

## policy summary

# PLUS Rent Guarantee and Legal Expenses

**policyholder: Mr Chris Example**

**reference no. RG3 0007948**

This summary contains the key features of your PLUS Rent Guarantee and Legal Expenses policy. It does not contain the full terms and conditions, which can be found in your PLUS Rent Guarantee and Legal Expenses policy. It is particularly important that you read the sections on key exclusions and key limitations. All cover listed below is for 6 months.

### legal expenses and rent guarantee

insured by Brit Insurance Limited

#### key benefits

We will pay the legal costs and expenses up to the limit of Indemnity including the costs of appeals for claims reported during the period of insurance for the following insured events

##### a. legal costs and expenses

- | A dispute relating to the landlord trying to repossess the property providing the property have been let under either:
  - an assured shorthold tenancy; or
  - a shorthold; or
  - an assured tenancy

As defined by the Housing Act 1988 as amended by the Housing Act 1996 or the Household (Scotland) Act 1988

- | A dispute relating to the landlord trying to repossess the property let to which the Private Tenancies (Northern Ireland) Order 2006 applies
- | A dispute relating to the landlord trying to recover any rent owed to them by the tenant or ex-tenant

##### b. rent indemnity

- | Following a claim we have accepted under Section A - Insured Event above rent owed to the landlord up until vacant possession of the property providing that such arrears commence during the policy period and the tenants' occupation of the property.

#### key exclusions

See your policy : *Our contract with You*

- | The claim is always more likely to be successful than not
- | The claim is reported within 60 days of You or the Landlord first becoming aware of circumstances which could to give rise to a claim under Insured Event A of this policy and in respect of Insured Event B no later than 68 days after the rent first becomes due.
- | The Appointed Advisor nominated by us is will always act in any claim prior to the issue of proceedings or any claim falling under the jurisdiction of the Small Claims Court

See your policy : *meaning of words*

- | Territorial Limit : England, Wales, Scotland and Northern Ireland

See your policy : *conditions relating to the letting of the property*

- | The Landlord must obtain a satisfactory credit reference from the Endsleigh tenant referencing service prior to granting the tenancy and ensure that all conditions on the reference report are met
- | The Landlord must not enter into a tenancy agreement where a person has been requested to stand surety for the tenant unless that person has been referenced in accordance with the Endsleigh tenant referencing service and that person has entered into a legally enforceable agreement in favour of the Landlord
- | The Landlord must not allow a tenant to occupy the Property until the first month's rent and the dilapidations deposit has been paid in cash or payment has cleared in the Landlord's or your bank account
- | The Landlord must ensure that all relevant and necessary statutory pre-grant notices are served in the correct form on the tenant prior to granting the tenancy

See your policy : *general exclusions*

- | Legal Costs & Expenses incurred before a claim is accepted
- | Any dispute occurring prior to, or existing at the inception of the policy
- | Any claims where the tenancy commenced before the policy issue date or more than 60 days after the policy issue date

#### key limitations

See your policy : *meaning of words*

- | The most We will pay in respect of Insured Event A is £25,000 per claim

See your policy : *section B - Insured Event - what is covered*

- | The limit for Insured Event B is 4 months for a 6 month policy
- | The maximum rent payable by Us is £10,000 per month.

#### excess

See your policy Section B Insured Event:

- | We are not responsible for the first calendar month's rent

## how to make a complaint

If you wish to make a complaint, in the first instance, please contact the person you originally dealt with. They will aim to resolve your complaint on the same day. Alternatively you can contact us:

**by phone** 08000 858698

**by post** Customer Liaison Department  
Endsleigh Insurance Services Ltd.  
Shurdington Road,  
Cheltenham GL51 4UE

You may at any time contact the Chief Executive of your Insurer at the address shown in the **about your insurers** section. If we cannot settle your complaint, you have the right to ask the Financial Ombudsman Service to review your case. Contacting the Ombudsman will not affect your rights to take legal action against us.

## how to cancel

If when you receive your policy you find that the cover is not suitable for your needs, you can cancel your policy, providing you notify us within 14 days of receipt. We will refund your premium less a charge for the time you have been insured, provided your policy has not been terminated following a claim, in which case no refund will be due.

You can cancel your policy by contacting us on **0800 030 4510**.

## how to make a claim

To make a claim please phone:  
legal expenses and rent guarantee

**0117 917 1698**

## PLUS rent guarantee and legal expenses policy

### Our contract with You

This is Your PLUS rent guarantee and legal expenses Policy. It is the evidence of the contract You have made with Us. We insure You during the Period of Insurance in the terms set out in Your Policy, in return for payment of the premium.

Your PLUS rent guarantee and legal expenses Policy document, Your Statement of Insurance and any Endorsements are all part of Your Policy and should be read together to avoid misunderstanding. They show which Sections of Your Policy are in force and contain details of Your cover. You must tell Endsleigh Insurance Services Limited ("Endsleigh") as soon as possible of any change to the information given on Your Statement of Insurance as failure to do so may invalidate Your Policy. You must not wait until the next renewal date.

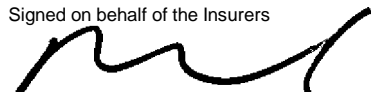
Cover will continue after the renewal date shown in Your Statement of Insurance only if We accept Your renewal premium. It will be Your responsibility to ensure that the renewal premium is paid to Endsleigh if cover is to continue after the renewal date.

We are to provide the insurance in this policy, keeping to the terms, conditions and exclusions as long as:

- 1) You have paid the insurance premium
- 2) the Insured Event occurs within the Territorial Limit
- 3) the claim
  - always has Reasonable Prospects of Success
  - is reported to Us
  - during the Period of Insurance
  - within 60 days of You or the Landlord first becoming aware of circumstances which could give rise to a claim under section A of this policy and within 68 days in respect of claims made under section B
- 4) the Appointed Advisor nominated by Us will always act in any claim
  - falling under the jurisdiction of the Small Claims Court, and/or
  - prior to the issue of proceedings
- 5) any proceedings or hearing are dealt with by a court, tribunal or any other body that We agree to, in the Territorial Limit

Please make sure that Your Policy meets Your requirements. If it does not please tell Us immediately.

Signed on behalf of the Insurers



Michael Alcock  
Managing Director  
Endsleigh Insurance Services Limited

### meaning of words

Certain words and terms contained in this policy have been defined as they have the same meaning wherever they appear

**Appointed Advisor** : The solicitor or other advisor appointed by Us to act on the Landlord's behalf.

**Landlord** : The person or company who has entered into an agreement with You to let the Property

**Legal Costs and Expenses** : a) Reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the Appointed Advisor on the Standard Basis and agreed in advance by Us  
b) Other side's costs incurred in civil claims where the Landlord has been ordered to pay them or pay them with Our agreement  
c) Rent Indemnity under section B

**Limit of Indemnity** : £25,000 which is the maximum Legal Costs & Expenses payable by the Insurer in respect of all claims related by time or original cause.

**Period of Insurance** : The period for which We have agreed to cover You and for which You have paid the premium as shown in the Statement of Insurance.

**Policy** : The documents consisting of Your Statement of Insurance, Your PLUS Rent Guarantee and Legal Expenses Policy document, and any Endorsements.

**Property** : The property declared to You for which a premium has been paid.

**Reasonable Prospects of Success** : In civil and criminal claims, where the Landlord has a greater than 50% chance of successfully pursuing or defending the claim. If the Landlord is seeking damages or compensation, there must also be a greater than 50% chance of enforcing any judgment that might be obtained.

In all claims involving an appeal, where the Landlord has a greater than 50% chance of being successful.

**Small Claims Court** : A court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999.

**Statement of Insurance** : The document giving details of the Period of Insurance. Your cover, the premium, the insurer and the Policy number. The Statement of Insurance includes all the information You provided when We prepared Your quotation and forms the basis of Your contract.

**Territorial Limit** : England, Scotland, Wales and Northern Ireland.

**We, Us, Our** : The insurer shown in Your Statement of Insurance or Endsleigh Insurance Services Limited authorised to administer Your Policy on their behalf, or ARAG plc who are authorised under a binding authority agreement to administer this insurance on behalf of the Insurer.

**You, Your** : The Letting Agent named as the policyholder in Your Statement of Insurance.

### section A - Insured Event - Legal Expenses

#### what is covered:

1. A dispute relating to the Landlord trying to repossess the Property that they have let under either:
  - i) an assured shorthold tenancy; or
  - ii) a shorthold tenancy; or
  - iii) an assured tenancyAs defined by the Housing Act 1988 as amended by the Housing Act 1996 or the Household (Scotland) Act 1988  
Providing that the Landlord
  - a) gives the tenant the correct notices for the repossession of the Property; and
  - b) tries to get repossession under one or more grounds set out in:
    - Schedule 2, Part 1 of the Housing Act 1988 as amended by the Housing Act 1996; or
    - Schedule 5, Part 1 of the Housing Act (Scotland) 1988; or
    - Part 1, Section 21 of the Housing Act 1988 amended by the Housing Act 1996; or
    - Part 2, Section 33 of the Housing Act (Scotland) 1988
2. A dispute relating to the Landlord trying to repossess the Property let to which the Private Tenancies (Northern Ireland) Order 2006 applies.
3. A dispute relating to the Landlord trying to repossess the Property that they have let to a limited company or business partnership
4. A dispute relating to the Landlord trying to recover any rent owed to them by their tenant or ex-tenant

### section B - Insured Event - Rent Indemnity

#### what is covered:

Following a claim We have accepted under Insured Event A above, rent owed to the Landlord on the Property until vacant possession has been granted subject to such arrears having commenced during the Period of Insurance and the tenant's occupation of the Property provided that:

- 1) We are not responsible for the first calendar month's rent
- 2) the most We will pay is subject to a maximum limit of £10,000 per month.

The maximum rent We will pay is:

- a) 4 months for a 6 month policy; or
- b) 8 months for a 12 month policy

## general exclusions

You are not covered for any claim arising from or relating to:-

1. Legal Costs & Expenses incurred before We accept a claim
2. Any actual or alleged act, omission or dispute occurring prior to, or existing at the inception of the policy
3. A dispute with a tenant which occurs in the first 90 days of the Period of Insurance where the tenancy agreement existed before the start of this policy
4. An allegation or prosecution against the Landlord involving:
  - assault, violence or dishonesty;
  - malicious falsehood;
  - the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials;
  - illegal immigration;
  - offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
5. An Insured Event arising from a deliberate or reckless act by the Landlord.
6. Fines, penalties or compensation payable by the Landlord
7. A judicial review
8. Patents, copyright, trade marks, passing-off, trade or service marks, registered designs, secrecy and confidential information
9. A dispute with Us or the Insurer not dealt with under Condition 6
10. Defamation
11. a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel  
b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof  
c) war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.  
d) pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed  
e) any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action. If the Insurer alleges that by reason of this exclusion any liability or loss is not covered by this policy, the burden of proving the contrary shall be upon You
12. A group litigation order
13. Any claim where the tenancy commenced before the policy issue date or more than 60 days after the policy issue date

## conditions relating to the letting of the Property

You or the Landlord must:

- 1) sign a tenancy agreement with each tenant before allowing occupation of the Property
- 2) obtain a satisfactory credit reference from the Endsleigh tenant referencing service prior to granting the tenancy. The Landlord must not grant the tenancy if they are in any doubt of the integrity or the financial standing of the tenant
- 3) ensure that all conditions on the reference report are met and be able to demonstrate that they have been met
- 4) not enter into a tenancy agreement where a person has been requested to stand surety for the tenant unless that person has been referenced in accordance with 2. and 3. above and that person has entered into a legally enforceable agreement in the favour of the Landlord
- 5) ensure that all relevant and necessary statutory pre-grant notices are served in the correct form on the tenant prior to granting the tenancy
- 6) make all relevant and necessary searches to reveal County Court judgments in the last five years against the proposed tenant prior to granting tenancy
- 7) not allow a tenant to occupy the Property until the first month's rent and the dilapidations deposit have been paid in cash or payment has cleared in the Landlord's or Your bank account
- 8) comply with statutory regulation relating to such deposits before allowing a tenant to occupy the Property
- 9) ensure that all statutory requirements are complied with regarding the issue and service of notices of intention to take proceedings
- 10) prepare, prior to the granting of the tenancy, a detailed inventory of the contents and condition of the Property
- 11) keep up-to-date rental records
- 12) ensure that where a tenant makes a payment of arrears, such payment is received on the express understanding that it is being taken on account of the longest outstanding sum of arrears that are due and is received without any prejudice to any termination notice and/or proceedings

## general conditions

Failure to keep any of these conditions may lead to Us cancelling Your Policy, refuse a claim or withdraw from an ongoing claim. We reserve the right to recover Legal Costs and Expenses from You should this occur.

### 1. Responsibilities

You and the Landlord must:

- a) observe and keep to the terms of the policy;
- b) not do anything that hinders Us or the Appointed Advisor;
- c) tell Us immediately after first becoming aware of any cause, event or circumstances which could to give rise to a claim under this policy;
- d) tell Us immediately of anything that may materially alter Our assessment of the claim;
- e) cooperate fully with the Appointed Advisor and Us, give the Appointed Advisor any instructions We require, and keep them updated with progress of the claim;
- f) provide Us with everything We need to help us handle the claim;
- g) take reasonable steps to recover Legal Costs & Expenses that the Insurer pays and pay to the Insurer all costs that are recovered should these be paid to You;
- h) tell the Appointed Advisor to have the Legal Costs & Expenses assessed or audited if We require;

- i) minimise any Legal Costs & Expenses and try to prevent anything happening that may cause a claim;
- j) allow the Insurer at any time to take over and conduct in the Landlord's name any claim, proceedings or investigation.

### 2. The Appointed Advisor

- a) In certain circumstances as set out in c) below You may choose an Appointed Advisor. In all other cases no such right exists and We shall choose the Appointed Advisor;
- b) Where You wish to exercise the right to choose, You should write to Us with Your nominated representative's name and address. Your chosen Appointed Advisor must agree to act under Our standard terms of business and cooperate with Us at all times. We may refuse to accept Your nomination in exceptional circumstances. If We disagree over the appointment of an Appointed Advisor then We will agree for another suitably qualified person to decide the matter;
- c) If we agree to start legal proceedings and the court or tribunal requires any representative to be legally qualified, or there is a conflict of interest, You may choose a suitably qualified Appointed Advisor. Your right to choose never applies to Small Claims Court claims unless there is conflict of interest;
- d) If the Appointed Advisor refuses, with good reason, to continue acting, or the Landlord dismisses the Appointed Advisor without good reason, or the Landlord withdraw from the claim without Our written agreement, cover will end immediately unless We agree to appoint another Appointed Advisor.

### 3. Our Consent

We must give Our written consent to incur any Legal Costs & Expenses. The Insurer does not accept any liability for Legal Costs & Expenses incurred without Our written consent.

### 4. Settlement

- a) We have the right to settle the claim by paying the value of the claim;
- b) You or the Landlord must not negotiate, settle the claim or agree to pay any Legal Costs & Expenses incurred without Our written agreement;
- c) If You or the Landlord refuse to settle the claim following
  - (i) a reasonable offer, or
  - (ii) advice to do so from the Appointed AdvisorWe may refuse to pay further Legal Costs & Expenses

### 5. Counsel's Opinion

We may require You or the Landlord to obtain and pay for an opinion from counsel regarding the merits or value of the claim. If the opinion supports the claim the Insurer will pay for the opinion.

### 6. Arbitration

If there is a dispute between You and Us about the handling of a claim or the choice of an Appointed Advisor, the matter will be referred to a suitably qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred. If we fail to agree on a suitably qualified person We will ask the President of the relevant Law Society to nominate.

### 7. Dual Insurance

We will not pay for any claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist.

### 8. Fraudulent Claims

If any claim is made under the policy which is fraudulent or false, the policy shall become void and all benefit under it will be forfeited including the premium.

### 9. Acts of Parliament & Jurisdiction

All Acts of Parliament within the policy shall include any subsequent amendment or replacement legislation. This policy will be governed by English Law.

### 10. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.

## how to cancel Your Policy

**14 day cooling off period** : You are entitled to a 14 day 'cooling off' period from the time You receive Your policy documents. Within this period You can cancel Your Policy without incurring an administration fee. We will refund Your premium less a charge for the time You have been insured, unless Your Policy has been terminated following a claim, in which case no refund will be due. We reserve the right to terminate Your Policy following a total loss claim.

**Cancellation after the cooling off period** : Once the 14 days has passed, if You cancel Your Policy there will be no refund of any premium paid.

**Our right to cancel** : We may cancel this policy by sending You seven days notice in writing to Your last known address. You will be entitled to a refund of the unexpired portion of Your premium provided there have been no claims within the current Period of Insurance. An administration charge of £3.50 will be deducted from any refund due.

### how to cancel Your Policy

You can cancel Your PLUS Rent Guarantee and Legal Expenses Policy by contacting Us on 0800 030 4510.

## claims procedures

If you need to report a claim:

1. Under no circumstances should you or the landlord instruct a lawyer as we will not pay the costs incurred and it could invalidate the cover.
2. Please telephone 0117 917 1698 where we can either take the details over the telephone, or you can request a claims form for completion. Alternatively, you can find further details at [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims).
3. Providing we accept a claim, we will arrange for a solicitor to quickly contact you with a view to progressing the case.

## Our Commitment to You

We aim to provide a high level of service and pay claims fairly and promptly under the terms of Your Policy.

If You are unhappy with any aspect of Our service, please contact, in the first instance the person who originally dealt with Your enquiry. Alternatively You can contact Us by:

Telephone: 0800 085 8698

Post: Customer Liaison Department

Endsleigh Insurance Services Limited  
Shurdington Road  
Cheltenham  
Gloucestershire  
GL51 4UE.

Full details of Our complaints procedures are enclosed.

If You remain dissatisfied You have the right to ask the Financial Ombudsman to review Your case. The Ombudsman can be contacted at the following address:-

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

Contacting the Ombudsman will not affect Your right to take legal action against Us.

You are also given protection by our membership of the Financial Services Compensation Scheme under which You may be entitled to compensation in the very unlikely event that We are unable to meet Our obligations to You.

## about your insurers

Your Statement of Insurance shows who the Insurers applicable to Your Policy are.

### Endsleigh does have a Risk Transfer Agreement with this Insurer and the following statements apply:

Endsleigh Insurance Services Limited will hold monies, paid by You (such as New Business & Renewal Premiums), and owing to the insurer listed as an agent for that Insurer. Endsleigh Insurance Services Limited will hold monies, paid by the Insurer listed (such as Claims and Cancellations), and owing to You, as an agent for that Insurer.

## The Endsleigh Group of Companies ("Endsleigh") Data Protection Act 1998 ("The Act")

It is Endsleigh's policy to take all necessary steps to ensure that personal data held is processed fairly and lawfully in accordance with the Act.

We hold personal data relating to you in connection with insurance products and services you have asked us to provide. Except to the extent we are required or permitted by law, personal data provided to or obtained by us will be used for the purposes of providing you with the products and services you have requested. It may also be shared within the Endsleigh Group of Companies, full details are available on request, as well as carefully selected third parties who have products and services that we think may be of interest to you. We may wish to contact you from time to time by post, telephone or e-mail about other products and services that may be of interest to you. If at any time you do not wish to receive this information then please write to the Company's Group Data Protection Officer at: Endsleigh Insurance Services Limited, Shurdington Road, Cheltenham, Glos GL51 4UE. Under the Act, as a data subject, you are granted certain rights. If you would like to know what information we hold about you and from where it was obtained you can write to us as above. We may charge you a statutory administration fee to comply with your request.

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd). The aim is to help Us check the information provided and also to prevent fraudulent claims. When We deal with Your request for insurance, We may search the register. When You tell Us about an incident (such as fire, water damage or theft) which may or may not give rise to a claim, We will pass information relating to it to the register.

Should you have any queries in connection with data protection then please contact the Company's Group Data Protection Officer as above.