



# **JUST** LANDLORDS

## **LANDLORD LEGAL & RENT GUARANTEE INSURANCE POLICY WORDING**

**September 2021**

## CONTENTS

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Policy definitions	<b>1</b>
Your Landlord Legal & Rent Guarantee Insurance policy	<b>3</b>
Important policy information	<b>4</b>
Cover	<b>4</b>
Insured events	<b>5</b>
General policy exclusions	<b>6</b>
Policy conditions	<b>9</b>
Privacy policy	<b>12</b>
Contracts (Rights Of Third Parties) Act 1999	<b>13</b>
Notices	<b>13</b>
Reasonable care	<b>13</b>
Cancellation	<b>13</b>
Claims & helpline service	<b>13</b>
Law	<b>13</b>
Complaints procedure	<b>14</b>
Recovery of costs	<b>15</b>
Acts of parliament	<b>15</b>
Deposits	<b>15</b>
Compensation scheme	<b>15</b>

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## POLICY DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in bold in this policy:

<b>Administration agent</b>	Auto Legal Protection Services Limited (ALPS), registered in England No. 3676991. Registered Office: Sunnyside Mill, Highfield Road, Congleton, Cheshire, CW12 3AQ. ALPS is authorised and regulated by the Financial Conduct Authority (FCA). This can be checked on the Financial Services register by visiting the FCA's website at <a href="http://www.fsa.gov.uk/pages/register">www.fsa.gov.uk/pages/register</a> .
<b>Authorised professional</b>	A solicitor, counsel, claims handler or mediator, accountant, firm of accountants or other appropriately qualified person appointed and approved by <b>us</b> under the terms and conditions of this policy to represent <b>you</b> or an <b>insured person's</b> interests.
<b>Claim limit(s)</b>	The amount <b>we</b> will pay in respect of any one claim and the total amount payable within any one <b>period of insurance</b> as specified within the <b>schedule</b> .
<b>Court</b>	A court, tribunal or other competent authority.
<b>Deposit</b>	The sum paid by the <b>tenant to you</b> or the <b>letting agent</b> under the terms of the <b>tenancy agreement</b> for the purpose of providing <b>you</b> with reimbursement or partial reimbursement against losses arising from the <b>tenant's</b> breach of any of the terms of the <b>tenancy agreement</b> .
<b>Event</b>	The initial event, act or omission which sets off a natural and continuous sequence of events that subsequently gives rise to a claim for <b>professional fees</b> and/or payment of a benefit under this policy.
<b>Excess</b>	The first amount of each and every claim as detailed on the <b>schedule</b> .
<b>Guarantor</b>	The individual or organisation shown in the <b>tenancy agreement</b> that has received a written <b>tenant reference</b> and provided a financial guarantee of the <b>tenant's</b> performance of their obligations under the <b>tenancy agreement</b> .
<b>Insured person</b>	The <b>policyholder</b> who rents the <b>property</b> to the <b>tenant</b> and is named in the <b>tenancy agreement</b> .
<b>Insurer</b>	This insurance is administered by Legal Insurance Management Ltd and underwritten by Royal & Sun Alliance Insurance plc.
<b>Just Landlords</b>	Just Landlords is a trading name of Arthur J Gallagher arrange and administer this insurance policy on behalf of Legal Insurance Management and Royal Sun Alliance Insurance plc.
<b>Legal proceedings</b>	When formal legal proceedings are issued against an opponent in a court of law.
<b>Letting agent</b>	The organisation with whom <b>you</b> have entered into a formal written contract to let, manage and administer the <b>property</b> on <b>your</b> behalf.
<b>Mediation service</b>	The independent mediation service provided and paid for by <b>us</b> .
<b>Period of insurance</b>	The period of insurance shown in the <b>schedule</b> .
<b>Policyholder, you, your</b>	The person or company who has paid the premium and is named in the <b>schedule</b> as the policyholder.
<b>Professional fees</b>	Legal fees and costs reasonably and properly incurred by the <b>authorised professional</b> , with <b>our</b> prior written authority, including costs incurred by another party for which <b>you</b> are made liable by <b>court</b> order or may pay with <b>our</b> consent in pursuit of a civil claim within the <b>territorial limits</b> arising from an insured <b>event</b> . Professional fees will include VAT where it cannot be recovered.

<b>Property</b>	The property or properties' details of which are lodged with the <b>coverholder</b> and which are occupied for residential purposes only.
<b>Prospects of success</b>	At least a 51% chance of the <b>insured person(s)</b> achieving a favourable outcome.
<b>Rent</b>	The monthly amount payable by the <b>tenant</b> to the <b>insured person</b> as set out in the <b>tenancy agreement</b> and shown in the <b>schedule</b> .
<b>Rent arrears</b>	Money owed to <b>you</b> by an accepted <b>tenant</b> under a <b>tenancy agreement</b> (less the <b>deposit</b> or the balance of the <b>deposit</b> following sight of accounted receipts relating to dilapidations caused to the <b>property</b> by the <b>tenant(s)</b> ).
<b>Sales agent</b>	The agent appointed by ALPS to transact this Insurance with <b>you</b> .
<b>Schedule</b>	The document which shows details of <b>you</b> and this insurance and is attached to and forms part of this policy.
<b>Standard professional fees</b>	The level of <b>professional fees</b> that would normally be incurred by us in using a nominated <b>authorised professional</b> of <b>our</b> choice.
<b>Tenancy agreement</b>	<ol style="list-style-type: none"> <li>1. A tenancy agreement in writing made between <b>you</b> and the <b>tenant</b> 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 <b>tenant</b> is a limited company. In Northern Ireland the Agreement between <b>you</b> and the <b>tenant</b> to let the <b>property</b> 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 <b>tenant</b> is a limited company or a tenancy agreement or lease of a commercial premises; or</li> <li>2. Any other residential tenancy.</li> </ol>
<b>Tenant(s)</b>	The individual('s) or company entitled to the tenancy of the <b>property</b> .
<b>Tenant reference</b>	<ol style="list-style-type: none"> <li>1. A credit check against the <b>tenant</b> and any <b>guarantor</b> obtained from a licenced credit referencing company showing: <ol style="list-style-type: none"> <li>a) no county court judgments in the past three years;</li> <li>b) no outstanding county court judgments in the past three years;</li> <li>c) the <b>tenant's</b> or <b>guarantor's</b> financial ability to meet the <b>rent</b> commitment;</li> <li>d) that it is reasonable in the circumstances following receipt of the outcome of the credit check to grant a <b>tenancy agreement</b> to the <b>tenant</b>.</li> </ol> </li> <li>2. Copies of two forms of identification, one of which must contain a photograph where the <b>tenant</b> is an individual.</li> </ol>
<b>Territorial limits</b>	The United Kingdom (meaning England, Scotland, Northern Ireland, Wales), Channel Islands and Isle of Man.
<b>Time of occurrence</b>	<p>Civil Cases - when the <b>event</b> occurred or commenced whichever is the earlier.</p> <p>Criminal Cases - when <b>you</b> or an <b>insured person</b> commenced or is alleged to have commenced to violate the criminal law in question.</p>
<b>We, us, our, coverholder</b>	Legal Insurance Management Ltd and Royal & Sun Alliance Insurance plc.

## YOUR LANDLORD LEGAL & RENT GUARANTEE INSURANCE POLICY

**Important notice regarding the operation of this policy. Failure to comply with these terms could mean that we decline to pay your claim.**

All potential claims must initially be reported to **our** appropriate Claims Notification and Advice Helpline Services detailed below:

**Legal Claims Notification & Advice Helpline Service: 0345 604 4894**

*Operates 24 hours a day, 365 days a year.*

This helpline service is only in respect of legal issues and cannot assist with any other insurance matter.

**You must have obtained and be able to produce a satisfactory tenant reference as defined within the policy for cover to be operative.**

This is a policy where **you** must notify **us** during the **period of insurance** and within 30 days of any circumstances which may give rise to any claim under this policy.

If **you** can convince **us** that there are sensible **prospects of success** in **your** claim and that it is reasonable for **professional fees** to be paid **we** will:

- Take over the claim on **your** behalf;
- Appoint a specialist of **our** choice to act on **your** behalf.

**We** may limit the **professional fees** that **we** pay under the policy where:

- **We** consider it is unlikely a reasonable settlement of **your** claim will be obtained; or
- The potential settlement amount of **your** claim is disproportionate compared with the time and expense incurred in pursuing or defending **your** claim; or
- There are insufficient **prospects of success** of obtaining recovery of any sums claimed.

Where it may cost **us** more to handle a claim than the amount in dispute **we** may at **our** option pay to **you** the amount in dispute which will then constitute the end of the claim under this policy.

If **legal proceedings** have been agreed by **us**, **you** may at this stage decide to nominate and use **your** own solicitor or indeed, **you** may wish to continue to use **our** own specialists. If **you** decide to nominate **your** own professional **we** must agree this in advance and **you** will be responsible for any **professional fees** in **excess** of those which **our** own specialists would normally charge **us** (details are available upon request).

At the conclusion of **your** claim if **you** are awarded any costs (not **your** damages), these must be paid to **us**.

If **rent** is overdue **you** must contact the **tenant** within 7 days to establish the reason for the default.

If the **rent** is not paid within a further 7 days the **tenant** must be contacted again. If the **tenant** cannot be contacted, and it is lawful to do so **you** must serve notice of a requirement to undertake an inspection and visit the **property** in accordance with **your** obligations within the **tenancy agreement**.

In the **event** that **you** make a claim under this policy which **you** subsequently discontinue due to **your** own disinclination to proceed, any **professional fees** incurred to date will become **your** own responsibility and will be required to be repaid to the **insurer**.

**Please note that if you engage the services of anyone prior to making contact with the claims helpline service and incur any costs without our prior written approval these costs will not be covered by this insurance.**

If upon receipt of this policy **you** are unhappy with any of the requirements as stated above please advise **your** insurance adviser immediately who subject to there being no claims on this policy will arrange a full refund of premium.

## IMPORTANT POLICY INFORMATION

All potential claims must initially be reported to the appropriate claims notification and advice helpline service.

The Legal Claims Notification & Advice Helpline Service telephone number is **0345 604 4894** which operates 24 hours a day, 365 days a year.

Please note: The Legal Claims Notification & Advice Helpline Service is not empowered to give advice on the admissibility of any claim under this policy.

If **you** wish to make a claim or **you** have a query relating to policy cover **you** should contact:

Claims Department, Legal Insurance Management Ltd, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands, DY5 1XF.

This is a 'claims made' policy. It only covers claims notified to **us** during the **period of insurance** and within 30 days of any circumstance which may give rise to any claim. Failure to do so could lead **us** to decline that claim.

**You** must have obtained and be able to produce a satisfactory **tenant reference** on each **tenant** prior to granting a tenancy. Failure to do so could lead **us** to decline that claim.

## COVER

**You** have paid the premium and supplied to **us** a proposal and declaration or other information which shall be the basis of this contract and be incorporated in this policy.

Upon payment of the policy **excess** if applicable, **we** will reimburse **you** in accordance with **our standard professional fees** and where requested by **you** any other **insured person** up to the claims limits subject to the terms, conditions and exclusions of this policy, against **professional fees** arising from an insured **event** within the **territorial limits** where **you** notify **us** during the **period of insurance** and within 30 days of the **time of occurrence** of the **event**.

## INSURED EVENTS

### Section 1A - Breach of Tenancy Agreement

#### What is Covered?

A breach by the **tenant** of any of their obligations under the **tenancy agreement**.

#### What is Excluded?

Excluding any claim where the **tenant** has behaved anti-socially.

### Section 1B - Pursuit of Rent Arrears

#### What is Covered?

The pursuit of **rent arrears** which commenced during the **period of insurance**.

#### What is Excluded?

Excluding **professional fees** incurred in connection with:

1. Interest on **rent** or service charges payable by the **tenant**;
2. Any **rent** payable after **you** have recovered full and vacant possession.

### Section 1C – Eviction

#### What is Covered?

The eviction of anyone in the **property** without **your** permission.

Where required by **us** or the law, **you** must attempt in good faith to settle the claim using the **mediation service**.

### Section 1D - Legal Defence

#### What is Covered?

The defence of civil or criminal proceedings in respect of any act or omission or alleged act or omission by **you** arising out of **your** ownership or management of the **property**.

### Section 2 – Rent Arrears Guarantee

#### What is Covered?

The **insured person** is covered for **rent arrears** owed by the **tenant** under the **tenancy agreement** during the period of insurance and up to the claims limits, where an insured **event** under section 1 occurs and the **insured person** is, where appropriate, pursuing proceedings under this policy.

Cover is subject to:

1. A full month's **rent** being in arrears after deduction of the excess.
2. The **rent arrears** guarantee only being payable during the period of the tenancy agreement or until vacant possession has been gained, whichever occurs sooner.
3. The claim being made during the **period of insurance**.
4. **Rent arrears** guarantee being paid at the rate of 1/30th of the **rent** for each continuous day in arrears.

## GENERAL POLICY EXCLUSIONS

This insurance does not cover:

1. **Professional fees** incurred:
  - a) In respect of any **event** where the **time of occurrence** commenced prior to the commencement of the insurance.
  - b) Where the **insured person** should reasonably have realised when purchasing this insurance that a claim under this insurance might occur.
  - c) Before **our** written acceptance of a claim.
  - d) Before **our** approval or beyond those for which **we** have given **our** approval.
  - e) Where **you** fail to give proper instructions in due time to **us** or to the **authorised professional**.
  - f) Where **you** are responsible for anything which in **our** reasonable opinion prejudices **your** case.
  - g) If **you** withdraw instructions from the **authorised professional**, fail to respond to the **authorised professional**, withdraw from the **legal proceedings** or the **authorised professional** refuses to continue to act for **you**.
  - h) Where **you** decide that **you** no longer wish to pursue **your** claim as a result of disinclination. All costs incurred up until this stage will become **your** responsibility.
  - i) In respect of the amount in **excess** of **our standard professional fees** where **you** have elected to use an **authorised professional** of **your** own choice.
2. The pursuit continued pursuit or defence of any claim if **we** consider it is unlikely a reasonable settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred.
3. Claims which are conducted by **you** in a manner different from the advice or proper instructions of **us** or the **authorised professional**.
4. Appeals unless **you** notify **us** in writing of **your** wish to appeal at least six working days before the deadline for giving notice of appeal expires and **we** consider the appeal to have reasonable chance of success.
5. Damages, fines or other penalties **you** are ordered to pay by a **court**, tribunal or arbitrator.
6. Claims arising from an **event** arising from **your** deliberate act, omission or misrepresentation.
7. Any dispute relating to written or verbal remarks which damage **your** reputation.
8. Any **professional fees** relating to **your** alleged dishonesty, criminal act or violent behaviour.
9. **Professional fees** arising directly or indirectly from computer software except operating systems and packaged software that have not been tailored by the supplier to **your** own requirements.
10. **Legal proceedings** outside the **territorial limits** and proceedings in constitutional international or supranational courts or tribunals including the European Court of Justice and the Commission and **Court** of Human Rights.
11. A dispute which relates to any compensation or amount payable under a contract of insurance.
12. A dispute with **us** not dealt with under the arbitration condition.
13. An application for judicial review.
14. Any **professional fees** incurred in defending or pursuing new areas of law or test cases.



15. Any matter in respect of which an **insured person** is entitled to legal aid where **our** liability shall be limited to the sum equal to any assessed income based contribution payable by the **insured person** towards **professional fees** incurred under the crown court means testing scheme where this applies.
16. Any **professional fees**, expenses or **rent arrears** that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected.
17. An **event** which **you** notify to **us** more than 30 days after it occurred or ought to reasonably have come to **your** knowledge.
18. Dilapidation claims which fall to be determined by way of the small claims procedure in the county **court** with respect to property situated in England, Wales, or Northern Ireland or in Scotland the small claims procedure in the sheriff **court** or damage or loss of fixtures, furniture or equipment not referred to in an existing inventory signed by the **tenant** prior to or at the commencement of the **tenancy agreement**.
19. Where the amount in dispute is less than £250 including VAT.
20. An **event** arising out of a **tenancy agreement** which does not fall within the definition of **tenancy agreement** in this policy.
21. The **tenants** compensation payable by **you** following an order of the **court** or the terms of any settlement approved in writing by **us**.
22. The **tenancy agreement** having been granted without first obtaining the requisite consent or licence.
23. Payment or non-payment of service charges.
24. Subsidence, mining, actual or proposed works by public or local authority.
25. An **event** which occurs within the first 90 days of the **period of insurance** where the **tenancy agreement** commenced before the **tenant reference** unless the **insured person** had continuous legal expenses and rent guarantee insurance with another **insurer** in respect of the same **tenancy agreement** and the same **tenant** and there had been no claims reported under that insurance.
26. Claims where the **tenancy agreement** commenced more than 31 days after the date of the **tenant reference**.
27. Claims which **you** fail to provide evidence relating to a **tenant reference**.
28. Disputes between the **insured person** and their mortgage lender.
29. Disputes where the **tenant** is not aged 18 years or over.
30. Claims if the **insured person** or their **letting agent** has allowed the **tenant** into possession of the insured **property** prior to:
  - a) The **tenancy agreement** having been signed by all parties.
  - b) A **tenant reference** having been obtained.
  - c) All necessary statutory pre-grant notices to the **tenant** having been issued.
  - d) The first month's **rent** and the **deposit** having been received in cash or cleared funds.
  - e) The dilapidations inventory having been signed by the **tenant**.

31. Any claim where the **insured person** or their **letting agent** gave any false or misleading information when they applied for the **tenant reference** or for this insurance cover or where the **tenant** received a **tenant reference** subject to a **guarantor** and the **guarantor** was not correctly assigned to the **tenancy agreement**.
32. Any **professional fees** incurred arising out of **rent** registration or reviews, purchasing the freehold of the **property**, **rent** tribunals, land tribunals or rate tribunals unless defending action brought against **you** by the **tenant**.
33. **Rent arrears** guarantee claims unless the **insured person** and their **letting agent** act promptly to gain vacant possession of the insured **property** and recover **rent arrears**.
34. **Rent arrears** guarantee claims where the **property** is not occupied for residential only purposes.
35. **Electronic Data**  
Any consequence, howsoever caused, including but not limited to computer virus in electronic data being lost, destroyed, distorted, altered, or otherwise corrupted.
- For the purposes of this policy, electronic data shall mean 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.
- For the purposes of this policy, computer virus shall mean 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.
36. **Radiation**  
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.
37. **Terrorism**  
Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:
- i. Involves violence against one or more persons; or
  - ii. Involves damage to **property**; or
  - iii. Endangers life other than that of the person committing the action; or
  - iv. Creates a risk to health or safety of the public or a section of the public; or
  - v. Is designed to interfere with or to disrupt an electronic system.
- This policy also excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.
38. **War**  
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.

## POLICY CONDITIONS

### Alteration of Risk

**You** must notify **your** agent as soon as possible if there are changes that may affect this insurance, for example:

- The **property** is no longer let to a **tenant** for residential purposes only.
- **You** change the address of the **property**.
- **You** sell a **property** covered by this policy.
- **You** purchase an additional **property** that **you** wish to be covered by this policy.
- The **guarantor** who has provided a financial guarantee within the **tenancy agreement** has changed.

**We** will then reassess **your** cover and premium. If **you** do not notify **us** about any of these changes **we** may:

1. Have charged **you** the incorrect premium and or applied an incorrect cover;
2. Decline **your** claim; or
3. Declare this policy void.

### 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.

### Observance

**Our** liability to make any payment under this policy will be conditional on **you** complying with the terms and conditions of this insurance.

### Claims

**You** must tell **us** in writing within 30 days about any matter, which could result in a claim being made under this policy, and must obtain in writing our consent to incur **professional fees**.

**We** will give such consent if you can satisfy **us** that there are sufficient **prospects of success** in pursuing or defending **your** claim and that it is reasonable for **professional fees** to be paid and **you** have paid the excess.

**We** may require (at **our** discretion) **you** at **your** expense to obtain the opinion of an expert or counsel on the merits of a claim or continued merits of a claim or **legal proceedings**. If **we** subsequently agree to accept or continue with the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim **we** decide that:

1. **Your prospects of success** are insufficient;
2. It would be better for **you** to take a different course of action;
3. **We** cannot agree to the claim.

**We** will write to **you** giving **our** reasons and **we** will not then be bound to pay any further **professional fees** for this claim.

**We** may limit any **professional fees** that **we** will pay under the policy in the pursuit continued pursuit or defence of any claim:

1. If **we** consider it is unlikely a reasonable settlement will be obtained; or
2. Where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement; or
3. Where there are insufficient **prospects of success** of obtaining recovery of any sums claimed.

Alternatively where it may cost **us** more to handle a claim than the amount in dispute **we** may at **our** option pay to **you** the amount in dispute which shall be deemed to represent full and final settlement under this policy.

In the **event** that **you** make a claim under this policy which **you** subsequently discontinue due to **your** own disinclination to proceed, any legal costs incurred to date will become **your** own responsibility and will be required to be repaid to the **insurer**.

### Representation

**We** will take over and conduct in **your** name the prosecution, pursuit, defence or settlement of any claim. The **authorised professional** nominated and appointed by **us** will act on **your** behalf and **you** must accept **our** nomination.

If **legal proceedings** have been agreed by **us**, **you** may nominate your own **authorised professional** whose name and address you must submit to **us**. In selecting **your authorised professional** 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.

Where **you** have elected to use **your** own nominated **authorised professional** you will be responsible for any **professional fees** in **excess** of **our standard professional fees**.

### Conduct of Claim

1. **You** shall at all times co-operate with **us** and give to **us** and the **authorised professional** evidence, documents and information of all material developments and shall attend upon the authorised professional when so requested at **your** own expense.
2. **We** shall have direct access at all times to and shall be entitled to obtain from the **authorised professional** any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and **you** shall give any instructions to the **authorised professional** which may be required for this purpose. **You** or your **authorised professional** shall notify **us** immediately in writing of any offer or payment into **court** made with a view to settlement and **you** must secure **our** written agreement before accepting or declining any such offer.
3. **We** will not be bound by any promise or undertaking given by **you** to the **authorised professional** or by either of **you** to any **court**, witness, expert or agent or other person without **our** agreement.

### References

**You** must obtain a satisfactory **tenant reference** prior to granting a tenancy or in respect of student and DSS **tenants** obtain an acceptance in writing from a Legal Insurance Management approved **tenant** referencing company.

### Rent Arrears

1. If the **tenant** is claiming housing benefit, **we** will not pay **rent** until the outcome of the housing benefit claim is known. If the **tenant's** housing benefit claim is rejected, **we** will pay **rent** backdated to the date that **you** could first claim. There is no cover for any shortfall between the amount paid to the **tenant** as housing benefit and the **rent**.
2. If the **deposit** is more than the **excess**, **we** will pay **rent arrears** after deduction of the balance of the **deposit**. If the balance of the **deposit** is subsequently required to meet the cost of dilapidations this will be paid to **you**.
3. If **rent** is overdue **you** must contact the **tenant** within 7 days to establish the reason for the default.
4. If the **rent** is not paid within a further 7 days the **tenant** must be contacted again. If the **tenant** cannot be contacted, and it is lawful to do so, **you** must serve notice of a requirement to undertake an inspection and visit the **property** in accordance with **your** obligations within the **tenancy agreement**. **You** should contact the claims helpline service if **you** are unsure that such an inspection is lawful.

### Arbitration

Any dispute between **you** and **us**, which is not solved by the policy, will be governed by the laws of England and Wales and shall be referred to a single arbitrator who shall either be a solicitor or barrister on whom **we** both agree. If **we** cannot agree, one will be nominated by the law society. Where appropriate the dispute will be resolved on the basis of written submissions. The costs of resolving the dispute will be met in full by the party against whom the decision is made. If the decision is not clearly made against either party, the arbitrator shall have the power to apportion costs.

### Fraud

**We** have the right to refuse to pay a claim or to void this insurance in its entirety if **you** make a claim which is in any respect false or fraudulent or you gave false or misleading information when applying for either this insurance of the **tenant reference**.

## PRIVACY POLICY

### Royal & Sun Alliance Insurance plc Privacy Policy

**Your** privacy is important to **us** and **we** are committed to keeping it protected. **We** have created this Customer Privacy Notice which will explain how **we** use the information **we** collect about **you** and how **you** can exercise **your** data protection rights. **You** can view our full privacy notice by visiting <https://www.rsagroup.com/support/legal-information/partner-privacy-policy/>.

If **you** are unable to access the link or have any questions or comments about **our** privacy notice, please write to: The Data Protection Officer, RSA, Bowling Mill, Dean Clough Industrial Park, Halifax, HX3 5WA.

**You** can also email us at [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com).

### Legal Insurance Management Ltd Privacy Notice

Legal Insurance Management Ltd (LIM) needs to collect and store personal data about its clients, insurance claims, suppliers and other users of LIM's facilities to allow it to maintain its core operations and meet its customers' requirements effectively. The provision of this personal data is necessary for LIM to administer **your** insurance policy and meet **our** contractual requirements under the policy.

It is important to LIM that **you** are clear on what information **we** collect and why **we** collect it. **You** can withdraw **your** consent at any point by notifying LIM, however if **you** have an on-going claim this may affect continued cover under **your** policy. Should **your** data need updating, this can also be done at any point by contacting LIM.

To view **our** full privacy notice, **you** can go to <https://www.legalim.co.uk/policyholder-privacy-notice> or request a copy by emailing **us** at [dataprotection@legalim.co.uk](mailto:dataprotection@legalim.co.uk). Alternatively, **you** can write to us at: Data Protection, Legal Insurance Management Ltd, 1 Hagley Court North, Brierley Hill, West Midlands, DY5 1XF.

### Just Landlords Short Form Privacy Notice

We (Just Landlords a trading name of Arthur J. Gallagher Insurance Brokers Limited) are the data controller of any personal data you provide to us. We collect and process personal data in order to offer and provide insurance services and policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to comply with our legal and regulatory obligations. This may involve sharing information with, and obtaining information from, our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies. We may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes.

Please see our Privacy Notice for further information on how **your** personal data is used, shared, disclosed and retained, **your** rights in relation to **your** personal data and how to contact our Data Protection Officer. Our Privacy Notice can be found at <http://www.ajg.com/uk/privacy-policy/>. From time to time we may make important updates to our Privacy Notice and these may in turn affect the way we use and handle **your** data. Please ensure **you** review our Privacy Notice periodically to ensure **you** are aware of any changes.

If **you** are providing us with personal data of another individual that would be covered under the insurance policy we may be placing or services we may provide to **you**, **you** shall ensure that **you** have obtained all appropriate consents, where required, tell them **you** are providing their information to us and show them a copy of this notice. **You** must not share personal data with us that is not necessary for us to offer, provide or administer our services to **you**.

## CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

## NOTICES

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

## REASONABLE CARE

**You** must not breach any of the conditions of the tenancy agreement(s) or legal charge affecting the property.

**You** must take all reasonable steps to prevent incidents that may give rise to a claim and to minimise the amount payable by **us**. This includes ensuring that following receipt of the tenant reference, it is reasonable to grant a tenancy agreement to the tenant.

**You** must act promptly to gain vacant possession of the property and recover **rent arrears**.

## CANCELLATION

**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 **your** sales agent within fourteen (14) days of issue and **we** will refund **your** premium provided **you** have not submitted a claim. The insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending fourteen (14) days' notice to the **policyholder** at their last known address. Provided the premium has been paid in full the **policyholder** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance. A charge may be imposed based upon the usage of any helpline service during this period.

## CLAIMS & HELPLINE SERVICE

The legal helpline service provides advice on any legal problem affecting the **policyholder**. All potential claims must be reported initially to the claims helpline for advice and support.

Legal Claims Notification & Advice Helpline Number: **0345 604 4894**

**We** will not accept responsibility if the helpline services fail for reasons beyond **our** control.

## LAW

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the **policyholder's** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. In the event of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands shall apply.



## COMPLAINTS PROCEDURE

### Complaints About The Sale Of This Insurance

ALPS are committed to providing **you** with the highest standard of service and customer care. **We** realise, however, that there may be occasions when **you** feel **you** did not receive the standard of service **you** expect.

Should **you** have cause for complaint in relation to the sale of this insurance please write to:

The Managing Director,  
Auto Legal Protection Services Ltd,  
PO Box 115,  
Congleton,  
Cheshire,  
CW12 3FL

An acknowledgment that **your** complaint has been received will be sent to **you** within 5 working days following which **your** complaint will be investigated on behalf of the Managing Director. Please quote **your** policy reference in any communication. If **you** have received a final response to **your** complaint or it has been 4 weeks since **your** complaint was made to **us**, and **you** remain unhappy, please contact the Financial Ombudsman Service, whose details are provided below.

### Complaints About This Insurance Or A Claim

In the event of a complaint arising under this insurance or in relation to a claim, **you** should in the first instance write to:

The Managing Director,  
Legal Insurance Management Ltd,  
1 Hagley Court North,  
The Waterfront,  
Brierley Hill,  
West Midlands,  
DY5 1XF

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

Financial Ombudsman Service,  
Exchange Tower,  
London,  
E14 9SR

Tel: 0300 123 9123 or 0800 023 4567

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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.



## RECOVERY OF COSTS

**You** should take all reasonable steps to recover costs charges, fees or expenses. If another person is ordered, or agrees, to pay **you** all or any costs charges, fees, expenses or compensation **you** will do everything possible (subject to **our** directions) to recover the money and hold it on **our** behalf. If payment is made by instalments these will be paid to **us** until **we** have recovered the total amount that the other person was ordered, or agreed to pay by way of costs, charges or fees.

## ACTS OF PARLIAMENT

Any reference to act of parliament within this policy shall include an amending or replacing act and shall also include where applicable equivalent legislation in Scotland, Northern Ireland, the Channel Islands, the Isle of Man and under European Law where applied in the United Kingdom.

## DEPOSIT

**You** will inform **us** in writing of the allocation of the **deposit** and no deductions may be made from the **deposit** without **our** prior approval. The balance of the **deposit** after such approved deductions will be applied to reduce **rent arrears** which **you** may be entitled to claim from **us** under the terms of this policy. Such monies may not be utilised to discharge **your** liabilities in respect of the **excess** under this policy.

## COMPENSATION SCHEME

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if **we** cannot meet **our** obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.



Just Landlords  
**30-34 Hounds Gate, Nottingham, NG1 7AB**  
**0808 168 9220**  
**[www.justlandlords.co.uk](http://www.justlandlords.co.uk)**