

GOODLORD RENT AND LEGAL EXPENSE PROTECTION POLICY WORDING

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CONTRACT OF INSURANCE

Introduction

Thank you for purchasing **Goodlord** Rent and Legal Protection Insurance from Financial & Legal Insurance Company Limited.

This insurance will provide assistance to pursue or defend **your** legal rights in a range of issues arising from the letting of the **insured property** including:

- Getting possession of the **insured property**
- Recovering rent owed to **you** and/or the **Landlord**
- Damage caused to the **insured property**
- Defence of criminal prosecutions
- HMRC enquiries into the **landlords** personal tax affairs
- Access to 24-hour helpline service
- **Rent arrears** whilst **vacant possession** is being pursued
- Alternative accommodation and storage costs
- Nuisance or trespass
- Disputes over the purchase of goods or services
- Costs for **you** and/or the **landlord** attending Court as a witness

This is **your Goodlord** Rent and Legal Protection policy document and it provides evidence of the contract between **you** and the **insurer**.

This document forms part of **your** policy, along with any attaching schedule, endorsement or, where applicable, a completed proposal form. Together these documents will give **you** full details of **your** cover, which **insured incidents** are in force and the obligations between **you** and **us** and the **insurer**.

Please carefully read all documents and contact the person who sold **you** this insurance if **you** have any queries or if any information is missing, incorrect or needs to be changed. It is important that **you** inform the person who sold **you** this insurance of any inaccuracies or changes as soon as possible as failure to do so could adversely affect the terms of this insurance, including invalidating this policy or claims being rejected or not fully paid.

Please keep all documents in a safe place in the event **you** need to refer to its terms and conditions, use the Helpline Service or make a claim.

OUR OBLIGATION TO YOU

In return for **you** paying the policy premium:

- (a) the **insurer** will provide the cover and benefits shown in **your** schedule and detailed in this policy wording, subject to its terms, exclusions, conditions, and any endorsements; and
- (b) the **insurer** will pay **adviser's costs and expenses** and, where applicable, **rent arrears**, alternative accommodation and storage costs and witness expenses, up to the **limit of indemnity** for any one **insured incident**.

Provided that:

- (1) the **insured property** is in a suitable condition to be let as a private residence;
- (2) the **insured incident** happens in the **territorial limit**;
- (3) the **insured incident** is reported to **Goodlord** as soon as possible and no later than 180 days after the **insured incident** occurred;
- (4) any claim relating to unpaid rent is reported to **Goodlord** within 90 days of the rent becoming due and payable;
- (5) the **insured incident** always has **reasonable prospects of success** which must be present throughout the duration of **your** claim;
- (6) any proceedings or other methods we agree to resolve **your** claim are dealt with by a court or other body within the **territorial limit**;
- (7) before the **tenancy agreement** starts and unless **we** have expressly agreed otherwise, **you** must have obtained:
 - (a) A **Goodlord** reference report showing an overall recommendation of 'Pass', or 'Conditional Pass' where the conditions specified on the final report have been met and that evidence is retained on file. The reference report must also show as 'eligible' for Rent Protection'. Where a third party reference is used, this must be carried out by a referencing provider approved by **Goodlord**, and must meet **Goodlord's** criteria for a **satisfactory reference** or;
 - (b) Where the **insured property** has been tenanted for 12 consecutive months by the same **tenant**, and the **tenant** have not had an instance of rent arrears or property damage during this same period, a policy may be requested despite there being no **satisfactory reference** available

Where a legal action under this policy is brought in the name of the **landlord** of the **insured property** instead of in **your** name:

- (a) **you** must ensure that **you** have the **landlord's** authorisation in writing, in advance; and
- (b) the costs and expenses mentioned in this policy include costs and expenses incurred in the name of the **landlord** in connection with such legal action.

LPG is a trading name of LEGAL PROTECTION GROUP LIMITED.

Legal Protection Group Limited, Trading as LPG, is an appointed representative of Riviera Insurance Services Limited, who is authorised and regulated by the Financial Conduct Authority (FCA) under Firm Reference Number 786116. **You** may check this on the Financial Services Register by visiting the FCA website. LPG is registered in England and Wales (Company Number 10096688). Registered address: 8 Pinkers Court, Gloucester Road, Rudgetway, Bristol BS35 3QH

This **Goodlord** Rent and Legal Protection Insurance is underwritten by Financial & Legal Insurance Company Limited (the **insurer**). Further information concerning the **insurer** can be found in the **General information** section of this policy.

Helpline Service

You have access to the Helpline Service listed below 24 hours a day, 365 days a year. Please note that in some cases, depending on the type of advice required and time of call, a call back may need to be arranged.

If **you** need to use the Helpline Service, please be ready to quote **your** policy number as well as **Goodlord** Rent and Legal Protection.

To help **us** monitor and improve service standards, all calls are recorded.

Letting Legal Advice Helpline

Provides **you** with confidential telephone legal advice on any letting of property legal matters subject to the laws of the United Kingdom of Great Britain and Northern Ireland.

To use the personal legal advice helpline, please call **0344 840 6345**.

Using this Helpline Service, where obtaining legal advice does not constitute notification of a claim. Please refer to the **What to do if you need to make a claim** section described on **page 6**.

We cannot be held responsible if the Helpline Service becomes unavailable for reasons outside of **our** control.

What to do if you need to make a claim

If **you** are involved in a legal dispute relating to **your insured property** which cannot be resolved by using **our** Helpline Service and needs to be reported as a claim under this insurance, please go to **your Goodlord** insurance dashboard. Use the search bar to search for **your insured property address**. Once **you** have located the address, press the three vertical dots and select “Make a claim”. **You** will then be directed to a form to complete with details of the claim. If **you** do not have access to the insurance dashboard, or are unable to locate the ‘make a claim’ function, please contact the **Goodlord** support team, or email claims@Goodlord.co

Please note the following important information:

- (1) **You** must report **your** claim to **Goodlord** by completing the online claim form within 180 days of the **insured incident** occurring. Any claim relating to unpaid rent must be reported to **Goodlord** no later than 90 days from the first date of **rent arrears** (*please note this condition for cover to subsequently apply under **insured incident 2 - Rent Protection***);
 - (a) *If **you** notify **Goodlord** of **your** claim within 45 days of the first date of **rent arrears**, we will pay Rent Protection without an excess; but*
 - (b) *If **you** notify **Goodlord** of **your** claim more than 45 days, but no later than 90 days, after the first date of **rent arrears**, we will pay Rent Protection subject to an excess equivalent to one month’s rent*
 - (c) *Any claim related to unpaid rent submitted more than 90 days after the first date of **rent arrears** will not receive any benefit under **insured incident 2 - Rent Protection***
- (2) In cases where **rent arrears** have accrued, **you** must agree to **Goodlord** and **our appointed adviser** taking all appropriate steps to negotiate the **rent arrears** with the defaulting **tenant** or any applicable guarantor before a notice of eviction is served upon the **tenant** to recover possession of the **insured property** (*please note this is a condition for cover to subsequently apply under **insured incident 2 - Rent Protection***).
- (3) **You** will be asked to provide all supporting evidence with the online claim form, and it is **your** responsibility to ensure that this is submitted to **Goodlord** at the earliest opportunity. Any delays caused to the claim by **your** failure to provide documents or information requested may result in a penalty being applied

- (a) **We** will not provide cover if the circumstances giving rise to a claim exist before the start date of this insurance (please refer to **General exclusions applying to the whole policy 1**).
 - (b) Under no circumstances should **you** or the **landlord** instruct **your** own lawyer, accountant or legal representative or incur any costs before the **insurer** has accepted the claim as the **insurer** will not pay any costs incurred without their agreement.
 - (c) Unless it is necessary to start legal proceedings (starting an action in a court to settle a dispute) or if there is a conflict of interest (where **our** chosen **appointed adviser** cannot act for **you** as to do so would breach their professional code of conduct), **we** will appoint **our** own **appointed adviser** to act on **your** behalf if the **insurer** accepts **your** claim. This excludes any claim that falls under **insured incident 2 Rent Protection**, where **we** retain the right to appoint **our** own **appointed adviser**.
- (4) Once all relevant information has been received, **your** claim will be assessed, and **we** will let **you** know if **we** can help. Please note that **reasonable prospects of success** must be present throughout the duration of any claim, and cover could be withdrawn if at any stage **reasonable prospects of success** no longer exist which could be as a result of new information emerging regarding the claim or as legal arguments develop.

THE MEANING OF WORDS AND TERMS

The following words or phrases have the same meaning wherever they appear in this policy document:

adviser's costs and expenses	Reasonable and necessary costs, fees, and disbursements chargeable by the appointed adviser which have been agreed by us in accordance with our standard adviser's terms of appointment . Costs and disbursements incurred by the other party in civil cases if you or the landlord are ordered to pay them or pay them with our agreement.
appointed adviser	The law firm, accountant or other suitably qualified person appointed by us to act on your behalf, under the terms and conditions of this insurance and in accordance with our standard adviser's terms of appointment . For the avoidance of doubt, the appointed adviser will not include any litigant in person (where an insured person provides their own representation).
deposit	The sum of money (which must be at least equal to one months' rent and no greater than allowed by legislation) held by you or the landlord in an approved Deposit Protection Scheme, or a suitable deposit replacement insurance, as security for the performance of the tenant's obligations asset out in the tenancy agreement .
Goodlord	Oh Goodlord Limited, an appointed representative of Goodlord Protect Limited, who support the sale and administration of this insurance policy
insured property	The property specified in your schedule which is: (1) occupied for residential purposes; (2) located in the territorial limit ; and (3) let under a tenancy agreement .
insurer	Financial & Legal Insurance Company Limited

limit of indemnity

The most the **insurer** will pay for any one **insured incident** (including any subsequent appeal agreed by **us**) is:

- (1) up to **vacant possession** the monthly rent shown in the **tenancy agreement** for **insured incident 2.1) Rent Protection** up to a maximum of £10,000 per calendar month;
- (2) £175 per day for a maximum 30 days for **insured incident 4.1) Alternative Accommodation**;
- (3) £15 per day for a maximum 30 days for **insured incident 4.2) Storage Costs**;
- (4) £250 for **insured incident 2.2) dilapidations**
- (5) £100,000 for all other **insured incidents**

All amounts shown above are inclusive of Value Added Tax, where applicable.

landlord

The person(s) or company named as the **landlord** in the **tenancy agreement**

period of insurance

The period of time covered by this policy as shown in **your** policy schedule and any further period(s) this insurance is renewed for.

reasonable prospects of success

For each **insured incident** there must always be more than a 50% chance that **you** will:

- (1) recover any losses or damages;
- (2) successfully defend a claim or prosecution;
- (3) succeed in reducing a sentence, penalty or a fine if **you** plead guilty in a criminal prosecution;
- (4) succeed in enforcing a judgment or obtaining a legal remedy which **we** have agreed to; or
- (5) make a successful appeal or defence of an appeal.

In all cases **we** or a suitably qualified expert acting on **our** behalf will assess whether **reasonable prospects of success** exist. This assessment will also take into account whether a reasonable person would wish to pursue such a dispute if this insurance was not in force. It will further take into consideration any current or proposed changes to legal process, whether permanent or temporary, imposed by a competent authority following an unforeseen systemic event.

rent arrears	Where the tenant , or anyone on their behalf, has failed to pay the rent due under the tenancy agreement , either in full or part, and the amount unpaid is at least £250
satisfactory reference	A Goodlord reference report showing an overall recommendation of ‘Pass’, or ‘Conditional Pass’ where the conditions specified on the final report have been met and that evidence is retained on file. The reference report must also show as ‘eligible’ for Rent Protection’. Where a third party reference is used, this must be carried out by a referencing provider approved by Goodlord, and must meet Goodlord’s criteria for a satisfactory reference
standard adviser’s terms of appointment	A separate agreement we require an appointed adviser to enter into with us . This agreement sets out the appointed adviser’s responsibilities and the amounts the insurer will pay the appointed adviser in respect of an insured incident .
tenant	The person(s) declared to us and named in the tenancy agreement
tenancy agreement	An assured shorthold tenancy, a short assured tenancy or an assured tenancy as defined by the Housing Act 1988 (updated and amended by the Housing Act 1996); or the Housing (Scotland) Act 1988 or a private residential tenancy (as defined in the Private Housing (Tenancies) (Scotland) Act 2016); or the Private Tenancies (Northern Ireland) Order 2006; or a standard occupation contract under the Renting Homes (Wales) Act 2016; or a contract with a UK-registered company for residential occupation by their employees. Any such contract must contain termination rights equivalent to the domestic legislation otherwise applicable to a private residential tenancy
territorial limit	England, Wales, Scotland, and Northern Ireland.
vacant possession	The date on which the insured property is surrendered by the tenant either by returning the keys, providing written or verbal confirmation that they have vacated the insured property , abandoning the insured property , or when the tenant is evicted from the insured property through a court process.
we, us, our	Legal Protection Group Limited, who administer and manage this insurance on behalf of the insurer .
you, your	The person named in the policy schedule who has purchased this insurance and has a direct financial interest in the letting of the insured property . Where this policy is in the name of any party other than the landlord of the insured property , we may require you to provide written evidence of your financial interest in the insured property , including, but not limited to, any contractual agreement to pay for rent or damages on behalf of the tenant .

INSURED INCIDENTS

Insured incident 1 – Repossession

What you are covered for

Adviser's costs and expenses to pursue the **landlord's** legal rights to gain **vacant possession** of the **insured property** from the **tenant**.

Please note that:

- (1) *In cases where **rent arrears** have accrued, **you** must agree to **Goodlord and our appointed adviser** taking all appropriate steps to negotiate the **rent arrears** with the defaulting **tenant** or any applicable guarantor before an **appointed adviser** is instructed to serve any statutory or contractual notice upon the tenant seeking possession of the **insured property**. Where **you** do not agree to this course of action, no **rent arrears** will be payable under the terms of this insurance.*
- (2) *The **tenant** must have been given the correct notices required to obtain **vacant possession of the insured property** (where statutory notices have not yet been issued, **we** can assist you with this) and statutory legislation relating to the letting of **your insured property** must have been complied with.*
- (3) *Where the **insured property** is subject to any mandatory, selective or additional licence scheme, a current and valid licence must have been issued by the relevant authority and **you** and the **landlord** must have complied with the terms and conditions of that licence.*

Insured incident 2 – Rent Protection

What you are covered for

Where the **insurer** has accepted **your** claim under **insured incident 1 Repossession**, the **insurer** will pay, up to the **limit of indemnity**:

- (1) unpaid rent which is due to **you** under the terms of a **tenancy agreement** until **vacant possession** of the **insured property** has been obtained;
- (2) up to £250 over and above the **deposit** where the **deposit** held is insufficient to cover the cost of any **rent arrears** and dilapidations;
- (3) 90% of the monthly rent that would have been due to **you** for a maximum of six weeks or until the **insured property** is ready to be re-let, whichever happens sooner.

Please note that:

- (a) ***you** must have kept clear and up-to-date rental records, including evidence of any **rent arrears** and any accompanying correspondence relevant to the claim*

- (b) **Rent Protection** benefit is paid monthly in arrears, after the end of the rental period being claimed for. **Goodlord** must receive confirmation of the balance of unpaid rent at the end of the payment period before any payment of benefit can be made
- (c) any payments made by the **tenant** (or any other parties) will reduce, or negate, any benefits due from **us**.
- (d) if **we** have not accepted the full amount of **your** claim, **you** will be informed of this by email.
- (e) once the claim is deemed settled by **us**, **you** will receive an email informing **you** that the case is now closed.
- (f) Following **vacant possession**, any outstanding **Rent Protection** will be paid after the balance of the **deposit** has been deducted.
- (g) Where dilapidations are awarded from the **deposit** (and where these are not the subject of a claim under section 2 above), a proportionate amount will be deducted from the **deposit** payable to **us** for rent indemnity. Before this can be considered, **you** must provide to **Goodlord**;
 - (i) A copy of the check out report relating to the tenancy subject to this claim
 - (ii) A copy of the **tenant's** written authorisation, which includes an itemised breakdown of what is being claimed, for the **deposit** to be retained for damages
 - (iii) Where a dispute has been raised in relation to the deductions being claimed from the **deposit**, **Goodlord** will require a copy of the schemes adjudication report, or equivalent, before **Goodlord** are able to release any final **Rent Protection** payment
 - (iv) Where the **tenant** fails to respond to the proposed deductions, **Goodlord** must be provided with a copy of the invoices for any works required to repair damages, and a copy of the statutory demand, or equivalent, as required by the relevant deposit scheme's terms and conditions
 - (v) Once **Goodlord** have received confirmation of how the **deposit** has been used, any amount awarded for damages will be paid to **you**, up to the value of the **deposit**
- (h) Agent fees, re-letting fees or unpaid utility bills will not be taken into consideration as acceptable deductions from the **tenant's deposit** where there is a claim for unpaid rent

It is **your** responsibility to ensure that a claim is made in line with the relevant deposit scheme, or deposit replacement scheme, terms and conditions. If **you** fail to make a claim for the **deposit**, or fail to make a claim for the full value of rent claimed under this **insured incident**, and as a result the **deposit** is not available to offset unpaid rent where it ordinarily should have been, **we** reserve the right to withhold an amount of **Rent Protection** up to the value of the **deposit** amount.

Failure to comply with this condition may result in **your** policy being cancelled and further policies being refused to **you**.

What you are not covered for

- (1) Any rental payments due after **vacant possession** has been obtained
- (2) Any claim under **insured incident 2.3** where **you** are not instructed by the **landlord** to re-let the property
- (3) Any rent that has increased above that which is started within the **tenancy agreement**, unless;
 - (a) The reference report shows that the **tenant** named on the **tenancy agreement** have affordability for the new rent amount, in-line with **Goodlord's** referencing criteria, or;
 - (b) The **tenant** has received a satisfactory reference for the new rental amount, and;
 - (c) The rent increase has been conducted in-line with any statutory, contractual or legislative requirements
- (4) Any rent due during any period of unreasonable delay in issuing an appropriate notice or complying with a reasonable request by **Goodlord** or the **appointed adviser**.
- (5) Any action not authorised by an **appointed adviser** which prejudices the amount of rent payable by the **insurer**.
- (6) Any claim where **you** are unable to provide written evidence of **your** financial interest in the:
 - (a) rent, for a claim under **insured incident 2.1**); or
 - (b) property damage, for any claim under **insured incident 2.2**).

For example, where **you** are not the **landlord** of the **insured property**, **you** would need to provide **us** with a copy of a contract between **you** and the **landlord** (and/or any other agent) in which **you** agree to pay the full amount of rent or damages to the **landlord** or agent in the event of non-payment by the **tenant**. No claim will be valid under this **insured incident** where **you** are unable to evidence **your** contractual liability for the full amount claimed.

Insured incident 3 – Rent Recovery

What you are covered for

Adviser's costs and expenses to pursue the **tenant** to recover rent they owe to **you** under the terms of the **tenancy agreement**.

Please note that the unpaid rent must exceed £250.

Insured incident 4 – Alternative Accommodation and Storage Costs

What you are covered for

*Please note that this cover will only apply where the **landlord** intends to live in the **insured property** once **vacant possession** is obtained and the **landlord** has no other suitable accommodation available during this period.*

Where the **tenancy agreement** has ended and **you** are seeking **vacant possession** of the **insured property** under a claim covered by this insurance, the **insurer** will pay up to:

- (1) £175 (including VAT) per day for a maximum period of 30 days towards the costs of the **landlord's** alternative accommodation; and/or
- (2) £15 (including VAT) per day for a maximum period of 30 days towards the cost of storing the **landlord's** personal possessions.

What you are not covered for

Any claims where **you** are unable to provide the following in support:

- (1) written confirmation that following **vacant possession** of the property being obtained, the **landlord** plans to reside in the **insured property** as their permanent place of residence; and
- (2) receipted VAT invoices for alternative accommodation and/or storage charges.

Insured incident 5 – Damage to Your Property

What you are covered for

Adviser's costs and expenses to pursue the **landlord's** legal rights against the **tenant** or any other party following an event where that **tenant** or other party has caused direct physical damage to the **insured property**, including its contents.

Please note that:

- (1) *the amount in dispute must be more than £1,000 (including VAT);*
- (2) *where the claim is against a **tenant**, before the **tenancy agreement** starts, you must have taken a detailed inventory of the **insured property's** condition and contents which has been agreed and signed by the **tenant**.*

What you are not covered for

Any claim arising from a contract **you** have entered into (other than the **tenancy agreement** where the claim is against the **tenant**).

Insured incident 6 – Nuisance and Trespass

What you are covered for

Nuisance

Adviser's costs and expenses to pursue the **landlord's** legal rights in a dispute with a third party (who is not the **tenant**) relating to a legal nuisance which interferes with the use, enjoyment or right over the **insured property**.

***Please note that** where the claim relates to a dispute over the boundary of the **insured property**, **you** must be able to supply **us** with proof of where that boundary lies.*

Trespass

Adviser's costs and expenses to pursue the **landlord's** legal rights to evict anyone who is not the current or former **tenant** from the **insured property**.

***Please note that** in England, Wales and Scotland, squatting in a residential property is a criminal offence and in such circumstances you should first contact the Police for assistance*

What you are not covered for

Any claim relating to:

- (1) compulsory purchase orders, repossession or planning permissions, building regulations or restrictions or controls placed on the **insured property** by any government, public or local authority;
- (2) any work carried out by, or under the order of, government or public or local authorities or their contractors.

Insured incident 7 – Defence of Criminal Prosecutions

What you are covered for

Adviser's costs and expenses to defend the **landlord's** legal rights following an event which arises from the letting of the **insured property** which leads to:

- (a) **Pre-charge**
 - (i) the **landlord** being interviewed by the Police or other authority with the powers to prosecute where they are suspected of committing a criminal offence;
- (b) **Criminal prosecutions**
 - (i) the **landlord** being prosecuted in a criminal court.

What you are not covered for

Any investigation conducted by or on behalf of HMRC (*this exclusion applies to **Insured incident 7 a) Pre-charge** only*).

Insured incident 8 – Contract Disputes

What you are covered for

Adviser's costs and expenses to pursue or defend a dispute arising from a breach or alleged breach of a contract entered into by **you** or the **landlord** for the buying or hiring in of goods relating to the **insured property**, or the buying or hiring in of services relating to the repair, maintenance or renovation of the **insured property**.

Please note that the amount in dispute must exceed £250 (including VAT).

What you are not covered for

Any claim relating to:

- (1) construction work on any land, or design, conversion or extension to the **insured property** where the value of the contract is more than £7,500(including VAT);
- (2) disputes over pensions, savings, investments, loans, mortgages, borrowing or any other arrangement **you** have with a bank, building society or supplier of credit;
- (3) **the tenancy agreement;**
- (4) the purchase or sale of the **insured property;**
- (5) disputes over the amount of money or compensation payable in respect of a claim under any insurance policy.

Insured incident 9 – Tax Enquiries

What you are covered for

Adviser's costs and expenses to represent the **landlord** in an HMRC investigation into the whole or particular features of their personal tax affairs.

***Please note** that all tax returns and any supplementary information given must be complete and correct and submitted within the specified deadlines*

What you are not covered for

- (1) the tax affairs of any business except letting the **insured property**;
- (2) tax avoidance schemes;
- (3) investigations conducted by HMRC's Specialist Investigations Unit or any investigation into alleged criminal activity, fraud or dishonesty arising from the **landlord's** tax affairs.

Insured incident 10 – Witness Expenses

What you are covered for

The **insurer** will pay:

- (1) the **landlord's** lost salary or wages for time taken off work to attend a court or tribunal at the request of an **appointed adviser** in respect of an **insured incident** under this policy;
- (2) **your** lost salary or wages for time taken off work to attend court or tribunal at the request of an **appointed adviser** in respect of an **insured incident** under this policy.

Please note that:

*The **insurer** will only pay sums which cannot be recovered from the relevant court, tribunal or any other party;*

*The most that the **insurer** will pay is £200 per day with eight hours representing a full day, or £100 for each half day with a minimum of four hours representing a half day.*

What you are not covered for

Any claim where **you** cannot provide evidence of the extent of **your** or the **landlord's** lost salary or wages.

GENERAL EXCLUSIONS APPLYING TO THE WHOLE POLICY

There is no cover for:

(1) Claims arising before this insurance started

Any event or dispute which **you** were aware of, or should reasonably have been aware of, which could give rise to a claim under this insurance and existed or happened before this insurance first started.

(2) Tenancy agreements commencing before this insurance started

Any **insured incident** which arises within the first 60 days of the **period of insurance** where the **tenancy agreement** commenced more than 7 days before the **period of insurance** (this exclusion does not apply if **you** had continuous equivalent insurance with another provider which expired immediately before this insurance started, evidence of which should be retained as it will be required should a claim be raised).

(3) Costs incurred and legal action the insurer has not authorised

- (a) Any **adviser's costs and expenses** or other costs incurred:
 - (i) Before the **insurer** has accepted a claim; and/or
 - (ii) Which the **insurer** has not authorised in advance.
- (b) Any action taken by **you** which **we** or the **appointed adviser** have not agreed to.

(4) Value Added Tax

The VAT element of any **adviser's costs and expenses** if **you** or the **landlord** are registered for Value Added Tax.

(5) Fines and court awards

- (a) Fines, compensation, damages, or penalties awarded against **you** or the **landlord**.
- (b) Any costs **you** or the **landlord** are ordered to pay by a court of criminal jurisdiction.

(6) Wilful acts

Any claim resulting from an act which is wilfully carried out and the outcome of which is consciously intended by **you**.

(7) Judicial Review and challenges to legislation

Any claim relating to:

- (a) purchasing a freehold or extending a leasehold;
- (b) registering, reviewing or assessing rents or matters relating to Land Tribunals, Leasehold Valuation Tribunals, Rent Tribunals or Rent Assessment Committees

(9) Disputes with us, the insurer or the appointed adviser

Any claim made against **us**, the **insurer** or the **appointed adviser** (please also refer to **General conditions applying to the whole policy 9**).

(10) War, terrorism, radioactive contamination and pressure waves

Any claim resulting directly or indirectly from or in connection with:

- (a) war, terrorism, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, uprising, military or usurped power;
- (b) ionising radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel;
- (c) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it;
- (d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

GENERAL CONDITIONS APPLYING TO THE WHOLE POLICY

You must keep to these conditions as failure to do so may lead to the **insurer** refusing a claim, with drawing from a claim or cancelling this insurance (please refer to condition 11).

1. Your obligations

You must:

- (a) keep to the terms and conditions of this policy;
- (b) take all reasonable precautions to prevent or minimise the risk of a claim occurring under this policy and to avoid incurring any unnecessary costs; and
- (c) supply **us** with honest and accurate information when asked to do so. This may include supplying **us** with original invoices, receipts and bank statements where requested. Any payments indemnified are subject to an original receipt or invoice provided by a VAT-registered company.

2. Appointment of an appointed adviser

- (a) If the **insurer** accepts **your** claim, **we** will appoint an **appointed adviser** who may be able to negotiate settlement before or without the need for court action.
- (b) If **your** claim cannot be settled by negotiation and it becomes necessary for legal proceedings to be issued (starting an action in court to settle a

dispute), or if a conflict of interest arises (where **our** chosen **appointed adviser** cannot act for **you** as to do so would breach their professional code of conduct), **you** are free to nominate a law firm or suitably qualified representative to act as the **appointed adviser**. This applies to all claims except under **insured incident 2, Rent Protection**, where **we** will choose the **appointed adviser** to assist with all stages of **your** claim.

- (c) Any law firm or suitably qualified representative nominated by **you** must agree to represent **you** in accordance with **our standard adviser's terms of appointment** (which are available on request) and the most the **insurer** will pay is no more than the amount the **insurer** would have paid to **our** own choice of **appointed adviser**.

3. Conduct of the claim

You must:

- (a) cooperate fully with **Goodlord** and the **appointed adviser** and provide any relevant information, documentation, and evidence in connection with a claim when asked to do so; and
- (b) keep **Goodlord** and the **appointed adviser** fully informed of any developments and instruct the **appointed adviser** to provide **us** or **Goodlord** with any information **we** ask for.

You must not:

- (a) act in any way which obstructs **Goodlord** or the **appointed adviser** or hinders the progress of a claim; and
- (b) incur any **adviser's costs and expenses** or any other costs or amounts without **our** consent.

Goodlord or the **insurer** can:

- (a) contact the **appointed adviser** at any time and have access to all documents and information regarding **your** claim;
- (b) withdraw funding for a claim and pursue **you** to recover **adviser's costs and expenses** or other costs or amounts already paid, if **you** pursue or withdraw from that claim without **our** consent or fail to pass on any instructions to the **appointed adviser**;
- (c) withdraw funding for a claim if **you** dismiss the **appointed adviser** without **our** consent and there is no valid cause to do so, or if the **appointed adviser** refuses to continue acting for **you** with **our** consent and there is valid cause to do so; and
- (d) withdraw funding for a claim if at any time **we** believe **reasonable prospects of success** are no longer present. The **insurer** will still pay any **adviser's costs and expenses** or other costs or amounts the **insurer** has agreed to, prior to **reasonable prospects of success** no longer being present.

4. Claims settlement

- (a) **You** must tell **us** immediately if an offer to settle a claim is received and must not enter negotiations to settle a claim without **our** prior consent.
- (b) If **you** refuse a fair and reasonable offer to settle a claim, the **insurer** will be entitled to withdraw funding for that claim and the **insurer** will pay no further **adviser's costs and expenses** or other costs or amounts.
- (c) For claims made under **insured incident 2 - Rent Protection**, **Goodlord** will, at their discretion, attempt to negotiate settlement to avoid the need for court action before the appointment of an **appointed adviser**.
- (d) **Goodlord** may decide to settle a claim by paying the reasonable value of that claim instead of instructing an **appointed adviser** to pursue, defend or continue any action in court. In such cases **we** may decide to pursue the other party for the amount the **insurer** has paid to **you** and **you** must allow **us** to take over and continue the claim in **your** name and provide **us** with any information in support of this action.
- (e) If **Goodlord** is not able to reach a settlement that is reasonable for all parties, **your** claim will be sent to the **appointed adviser** who will consider the need for legal proceedings in order to settle the dispute.

5. Recoveries and assessment of costs

The **insurer** shall have the right at any time to pursue the recovery of any Rent Protection, **adviser's costs and expenses**, or any other benefit paid under a claim made against this policy and/or awarded by way of a Court Order, including taking proceedings and/or enforcement action against the **tenant**.

If any recovery is made from the **tenant** by **you**, the **landlord**, **Goodlord**, or **our appointed adviser**, the sum received will be applied in the following order:

- (a) to legal fees and costs incurred or paid by the **insurer**;
- (b) to Rent Protection paid by the **insurer**;
- (c) if any balance remains after a) and b) have been repaid, then to the **landlord**, but this will be subject to the deduction of all fees and any reasonable administration charge as may be applied by **us** for activity relating to the recovery

For claims made under an **insured incident** which allows **you** or the **landlord** to select **your** own **appointed adviser**, **you** must tell the **appointed adviser** to have the **adviser's costs and expenses** taxed, assessed, and audited and/or have their claims file audited by **us**, if **we** ask for this. If it is established that the **adviser's costs and expenses** or any other costs have been billed which have not been agreed by **us**, the **insurer** reserves the right to refuse to pay these unauthorised costs.

6. Appealing the outcome of a claim

Appeals regarding the outcome of an **insured incident**, either made by or against **you**, must be notified to **us** as soon as possible and within 10 days of the deadline for any appeal. **Reasonable prospects of success** must still be present in order for an appeal to be considered.

7. Other insurance and apportionment of costs

If any **adviser's costs and expenses** or other costs or amounts covered by this insurance are also covered under an alternative insurance policy or would have been covered if this insurance did not exist, the **insurer** will only pay their share of these costs.

8. Obtaining a legal opinion

We may require **you**, at **your** own expense, to obtain an independent opinion from a barrister or other expert agreed between **you** and **us** over a claim's merits, financial value or **reasonable prospects of success**. If the opinion supports **you** and there are clear merits in proceeding with that claim, the costs incurred by **you** in seeking that opinion will be reimbursed..

9. Disputes with us

If there is a dispute between **you** and **us** over this policy, which cannot be resolved through **our** internal complaints handling process, **you** are entitled to seek a resolution through the Financial Ombudsman Service as long as **you** are eligible to complain.

Where the Financial Ombudsman Service cannot deal with that complaint, the dispute shall be referred to arbitration which is a formal and binding process where disputes are resolved by independent arbitrators in accordance with the Arbitration Act. The arbitrator will be chosen jointly by **you** and **us**. If **we** are not able to agree on the appointment of an arbitrator with **you**, the President of the Chartered Institute of Arbitrators will decide.

The decision of the appointed arbitrator is binding and the arbitrator may require **you** or the **insurer** to pay the costs.

10. Your cancellation rights

(a) Cooling-off period

- (i) **You** can cancel this insurance, without giving any reason, within 14 days of its start date or within 14 days of receiving **your** policy documents, whichever is later.
- (ii) If **you** wish to exercise this right, **you** must notify **Goodlord**. **You** will be entitled to a full refund of premium paid as long as **you** have not made a claim under this insurance during the current period of insurance.

(b) Outside the cooling-off period

- (i) **You** can cancel this insurance at any other time, subject to providing **Goodlord** with 30 days' written notice. As long as **you** have not made a claim under this insurance during the current period of insurance and subject to the terms of business between **you** and **Goodlord**, **you** may be entitled to a partial refund of premium.

In the event of cancellation, **Goodlord** may apply an administration charge. Please contact them for more information on any charges applied.

11. Our cancellation rights

(a) General

The **insurer** can cancel this insurance at any time, where there is a valid reason to do so, subject to providing **you** with 7 days' notice. Reasons for cancellation may include, but are not strictly limited to:

- (i) **you** have failed to cooperate with **us**, **Goodlord**, or the **appointed adviser** and this failure has significantly hindered **our** ability to deal with a claim or administer this insurance; and/or
- (ii) a premium payment is due, or a costs recovery is still outstanding by the end of the final deadline notified to **you**.

(b) Fraudulent or dishonest claims

- (i) If **we** have evidence that **you** have made a fraudulent, dishonest or exaggerated claim, or have deliberately misled **us**, **Goodlord**, or the **appointed adviser** when presenting relevant information in support of a claim, the **insurer** reserves the right to cancel this insurance from the date of the alleged claim or misrepresentation and recover from **you** any **adviser's costs and expenses** or other costs or amounts already paid in respect of that claim, which the **insurer** otherwise would not have paid. The **insurer** will also not refund any premium paid by **you**.

- (i) If fraudulent activity or false or inaccurate information is identified, **we** may, at **our** discretion, pass details to fraud prevention or law enforcement agencies who have the right to access and use this information, which could result in a prosecution.

12. Persons involved in this contract of insurance

Unless expressly stated otherwise, any person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this insurance.

13. Choice of law and Acts of Parliament

Unless otherwise agreed by **us** in writing, this insurance is governed by the laws applying to England and Wales.

Any Acts of Parliament or Statutory Instruments referred to in this insurance shall include equivalent legislation in Scotland and Northern Ireland and shall also include any subsequent amending or replacement legislation.

GENERAL INFORMATION

The insurer

This insurance is underwritten by Financial & Legal Insurance Company Limited, No. 1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GW.

The Financial Services Compensation Scheme

The **insurer** is covered by the Financial Services Compensation Scheme (FSCS) and **you** may be entitled to compensation from the scheme if the **insurer** cannot meet their obligations. This will depend on the circumstances of the claim.

Further information about the compensation scheme arrangements can be found on the FSCS **website** at www.fscs.org.uk

Financial and Legal Data protection notice

We act as the Data Controller. How **we** use and look after the personal information is set out below.

Information may be used by **us**, agents and service providers for the purposes of insurance administration, underwriting, claims handling or for statistical purposes.

The lawful basis for the processing is that it is necessary for **us** to process **your** personal information to enable the performance of the insurance contract, to administer **your** policy of insurance and/or handle any insurance claim **you** may submit to **us** under this Policy. The processing of **your** personal data may also be necessary to comply with any legal obligation **we** may have and to protect **your** interest during the course of any claim.

What we process and share

The personal data **you** have provided, **we** have collected from **you**, or **we** have received from third parties may include **your**:

- Name; date of birth, residential address and address history.
- Contact details such as email address and telephone numbers.
- Financial and employment details.
- Identifiers assigned to **your** computer or other internet connected device including **your** Internet Protocol (IP) address.
- Health or criminal conviction information.
- Vehicle or household details.
- Any information which **you** have provided in support of **your** insurance claim.

We may receive information about **you** from the following sources:

- **Your** insurance broker.
- From third parties such as credit reference agencies and fraud prevention agencies.
- From **insurers**, witnesses, the Police (in regards to incidents) and solicitors, Appointed Representatives.
- Directly from **you**.

We will not pass **your** information to any third parties except to enable **us** to process **your** claim, prevent fraud and comply with legal and regulatory requirements. In which case **we** may need to share **your** information with the following third parties within the EU:

- Solicitors or other Appointed Representatives.
- Underwriters, Reinsurers, Regulators and Authorised/Statutory Bodies. Fraud and crime prevention agencies, including the Police.
- Other suppliers carrying out a service on **our**, or **your** behalf.

We will not use **your** information for marketing further products or services to **you** or pass **your** information on to any other organisation or person for sales and marketing purposes without **your** consent.

Data Retention

We will hold **your** details for up to seven years after the expiry of **your** policy, complaint and/or claims settlement.

Your rights

Your personal data is protected by legal rights, which include **your** rights to:

- Object to our processing of **your** personal data.
- Request that **your** personal data is erased or corrected.
- Request access to **your** personal data and data portability.
- Complain to the Information Commissioner's Office, which regulates the processing of personal data.

You can request to see what data **we** hold on **you**, there is no charge for this service.

If **you** have any questions about **our** privacy policy or the information **we** hold about **you** please contact **us**.

LPG Data protection notice

In order to manage this insurance, including the provision of helpline services, claims handling, underwriting and other administrative duties, **we** may need to share personal information which has been given to **us** with other parties such as insurers, insurance intermediaries, law firms, experts, regulatory authorities or agents providing services to **us** or on **our** behalf. **We** will only request necessary information from **you** and will only use it and disclose it in the course of arranging and administering this insurance.

Any personal information **we** hold about **you** will be retained by **us** for a period of seven years after this insurance expires and in any event, for the minimum periods required by relevant laws and regulations. This information may need to be retained for legal and regulatory reasons and for legitimate business purposes including (but not strictly limited to) establishing, pursuing or defending legal claims.

Sometimes **we** may need to send **your** personal information to agents based outside of the European Economic Area and in doing so will ensure that those agents apply the same levels of confidentiality, protection and security that are applied by **us**.

In arranging and managing this insurance and administering claims, **we** will comply with the provisions of the Data Protection legislation which is directly applicable in the United Kingdom (this includes the General Data Protection Regulation (EU) 2016/679 (otherwise known as GDPR) as well as any subsequent amending or replacement Data Protection legislation which is directly applicable in the United Kingdom) and unless required to do so by law or a professional body, will not disclose **your** personal data to any other person or organisation without **your** consent.

You can find full details of **our** privacy policy on **our** website
www.legalprotectiongroup.co.uk

More information on the Data Protection Act and the principles in place to protect personal information can be found on the Information Commissioner's Office website
<https://ico.org.uk/>

You have a right to obtain information **we** hold about **you**. This is called a Subject Access Request and in order to obtain such information, please write to:

**The Data Protection Officer, Legal Protection Group Limited,
 8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudgeway, Bristol BS35 3QH.**

If **you** have a concern about the way **we** have handled **your** personal data, then **you** have the right to report this to the Information Commissioner's Office:

Website: <https://ico.org.uk/concerns/>

Phone: **0303 123 1113** (lines are open Monday to Friday 9am to 5pm)

Email: casework@ico.org.uk

WHAT TO DO IF YOU HAVE A COMPLAINT

We are committed to providing **you** with excellent customer service, but **we** accept that occasionally things go wrong.

We take all complaints seriously and have a commitment across our business to treat all customers fairly. Where **we** have made a mistake, **we** want to put things right quickly.

If **you** are not happy with the standard of service provided by **us**, please let **us** know:

Email: complaints@legalprotectiongroup.co.uk

Phone: **0333 700 1040** (lines are open Monday to Friday 9am to 5pm)

Post: **Customer Service Department, Legal Protection Group Limited,**

8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudgeway, Bristol BS35 3QH.

As soon as a complaint is received:

All complaints will be acknowledged in writing within three business days of receipt. If the complaint can be resolved within three business days, **our** letter will also outline the result of **our** investigation.

If **our** investigation is not resolved within three business days, **we** will aim to respond within four weeks of receiving the complaint.

If the complaint is about another party, such as a law firm who is acting for **you**, **we** will refer details of the complaint to that other party and confirm this course of action to **you** in writing.

After we have investigated the complaint:

We will write to **you** immediately notifying **you** of the outcome of **our** investigation. **We** will also advise that if **you** are not satisfied with the outcome, **you** may refer the matter to the Financial Ombudsman Service within the next six months*.

If we cannot resolve the complaint within 4 weeks:

We will write to **you** and inform **you** that **our** investigation is continuing, giving the reasons for the delay and a date by which **we** expect to be able to contact **you** again.

If we cannot resolve the complaint within 8 weeks:

We will inform **you** of the reasons for the further delay and advise that if **you** are not satisfied with **our** progress then **you** may refer the complaint to the Financial Ombudsman Service within the next six months*.

*If **you** do not refer **your** complaint within the six month period, the **insurer** will not permit the Financial Ombudsman Service to consider **your** complaint and will only be able to do so in very limited circumstances such as where they believe that the delay in notifying **your** complaint was as a result of exceptional circumstances.

The Financial Ombudsman Service can be contacted:

Email: complaint.info@financial-ombudsman.org.uk

Phone: 0800 023 4567 (free from a landline) or 0300 123 9123 (free from some mobile phones)

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

You can also visit www.financial-ombudsman.org.uk and follow the guidelines on how to complain and to also check their eligibility criteria.

Important: This complaints notification procedure does not affect **your** right to take legal action.

goodlord

12.2023 / LPG