



Landlord Home Emergency Insurance Policy

MASTER CERTIFICATE NUMBER : LEX/ LLEMG / 09 / 2015

Introduction

This Landlord Home Emergency Policy is administered by Auto Legal Protection Services Ltd (ALPS), has been arranged by Lexelle Limited, with UK General Insurance Ltd on behalf of Ageas Insurance Limited, Registered in England No.354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA

ALPS, Lexelle Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register by visiting the FCA's website at www.fca.org.uk/firms/systems-reporting/register or by calling them on 0800 111 6768.

What Is Covered

In the event of an **emergency** occurring in **your home**, we will:

- Advise **you** on what action to take to protect **yourself** and **your home**;
- Send one of **our approved engineers** or arrange an appointment for an **approved engineer** to visit **your home**; and
- Organise and pay the cost of providing **assistance**, up to the **claim limit**, including VAT but excluding any **excess**.

What Is Not Covered

There are certain conditions and exclusions, which limit **your** cover; please read them carefully to ensure this policy meets **your** requirements. **We** do not wish **you** to discover after an incident has occurred that it is not **insured**. To assist **you** in understanding the main limitations of the cover provided **we** have detailed these under the "Items Covered" section of **your** policy.

POLICY DEFINITIONS

The following words shall have the meanings given below wherever they appear in bold.

Approved Engineer / Engineer

Means a qualified person approved and instructed by the **helpline** to undertake **emergency** work.

Assistance

Means the work undertaken by the **engineer** during a **call out** to the **home** to complete a temporary repair to limit or prevent damage or, if at similar expense the cost of completing a permanent repair, in respect of the cover provided.

Beyond Economical Repair (BER)

The point at which **we** estimate the cost to repair the boiler / appliance exceeds the boiler / appliance's value. When calculating the value of **your** boiler / appliance, **we** take into consideration the age of **your** boiler / appliance (which is calculated from the date of manufacture), together with the type of boiler / appliance. This value is then compared to the total cost of parts and labour required to repair the boiler / appliance. When the repair cost is higher than the value, **we** deem the boiler / appliance to be **beyond economical repair**.

Call Out

Means a request for **assistance** from **you** to the **helpline**, following an **emergency**, even if the request is then cancelled by **you** after the **engineer** has been dispatched.

Claim Limit

The maximum amount **we** will be liable for per **call out** is **£500** including **call out** charges, labour, parts, materials and where applicable the cost of alternative accommodation.

The policy covers for a maximum of 3 **call outs** during the **period of cover**.

Commencement Date

Means the start of the **period of cover** as shown in the **schedule**.

Consequential Loss

Any other costs that are directly or indirectly caused by the event which led to **your** claim unless specifically stated in this policy.

Emergency

Means a sudden and unexpected event which, if not dealt with quickly would in the reasonable opinion of the **helpline**:

- render the **home** unsafe or insecure; or
- damage or cause further damage to the **home**; or
- cause personal risk to **you**.

Excess

The first amount of each **call out** payable by **you** to the **helpline** before the **approved engineer** will attend. Details of any **excess** applicable to **your** policy will be recorded on **your** policy **schedule**.

Helpline

Means the company appointed by us to arrange **assistance** under **your** policy. **Helpline** telephone number 0800 021 3268

Home

A single occupancy domestic dwelling at the address shown in the **schedule**, which has 6 or fewer bedrooms together with integral or attached garages used for domestic purposes, and is situated in the United Kingdom or Isle of Man.

Pay on use

Should an **emergency** arise that is not included under **home emergency** cover **we** may be able to arrange for an approved **engineer** to attend **your home** but **you** will be responsible for all costs involved. The use of this service does not constitute a **call out** under **your** policy.

Period of Cover

Means the period shown in the **schedule** between the **commencement date** and end date.

Primary Heating System

Means the principal domestic central heating and hot water systems including but not limited to boiler, programmer, room thermostat, pumps, hot water cylinder and radiators, but excluding any form of solar or warm air heating system and non-domestic central boiler or source.

Schedule

Means the document sent to **you** confirming the **commencement date**, details of the **insured** and the **home**.

Unoccupied

Means where no one has resided in the **home** for a period exceeding 30 consecutive days.

We, Us, Our, Insurer

UK General Insurance Ltd on behalf of Ageas Insurance Limited.

You, Your, Insured

The person(s) named on the **schedule** as the policy holder along with any other permanent members of the household. For tenanted properties: the person named on the tenancy agreement along with any other permanent residents of the **home**.

ITEMS COVERED

The cover provided under **your** policy will depend on the cover options **you** have selected. Please refer to **your schedule** for confirmation of the level of cover provided under **your** policy.

The amount **we** will pay in respect of any one claim shall not exceed the **claim limit**. **You** are responsible for paying any **excess** under the policy, any contribution towards

the callout charge (see section 3 Primary Heating system section) and / or any cost of **assistance** that exceeds the **claim limit**.

Please refer to **your schedule** for details of **your** level of cover.

All policies cover the following sections but the claims limits will vary dependant on **your** chosen level of cover;

1. Plumbing and Drainage

We will assist **you** to stop the **emergency** which has arisen from the sudden and unexpected failure of or damage to the plumbing and / or drainage system within the **home** which has resulted in internal water leakage, flooding or water damage to the **home**.

We do not cover

- a) General maintenance including but not limited to dripping taps, leaking external overflows;
- b) The costs of repairs to the underground water supply or fixed drainage facilities except where within the boundaries of the **insured** property;
- c) Leaks from any household appliance, sink, shower or bath where leakage only occurs when the appliance is in use;
- d) Toilets & cisterns (see section 6 for details of cover for Toilets)
- e) Baths, basins, bidets or shower bases;
- f) Cesspits, septic tanks;
- g) Plumbing and filtration systems for swimming pools or spa baths;
- h) Descaling or any work arising from hard water scale deposits, including de-sludging and the effects of aggressive water and clearing of airlocks;
- i) Replacement of water tanks or hot water cylinders;
- j) Replacement of radiators;
- k) Any repair to domestic appliances that are leaking water, other than from the external fixed pipe work;
- l) Water leak noises where there is no visible leak;
- m) The escape of water where it is not causing any internal damage or risk to any **insured** person's health;
- n) Frozen pipe work and/or issues caused by freezing temperatures;
- o) Shared drainage facilities with the exception of those within the boundaries of the **insured** property;
- p) Any damage caused by the approved **engineer** in gaining access to the **home** or due to removing an appliance or any equipment from its operation position in order to effect a repair.

2. Electricity Supply

We will assist **you** to restore the electricity system to the **home** following an **emergency** arising from the sudden, unexpected and complete failure of the electricity system in the **home**.

We do not cover failure to or caused by;

- a) The failure of any electrical wiring that is not permanent (e.g. fairy lights);
- b) Any fault in supply prior to the consumer box;
- c) Wire / cabling situated outside of the **home** (e.g. wiring to satellite dishes, aerials, pond pumps, exterior lights etc);
- d) Any claims where in the opinion of our approved **engineer** the electrical system would fail to meet minimum electrical safety standards;
- e) Any partial breakdowns where the electricity supply has not been lost to the whole of the **insured** property (i.e. partial loss of plug sockets and/ or lighting);
- f) Any claims relating to the electricity supply to burglar / fire alarm systems, CCTV surveillance or swimming pools, their associated heating, piping installation and accessories;
- g) Wiring and electrics which are not permanent fixtures;
- h) Replacement of light-bulbs & fuses in plugs;
- i) Repair or replacement costs if our approved **engineer** is unable to repair the domestic electrical wiring due to its age or poor condition;
- j) The resetting of circuit breakers, where it is not associated with permanent repair work and where it can be reset by **you**.

3. Primary Heating System

We will assist **you** to restore heating and/ or hot water to **your home** following an **emergency** arising from the sudden and unexpected complete failure of the **primary heating system**.

Where a boiler is deemed **beyond economical repair** our liability will not exceed **your claim limit** where the boiler / appliance is up to 5 years old; or £250 where the appliance is greater than 5 years but less than 10 years.

We will not re-attend to the boiler until **you** have confirmed it has been replaced, if **we** have previously deemed it **beyond economical repair**.

Please note **you** will be responsible to pay the first £65.00 towards the **call out** cost, (before the **excess** recorded on **your policy schedule** is applied) of each claim associated to the **primary heating system** where:

- a) At the time of reporting an **emergency** **you** are unable to confirm the boiler has been serviced in the last 12 months;
- b) At the time of attendance **you** are unable to provide evidence that the boiler has been serviced by the provision of a service receipt or invoice issued by a Gas Safe registered engineer.

This charge is payable by **you** to the **helpline** before the **approved engineer** will provide **assistance** under the policy.

We do not cover

- a) Gas leaks (see section 5 for details of cover for Gas leaks);
- b) Oil contamination resulting from a leak from an oil powered boiler
- c) A boiler which is more than 10 years old;
- d) Faults which in the opinion of an approved **engineer** are as a result of the boiler not

being serviced within the last 12 months unless **you** have paid the additional £65.00 towards the **call out** charge (before the **excess** recorded on **your policy schedule** is applied) to the **helpline**;

- e) Lighting of boilers or re-setting of boiler, time or temperature controls or the correct operation or routine adjustment of time or temperature controls;
- f) Clearing airlocks or bleeding radiators;
- g) Any repair or replacement which requires the removal of asbestos in order to complete the repair;
- h) Fuel tanks and associated pipe work;
- i) Descaling or any work arising from hard water scale deposits, including de-sludging and the effects of aggressive water and clearing of airlocks;
- j) Replacement of water tanks or hot water cylinders;
- k) Replacement of radiators;
- l) Replacement or repairing any loss or damage if the boiler is, in the opinion of the **engineer**, **beyond economical repair**;
- m) Loss of hot water where there is an alternative means of heating water e.g. immersion heater;
- n) Reoccurring or intermittent faults, nor boiler / system noise where the boiler is still functioning;
- o) The freezing of a condensate pipe.

4. Water Supply

We will assist **you** to restore the water supply following a sudden unexpected leakage, collapse or blockage of the mains water supply pipe connecting the main stopcock in **your home** to the point where it is connected to the public or shared water supply pipe within the boundary of **your home** provided **you** have sole responsibility for this.

We do not cover

- a) Frozen pipes;
- b) An **emergency** as a result of land heave or subsidence;
- b) Cost to remedy any damages caused to gain access to the pipe, including but not limited to surface finishes e.g. tarmac or paved driveways.

5. Emergency Gas Supply Pipe Cover

We will assist **you** to repair or replace any damaged section of the internal gas supply pipe following a gas leak occurring in **your home**. Our **assistance** will only be provided once the National Gas Emergency Service has attended and isolated the leak.

We do not cover

- a) General maintenance;
- b) Any gas boiler, fire, central heating or hot water breakdown (as covered under separate sections);
- c) Temporarily frozen pipes where permanent damage isn't confirmed;
- d) Systems not installed correctly or which do not conform to any governing Gas Safe regulation or requirements.

6. Inoperable Toilet

We will assist **you** to stop the **emergency** which has arisen from the sudden and unexpected failure of the toilet within the **home** which has resulted in internal water leakage, flooding or water damage to the **home**; or which renders the toilet inoperable.

We do not cover

- a) General maintenance;
- b) Cesspits, septic tanks;
- c) Failure to one toilet where there is another working toilet within the **home**;
- d) Descaling or any work arising from hard water scale deposits, including de-sludging and the effects of aggressive water and clearing of airlocks;
- e) Replacement of water tanks other than the toilet cistern)

7. Security

We will assist **you** to make the **home** secure following an **emergency** arising from the sudden and unexpected failure of or damage to external locks, fitted to doors and windows where the failure or damage is such so as to render the **home** unsafe or insecure.

We do not cover

- a) Damage as a result of theft or attempted theft;
- b) Failure of the **home** security system;
- c) Loss or damage to the keys to the **home**;
- d) Replacement glazing unless the contractor has the appropriate glazing available at the time of the initial visit;
- e) Replacement of defective locks unless there is no way of making the **home** secure overnight;
- f) Any broken and / or damaged external locks, doors or windows which do not cause a security risk to the **home**;
- g) Any broken and / or damaged double glazed windows where both panes have not been damaged;
- h) Any broken and / or damaged external doors where the property is secure and there is alternative access to the **home**;
- i) Loss of keys for outbuildings, garages or sheds;
- j) Loss of keys where an alternative set is available;
- k) Any damage caused by the **approved engineer** in gaining access to the **home** due to the failure of the locks.

8. Roofing

We will assist **you** to stop the **emergency** which has arisen from damage to the roof of **your home** due to bad weather conditions or falling trees or branches.

We do not cover

- a) Flat roofs and gutters;
- b) A **home** covered under a management agreement;
- c) A **home** greater than three storeys high.

9. Alternative Accommodation

Where **your home** is declared unsafe **we** will provide a contribution towards alternative accommodation up to £250.

10. Pest Control

We will assist **you** in the removal of or extermination of wasps, hornets, rats and mice infestation in the **home**.

We do not cover

- a) Damage to the structure, masonry, fixtures and fittings or any cleaning caused directly or indirectly by pests;
- b) Pests kept as domestic pets or for commercial purposes;
- c) Boring insects and woodworm.

11. Cooker / Oven

We will assist **you** to restore a means of heating and preparing food within the **home** following an **emergency** arising from the sudden, unexpected and complete failure of the permanently-installed cooking system.

Where a cooker / oven is deemed **beyond economical repair** our liability under the policy will cease.

HOW TO ARRANGE EMERGENCY ASSISTANCE

1. Major emergencies which could result in serious injury to the public or damage to property should be immediately advised to the supply company and/or the public emergency services. The policy does not provide cover for any repairs, damage or other loss resulting from gas leaks.
2. Before requesting **assistance**, check that the circumstances are covered by **your** policy. Remember this is not a maintenance policy and does not cover routine maintenance in **your home**. Normal day to day maintenance or any claim not deemed an **emergency** will not be covered under this policy, however **we** can provide **assistance** on a **pay on use** basis.
3. If **your emergency** is boiler related **you** should have **your** boiler make and model and service details ready when **you** contact the **helpline**. Remember **you** must produce evidence, to our approved **engineer**, that the boiler has been serviced to the manufacturer's specifications within the last twelve months in order for primary heating system cover to apply without having to pay the first £65.00 towards the **call out** charge, (this would be in addition to **Your Excess**). Should **you** be unable to provide evidence that the boiler has been serviced **you** will be asked to pay the first £65.00 of the **call out** costs before **Your Excess** is applied.
4. Telephone the **helpline** as soon as possible and within 12 hours of the **emergency** occurring and provide details of the **assistance** required. All requests for **emergency assistance** must be made through the **helpline**. Do not make any arrangements **yourself** without prior authorisation from the **helpline**, if **you do we** will limit the amount **we** pay to **our** standard service costs. All calls are recorded.
5. The **helpline** will appoint an approved **engineer** to attend **your home**, provided that this is not prevented by adverse weather conditions, industrial disputes (official or otherwise), failure of the public transport system, including the road and railway networks and any other circumstances preventing access to the **home** or otherwise making the provision of **emergency assistance** impossible.
6. The **helpline** and the **approved engineer** will have reasonable discretion as to when and how work is undertaken, if **you** do not agree/give permission for the **engineer** to undertake repairs as he sees fit, our liability under this policy will cease.
7. The approved **engineer** will charge all costs covered by the insurance directly to us. **You** will be asked to pay the cost of:
 - (a) The **excess**;
 - (b) **Call out** charges if there is no-one at the **home** when the **engineer** arrives or if it is cancelled after the **approved engineer** has been dispatched;
 - (c) Work in **excess** of the **claim limit**;
 - (d) Fitting replacement parts or components of a superior specification to the original at **your** request.
 - (e) £65.00 towards the **call out** charges for claims relating to **your** boiler where **You** are unable to provide evidence of the boiler being serviced within the last 12 months, if not already paid to the **Helpline**, this is in addition to the policy **excess**.

If at the time of requesting **assistance** the **helpline** do not have a record of **your** policy on file, the **helpline** will require credit or debit card details to be provided prior to the attendance of an **approved engineer**.

REPLACEMENT OF PARTS OR COMPONENTS

We reserve the right to use non genuine replacement parts supplied from third parties in addition to those

parts that may be sourced from the manufacturer or their approved suppliers. **We** are not responsible for any loss, damage or inconvenience resulting from a delay in obtaining or receiving delivery from the relevant supplier of any spares.

When replacement parts are received, **we** will contact **you** to arrange a suitable time slot for the **engineer** to attend. **You** should make sure that the **engineer** can get reasonable access to carry out the repair. If **we** cannot get a replacement part needed to carry out a repair our liability will be limited to a temporary repair to make the **emergency** safe.

GENERAL EXCLUSIONS

We shall not be liable for:

1. Any **excess** under the policy or costs **you** are required to pay under the policy;
2. More than the maximum of 3 **call outs** covered by **your** policy during the **period of cover**, as outlined in **your schedule**;
3. Any **home** with more than 6 bedrooms
4. Events where there is an inherent defect causing the **emergency**;
5. Claims that arise within the first 14 days of the first period of insurance, with the exception of where this policy/cover begins at renewal of a policy providing similar cover and the start of this policy is the day immediately following **your** last day of cover on **your** previous policy.
6. Costs arising from or in connection with:
 - a) Circumstances known to **you** prior to the **commencement date** of **your** policy;
 - b) **Call outs** arising after the **home** has been left **unoccupied**;
 - c) **Consequential loss** of any kind and any wilful or negligent act or omission by **you** or any third party;
 - d) Events where on attendance it becomes clear that the **call out** is not an **emergency**;
 - e) More than one **call out** arising from the same cause where a permanent repair has not been under taken to a reasonable standard by an appropriately qualified person, following the previous **call out**;
7. Repairs on systems where spare parts are no longer available;
8. **Call outs** for **assistance** caused by **your** failure to carry out any remedial work or recommendations made by the **approved engineer**;
9. Any system, equipment or facility which has not been properly installed;
10. Materials or labour charges covered by manufacturer's, supplier's or installer's guarantee or warranty;
11. Replacement of or adjustment to any decorative or cosmetic part of any equipment;
12. The interruption or disconnection of utility services to the **home** however caused, or the failure or breakdown of the main electricity or water or gas supply or gas leaks;
13. Any consequences of riot, strike, lockout, civil commotion, labour disturbances, war, invasion, act of foreign enemy, terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
14. Loss or damage to any **home**, or any resulting loss or expense or any **consequential loss** or any legal liability directly or indirectly caused by, contribution to, by, or arising from:
 - a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly.

CONDITIONS

1. The rights given under this policy cannot be transferred to anyone else.
2. **You** must give reasonable access to enable appropriate repair/works to be carried out and follow advice from the **engineer** and or **helpline** in removing furniture if this is deemed necessary.
3. **We** may cancel this insurance cover immediately if **you** have acted in a false or fraudulent manner in order to gain cover under this policy.
4. To improve the quality of **our** service, all calls are recorded.
5. **You** must take reasonable care and maintain the **home** and its equipment in good order and take all reasonable precautions to prevent loss or damage.
6. **We** may take proceedings in **your** name at **our** expense to recover any sums paid under this insurance from a third party should the **emergency** be as a result of an incorrect or failed previous repair.
7. **You** must have a buildings insurance policy in force during the **period of cover**.

CONSUMER INSURANCE ACT

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

- (a) supply accurate and complete answers to all the questions **we** or the administrator may ask as part of **your** application for cover under the policy;
- (b) to make sure that all information supplied as part of **your** application for cover is true and correct;

(c) tell us of any changes to the answers **you** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **your** policy is invalid and that it does not operate in the event of a claim.

GOVERNING LAW

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which **your** main residence is situated.

HOW TO CANCEL YOUR POLICY

We hope **you** are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with **your** requirements, please return it to the Broker that sold **you** this policy, within 14 days of issue and they will refund **your** premium. Thereafter **you** may cancel the insurance cover at any time by writing to the administrator however no refund of premium will be payable.

The **insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days notice to **you** at **your** last known address. Provided the premium has been paid in full **you** shall be entitled to a proportionate rebate of premium in respect of the unexpired period.

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 follow the Complaints Procedure below:

In all correspondence please state that **your** insurance is provided by UK General Insurance Limited and quote scheme reference 05929A

For Complaints regarding:

SALE OF THE POLICY

Please contact the Broker that sold **you** the Insurance policy

CLAIMS

Service Solutions Assist Ltd trading as Local Assist
Solutions House
Fairways Office Park
Fulwood
Preston
PR2 9WT
Tel : 0800 157 1211

If **your** complaint about **your** claim cannot be resolved by the end of the next working day,

Service Solutions will pass it to:

Customer Relations Department

UK General Insurance Limited

Cast House

Old Mill Business Park

Gibraltar Island Road

Leeds

LS10 1RJ

Tel: 0345 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 2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
Exchange Tower,
London,
E14 9SR.
Telephone 0300 123 9 123

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

DATA PROTECTION ACT 1998

Please note that any information provided to us will be processed by **us** and **Our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

Landlord Home Emergency Policy Summary

MASTER CERTIFICATE NUMBER : LEX/ LLEMG / 09 / 2015

Please read this document carefully, this provides you with a summary of cover. It does not show all of the benefits, exclusions or limits. Please refer to your policy booklet and policy schedule for full details of all terms, conditions and endorsements or exclusions and excesses that may apply.

The home emergency insurance policy is arranged by Lexelle Limited and underwritten by UK General Insurance Limited on behalf of Ageas Insurance Limited.

Home Emergency Cover

In the event of an emergency occurring in the insured property the Insurer will:

- a) provide an insured person (insured person includes tenants) with advice on how to immediately protect themselves and the insured property
- b) arrange for an approved repairer to assess the situation and dependent upon their assessment carry out emergency repairs, or arrange a permanent repair to be carried out if possible at the time and for equal cost, in accordance with the terms and conditions of the policy up to the policy limit.
- c) cover you for the costs of emergency repairs or for a permanent repair to be carried out if possible at the time for equal cost, up to a maximum limit of £500 per call out including VAT, call out charges, labour and parts and materials per claim, falling within the scope of parts 1 to 5 below for which insurance has been purchased and premium paid. The policy covers a maximum of 3 call outs during the period of cover.

IN THE EVENT OF AN EMERGENCY CALL THE HELPLINE ON 0800 021 3268

WHAT IS INSURED

We will assist you to stop/resolve the emergency relating to:

1. Plumbing and Drainage

Which has arisen from the sudden, damage to, blockage, flooding or breakage of, the plumbing and drainage system within your home which has, or is likely to cause internal water leakage, flooding or water damage to the home.

2. Complete Failure of the Domestic Electricity Supply

To restore the domestic electrical system in your home if it suffers a sudden unexpected, complete failure.

3. Main Heating System

To restore the main heating and/ or hot water to your home following the sudden and unexpected complete failure of the main heating system.

4. Water Supply

To restore the water supply following a sudden unexpected leakage, collapse or blockage of the mains water supply pipe from where it is connected to the public or shared water supply pipe within the boundary of your home, to the main stopcock in your home.

5. Emergency Gas Supply Pipe Cover

To repair or replace any damaged section of the internal gas pipe following a gas leak in your home. Our assistance will only be provided once the National Gas Emergency Service has attended and isolated the leak.

6. Inoperable Toilet

Where the sudden and unexpected failure of the only toilet within the home which has resulted in internal water leakage, flooding or water damage to the home. We will also assist you if the toilet inoperable and there is no other toilet in your home.

7. Security

Following the failure of external doors, external windows or external locks causing your property to be unsafe or insecure.

8. Roofing

Which has arisen from damage to the roof of your home due to bad weather conditions or falling trees or branches.

9. Alternative Accommodation

Where your home is declared unsafe we will provide a contribution towards alternative accommodation up to a maximum limit of £250

10. Pest Control

We will assist you in the removal of or extermination of wasps, hornets, rats and mice infestation in the home.

11. Cooker / Oven

We will assist you to restore a means of heating and preparing food within the home following an emergency arising from the sudden, unexpected and complete failure of the permanently-installed cooking system.

Limits

Policy Limit

The maximum we will pay per claim is £500 and the policy will cover you for a maximum number of 3 call outs during the period of cover.

SIGNIFICANT EXCLUSIONS

In addition to the items we do not cover in the specific sections within the policy document, we shall not be liable for;

1. No cover is available for houses with more than 6 bedrooms
2. Any excess under the policy or costs you are required to pay under the policy;
3. More than the maximum number of call outs covered by your policy during the period of cover;
4. Any Emergencies NOT reported within 24 hours of discovery;
5. Events where there is an inherent defect causing the emergency;
6. Any emergency that occurs within the first 14 days of the inception of the policy;
7. Any claim which results in costs arising from;
 - a) Circumstances known to you prior to the commencement date of the policy;
 - b) Any system, equipment or facility which has not been properly installed
8. Emergency repairs whilst the insured property has been unoccupied for any period in excess of 30 days;
9. Any losses that are indirectly associated with the incident that you are claiming for.
- For example the policy will not cover you for damage to carpets caused by a burst water pipe or loss of earnings due to taking time off work to deal with the incident;
10. Any costs which are covered by a maintenance agreement, guarantee or extended warranty contract;
11. Any costs for the redecoration or cosmetic repairs to the insured property equipment or systems contained within;
12. Any emergency repairs where the Utility Company has deliberately disconnected or interrupted the main supply or other equipment for which they are responsible.
13. Boilers
 - a) Boilers more than 10 years old;
 - b) With faults which in the opinion of an approved engineer are as a result of the boiler not being serviced within the last 12 months, unless you have paid the first £65 of the call out cost in addition to the excess to the helpline;
 - c) LPG fuelled, under-floor solar or un-vented heating systems or boilers;
14. Failure to one toilet where there is another working toilet within the property;
15. Frozen pipe work

Landlord Home Emergency Policy Summary

CANCELLATION RIGHT

We hope you are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with your requirements, please return it to the Broker that sold you the policy within 14 days of issue and they will refund your premium.

Thereafter you may cancel the insurance cover at any time by writing to the administrator however no refund of premium will be payable.

The insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days notice to you at your last known address. Provided the premium has been paid in full you shall be entitled to a proportionate rebate of premium in respect of the unexpired period.

COMPLAINTS PROCEDURE

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 follow the Complaints Procedure below:

Complaints regarding:

Sale Of The Policy

Please contact the Broker that sold you this policy.

Complaints regarding a CLAIM should be addressed to:

The Managing Director
Service Solutions Group
Solutions House
Fairways Office Park
Fulwood
Preston
Lancashire
PR2 9WT
Tel: 01772 278884
Email: enquiries@local-assist.co.uk

If your complaint cannot be resolved by the end of the next working day, it will be passed to:

Customer Relations Department
UK General Insurance Limited
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ
Tel: 0345 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 € million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
Exchange Tower,
Harbour Exchange Square
London,
E14 9SR.
Telephone 0300 123 9 123

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.

HOW TO ARRANGE EMERGENCY ASSISTANCE

IN THE EVENT OF AN EMERGENCY CALL THE HELPLINE ON 0800 021 3268

Major emergencies which could result in serious injury to the public or damage to property should be immediately advised to the Supply Company and/or public emergency services. The policy does not provide cover for any repairs, damage or other loss resulting from gas leaks.

Gas Leaks - If you suspect there is a gas leak or carbon monoxide within the property, stop using all gas appliances,

Ventilate your property and immediately notify the National Emergency Helpline by ringing: 0800 111 999.

Before requesting assistance, check that the circumstances are covered by your policy. Remember this is not a general repair policy and does not cover routine repairs to your property. Normal day to day maintenance or any claim not deemed an emergency will not be covered under this policy unless it is a breakdown of a main heating system.

The Financial Service Compensation Scheme

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



Landlord Legal & Rent Guarantee Policy

MASTER CERTIFICATE NO: LLANDRG / 06 / 2016

This Landlords Legal expenses insurance policy has been arranged by Lexelle Limited, with UK General Insurance Ltd on behalf of Great Lakes Reinsurance (UK) SE, Registered in England No.SE000083. Registered Office: Plantation Place, 30 Fenchurch, London, EC3M 3AJ

Lexelle Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register by visiting the FCA's website at www.fca.org.uk/firms/systems-reporting/register or by calling them on 0800 111 6768.

POLICY CLAIMS

This is a "claims made" legal expenses insurance which means that subject to the terms of this policy, **You** are covered for claims under this insurance as long as during the **Period of Insurance** **You** notify **Us** as soon as **You** become aware of any event which may give rise to a claim under this policy.

All potential claims must be reported initially to the Claims Helpline on Tel: 0114 220 1794.

Failure to contact the Claims Helpline may invalidate any claim.

You must notify **Us** of **Your** claim by telephoning **Us** on Tel: 0114 220 1794 quoting the Master Certificate Number shown above. Delay may prejudice **Your** legal position. If **You** are in any doubt about **Your** need to notify **Us** of a claim under this insurance or **Your** eligibility to make such a claim **You** should telephone **Us** and ask to speak to one of **Our** legal advisers. **We** will send **You** a claim form. **You** must fill this in fully and truthfully and return it to **Us** and give **Us** at **Your** own cost any information or evidence that **We** may reasonably need in order to assess **Your** claim including a copy of the **Policy Schedule**.

TENANT REFERENCING - IMPORTANT POLICY CONDITIONS

For this policy to be valid all Tenants in the Let Property have to be FULLY referenced and passed the relevant checks (see below) in order to establish they are able to meet the tenancy terms, this includes a report by a Licensed Tenant Reference Company along with written references. A formal Tenancy Agreement along with all satisfactory checks must be in place prior to Your tenants renting the Let Property:

The following Tenants Checklist provides greater detail of the conditions that must be met from the START of the **Tenancy Agreement** (Valid Types of **Tenancy Agreement** are listed in the Policy Terms & Conditions (See "Policy Definitions - **Tenancy Agreement**")

Tenancy Checklist:

- Copies of 2 forms of identification, including one which contains a photograph
- A recent Utility Bill or Bank Statement
- Recent Credit Check within 45 days of the **Tenancy Agreement** and

within 12 months prior to the commencement of the policy

- The Credit Check must be clear of CCJ's (last 3 years and none outstanding), show no previous bankruptcies and demonstrates the **Tenant** or **Guarantor's** ability to meet their rent commitments.
- Satisfactory reference from the **Tenant's** employer and the last landlord or from one other referee if either unavailable
- All documentation received must show that the **Tenant** is able to meet the requirements of the **Tenancy Agreement**.

Please note: If any doubts as to the integrity or financial standing of the **Tenant** are expressed in any **Tenant Reference** or other documentation or there is a lack of response to any enquiry, **You** must obtain **Our** approval prior to commencement of the letting. On the making of any claim **You** should be in a position to forward not only copies of the references to **Us** but also copies of the letters requesting the same. **You** shall not allow any **Tenant** into occupation until the first month's rent and the dilapidations deposit payment have been cleared in the managing agent's bank account (or alternatively cash has been received).

POLICY DEFINITIONS

Wherever the following words are expressions appear in bold type and they have the meaning given to them below:

Costs up to the Limit of Cover

- Unrecovered **Professional Fees** which **You** are liable to pay to **Your** professional adviser; and
- **Professional Fees** **You** are ordered to pay or have agreed to pay (with **Our** permission in writing).

Computer Virus

Means a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Electronic Data

Means facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

Guarantor

The individual or organisation shown in the **Tenancy Agreement** and the **Policy Schedule** that is the subject of a written **Tenant Reference** and provided a financial guarantee of the **Tenant** (s) performance of their obligations under the **Tenancy Agreement**.

Insured, You, Your

The person(s) named as insured in the **Policy Schedule**;

Insured Event(s)

- An incident or the first of a series of incidents where the **Tenant(s)** fails to perform their obligations set out in the **Tenancy Agreement** relating to their rightful occupation of the **Insured Property**.
- **You** discover that someone is living in **Your Property** without **Your** permission.

Limit of Cover

The amount stated in the **Policy Schedule** being the maximum sum **We** will pay for all claims under this policy arising from one or more **Insured Events** occurring at the same time, in the same place or from the same cause;

Sections 1 and 2: £50,000;

Section 3: £1,500;

Section 4: Rent Guarantee: £2,500 per month for a maximum of 6 or 12 months (as detailed in **Your Policy Schedule**).

Period of Insurance

The period for which **We** have agreed to cover **You** and for which **You** have paid the premium as detailed on the **Policy Schedule**.

Policy Excess

The amount **You** must pay towards any claim:

Sections 1-4: Nil excess.

Policy Schedule

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

Professional adviser

A solicitor, counsel, claims handler or mediator, or other appropriately qualified

person appointed and approved by **Us** under the terms and conditions of this policy to represent **Your** interests.

Professional Fees

Legal fees and **Costs** reasonably and properly incurred by the professional adviser, with **Our** prior written authority including **Costs** incurred by another party for which **You** are made liable by Court Order, or may pay with **Our** consent in pursuit of a civil claim in the **Territorial Limits** arising from an **Insured Event**. Professional fees will include VAT where it cannot be recovered. This includes disbursements as long as these are in respect of services supplied by a third party, that the services are distinct and separate from the services supplied by the professional adviser and that **Our** prior permission has been obtained prior to incurring any disbursement cost in excess of £500 including VAT.

Property

The private dwelling including garages outbuildings and fixtures and fittings all used solely for domestic purposes and comprised in the tenancy.

Prospects of Success

In **Our** opinion:

- a) it is more probable than not, i.e. a greater than 50% chance, that **Your** claim will succeed assuming it is determined at a final hearing and **You** will be able to obtain the compensation or result **You** are seeking; and
- b) **Your** interests cannot be better achieved by other means.

Standard Professional Fees

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

Tenant

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

Tenant Reference

1. A recent credit check made within the twelve months prior to the date of commencement of the **Period of Insurance** and within 45 days of the **Tenancy Agreement** against the **Tenant** and any **Guarantor** and obtained from a licensed **Tenant** referencing company showing:
 - a) no County Court Judgements in the past three years; and
 - b) no outstanding County Court Judgements; and
 - c) the **Tenant's** or **Guarantor's** financial ability to meet the rent commitment; and
 - d) that it is reasonable in the circumstances following receipt of the

outcome of the credit check to grant a **Tenancy Agreement** to the **Tenant**.

2. A satisfactory reference from the **Tenant's** employer and the last landlord, or from one other referee if either unavailable.
3. Copies of two forms of identification, one of which must contain a photograph.

Please note: The above tenant reference criteria is a requirement of the policy and if **You** have any doubts as to the integrity or financial standing of the **Tenant** or their ability to meet the terms of the **Tenancy Agreement** in any way including via the tenant reference then **You** should contact the Claims Helpline for **Our** prior agreement that cover can be accepted. **We** may advise, following review of the information provided that **We** will require a **Guarantor** or **We** may refuse to provide cover for the said **Tenant**.

Also, **You** should not allow any **Tenant** into occupation of **Your Property** until the first month's rent and dilapidations security deposit has been paid and cleared.

Tenancy Agreement

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

Territorial Limits

The United Kingdom (meaning England, Scotland, Northern Ireland, Wales).

Unoccupied

Not lived in by **You** or a person authorised by **You**.

We, Us, Our

UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE.

Your Property

The **Property** to be **Insured**. If there is more than one **Property**, the policy limits and exclusions apply separately to each **Property** in the same way as if each had been **Insured** by a separate policy.

WHAT IS COVERED

Subject to the terms of this policy, **You** are covered for the following as long as:

- a) during the **Period of Insurance**:
 - i. **You** become aware; and
 - ii. **You** notify **Us**;of an event which may give rise to a claim under this insurance; and
- b) the event happens within the **Period of Insurance**. Where **Your** claim arises from a series of events then the first of these must happen within the **Period of Insurance**

SECTION 1 - PURSUIT

We will negotiate for **Your** legal rights:

- a) after an incident of physical damage to **Your Property**. The amount in dispute must be more than the security deposit or £1,000, whichever is the greater.
- b) in trying to get possession of **Your Property** that **You** have let:
 - i. under a **Tenancy Agreement**. **You** must be trying to get possession under:
 - a) Schedule 2, Part I (Grounds 1 to 8) of the Housing Act 1988; or
 - b) Schedule 5, Part I (Grounds 1 to 8) of the Housing (Scotland) Act 1988; or
 - c) Section 21 of the Housing Act 1988 including the Accelerated Possession procedure; or
 - d) Section 33 Housing (Scotland) Act 1988.**You** must give the **Tenant** correct notices telling him or her that **You** want possession of **Your Property**.
 - ii. to a company or partnership and **Your Property** has been let for people to live in.
- c) to evict anyone (including squatters) in **Your Property** who has not got **Your** permission to be there.
- d) to recover any rent **Your Tenant** owes **You** for **Your Property** up to vacant possession.

SECTION 2 - DEFENCE

To defend **Your** legal rights if an incident arising from **You** letting **Your Property** leads to **You** being prosecuted in a criminal court.

SECTION 3 – HOTEL EXPENSES

We will pay up to £50 per day up to the **Limit of Cover** for hotel expenses, where no other alternative accommodation is available, while **You** try to get a possession order for **Your Property** so **You** can live in it.

SECTION 4 – RENT GUARANTEE

Any rent:

- i. one month or more outstanding

Your Tenant owes **You** up to vacant possession under a tenancy defined in section 1bi. of this policy provided that such arrears occur during the **Tenant's** occupation of **Your Property** and **We** are providing cover under section 1 for **You** to get possession of **Your Property**.

No payments will be made under this cover until **You** are lawfully seeking repossession of **Your Property** due to rent arrears

We shall not be liable for:

- a) more than the maximum monthly rent payments as shown on **Your Policy Schedule** (i.e. 6 months or 12 months);
- b) the first month's rent owed to **You**;
- c) any advance amounts or deposits paid to **You** by the **Tenant** that are not required for the repair of dilapidations. Receipts may be offset against settlement of a claim.

We shall be entitled to take over and conduct in **Your** name the defence or settlement of any claim, or to prosecute for **Our** own benefit any claim for indemnity or damage or otherwise, and shall have full discretion in the conduct of proceedings or in the settlement of any claim. **You** will give **Us** all such information and assistance as **We** may require.

You will not be able to use:

- i. Schedule 2, Part I, Ground 8 of the Housing Act 1988 (as amended), to seek possession of **Your Property** until two months' rent is owed to **You**;
- ii. Schedule 5, Part I Ground 8 of the Housing (Scotland) Act 1988 (as amended) to seek possession of **Your Property** until three months' rent is owed to **You**.

WHAT IS EXCLUDED

A. THE EXCESS, ANY COMPENSATION, PENALTY OR TAXES

B. EXCLUDED CLAIMS

1. Any claim:
 - a) reported to **Us** after the **Period of Insurance** expires;
 - b) where **Your** delay during the **Period of Insurance** in telling **Us** of an event has prejudiced **Our** position;

- c) arising from an event which happens, or a series of events which starts, before the start of the **Period of Insurance**;
 - d) arising from an event which happens, or a series of events which starts outside the **Period of Insurance**;
 - e) arising from any event which happens outside the **Territorial Limits**;
 - f) where before the start of the **Period of Insurance** in **Our** opinion the **Insured** was aware, or should have been aware, that a claim was likely to be made;
 - g) relating to registering rents, buying the freehold of **Your Property** or any matter which relates to rent tribunals, land tribunals or rent assessment committees unless **You** are defending an action brought against **You** by **Your Tenant**;
 - h) relating to anyone including any government, public or local authority legally taking **Your Property** from **You**;
 - i) relating to any works by or under the order of any government, public or local authority;
 - j) relating to the settlement payable under an insurance policy;
 - k) which is false or fraudulent.
2. Any claim concerning or arising from:
 - a) anything to do with building, rebuilding, converting or extending all or part of a building;
 - b) town and country planning laws and regulations;
 - c) subsidence, land heave, land slip, mining or quarrying;
 - d) an alleged dishonest or malicious act by **You**;
 - e) a dispute between **You** and **Us** about this legal expenses cover;
 - f) any application for judicial review;
 3. Any claim directly or indirectly caused by or contributed to or arising from:
 - a) Any direct or indirect consequence of:
 - Irradiation, or contamination by nuclear material; or
 - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter
 - b) Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to **Property** by or under the order of any government, local or public authority.
- c) Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation. **We** will, however, cover any loss or damage (but not related cost or expense, caused by any act of terrorism provided that such act did not happen directly or indirectly because of biological, chemical, radioactive or nuclear pollution or contamination or explosion.
 - d) Any consequence, howsoever caused, including but not limited to **Computer Virus** in **Electronic Data** being lost, destroyed, distorted, altered, or otherwise corrupted.

C. EXCLUDED COSTS

1. **Costs:**
 - a) incurred prior to written confirmation from **Us** that the claim has been accepted or **Professional Fees** beyond those for which **We** have given **Our** prior approval in accordance with the terms and conditions of the cover;
 - b) relating to any disagreement with **Your Tenant** when the event is within the first 90 days of the start of the **Period of Insurance** and the **Tenancy Agreement** started before the start of the **Period of Insurance**;
 - c) **You** pay or agree to pay before **We** have accepted **Your** claim in writing and **Your** solicitor confirms in writing that he or she will co-operate with **You** to keep to the terms of this legal expenses cover;
 - d) for more than **We** have agreed;
 - e) where **You** have entered into a conditional fee agreement or any other form of alternative funding without obtaining **Our** permission in writing first;
 - f) arising from **Your** or **Your** professional adviser's unreasonable behaviour or failing;
 - g) where **You** do not meet **Your** duties under this policy or **You** or **Your** professional adviser are responsible for anything which in **Our** opinion prejudices **Our** position.

CLAIMS

REPORTING OF YOUR CLAIM

All potential claims must be reported initially to the Claims Helpline for advice and support. Failure to contact the Claims Helpline may invalidate any claim **You** wish to make.

This is a "claims made" legal expenses insurance which means that subject to the terms of this policy, **You** are covered for claims under this insurance as long as during the **Period of Insurance** **You** notify **Us** as soon as **You** become aware of any event which may give rise to a claim under this policy.

For the avoidance of doubt, if there is more than one event arising from the same cause then **You** must tell **Us** as soon as possible after the first such event.

You must notify **Us** of **Your** claim by telephoning **Us** on Tel: **0114 220 1794** quoting the Master Certificate Number at the head of Page 1 of this policy. Delay may prejudice **Your** legal position. If **You** are in any doubt about **Your** need to notify **Us** of a claim under this insurance or **Your** eligibility to make such a claim **You** should telephone **Us** and ask to speak to one of **Our** legal advisers.

We will send **You** a claim form. **You** must fill this in fully and truthfully and return it to **Us** and give **Us** at **Your** own cost any information or evidence that **We** may reasonably need in order to assess **Your** claim including a copy of the **Policy Schedule**.

UK General Insurance Limited is an insurer's agent and in the matters of a claim act on behalf of Great Lakes Reinsurance (UK) SE.

Acceptance of Your claim

We will pay **Costs** incurred after **We** accept **Your** claim in writing and **Your Professional Advisor** confirms in writing that they will co-operate with **You** to keep to the terms of this policy.

We will only meet the **Costs** of **Your** claim:

- a) which have been agreed in advance by **Us** as to both amount and purpose; and
- b) as long as there are **Prospects of Success**.

If at any stage **We** consider that **Your** claim does not have **Prospects of Success**, **We** will give **You** an explanation of **Our** decision in writing. **We** will not provide any further cover for **Your** claim. If **You** disagree with **Our** decision, **You** can refer the matter to an arbitrator under condition 12.

CUSTOMER SATISFACTION

It is the intention to give **You** the best possible service but if **You** do have any questions, concerns or complaint about the handling of this insurance or the handling of a claim **You** should contact the Claims Manager at Lexelle Ltd. The contact details are: Claims Manager, Lexelle Ltd, P.O. Box 4428, Sheffield, S9 9DD. Tel: 0114 249 3300 Fax: 0114 249 3323.

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

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

You may contact the Financial Ombudsman Service at: Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR.

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.

This does not affect **Your** statutory rights.

POLICY CONDITIONS

1. CONDUCT

You shall:

- a) not allow an adult **Tenant** into possession other than on the basis of an already completed **Tenancy Agreement** duly signed by all parties;
- b) ensure that any relevant statutory pre-grant notices are served in the correct form on the **Tenant** prior to the grant of the tenancy;
- c) prior to the grant of any tenancy make all relevant and necessary searches to reveal county court judgements in the last three years against the proposed **Tenant** by name;
- d) prior to the grant of any tenancy **You** must obtain a minimum of a **Tenant Reference**. If any doubts as to the integrity or financial standing of the **Tenant** are expressed in any reference or there is a lack of

response to any enquiry, to obtain **Our** approval prior to commencement of the letting. On the making of any claim **You** should be in a position to forward not only copies of the notices to **Us** but also copies of the letters requesting the same. **You** shall not allow any **Tenant** into occupation until the first month's rent and the dilapidations deposit payment have been cleared in the managing agent's bank account (or alternatively cash has been received);

- e) ensure that **You** comply with the requirements of any statutory tenancy deposit scheme;
- f) ensure that all statutory requirements are complied with regarding the issue and service of notices of intention to take proceedings;
- g) ensure that all pre-agent notices and pre-proceeding notices are served

- personally with the person serving the notice if possible retaining a copy of the notice duly signed and dated by way of receipt by the recipient(s) of the notice;
- h) prepare prior to the grant of the tenancy a detailed inventory allowing space for comments to be made as to the condition of the items in the inventory on check in and comments to be made later on check out of **Your Property**;
- i) conduct regular inspections of the **Property** (by reference to such inventory) at no less intervals than every six months;
- j) as soon as possible after a **Tenant** has checked out or has otherwise vacated **Your Property**, prepare a detailed Schedule of Dilapidations;
- k) keep clear up-to-date rental records;
- l) ensure that where a **Tenant** makes payment of rent that such payment is only received on the express understanding that it is being taken on account of the longest outstanding sum of arrears that are then due and that it is received without prejudice to any termination notice and/or to any proceedings taken pursuant thereto. Where the **Tenant** is a company the professional adviser's advice must be taken before any arrears of rent are accepted;
- m) ensure that any claims are accompanied by **Our** fully completed claims form and submitted to **Us** within 90 days of the rent falling into arrears;
- n) send a letter threatening legal action within 45 days of rent falling into arrears;
- o) contact the **Tenant** at the **Tenant's** place of employment within 28 days of any rent falling into arrears.

2. PREMIUM

The policyholder named in the schedule must have paid the relevant premium and have been declared to **Us** as having done so.

3. APPOINTMENT OF PROFESSIONAL ADVISER

At any time before **We** agree that legal proceedings need to be issued, **We** will choose a professional adviser to act for **You**.

If Legal Proceedings have been agreed by **Us**, **You** may nominate **Your** own professional adviser whose name and address **You** must submit to **Us**. In selecting **Your** professional adviser **You** shall have regard to the common law duty to minimise the cost for **Your** claim. Any dispute arising from this shall be referred to Arbitration in accordance with the policy conditions. When **You** have elected to use **Your** own nominated professional adviser **You** will be responsible for any **Professional Fees** in excess of **Our Standard Professional Fees**.

If **You** discontinue **Your** instructions to **Your** professional adviser without **Our** prior written permission, **Our** will stop at once **We** may recover any **Costs** already paid from **You**.

4. CONDUCT OF YOUR CLAIM

You must immediately tell **Your** professional adviser to:

- a) provide **Us**, as soon as possible, with:
 - i. their views on the merits of **Your** claim; and
 - ii. their hourly rate and estimate of the total **Costs** of pursuing or defending **Your** claim; and
 - iii. any information, document or file (including **Your** professional adviser's files) relating to **Your** claim, whether or not privileged, that **We** may ask for.
- b) keep **Us** fully updated during **Your** claim:
 - i. on the progress of **Your** claim, including any offers to settle; and
 - ii. of any change in their views on the merits of **Your** claim; and
 - iii. of any change to their estimate of **Costs**.

We will set spending limits for **Your** professional adviser's fees and payments during **Your** claim. If a limit is exceeded without **Our** prior written permission, **We** will not pay for any fees and payments above the relevant spending limit. These limits will not affect **Our** rights under condition 11.

5. CO-OPERATION WITH US AND YOUR PROFESSIONAL ADVISER

You will co-operate with:

- a) **Us** at all times and reply promptly to any correspondence about **Your** claim; and

- b) **Your** professional adviser at all times and give them all information that they need and will attend meetings and hearings whenever **You** are asked to.

6. INVESTIGATION AND PAYMENT OF YOUR CLAIM

We, or **Our** agents, may investigate **Your** claim. In **Our** absolute discretion, **We** pay **You** an amount equal to **Our** estimate of the value of **Your** legal claim, or that made against **You**, instead of providing cover for **Your Costs**. If **You** or any person acting on **Your** behalf submits a claim or makes a request for payment, knowing, or where **You** should have known it to be false, fraudulent or exaggerated, then this policy will become void, no premium will be refundable and **We** shall be entitled to recover any monies previously paid to **You**. **We** may also share this information with the appropriate law enforcement authorities.

7. SETTLEMENT

You or **Your** professional adviser must immediately write to tell **Us** of any offer made to settle **Your** claim including offers relating to **Costs**. **You** must not accept any offers without getting **Our** permission first. **We** will not withhold **Our** consent in relation to an offer that a professional adviser would recommend to a private client who is paying his or her own fees. If **You** do not accept an offer **We** consider to be fair, **We** will not pay any further **Costs**.

8. WITHDRAWING AND DISCONTINUING

If **You** withdraw from or discontinue (stop) **Your** claim without getting **Our** permission in writing first then **We** will not pay **Costs** and will be entitled to recover from **You** any fees and payments made or charged before the withdrawal or discontinuance. **We** will not withhold **Our** permission in relation to a withdrawal or discontinuance that a solicitor would recommend to a private client who is paying his or her own fees.

9. ASSESSMENT AND RECOVERY OF COSTS

You must, if **We** ask **You**, tell **Your** professional adviser to send all of their files and any bill of **Costs** for assessment by a court or certification by the appropriate professional body or auditing by cost consultants appointed by **Us**. **You** must:

- a) take steps to recover **Costs** awarded or agreed to be paid to **You**; and
- b) immediately pay **Us** any **Costs** recovered, or tell **Your** professional adviser to do so.

If **You** pay or agree to pay **Costs** above the **Limit of Cover** in order to end **Your** case, any **Costs** awarded or agreed to be paid to **You** will be divided between **Us** and **You** to reflect the proportion of **Costs** that both **We** and **You** have paid or, but for the recovery of **Costs** from **Your** opponent(s), would be liable to pay. **You** will pay **Us** or tell **Your** professional adviser to pay to **Us** the amount that is due to **Us** immediately.

10. DISPUTES

Either **You** or **We** may refer any dispute to an arbitrator who will be a solicitor or barrister. If **We** cannot agree on an arbitrator the Chartered Institute of Arbitrators will choose one. The arbitration will be under the Arbitration Acts in force and will be binding on the parties. If the arbitrator decides that **You** should pay the **Costs** of the arbitration, **We** will not pay these under this policy.

11. AGREEMENT

We are not bound by any agreement that **You** or **Your** professional adviser make without **Our** prior approval or permission.

12. WAIVER

If **We** waive(s) any right or breach of any term of this policy, this will not waive any other right or later breach.

13. TRANSFERRING YOUR RIGHTS

You cannot transfer **Your** rights under this policy. A person, partnership (whether limited or not) or company who is not a party to this policy has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

14. THE LAW THAT APPLIES

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom (meaning England, Scotland, Northern Ireland and Wales) in which **Your** main residence is situated.

CANCELLATION

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

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

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

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

Provided the premium has been paid in full **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

COMPENSATION SCHEME

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if Great Lakes Reinsurance (UK) SE cannot meet its financial obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can

get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

DATA PROTECTION

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

CONSUMER INSURANCE ACT

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to supply accurate and complete answers to all the questions in the declarations that **You** made when purchasing this policy and to make sure that all information supplied is true and accurate. **You** must tell **Us** of any changes to the answers **You** have given as soon as possible. Failure to advise **Us** of a change to **Your** answers may mean that **Your** policy is invalid and that it does not operate in the event of a claim.



Landlord Legal & Rent Guarantee Policy

MASTER CERTIFICATE NO: LLANDRG / 06 / 2016

INTRODUCTION

This Residential Landlords Legal Expenses Insurance Policy with Rent Guarantee Cover is arranged by Lexelle Limited and is underwritten by UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE.

Some important facts about this Legal Expenses policy are summarised in this document. This summary does not describe all of the terms and conditions of the policy, so you will need to take time to read the insurance policy wording to make sure that you understand the cover that it provides. All references below to the cover provided are contained within the full policy wording. Please note that a full policy wording is available for your inspection upon request.

TYPE OF INSURANCE

The policy is designed for Residential Landlords that wish to cover themselves for the cost of Legal Fees in the event of a breach of tenancy agreement. The policy will cover the cost of professional fees charged by a claims handler, or solicitor following a specific occurrence, provided that occurrence is detailed within the policy wording and is not specifically excluded within the policy schedule issued.

TENANT REFERENCING - IMPORTANT POLICY CONDITIONS

For this policy to be valid all Let Properties have to be FULLY referenced by a Licensed Tenant Reference Company and a formal Tenancy Agreement must be in place prior to your tenants vacating the Let Property:

The following Tenants Checklist details the conditions that must be valid from the START of the Tenancy Agreement (Valid Types of Tenancy Agreement are listed in the main Policy Terms & Conditions (See "Policy Definitions - Tenancy Agreement").

Tenancy Checklist:

- Copies of 2 forms of identification, including one which contains a photograph
- A recent Utility Bill or Bank Statement
- Recent Credit Check within 45 days of the Tenancy Agreement and within 12 months prior to the commencement of the policy
- The Credit Check must be clear of CCJ's (last 3 years and none outstanding), show no previous bankruptcies and demonstrates the tenant or guarantor's ability to meet their rent commitments.
- Satisfactory reference from the tenant's employer and a past landlord or from one other referee if either unavailable

Please note: If any doubts as to the integrity or financial standing of the tenant are expressed in any tenant reference or there is a lack of response to any enquiry, you must obtain our approval prior to commencement of the letting. On the making of any claim you should be in a position to forward not only copies of the notices to us but also copies of the letters requesting the same. You shall not allow any tenant into occupation until the first month's rent and the dilapidations deposit payment have been cleared in the managing agent's bank account (or alternatively cash has been received)

WHAT IS COVERED

1. PURSUIT

We will negotiate your legal rights:

- After an incident of physical damage to your property
- In trying to get possession of your property that you have let under a Tenancy Agreement. Note:- you must be trying to regain possession under the relevant Housing Act or Housing (Scotland) Act.
- To evict anyone (including squatters) in your property who has not got your permission to be there
- To recover any rent your tenant owes for your property

POLICY LIMITS - £ 50,000

EXCESS - Nil

2. DEFENCE

We will defend your legal rights if an incident arising from your letting your property leads to you being prosecuted in a criminal court

POLICY LIMITS - £ 50,000

EXCESS - Nil

3. HOTEL EXPENSES

We will pay up to £50 per day up to the limit of cover for hotel expenses, where no alternative accommodation is available, whilst you try to get a possession order for your property so that you can live in it

POLICY LIMITS - £ 1,500

EXCESS - Nil

4. RENT GUARANTEE (Cover - as shown in your policy schedule)

Any rent your tenant owes you up to vacant possession under a formal Tenancy Agreement as defined in Section 1b of the main policy terms and conditions. This is on the condition that the rent arrears occur during the tenant's occupation of your property and that we are providing cover under Section 1 for you to regain possession of your property.

Key Conditions:

- There must be one month or more rent outstanding in England and Wales prior to claim no payment will be made until you are legally seeking repossession of the property due to rent arrears. A maximum of 6 or 12 monthly rent payments are covered (as shown in your policy schedule)
- We shall not be liable for any advance amounts or deposits paid to you by the tenant that are not required for the repair of dilapidations. Receipts may be offset against settlement of a claim.

POLICY LIMITS - Monthly rent sum as defined in your policy schedule

EXCESS - Nil Excess

SIGNIFICANT AND UNUSUAL EXCLUSIONS, CONDITIONS OR LIMITATIONS:

The policy will exclude claims where the incident falls outside of the scope of cover provided by the policy wording or where this is subject to a specific exclusion or limitation. Please refer to the policy wording for full details. The most significant or unusual exclusions or limitations are outlined below.

- Any claim reported to us (a) after the period of insurance expires.
- Any claim arising from an event that starts outside of the policy period of insurance
- Any claim where any disagreement with your tenant is within the first 90 days of the start of the policy period and the Tenancy Agreement started before the start of the policy period.
- Any claim where your delay in reporting an event has prejudiced the Insurer's position.
- Any claim concerning or arising from:
 - a) building, rebuilding, converting or extending all or part of a building
 - b) town and country planning laws and regulations
 - c) subsidence land heave, landslip, mining or quarrying
 - d) an alleged dishonest or malicious act by you
 - e) a dispute between you and us and/or the Insurer about this Legal Expenses Policy and
 - f) any application for judicial review
- Any claim relating to any works by or under the order of any government, public or local authority
- Any claim directly or indirectly caused by or contributed from:
 - a) ionising radiations or contamination by radioactivity from any radiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or any nuclear component;
 - c) war, terrorism, riot, revolution or other similar event;
 - d) any software, stored program, computer, device or system failing (or partly failing) because of a date-based event;
- You must obtain or have obtained and be able to produce an up to date satisfactory tenant reference prior to the granting of the tenancy. See **TENANT REFERENCE REQUIREMENTS** on page one.
- You must ensure that you comply with the requirements of any statutory rent deposit scheme
- You must ensure that all pre-agent notices and pre-proceeding notices are served personally, with the person serving the notice, if possible, retaining a copy of the notice duly signed and dated by way of receipt by the recipient(s) of the notice.
- Please note that if you should engage the services of a solicitor prior to making contact with us any costs that you incur are not covered by this Insurance.
- The jurisdiction and territorial limits of the policy is The United Kingdom

DURATION OF THE CONTRACT

The cover provided by the policy is normally for a 12 month period. Where this is altered, it will be clearly shown within the quotation provided and policy schedule subsequently issued.

CANCELLATION

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

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

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

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

Provided the premium has been paid in full you will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

MAKING A CLAIM

You must notify us as soon as you become aware of any event which may give rise to a claim under this policy.

If you become aware of any event that may result in a claim, please telephone us on Tel: 0114 220 1794 as soon as possible to tell us about it, quoting the Master Certificate Number at the head of Page 1 of this Key Facts document.

HOW TO MAKE A COMPLAINT

It is the intention to give you the best possible service but if you do have any questions, concerns or complaint about the handling of this insurance or the handling of a Claim you should contact the Claims Manager at Lexelle Ltd. The contact details are: Claims Manager, Lexelle Ltd, P.O. Box 4428, Sheffield, S9 9DD. Tel: 0114 249 3300 Fax: 0114 249 3323.

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

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. You may contact the Financial Ombudsman Service at: Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR, Tel: 0300 123 9 123

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.

DATA PROTECTION ACT 1998

Please note that any information provided to us will be processed by us and our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

COMPENSATION SCHEME

In the event that Great Lakes Reinsurance (UK) SE is unable to meet its liabilities you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). Further information can be found in your policy under the "Compensation Scheme".

GOVERNING LAW

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom (meaning England, Scotland, Northern Ireland and Wales) in which your main residence is situated.