agreement**;
- c) Relating to the payment or non-payment of service charges as defined within the Landlord and Tenant Act 1985 (as amended)

Policy Document

Landlords premier legal expenses with rent guarantee

The following cover applies only if the schedule shows that it is included:

WHAT IS COVERED

- b) All statutory and contractual notices comply with the relevant legislation, regulations and/or contractual requirements and have been served on the **tenant**;
- c) 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
- d) 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 (section C2)

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) 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**);
- b) **Rent** is only payable during the **period of insurance** or until vacant possession has been gained;
- c) 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 any **claim**:

- a) Which is not notified to the **provider** within 60 days of **rent** first being in arrears;
- b) Where a **tenant** required a **guarantor** to obtain a **tenant reference** and the **guarantor** was not correctly assigned to the **tenancy agreement**



Policy Document

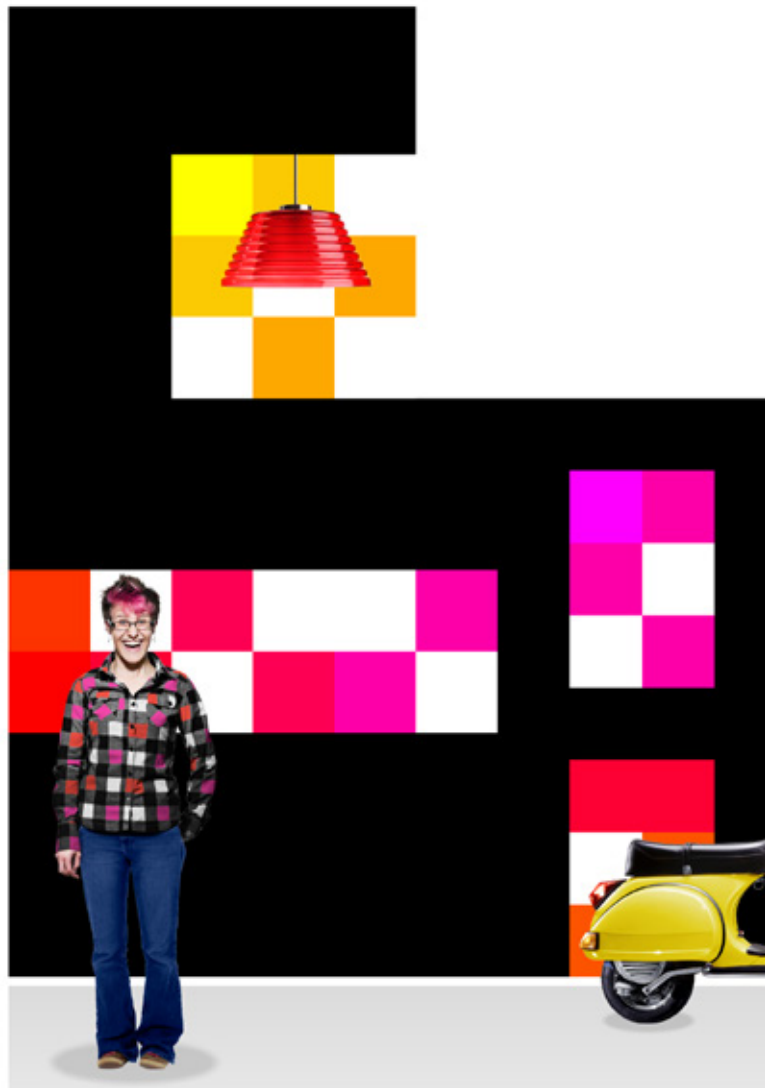
Landlords premier legal expenses with rent guarantee

Important information about premier landlords legal expenses with rent guarantee cover

General exclusions

The **insurer** shall not be liable to indemnify the **insured** hereunder in respect of any **claim** arising out of or in connection with:

1. 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**);
2. The defence of the **insured** in civil legal proceedings arising from:
 - a. Injury or disease;
 - b. Loss, destruction or damage of or to property (other than as specified in 'What is Covered');
 - c. The alleged breach of any **professional duty**; or
 - d. Any tortious liability (other than as specified in 'What is Covered');
3. Any **claim** made, brought or commenced outside the **territorial limits**;
4. Any dispute falling within the jurisdiction of the Rent Assessment Committee, the Lands' Tribunal or the Leasehold Valuation Tribunal.
5. 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**;
6. 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.
7. **Legal expenses** incurred without the prior written consent of the **insurer**;
8. 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**;
9. Fines or other penalties imposed by a court or tribunal;
10. 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;
11. 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**;



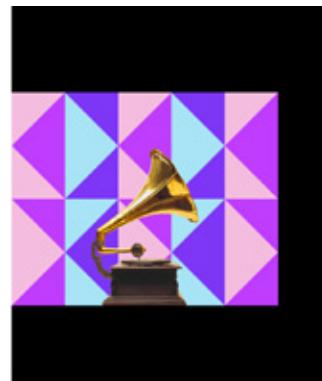
Policy Document

Landlords premier legal expenses with rent guarantee

Important information about premier landlords legal expenses with rent guarantee cover

12. Any dispute with Government or Local Authority departments concerning the imposition of statutory charges;
13. Disputes between the **insured** and any parent or subsidiary company or partner;
14. Any dispute between the **insured** and the **insurer**, the **appointed representative** or their insurance broker or mortgage lender;
15. 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;
16. Any **claim** arising out of or in connection with defamation or alleged defamation of or by the **insured**;
17. Judicial review;
18. Appeals arising out of legal proceedings in respect of which no **insurers'** consent has been granted;
19. 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;
20. Any **legal expenses** or **professional expenses** which the **insured** should or would have had to incur irrespective of any dispute;
21. Any expense, **consequential loss**, legal liability or any loss or damage to property directly or indirectly caused by or contributed to by:
 - a. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
22. 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:
 - a. 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
 - b. 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.



Policy Document

Important information about landlords legal expenses and premier landlords legal expenses with rent guarantee cover options

Contract of insurance

This is a contract of insurance between the **insured** and Ageas Insurance Limited. 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 **0845 040 5833**, quoting the reference **NORW0609**.



Policy Document

Important information about landlords legal expenses and premier landlords legal expenses with rent guarantee cover options

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.

Claims

Landlord Legal Expenses

Call **0845 148 0243** quoting HomeProtect

Landlord Premier Legal Expenses with Rent Guarantee

Call **0845 148 0246** 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:

CommercialPlus
Kircam House
5 Whiffler Road
Norwich
NR3 2AL

Fax: 01603 420 010



Policy Document

Important information about landlords legal expenses and premier landlords legal expenses with rent guarantee cover options

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:

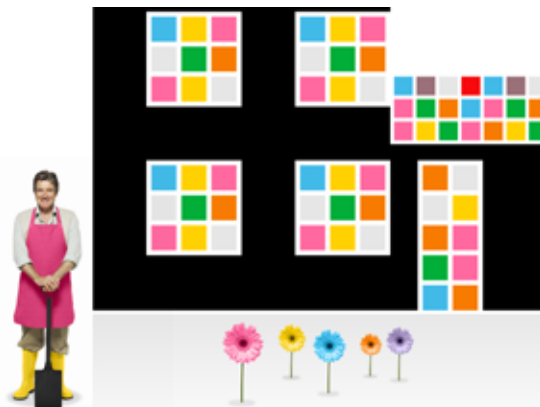
- a) It is reasonable to incur **legal expenses** having regard to the proportionality between the remedy claimed and the **legal expenses** to be incurred; and
- b)
 - i. where the **insured** is pursuing, that there are reasonable prospects of proving the other party's legal liability and of recovering 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**.



Policy Document

Important information about landlords legal expenses and premier landlords legal expenses with rent guarantee cover options

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:

- a) 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;

- b) 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**.

Policy Document

Landlords premier 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

If the **insured** makes any request for payment under this **policy** knowing it to be fraudulent or false in any respect or ought reasonably in the circumstances to know it to be fraudulent or false or where there is collusion between any parties to the dispute, this **policy** shall become void and any premiums paid shall be forfeited and the **insurer** shall be entitled to recover any **legal expenses** and **professional expenses** previously paid.

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 Document

Key protection

The following cover option applies only if the schedule shows that it is included.

Important information

Motorplus Limited, Boomerang-Tag Limited and Qdos Broker & Underwriting Services Limited 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 UK General Insurance Limited on behalf of Ageas Insurance Limited.

This is a contract of insurance between **you** and Ageas 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** 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.

WHAT IS COVERED

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:
 - locksmiths charges
 - new locks (if a security risk has arisen)
 - 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)
 - car hire and onward transport costs
 - the re-programming of immobilisers, infra-red handsets and alarms which are attached to the **fob** but are not integral to an **insured key**
- Pay a £10 reward payable to the finder of a lost **insured key**
- Provide an emergency helpline 24 hours a day, 365 days a year

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

Policy Document

Key protection

The following cover option applies only if the schedule shows that it is included.

WHAT IS COVERED

See previous page

WHAT IS NOT COVERED

- 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**
- Loss or damage caused by radiation, radioactive contamination or the hazardous properties of any explosive, corrosive, invasive or toxic substance or material
- 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**



Policy Document

Key protection

Making a claim

The claims line is open 24 hours a day.

Call **0871 230 1213**.

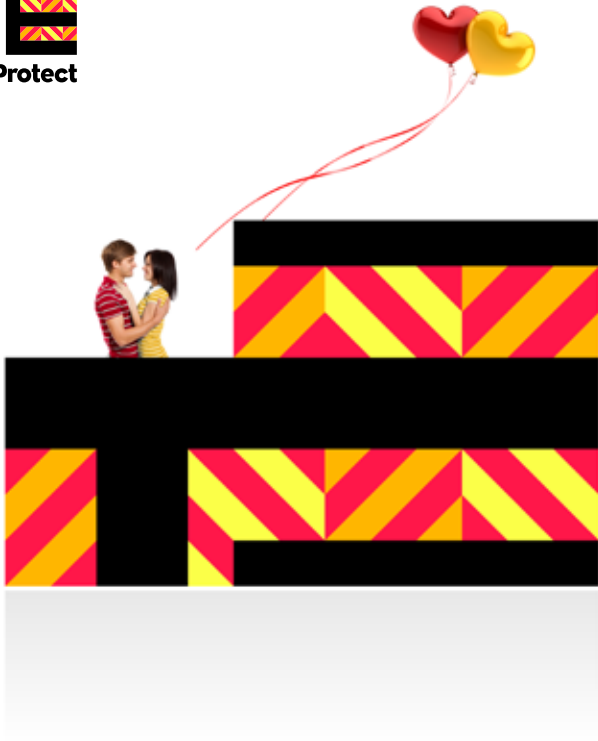
The following information will be required:

- **Your** name
- **Your** address
- **Your fob** number

You must report any claim to the **provider** within 30 days of the **insured event**.

General conditions applicable to key protection cover

1. 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.
2. 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.
3. 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**.
4. 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**.
5. 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**.
6. 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.
7. 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.
8. Assignment:
This **policy** may not be assigned in whole or in part without the written consent of the **provider**.
9. Excess:
No excess is payable.
10. 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.
11. 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.



HomeProtect is a trading style of Avantia Insurance Limited.
Avantia Insurance Limited is authorised and regulated by the Financial Conduct Authority under Firm Reference No 304432.
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