


# Legal Expenses Policy



**Paragon**

**Paragon Household**

London House • Thames Road • Crayford • Kent • DA1 4SL

Paragon is authorised and regulated by the Financial Services Authority  **FSA**

# Landlords' Rent Guarantee Insurance Policy

## About this policy

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This Policy has been arranged by Qdos Broker & Underwriting Services Limited and is underwritten by UK General Insurance Limited on behalf of:

Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Qdos Broker & Underwriting Services Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

**This is a “claims made” insurance Policy. This insurance only covers *Claims* that arise and are notified within the *period of insurance*.**

You have submitted a written proposal, declaration or renewal declaration to the *insurer* it is agreed this shall form the basis for the issue of this Policy.

In return for the payment of your premium we will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by us and during the *period of insurance*

Unless expressly stated nothing in this Policy will create rights pursuant to the Contract (Rights of Third Parties) Act 1999.

## Making a claim

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If you need to notify a potential *claim*, please contact our Claims Department by calling 01455 852100.

Any written correspondence in respect of a claim must be sent to:

Claims Department  
Qdos Broker & Underwriting Services Limited  
Windsor House  
Troon Way Business Centre  
Humberstone Lane  
Thurmaston  
Leicestershire  
LE4 9HA

Email: [qdosclaims@qdosunderwriting.com](mailto:qdosclaims@qdosunderwriting.com)

You should provide your Policy Number and a description of the *claim's* circumstances. A claim form will then be provided which you should complete and return without delay. Please note that in certain circumstances Qdos Broker & Underwriting Services Limited will choose suitable legal representation to act upon *your* behalf.

## Legal Advice

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You can obtain telephone legal advice by telephoning the Qdos Legal Advice Line. The telephone number can be found on your Policy Schedule, you will need to quote *your* Policy Number.

Advice can be sought on a wide range of areas of law, including employment, tax, health & safety and contract. The advice is provided by qualified consultants and is confidential and impartial. Conversations may be recorded in the interests of quality of advice and training.

The Qdos Legal Advice Line is not empowered to give advice on the admissibility of any *claim* under this Policy. If you wish to make a *claim* or have a query about the Policy cover you must contact our Claims Department.

# Landlords' Rent Guarantee Insurance Policy

## Definitions

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Each of the words or phrases listed below will have the same meaning wherever they appear in *italics* throughout this Policy.

### Appointed Representative

A solicitor, accountant or other appropriately qualified person or firm as nominated on the Policy Schedule or as approved by the *insurer* who is appointed to represent *you* in accordance with the terms of this Policy.

### Claim

A *claim* under this Policy for *legal expenses in proceedings* and/or *rent* following an *insured event* which occurs during the *period of insurance* and within the *territorial limits*.

### Computer Virus

A set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

### Deposit

The sum of money collected from the *tenant* and held by *you* or *your* agent as an indemnity for losses incurred by *you* arising from the *tenant* failing to perform his obligations set out in the *tenancy agreement*. A minimum amount equal to one month's *rent* must be retained as the *deposit*.

### Dilapidations inventory

A full and detailed inventory of *your* contents and their condition within the *insured property* which has been signed by the *tenant*.

### Electronic Data

Facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

### Excess

The amount that *you* are liable to pay before any *claim* payment is made under this Policy as detailed on the Policy Schedule.

### Guarantor

The individual or organisation shown in the *tenancy agreement* and the Policy Schedule that has received a *tenant reference* and provided a financial guarantee of the *tenant's* performance of his obligations under the *tenancy agreement*.

### Insured event

An incident or the first of a series of incidents where the *tenant* fails to perform his obligations set out in the *tenancy agreement* relating to the rightful occupation of the *insured property*. Only one *insured event* shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time under the *tenancy agreement*.

### Insured property

The residential property shown in the Policy Schedule and the *tenancy agreement*.

### Insurer, we, us, our

UK General Insurance Limited on behalf of Great Lakes Insurance SE.

### Legal expenses

Professional legal fees which *you* are bound to pay, including fees or expenses incurred by the *appointed representative* whilst acting for *you* in the pursuit of *proceedings*. This also includes disbursements; however these disbursements must be in respect of services provided by a third party, received by *you*, distinct from the services supplied by the *appointed representative* to *you*.

We will also provide cover for any costs incurred by other parties insofar as *you* are held liable to pay such costs under a settlement made with another party but excluding any costs which *you* may be ordered to pay by a court of criminal jurisdiction.

In all cases, all professional fees, expenses, disbursements and any other costs may only be incurred with the prior consent of *Qdos*.

### Limit of indemnity

The maximum amount payable by the *insurer* in respect of an *insured event* as detailed on the Policy Schedule.

### Part 36 Offer

# Landlords' Rent Guarantee Insurance Policy

Any offer made by an opponent to settle a *Claim* which may or may not offer any admission of liability, which may be made by either party at any time during the duration of the *Claim* and if it is to be accepted, must be agreed within 21 days of the offer being made. Such an offer has the potential to cause *you* to pay part of their opponent's costs should *you* reject an offer, continue with the legal proceedings and subsequently fail to obtain more than *you* were offered by the opponent, or should *you* accept outside the 21 day period. This includes offers made under Part 36 of the Civil Procedure Rules 1998.

## Period of insurance

The period for which the *insurer* has agreed to provide cover under this Policy as detailed on the Policy Schedule.

## Proceedings

The pursuit of civil legal cases for damages or injunctions against the *tenant* or *guarantor* within the *territorial limits* arising from an *insured event*.

## Qdos

Qdos Broker & Underwriting Services Limited, an insurance intermediary who has been delegated the authority to bind cover and manage claims on behalf of the *insurer*.

## Rent

The monthly amount payable by the *tenant* to *you* as set out in the *tenancy agreement* and shown in the Policy Schedule.

## Tenancy agreement

An agreement between the *Insured* and each *Tenant* in relation to the *Insured Property* which is:

- a) an Assured Shorthold *Tenancy Agreement* as defined within the Housing Act 1988 (as amended); or
- b) a Company Residential tenancy (company let) created after 28th February 1997 where each *Tenant* is a Private Limited Company (Ltd) or Public Limited Company (Plc) and the *Insured Property* is let purely for residential purposes to an employee of the *Tenant*; or
- c) a written common law residential *Tenancy Agreement* created after 28th February 1997 between individuals where the *Rent* is in Excess of £25,000 per annum.

Provided that:

1. the initial *Tenancy Agreement* must be for a fixed term of no more than 12 months;
2. the *Insured Property* must be entirely residential and remain solely for residential use;
3. each *Tenant* must be aged 18 years or over;
4. the *Insured* or their agent must not allow the *Tenant* into possession of the *Insured Property* until:
  - a) the *Tenancy Agreement* has been signed by all parties; and
  - b) a *Tenant Reference* has been obtained before the start of the *Tenancy Agreement*; and
  - c) all necessary statutory pre-grant notices to the *Tenant* have been issued; including, but not limited to, obtaining a Gas Safe Certificate, obtaining an Energy Performance Certificate and carrying out Right to Rent checks; and
  - d) the first month's *Rent* and the *Deposit* have been received in cash or cleared funds;
5. during the *Tenancy Agreement* the *Insured* or their agent must:
  - a) keep full and up to date *Rental* records; and
  - b) not allow the *Tenancy Agreement* to be transferred to any other individual or organisation.

## Tenant

The occupier of the *insured property* named in the *tenancy agreement* as the *tenant* who has received a *tenant reference* and is shown in the Policy Schedule.

## Tenant reference

A credit check showing no outstanding County Court Judgements obtained from a licensed credit referencing company, together with copies of two forms of identification, one of which must contain a photograph, and a written employers reference or if the above is not available or in the case of students and DSS *tenants*, a credit reference with a 'Pass' rating from a Qdos approved *tenant* referencing agency.

## Territorial limits

The United Kingdom of Great Britain, Channel Islands, Isle of Man and Northern Ireland.

## You, your

The residential landlord shown in the Policy Schedule and on the *tenancy agreement* who has paid the premium. If *you* die, *your* personal representatives will be covered to pursue cases covered by this insurance on behalf of *you* that arose prior to *your* death.

# Landlords' Rent Guarantee Insurance Policy

## This policy will cover

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You are only covered for the specific sections of cover shown as operative in the Policy Schedule.

### Section 1 – Property Disputes

The *insurer* agrees to indemnify *you* against *legal expenses* of up to the *Limit of Indemnity* in any claim or legal proceedings made by or brought against *you* within the *territorial limits* and notified during the *period of insurance* in a dispute over:

- a) The physical possession of the *property* provided that where appropriate all statutory and contractual notices have been correctly served by *you* on the *tenant*.
- b) 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.
- c) Actual or alleged nuisance emanating from the *property*.
- d) The 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.
- e) The letting of *property* owned by *you* provided that the amount in dispute is more than £1,000 and the letting is in compliance with the provisions of the Housing Acts.
- f) 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 provided that no contact exists between *you* and the third party other than a *tenancy agreement* or for the repair, renovation, reinstatement or redecoration of the *property*.
- g) The alleged or actual infringement of the legal rights of:
  - i. *you*;
  - ii. a *tenant* or a third party by *you* arising out of or relating to the rightful occupation or ownership of the *property* by *you*.
- h) Any 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.

### Section 2 – Rent guarantee

You are covered for *rent* arrears owed by the *tenant* under the *tenancy agreement* during the *period of insurance* and up to the *limit of indemnity*, where an *insured event* occurs and the *insured* is, where appropriate, pursuing *proceedings* under this Policy.

*Rent* is only payable during the period of the *tenancy agreement* or until vacant possession has been gained, whichever happens sooner.

The *claim* must be made during the *period of insurance*.

### Exclusions specific to the performance of the tenancy agreement

#### 1. An *insured event*:

- h) Which is not reported to Qdos within 60 days of it occurring.
- i) Within the first 90 days of the *period of insurance* where the *tenancy agreement* commenced more than 14 days before the *period of insurance*.
- j) Where the *tenancy agreement* commences more than 60 days after the *tenant reference*.
- k) Where *you* fail to provide evidence relating to a *tenant reference*.
- l) Arising from or connected to *your* performance of *your* obligations under the *tenancy agreement*.
- m) Arising from dilapidations unless the missing or damaged items were contained within the *dilapidations inventory*.
- n) Where the amount in dispute is less than £250 including VAT.
- o) Falling within the jurisdiction of the Rent Assessment Committee, the Lands Tribunal or the Leasehold Valuation Tribunal.
- p) Relating to the payment or non payment of service charges as defined within the Landlord and Tenant Act 1985 (as amended).

#### 2. A *claim*:

- a) Where there are insufficient prospects of success in the *proceedings* due to the terms of the *tenancy agreement* being un-enforceable.
- b) Arising from a dispute between *you* and *your* agent or mortgage lender.

### Conditions relating to the Tenancy agreement

1. The *insured property* must be residential and remain solely for residential use.
2. The *tenant* must be aged 18 years or over.
3. *You* or *your* agent must not allow the *tenant* into possession of the *insured property* until:
  - a) The *tenancy agreement* has been signed by all parties.
  - b) A *tenant reference* has been obtained.
  - c) All necessary statutory pre-grant notices to the *tenant* have been issued.
  - d) The first month's *rent* and the *deposit* have been received in cash or cleared funds.
  - e) The *dilapidations inventory* has been signed by the *tenant*.

# Landlords' Rent Guarantee Insurance Policy

4. During the *tenancy agreement* you or your agent must:
  - a) Keep full and up to date rental records.
  - b) Not allow the *tenancy agreement* to be transferred to any other individual or organisation.

## Conditions specific to Section 2 Rent Guarantee

1. *Rent* will be paid in accordance with the above and monthly in arrears at a rate of 1/30th for each continuous day that it is in arrears.
2. Where this section is subject to an *Excess*, as shown in the Policy Schedule, one full month's *rent* must be in arrears after deduction of the *excess*.
3. If the *tenant* is claiming Housing Benefit, *rent* will not be paid until the outcome of the Housing Benefit claim is known. If the *tenant's* Housing Benefit claim is rejected, *rent* will be paid under the Policy backdated to the date that you could first *claim*. There is no cover under the Policy for any shortfall between the amount paid to the *tenant* as Housing Benefit and the *rent*.
4. If the *deposit* is more than the *excess*, the cover under the Policy will pay *rent* arrears after deduction of the balance of the *deposit*. If the balance of the *deposit* is subsequently required to meet the cost of dilapidations, this will be paid to you.

## Section 3 - Attendance expenses

The actual loss of salary or wages by 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:

- a) witness for you at the request of the *appointed consultant*;
- b) 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.

All sections of cover are provided that you will suffer financial loss if you fail to pursue or defend the claim or legal proceedings.

## This policy will not cover

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1. There is no cover where:
  - a) The *insured event* began to occur or had occurred before you purchased this insurance.
  - b) You should reasonably have realised when purchasing this insurance that a *claim* under this insurance might occur.
  - c) You fail to give proper and prompt information or evidence to Qdos.
  - d) Your act, omission or delay prejudices the *insurer's* position in connection with the *proceedings* or prolongs the length of the *rent claim*.
  - e) You act without or contrary to the advice or agreement of Qdos or the *appointed representative*.
  - f) You have breached the terms and conditions of this Policy.
  - g) *Legal expenses* have not been agreed in advance or are above those for which Qdos has given its prior written approval.
2. There is no cover for any *claim* arising from:
  - a) Works undertaken or to be undertaken by or under the order of any government or public or local authority including compulsory purchase.
  - b) Subsidence, mining or quarrying activities.
  - c) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority
  - d) Planning law including Town and Country Planning.
  - e) The construction of or structural alteration to buildings.
  - f) Defamation or malicious falsehood.
  - g) Divorce, matrimonial matters or *proceedings* including ancillary relief, parental responsibility and contact, or affiliation.
  - h) An application for Judicial Review.
  - i) A novel point of law.
3. There is no cover:
  1. For *legal expenses* incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party.
  2. For damages, interest, fines or costs awarded in criminal courts or any other penalties.
  3. Where you have other legal costs insurance cover.
  4. For *claims* made by or against Qdos, the *insurer* or the *appointed representative*.
  5. For appeals without the prior written consent of Qdos.
  6. For disputes in relation to the sale, purchase or adverse possession of the *insured property*.
  7. Prior to the issue of court *proceedings*, for the costs of any legal representative other than those of the *appointed representative* unless expressly agreed by Qdos. Such agreement is entirely at the discretion of Qdos.
  8. Where the *claim* is false, fraudulent or arises from your criminal act or omission.

# Landlords' Rent Guarantee Insurance Policy

9. If you or your agent gave any false or misleading information when he applied for the *tenant reference* or for this insurance cover or,
10. Where the *tenant* received a *tenant reference* subject to a *guarantor* and the *guarantor* was not correctly assigned to the *tenancy agreement*.
11. For any claim, dispute or *proceedings* that is not directly related to the *tenancy agreement* between you and the *tenant*, for example: any Health & Safety matter or investigation undertaken by HMRC into your tax affairs.
12. Any *Claim* which is settled or discontinued without Qdos' written consent;
13. Any *Claim* where you have disregarded Qdos' advice to accept a *Part 36 Offer* to settle;
14. Any costs that you are ordered to pay by a court as a result of your unreasonable behaviour (as determined by the courts). Please refer to the General Conditions and Claims Conditions for details of what the *insurer* expects you and your *appointed representative* to do in the event of a *Claim*.
15. Any loss, liability, cost or expense, or any other amount incurred by or accruing to the insured, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with:
  - (a) irradiation or contamination by nuclear material; or
  - (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
  - (c) any device or weapon employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter;
16. Any *legal expenses* arising from any consequence, howsoever caused, including but not limited to *Computer Virus* in *Electronic Data* being lost, destroyed, distorted, altered or otherwise corrupted
17. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

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

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

## General conditions

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### 1. Cancellation

If you decide that for any reason, this Policy does not meet your insurance needs then please return it to Qdos Broker & Underwriting Services Limited within 14 days from the day of purchase or the day on which You receive Your policy documentation, whichever is the later. On the condition that no claims have been made or are pending, we will then refund your premium in full.

Thereafter you may cancel the insurance cover at any time by informing Qdos Broker & Underwriting Services Limited however no refund of premium will be payable.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 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) Where we reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) You have not taken reasonable care to provide complete and accurate answers to the questions we ask.

Where our investigations provide evidence of fraud or a serious non-disclosure, we may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when you provided us with incomplete or inaccurate information, which may result in your policy being cancelled from the date you originally took it out.

If we cancel the policy and/or any additional covers you will receive a refund of any premiums you have paid for the cancelled cover, less a proportionate deduction for the time we have provided cover, unless the reason for cancellation is fraud and/or we are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

### 2. Claims

- a) You must notify *claims* as soon as reasonably possible within 60 days of the *insured event* and complete a claim form. This must be returned promptly with all relevant information.
- b) If *rent* is overdue the *tenant* must be contacted within 7 days to establish the reason for the default. If the *rent* is not paid within a further seven days the *tenant* must be contacted again.

# Landlords' Rent Guarantee Insurance Policy

- c) If the *tenant* cannot be contacted, and it is lawful to do so, *you* or *your* agent must serve notice of a requirement to undertake an inspection in accordance with *your* obligations within the *tenancy agreement* and visit the *insured property*. *You* or *your* agent should seek legal advice if *you* are unsure that such an inspection is lawful.
- d) *You* and *your* agent must act promptly to gain vacant possession of the *insured property* and recover *rent* arrears.
- e) In the event of a *claim* *you* or *your* agent must prepare a detailed schedule of dilapidations as soon as reasonably possible after the *tenant* has vacated the *insured property*.
- f) *You* and/or *your* agent will attend any court hearing in relation to an *insured event* if requested to do so by *Qdos* or the *appointed representative*. Failure to attend will result in all cover under this Policy being withdrawn with immediate effect and no further *claim* payments being made.
- g) *Qdos* may investigate the *claim* and take over and conduct the *proceedings* in *your* name.
- h) Subject to *your* consent which shall not be withheld without good reason, *Qdos* may reach a settlement of the *proceedings*.
- i) *You* must supply at *your* own expense all of the information which *Qdos* reasonably requires to decide whether a *claim* may be accepted. If Court *proceedings* are required and *you* wish to nominate an alternative legal representative to act on *your* behalf *you* may do so.

The *appointed representative* must:-

- i) Confirm in writing that they will enable *you* to comply with his obligations under this insurance.
- ii) Agree with *Qdos* the rate at which his costs will be calculated. If no agreement is reached the Law Society will be asked to nominate an *appointed representative* and this nomination shall be binding.

The *appointed representative* will:-

- i) Provide a detailed view of the prospects of success of the legal proceedings including the prospects of enforcing any judgement obtained.
- ii) Keep *Qdos* fully advised of all developments and provide such information as *Qdos* may require.
- iii) Keep *Qdos* regularly advised of *legal expenses* incurred.
- iv) Advise *Qdos* of any offers to settle and payments in to court. If contrary to the advice of *Qdos* such offers or Payments are not accepted there shall be no further cover for *legal expenses* unless *Qdos* agrees in its absolute discretion to allow the case to proceed.
- v) Submit bills for assessment or certification by the appropriate body if requested by *Qdos*.
- vi) Attempt recovery of costs from third parties.

In the event of a dispute arising as to *legal expenses*, *Qdos* may require *you* to change *appointed representative*.

The *insurer* shall only be liable for costs for work expressly authorised by *Qdos* in writing and undertaken while there are reasonable prospects of success.

*You* must supply all information requested by the *appointed representative* and *Qdos*.

*You* are liable for any *legal expenses* if *you* withdraw from the *proceedings* without the prior consent of *Qdos*. Any costs already paid by *Qdos* will be reimbursed by *you*.

*Qdos*, on behalf of the *insurer* has the right under subrogation to pursue *proceedings* against the *tenant* to recover *legal expenses* and *rent*.

### 3. Disputes

Any dispute or difference of any kind between *you* and the *insurer* or *Qdos* will be referred to arbitration by a single arbitrator who will be either a barrister or solicitor. If the parties are unable to agree on the appointment of an arbitrator, all parties agree to accept an arbitrator nominated by the President of a relevant national Law Society. The arbitrator's decision will be final and binding on all parties and the unsuccessful party shall be responsible for any costs incurred by the successful party in the arbitration proceedings as well as their own costs.

### 4. Renewals

Neither *Qdos* nor the *insurer* is bound to give notice when this policy becomes due for renewal.

### 5. Reasonable Prospects

At any time *Qdos*, on behalf of the *insurer*, may form the view that *you* do not have a reasonable prospect of success in the action *you* are proposing to take or are taking. If so, *Qdos* may decline support or any further support. In forming this view *Qdos* may take into account:-

- a) The amount of money at stake.
- b) The fact that a person without the benefit of this insurance would not wish to pursue the matter.
- c) The prospects of being able to enforce a judgement.
- d) The fact that *your* interests could be better achieved in another way.
- e) The prospects of recovery.



# Landlords' Rent Guarantee Insurance Policy

## 6. 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.

## 7. Tenant Referencing

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*:

- a) For professional lets only:
  - 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.
- b) For professional, student and/or DSS lets
  - A full *tenant reference* from an approved referencing company.

## 8. Changes to your circumstances

*You* are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a) supply accurate and complete answers to all the questions we or the administrator may ask as part of your application for cover under the policy
- b) to make sure that all information supplied as part of your application for cover is true and correct
- c) tell *us* of any changes to the answers you have given as soon as possible.

*You* must take reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes to and renew your policy. If any information you provide is not complete and accurate, this may mean your policy is invalid and that it does not operate in the event of a claim or we may not pay any claim in full.

## 9. Fraudulent claims

*You* must not act in a fraudulent way. If you or anyone acting for you:

- fails to reveal or hides a fact likely to influence whether we accept your proposal, your renewal, or any adjustment to your policy;
- fails to reveal or hides a fact likely to influence the cover we provide;
- makes a statement to us or anyone acting on our behalf, knowing the statement to be false;
- sends us or anyone acting on our behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage you caused deliberately or with your knowledge.

If your claim is in any way dishonest or exaggerated, we will not pay any benefit under this policy or return any premium to you and we may cancel your policy immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against you and inform the appropriate authorities.

## Claims

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If *you* need to notify a potential claim, please contact our Claims Department by calling 01455 852100.

Any written correspondence in respect of a claim must be sent to:

Claims Department  
Qdos Broker & Underwriting Services Limited  
Windsor House  
Troon Way Business Centre  
Humberstone Lane  
Thurmaston  
Leicestershire  
LE4 9HA

Email: [qdosclaims@qdosunderwriting.com](mailto:qdosclaims@qdosunderwriting.com)

*You* should provide your Policy Number and a description of the *claim's* circumstances. A claim form will then be provided which *you* should complete and return without delay. Please note that in certain circumstances Qdos Broker & Underwriting Services Limited will choose suitable

# Landlords' Rent Guarantee Insurance Policy

legal representation to act upon *your* behalf.

*Claims* must be notified to Qdos' Claims Department within 60 days of the *insured event*. Failure to notify the *claim* within this time will invalidate the insurance cover.

If *rent* is overdue the *tenant* and any *guarantor* must be contacted within seven days to establish the reason for the arrears. If the *rent* is not paid within a further seven days the *tenant* and any *guarantor* must be contacted again. If the *tenant* cannot be contacted, and it is lawful to do so, the *insured* or his agent must serve notice of a requirement to undertake an inspection in accordance with the *insured's* obligations within the *tenancy agreement* and then visit the *insured property*. *You* or *your* agent should seek legal advice if *you* are unsure that such an inspection is lawful.

## Instruction and choice of appointed consultant and counsel

The *insurer* will choose an *appointed consultant* to act on *your* behalf in any claim.

Where recourse is necessary to a lawyer and proceedings are issued, *you* are free to choose an *appointed consultant* to act in *your* name and on *your* behalf in any legal proceedings to which the *insurer* has consented. The name and address of the *appointed consultant* *you* propose to instruct must be notified to the *insurer* in writing. The *insurer* will accept such nomination provided the *insurer* is satisfied the proposed *appointed consultant* will cooperate and enable *you* to comply with the terms and conditions of this policy and provided the proposed *appointed consultant's* charging rates are fair in regard to the particular legal proceedings.

Where *you* choose to appoint a non-panel *appointed consultant* the *legal expenses* payable under this Policy shall be restricted to those detailed in Qdos' standard terms of appointment for panel representatives and always subject to the *limit of indemnity*. A copy of the standard terms of appointment for panel representatives is available on request by contacting Qdos using the details shown in the section of this Policy titled 'Making a claim'.

A dispute arising from *your* choice may be referred to Arbitration in accordance with General Condition 1. *You* must not, without the written consent of the *insurer*, enter into any agreement with the *appointed consultant* as to the basis of calculation of *legal expenses*. The *insurer* may withdraw consent previously given at any time.

In selecting the *appointed consultant* *you* shall have regard to *your* duty to minimise the cost of any claim or legal proceedings.

In all other claims the *insurer* will choose the *appointed consultant*.

In all cases the *appointed consultant* shall be appointed in *your* name and on *your* behalf.

If in the course of any claim or legal proceedings the *appointed consultant* wishes to instruct Counsel or another expert, Counsel's or the expert's name and an explanation of the necessity for such instruction must be submitted to the *insurer* for consent to the proposed instruction which will not be unreasonably withheld.

## What happens next?

The *claim* will be assessed and if accepted and deemed appropriate, an Enquiry Agent will visit the *tenant* and any *guarantor*. If the Enquiry Agent is unable to reach an agreement with the *tenant* to remedy his failure to perform his obligations under the *tenancy agreement* Qdos will appoint the *appointed representative* to act for *you* in the *claim*.

Any *rent* arrears covered under the insurance will generally be paid within 21 days from the end of the month they became due. *You* or *your* agent will be required to complete a continuation claim form before each *rent claim* payment is made.

*You* or *your* agent must give all information requested by Qdos or the *appointed representative* within five days of receiving the request for that information.

*You* or *your* agent must attend any court hearing if requested by the *appointed representative*.

This claims procedure should be read in conjunction with the main terms and conditions of the Policy.

# Landlords' Rent Guarantee Insurance Policy

## Complaints

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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](mailto:feedback@qdosunderwriting.com)

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: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: <http://www.financial-ombudsman.org.uk/>

The above complaints procedure is in addition to Your statutory rights as a consumer. For further information about Your statutory rights contact Your local authority Trading Standards Service or Citizens Advice Bureau.

## Financial Services Compensation Scheme

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Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if Great Lakes Insurance SE cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS by visiting [www.fscs.org.uk](http://www.fscs.org.uk) or call Us on 0800 678 1100 or 020 7741 4100.

## Data Protection Act 1998

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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.