



# Hello

Please read this booklet carefully alongside your policy documents, to ensure that the cover provided meets your needs and expectations.

This *Policy Booklet* is also available in Braille and large print.



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This Rent Protection with Tenant Eviction Insurance policy is administered by Paymentsshield, arranged on your behalf by Motorplus Limited t/a Property Guard and is underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE.

Paymentsshield Limited (registered number 02728936) is a company registered in England and Wales at Paymentsshield House, Southport Business Park, Wight Moss Way, Southport, PR8 4HQ. Authorised and regulated by the Financial Conduct Authority under Registration No. 312708.

Property Guard is a trading name of Motorplus Limited (registered number 03092837) which is a company registered at Speed Medical House, Eaton Avenue, Buckshaw Village, Chorley, Lancashire, PR7 7NA. Authorised and regulated by the Financial Conduct Authority.

All of this information can be checked on the Financial Services Register by visiting [www.fca.org.uk/register](http://www.fca.org.uk/register) or by telephoning 0800 111 6768.

# POLICY WORDING

This policy wording is a contract between you and the **insurer**.

## IMPORTANT INFORMATION

This policy has been offered based on information provided by **you**. If any of this information is incorrect, or changes during the term of your policy, please let Paymentsshield know as soon as possible to ensure that **your** cover remains fully effective and in force.

**You** are required to take care to:

- supply accurate and complete answers to all the questions **we** or **your** agent may ask as part of **your** application for cover under the policy
- to make sure that all the information supplied as part of **your** application for cover is true and correct

**You** must take 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. If **you** have any queries about the information **you** need to disclose, please contact Paymentsshield.

This policy must be read together with **your** policy documents. This *Policy Booklet*, **your** *Statement of Fact* and *Policy Certificate* together form **your** contract of insurance.

This cover is provided to **you** in return for payment of the premium.

## LEGAL ADVICE HELPLINE

Available 24 hours a day throughout the year to provide **you** with confidential telephone advice about a legal problem arising from the letting of **your property** in the UK. A scheduled call back to **you** may be required during normal working hours subject to the complexity of the matter and/or the country in which **you** are resident.

To contact the helpline, phone: 0333 241 3383 quoting the reference 'Rent Protection'.

## HOW TO MAKE A CLAIM

In the event of an incident that may give rise to a **claim**, please contact **us** within 60 days from the **date of event**, giving **us** as much information as **you** can about what has happened to bring about the **claim**.



0333 043 1326



[cpclaims@propertyguard.co.uk](mailto:cpclaims@propertyguard.co.uk)



Property Guard Rent  
Protection Claims  
Norfolk Tower  
Floor 2  
48-52 Surrey Street  
Norwich  
NR1 3PA

**Our claims** line is open 24 hours a day, 365 days a year to assist **you**. In order for **us** to help **you** more efficiently, please quote 'Rent Protection' in all communications.

Please do not appoint **your** own representative before **we** have accepted **your claim**. If **you** do so, **we** will not be liable for any costs incurred before **we** have agreed to them, even if **we** subsequently accept **your claim**.

## HOW TO MAKE A COMPLAINT

We hope that **you** are completely happy with this policy and the service that **you** receive, however if **you** do have any reason **you** are not please contact **your** agent in the first instance if the complaint relates to the sale of this policy.

If the general administration of **your** policy has not met **your** expectations, **you** should contact the PaymentsShield customer services team at:



PaymentsShield Limited  
PO Box 229  
Southport  
PR9 9WU



0345 601 1050

If **your** complaint relates to a claim, please contact **us** at:



Quality Assurance Manager  
Property Guard  
Norfolk Tower  
Floor 2  
48-52 Surrey Street  
Norwich  
NR1 3PA



0333 241 9580

It will assist **us** in handling **your** complaint quickly if **you** have **your** claim reference available when **you** call **us**.

If for any reason it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This applies if **you** are an individual, or in a business capacity if **your** annual turnover is up to EUR 2,000,000 (or equivalent in sterling) and **you** have fewer than 10 members of staff.

**You** can contact the Financial Ombudsman Service at:



The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR



0800 0234567



complaint.info@  
financial-ombudsman.org.uk

www.financial-ombudsman.org.uk

## OUR REGULATOR AND INSURER

This insurance is arranged by Motorplus t/a Property Guard and underwritten by UK General Insurance Ltd 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.

Property Guard is a trading name of Motorplus Limited. Motorplus and UK General Insurance Ltd 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.

## DATA PROTECTION

Please make sure that **you** read and understand this Data Protection notice as it explains to **you** what **we** will do with the information that **you** give **us**. Any information that **you** provide to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998. If **you** apply for **our** products or services including **claims** handling it is highly likely that **we** will need both personal and sensitive data (both terms as defined in the Data Protection Act 1998) about **you** and anyone else who is covered by the application form in order to administer the policy and any **claim** which may arise. **You** should show this notice to any other person covered under **your** policy. If **your** application includes other individuals **we** will assume that they have given their consent to **you** for **you** to give their information to **us**.

## Protection of your personal data

The security of **your** personal information is very important to **us** and **we** are compliant with all current data protection legislation. All personal information that **you** supply to **us** either in respect of yourself or other individuals in connection with **our** products and/or services will be treated in confidence by **us** and will be held by **us** for the purpose of providing and administering **our** products and services including **claims** handling. This may involve the collection and processing of sensitive data and if **you** complete an application form for **our** products and/or services **you** will be giving **your** consent to such information being processed by **us** or **our** agents. **Your** personal and sensitive data may also be shared with the **insurer** of **our** insurance products, and this may mean that the **insurer** needs to provide information, in confidence, to companies acting on their instructions, including companies located outside the European Economic Area.

**You** can request a copy of certain personal records that **we** hold about **you** by writing to **us** at:

Quality Assurance Manager  
Property Guard  
Norfolk Tower  
Floor 2  
48-52 Surrey Street  
Norwich  
NR1 3PA

A charge of £10 will be made for supplying a copy of these records. This information will be supplied within 40 calendar days upon request.

## Inaccurate data

If **you** believe that **we** are holding inaccurate information about **you**, please contact PaymentsShield if it is to do with this policy.

If any information relating to **your claim** is incorrect, please contact **our Claims** Team by any method shown on page 5.

## Telephone calls

Please note that for **our** mutual protection telephone calls may be monitored and/or recorded.

## Fraud prevention, detection and claims history

In order to prevent and detect fraud **we** may at any time:

- share information about you with other organisations and public bodies including the police;
- check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this.

**We** and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
- check **your** identity to prevent money laundering, unless **you** provide **us** with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

**We** can supply on request further details of the databases **we** access or contribute to.

## CHOICE OF LAW AND JURISDICTION

Unless otherwise agreed in writing, the law of England will apply to the contract or if at the date of contract **you** are a resident of Scotland or Northern Ireland, in which case the law for that country will apply.

Unless otherwise agreed in writing, the courts of England and Wales, (or Scotland or Northern Ireland if **your** main residence is situated there) will have jurisdiction for hearing and determining any litigation arising out of or in connection with any dispute regarding the interpretation of this policy.

## CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The terms of this policy are only enforceable by **you**. A person who is not named under this policy has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party, which exists or is available apart from that Act.

### Your agreement with others

This contract of insurance is personal to **you** the policyholder, and the **insurer**.

The **insurer** will not be bound by any agreement between **you** and **your appointed representative**, or any other person or organisation.

**You** may not assign any of the rights under this policy without the **insurer's** express prior written consent.

## FINANCIAL SERVICES COMPENSATION SCHEME

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the event that Great Lakes Insurance SE cannot meet its obligations. This depends on the type of insurance and the circumstances of the **claim**. Most insurance contracts are covered for 90% of the **claim** with no upper limit. **You** can obtain further information about compensation scheme arrangements from the FSCS by visiting [www.fscs.org.uk](http://www.fscs.org.uk).

## USE OF LANGUAGE

Unless otherwise agreed, for the purposes of this insurance contract the language used will be English.

# GENERAL DEFINITIONS

The words and phrases listed below will have the same meanings wherever they appear in this policy. These words and phrases can be identified in bold throughout the policy.

<b>Any one claim</b>	All <b>claims</b> or legal proceedings consequent upon the same original cause, event or circumstance.
<b>Appointed representative</b>	A consultant, solicitor, barrister or other appropriately qualified person appointed to act for <b>you</b> in accordance with the terms of this policy.
<b>Claim(s)</b>	A <b>claim</b> under this policy following an insured event which occurs during the <b>period of insurance</b> and within the <b>territorial limits</b> .
<b>Civil proceedings</b>	Civil court, civil tribunal or civil arbitration proceedings, which are subject to the jurisdiction of the courts of the United Kingdom or Northern Ireland.
<b>Date of event</b>	The date of any event which may lead to a <b>claim</b> ; where this is more than one such event, the date of the first of these.
<b>Deposit</b>	The sum of money collected from the <b>tenant</b> and held by <b>you</b> or <b>your</b> agent in accordance with Section 213 of the Housing Act 2004 in respect of a <b>tenancy agreement</b> to which it applies to provide a indemnity for losses incurred by <b>you</b> arising from the <b>tenant</b> failing to perform their obligations set out in the <b>tenancy agreement</b> .
<b>Dilapidations</b>	Any repairs required or damage to the <b>property</b> , for which the <b>tenant</b> is liable in accordance with the <b>tenancy agreement</b> .
<b>Disbursements</b>	Any sum spent by an <b>appointed representative</b> on behalf of <b>you</b> in respect of services supplied by a third party which may include, for example, barristers' fees (provided that the barrister is not acting under a conditional fee agreement or equivalent arrangement) or expert report fees.
<b>Excess</b>	The amount specified in the <i>Policy Certificate</i> <b>you</b> must pay in respect of <b>any one claim</b> as shown in <b>your</b> <i>Policy Certificate</i> .
<b>Guarantor</b>	The individual or organisation shown in conjunction with the <b>tenancy agreement</b> that has received a satisfactory <b>tenant reference</b> and has provided a financial guarantee of the <b>tenant's</b> performance of their obligations under the <b>tenancy agreement</b> .
<b>Insurer</b>	UK General Insurance Limited, who is an insurers' agent and in the matters of a <b>claim</b> , act on behalf of Great Lakes Insurance SE.
<b>Legal expenses</b>	a. Any professional legal fees, and <b>disbursements</b> reasonably incurred by the <b>appointed representative</b> . <b>Disbursements</b> must be in respect of services provided by a third party received by <b>you</b> , distinct from the services supplied by the <b>appointed representative</b> . In all cases all professional fees, expenses and <b>disbursements</b> and any other costs may only be incurred with <b>our</b> prior consent and will not be paid on an interim basis throughout a <b>claim</b> ; and  b. Any costs incurred by other parties to the extent that <b>you</b> are held liable in court or tribunal proceedings to pay such costs or becomes liable to pay such costs under a settlement made with another party

with the consent of the **insurer** but excluding any costs which **you** may be ordered to pay by a court of criminal jurisdiction or in adjudication proceedings other than the cost of the adjudicator.

#### Part 36 Offer

Any offer made to settle a **claim**, where blame is accepted or not, made by either party throughout the **claim**.

To be accepted, the offer must:

- Be in writing;
- Call itself a **Part 36 Offer**;
- Be open for at least 21 days, when the offeror will pay the opponent's costs, if accepted;
- Specify covers the whole **claim**, part of it, or an issue that arises in it and, if so, which;
- Advise whether any counterclaim is factored in.

#### Period of insurance

The period for which this policy is in force as shown in **your Policy Certificate**.

#### Property

Building(s) and land immediately surrounding them which are used solely for domestic residential purposes, and which are declared on the *Policy Certificate*.

#### Reasonable Prospects

A 51% or greater chance that **you** will recover losses or damages (or obtain any other legal remedy that **we** have agreed to, including an enforcement of judgement), make successful defence or make a successful appeal or defence of any appeal in **your** pursuit of **civil proceedings**.

#### Rent

The amount payable by the **tenant** as set out in the **tenancy agreement**.

#### Tenancy agreement:

An agreement to use the **property** which amounts to a **property** right between **you** and the **tenant** in relation to the **property** which is:

- a) An Assured Shorthold **tenancy agreement** as defined within the Housing Act 1998 (as amended); or
- b) A Company Residential tenancy (company let) created after 28th February 1997 where the **tenant** is a Private Limited Company (Ltd) or Public Limited Company (Plc) and the **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.

Please see General Condition 1 on page 14 of this policy for conditions applying to **tenancy agreements**.

#### Tenant

The individual or individuals who has entered into a tenancy agreement with **you**, who are subject of the **tenant reference** and who occupies the **property**.

#### Tenant reference

Checks carried out before the commencement of the **tenancy agreement** including:

- a) A satisfactory credit check obtained from a licensed credit referencing company on the **tenant** or **guarantor** showing no County Court Judgements in the immediate preceding three years, including no outstanding County Court Judgements and that neither are undischarged bankrupts.
- b) Copies of two forms of identification, one of which must be photographic.
- c) When the **tenant** is a student or DSS **tenant** a credit reference provided by a **tenant reference** company shows a pass rating for the **tenant**.

#### Territorial limits

The United Kingdom

#### Terrorism

Any direct or indirect consequence of **terrorism** as defined by the Terrorism Act 2000 and any amending or substituting legislation.

#### Us/We/Our

Motorplus t/a Property Guard

#### You/Your

The company, management agent, firm, partnership, association, individual or any other entity that has paid the appropriate premium, which owns or is responsible for the **property** declared on the *Policy Certificate*, which may include at **your** request, any of **your** employees including a director or partner.

# COVER

## SECTION 1 - RENT PROTECTION

The **insurer** will cover **rent** arrears due from the **tenant** under the **tenancy agreement** which **you** have notified to **us** and where **you** are pursuing a **claim** under Section 2 of this policy.

Once vacant possession has been obtained following a **tenant** eviction due to the nonpayment of **rent**, **rent** will be payable by the **insurer** until the **property** has been re-let. This will be payable for up to a maximum of two calendar months from when vacant possession has been gained. The maximum amount payable is 75% of the monthly **rent**.

### Conditions applying to section 1

- a. A full month's **rent** must be in arrears after deduction of any **excess** applying;
- b. The **insurer** will deduct any **deposit** paid once vacant possession of the **property** has been obtained, however, if the **deposit** is subsequently required to meet the cost of **dilapidations**, this will be returned to **you**;
- c. **Rent** protection cover will only be payable during the **period of insurance** or until vacant possession has been gained;
- d. **You** must take all reasonable measures to minimise the amount of time between obtaining vacant possession and re-letting the **property**. For example:
  - **You** must arrange for any necessary refurbishment work or cleaning to be undertaken as soon as possible after vacant possession has been obtained; and,
  - **You** must not unduly delay the re-letting of the **property**.
- e. If the **tenant** opts to **claim** housing benefit after a **claim** is initiated, **rent** arrears 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 a payment was first due under the policy.

### Exclusions applicable to section 1

- a. The **insurer** will not be liable to pay for any shortfall between the amount paid to the **tenant** as housing benefit and the **rent**;
- b. The **insurer** will not pay **claims** under this section until the **rent** has been in arrears for a full month;
- c. The **insurer** will not pay agents' fees, general cleaning of the **property** or re-letting fees.

## SECTION 2 - TENANT EVICTION

The **insurer** will provide cover up to £100,000 per **claim** in respect of **legal expenses** incurred in evicting the **tenant** from the **property** subject to the Conditions shown below.

Please contact the Legal Advice Helpline on 0333 241 3383 for advice before taking any action to evict a **tenant**.

### Conditions applying to section 2

- a. **You** must correctly issue and serve the appropriate statutory and contractual notices on the **tenant** that may apply in the country that the **property** is located in.

In England and Wales the following notices may be applicable:

- Section 8 Housing Act 1988- Possession Notice
- Section 21 Housing Act 1988 - Notice to Quit

If **you** need assistance with this process please call the Legal Advice Helpline on 0333 241 3383.

- b. Contact must be made with the **tenant** and any **guarantor** within seven days if any **rent** is overdue to establish the reason for the arrears;
- c. If the **tenant** or **guarantor** cannot be contacted, and it is lawful to do so, **you** or **your** agent must then serve notice of a requirement to undertake an inspection in accordance with **your** obligations within the **tenancy agreement** and visit the **property**. If **you** or **your** agent are unsure

that such an inspection is lawful, **you** should seek legal advice.

### Exclusions to section 2

The **insurer** will not pay any **claim** arising from or associated with:

- a. The pursuit of the **tenant** or **guarantor** for **rent** arrears and/or mesne profits once vacant possession of the **property** has been achieved;
- b. The performance of **your** obligations under the **tenancy agreement**;
- c. The payment or non-payment of service charges as defined within the Landlord and Tenant Act 1985.



# GENERAL CONDITIONS

The following conditions apply to all sections of this policy. **You** must comply with them where applicable in order for **your** insurance to remain in full force and effect.

## 1. TENANCY AGREEMENT

- a. The initial **tenancy agreement** must be for a fixed period of no more than 12 months;
- b. The **property** must be entirely residential and remain solely for residential use;
- c. The **tenant** must be aged 18 years or over;
- d. **You** or **your** agent must not allow the **tenant** into possession of the **property** until:
  - i. The **tenancy agreement** has been signed by all parties; and
  - ii. A satisfactory **tenant reference** has been obtained before the start of the **tenancy agreement**; and
  - iii. All necessary statutory pre-grant notices to the **tenant** have been issued; and
  - iv. The first month's **rent** has been received in cash or cleared funds; and
- e. During the **tenancy agreement you** or **your** agent must:
  - i. Keep full and up to date rental records; and
  - ii. Not allow the **tenancy agreement** to be transferred to any other individual or organisation.

## 2. CLAIMS

- a. The **claim** or legal proceedings must:
  - i. be able to be dealt with by a court of competent jurisdiction within the **territorial limits**; and
  - ii. in order for **your claim** to be accepted, the **insurer** must deem that there are **reasonable prospects** of success
- b. **You** must give notice to **us** within 60 days of the **date of event**;

- c. in the event of malicious damage, **you** must give notice to the police as soon as possible after **you** have become aware of it and obtain a valid crime reference;
- d. **You** will take all necessary precautions to reduce the risk of a **claim** and to prevent or minimise legal costs wherever possible. **Your** duty to take precautions includes (but is not limited to) ensuring that no action that could bring about a dispute is taken by **you** or any other person associated with **you**;
- e. Authorisation will need to be requested in writing in respect of all **disbursements** before they are incurred;
- f. All legal costs are subject to an independent assessment to ensure that they have been incurred reasonably;
- g. **You** must take all steps necessary to assist in the recovery of legal costs from a third party where appropriate and where **you** are able to do so;
- h. **You** will not enter or offer to enter into any negotiation to settle the **claim** without **our** prior written approval to do so;
- i. **You** will not unreasonably withhold consent for **your appointed representative** to make an offer to settle the legal action;
- j. If an offer of settlement (which may include a **Part 36 Offer**) is made that the **insurer** or the **appointed representative** would deem fair and **you** do not accept it, the **insurer** will not be liable for any further costs incurred;
- k. **You** will not withdraw from any legal action without **our** permission to do so;
- l. In some circumstances, where the **insurer** decides it is appropriate, the **insurer** may elect to pay **you** the sum of damages that **you** are seeking and then end or not begin **civil proceedings**, and the **insurer** will not be liable for any further costs incurred;

- m. The **insurer** reserves the right to:
  - i. Take over any **claim** or **civil proceedings** at any time and conduct them in **your** name;
  - ii. Negotiate or settle any **claim** or **civil proceedings** on **your** behalf;
  - iii. Contact **you** directly at any point concerning **your claim**;
- n. The **insurer** will only pay **claims** where **you** will suffer financial loss if **you** fail to pursue or defend the **claim** or legal proceedings.

## 3. PROPERTY INSURANCE

**Your property** must be insured under a Landlords buildings insurance policy throughout the period of insurance.

## 4. APPOINTED REPRESENTATIVE

- a. When **you** advise **us** of a **claim**, **we** will recommend an **appointed representative** from **our** panel of representatives to assist **you** and act on **your** behalf. If for any reason **you** are unhappy with **our** choice of representative, **we** will recommend another. **You** may appoint **your** own choice of representative, however, legal costs will only be covered when it becomes necessary to issue legal proceedings;
- b. If **you** do choose to appoint **your** own choice of representative, this insurance will not cover expenses over and above the costs that **our** panel would charge **us** in equivalent circumstances. For **your** information, this means that **we** would take into account the seriousness of the **claim** and the location and class of representative that **you** choose. The hourly rate is currently set at £125 + VAT. **We** reserve the right to assess each case on its merits, and may agree to pay additional fees if **we** feel the situation warrants it. This will remain entirely at **our** discretion;
- c. The **appointed representative** will have direct contact with **us** and must cooperate fully with **us** at all times. **You** must cooperate with **your** representative,

providing all necessary information and assistance to them as required;

- d. If for any reason **we** feel that **your** own choice of representative lacks the skills to act adequately on **your** behalf, **we** reserve the right to decline to fund **legal expenses** on that basis. **We** will give **you** notice of this in writing and the opportunity to appoint an alternative representative;
- e. Any non-panel solicitor that **you** appoint must sign **our** standard terms of appointment and adhere to all of its terms. **You** agree to **us** having access to **your appointed representative's** file relating to **your claim**. **You** will be considered to have provided express consent to **us** or **our** appointed agent to access the file for auditing, quality and cost control purposes.

## 5. CANCELLATION

If **you** decide that for any reason this policy does not meet **your** insurance needs then please advise PaymentsShield within 14 days 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 refund **your** premium in full.

If **you** wish to cancel the policy after the first 14 days **you** will be entitled to a refund of the premium paid subject to a deduction for the time for which **you** have been covered. This will be calculated on a pro-rata basis for the period for which **you** have received cover. If **you** have made a claim **you** will not be entitled to a refund of premium. If **you** pay by direct debit and want to cancel **your** policy after making a claim then **you** will need to pay any outstanding premium.

The **insurer** will not be bound to accept renewal of any insurance and may at any time cancel any insurance policy 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 for the **insurer** to cancel this insurance policy include but are not limited to:



- a. Where the **insurer** reasonably suspects fraud
- b. Non-payment of the premium
- c. Threatening or 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 the cancellation is fraud and/or **we** are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

## 6. COUNSEL'S OPINION

Where reasonable and necessary, the **insurer** may obtain at **our** own cost, advice on prospects for **your claim** from an independent barrister. This will be in the event that there is a dispute on the prospects of success for **your claim**, between **your** choice of **appointed representative** and **our** panel solicitors.

## 7. ARBITRATION CLAUSE

If there is a dispute between **you** and **us**, or **you** and the **insurer**, which arises from this insurance, **you** can make a complaint to **us** in accordance with the complaints process which can be found on page 6. If **we**, or the **insurer**, are not able to resolve the matter satisfactorily and the matter can be dealt with by the Financial Ombudsman Service, **you** can ask them to arbitrate in the matter.

If the matter cannot be dealt with by the Financial Ombudsman Service, it can be referred to arbitration by a single arbitrator who will be agreed by both **you** and **us**.

The arbitration shall be in accordance with the Arbitration Act 1996 and will be binding on both parties. The costs of the arbitration shall be at the discretion of the arbitrator.

If **we** are not able to agree on the appointment of an arbitrator, **we** shall ask the President of the Chartered Institute of Arbitrators to decide. Their decision will be final and binding on both parties.

## 8. 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.

## 9. STATUTORY REGULATIONS

In all matters relating to the performance of this insurance contract, it is the responsibility of both **you** and **us** that **we** both respectively comply with all Acts of Parliament and with all orders, regulations and bylaws made with statutory authority by Government Departments or by local or other authorities. The cost of meeting the requirements of this clause will be payable by **you** and **us** in **our** own rights respectively.

## 10. SEVERABILITY CLAUSE

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability, all other terms will remain in full force and effect.

## 11. PROPORTIONALITY

Where an award of damages is the only legal remedy to a dispute and the cost of pursuing **civil proceedings** is likely to exceed the value of any such award of damages, the most **we** will pay in respect of legal costs is the value of the likely award of damages.

## 12. ACTS OF PARLIAMENT

All references to Acts of Parliament in this policy shall include the equivalent laws in Scotland and Northern Ireland and shall include any subsequent amendments, reenactments or regulations.

# GENERAL EXCLUSIONS

The **insurer** will not pay **claims** arising out of or in connection with:

1. Any dispute arising within the first 60 days of the **period of insurance** if the **tenancy agreement** commenced before the inception date of this policy;
2. Any **claim** made or brought outside the **territorial limits**;
3. Any **claim** which was not notified to **us** within 60 days of the **date of event**;
4. Any **claim** where **you** have not obtained a satisfactory personal reference in respect of each **tenant**;
5. Legal costs incurred whilst **you** are bankrupt, in administration or in receivership, or if **you** have entered into a voluntary agreement with creditors;
6. A dispute relating to the amount of **rent** payable, 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;
7. Any dispute arising from the negotiation, review or renewal of a **tenancy agreement** or the subsequent purchase of the **property** whether or not such purchase is completed;
8. Any actual or alleged harassment of a **tenant** or **you**;
9. Any dispute where **you** have failed to maintain in full force and effect during the **tenancy agreement** buildings and/or contents risks under a policy covering let properties;
10. **Legal expenses** incurred without **our** prior written consent;
11. Fines or other penalties imposed by a court or tribunal;
12. If at the time any **claims** are made by **you** under this policy there is any other insurance covering the same liability, the **insurer** will not be liable to pay or contribute more than their proportion of the **claim**;
13. Any **claim** arising out of the deliberate, conscious, intentional or negligent disregard by **you** of the need to take all reasonable steps to avoid and prevent **claims**, legal proceedings or disputes;
14. Any dispute with Government or Local Authority departments concerning the imposition of statutory charges;
15. Any **claim** arising out of breach or alleged breach of confidentiality or passing off whether related to intellectual property or not or the use or alleged use of any intellectual property;
16. Any **claim** relating to violence or dishonesty on **your** part;
17. Any legal costs incurred in any appeal proceedings, unless the **insurer** agreed to cover the original **claim**, the **insurer** deem that the matter has **reasonable prospects** and the **insurer** is notified of the decision to appeal at least 7 days before the deadline to appeal;
18. Judicial review;
19. Any costs, legal liability or any loss or damage to **property** directly or indirectly caused by or contributed to by seepage, pollution or contamination of any kind;
20. Any **legal expenses** which **you** should or would have had to incur irrespective of any dispute;
21. Loss or damage caused by war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, **terrorism**, rebellion, revolution, military force or coup, or confiscation, nationalisation, requisition, destruction of or damage to **property** by or under the order of any government, local or public authority;
22. Any direct or indirect consequence of:
  - Irradiation, or contamination by nuclear material; or
  - The radioactive, toxic, explosive or other

hazardous or contaminating properties of any radioactive matter; or

- Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
23. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form useable 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.

For the purposes of this policy, Computer Virus shall mean 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.

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