



## Landlord's Protection Policy Wording

Please read carefully and retain



FORWARD

# HomeLet Landlord's Protection Policy

## Welcome to HomeLet, here is your new policy

Your policy schedule sets out which sections of cover you have purchased and your sums insured. Please examine this policy, your schedule and any endorsement pages to make sure that they give you protection according to your present needs. If at any time you wish to add to your cover or revise the cover you currently have, then please let us know – your policy is designed for easy amendment or extension and an updated schedule or endorsement page will be issued each time there is an alteration to sums insured or cover. Your policy is index-linked and revised sums insured applicable at renewal will be advised to you on your renewal notice. Please ensure that this gives you an adequate sum insured.

## Our Promise of Service

We aim to provide all our customers with a first class standard of service. Should you wish to contact us or if you are unhappy with the service you receive, or have any cause for dissatisfaction you should in the first instance contact us either by writing to us at:  
HomeLet Customer Service Department  
Becor House  
Green Lane  
Lincoln  
LN6 7DL

You can telephone our Customer Service Department on **0845 117 6000**  
Or send us a fax on **0845 117 6001**  
Or send us an e-mail to **enquiries@homelet.co.uk**  
Or visit our website at **www.homelet.co.uk**

When contacting us please quote your policy number.

Should your concern not be resolved to your satisfaction you can either contact your insurer direct, full details for which are provided below, or you can write to the General Insurance Standards Council, of which HomeLet is a member. You can write to them at 110 Cannon Street, London, EC4N 6EU, telephone them on 020 7648 7810 or contact them by e-mail at enquiries@gisc.co.uk. Alternatively you can contact the Association of British Insurers Consumer Information Department at 51 Gresham Street, London EC2V 7HQ or the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR.  
Your policy is administered by HomeLet on behalf of the Insurers listed below. HomeLet is a trading name of Hanover Park Commercial Limited.

## Our Insurers

### Rent Guarantee and Legal Expenses

The Rent Guarantee and Legal Expenses sections of your policy are underwritten by DAS Legal Expenses Insurance Company Limited. Their address is DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.

## How to make a Claim

### Rent Guarantee and Legal Expenses

In the event that you need to make a claim simply telephone our Customer Service Department on 0845 117 6000. Our lines are open Monday to Friday 8.30am - 6.00pm.

### Law Applicable to this Contract

The parties to a contract of insurance covering a risk in the United Kingdom are allowed to choose the law applicable to that contract. The law applicable to this contract will be that of the country where the policyholder is usually resident where this is within the United Kingdom, the Channel Islands or the Isle of Man. Otherwise English law will apply.

### Definition of Words

At the beginning of each Section of your policy certain words have been defined. Defined words have the same meaning wherever they are used in that Section or your Policy Schedule and they and other important words are highlighted by the use of bold print.

# RENT GUARANTEE & LEGAL EXPENSES INSURANCE

## Definition of Words

### Administrator

HomeLet, Becor House, Green Lane, Lincoln, LN6 7DL;

### Deposit

the sum of money held by the **Landlord** or the **Landlord's** agent as security for the performance of the Tenant's obligations;

### Event

means one of the following:

(i) the **Tenant's** failure to deliver up to the **Landlord** vacant possession of the Property upon the expiry of a notice requiring possession served pursuant to section 21 Housing Act 1988 (as amended by the Housing Act 1996);

(ii) an incident or circumstances which give rise to a claim for possession by the **Landlord** upon one or more grounds for possession as set out in Schedule 2, Housing Act 1988 (as amended by the Housing Act 1996);

(iii) occupation of the Property by person or persons unknown to the **Landlord** and or persons allowed into occupation by a lawful **Tenant** but without the **Landlord's** authority;

(iv) an incident or circumstances which give rise to a claim by the Insured against the **Tenant** for damages for failing to return the Property to the Insured in the same condition of repair and cleanliness, as that, at which it was in at the commencement of the Tenancy;

### Excess

the first amount, as shown in the **Schedule** of any claim resulting from the same incident;

### Landlord

the person(s) or company, being the person entitled to the reversionary interest in the **Property**, whom enters into a **Tenancy** agreement with the **Tenant** and is the beneficiary of the **Policy**, as specified in the **Schedule**;

### Insurer

DAS Legal Expenses Insurance Company Limited.

### Limit of Indemnity

the amount payable by the **Insurer** under this **Policy** for all **Professional Costs** and payments of **Monthly Benefit** in respect of any **Event**. The maximum amount payable by the **Insurer** in respect of all **Events** occurring during any **Term** is £50,000;

### Monthly Benefit

means the sum of money paid each month by the **Insurer** to the **Landlord** in the event of a successful claim and as defined in the **Schedule**;

### Offer

has the same meaning as that attributed to it by Part 36 Civil Procedure Rules 1996;

### Period of Guarantee

is that as described in the **Schedule** provided that the **Landlord** has paid and the **Insurer** has accepted the **Relevant Payment** for each Period of Guarantee;

### Policy

means this written undertaking between the **Insurer** and **Landlord**;

### Proceedings

civil Court action or Arbitration or Appeal arising therefrom;

### Professional Adviser

the solicitor or accountant or other appropriately qualified person, firm or company appointed under the terms of the **Policy** to act for the **Landlord**;

### Professional Costs

means in respect of an **Event**, un-recovered 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 **Landlord** may be made liable by order of a court or by agreement;

### Property

means the residential premises at the address specified in the **Schedule**;

### Prospect of Success

the **Landlord's** likely success in the **Proceedings** decided according to the terms of the **Policy**;

### Relevant Payment

the premium payable by the **Landlord** to the **Insurer** for the Legal Expenses and Rent Policy;

### Rent

the amount payable under the **Tenancy** as shown on the **Schedule**;

### Schedule

the document issued to the **Landlord** on behalf of the **Insurer**, which specifies details of the **Landlord's** cover under the Policy

### Start Date

the date specified as the **Start Date** in the **Schedule**.

### Tenancy

an Assured Shorthold **Tenancy** as defined in the Housing Act 1988 and corresponding legislation in Scotland, Northern Ireland or the Isle of Man, and any amending legislation;

### Tenant

the occupier of the **Property** by virtue of a **Tenancy** agreement;

### Term

the period specified in the **Schedule**

## Exclusions

### 1. Eligibility

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

- (i) the **Tenant** must be at least 18 years of age
- (ii) the **Landlord**, or the managing agent acting on his behalf, must ensure that the following procedures are adhered to.

The **Landlord** must:

- (a) not allow a **Tenant** into possession of the **Property** other than on the basis of an already completed written **Tenancy** agreement duly signed by all parties;
- (b) 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**;
- (c) ensure that, prior to the granting of any cover, all **Tenants** are either:
  - satisfactorily referenced by the HomeLet Referencing Service or
  - satisfactorily referenced by another licensed referencing service that has been approved, in writing, by HomeLet or
  - HomeLet has received the **Tenants** references and has confirmed in writing that they are acceptable

and that any conditions attached to the references provided have been met.

- (d) not enter into a **Tenancy** agreement where a person has been requested to stand surety for the **Tenant** unless that person has been referenced in accordance with the criteria set out in paragraph 1(ii)c above and that person has entered into a legally enforceable Guarantee in favor of the **Landlord**;
- (e) not allow any **Tenant** into occupation of the **Property** until the first month's **Rent** and **Deposit** payment has been paid in cash or payment has cleared in the **Landlord's** or managing agents bank account;
- (f) prepare prior to the granting of the **Tenancy**, a detailed inventory of the contents and condition of the **Property**.

### 2. Terms Of Cover

For cover to continue under the **Policy**, the **Landlord** or the managing agent acting on their behalf must:

- (i) Keep a clear record of all **Rent** due and payments received including the date of any payment received;
- (ii) Upon vacant possession being obtained, prepare a detailed inventory of the contents and condition of the **Property** together with, if applicable, a schedule of dilapidations;

### 3. Legal Expenses Cover

If during a **Period of Guarantee** an **Event** occurs, the **Insurer** will provide to the **Landlord** indemnity for fees not otherwise recoverable for **Professional Costs** incurred in the pursuit or defense of a civil claim relating to that **Event**;

## 4. Legal Expenses Exclusions

- (i) The **Policy** will not cover any claim:
  - (a) where there is an insufficient **Prospect of Success**;
  - (b) where the **Event** had commenced or occurred before the first **Period of Guarantee**;
  - (c) where the **Tenancy** commenced before the first **Period of Guarantee** began and the **Event** occurs within 90 days of the **Start Date**;
  - (d) where at or prior to the start of the first **Period of Guarantee** the **Landlord** in the reasonable judgment of the **Insurer** should have realized that a claim might occur;
  - (e) where the **Landlord** fails to promptly provide evidence or information reasonably required by the **Insurer** or the **Administrator** to establish whether support can be provided for a **Landlord** under the **Policy**;
  - (f) where the **Landlord** or anyone acting on behalf of the **Landlord** is responsible for anything which in the reasonable opinion of the **Insurer** prejudices either the **Landlord's** or the **Insurer's Prospect of Success** in the prosecution, defence or settlement of the **Proceedings**;
  - (g) where the **Landlord** acts without the consent of the **Insurer** or contrary to or in a manner different from the advice of the **Insurer** or the **Professional Adviser**
  - (h) where the **Landlord** has failed to adhere to the eligibility criteria and terms of cover specified in the **Policy**
  - (i) which is false, fraudulent or arises from any deliberate criminal act or omission of the **Landlord**;
  - (j) unless the **Administrator** is promptly notified of the **Event** by receipt of a fully-completed Claim Form together with supporting documents, providing a full and truthful account of the facts of the claim, to be received by the **Administrator**
    - (i) no later than sixty days after the **Event** occurs; or
    - (ii) in the case of **Rent** arrears accruing no later than seven days after the balance of **Rent** unpaid exceeds a sum equivalent to two months **Rent** or no later than ninety days after the first arrears accrue whichever is the sooner;
  - (k) arising from war, riot, radioactive contamination, nuclear accidents and similar risks;
  - (l) where the amount in dispute is less than £250;
  - (m) in a dispute or conflict of interest between the **Landlord** and the **Insurer** or the **Administrator**, mortgage lender, property agent or **Professional Adviser**;
  - (n) relating to the damage or loss of the items not contained in an inventory prepared by the **Landlord** or the **Landlord's** agent and signed by the **Tenant** prior to or at the commencement of the **Tenancy**;
  - (o) arising from:
    - (i) subsidence or mining or quarrying activities;
    - (ii) the compulsory purchase, placing of restrictions or any other action by any government, public or local authority;

- (iii) planning law including the Town and Country Planning Legislation;
- (iv) the construction of or structural alteration to buildings or parts of buildings;
- (v) libel or slander or malicious falsehood;
- (p) for an application for a Judicial Review or for an appeal unless the **Insurer** has given their prior written consent to such costs being incurred;
- (q) falling within the jurisdiction of a Rent Assessment Committee, the lands tribunal or the leasehold valuation tribunal;
- (r) relating to the payment or non payment of service charges as defined in the Landlord and Tenant Act 1985 (as amended); or
- (s) for damages, interest, fines or other penalties.

## 5. Legal Expenses Limit of Cover

- (i) There is no cover for **Professional Costs** that are:
  - (a) incurred in avoidable correspondence;
  - (b) incurred prior to written confirmation from the **Insurer** that the claim has been accepted;
  - (c) in excess of the **Limit of Indemnity** in aggregate with Rent Guarantee Cover;
  - (d) in excess of those for which the **Insurer** has given its prior approval in accordance with the terms and conditions of the **Policy**
  - (e) recoverable from a court, tribunal or elsewhere; or
  - (f) Incurred in respect of any claim where the **Landlord** is, or but for the existence of this policy the **Landlord** would be, entitled to indemnity under any other policy or Guarantee.
- (ii) The **Insurer** will not be liable for any **Excess** specified in the **Schedule**.

## 6. Rent Guarantee Cover

- (i) **Monthly Benefit** will be paid by the **Insurer** in respect of arrears of **Rent** owed on a **Property** by the **Tenant** to the **Landlord**, for up to 12 months or until vacant possession has been gained, whichever happens soonest, subject to the following:
  - (a) such arrears commenced during the **Period of Guarantee**
  - (b) the **Administrator** is promptly notified of the **Event** by receipt of a fully-completed Claim Form together with supporting documents, providing a full and truthful account of the facts of the claim, to be received by the **Administrator** no later than seven days after the balance of **Rent** unpaid exceeds a sum equivalent to two months **Rent** or no later than ninety days after the first arrears accrue whichever is the sooner;
  - (c) action is taken promptly to gain vacant possession of the **Property** 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;

- (d) the **Insurer** has the right at any time under subrogation to pursue **Proceedings** against the **Tenant**
- (ii) The following provisions take effect once vacant possession has been obtained in accordance with paragraphs 6 (i) (a-d) above;
  - (a) after the **Landlord** has recovered vacant possession the **Monthly Benefit** will cease to be payable until such time that the **Property** is in a suitable condition to be let upon a further **Tenancy**. When the **Property** is in a suitable condition to be let, and provided that the **Property** is made available for letting, then benefit will be paid at 50% of the **Monthly Benefit**, however all benefit will cease upon:
    - (i) the **Property** being let on a new **Tenancy**; or
    - (ii) three months from the date of vacant possession whichever shall be the sooner.
  - (b) once vacant possession is obtained if the **Property** is to be re let, the **Rent** must be set in accordance with the current market Rental value appropriate for the **Property**;
  - (c) the **Landlord** must accept any reasonable offer of **Tenancy**.

Benefit will be paid as stipulated in 6 (i) and 6 (ii) (a) above at a rate of 1/30th of the **Monthly Benefit** for each continuous day that **Rent** is in arrears or that vacant possession benefit is payable. The **Monthly Benefit** will be paid monthly in arrears and will only be paid if the terms and conditions of the **Policy** are met.

## 7. Rent Policy Exclusions

The **Policy** will not cover:

- (i) any claim which would be excluded under Section 4. of this **Policy**;
- (ii) The first months **Rent** arrears or a sum equivalent to the monthly **Rent** under the **Tenancy** whichever is the greater;
- (iii) **Rent** once the **Property** is re-let,
- (iv) periods for which the **Property** is not available for re-letting once vacant possession is obtained;
- (v) periods for which the **Property** is advertised for sale or is the subject of a contract for sale; or
- (vi) any interest on **Rent** arrears.

## 8. Rent Policy Limit of Cover

The **Insurer** shall not be liable for more than:

- (i) The **Limit of Indemnity** for Rent Guarantee Cover in aggregate with Legal Expenses; or
- (ii) A sum equivalent to 12 x the **Rent**; whichever is the lesser.

## 9. Alteration in Risk

The **Landlord** shall notify the **Insurer** as soon as they become aware of any alteration in risk which may materially affect the **Policy**. The **Landlord** may be required to pay an additional premium to the **Insurer**.

## 10. Claims Procedure

- i) If **Rent** is overdue the **Tenant** must be contacted by the **Landlord** or the **Landlord's** agent within seven days of the **Rent** falling due to attempt to ascertain why the **Rent** is unpaid. If the **Rent** remains unpaid, within a further seven days, the **Tenant** must be contacted by the **Landlord** or the **Landlord's** agent again.
- ii) If the **Landlord** or the **Landlord's** agent becomes aware of a potential claim the **Landlord** or the **Landlord's** agent shall notify the **Administrator** by sending to the **Administrator** a fully-completed Claim Form together with supporting documents, providing a full and truthful account of the facts of the claim, to be received by the **Administrator**, no later than 60 days after the **Event** occurs, save in the case of **Rent** arrears accruing, notification of the **Event** to the **Administrator** as described above must be no later than seven days after the balance of **Rent** unpaid exceeds a sum equivalent to two months **Rent**.
- iii) The **Landlord** must provide documentary evidence as requested by the **Insurer** in the event a claim is made.

## 11. Prospects of Success

If at any time during the claims procedure the **Professional Adviser** considers in his professional capacity that the **Landlord's Prospects of Success** in the **Proceedings** do not warrant continuing with the **Proceedings**, or that the interests of the **Landlord** can be better achieved by other means, the **Insurer** shall then be under no further liability to indemnify the **Landlord** in respect of the case. The **Insurer** shall provide the **Landlord** with a written explanation of their decision. If the **Landlord** disagrees with this decision, the dispute must be resolved in accordance with the **Insurer's** internal appeals procedure.

## 12. Conduct of the Proceedings

- i) The **Insurer** may make its own investigations into the claim and may, subject to the approval of the **Landlord** (which shall not be unreasonably withheld), attempt to reach a settlement of the **Proceedings**.
- ii) In any claim where the appointment of a **Professional Adviser** is appropriate, a **Professional Adviser** will be nominated to act for the **Landlord** by the **Insurer**.
- iii) The **Professional Adviser** must promptly inform the **Insurer** of:
  - a) their professional opinion as to the **Prospects of Success** of the **Landlord's Proceedings**; and
  - b) an estimate of the total costs likely to be incurred in the **Proceedings** with details of their charging rates.
- iv) The **Landlord** must immediately on the appointment of the **Professional Adviser** pay any **Excess** shown in the **Schedule** to the **Professional Adviser**.
- v) The **Professional Adviser** must keep the **Insurer** fully and promptly informed on the progress of the case, of any change in their opinion of the **Prospects of Success** and their estimate of costs during the **Proceedings**.
- vi) The **Insurer** will only meet the **Professional Costs**:
  - a) which have been agreed in advance by the **Insurer** as to both amount and purpose; and
  - b) while **Prospects of Success** in the **Proceedings** remain reasonable.

- vii) The **Insurer** reserves the right, and the **Landlord** agrees that the **Insurer** may take over conduct of any **Proceedings** in the name of the **Landlord**. The **Landlord** will cooperate and assist the **Insurer** in connection with the said conduct of the **Proceedings**.

## 13. Withdrawal and Discontinuance

If the **Landlord** withdraws from or discontinues the **Proceedings** without the prior agreement of the **Professional Adviser** then any **Professional Costs** incurred and third party costs will become the responsibility of and payable by the **Landlord**.

## 14. Co-operation

- i) The **Landlord** will co-operate with the **Insurer/Administrator** at all times and reply promptly to any correspondence connected with the claim.
- ii) The **Landlord** shall give promptly to the **Professional Adviser** all information requested and will meet with them whenever requested.
- iii) The **Landlord** or the **Professional Adviser** must promptly notify the **Insurer** should a conflict of interest arise between the **Landlord** and the **Insurer**.
- iv) The **Landlord** shall provide all evidence or information required by the **Insurer** and the **Professional Adviser** and shall keep them fully and continually informed of all developments relating to the **Proceedings**.
- v) The **Landlord** shall, if so requested by the **Insurer**, instruct the **Professional Adviser** to submit his bill of costs for taxation by the court or certification by the appropriate professional body.
- vi) The **Landlord** shall whenever reasonably possible attempt to recover costs from a third party and shall instruct the **Professional Adviser** accordingly.
- vii) The **Landlord** or managing agent will attend any court hearing if required to do so by the appointed **Professional Adviser**.

## 15. Rights to Information

- i) The **Insurer** shall have direct access to the **Professional Adviser** at all times. The **Insurer** shall be entitled to obtain from the **Professional Adviser** any information, relating to the **Proceedings**, whether or not privileged, and the **Landlord** shall, if so requested, immediately give any instructions to the **Professional Adviser** which may be required for this purpose.
- ii) The **Insurer** shall be notified immediately in writing by the **Landlord** or the **Professional Adviser** of any **Offer** made. If the **Insurer** considers the outcome of the **Proceedings** to be equally or less favorable to the **Landlord** than the **Offer**, the **Insurer** shall have no liability in respect of any further **Professional Costs**.

## 16. Cancellation

- i) The **Insurer** may cancel the **Landlord's** cover under this **Policy** at any time by giving 14 days notice in writing.
- ii) The **Landlord** may cancel their cover under the **Policy** at any time by giving 14 days notice in writing to the **Insurer**. If no claim has been notified to the **Administrator** a return of the **Relevant Payment** proportionate to the unexpired period of the **Policy** may be made at the discretion of the **Insurer**.
- iii) If the **Administrator** or the **Insurer** becomes aware that the **Landlord** gave false or misleading information when they applied for **Policy** cover, and this information would have affected the **Insurer's** decision to indemnify the **Landlord**, then the **Insurer** may cancel the **Policy** with immediate effect. No benefit under the **Policy** will be payable to the **Landlord** should the **Policy** be cancelled under the terms of this paragraph. The **Insurer** may, at its discretion return to the **Landlord** the **Relevant Payment** proportionate to the unexpired period of the **Policy**.
- viii) English law is the law that will apply to the **Policy**.
- ix) To improve the quality of its service, the **Administrator** and/or the **Insurer** will be monitoring and recording a select number of telephone calls.

## 17. Termination

The **Policy** will terminate on the earliest of the following events:

- i) the end of the **Term**;
- ii) failure of the **Landlord** to pay the **Relevant Payment** when due; or
- iii) the **Landlord's** cover under the **Policy** is cancelled.

Notification of a claim will not be accepted for an **Event** occurring after termination of the **Policy**.

## 18. General Conditions

- i) If the **Landlord** does not comply with the terms and conditions of the **Policy**, the **Landlord** will not be entitled to any benefit provided by the **Policy**.
- ii) The contract between the **Landlord** and the **Insurer** Is made up of the **Policy**, the **Schedule**, any endorsement and any other information provided by the **Landlord**.
- iii) The **Insurer** shall not be bound by any agreement to which they are not a party.
- iv) The rights under this **Policy** cannot be transferred to anyone other than the **Landlord**.
- v) The **Policy** cannot be used to protect any person other than the **Landlord**.
- vi) The benefit cannot be paid to anyone else or in any way other than as described in the **Policy**.
- vii) Any notice to be given under these terms and conditions shall be either delivered personally or sent by first class post. The address for service of each party is (in the case of a company) its registered office and (in the case of an individual) his residential address or any other address for service previously notified to the other parties. A notice is deemed to have been served as follows:
  - (a) if personally delivered, at the time of delivery;
  - (b) if posted, at the expiration of forty eight hours (in the case of airmail, seven days) after the envelope containing it is delivered into the custody of the postal authorities.