



# Rentsure Silver 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.

## 1 DEFINITIONS

Any word defined below will carry the same meaning wherever it is shown in the Policy. Definitions are listed in alphabetical order.

**ACTS OF PARLIAMENT:** referred to in this Policy will include any later amendments to those Acts and any equivalent legislation, which is enforceable within the Territorial Limits.

**AGENT:** any company who acts as a managing agent for the Insured Person(s) in respect of the Property as detailed in the Certificate of Insurance attaching to and forming part of the Policy.

**ALTERNATIVE ACCOMMODATION:** the cost of accommodation in a hotel, guest house or other rented property, but excluding all other charges.

**ANY ONE CLAIM:** All legal proceedings, including appeals, arising from or relating to the same original cause, event or circumstance.

**CERTIFICATE OF INSURANCE:** the document attached to the Policy, which describes the Insured Person(s) or Limited Company, and any details of the policy, which are specific to the Insured Person(s) or limited company.

**COMPANY:** Letsure is a trading name of Barbon Insurance Group Limited, registered in England No. 03135797, authorised and regulated by the Financial Conduct Authority, Register Number 308724.

**COURT:** A court, tribunal or other appropriate authority.

**ENDORSEMENT:** An amendment to the Policy.

**EXCESS:** The amount borne by the Insured Person in respect of each claim as detailed on the Certificate of Insurance.

**INDEMNITY:** The compensation for losses arising out of an Insured Event.

### INSURED EVENTS:

- a) Dispute between the Insured Person(s) and the Tenant following a breach by the Tenant of his obligations under the Tenancy Agreement;
- b) The removal of unauthorised occupants from the Property;
- c) An alleged breach by the Insured of his obligations under the Tenancy Agreement.

**INSURED PERSON:** The landlord(s) who rent the Property to the Tenant(s) as detailed on the Certificate of Insurance and defined as such in the Tenancy Agreement, for their respective rights and interests.

**INSURER:** 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.

**LANDLORD(S):** The person(s), company, partnership or association who rent the Property as detailed in the Certificate of Insurance and defined as such in the Tenancy Agreement.

**LEGAL COSTS AND EXPENSES:** Legal fees costs and disbursements reasonable and properly incurred by the Legal Service.

**LEGAL SERVICE:** A Company appointed representative or solicitor experienced in Landlord and Tenant matters.

**LETSURE COMPREHENSIVE TENANT ASSESSMENT:** A service provided by the Company to provide a 'one stop' method of obtaining all necessary references to confirm suitability of a Tenant.

**PERIOD OF INSURANCE:** The period specified on the Certificate of Insurance.

**POLICY:** The documents consisting of this Policy, the current Certificate of Insurance, attaching to it, and any Endorsements issued by the Company.

**PROPERTY:** The rented Property detailed in the current Certificate of Insurance and in the Tenancy Agreement.

**PREMIUM:** the premium specified on the Certificate of Insurance.

**RENT:** The sum due to be paid by the Tenant to the Insured Person and defined as such in the Tenancy Agreement.

**TENANT:** The person(s) or Limited Company who rent the Property from the Insured Person(s) and defined as such in the Tenancy Agreement.

**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 paid by the Tenant or on behalf of the Tenant as security against the performance of the Tenants obligations under the Tenancy Agreement, the discharge of any liabilities, any damage to the property and /or non payment of rent during the term of the Tenancy Agreement.

**TENANCY DEPOSIT SCHEME:** A scheme operated by or on behalf of the Government from 6th April 2007 to safeguard Deposits paid in connection with Assured Shorthold Tenancies in England and Wales; and to facilitate the resolution of disputes arising in connection with such deposits.

**TERRITORIAL LIMITS:** England, Scotland, Wales and Northern Ireland.

**VACANT POSSESSION:** The date on which the Insured Person(s) recovers possession of the Property.

## 2 WHAT IS COVERED

The Policy provides cover for the Insured Person(s), as a result of an Insured Event in respect of:

- 2.1 Loss of Rent until Vacant possession has been obtained.
- 2.2 Loss of Rent after Vacant possession has been obtained.
- 2.3 Legal costs and expenses of the Legal service within the Territorial Limits.
- 2.4 Alternative accommodation 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 the Insured Person(s) has/have no other suitable accommodation available during this period;  
An Insured Event must arise during the Period of insurance.

## 3 LIMITS OF INDEMNITY

The maximum liability of the Insurer, in respect of the Property insured, for any one claim and in total for any period of insurance will be **£60,000** but subject to the following limits:

- a) Rent in respect of paragraphs 2.1 and 2.2 above for the monthly rent and period as detailed on the Certificate of Insurance, and
- b) Alternative accommodation expenses in respect of paragraph 2.4 above up to **£50 per day** and a total of **£1,500**

## 4 WHAT IS NOT COVERED

The Insurer will not be liable for:

- 4.1 An Insured Event reported to the Company more than **30 days** after the date it became known to the Insured Person(s) or Agent.
- 4.2 Fees, costs and disbursements incurred before written acceptance of a claim by the Company
- 4.3 An Insured Event:

a) occurring prior to the commencement of the Period of insurance or after expiry of the Period of Insurance.

b) known to the Insured Person(s) or Agent as likely to occur.

4.4 Any Rent after the limit of Indemnity has expired or the Property is re-let, whichever is the sooner.

4.5 Any Rent exceeding the monthly limit as detailed on the Certificate of Insurance.

4.6 The Excess detailed in the Certificate of Insurance.

4.7 Any dispute between the Agent and the Landlord(s).

4.8 Any dispute arising out of a contract that the Insured Person(s) has/have with any person or organisation other than the Tenant(s).

4.9 Any interest payable by the Tenant for the late payment of Rent.

4.10 Legal costs and expenses incurred in connection with a claim where the amount in dispute is less than £250 at any time.

4.11 The defence of any legal proceedings arising from or relating to any actual or alleged dishonesty, fraud or malicious conduct of the Insured Person(s) unless such legal proceedings are successfully defended.

4.12 Opponents' legal costs and /or awards by order of a Court, settlement or discontinuance.

4.13 Indemnity arising from or as a result of change in Government Legislation or statutory instrument(s).

4.14 An Insured Event arising from malfunctions to computer software or operating systems wholly or partly caused by or attributable to a date-based event whether occurring on, before or after the year 2000.

4.15 Any Insured Event or expense of any kind caused directly or indirectly by:

a) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel;

b) the radioactive, toxic, explosive or other dangerous properties or nuclear machinery or any part of it.

4.16 Any loss or damage caused by any kind of war, invasion or revolution.

4.17 Any claim which may arise as a result of the Insured Person(s) failure to comply with The Gas Safety (Installation & Use) Regulations 1994, The Electrical Equipment (Safety) Regulations 1994 or The Furniture & Furnishings (fire) (Safety) (Amendment) Regulations 1993.

## 5 CONDITIONS

It is a condition of the Policy that the Insured Person(s) and Agent:

- 5.1. Have a Tenancy Agreement that complies with all the requirements of any relevant legislation and statutory instrument(s) and which must be in writing.
- 5.2. Obtains for each Tenant and/or guarantor, if used before letting the Property to the Tenant(s):

- a) a “satisfactory” Letsure Comprehensive Tenant Assessment. (This may be obtained via the Company who offer an online or telephone based service.); or
  - b) other Comprehensive Tenant Assessment; or
  - c) a “satisfactory” written financial reference and one other satisfactory written reference, and for each guarantor if used, one satisfactory financial reference.
- 5.3 Collects before letting the Property to the Tenant(s) at least one month’s Rent in advance as a Tenancy Deposit.
- 5.4 Comply with the requirements of The Housing Act 2004 in connection with any Tenancy Deposit received in connection with the Tenancy Agreement.
- 5.5 Allows the Company at its discretion to commence Court proceedings for possession of the Property and recovery of unpaid Rent.
- 5.6 Must make the Property available for re letting once Vacant possession is obtained and furthermore must accept any reasonable offer of a tenancy in excess of 85% of the preceding Rent.
- 5.7 May only claim Alternative Accommodation Expenses where:
- a) it is essential for the Insured Person to reoccupy the Property; and
  - b) the Tenant is not paying the Rent.
- 5.8 Do not enter into negotiations with the Tenant for any Rent deferment or waiver and inform the Legal Service immediately of any offer or payment made with a view to settling the claim.
- 5.9 Do not agree to accept any offer or payment without the approval of the Legal Service.
- 5.10 Accept any reasonable offer approved by the Legal Service within 2 months.
- 5.11 Afford to the Legal Service every co-operation to assist their attempt to recover from third parties Legal costs and expenses and other costs. Any costs recovered must be paid as prior charge to the Company who will be responsible for distributing any balance to the Insured Person(s).
- 5.12 Accepts that the decision made by the Agent or the administrator of the Tenancy Deposit Scheme used (if applicable) or in the event of a dispute, the appointed adjudicator’s decision over the allocation of the Tenancy Deposit will be final and binding. The Company will require written details of the allocation of the Tenancy Deposit before the matter is finally settled. Any balance of the Tenancy Deposit after deductions will be passed to the Company to reduce the Insurers liability. The Excess incurred under the terms of this Policy should not be set against the Deposit.
- 5.13 Should attend any Court hearing if required to do so by the Legal Service.
- 5.14 Do not pursue or defend a case in a manner contrary to that advised by the Legal Service.
- 5.15 Provide relevant or requested information and proper instruction so as not to prejudice the position of themselves or the Company.
- 5.16 Comply with all the conditions of a mortgage.
- 5.17 Comply with all the conditions of the Tenancy Agreement.
- 5.18 Notify the Company immediately of any changes that may affect the level and/or cover of your insurance.
- 5.19 Accepts following the occurrence of an Insured Event, that if the monthly Rent is higher than the Rent declared to the Company which is shown on the current Certificate of Insurance, the Insurer may reduce the amount of Rent payable in proportion to the amount of underinsurance revealed. Furthermore, if the difference is significant Insurers also reserve the right to refuse the claim.
- 5.20 Give the Company full written details of the Insured Event and provide such proofs, supporting evidence and other information as may be requested by the Company.
- 5.21 Forfeit the rights to any interest that may be recovered from the Tenant as a result of late payment of Rent.

**6 RESPECTIVE RIGHTS AND INTERESTS OF THE COMPANY AND/OR THE INSURER**

The Company and/or Insurer reserve the right to:

- 6.1 Investigate the circumstances of the Insured Event and attempt to obtain settlement of the claim prior to litigation.
- 6.2 At their own expense take proceedings in the name of the Insured Person(s) to recover any payment made under this Policy, when it is considered that there are rights of recovery against other parties. The Insured Person(s) must assist when reasonably required to do so, and must not make any payment or admission of liability without the Insurer’s and/or Company’s consent.

**7 LEGAL SERVICE**

Legal Service will:

- 7.1 Only take instructions from the Company and must act on behalf of the Company on all matters arising out of, or in connection with, the Insured Event.
- 7.2 Act in the name of the Insured Person.

**8 PROSPECTS OF SUCCESS**

The Company shall accept a claim if it offers reasonable prospects for the recovery of damages or other remedy or for a successful defence. The Legal Service is the sole and binding arbitrator in respect of this clause. The Company may discontinue the Indemnity in connection with all Legal costs and expenses if in the course of the claim it considers that such prospects no longer exist. If the Company either refuses to accept or discontinues a claim it shall

inform the Insured Person or the Agent of the reason for doing so.

If any dispute or difference shall arise as to the presentation, acceptances, rejection, control or discontinuance's of any claim, by virtue of defining Prospects of Success the Company and the Insured Person or the Agent, at the written request of either party, can present such dispute or difference to solicitor nominated by the Law Society. Both parties will present such information relevant to their differences to that solicitor as he shall require and his decision shall be final and binding on them. These costs shall be borne equally by all the parties and paid in advance. Such dispute must be notified within 14 days of the Company informing the Insured Person or the Agent of their intent to discontinue the Indemnity.

## 9 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 will include an additional charge of up to £25.00 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.

## 10 CANCELLATION AND RENEWALS

10.1 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.

10.2 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.

## 10.3 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.

## 11 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.

## 12 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.

## 13 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

We are committed to maintaining a high standard of professional conduct in all our dealings with customers. If you feel that your insurance arrangements have not been handled in the manner in which you would expect and you wish to make a complaint we would like to hear from you. Please contact:

Head of Customer Care  
Letsure  
Hestia House  
Unit 2 Edgewest Road  
Lincoln  
LN6 7EL

**Telephone:** 0800 0358242

**Email:** [complaints@letsure.co.uk](mailto: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.

## 14

### THE 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 and 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](http://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.

## 15 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](http://www.fscs.org.uk) or by phone on 0800 678 1100 or 0207 741 4100.

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

## 16 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:

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 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

- a) If neither of the above applies the Law of England & Wales.

## 17 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.

## 18 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

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.

## 19 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.