

Property Owners Legal Expenses & Optional Rent Policy Wording

Underwritten by
AmTrust Europe Limited
Version 4



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INTRODUCTION

Property Owners Legal Expenses and Optional Rent Guarantee cover is a specially designed Legal Expenses Insurance policy for property owners.

If you become involved in a property dispute or a rent debt recovery, the cost of taking legal action will often result in lost profit. In many cases bringing or defending civil action to protect your interests can be extremely costly and time consuming.

This policy enables you to defend your legal rights when you need to give you financial peace of mind and invaluable guidance throughout.

Your Property Owners Legal Expenses and Optional Rent Guarantee policy cover includes:

Eviction: Assistance to evict a person who by virtue of the termination of the tenancy agreement no longer has permission to occupy the property.

Rent Recovery: Provides legal costs and expenses in the pursuit of an undisputed debt for rent unpaid by your tenant.

Defence Costs: Defence of your rights if an event arising from you owning or letting the property leads to you being prosecuted in a criminal court.

Property legal disputes: Provides legal costs and expenses in the pursuit or defence of civil disputes relating to the letting of property owned by you, acts or alleged wrongful acts by a tenant which causes damage to your property and an infringement of your legal rights relating to the rightful occupation or ownership of the property by you.

Attendance Expenses: Provides up to £1,000 for any one claim in respect of actual loss of wages when attending court or tribunal /arbitration hearing as a witness or a defendant at the policyholder's request.

Note: For Rent Recovery and Property Legal Dispute claims the disputed amount must be more than £400 and reasonable prospects of

successfully pursuing a claim must exist. All the above is subject to the terms, conditions and exclusions of the policy.

If you have taken out additional cover in respect of optional Rent Guarantee Insurance the details, terms, conditions and exclusions are contained in Section 2 of this policy wording. This cover can only be taken as an extension to the Property Owners Legal Expenses policy and is subject to the additional premium being paid.

Optional Rent Guarantee cover provides a monthly rental benefit where your tenant fails to pay or defaults on their rent payment.

AmTrust Europe Limited Property Owners Legal Expenses and Optional Rent Guarantee policy is underwritten by AmTrust Europe Limited. AmTrust Europe Limited are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and are also members of the Financial Services Compensation Scheme and the Financial Ombudsman Service.

Your agent/broker should provide you with a Key Facts Policy Summary before you purchase any policy that highlights the benefits of the policy and the important conditions and exclusions that you should be aware of. This policy covers only claims notified to AmTrust Europe Limited during the period of insurance.

This insurance is a contract between you and AmTrust Europe Limited and is only in force if a current Schedule has been issued by your agent/broker. Please read both very carefully and keep them together. If the Schedule is incorrect in any way please tell your agent/broker immediately.

Please tell your agent/broker as soon as possible if there are any changes to the information you have given. Failure to do so may invalidate your insurance.

CONDITIONS PRECEDENT

The following are conditions precedent to **Our** liability under this Policy. Definitions in bold are outlined on page 5 and 6:

In deciding to accept this policy and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat this policy as if it never existed and decline all **Claims**.

If **We** establish that **You** carelessly provided **Us** with false or misleading information it could adversely affect **Your** policy and any **Claim**. For example, **We** may:

- Treat this policy as if it had never existed and refuse to pay all **Claims** and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered;
- amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a **Claim** has been adversely impacted by **Your** carelessness;
- reduce the amount **We** pay on a **Claim** in the proportion the premium **You** have paid bears to the premium **We** would have charged **You**; or
- cancel **Your** policy in accordance with the right to cancel below.

If **You** become aware that information **You** have given **Us** is inaccurate, **You** or **Your Letting Agent** should inform **Us** as soon as practicable.

You or **Your Legal Representative** or **Your Broker** must inform **Us** if any of the following information changes:

- Name of **Insured**
- Correspondence address of **Insured**
- Change of Status of the **Insured**
- If there has been any changes to the information **You** have provided **Us**

Once **You** have made a claim, **You** or **Your Legal Representative** or **Your Broker** must inform **Us** if any of the following information changes:

- Material change of **Prospects of Success** below 51%
- Change of **Your Legal Representative**
- The **Insureds** refusal to follow **Your Legal Representatives** advice
- The death or bankruptcy of the **Insured**

You are able to devote such resources of finance and manpower to the **Legal Proceedings** as are requested by **Your Legal Representatives** and as are necessary in order to enable **Your Legal Representative** to conduct the **Legal Proceedings** efficiently.

You will make available to **Your Legal Representative** all information, documents and evidence which may be relevant to **Your Legal Representatives** appraisal and conduct of the **Legal Proceedings**.

SECTION 1

PROPERTY OWNERS LEGAL EXPENSES INSURANCE

DEFINITIONS

Each of the words or phrases listed below will have the same meaning wherever they appear in **bold** in this document:-

Claim

A request for cover under this policy resulting from one or more events or circumstances occurring at the same time or from the same cause within the **Territorial Limits** which must be notified to the **Underwriter** within the **Period of Insurance**.

Housing Acts

The Housing Act 1988, the Housing Act 1996, The Housing (Scotland) Act 1988, any amending, superseding or equivalent legislation applicable in the **Territorial Limits**.

Insured

The person(s) or company named in the policy **Schedule**.

Legal Expenses

Legal Fees, costs, disbursements and other professional charges in connection with **Legal Proceedings** which **We** have agreed to fund and are:

- a. Reasonably, proportionately and necessarily incurred by the **Legal Representative**.
- b. Incurred by other parties in civil cases when **You** have been ordered to pay them or pay them with **Our** prior agreement.

Legal Proceedings

The pursuit or defence of civil disputes, proceedings and tribunals made by or brought against **You**, including appealing or defending an appeal against judgment, dealt with entirely by and within the jurisdiction of a court or other body in the **Territorial Limits**.

Legal Representative

A solicitor or other suitably qualified person appointed by **Us**, in accordance with the provisions of this insurance, to act for **You**.

Limit of Indemnity

The maximum sum the **Underwriter** will pay in aggregate and for any one **Claim** up to a maximum of £50,000.

Period of Insurance

The period stated in the **Schedule** of insurance, that does not exceed 12 months, for which **You** have paid or agreed to pay and **We** have agreed to accept a premium.

Property

The residential building within the **Territorial Limits** as specified in the **Schedule** which is either;

- a. Occupied;
 1. by a **Tenant**;
 2. let on a short term basis as a holiday home;
 3. used as a second home by the **Insured**;
 4. used as both a holiday home and a second home;
 5. owner occupied; or
- b. **Unoccupied**;
 1. long term **Unoccupied**;
 2. **Unoccupied** to be sold;
 3. **Unoccupied** to be owner occupied;
 4. **Unoccupied** with the intention to be let to a **Tenant**;
 5. to be used as a holiday home on a short term holiday let;
 6. or a holiday home being used as a second home with no letting.

Prospects of Success

Reasonable prospects considered as a 51% or better chance of success.

Rent

The sum payable under the **Tenancy Agreement**.

Schedule

The document issued to the **Insured** by **Your** insurance broker which specifies details of the **Insured's** cover under the policy.

Tenant(s)

The person(s), company, partnership or association as defined in the **Tenancy Agreement(s)** renting the **Property** from **You**.

Tenancy Agreement

The written **Tenancy Agreement** or the written statement of main details of an unwritten **Tenancy Agreement** for the **Property** between **You** and the **Tenant**.

Territorial Limits

England, Wales, Scotland, Northern Ireland, Channel Islands and Isle of Man.

Underwriter

AmTrust Europe Limited.

Unoccupied

Any **Property** which is empty, disused, unfurnished, untenanted or where no **Tenancy Agreement** is in active use.

We, Us, Our

The **Underwriter** or persons authorised to act on their behalf.

You, Your

The **Insured** named in the **Schedule**.

In this policy:

1. Reference to any statute or statutory provision and orders or regulations thereunder shall include a reference to that provision, order or regulation as amended, re-enacted or replaced from time to time whether before or after the policy commencement date.

2. Words importing the singular shall include the plural and vice versa and references to persons include bodies corporate or unincorporated. Words importing any gender shall include all genders.
3. If any term, condition, exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder shall remain in full force and effect.
4. The headings in this policy are for reference only and shall not be considered when determining the meaning of this policy.

COVER

The **Underwriter** will indemnify **You** against **Legal Expenses** up to the **Limit of Indemnity** provided that the **Claim** has been notified to the **Underwriter** in the **Period of Insurance** and arises from **Legal Proceedings** relating to:

1. EVICTION

Assistance to evict a person who by virtue of the termination of the tenancy agreement no longer has permission to occupy the **Property**.

2. RENT RECOVERY

The recovery of an undisputed debt for **Rent** unpaid by **Your Tenant** provided that the **Property** is let and:

- a. the amount in dispute exceeds £400.
- b. all **Your** normal credit control procedures have been exhausted.
- c. **We** select the most appropriate means of recovery.
- d. no more than two separate **Rent** debt recoveries are pursued for any one **Tenant**, during the **Period of Insurance**.
- e. **We** need to be notified within 30 days of the **Rent** being due.

3. DEFENCE COSTS

Defence of **Your** rights if an event arising from **You** owning or letting the **Property** leads to **You** being prosecuted in a criminal court.

4. PROPERTY LEGAL DISPUTES

- a. Where the **Insured** becomes involved in a dispute relating to the owning or letting of the **Property** provided that;
 1. the amount in dispute is more than £400 and;
 2. where the **Property** is let, the letting is in compliance with the provisions of the **Housing Acts**; or
 3. if it is not a letting within the terms of the **Housing Acts**, it is in accordance with the relevant law including where the **Property** is let to a company and / or where the annual rental exceeds £100,000.
- b. A **Tenant's** or other third parties' 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 **You** and the **Tenant** or third party other than a **Tenancy Agreement** or a contract for the repair, renovation, reinstatement or redecoration of the **Property**.
- c. The alleged or actual infringement of the legal rights of;
 1. **You**.
 2. a **Tenant** or other third party arising out of or relating to the rightful occupation or ownership of the **Property** by **You**.
- d. Any contract entered into by **You** for the sale or purchase of the **Property**.

5. ATTENDANCE EXPENSES

We will indemnify **You** up to £100 per person per day to a maximum of £1,000 any one **Claim** for the actual loss of salary or wages for **You**, any of **Your** directors, partners or employees or **Your** letting managing agent for the time off work to attend any court or tribunal hearing as a;

- a. witness for **You** at the request of the **Legal Representative**;
- b. defendant in **Legal Proceedings** for which **We** have accepted the **Claim**;

provided that such salary or wages are not recoverable from the relevant court or tribunal.

SPECIFIC LEGAL EXPENSES POLICY EXCLUSIONS

We will not provide cover for;

1. FIRST THREE MONTHS

Disputes which arise within the first three months of the **Period of Insurance** for which a policy **Schedule** has been issued by **Us** except where;

- a. The current policy **Schedule** is a continuation of a previous policy covering the same interest.
- b. For a new **Tenant**, the **Tenancy Agreement** becomes operative on or after the commencement of the **Period of Insurance** under this policy.

2. DISPUTES

Claims relating to a dispute with;

- a. **Your** estate agent, letting agent or managing agent.
- b. The **Underwriter** or the **Legal Representative**. Any dispute with **Us** can be dealt with under General Policy Conditions 19 – Arbitration.

3. PROPERTY LEGAL DISPUTES

Excluding any disputes that **You** may personally have arising from or relating to the breakdown of a marriage or quasi-marital relationship.

4. BODILY INJURY, DAMAGE TO PROPERTY AND BREACH OF PROFESSIONAL DUTY

Any **Claim** relating to **Your** defence of any civil **Claim** made or **Legal Proceedings** brought against **You** arising from;

- a. Bodily injury to or death, disease or illness of any person.
- b. Loss, destruction of or damage to any **Property**.
- c. The alleged or actual breach of any professional duty.

SPECIFIC LEGAL EXPENSES POLICY CONDITIONS

1. YOUR RESPONSIBILITIES

- a. **You** and **Your** letting or managing agent must notify **Us** as soon as is possible of any change in the information given to **Us**. Failure to do so may result in cover not operating fully or may invalidate **Your** policy.
- b. **You** must;
 1. Observe all the terms and conditions of this policy and any mortgage on the insured **Property**.
 2. In the case of letting the **Property**, comply with all the conditions of the **Tenancy Agreement**.
 3. Try to prevent any event or circumstances that may give rise to a **Claim**.
 4. Take all steps to minimise the amount payable by **Us**.

2. REPORTING A CLAIM

- a. **We** must be notified of any event or circumstance which has given or may give rise to a **Claim** or **Legal Proceedings** involving **You** as soon as it comes to **Your** attention and in any event no more than 30 days after the event. If **You** fail to notify **Us** of such event or circumstance during the **Period of Insurance** in which **You** first became aware of it, the **Claim** will not be accepted.
- b. Where such notification has been received by **Us**, **We** agree to treat any subsequent **Claim** or **Legal Proceedings** arising out of any event or circumstance already notified as having been made or brought within the **Period of Insurance**.
- c. **You** must then, as soon as is possible, provide full written or other evidence including the names of any possible witnesses and details (produced at **Your** own expense) of any costs incurred prior to **Our** accepting the **Claim**, including any action already taken.

3. ACCEPTANCE OF A CLAIM AND OUR RIGHT TO REFUSE INDEMNITY

A **Claim** cannot be regarded as having been accepted by **Us** until **We** have given written confirmation to **You**. If **We** refuse to accept a **Claim** or to continue to indemnify **You**, **We** will give **Our** reason(s) in writing. **We** may be entitled to refuse to accept a **Claim** or continue to indemnify **You** where;

- a. in **Our** opinion, **You** have;
 - i. not answered all the questions **We** have asked, truthfully and to the best of **Your** knowledge and understanding;
 - ii. failed to provide **Us** or the **Legal Representative** with any relevant information and or supporting evidence.
- b. in the opinion of the **Legal Representative, Prospects of Success** for pursuing the **Legal Proceedings** do not or no longer exist.
- c. in **Our** opinion, after having taken advice from **Our** own advisors (who are not the **Legal Representative**) or counsel, **Prospects of Success** for pursuing the **Legal Proceedings** do not or no longer exist.
- d. **We** may, at any time, require **You** to obtain at **Your** own expense an opinion from counsel as to the merits of **Legal Proceedings**. **We** will pay, within the limit applicable to the **Claim**, the cost of obtaining the opinion if it indicates that there are **Prospects of Success** for pursuit or defence of the **Legal Proceedings**.
- e. If **You** decide to commence or continue with **Legal Proceedings** for which **We** have refused to accept or continue to provide indemnity for a **Claim** under (b) or (c) above and are successful, **We** will provide indemnity in respect of **Legal Expenses** as if **We** had accepted the **Claim** in the first instance subject to the terms and conditions of this insurance.

4. LEGAL REPRESENTATION

- a. **We** have the right to make investigations into the case.
- b. **We** also have the right to negotiate and settle the losses arising from an insured incident, in the **Insured** person's name, before a solicitor is instructed.
- c. Where appropriate **We** will pass the **Claim** to a **Legal Representative** to be dealt with. They will be instructed in the name of the **Insured** and may negotiate and settle the **Claim** for losses arising from an insured incident on **Your** behalf.
- d. Where court proceedings are necessary or where it is otherwise required, the **Legal Representative** will be a solicitor chosen by **Us**. If **You** wish to appoint **Your** own solicitor **You** must notify **Us** in writing and provide details of the firm and the individual solicitor at that firm that **You** intend to instruct. **We** will make contact with the individual solicitor to obtain written confirmation of their qualifications and expertise. The solicitor must sign **Our** Non-panel Solicitor Terms and Conditions and they will be under a duty to minimise the costs of any **Legal Proceedings**.
- e. Once **Your** chosen solicitor has signed **Our** non-panel Solicitor Terms and Conditions, they will become the **Legal Representative** subject to the terms and conditions of this policy and **Our** Non-panel Solicitor Terms and Conditions. **You** must not change solicitor without **Our** prior written consent, such consent not to be unreasonably withheld. This condition is subject to any rights of the **Insured** person under regulation 6 of the Insurance Companies (Legal Expenses Insurance) Regulations 1990, where applicable.

5. CONTROL OF THE CLAIM

- a. When requested **You** must, at **Your** own expense, provide all information, evidence and documents relating to the **Legal Proceedings** to the **Legal Representative**. **You** must also meet with the **Legal Representative** when requested.
- b. **You** must keep **Us** and the **Legal Representative** regularly informed of all developments, co-operate fully in all respects and not enter into any negotiations with the **Tenant**.

- c. **We** must have direct access to the **Legal Representative** at all times.
- d. **You** must give the **Legal Representative** any instructions asked for by **Us** including for the supply of any documents or other information **We** require.
- e. **We** are entitled to require **You** to immediately produce to **Us** all information, evidence, legal advice and documents relating to the **Legal Proceedings** in **Your** possession or custody or in that of the **Legal Representative**.
- f. **You**, directly or via the **Legal Representative**, must inform **Us** immediately in writing if anyone offers to settle the **Claim** or makes an offer to settle the **Legal Proceedings**.
- g. **You** must obtain **Our** written agreement if **You** wish to appeal against the decision of a court or tribunal. **Your** application, with reasons, must be sent to **Us** by recorded delivery at least ten working days before the final date for lodging the appeal. If **We** do not agree, **Our** decision will be given in writing.

6. PAYMENT UNDER THIS INSURANCE

- a. **You** must advise **Us** immediately of any offers of payments to settle the **Claim**.
- b. Not accept any offer of payment or enter into settlement negotiations without **Our** express agreement.
- c. When requested by **Us**, **You** must instruct the **Legal Representative** to have the **Legal Expenses** assessed or audited by the relevant court or tribunal.
- d. All accounts, orders or awards of a court or tribunal for **Legal Expenses** to be paid under this insurance must be submitted to **Us** promptly.
- e. Following receipt of the relevant accounts, orders or awards of a court or tribunal for **Legal Expenses** to be paid under the insurance, payment will be made direct to the **Legal Representative**, to the other party's legal representative or to such other party as is appropriate according to the terms of any order or award of the court or tribunal.
- f. If **You** withdraw from the **Legal Proceedings** without **Our** agreement, cover will cease immediately and **We** will be entitled to be reimbursed for any **Legal Expenses** previously agreed or paid on **Your** behalf.

SECTION 2

OPTIONAL RENT GUARANTEE

Rent Guarantee cover can only be purchased in conjunction with **Our** Property Owners Legal Expenses Insurance (Section 1) when the **Property** is occupied and let and only if **You** have paid an additional **Premium** for Rent Guarantee cover.

The definitions, terms, conditions and exclusions from Section 1 will also apply to Section 2. Any other specific definitions, terms, conditions and exclusions applicable to Section 2 are set out below.

DEFINITIONS

In addition to the definitions outlined in Section 1, the words listed below have specific meaning when they appear in bold within Section 2 of this document:

Insured Event

An incident or event relating to the rightful occupation or ownership of the **Insured Property** which results in a breach of the **Tenancy Agreement** by the **Tenant** and which leads to a **Claim** being made under the policy.

Insured Property

The **Property** specified in the **Schedule**.

Landlord

The person or company who enters into a **Tenancy Agreement** with the **Tenant**.

Limit of Cover

The maximum sum payable by the **Underwriter** under the policy for all **Professional Costs** and payment of **Monthly Benefit** in respect of an **Insured Event**. No more than six months **Rent** will be paid in any **Period of Insurance**.

Monthly Benefit

The sum of money paid each month by the **Underwriter** to the **Insured** in the event of a successful **Claim** and is equivalent to the **Rent** limited to a maximum of £1,500 per month.

Proceedings

Civil or arbitration proceedings or appeals arising therefrom.

Professional Adviser

The solicitor or accountant or other appropriately qualified person, firm or company appointed by the **Underwriter** under the terms of this policy to act for the **Insured**.

Professional Costs

In respect of an **Insured Event** unrecovered fees, costs and disbursements reasonably, properly and necessarily incurred by the **Professional Adviser** and the costs (on the standard basis) of any **Proceedings** incurred by a third party for which the **Insured** may be made liable by order of court or by agreement.

Premium

The **Premium** amount paid by the **Insured** to the **Underwriter** for the rent guarantee insurance.

Rent

The sum payable under the **Tenancy** as shown in the **Schedule** and limited under this policy to a maximum of £1,500 per month.

Tenancy

- (i) An Assured Shorthold **Tenancy** as defined in the Housing Act 1988 (as amended);
- (ii) A Company Residential **Tenancy** (Company Let) created after 28th February 1997, where a residential property is let to a public limited company (Plc) or limited company (Ltd) purely for residential purposes.

COVER

This policy provides a monthly rental benefit where **Your Tenant** fails to pay or defaults on their **Rent** payment.

1. ELIGIBILITY

For a **Landlord** to be eligible for cover:

- a. If **Your Property** is part-commercial and part-residential, cover under this policy is only applicable to the residential aspect of **Your Property**;
- b. the **Tenant** must be aged 18 years of age or over;
- c. the **Landlord** or the managing agent acting on their behalf must ensure that the following procedures are adhered to. They must:
 - i. not allow a **Tenant** possession of the **Insured Property** other than on the basis of an already completed written six month **Tenancy Agreement** duly signed by all parties;
 - ii. ensure that all necessary statutory pre-grant notices are served personally in the correct form on the **Tenant** prior to the granting of the **Tenancy**;
 - iii. obtain a satisfactory credit reference for the **Tenant** or guarantor prior to the granting of any **Tenancy**.
- d. not allow any **Tenant** into occupation until the first month's **Rent** and dilapidation's deposit payment has been paid in cash or payment has been cleared in the **Landlord's** or managing agent's bank account.

2. TERMS OF COVER

- a. For cover to continue under the policy, the **Insured** or the managing agent acting on their behalf must keep clear up-to-date rental records.

3. MONTHLY BENEFIT

- a. **Monthly Benefit** will be paid in respect of arrears of **Rent** owed on an **Insured Property** by the **Tenant** to the **Insured** for up to six months or until vacant possession has been gained, whichever happens soonest, subject to the following:
 - i. Such arrears occur during the **Tenancy** and the subsequent **Claim** is made during the **Period of Insurance**.
 - ii. Such arrears occur during the **Period of Insurance** and the subsequent **Claim** is made during the **Period of Insurance**.
 - iii. A **Claim** is immediately notified and the **Underwriter** decides that there is sufficient **Prospect of Success** to gain vacant possession of the **Insured Property** and / or recover unpaid **Rent**.
 - iv. Action is taken promptly to gain vacant possession of the **Insured Property** and/ or recover unpaid **Rent**, unless the only reason for not taking action is that the **Professional Adviser** advises that the expected costs incurred will be more than any money recovered.
 - v. The **Underwriter** has the right at any time under subrogation to pursue **Proceedings** against the **Tenant**.
 - vi. Where the **Insured** becomes aware of an existing or potential **Claim** under the policy and the **Insured** has notified **Us** immediately and in any event no more than 30 days after the **Insured Event**.
- b. Benefit will be paid as stipulated in 3(i) above at a rate of 1/30th of the **Monthly Benefit** for each continuous day that Rent is in arrears. The **Monthly Benefit** will be paid monthly in arrears and will only be paid if the terms and conditions of the policy are met. Once six months' **Rent** has been paid to the **Insured**, this policy shall terminate and all cover will cease.

SPECIFIC RENT GUARANTEE POLICY EXCLUSIONS

1. An excess equivalent to one month's unpaid **Rent** is applicable to each **Claim** made within the **Period of Insurance**.
2. Benefit will not be paid in respect of;
 - i. an amount equal to the first month's unpaid **Rent** (the excess),
 - ii. **Rent** once the **Limit of Cover** has been reached or once vacant possession is obtained, whichever is the sooner,
 - iii. period for which the **Insured Property** is not available for re-letting once vacant possession is obtained,
 - iv. period for which the **Insured Property** is advertised for sale or is the subject of a contract of sale or,
 - v. any interest on **Rent** arrears.
3. Where Housing Benefit is to be claimed, any **Monthly Benefit** under the policy will not be paid until a decision is given by the Benefits Office. If the Benefits Office decline to pay Housing Benefit then the **Monthly Benefit** will be backdated to the date the **Insured** could first **Claim**.
4. If the **Tenant** is in receipt of Housing Benefit then any shortfall between the **Monthly Benefit** and the Housing Benefit will not be covered by the policy.
5. Any claims for **Rent** where the **Property** becomes **Unoccupied**.
6. For disputes and or **Legal Proceedings** between **You** and a **Tenant** where **You** or **Your** letting or managing agent are unable to produce one satisfactory financial or credit reference and one other satisfactory written reference for each **Tenant** or guarantor.
7. For disputes and or **Legal Proceedings** between **You** and a **Tenant** where **You** or **Your** letting or managing agent are unable to prove that a minimum of one months **Rent** as deposit was obtained before letting the **Property** to the **Tenant**.

SPECIFIC RENT GUARANTEE CONDITIONS

1. If **Rent** is overdue the **Tenant** and guarantor must be contacted within 7 days to find out why it has not been paid. If **Rent** remains overdue, within a further 7 days the **Tenant** and guarantor must be contacted again.
2. If the **Period of Insurance** ends prior to the completion of a **Claim**, cover will continue until the **Limit of Indemnity** has been reached or vacant possession has been obtained, whichever comes sooner.
3. The benefit cannot be paid to anyone else or in any way other than as described in this policy.
4. When cover under this policy ends it will not have a cash value.
5. The **Insured** must supply documentary evidence as requested by **Us** in the event that a **Claim** is made (this will include but will not be limited to a copy of the satisfactory credit reference, written reference, tenancy agreement and rental records).

GENERAL POLICY CONDITIONS

The following conditions apply to the whole of this policy of insurance. **You** must keep to the terms and conditions of this policy. Failure to do so may invalidate **Your Claim**.

1. If the **Insured** does not keep to the terms of the policy, they will not be entitled to any benefit under the policy.
2. The contract between the **Insured** and the **Underwriter** is made up of this policy, the **Schedule**, any endorsement and any other information provided by the **Insured**.
3. The **Underwriter** shall not be bound by any agreement to which they are not party.
4. The rights under this policy cannot be transferred to anyone other than the **Insured**.
5. The policy cannot be used to protect any person other than the **Insured**.
6. All notices and communications sent or received by **Us** will be considered to have been duly sent or received.
7. If **Your Tenancy Agreement** specifies that inspections must be carried out by **You** or **Your** letting or managing agent, **You** or **Your** letting or managing agent must keep a record of it and **We** must be able to inspect these records at any time.

8. ALTERATION IN RISK

The **Insured** shall notify the **Underwriter** as soon as they become aware of any alteration in risk (including but not limited to change of **Tenant**) which may materially affect the policy. The **Insured** may be required to pay an additional premium to the **Underwriter**.

9. CHANGES IN CIRCUMSTANCES

You must immediately tell **Your** agent about any change in **Your** circumstances. In particular **You** must tell **Us** if there is a change to:

- a. the address of the **Property** insured;
- b. the use of the **Property**; or
- c. the structure of the **Property**.

10. PERSONAL REPRESENTATIVES

If **You** die, **Your** personal representatives will have the benefit of this policy for the rest of the current **Period of Insurance** as long as: they tell **Us**, as soon as possible, about **Your** death; and they keep to all terms and conditions of this policy.

11. FRAUD

If **You** make a fraudulent claim under this insurance contract, the **Underwriter**:

- a. Is not liable to pay the claim; and
- b. May recover from the **Insured** any sums paid by the **Underwriter** to **You** in respect of the claim; and;
- c. May advise **You** that the contract has been terminated with effect from the time of the fraudulent act.

If the **Underwriter** exercises its right under clause 11.c above:

- d. The **Underwriter** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the **Underwriters** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and;
- e. The **Underwriter** need not return any of the premiums **You** have paid.

12. GOVERNING LAW

This policy shall be subject to English Law, unless specifically agreed to the contrary. All communication is to be conducted in English.

13. SUBROGATION

Any claimant under this policy shall, at **Our** request and expense, take or permit to be taken all necessary steps for enforcing rights against any other party in **Your** name, before or after **We** make payment.

We agree to waive any such rights to which **We** might become entitled by subrogation against any company standing in relation of parent to subsidiary (or subsidiary to parent) to **You** or against any company which is a subsidiary of a parent company of which **You** are a subsidiary, in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order current at the time of damage.

14. RIGHTS OF THIRD PARTIES

A person or company who was not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this policy but this does not affect any right or remedy to a third party which exists or is available apart from such Act.

15. DISCHARGE OF LIABILITY

We may pay **Our** assessment of **Your** damages claimed, should the cost of pursuing **Your Claim** or **Legal Proceedings** exceed **Your Claim's** value.

16. DUAL INSURANCE

In the event that there is another insurance policy that provides an indemnity in respect of the **Legal Proceedings**, then the **Limit of Indemnity** under that policy must be exhausted before **Your** cover with **Us** can be called upon to make any payment. In the event of such policy not responding to **Your Claim** for whatever reason, **We** will only pay in excess of the amount that would have been paid had such other policy responded.

17. RECOVERIES

We reserve the right to take proceedings in **Your** name, at **Our** own expense and for **Our** own benefit, to recover any payment **We** have made under this insurance to anyone else. If **You** recover any **Legal Expenses** previously paid by **Us** from any other party, such **Legal Expenses** must immediately be repaid to **Us**.

18. ARBITRATION

Any dispute or difference of any kind between **Us** and **You** will be referred to arbitration by a single arbitrator who will be either a barrister or solicitor. If the parties are unable to agree on the appointment of an arbitrator, all parties agree to accept an arbitrator nominated by the law society. The arbitrator's decision on the dispute and on who will pay the costs is binding on all parties.

19. ASSIGNMENT

Cover under this policy is between and binding upon **Us** and **You** and any respective successors in title, the policy may not otherwise be assigned by **You** without **Our** prior written consent.

20. WAIVER

If **We** or **You** fail to exercise or enforce any rights conferred on them by this insurance, the failure to do so will not be deemed to be a waiver, nor will it bar the exercise or enforcement of such rights at any subsequent time.

GENERAL POLICY EXCLUSIONS

The following exclusions are applicable to the whole of this policy of insurance unless stated to the contrary within the policy.

We will not cover –

1. PROPERTY TYPE

No cover is provided for any part of the **Property** let for commercial use outside of the policy definitions.

2. REFERENCES FOR TENANTS AND DEPOSIT RENTS

For disputes and or **Legal Proceedings** between **You** and a **Tenant** where **You** or **Your** letting or managing agent are unable to:

- a. Prove by evidence of a certificate that for **Tenancy Agreements** granted after February 2007, that the rent deposit was placed in a Tenancy Deposit Scheme in accordance with the Housing Act 2004 and all subsequent or superseding legislation.
- b. Produce one satisfactory financial or credit reference and one other satisfactory written reference for each **Tenant** or guarantor. These need to have been obtained prior to the **Tenancy** commencing.

3. TERRORISM

Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.

4. TERRITORIAL LIMITS

Damage, injury or liability arising out of any occurrence outside England, Wales, Scotland, Northern Ireland, Channel Islands or the Isle of Man, except where stated to the contrary.

5. RADIOACTIVE CONTAMINATION

Damage or legal liability directly or indirectly caused by:

- a. ionising radiation or radioactive contamination from any nuclear fuel or nuclear waste arising from burning of nuclear fuel;

- b. the radioactive, poisonous explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.

6. CONFISCATED PROPERTY

Property being confiscated or detained by any government or public or local authority.

7. SONIC BANGS

Damage from pressure waves caused by aircraft or other flying devices travelling at or above the speed of sound.

8. WAR RISKS

Legal Expenses arising from any consequence whether direct or indirect of war, invasion, act of hostility by foreign powers (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power, confiscation, requisition or damage to **Property** by or under the authority of any government, public or local authority.

9. PRE-EXISTING EVENT OR CIRCUMSTANCE

Any **Claim** or **Legal Proceedings** relating to any event or circumstance occurring prior to or existing at the inception of the first **Period of Insurance** and which **You** knew or ought to have known was likely to give rise to a **Claim** or to **Legal Proceedings**.

10. DATE CHANGE

Legal Expenses arising directly or indirectly from the failure of computer, data processing and any other electronic equipment or component, including microchips, integrated circuits and similar devices and or any software to recognise, interpret or process any date as its true calendar date.

11. LIBEL OR SLANDER

Any disputes relating to written or verbal remarks.

12. DELIBERATE ACTS

Any cause of action intentionally brought about by **You**.

13. DISHONESTY, VIOLENT OR CRIMINAL ACTS

Any **Claim** for **Legal Expenses** relating to **Your**:-

- a. actual or alleged dishonesty; or
- b. actual or alleged violent behaviour.

14. LEGAL EXPENSES NOT AGREED

Legal Expenses incurred:

- a. Before **We** agree to pay them on **Your** behalf.
- b. Where **You**;
 - i. pursue or defend a case without **Our** agreement or in a different manner to or against the advice of the **Legal Representative**.
 - ii. fail to give proper instructions in due time to **Us**, to the **Legal Representative** or to counsel or other persons instructed by the **Legal Representative**.
- c. Where the **Legal Representative** refuses to act on **Your** behalf.

15. DELAY AND PREJUDICIAL ACTS

A **Claim** where **You** act in a manner which is prejudicial to the case, including being responsible for any unreasonable delay, withdrawing instructions from the **Legal Representative** or withdrawing from the case.

16. FINES AND PENALTIES

Fines, damages or other penalties which **You** are ordered to pay by a court or other authority.

17. JUDICIAL REVIEW

Legal Expenses relating to any judicial review whether within the **Territorial Limits** or not.

18. BANKRUPTCY, LIQUIDATION OR RECEIVERSHIP

Any **Claim** for **Legal Expenses** when **You** are bankrupt, in liquidation, have made an arrangement with **Your** creditors, have entered into a deed of arrangement or part or all of **Your** affairs or **Property** are in care or control of a receiver or an administrator.

19. DISAGREEMENT

Any dispute with **Us** or the **Legal Representative**.

20. FRAUDULENT CLAIMS OR STATEMENT

If **You** make a fraudulent claim under this insurance contract, the **Underwriter**:

- a. Is not liable to pay the claim; and
 - b. May recover from the **Insured** any sums paid by the **Underwriter** to **You** in respect of the claim; and;
 - c. May advise **You** that the contract has been terminated with effect from the time of the fraudulent act.
- If the **Underwriter** exercises its right under clause 20.c:
- d. The **Underwriter** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the **Underwriters** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and;
 - e. The **Underwriter** need not return any of the premiums **You** have paid.

21. TRADE, BUSINESS OR PROFESSION

Any **Claim** arising from the ownership, use or occupation of the **Property** for the conduct of any profession, business or trading activity other than the letting of that **Property**.

22. MULTIPLE TENANTS

Any **Claim** relating to any dispute with multiple **Tenants** on a single **Property** where their liability is not joint and several.

23. RENT, RATES AND LAND TRIBUNALS

Any **Claim** relating to rent registration, rent reviews, extension of a lease or any land tribunals which, in the first instance, fall within the jurisdiction of rent, rates or land tribunals unless **You** are defending **Legal Proceedings** brought by **Your Tenant**.

24. MINING, SUBSIDENCE AND HEAVE

Claims arising from any dispute which relates to mining or other subsidence and heave.

25. GOVERNMENT PUBLIC OR LOCAL AUTHORITY

Claims arising from any dispute with any government, public or local authority concerning:

- i. the compulsory purchase, confiscation, nationalisation, requisition or destruction of or restrictions or controls placed on or damage to any **Property**.
- ii. the actual, planned or proposed construction, demolition, closure, adoption or repair of roads, buildings, housing or other works except and only to the extent that the **Claim** relates to accidental damage arising from such activities.
- iii. the imposition of statutory charges.
- iv. any other cause of action unless **You** have suffered or could suffer pecuniary loss if **Legal Proceedings** are not pursued or defended.

26. INTELLECTUAL PROPERTY

Claims relating to **Legal Proceedings** involving copyright(s), trademark(s), merchandise mark(s), unregistered design(s) or other intellectual property rights or secrecy and confidentiality agreement.

CLAIMS PROCEDURE AND CONDITIONS

CLAIMS PROCEDURE

1. **Claims** should be made as soon as possible, to the **Us** at the following address,
AmTrust Europe Limited
Market Square House
St James's Street
Nottingham
NG1 6FG
Tel: 0115 934 8829
Email: legalclaims@amtrusteu.co.uk
2. Please note that only **Claims** notified to **Us** during the **Period of Insurance** are covered by this insurance.
3. Once details of the **Claim** have been sent to **Us** and it has been accepted in writing, **We** will either supply the name(s) of one or more solicitors or other suitably qualified and experienced person from **Our** panel to act

on **Your** behalf or, in some cases, **We** may decide to carry out **Our** own investigation of the **Claim**.

4. Where the **Insured** becomes aware of an existing or potential **Claim** under the policy the **Insured** shall notify the **Us** immediately and in any event no more than 30 days after the **Insured Event**.
5. The **Insured** must comply with any advice given as to the future conduct of the dispute.
6. **We** will send the **Insured** a claim form which the **Insured** must complete giving a full and truthful report of the facts of the **Claim** and return it to **Us**.
7. The **Insured** must supply documentary evidence as requested by **Us** in the event that a **Claim** is made (this will include but will not be limited to a copy of the tenancy agreement and rental records).

COMPLAINTS PROCEDURE

- a. If **Your** complaint is about the way a policy was sold to **You**:
 - i. If at any time **You** have any query or complaint about the way the policy was sold, **You** should in the first instance refer to the advisor who sold the policy to **You**.
- b. If **Your** complaint is about the administration of **Your Claim**:
 - i. AmTrust Europe Limited aim to give **You** a high level of service at all times. However if **You** have a complaint about **Your Claim** please contact:
AmTrust Europe Complaints:
AmTrust Europe Limited
Market Square House
St James's Street
Nottingham
NG1 6FG
Tel: 0115 934 9852
Email: complaints@amtrusteu.co.uk
 - ii. **We** will confirm receipt of **Your** complaint within five working days and endeavour to resolve it within four weeks. If it will take the **Us** longer than four weeks **We** will tell **You** when **You** can expect an answer.

- iii. Alternatively, at any stage, **You** may have the right to contact the Financial Ombudsman Service who can review complaints from ‘eligible complaints’ which includes private individuals and sole traders and small partnerships with a yearly turnover of less than £1 million.
Further information can be found at: www.financial-ombudsman.org.uk
- iv. If **You** are still not satisfied **You** can contact:
Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR
Tel: 0800 023 4567 from landlines or
0300 123 9 123 from mobiles.
Email:
complaint.info@financial-ombudsman.org.uk
Web: www.financial-ombudsman.org.uk
- v. The complaints procedure above does not affect any legal right **You** may have to take action against **Us**.

LEGAL ADVICE

The helpline services may be used to discuss any legal problem concerning **You**.

If **You** are concerned about any legal issue affecting **You** simply telephone 0115 934 9800.

CANCELLATION

- a. **Your** Cancellation Rights:
 - 1. Before **You** accept this policy **You** have 14 days to review **Your** policy wording. If **You** are not totally happy with this policy and **You** have not made a **Claim** **You** can contact **Your** broker requesting that **Your** insurance is cancelled and that any monies paid be returned. **We** will then cancel **Your** insurance.
 - 2. Written or verbal confirmation of the cancellation of the policy may be given at any time by **You** or by **Us**. If **You** do not exercise **Your** right to cancel within the cooling off period the policy premium becomes due and the policy may run

for its full term. **You** will be entitled to a proportionate return of the premium in respect of the unexpired **Period of Insurance**. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

- 3. **You** may cancel the policy by contacting **Your** agent. Details can be found in **Your** policy schedule.
- b. **Our** Cancellation Rights:
We may cancel this policy by giving **You** fourteen (14) days’ notice in writing sent to **Your** last known address. **You** will be entitled to a proportionate return of the premium in respect of the unexpired **Period of Insurance**. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.
- c. **Your** policy may be cancelled by **Us** in the event of an **Insured** person making a claim of a fraudulent or false nature. In these circumstances there will be no return of premium.

WHOLE AGREEMENT

AmTrust Europe Limited, whose registered office is at Market Square House, St James’s Street, Nottingham, NG1 6FG, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 202189. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk or by calling 0800 111 6768. AmTrust Europe Limited is registered in England and Wales under number 01229676.

The **Underwriter** 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 circumstances of the **Claim**. Most insurance contracts are covered for 90% of the **Claim**. Further information is available from the Financial Conduct Authority or the FSCS. The FSCS can be visited on the internet at www.fscs.org.uk or telephone 0207 741 4100.

PRIVACY & DATA PROTECTION NOTICE

1. DATA PROTECTION

AmTrust Europe Limited (the Data Controller) are committed to protecting and respecting your privacy in accordance with the current Data Protection Legislation (“Legislation”). Below is a summary of the main ways in which we process your personal data, for more information please visit our website at www.amtrusteurope.com

2. HOW WE USE YOUR PERSONAL DATA AND WHO WE SHARE IT WITH

We may use the personal data we hold about you for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide you with information, products or services that you request from us or which we feel may interest you. We will also use your data to safeguard against fraud and money laundering and to meet our general legal or regulatory obligations.

3. SENSITIVE PERSONAL DATA

Some of the personal information, such as information relating to health or criminal convictions, may be required by us for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for us to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in our notice.

4. DISCLOSURE OF YOUR PERSONAL DATA

We may disclose your personal data to third parties involved in providing products or services to us, or to service providers who perform services on our behalf. These include our group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical

service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

5. INTERNATIONAL TRANSFERS OF DATA

We may transfer your personal data to destinations outside the European Economic Area (“EEA”). Where we transfer your personal data outside of the EEA, we will ensure that it is treated securely and in accordance with the Legislation.

6. YOUR RIGHTS

You have the right to ask us not to process your data for marketing purposes, to see a copy of the personal information we hold about you, to have your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask us to provide a copy of your data to any controller and to lodge a complaint with the local data protection authority.

7. RETENTION

Your data will not be retained for longer than is necessary, and will be managed in accordance with our data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with you, unless we are required to retain the data for a longer period due to business, legal or regulatory requirements.

If you have any questions concerning our use of your personal data, please contact The Data Protection Officer, AmTrust International - please see website for full address details.



ABACUS is a trading style of Alan Blunden & Co Ltd who are Authorised and Regulated by the Financial Conduct Authority.

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