

Landlord's Legal Expenses with Rent Guarantee Policy Wording

**Arranged by:
Motorplus Limited with Qdos Broker & Underwriting Services Limited**

**Underwritten by:
UK Underwriting Limited with Ageas Insurance Limited**

About this Policy

This Policy has been arranged by Motorplus Limited and Qdos Broker & Underwriting Services Limited and is underwritten by UK General a trading name of UK Underwriting Limited on behalf of:

Ageas Insurance Limited, Registered in England No. 354568. Registered Office: Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

Motorplus Limited, Qdos Broker & Underwriting Services Limited, UK Underwriting Limited, and Ageas Insurance Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

Legal Advice

You can obtain telephone legal advice on UK Law by telephoning the Qdos Legal Advice Line. The telephone number can be found on your Policy Schedule, you will need to quote your Policy Number.

Advice can be sought on a wide range of areas of law, including Employment, Tax, Health & Safety and Contract. The advice is provided by qualified consultants and is confidential and impartial. Conversations may be recorded in the interests of quality of advice and training.

The Qdos Legal Advice Line is not empowered to give advice on the admissibility of any claim under this Policy. If you wish to make a claim or have a query about the Policy cover you must contact our Claims Department.

Claims

To notify a claim please contact the Qdos claims department on 01455 850000 or write to:

Qdos Broker & Underwriting Services Limited
Qdos Court
Rossendale Road
Earl Shilton
Leicestershire
LE9 7LY

You should provide your Policy Number and a description of the claim's circumstances. A claim form will then be provided which you should complete and return without delay. Please note that in certain circumstances we will choose suitable legal representation to act upon your behalf.

Landlord's Legal Expenses with Rent Guarantee Policy Wording

This is a "claims made" insurance policy. This insurance only covers *claims* notified within the *period of insurance*.

The *insured* has submitted a written proposal, declaration or renewal declaration to the *insurer* it is agreed this shall form the basis for the issue of this Policy.

The *insurer* agrees in consideration of the premium to indemnify the *insured* to the extent and in the manner provided within this Policy.

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

Definitions

Each of the words or phrases listed below will have the same meaning wherever they appear in *italics* throughout this Policy.

Adviser

A solicitor or other appropriately qualified person or firm as approved by the *insurer* who is appointed to represent the *insured* in accordance with the terms of this Policy.

Advisers' costs

Reasonable legal fees incurred by the *adviser* up to the hourly rate shown in the Qdos fee scale ruling at the time the *adviser* is instructed and disbursements essential to the *insured's* case. Legal costs shall be assessed on the standard basis and third party's costs shall be covered if awarded against the *insured* and paid on the standard basis of assessment.

Claim

A *claim* under this Policy for *advisers' costs* in *proceedings* and/or *rent* following an *insured event* which occurs during the *period of insurance* and within the *territorial limits*.

Deposit

The sum of money collected from the *tenant* and held by the *insured* or his agent as an indemnity for losses incurred by the *insured* arising from the *tenant* failing to perform his obligations set out in the *tenancy agreement*. A minimum amount equal to one months *rent* must be retained as the *deposit*.

Dilapidations inventory

A full and detailed inventory of the *insured's* contents and their condition within the *insured property* which has been signed by the *tenant*.

Excess

The amount that the *insured* is liable to pay before any *claim* payment is made under this Policy.

Guarantor

The individual or organisation shown in the *tenancy agreement* and the Policy Schedule that has received a *tenant reference* and provided a financial guarantee of the

tenant's performance of his obligations under the *tenancy agreement*.

Insured

The Landlord shown in the Policy Schedule and on the *tenancy agreement* who has paid the premium. If the *insured* dies, his personal representatives will be covered to pursue cases covered by this insurance on behalf of the *insured* that arose prior to the *insured's* death.

Insured event

An incident or the first of a series of incidents where the *tenant* fails to perform his obligations set out in the *tenancy agreement* relating to the rightful occupation of the *insured property*. Only one *insured event* shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time under the *tenancy agreement*.

Insured property

The residential property shown in the Policy Schedule and the *tenancy agreement*.

Insurer

UK Underwriting Limited on behalf of Ageas Insurance Limited. UK Underwriting Limited is an *insurers'* agent and in the matters of a *claim* act on behalf of the *insurer*.

Limit of indemnity

The maximum payable in respect of an *insured event*.

Period of insurance

The period shown on the Policy Schedule.

Proceedings

The pursuit of civil legal cases for damages or injunctions against the *tenant* or *guarantor* within the *territorial limits* arising from an *insured event*.

Qdos

Qdos Broker & Underwriting Services Limited which manages *claim* settlements on behalf of the *insurer* and to whom any notification of *claim* must be made. Also an insurance intermediary who has been delegated the authority to bind cover by the *insurer*.

Rent

The monthly amount payable by the *tenant* to the *insured* as set out in the *tenancy agreement* and shown in the Policy Schedule.

Tenancy agreement

A *tenancy agreement* between the *insured* and the *tenant* in relation to the *insured property* which is: -

- (a) an Assured Shorthold Tenancy Agreement as defined within the Housing Act 1988 (as amended), or
- (b) a Company Residential Tenancy (Company Let) created after 28th February 1997 where the *tenant* is a public limited company (plc) or limited company (Ltd) and the *insured property* is let purely for residential purposes, or
- (c) a written common law residential *tenancy agreement* created after 28th February 1997 between individuals where the *rent* is in excess of £25,000 per annum. The initial

tenancy agreement must be for a fixed term of no more than 12 months.

Tenant

The occupier of the *insured property* named in the *tenancy agreement* as the *tenant* who has received a *tenant reference* and is shown in the Policy Schedule.

Tenant reference

A credit check showing no outstanding County Court Judgements obtained from a licensed credit referencing company, together with copies of 2 forms of identification, one of which must contain a photograph, and a written employers reference or if the above is not available or in the case of students and DSS *tenants*, a credit reference with a 'Pass' rating from a Qdos approved *tenant* referencing agency.

Territorial limits

England, Scotland & Wales

This Policy Will Cover

The *insured* is only covered for the specific sections of cover shown as operative in the Policy Schedule.

Section 1 – Advisers' costs

The *insured* is covered for *advisers' costs* in *proceedings* up to the *limit of indemnity* if an *insured event* occurs during the *period of insurance* and the amount in dispute exceeds £250 including VAT.

Section 2 – Rent protection

The *insured* 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* occurs and the *insured* is, where appropriate, pursuing *proceedings* under this Policy.

A full month's *rent* must be in arrears after deduction of the *excess*.

Rent is only payable during the period of the *tenancy agreement* or until vacant possession has been gained, whichever happens sooner.

The *claim* must be made during the *period of insurance*.

Exclusions specific to the performance of the tenancy agreement

1. An *insured event*:

- a) Which is not reported to Qdos within 45 days of it occurring.
- b) Within the first 90 days of the *period of insurance* where the *tenancy agreement* commenced before the *period of insurance*.
- c) Where the *tenancy agreement* commences more than 45 days after the *tenant reference*.
- d) Where the *insured* fails to provide evidence relating to a *tenant reference*.

- e) Arising from or connected to the *insured's* performance of his obligations under the *tenancy agreement*.
 - f) Arising from dilapidations unless the missing or damaged items were contained within the *dilapidations inventory*.
 - g) Where the amount in dispute is less than £250 including VAT.
 - h) Falling within the jurisdiction of the Rent Assessment Committee, the Lands Tribunal or the Leasehold Valuation Tribunal.
 - i) Relating to the payment or non payment of service charges as defined within the Landlord and Tenant Act 1985 (as amended).
2. A *claim*:
- a) Where there are insufficient prospects of success in the *proceedings* due to the terms of the *tenancy agreement* being un-enforceable.
 - b) Arising from a dispute between the *insured* and his agent or mortgage lender.

Conditions relating to the Tenancy agreement

1. The *insured property* must be residential and remain solely for residential use.
2. The *tenant* must be aged 18 years or over.
3. The *insured* or his agent must not allow the *tenant* into possession of the *insured property* until:
 - a) The *tenancy agreement* has been signed by all parties.
 - b) A *tenant reference* has been obtained.
 - c) All necessary statutory pre-grant notices to the *tenant* have been issued.
 - d) The first months *rent* and the *deposit* have been received in cash or cleared funds.
 - e) The *dilapidations inventory* has been signed by the *tenant*.
4. During the *tenancy agreement* the *insured* or his agent must:
 - a) Keep full and up to date rental records.
 - b) Not allow the *tenancy agreement* to be transferred to any other individual or organisation.

Conditions specific to Section 2 Rent Protection

1. *Rent* will be paid in accordance with the above and monthly in arrears at a rate of 1/30th for each continuous day that it is in arrears.
2. One full month's *rent* must be in arrears after deduction of the *excess*.
3. If the *tenant* is claiming Housing Benefit, *rent* will not be paid until the outcome of the Housing Benefit claim is known. If the *tenant's* Housing Benefit claim is rejected, *rent* will be paid under the Policy backdated to the date that the *insured* could first *claim*. There is no cover under the Policy for any shortfall between the amount paid to the *tenant* as Housing Benefit and the *rent*.
4. If the *deposit* is more than the *excess*, the cover under the Policy 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 the *insured*.

General Exclusions

1. There is no cover where:
 - a) The *insured event* began to occur or had occurred before the *insured* purchased this insurance.
 - b) The *insured* should reasonably have realised when purchasing this insurance that a *claim* under this insurance might occur.
 - c) The *insured* fails to give proper and prompt information or evidence to Qdos.
 - d) The *insured's* act, omission or delay prejudices the *insurer's* position in connection with the *proceedings* or prolongs the length of the *rent claim*.
 - e) The *insured* acts without or contrary to the advice or agreement of Qdos or the *adviser*.
 - f) The *insured* has breached a Condition of this Policy.
 - g) *Advisers' costs* have not been agreed in advance or are above those for which Qdos has given its prior written approval.
2. There is no cover for any *claim* arising from:
 - a) Works undertaken or to be undertaken by or under the order of any government or public or local authority including compulsory purchase.
 - b) Subsidence, mining or quarrying activities.
 - c) War, riot, radioactive contamination, nuclear accident and similar risks.
 - d) Planning law including Town and Country Planning.
 - e) The construction of or structural alteration to buildings.
 - f) Defamation or malicious falsehood.
 - g) Divorce, matrimonial matters or *proceedings* including ancillary relief, parental responsibility and contact, or affiliation.
 - h) An application for Judicial Review.
 - i) A novel point of law.
3. There is no cover:
 - a) For *advisers' costs* incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party.
 - b) For damages, interest, fines or costs awarded in criminal courts or any other penalties.
 - c) Where the *insured* has other legal costs insurance cover.
 - d) For *claims* made by or against Qdos, the *insurer* or the *adviser*.
 - e) For appeals without the prior written consent of Qdos.
 - f) For disputes in relation to the sale, purchase or adverse possession of the *insured property*.
 - g) Prior to the issue of court *proceedings*, for the costs of any legal representative other than those of the *adviser* unless expressly agreed by Qdos. Such agreement is entirely at the discretion of Qdos.
 - h) Where the *claim* is false, fraudulent or arises from a criminal act or omission of the *insured*.
 - i) If the *insured* or his agent gave any false or misleading information when he applied for the *tenant reference* or for this insurance cover or,

- j) Where the *tenant* received a *tenant reference* subject to a *guarantor* and the *guarantor* was not correctly assigned to the *tenancy agreement*.

4. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

General conditions

1. Cancellation

This Policy may be cancelled in writing at any time by the *insured* by giving immediate written notice to the *insurer*. The *insurer* may also cancel this Policy by giving 7 days written notice to the *insured*. In the event of cancellation the *insured* will be entitled to a full refund of premium if the Policy is cancelled within the first 14 days. There will be no refund of premium if the *insured* has notified a claim during the period of insurance or if the policy is cancelled after 14 days.

2. Claims

- a) The *insured* must notify *claims* as soon as reasonably possible within 45 days of the *insured* Incident and complete the *claim* form. This must be returned promptly with all relevant information.
- b) If *rent* is overdue the *tenant* must be contacted within 7 days to establish the reason for the default. If the *rent* is not paid within a further seven days the *tenant* must be contacted again.
- c) If the *tenant* cannot be contacted, and it is lawful to do so, the *insured* or his agent must serve notice of a requirement to undertake an inspection in accordance with the *insured's* obligations within the *tenancy agreement* and visit the *insured property*. The *insured* or his agent should seek legal advice if he is unsure that such an inspection is lawful.
- d) The *insured* and his agent must act promptly to gain vacant possession of the *insured property* and recover *rent* arrears.
- e) In the event of a *claim* the *insured* or his agent must prepare a detailed schedule of dilapidations as soon as reasonably possible after the *tenant* has vacated the *insured property*.
- f) The *insured* and/or his agent will attend any court hearing in relation to an *insured event* if requested to do so by Qdos or the *adviser*. Failure to attend will result in all cover under this Policy being withdrawn with immediate effect and no further *claim* payments being made.
- g) Qdos may investigate the *claim* and take over and conduct the *proceedings* in the *insured's* name.
- h) Subject to the *insured's* consent which shall not be unreasonably withheld, Qdos may reach a settlement of the *proceedings*.
- i) The *insured* must supply at his own expense all of the information which Qdos reasonably requires to decide whether a *claim* may be accepted. If Court *proceedings* are required and the *insured* wishes to

nominate an alternative legal representative to act for him he may do so. The *adviser* must:-

- i. Confirm in writing that he will enable the *insured* to comply with his obligations under this insurance.
 - ii. Agree with Qdos the rate at which his costs will be calculated. If no agreement is reached the Law Society will be asked to nominate an *adviser* and this nomination shall be binding.
- j) The *adviser* will:-
- i. Provide a detailed view of the *insured's* prospects of success including the prospects of enforcing any judgement obtained.
 - ii. Keep Qdos fully advised of all developments and provide such information as Qdos may require.
 - iii. Keep Qdos regularly advised of *advisers' costs* incurred.
 - iv. Advise Qdos of any offers to settle and payments in to court. If contrary to the advice of Qdos such offers or Payments are not accepted there shall be no further cover for *advisers' costs* unless Qdos agrees in its Absolute discretion to allow the case to proceed.
 - v. Submit bills for assessment or certification by the appropriate body if requested by Qdos.
 - vi. Attempt recovery of costs from third parties.
- k) In the event of a dispute arising as to *advisers' costs*, Qdos may require the *insured* to change *adviser*.
- l) The *insurer* shall only be liable for costs for work expressly authorised by Qdos in writing and undertaken while there are reasonable prospects of success.
- m) The *insured* shall supply all information requested by the *adviser* and Qdos.
- n) The *insured* is liable for any *advisers' costs* if he withdraws from the *proceedings* without the prior consent of Qdos. Any costs already paid by Qdos will be reimbursed by the *insured*.
- o) Qdos, on behalf of the *insurer* has the right under subrogation to pursue *proceedings* against the *tenant* to recover *advisers' costs* and *rent*.

3. Disputes

Any dispute between the *insured* and Qdos or the *insurer* shall be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

4. Renewals

Neither Qdos nor the *insurer* is bound to give notice when this policy becomes due for renewal.

5. Reasonable Prospects

At any time Qdos, on behalf of the *insurer*, may form the view that the *insured* does not have a reasonable prospect of success in the action he is proposing to take or is taking. If so, Qdos may decline support or any further support. In forming this view Qdos may take into account:-

- a) The amount of money at stake.
- b) The fact that a reasonable person without this insurance would not wish to pursue the matter.
- c) The prospects of being able to enforce a judgement.
- d) The fact that the *insured's* interests could be better achieved in another way.
- e) The prospects of recovery.

6. Governing Law

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

7. Tenant Referencing

A *tenant reference* must be obtained before the *insured* allows the *tenant* possession of the *insured property*.

The *insured* must be able to present the following information in the event of a *claim*:

- a) For professional lets only:
 - Two forms of identification from the *tenant*, one containing a clear photograph.
 - Confirmation of employment.
 - A credit check, clear of CCJ's, at the start of the tenancy.
- b) For professional, student and/or DSS lets
 - A full *tenant reference* from an approved referencing company.

Claims

Claims must be notified within 45 days of the *insured event*. Failure to notify the *claim* within this time will invalidate the insurance cover.

If *rent* is overdue the *tenant* and any *guarantor* must be contacted within seven days to establish the reason for the arrears. If the *rent* is not paid within a further seven days the *tenant* and any *guarantor* must be contacted again. If the *tenant* can not be contacted, and it is lawful to do so, the *insured* or his agent must serve notice of a requirement to undertake an inspection in accordance with the *insured's* obligations within the *tenancy agreement* and then visit the *insured property*. The *insured* or his agent should seek legal advice if he is unsure that such an inspection is lawful.

Legal Costs

This insurance only covers legal fees incurred by the *adviser* appointed by Qdos until court *proceedings* are issued. If court *proceedings* are issued, the *insured* may nominate another solicitor to act for him.

Claims Line (Reporting a Claim)

To report a *claim* the *insured* should telephone 01455 850000 and quote the Policy Number displayed on the Policy Schedule.

A *claim* form will be sent out by e-mail, fax or post within 24-hours. The *claim* form is required to be completed and returned along with supporting documentation within five days of it being received.

The *claims* line operates from 09:00 to 17:30 Monday to Friday (exc. Bank Holidays).

What happens next?

The *claim* will be assessed and if accepted and deemed appropriate, an Enquiry Agent will visit the *tenant* and any *guarantor*. If the Enquiry Agent is unable to reach an agreement with the *tenant* to remedy his failure to perform his obligations under the *tenancy agreement* Qdos will appoint the *adviser* to act for the *insured* in the *claim*.

Any *rent* arrears covered under the insurance will generally be paid within 21 days from the end of the month they became due. The *insured* or his agent will be required to complete a continuation *claim* form before each *rent claim* payment is made.

The *insured* or his agent must give all information requested by Qdos or the *adviser* within five days of receiving the request for that information.

The *insured* or his agent must attend any court hearing if requested by the *adviser*.

This claims procedure should be read in conjunction with the main terms and conditions of the Policy.

Complaints

It is the intention to give you the best possible service but if you do have any questions or concerns about this insurance or the handling of a claim you should in the first instance contact:

The Chief Executive Officer
Qdos Broker & Underwriting Services Limited
Qdos Court
Rossendale Road
Earl Shilton
Leicestershire
LE9 7LY

Tel: 01455 850000
Fax: 01455 841000

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

In the event you remain dissatisfied and wish to make a complaint, you can do so by contacting the following:

The Customer Relations Manager
UK General
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ

Tel: 0845 218 2685
Email: customerrelations@ukgeneral.co.uk

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 €2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
Docklands
London
E14 9SR

Tel: 0845 080 1800

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

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme in the unlikely event that Ageas Insurance Limited cannot meet their financial responsibilities. The FSCS will meet 90% of your claim, without any upper limit. You can obtain further information about compensation scheme arrangements from the FSCS at www.fscs.org.uk, or by phoning 0207 892 7300.

Data Protection Act 1998

Please note that any information provided to Motorplus Limited, Qdos Broker & Underwriting Services Limited, UK Underwriting Limited and/or Ageas Insurance Limited will be processed in compliance with the provisions of the Data Protection Act 1998.