



Legal Protection Policy Wording

INTRODUCTION

This Policy expires at midnight on the last day of the first or subsequent Periods of Insurance.

ON RECEIPT OF YOUR POLICY WORDING

This Policy wording should be read in conjunction with the Statement of Insurance and Certificate of Insurance, together with any information that You have provided when applying for the insurance. Together they form the Policy and are to be read as one document and any word or expression used with a specific meaning in any of them has the same meaning wherever it appears.

DEFINITIONS

Any word or expression to which specific meaning has been given shall have that meaning wherever it appears and will be shown in bold type.

Agent: A letting or managing agent acting on the behalf of the Insured.

Alternative accommodation: The cost of accommodation in a hotel, guest house or other rented property, but excluding all other charges.

Any one claim: All claims or Legal proceedings, including appeals, arising from or relating to the same Insured incident.

Appointed solicitor: The Letsure Legal Service, or other suitably-qualified representative to whom the Administrator has agreed, who is appointed to act for the Insured.

Certificate of Insurance: The current Certificate of Insurance which is completed by the Administrator and attached to the Policy.

Insured incident: A dispute between the Insured and the Tenant following:

- a) a breach by the Tenant of his obligations under the Tenancy Agreement, or
- b) an alleged breach by the Insured of his obligations under the Tenancy Agreement
- c) the removal of unauthorised occupants from the Property.

Legal costs and expenses:

- a) legal fees and disbursements reasonably and properly incurred by the Insured's Appointed solicitor to which the Company has agreed; or
- b) legal fees and disbursements incurred by the Company; or
- c) the costs of any other party involved in the Legal proceedings if the Insured has to pay those costs. This includes costs following an out-of-court settlement to which the Company must have agreed.

Legal proceedings: A legal action to protect the Insured's rights.

Limit of indemnity: The maximum amount the Company will pay under this Policy during Any one Period of Insurance.

Period of Insurance: The period specified on the Certificate of Insurance.

Letsure Legal Service: A panel of solicitors experienced in landlord/tenant matters.

Premium: The cost of the cover as specified on the Certificate of Insurance.

Tenancy agreement: The agreement between the Insured and the Tenant to let the Property.

- a) An Assured Tenancy or Assured Shorthold Tenancy within the Housing Act 1988 (as amended by the Housing Act 1996) ; or
- b) A Short Assured Tenancy or Assured Tenancy as defined in the Housing (Scotland) Act 1988; or
- c) A written legally binding agreement prepared with due care and skill where the tenant is a Limited Company or where the annual rental for the types of tenancy described in a) and b) above is exceeded.
- d) A written legally binding agreement prepared with due care and skill which complies with all of the requirements of the Tenancy Terms Regulations (Northern Ireland) 2007.

Where the Tenant consists of more than one individual, those individuals must be held jointly and severally liable for the obligations imposed by the Tenancy Agreement.

Tenancy Deposit: The sum received by the Insured from the Tenant(s) as a security deposit for dilapidations, rent and any other liability under the Tenancy Agreement.

Territorial Limits: England, Scotland, Wales and Northern Ireland.

The Administrator: This policy is administered in the United Kingdom by Letsure, a trading name of Barbon Insurance Group Limited, registered in England No. 03135797

The Company: This policy is administered in the United Kingdom by Letsure, a trading name of Barbon Insurance Group Limited, registered in England No. 03135797 and underwritten by Propgen Insurance Limited

The Insured: The person(s), company, partnership or association named on the Certificate of Insurance.

The Property: The property detailed on the Certificate of Insurance and in the Tenancy Agreement.

The Tenant: The person(s) who rent the Property from the Insured and defined as such in the Tenancy Agreement.

Vacant possession: The date on which the Property is surrendered by the Tenant.

COVER

The Policy covers:

- 1 the Insured for Legal costs and expenses of the Appointed solicitor in respect of an Insured incident including the cost of taking action against the Tenant or former Tenant to obtain payment of unpaid rent;
- 2 the Insured's Alternative accommodation costs for the period after the Tenancy Agreement has ended until



the date full and Vacant possession is obtained, subject to a maximum period of thirty days, where:

- a) the Insured cannot regain possession of the Property because of the nuisance caused by, or acts of, the Tenant; and
 - b) the Insured has no other suitable accommodation available during this period.
- 3 a witness attendance allowance up to the Limits of indemnity which apply when the Insured or the Agent or an employee, director or partner of the Insured is absent from work because of attendance at court in connection with an Insured incident as a:
- a) witness at the Appointed solicitor's request; or
 - b) defendant at any court, tribunal or arbitration hearing.

The witness attendance allowance applies where there is a claim under this Policy which the Administrator has agreed to cover.

NOTE An Insured incident must arise during the Period of Insurance. Cover will only be operative where all of the Policy conditions have been complied with.

LIMITS OF INDEMNITY

The maximum amount The Company will pay under this Policy during any one Period of Insurance for:

- 1 Any one claim and in total on any one Certificate of Insurance **£50,000**
- 2 witness attendance allowance per person per full day (if attendance is required for less than a full day, the daily allowance will be payable in proportion to the time spent) **£100**
- 3 total witness attendance allowance for Any one claim **£1,000**
- 4 Alternative accommodation expenses per day **£50**
- 5 total of Alternative accommodation expenses Any one claim **£1,500**

EXCLUSIONS

The Company shall not be liable for:

- 1 an Insured incident reported to the Administrator more than **60** days after the date that it became known to the Insured or the Agent;
- 2 claims where the Insured or Agent has not obtained for each Tenant or each guarantor;
 - a) one satisfactory written financial reference or a credit reference and one other satisfactory written reference; and
 - b) a minimum of one month's rent as a Tenancy deposit before letting the Property to the Tenant.
- 3 fees, costs and disbursements incurred without the written acceptance of a claim by The Administrator;
- 4 an Insured incident:

- a) occurring prior to the commencement of the Period of Insurance; or
 - b) known to the Agent or the Insured as likely to occur after the commencement of the Period of Insurance.
- 5 any dispute between:
 - a) the Agent and the Insured; or
 - b) the Insured and the Administrator or the Company.
 - 6 Legal costs and expenses incurred in connection with a claim where the amount in dispute is less than £250 at any time;
 - 7 costs arising from or as a result of change in government legislation or statutory instrument(s);
 - 8 any dispute with multiple tenants on a single property where their liability is not joint and several;
 - 9 any matter concerning rent registration, rent reviews, extension of a lease or purchase of a freehold or a matter which falls within the jurisdiction of rent, rates or land tribunals, unless the Insured is defending Legal proceedings brought by the Tenant;
 - 10 any damages, fines or penalties;
 - 11 any claims or Legal proceedings where the Insured is or would be, but for the existence of this Policy, entitled to indemnity under any other insurance Policy;
 - 12 the defence of any Legal proceedings arising from or relating to any actual or alleged dishonesty, fraud or malicious conduct of the Insured unless such Legal proceedings are successfully defended;
 - 13 Legal Expenses arising directly or indirectly from:
 - Equipment failing correctly to recognise data representing year 2000 or any other date in such a way that it does not work properly or at all.
 - Equipment includes computers and anything else which has a microchip in it.
 - Computers include hardware software data electronic data processing equipment and other computing and electronic equipment linked to a computer.
 - Microchips include integrated circuits and microcontrollers.
 - Computer viruses include any program or software which prevents any operating system computer program or software working properly or at all.

POLICY CONDITIONS

It is a condition of the Policy that the Insured and/or the Agent:

- 1 has paid the Premium for the Period of Insurance or has agreed to pay it to the Administrator;
- 3 complies with all conditions of a mortgage;
- 3 complies with all conditions of the Tenancy Agreement, which must be in writing;



- 4 has a Tenancy Agreement that complies with all the requirements of any relevant legislation and statutory instrument(s);
- 5 notify the Administrator immediately of any changes that may affect the level and/or cover of your insurance.
- 6 has a duty to minimise the likelihood or the cost of Legal proceedings;
- 7 obtains for each tenant or each guarantor:
 - a) one satisfactory financial or credit reference and one other satisfactory written reference; and
 - b) a minimum of one month's rent as Tenancy Deposit before letting the property to the tenant;
 - c) comply with the requirements of The Housing Act 2004 in connection with any Tenancy deposit received.

YOUR CANCELLATION RIGHTS (COOLING OFF PERIOD)

You have the right to cancel your Policy during a period of 14 days after the day of purchase of the contract or the day on which you receive your Policy documentation.

If you wish to do so and the insurance cover has not yet commenced, you will be entitled to a full refund of the Premium paid.

Alternatively, if you wish to do so and the insurance cover has already commenced, you will be entitled to a refund of the Premium paid subject to a deduction for the time for which you have been covered. This will be calculated on a pro-rata basis for the period in which you received cover and may include an additional charge of up to £25 to cover the administrative cost of providing the Policy.

To exercise your right to cancel, please contact Letsure Customer Services, Hestia House, Edgewest Road, Lincoln LN6 7EL (Telephone **0800 0358242**).

If you do not exercise your right to cancel your Policy, it will continue in force for the term of the Policy and you will be required to pay the Premium as stated for the Period of Insurance shown on the Certificate of Insurance.

CANCELLATION AND RENEWALS

The Insurer and / or Company for their respective rights and interests may cancel the Policy at any time by giving seven days notice to the Insured Person(s). Such cancellation shall not prejudice the rights of the Insured Person(s) under the Policy in respect of any Insured event occurring prior to the date of cancellation.

The Insured Person(s) may cancel the Policy after the initial cooling off period, by giving the Company 14 days notice. The Premium shall be adjusted on the basis of the Company receiving the relevant short-term Premium for the Period of Insurance provided (which may include a

charge of up to £25 for administration). If the amount due to the Insured Person(s) when the Policy is cancelled is more than the amount paid the difference must be paid.

The Insurer will never refund the Premium if a claim has been made during the Period of insurance.

AUTOMATIC RENEWAL

When the Policy is due for renewal the Insurer and /or Company may offer to renew it automatically. This saves the worry of remembering to contact the Company prior to the renewal date. If the Insurer / Company offer to do this they will write to the Insured Person(s) before the Policy expires with full details of the future Premium and Policy conditions.

If the Insured Person(s) does / do not wish to renew the Policy they should let the Company know prior to expiry of the current Period of Insurance.

Should the Insurer and / or Company decide that they do not wish to renew the Policy they will notify you in writing prior to the renewal date.

CHANGES THAT AFFECT THIS INSURANCE

It is your responsibility to provide accurate information upon request to insurers when you take out your insurance Policy, throughout the life of your Policy, and when you renew your insurance. It is important that you ensure that all statements you make on proposal forms, statements of fact, claims forms and other documents are accurate to the best of your knowledge. Please note that if you make a misrepresentation, this could invalidate your insurance cover, and could mean that part or all of a claim may not be paid.

CLAIMS PROCEDURES

Contact the Company and complete a claim form if requested to do so. This can be obtained from the Company. The Company will pay Rent to the Insured Person(s) and settle Legal costs and expenses direct to the Legal Service.

Telephone: 0330 3337067

Email: rentguaranteeclaims@letsure.co.uk

In writing to: Letsure Claims Department, Hestia House, Edgewest Road, Lincoln, LN6 7EL.

CLAIMS SETTLEMENT CONDITIONS

**A It is a condition of the company settling the Insured's claim that the Insured and/or the Agent:**

- 1 does not enter into negotiations with the Tenant for any rent deferment or waiver and informs the Appointed solicitor immediately of any offer or payment made with a view to settling the claim;
- 2 does not agree to accept any offer or payment without the Appointed solicitor's prior approval;
- 3 accepts any reasonable offer approved by the Appointed solicitor within two months;
- 4 gives the Appointed solicitor every co-operation to recover from third parties legal costs and expenses and other costs. Any legal costs and expenses recovered must be paid as prior charge to the company who will be responsible for distributing any balance to the Insured or Agent;
- 5 should attend any court hearing if required to do so by the Appointed solicitor;
- 6 does not pursue or defend a case in a manner contrary to that advised by the Appointed solicitor;
- 7 provides relevant or requested information and proper instructions so as not to prejudice the position of themselves or the Company;
- 8 gives the Administrator full written details of the Insured incident and provides such proofs, supporting evidence and other information as may be requested by the company;
- 9 has exhausted all their normal credit control procedures in respect of a claim arising under paragraph 1 of the cover.

B It is a condition of the company settling the insured's claim that:

- 1 The Administrator or Company will grant consent to the claim if all of the following apply:
 - a) the Insured has a reasonable chance of winning the case and achieving a reasonable financial benefit;
 - b) it is reasonable in all the circumstances to pay the Insured's legal costs and expenses;
 - c) the amount in dispute exceeds the likely total of all legal costs and expenses;
 - d) the Legal proceedings arise from a cause of action which is covered by the Policy. This cause of action must happen within the Territorial limits during the Period of insurance;
 - e) the Legal proceedings will be dealt with by a court within the Territorial limits;
 - f) the Insured has kept to the terms and conditions of the Policy and none of the exclusions apply to the Insured's claim.

If the Administrator or the Company does not accept the Insured's claim, the Administrator or the Company will explain why.

- 2 The Administrator or Company shall accept a claim if it offers reasonable prospects of the recovery of damages or other remedy or for a successful defence. The Appointed solicitor is the sole and binding arbitrator in respect of this clause. The Administrator or Company may discontinue the indemnity in connection with all legal costs and expenses if during the course of the claim it considers that such prospects no longer exist. If the Administrator or Company discontinues a claim the Administrator shall inform the Insured of the reason for doing so.
- 3 The Administrator or Company reserves the right to:
 - a) investigate the circumstances of the Insured incident and attempt to obtain settlement of the claim prior to Legal proceedings;
 - b) appoint building surveyors, independent inventory clerks or any other independent body to negotiate on its behalf;
 - c) discontinue a claim if the Appointed solicitor considers the lack of any or all of the following prejudice the Company's position;
 - i) a descriptive inventory prepared and signed at the start of the Tenancy Agreement by the Insured or their Agent and the Tenant;
 - ii) an exit inventory carried out in the presence of the Tenant by the Insured or their Agent at the time the Tenant vacates or immediately after the Insured becomes aware of the Tenant vacating the property;
- 4 when the Insured needs to start Legal proceedings, the Administrator will appoint the Appointed solicitor on behalf of the Insured. If the Insured wishes to nominate a different solicitor, he must advise the Administrator of the solicitor's name and address in writing. If the Administrator does not agree with the Insured's choice, the matter will be dealt with under Policy Condition B. The Appointed solicitor will act on behalf of and in the name of the Insured;
- 5 The Administrator will pay legal costs and expenses directly to the Appointed solicitor on behalf of the Insured;
- 6 the cost of taking Legal proceedings to obtain payment of unpaid rent is restricted to the original enforcement action and ONE further enforcement action;
- 7 if the Insured is insolvent when a claim is notified to the Administrator or becomes insolvent during the course of any Legal proceedings to which the Company have granted consent, the Company shall reserve the right to refuse to grant consent or to withdraw support straight away. The Insured shall be considered insolvent when a office-holder within the meaning given by section 233(1) or 372 (1) of the Insolvency Act 1986 is appointed in relation to the Insured;



8 if the Insured wants to appeal against a court's decision the Insured must give the Company the reasons and get the company's written Agreement. The Insured must give the Company written notice by recorded delivery at least ten working days before the final date for lodging the Insured's appeal; if the company pays legal costs and expenses up to the Limit of indemnity and the Insured pays more legal costs and expenses to end the Insured's case, the Company and the Insured will share any legal costs and expenses that are recovered. The Company and the Insured will each receive the same percentage as was paid.

COMPLAINTS PROCEDURE

Letsure are committed to providing the highest standards of customer service. Whilst we work hard to achieve this, we recognise that there may be occasions when problems arise and You can help us by telling us what You think of our service. We welcome all Your comments, whether they are suggestions, compliments or complaints.

This page explains how to tell us about a problem, how we will deal with Your complaint and what to do if we can't resolve it for You.

How to complain to Letsure

Many things can be sorted out by speaking to us directly by telephone, and often a phone call will usually be enough to put matters right, but if You prefer You can make Your complaint in writing or by email.

Letsure contact details are follows:

Complaints
Letsure Ltd
Hestia House
Unit 2 Edgewest Road
Lincoln
LN6 7EL

Telephone: 0800 0358242

Email: complaints@letsure.co.uk

In order for us to deal with Your complaint as quickly as possible, it will help us if You mark Your correspondence "Complaint" and provide as much information as You can – for example Policy reference numbers, details of who You have been dealing with previously, how to get in touch with You and what You would like us to do to resolve the matter.

How we will deal with Your complaint:

Your complaint will be passed to a member of staff who can best address the problem

If we can, we will resolve Your complaint immediately, and confirm the action we have taken in writing

If we are unable to resolve the matter to Your satisfaction straight away, we will commence an investigation and acknowledge Your complaint in writing within 5 working days. At this stage we will tell You who is dealing with it, what we are going to do and how long we expect it to take

If we have been unable to resolve Your complaint within 4 weeks, we will write to You again with details of the current position

If we have been unable to resolve Your complaint within 8 weeks, we will write to You again explaining the delay and what we are doing to help You

When we have completed our investigations, we will issue a final response, setting out the action we are taking

FINANCIAL OMBUDSMAN SERVICE

If You are not happy with our decision You may be able to pass Your complaint to the Financial Ombudsman Service, an independent organisation who will review your case.

Their address is:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Phone: 0800 023 4567 if calling from a land line or 0300 123 9123 if calling from a mobile

You can visit the Financial Ombudsman Service website at www.financial-ombudsman.org.uk

The Ombudsman's service is available to personal policyholders. Their service is also open to charities trustees and small businesses with income or assets within defined limits

You can get more information from us or the Ombudsman

If You take any of the action mentioned above it will not affect Your right to take legal action.

FINANCIAL SERVICES COMPENSATION SCHEME

If We fail to carry out Our responsibilities under this Policy You may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.org.uk or by phone on 0800 678 1100 or 0207 741 4100



Propgen Insurance Limited are not covered by the Financial Services Compensation Scheme.

LAW APPLICABLE TO THE CONTRACT

The law applicable to this contract is subject to agreement between the parties. Unless a special endorsement to the contrary has been requested by you and agreed by us the law applying to this insurance contract will be as follows:

- a) If you are applying for insurance protection as a private individual the law applicable to that part of the United Kingdom in which you or the first named Insured Person normally resides; or
- b) If you are applying for insurance protection in your capacity as a sole trader the law applicable to that part of the United Kingdom in which you have your principle place of business; or
- c) If neither of the above applies the Law of England & Wales.

ARBITRATION

Any dispute between the Insured Person(s) and the Insurer in respect of this policy maybe referred to a single arbitrator who shall be either a solicitor or barrister agreed upon by both parties. Failing agreement, the arbitrator shall be nominated by the President of the appropriate Law Society, Bar Council or other professional body within the Territorial Limits. The party against whom the decision is made shall meet the costs of the arbitration in full. If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs. If the decision is made in favour of the Insurer, the Insured Person(s)' costs shall not be recoverable under this Policy.

The Insured Person(s) can still use the complaints procedure shown elsewhere in this Policy.

DATA PROTECTION NOTICE - HOW WE PROTECT YOUR PERSONAL DATA

Introduction

Please make sure that you read and understand this Data Protection notice as it explains to you what we will do with the information that you give us. If you apply for our products and/or services it is highly likely that we will need both personal and sensitive data about yourself and anyone else who is covered by the application form in order to administer the insurance Policy and any claims which may arise. You should show this notice to any other person covered under your insurance Policy. If your application includes other individuals we will assume that they have given their consent to you for you to give their information to us.

The Data Controller

Letsure is a trading name of Barbon Insurance Group Limited which is authorised and regulated by the Financial Conduct Authority for insurance mediation. Registered in England number 3135797. Registered office address Hestia House, Edgewest Road, Lincoln LN6 7EL. Calls are recorded for training and monitoring purposes.

The Data Controller will be Barbon Insurance Group Limited.

Protection of your personal data

The security of your personal information is very important to us and we are compliant with all current data protection legislation. All personal information that you supply to us either in respect of yourself or other individuals in connection with our products and/or services will be treated in confidence by us and will be held by us for the purpose of providing and administering our products and services. This may involve the collection and processing of sensitive data (as defined in the Data Protection Act 1998) and if you complete an application form for our products and/or services you will be giving your consent to such information being processed by us (which may include other companies within the Barbon Group) or our agents. Your personal & sensitive data may also be shared with the underwriter of our insurance products.

It may be necessary to pass your personal and sensitive data to other companies for processing on our behalf. Some of these companies may be based outside Europe in countries which may not have the laws to protect your personal data, but in all cases we will ensure that it is kept securely and only used for the purposes for which it was provided.

Inaccurate Data

If you believe that we are holding inaccurate information about you, please contact the team responsible for administering your Policy and they will be happy to correct any errors.

Telephone calls

Please note that for our mutual protection telephone calls to Letsure may be monitored and/or recorded.

Fraud prevention, detection & claims history

In order to prevent and detect fraud we may at any time:

- Share information about you with other organisations and public bodies including the Police;
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this. We and other organisations may also search these agencies and databases to;
- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;

- Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;
- Undertake credit searches and additional fraud searches.

We can supply on request further details of the databases we access or contribute to.

Customer Satisfaction Surveys

We aim to continuously improve the services we offer to our customers. Occasionally we carry out customer satisfaction surveys which may be for our own benefit or for more general interest, and we may need to collect further information about you in connection with them. Surveys will usually be carried out by Letsure but in some circumstances we will use an external firm. Your participation in such a survey is entirely optional but your help and feedback would be appreciated.

MARKETING

We would like to keep you informed (by telephone, post or email) of selected products and services available from us and our carefully chosen suppliers. If you would prefer not to receive this information, please let us know when you call or write.