

Landlords Professional Fees and Rent Guarantee

Master Certificate Number LES/1007/1487

IMPORTANT NOTICE REGARDING THE OPERATION OF THIS POLICY. FAILURE TO COMPLY WITH THESE TERMS COULD MEAN THAT WE DECLINE TO PAY YOUR CLAIM.

All potential claims must initially be reported to Our appropriate Claims Helpline and Notification Services detailed below:-

Legal Claims Notification & Advice Helpline Service – 01384 887 580

Operates 24 hours a day, 365 days a year.
This Helpline Service is only in respect of legal issues and cannot assist with any other insurance matter.

Tax Advice Helpline Service – 01455 852034 Tax Claims Notification Helpline Service – 01384 377000

Operates between the hours of 09:00 – 17:00 Monday to Friday excluding Bank Holidays.

This Helpline Service is only in respect of Tax claims and cannot assist with any other insurance matter.

- You must have obtained and be able to produce a satisfactory Tenant Reference as defined within the policy for cover to be operate.
- This is a policy where You must notify Us during the Period of Insurance and within 30 days of any circumstances which may give rise to any claim under this policy.
- If You can convince Us that there are Prospects of Success in Your claim and that it is reasonable for Professional Fees to be paid We will:-
 - take over the claim on Your behalf
 - appoint a specialist of Our choice to act on Your behalf.
- We may limit the Professional Fees that We pay under the policy where:-
 - We consider it is unlikely a reasonable settlement of Your claim will be obtained; or
 - the potential settlement amount of Your claim is disproportionate compared with the time and expense incurred in pursuing or defending Your claim; or
 - there is insufficient prospects of obtaining recovery of any sums claimed.

Where it may cost Us more to handle a claim than the amount in dispute We may at Our option pay to You the amount in dispute which will then constitute the end of the claim under this policy.

- If Legal Proceedings have been agreed by Us, You may at this stage decide to nominate and use Your own solicitor or indeed, You may wish to continue to use Our own specialists. If You decide to nominate Your own professional We must agree this in advance and You will be responsible for any Professional Fees in excess of those which Our own specialists would normally charge Us (Details are available upon request).
- At conclusion of Your claim if You are awarded any costs (not Your damages), these must be paid to Us.
- If Rent is overdue You must contact the Tenant within 7 days to establish the reason for the default.
- If the Rent is not paid within a further 7 days the Tenant must be contacted again. If the Tenant cannot be contacted, and it is lawful to do so You must serve notice of a requirement to undertake an inspection and visit the Property in accordance with Your obligations within the Tenancy Agreement.
- In the event that You make a claim under this policy which You subsequently discontinue due to Your own disinclination to proceed, any Professional Fees incurred to date will become Your own responsibility and will be required to be repaid to the insurer.

Please note that if You engage the services of anyone prior to making contact with the Claims Helpline Service and incur any costs without our prior written approval these costs will not be covered by this insurance.

If upon receipt of this policy You are unhappy with any of the requirements as stated above please advise Your insurance adviser immediately who subject to there being no claims on this policy will arrange a full refund of premium.

Important Policy Information

All potential claims must initially be reported to the Claims Helpline Service.

The Legal Claims Notification & Advice Helpline Service telephone number is 01384 887 580.	Operates 24 hours a day 365 days a year.
The Tax Helpline Service telephone number is 01455 852034. The Tax Claims Notification Service Telephone number is 01384 377000.	Operates 09:00 – 17:00 Monday to Friday excluding Bank Holidays.
If You wish to make a claim or You have a query relating to policy cover You should contact:	Claims Department Legal Insurance Management Ltd 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands. DY5 1XF.

Please note that the Claims Notification & Legal Helpline service is not empowered to give advice on the admissibility of any claim under this policy

This is a 'Claims Made' policy. It only covers claims notified to Us during the Period of Insurance and within 30 days of any circumstance which may give rise to any claim. Failure to do so could lead Us to decline that claim.

You must have obtained and be able to produce a satisfactory Tenant Reference on each Tenant prior to granting a Tenancy. Failure to do so could lead Us to decline that claim.

Policy Definitions

The words or expressions detailed below have the following meaning wherever they appear in this policy.

Agent

The Agent appointed by the Coverholder to transact this insurance with You.

Aspect Enquiry

An enquiry where the Inspector of Taxes enquires into one or more aspects of the self-assessment tax return which may involve clarification of particular entries to detailed consideration of whether those entries have been treated correctly for tax purposes. It may involve a check on the records upon which the particular entries were based.

Authorised Professional

A solicitor, counsel, claims handler or mediator, accountant, firm of accountants or other appropriately qualified person appointed and approved by Us under the terms and conditions of this policy to represent Your or an Insured Person's interests.

Comprehensive Enquiry

A Comprehensive Enquiry is an extensive examination which considers all aspects of the self-assessment tax return. It will involve a comprehensive review by the Inspector of Taxes of all books and records underlying the entries made on the return.

Court

A Court, tribunal or other competent authority.

Deposit

The sum paid by the Tenant to You or the Letting Agent under the terms of the Tenancy Agreement for the purpose of providing You with an indemnity or partial indemnity against losses arising from the Tenant's breach of any of the terms of the Tenancy Agreement.

Event

The initial event, act or omission which sets off a natural and continuous sequence of events that subsequently gives rise to a claim for indemnity against Us.

Excess

The first amount of each and every claim as detailed on the Schedule or Insured Event.

Guarantor

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

In-Depth Investigations

A fundamental review of the accounts and the underlying records as signalled by the issue of the relevant departmental notification or as otherwise stated in writing.

Insured Person

The Policyholder who rents the Property to the Tenant and is named in the Tenancy Agreement

Insurer

This insurance is administered by Legal Insurance Management Ltd, arranged by Kindertons Holdings Limited & underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Legal Insurance Management Ltd, Kindertons Holdings Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

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

Legal Proceedings

When formal Legal Proceedings are issued against an opponent in a Court of Law.

Letting Agent

The organisation with whom You have entered into a formal written contract to let, manage and administer the Property on Your behalf.

Limit of Indemnity

The sums specified in the Schedule being the maximum We will pay including Insured Events related by time or cause.

National Insurance Contribution (NIC) Dispute

A challenge in writing by HM Revenue & Customs of the accuracy or completeness of returns submitted in accordance with Social Security regulations.

Pay As You Earn (PAYE) Dispute

A challenge in writing by HM Revenue & Customs of the accuracy or completeness of returns submitted in accordance with PAYE regulations.

Period of Insurance

The Period of Insurance shown in the Schedule.

Policyholder, You, Your

The person or company who has paid the premium and is named in the Schedule as the Policyholder.

Professional Fees

Legal and accountancy fees and costs including disbursements reasonably and properly incurred by the Authorised Professional, with Our prior written authority including costs incurred by another party for which You are made liable by Court Order, or may pay with Our consent in pursuit of a civil claim in the Territorial Limits arising from an Insured Event. Professional Fees will include VAT where it cannot be recovered.

Property

The Property or Properties' details of which are lodged with the Coverholder and which are occupied for residential purposes only.

Prospects of Success

At least a 51% chance of the Insured Person(s) achieving a favourable outcome.

Rent

The monthly amount payable by the Tenant to the Insured Person as set out in the Tenancy Agreement and shown in the Schedule.

Rent Arrears

Money owed to You by an accepted Tenant under a Tenancy Agreement (less the Deposit or the balance of the Deposit following sight of accounted receipts relating to dilapidations caused to the property by the Tenant(s)).

Schedule

The document which shows details of You and this insurance and is attached to and forms part of this policy.

Standard Professional Fees

The level of Professional Fees that would normally be incurred by Us in using a nominated Authorised Professional of Our choice.

Tenancy Agreement

1. A Tenancy Agreement in writing made between You and the Tenant which is an assured Shorthold Tenancy Agreement within the meaning of the Housing Acts 1988 and 1996 or a Short Assured Tenancy or an Assured Tenancy as defined in the Housing (Scotland) Act 1988 or a Tenancy Agreement in which the Tenant is a limited company. In Northern Ireland the Agreement between You and the Tenant to let the Property must not be a Protected Tenancy or a Statutory Tenancy within the meaning of the Rent (NI) Order 1978 nor a Protected Shorthold Tenancy within the meaning of Housing (NI) Order 1983 or a Tenancy Agreement in which the Tenant is a limited company or a Tenancy Agreement or Lease of a commercial premises or
2. Any other residential tenancy.

Tenant(s)

The individual(s) or company entitled to the tenancy of the Property.

Tenant Reference

1. A credit check against the Tenant and any Guarantor obtained from a licenced credit referencing company showing:
 - a) no County Court Judgments in the past three years;
 - b) no outstanding County Court Judgments in the past three years;
 - c) the Tenant's or Guarantor's financial ability to meet the Rent commitment
 - d) that it is reasonable in the circumstances following receipt of the outcome of the credit check to grant a Tenancy Agreement to the Tenant.
2. Copies of two forms of identification, one of which must contain a photograph where the Tenant is an individual.

Territorial Limits

The United Kingdom (meaning England, Scotland, Northern Ireland, Wales), Channel Islands and Isle of Man.

Time of Occurrence

Civil Cases - when the Event occurred or commenced whichever is the earlier.
Criminal Cases - when You or an Insured Person commenced or is alleged to have commenced to violate the criminal law in question.

Value Added Tax (VAT) Dispute

A challenge in writing by HM Revenue & Customs of the accuracy or completeness of returns submitted.

We, Us, Our

UK General on behalf of Great Lakes Insurance SE.

Cover

You have paid the premium and supplied to Us a proposal and declaration or other information which shall be the basis of this contract and be incorporated in this policy.

Upon payment of the policy Excess if applicable, We will indemnify You in accordance with Our Standard Professional Fees and where requested by You any other Insured Person up to the Limit of Indemnity subject to the terms, conditions and exclusions of this policy, against Professional Fees arising from an Insured Event within the Territorial Limits where You notify Us during the Period of Insurance and within 30 days of the Time of Occurrence of the Event.

Insured Events

Section 1A - Breach of Tenancy Agreement

What is Covered?

A breach by the Tenant of any of his obligations under the Tenancy Agreement.

What is Excluded?

Excluding any claim where the tenant has behaved anti-socially.

Section 1B - Pursuit of Rent Arrears

What is Covered?

The pursuit of Rent Arrears which commenced during the Period of Insurance.

What is Excluded?

Excluding Professional Fees incurred in connection with:-

1. interest on Rent or service charges payable by the Tenant.
2. any Rent payable after You shall have recovered full and vacant possession.

Section 1C - Eviction

What is Covered?

The eviction of anyone in the Property without Your permission.

Section 1D - Legal Defence

What is Covered?

The defence of civil or criminal proceedings in respect of any act or omission or alleged act or omission by You arising out of Your ownership or management of the Property.

Section 2 - Tax, VAT, PAYE and NIC Investigations

What is Covered?

The cover is limited to Professional Fees incurred by You in respect of a:-

1. Comprehensive Enquiry.
2. In-Depth Investigation arising out of Your tax affairs.
3. VAT Dispute.
4. PAYE Dispute.
5. NIC Dispute.

As a result of an enquiry from HM Revenue & Customs following the issue of a notice under Section 9A or Section 12C of the Taxes Management Act 1970 or Schedule 18, paragraph 24 of the Finance Act 1998 as amended by the relevant section of the Finance Act 2007.

What is Excluded?

Excluding any claims for Indemnity in respect of or arising out of:-

1. Aspect Enquiries less than £100.
2. Professional Fees in any claim involving criminal proceedings, alleged fraudulent evasion of tax, misstatement with the intent to deceive, tax avoidance schemes and any case dealt with by a Special Compliance Office, Boards Investigations Office or any other special office of HM Revenue & Customs.

3. claims which originate from any enquiry, investigation or dispute which existed before the Period of Insurance including any dispute or enquiry where the accounts submitted are being investigated solely because earlier books, records or returns have been investigated or are already under query.
4. disputes where sensible Prospects of Success do not exist.
5. the costs of making good any deficiencies in books, records, accounts or returns including the costs of repairing a return.
6. costs of appeals which We have not approved.
7. any claim which occurs during the first 60 days of the first Period of Insurance.
8. fees and Disbursements payable to an accountant, firm of accountants or person not approved by Us.
9. technical or routine treatment of matters not connected with or arising out of an expression of dissatisfaction of Your affairs.
10. pre notification costs.
11. any dispute or enquiry where dishonesty, fraud or fraudulent intent is alleged.
12. normal reconciliation of the annual accounts and VAT returns.
13. any enquiry undertaken under the relevant section of the Finance Act relating to VAT evasion.

Section 3 - Rent Arrears Indemnity

What is Covered?

The Insured Person is covered for Rent Arrears owed by the Tenant under the Tenancy Agreement during the Period of Insurance and up to the Limit of Indemnity, where an Insured Event under Section 1 occurs and the Insured Person is, where appropriate, pursuing Proceedings under this policy.

Cover is subject to:-

1. a full month's Rent being in arrears after deduction of the Excess.
2. the Rent Arrears indemnity only being payable during the period of the Tenancy Agreement or until vacant possession has been gained, whichever occurs sooner.
3. the claim being made during the Period of Insurance.
4. Rent Arrears indemnity being paid at the rate of 1/30th of the Rent for each continuous day in arrears.

Section 4 - Employment Disputes

What is covered?

1. Your defence in a dispute with an:-
 - i. employee or ex-employee arising from or relating to a contract of employment with You;
 - ii. employee, ex-employee or prospective employee alleging discrimination under current equality legislation;
2. pursuit of the Policyholder's legal rights against an employee or ex-employee to recover possession of Property owned by or for which the Policyholder is responsible.

What is Excluded?

1. Your failure to consult or follow Our advice/instructions and those of the Legal Claims Notification and Advice Helpline Service;
2. any dispute where the Event arises within the first 90 days of the first Period of Insurance unless You can provide evidence that You had equivalent cover immediately prior to the original inception of this policy without a break in the period of cover;
3. where any grievance dismissal or appeal being the subject of the dispute was not carried out in accordance with good HR practice and current employment legislation;
4. any dispute with an employee who was subject to:-
 - a) formal or informal written or verbal warnings within 180 days immediately before the first Period of Insurance;
 - b) redundancy, alleged redundancy or unfair selection for redundancy arising within the first 180 days of the first Period of Insurance;
5. any defence of an action for damages in respect of personal injury including stress or psychological related illnesses or loss of or damage to Property;
6. any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006.

Section 5 - Property Protection

What is Covered?

Any civil action relating to material Property, owned by You or for which You are responsible, arising out of an alleged or actual negligent act or omission or any nuisance, trespass or criminal damage by a third party which causes or could cause physical damage to such material Property or pecuniary loss to You.

What is Excluded?

1. goods in transit or goods lent or hired to third parties;
2. mining subsidence;
3. disputes relating to Rent and service charges and any relevant taxes;
4. an Insured Event arising in the first 90 days of the first Period of Insurance unless You can provide evidence that You had equivalent cover immediately prior to the original inception of this policy without a break in the period of cover;
5. compulsory purchase, confiscation, nationalisation, requisition or destruction of or restrictions or controls placed on, or damage to any Property;
6. disputes with local or government authorities.

Section 6 - Contract Dispute

What is Covered?

A dispute with a customer or supplier in respect of a contract for the sale, hire, supply or the purchase of goods or services.

What is Excluded?

1. a lease, licence or tenancy of land or buildings;
2. a dispute between the Insured Person and a Letting Agent;
3. a contract of employment;
4. arbitration arising out of an arbitration clause in any contract;
5. a breach or alleged breach of professional duty by an Insured Person;
6. the recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists;
7. amounts in dispute, including any instalment payments due and payable at the time of making the claim, less than £250;
8. the first 10% of Professional Fees incurred.

General Policy Exclusions

This insurance does not cover:-

1. Professional Fees incurred:-
 - a) in respect of any Event where the Time of Occurrence commenced prior to the commencement of the insurance.
 - b) where the Insured Person should reasonably have realised when purchasing this insurance that a claim under this insurance might occur.
 - c) before Our written acceptance of a claim.
 - d) before Our approval or beyond those for which We have given Our approval.
 - e) where You fail to give proper instructions in due time to Us or to the Authorised Professional.
 - f) where You are responsible for anything which in Our reasonable opinion prejudices Your case.
 - g) if You withdraw instructions from the Authorised Professional, fail to respond to the Authorised Professional, withdraw from the Legal Proceedings or the Authorised Professional refuses to continue to act for You.
 - h) where You decide that You no longer wish to pursue Your claim as a result of disinclination. All costs incurred up until this stage will become Your Responsibility.
 - i) in respect of the amount in excess of Our Standard Professional Fees where You have elected to use an Authorised Professional of Your own choice.
2. The pursuit, continued pursuit, or defence of any claim if We consider it is unlikely a reasonable settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred.

3. Claims which are conducted by You in a manner different from the advice or proper instructions of Us or the Authorised Professional.
4. Appeals unless You notify Us in writing of Your wish to appeal at least six working days before the deadline for giving notice of appeal expires and We consider the appeal to have reasonable chance of success.
5. Damages, fines or other penalties You are ordered to pay by a Court, tribunal or arbitrator.
6. Claims arising from an Event arising from Your deliberate act, omission or misrepresentation.
7. Any dispute relating to written or verbal remarks which damage Your reputation.
8. Any Professional Fees relating to Your alleged dishonesty, criminal act or violent behaviour.
9. Professional Fees arising directly or indirectly from computer software except operating systems and packaged software that have not been tailored by the supplier to Your own requirements.
10. Legal Proceedings outside the United Kingdom and proceedings in constitutional international or supranational courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights.
11. A dispute which relates to any compensation or amount payable under a contract of insurance.
12. A dispute with Us not dealt with under the Arbitration Condition.
13. An application for judicial review.
14. Any Professional Fees incurred in defending or pursuing new areas of law or test cases.
15. Any matter in respect of which an Insured Person is entitled to Legal Aid where Our liability shall be limited to the sum equal to any assessed income based contribution payable by the Insured Person towards Professional Fees incurred under the Crown Court Means Testing scheme where this applies.
16. Any Professional Fees, expenses or Rent Arrears that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected.
17. An Event which You notify to Us more than 30 days after it occurred or ought to reasonably have come to Your knowledge.
18. Dilapidation claims which fall to be determined by way of the Small Claims Procedure in the County Court with respect to property situated in England, Wales, or Northern Ireland or in Scotland the Small Claims Procedure in the Sheriff Court or damage or loss of fixtures, furniture or equipment not referred to in an existing inventory signed by the Tenant prior to or at the commencement of the Tenancy Agreement.
19. Where the amount in dispute is less than £250 including VAT.
20. An Event arising out of a Tenancy Agreement which does not fall within the definition of Tenancy Agreement in this policy.
21. The Tenants compensation payable by You following an Order of the Court or the terms of any settlement approved in writing by Us.
22. The Tenancy Agreement having been granted without first obtaining the requisite consent or licence.
23. Payment or non-payment of service charges.
24. Subsidence, mining, actual or proposed works by public or local authority.
25. An Event which occurs within the first 90 days of the Period of Insurance where the Tenancy Agreement commenced before the Tenant Reference unless the Insured Person had continuous legal expenses and rent guarantee insurance with another insurer in respect of the same Tenancy Agreement and the same Tenant and there had been no claims reported under that insurance.
26. Claims where the Tenancy Agreement commenced more than 31 days after the date of the Tenant Reference.
27. Claims which You fail to provide evidence relating to a Tenant Reference.
28. Disputes between the Insured Person and their mortgage lender.
29. Disputes where the Tenant is not aged 18 years or over.
30. Claims if the Insured Person or their Letting Agent has allowed the Tenant into possession of the Insured Property prior to:-
 - a) The Tenancy Agreement having been signed by all parties.
 - b) A Tenant Reference having been obtained.
 - c) All necessary statutory pre-grant notices to the Tenant having been issued.
 - d) The first month's Rent and the Deposit having been received in cash or cleared funds.
 - e) The dilapidations Inventory having been signed by the Tenant.
31. Any claim where the Insured Person or their Letting Agent gave any false or misleading information when they applied for the Tenant Reference or for this insurance cover or where the Tenant received a Tenant Reference subject to a Guarantor and the Guarantor was not correctly assigned to the Tenancy Agreement.
32. Any Professional Fees incurred arising out of rent registration or reviews, purchasing the freehold of the Property, Rent tribunals, land tribunals or rate tribunals unless defending action brought against You by the Tenant.
33. Rent Arrears Indemnity claims unless the Insured Person and their Letting Agent act promptly to gain vacant possession of the Insured Property and recover Rent Arrears.
34. Rent Arrears Indemnity claims where the Property is not occupied for residential only purposes.
35. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
36. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
37. Any direct or indirect consequence of:
 - Irradiation, or contamination by nuclear material; or
 - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
38. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted. For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware. For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Policy Conditions

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a) supply accurate and complete answers to all the questions we or the administrator may ask as part of your application for cover under the policy
- b) to make sure that all information supplied as part of your application for cover is true and correct
- c) tell us of any changes to the answers you have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes to and renew your policy. If any information you provide is not complete and accurate, this may mean your policy is invalid and that it does not operate in the event of a claim or we may not pay any claim in full.

Insurance Act

Under the terms of the Insurance Act 2015, you have a duty to make a fair presentation of the risk. To ensure that you comply with this obligation, you must disclose clearly, accessibly and in good faith:

- i) All material facts you know, or should have known, or are suspected;
- ii) Sufficient information to put a prudent underwriter on notice that they should make further enquiries.

You are not required to disclose details which diminish the risk, or which the underwriter knows, or ought to have known, but as well as the general details of the risk, you should disclose:

- Any special or unusual facts relating to the risk
- Any particular concerns which led you to seek insurance for this risk
- Any other fact being something that should be included within a fair presentation of risk to an underwriter.

Failure to do this could affect the validity of your policy and mean that it may not operate fully in the event of a claim. If you have any queries relating to what information should be disclosed as fair presentation of the risk, please contact your insurance broker.

Alteration of Risk

You shall notify Us immediately of any alteration in risk which materially affects this insurance.

Observance

Our liability to make any payment under this policy will be conditional on You complying with the terms and conditions of this insurance.

Claims

You must tell Us in writing within 30 days about any matter, which could result in a claim being made under this policy, and must obtain in writing Our consent to incur Professional Fees.

We will give such consent if You can satisfy Us that there are sufficient Prospects of Success in pursuing or defending Your claim and that it is reasonable for Professional Fees to be paid and You have paid the Excess.

We may require (at Our discretion) You at Your expense to obtain the opinion of an expert or counsel on the merits of a claim or continued merits of a claim or Legal Proceedings. If We subsequently agree to accept or continue with the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim We decide that:-

1. Your Prospects of Success are insufficient;
2. It would be better for You to take a different course of action;
3. We cannot agree to the claim.

We will write to You giving Our reasons and We will not then be bound to pay any further Professional Fees for this claim.

We may limit any Professional Fees that We will pay under the policy in the pursuit continued pursuit or defence of any claim:-

1. If We consider it is unlikely a reasonable settlement will be obtained or
2. where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement; or
3. where there are insufficient prospects of obtaining recovery of any sums claimed.

Alternatively where it may cost Us more to handle a claim than the amount in dispute We may at Our option pay to You the amount in dispute which shall be deemed to represent full and final settlement under this policy.

In the event that You make a claim under this policy which You subsequently discontinue due to Your own disinclination to proceed, any legal costs incurred to date will become Your own responsibility and will be required to be repaid to the Insurer.

UK General Insurance Ltd is an Insurers agent and in the matters of a claim act on behalf of the Insurer.

Representation

We will take over and conduct in Your name the prosecution, pursuit, defence or settlement of any claim. The Authorised Professional nominated and appointed by Us will act on Your behalf and You must accept Our nomination.

If Legal Proceedings have been agreed by Us, You may nominate Your own Authorised Professional whose name and address You must submit to Us. In selecting Your Authorised Professional You shall have regard to the common law duty to minimise the cost for Your claim. Any dispute arising from this shall be referred to Arbitration in accordance with the Policy Conditions.

Where You have elected to use Your own nominated Authorised Professional You will be responsible for any Professional Fees in excess of Our Standard Professional Fees.

Conduct of Claim

1. You shall at all times co-operate with Us and give to Us and the Authorised Professional evidence, documents and information of all material developments and shall attend upon the Authorised Professional when so requested at Your own expense.
2. We shall have direct access at all times to and shall be entitled to obtain from the Authorised Professional any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and You shall give any instructions to the Authorised Professional which may be required for this purpose. You or Your Authorised Professional shall notify Us immediately in writing of any offer or payment into Court made with a view to settlement and You must secure Our written agreement before accepting or declining any such offer.
3. We will not be bound by any promise or undertaking given by You to the Authorised Professional or by either of You to any court, witness, expert or agent or other person without Our agreement.

References

You must obtain a satisfactory Tenant Reference prior to granting a Tenancy or in respect of student and DSS tenants obtain an acceptance in writing from a Legal Insurance Management approved Tenant Referencing Company.

Rent Arrears

1. If the Tenant is claiming Housing Benefit, We will not pay Rent until the outcome of the Housing Benefit claim is known. If the Tenant's Housing Benefit claim is rejected, We will pay Rent backdated to the date that You could first claim. There is no cover for any shortfall between the amount paid to the Tenant as Housing Benefit and the Rent.
2. If the Deposit is more than the Excess, We will pay Rent Arrears after deduction of the balance of the Deposit. If the balance of the Deposit is subsequently required to meet the cost of dilapidations this will be paid to You.
3. If Rent is overdue You must contact the Tenant within 7 days to establish the reason for the default.
4. If the Rent is not paid within a further 7 days the Tenant must be contacted again. If the Tenant cannot be contacted, and it is lawful to do so, You must serve notice of a requirement to undertake an inspection and visit the Property in accordance with Your obligations within the Tenancy Agreement. You should contact the Claims Helpline Service if You are unsure that such an inspection is lawful.

Arbitration

Any dispute between You and Us, which is not solved by the policy, will be governed by the laws of England and Wales and shall be referred to a single arbitrator who shall either be a solicitor or barrister on whom we both agree. If we cannot agree, one will be nominated by the Law Society. Where appropriate the dispute will be resolved on the basis of written submissions. The costs of resolving the dispute will be met in full by the party against whom the decision is made. If the decision is not clearly made against either party, the arbitrator shall have the power to apportion costs.

Fraud

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

- fails to reveal or hides a fact likely to influence whether we accept your proposal, your renewal, or any adjustment to your policy;
- fails to reveal or hides a fact likely to influence the cover we provide;
- makes a statement to us or anyone acting on our behalf, knowing the statement to be false;
- sends us or anyone acting on our behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage you caused deliberately or with your knowledge.

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

Data Protection Act 1998

Please note that any information provided to us will be processed by us and our agents 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 third parties. We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

Recovery of Costs

You should take all reasonable steps to recover costs charges, fees or expenses. If another person is ordered, or agrees, to pay You all or any costs charges, fees, expenses or compensation You will do everything possible (subject to Our directions) to recover the money and hold it on Our behalf. If payment is made by instalments these will be paid to Us until We have recovered the total amount that the other person was ordered, or agreed to pay by way of costs, charges or fees.

Notices

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

Reasonable Care

You must not breach any of the conditions of the Tenancy Agreement(s) or Legal Charge affecting the Property.

You must take all reasonable steps to prevent incidents that may give rise to a claim and to minimise the amount payable by Us. This includes ensuring that following receipt of the Tenant Reference, it is reasonable to grant a Tenancy Agreement to the Tenant.

You must act promptly to gain vacant possession of the Property and recover Rent Arrears.

Cancellation

If you decide that for any reason, this Policy does not meet your insurance needs then please return it to Your agent within 14 days from the day of purchase or the day on which You receive Your policy documentation, whichever is the later. On the condition that no claims have been made or are pending, we will then refund your premium in full.

Thereafter you may cancel the insurance cover at any time by informing Your agent however no refund of premium will be payable.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to you at your last known address. Valid reasons may include but are not limited to:

- a) Where we reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) You have not taken reasonable care to provide complete and accurate answers to the questions we ask.

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

If we cancel the policy and/or any additional covers you will receive a refund of any premiums you have paid for the cancelled cover, less a proportionate deduction for the time we have provided cover, unless the reason for cancellation is fraud and/or we are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

Acts of Parliament

Any reference to Act of Parliament within this policy shall include an amending or replacing Act and shall also include where applicable equivalent legislation in Scotland, Northern Ireland, the Channel Islands, the Isle of Man and under European Law where applied in the United Kingdom.

Deposit

You will inform Us in writing of the allocation of the Deposit and no deductions may be made from the Deposit without Our prior approval. The balance of the Deposit after such approved deductions will be applied to reduce Rent Arrears which You may be entitled to claim from Us under the terms of this policy. Such monies may not be utilised to discharge Your liabilities in respect of the Excess under this policy.

Claims & Helpline Service

The Legal Helpline Service provides advice on any legal problem affecting the Policyholder. All potential claims must be reported initially to the Claims Helpline for advice and support.

Legal Claims Notification & Advice Helpline Number: 01384 887 580.

Tax Helpline Service: - 01455 852034

Tax Claims Notification Service: - 01384 377000

We will not accept responsibility if the Helpline services fail for reasons beyond Our control.

Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the Policyholder's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. In the event of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands shall apply.

Complaints Procedure

In the event of a complaint arising under this insurance, You should in the first instance write to: -

The Managing Director
1 Hagley Court North
The Waterfront
Brierley Hill
West Midlands
DY5 1XF

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

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

T: 0300 123 9123
E: complaint.info@financial-ombudsman.org.uk
W: www.financial-ombudsman.org.uk

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

Compensation Scheme

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.