



LANDLORDS LEGAL EXPENSES & RENT GUARANTEE SUMMARY OF COVER

Significant Features and Benefits

Policy Section 1 - Legal Expenses

A) Legal costs - Up to £25,000 of Advisers' Costs per Claim, to pursue Civil legal cases for damages or injunctions against a Tenant or their Guarantor where the Tenant fails to perform his obligations set out in the Tenancy Agreement relating to the rightful occupation of the Insured Property.

B) Legal Helpline - 24 hour telephone advisory service on any legal problem of concern to you in connection with your UK Let Property. This service is limited to legal advice provided over the telephone (*unless the problem is covered under section A above*). The advice may however be confirmed in writing upon request.

Policy Section 2 - Rent Guarantee

Monthly Rent arrears owed by the Tenant under the Tenancy Agreement. Monthly Rent as shown in the Schedule of Insurance (up to a maximum £2,500 per month) and where appropriate, You are pursuing Proceedings under Section 1 of this Policy to evict the Tenant. The maximum Rent payable per Claim is £10,000 or the equivalent of twelve months Rent, whichever is the lesser amount.

Significant or Unusual Exclusions or Limitations

Policy Section 1

The amount in dispute must be at least £250 inc. VAT.

The Tenant must have passed a credit check showing no outstanding County Court Judgements obtained from a licensed credit referencing company, together with copies of 2 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 full credit reference.

You must have entered into an Assured Shorthold Tenancy or Company Let with the Tenant.

There is no cover for disputes with any persons other than the Tenant(s) or Guarantor named in the Tenancy Agreement & Schedule of Insurance (*except for Policy Section 1B*)

There is no cover for claims: -
which are not reported via our claimsline within 45 days of the Tenant defaulting on the terms of the Tenancy Agreement.

which occur within the first 90 days of the Period of Insurance where the Tenancy Agreement commenced before the Tenant Reference unless the insured had continuous Legal Expenses & Rent Guarantee Insurance with another insurer in respect of the same Tenancy Agreement and the same Tenant and there had been no claims reported under that insurance.

where the Tenancy Agreement commences more than 31 days after the Tenant Reference.

arising from or connected to the Insured's performance of his obligations under the Tenancy Agreement.

arising from dilapidation's unless the missing or damaged items were contained within a Dilapidation's Inventory.

falling within the jurisdiction of the Rent Assessment Committee, the Lands Tribunal or the Leasehold Valuation Tribunal.

relating to the payment or non payment of service charges as defined within the Landlord and Tenant Act 1985 (as amended)

where there are insufficient prospects of success in the Proceedings due to the terms of the Tenancy Agreement being unenforceable.

if all necessary statutory pre-grant notices to the Tenant were not issued or the first months Rent and the Deposit have not been received in cash or cleared funds prior to the Tenant entering the Property.

arising from a dispute between You and Your agent or mortgage lender.

Policy Section 2

There is no cover if any of the significant exclusions or limitations listed under Policy Section 1 apply.

The first full months Rent is not covered under the insurance. This is the Excess.

The Rent Arrears must occur during the Period of Insurance and Rent is only payable during the period of the Tenancy Agreement or until vacant possession has been gained, whichever happens sooner.

A full month's Rent must be in arrears after deduction of the Excess. The Claim must be made during the Period of Insurance.

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.

If the Tenant is claiming Housing Benefit, Rent will not be paid until the outcome of the Housing Benefit claim is known.

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 dilapidation's, the balance of the deposit will then be paid.

All Policy Sections

This insurance covers the legal costs incurred by Shoosmiths Solicitors or their agents appointed by Arc to act for the Insured. The Insured is not covered for any other legal representatives costs unless court proceedings are started or a conflict of interest arises.

The complete list of exclusions & conditions are available in the Policy under General Conditions and General Exclusions

Cancellation Rights (cooling off period)

If this policy does not meet your needs, you have, by law, 14 days from receipt of your policy documentation to cancel this policy. Subject to your insurance advisor receiving your written advice of this and no claims being made on the policy, they will issue a full return of premium, the policy will be regarded as not having been taken up by you and will be cancelled from inception

To Make a Claim

All Claims should be reported via the following Claims Line
Telephone Number: **0870 3501737**

Claims must be notified to the Claims Line within 45 days of the Tenant first defaulting on the Terms of the Tenancy Agreement. Failure to notify the claim within this time will invalidate the insurance cover.

Our claims service is provided by Arc Legal Assistance who shall appoint Shoosmiths Solicitors and their appointed agents. More details of these companies can be found in the Policy.

Complaints

We aim to provide you with a high level of customer service at all times, but if you are unhappy with any of the services provided in relation to this policy you may contact our Compliance Officer by the following methods:

Write to: JBI International Insurance Brokers Ltd
Hercules House, Calleva Park
Aldermaston, Reading
Berkshire. RG7 8AR

Telephone: 0118 981 0222

Email: Landlordcare@jbi-ins.co.uk

If we cannot settle your complaint to your satisfaction, you may be entitled to refer it to the Financial Ombudsman Service (FOS). Further details of the FOS and our full complaints procedure can be found in the Policy Wording.

The existence of these procedures does not affect your right to take legal proceedings

Compensation

JBI International Insurance Brokers Ltd, Arc Legal Assistance and Inter Partner Assistance are covered by the Financial Services Compensation Scheme (FSCS). The FSCS is a safety net for customers of financial services firms should the firm not be able to meet its obligations. Further information about compensation scheme arrangements can be found in the Policy or is available at <http://www.fscs.org.uk>

The information given in this Policy Summary is only a summary of the cover provided. for full conditions, please see the Policy.

This policy has been arranged by JBI International Insurance Brokers Ltd and is underwritten by Inter Partner Assistance S.A., The Quadrangle, 106-118 Station Road Redhill, Surrey RH1 1PR.

Inter Partner Assistance S.A. are a member of The AXA Global Group.

This contract is valid for one year and is renewable. You are advised to review your cover periodically and, if appropriate, to update your Rent Guarantee Sum Insured in line with any increase to your monthly rental income to ensure it remains adequate.