

# Landlords' Rent Guarantee Insurance Policy Summary

## Introduction

Some important facts about your insurance are summarised below. This summary does not describe all the terms and conditions of your Policy, so please take time to read the full Policy Wording to make sure you understand the cover it provides.

## Insurer

This insurance policy has been arranged by Qdos Broker & Underwriting Services Limited with UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE. Qdos Broker & Underwriting Services Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority. Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register by visiting www.fca.org.uk/firms/systems-reporting/register\_or by contacting them on 0800 111 6768.

## Telephone advice line

You have telephone access to Qdos consultants who are available to assist you with practical advice on a range of legal matters. The service is available weekdays between 9:00am to 5:30pm. The telephone number to access this service can be found on your policy schedule.

# Type of insurance and cover provided

This insurance policy offers protection against legal expenses and rental arrears as detailed below

Policy section	This Policy Will Cover	This Policy Will Not Cover
1. Legal Expenses	<ul> <li>Legal expenses incurred in disputes over:</li> <li>The physical possession of the property</li> <li>The actual or alleged dilapidations to the property subject to the amount in dispute being in excess of £1,000 and any legal expenses being limited to 75% of the amount in dispute</li> <li>Actual or alleged nuisance emanating from the residential property</li> <li>Non-payment of service charges due by a tenant provided that the amount in dispute is in excess of £1,000 and any legal expenses being limited to 75% of the amount in dispute</li> <li>The letting of property owned by you provided that the amount in dispute is more than £1,000</li> <li>A tenant's or other third parties' alleged or actual negligent act or omission, nuisance, trespass or criminal damage relating to the property which causes or could cause physical damage or pecuniary loss</li> <li>Infringement of your legal rights or the legal rights of a tenant or other third party by you arising out of or relating to the rightful occupation or ownership of the property by you</li> <li>A contract entered into by you for the sale or purchase of the property excluding any dispute that you may personally have arising from or relating to the breakdown of a marriage or quasi-marital relationship.</li> </ul>	<ul> <li>Rent, tax planning or building regulations or decisions or compulsory purchase orders or any actual, planned or proposed works by or under the order of any government or public or local authority</li> <li>The negotiation review or renewal of a tenancy agreement</li> <li>Any actual or alleged harassment of you or a tenant</li> <li>Disputes over subsidence or heave howsoever caused</li> <li>A contract dispute other than where the contract is a tenancy agreement</li> <li>Any planning application review or decision</li> <li>Legal expenses incurred without the prior written consent of the insurer</li> <li>An event or circumstance which occurred prior to or which existed at inception of cover</li> <li>Any claim in respect of Sections 1 and 3 where you have not obtained a positive personal reference in respect of the tenant</li> <li>Any claim in respect of Section 2 where the tenant has not passed a credit reference check undertaken by a licensed credit reference agency</li> <li>The appointment of a High Court Sheriff, or any costs other than authorised bailiff's fees in respect of any claim relating to the removal of unauthorised occupants from the Property.</li> </ul>

2. Rent	You are covered for rent arrears owed by the tenant under	
Guarantee	the tenancy agreement where an insured event has occurred and you are, where appropriate, pursuing proceedings under this Policy.	

Where this section is subject to an excess, as stated in the Policy Schedule, a full month's rent must be in arrears after deduction of the excess.

Rent will only be payable during the period of the tenancy agreement or until vacant possession has been gained, whichever happens first.

## Section 3. Attendance expenses

The actual loss of salary or wages you or any of your directors, partners or employees or your letting managing agent, for up to £100 per person per day to a maximum of £1,000 any one claim, for the time off work to attend any court or tribunal hearing as a:

- witness for you at the request of the appointed • representative
- defendant in legal proceedings for which the Insurer has accepted the claim provided that such salary or wages are not recoverable from the relevant court or tribunal.

#### Insured events:

- Which are not reported to Qdos within 60 days of the date on which they occur;
- Which occur within the first 90 days of the period of insurance where the tenancy agreement commenced more than 14 days before the period of insurance;
- Where the tenancy agreement commences more than 60 days after the tenant reference;
- Where you fail to provide evidence relating to a tenant reference:
- Where the amount in dispute is less than £250 including VAT.

# Limits of indemnity

Section 1. Legal Expenses: Selected when you purchase your policy and is stated on the Policy Schedule.

Section 2. Rent Guarantee: The monthly rent shown in the tenancy agreement and the Policy Schedule up to a maximum of £2,500 per month. The maximum rent payable per claim is selected when you purchase your policy and is stated in the Policy Schedule.

## **Excess**

Section 1. Legal Expenses: Nil

Section 2. Rent Guarantee: This is selected when you purchase your policy and is stated in the Policy Schedule.

Section 3. Attendance Expenses: Nil

# Conditions relating to the tenancy agreement:

- The insured property must be residential and remain solely for residential use.
- The tenant must be aged 18 years or over.
- You or your agent must not allow the tenant into possession of the insured property until:
  - The tenancy agreement has been signed by all parties.
  - A tenant reference has been obtained.
  - All necessary statutory pre-grant notices to the tenant have been issued.
  - The first month's rent and the deposit have been received in cash or cleared funds.
  - The dilapidations inventory has been signed by the tenant.
- During the tenancy agreement you or your agent must:
  - Keep full and up to date rental records.
  - Not allow the tenancy agreement to be transferred to any other individual or organisation.

# Tenant referencing

It is a condition of this insurance policy that a tenant reference must be obtained before you allow the tenant possession of the insured property. You must be able to present the following information in the event of a claim:

#### For professional lets:

- Two forms of identification from the tenant, one containing a clear photograph
- Confirmation of employment
- A credit check, clear of CCJ's, at the start of the tenancy

#### For professional, student and/or DSS lets:

A full tenant reference from an approved referencing company.

## **Duration of cover**

This policy will expire one calendar year from the date it was issued.

## **Cancellation right**

If you decide that for any reason that this policy does not meet your insurance needs, then please return it to the insurance broker or agent who provided this policy to you within 14 days of issue. On the condition that no claims have been made or are pending, we will then refund your premium in full. If you wish to cancel your policy after 14 days you will not be entitled to a refund.

The Insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to you at your last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

Provided the premium has been paid in full you will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

# Making a claim

To make a claim please call Qdos Broker & Underwriting Services Limited on 01455 852100 or write or email to:

Claims Department
Qdos Broker & Underwriting Services Limited
Windsor House
Troon Way Business Centre
Humberstone Lane
Thurmaston
Leicestershire
LF4 9HA

Email: claims@qdosunderwriting.com

## How to make a complaint

It is the intention to give you the best possible service but if you do have any questions or concerns about this insurance or the handling of a claim you should follow the Complaints Procedure below:

1. Complaints regarding the sale of the policy:

Please contact your agent who arranged the Insurance on your behalf.

2. Complaints regarding claims:

Please contact in the first instance:

The Nominated Complaints Handler Qdos Broker & Underwriting Services Limited Windsor House Troon Way Business Centre Humberstone Lane Thurmaston Leicestershire LE4 9HA

Tel: 01455 852050

Email: feedback@qdosunderwriting.com

If your complaint in either case cannot be resolved by the end of the next working day it may be referred to the underwriters of this policy UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE at Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ, email: customerrelations@ukgeneral.co.uk. Tel: 0345 218 2685

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:

The Financial Ombudsman Service Exchange Tower London E14 9SR

Tel: 0300 123 9 123 or 0800 023 4 567

Email: <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a>
Website: <a href="http://www.financial-ombudsman.org.uk/">http://www.financial-ombudsman.org.uk/</a>

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.

# Compensation scheme

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme in the unlikely event that Great Lakes Reinsurance (UK) SE cannot meet its financial responsibilities. The FSCS will meet 90% of your claim, without any upper limit. You can obtain further information about compensation scheme arrangements from the FSCS at www.fscs.org.uk.

## **Data Protection Act 1998**

Please note that any information provided to us will be processed by us and our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

# **Governing Law**

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which your main residence is situated.