

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 policy document to ensure *You* fully understand the cover provided.

Insurer

This insurance policy has been arranged by Vantage Protect Ltd 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. Vantage Protect Ltd 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.

Type of insurance and cover provided

This legal expenses insurance product offers protection against legal expenses and rental arrears as listed below:

Policy Section	This Policy Will Cover	This Policy Will Not Cover
1. Legal Expenses	 Legal expenses incurred in disputes over: The physical possession of the property 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 Actual or alleged nuisance emanating from the residential property 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 The letting of property owned by you provided that the amount in dispute is more than £1,000 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 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 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. 	 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 The negotiation review or renewal of a tenancy agreement Any actual or alleged harassment of you or a tenant Disputes over subsidence or heave howsoever caused A contract dispute other than where the contract is a tenancy agreement Any planning application review or decision Legal expenses incurred without the prior written consent of the insurer An event or circumstance which occurred prior to or which existed at inception of cover Any claim in respect of Sections 1 and 3 where you have not obtained a positive personal reference in respect of the tenant Any claim in respect of Section 2 where the tenant has not passed a credit reference check undertaken by a licensed credit reference agency 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

2. Rent Guarantee

You are covered for rent arrears owed by the tenant under 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 Vantage Protect Ltd 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.

Limit 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.

Section 3. Attendance Expenses: £100 per person per day to a maximum of £1,000 any one claim

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:
 - o The tenancy agreement has been signed by all parties.
 - o A tenant reference has been obtained.
 - o 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:
 - o Keep full and up to date rental records.
 - o 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, this Policy does not meet Your insurance needs then please return it to Vantage Protect Ltd 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 Vantage Protect Ltd 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.

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.

Where *Our* investigations provide evidence of fraud or misrepresentation, *We* may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when *You* provided *Your* administrator / *Your* agent with incomplete or inaccurate information. This may result in *Your* policy being cancelled from the date *You* originally took it out and *We* will be entitled to keep the premium.

If Your policy is cancelled because of fraud or misrepresentation, this may affect Your eligibility for insurance with Us, as well as other insurers, in the future.

Making a claim

Claims should be notified to Vantage Protect on the telephone advice line or in writing to:

Claims Department
Vantage Protect Ltd
Windsor House
Troon Way Business Centre
Humberstone Lane
Thurmaston
Leicestershire
LE4 9HA

Telephone: 01455 852100

Email: claims@vantageprotect.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 Vantage Protect Ltd Windsor House Troon Way Business Centre Humberstone Lane Thurmaston Leicestershire LE4 9HA

Tel: 01455 852050

Email: feedback@vantageprotect.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 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.

If You have purchased the insurance policy online, You may also raise Your complaint via the EU Online Dispute Resolution Portal at http://ec.europa.eu/consumers/odr/. This will forward Your complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling Your complaint than if You contact the Financial Ombudsman Service directly.

Financial Services Compensation Scheme

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 or call *Us* on 0800 678 1100 or 020 7741 4100

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.

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to supply accurate and complete answers to all questions and to make sure that all information supplied to *Us* is true and correct. You must tell *Us* of any changes to the answers *You* have given as soon as possible. Failure to advise *Us* of any change to *Your* answers may mean that *Your* policy is invalid and that it does not operate in the event of a claim.