

LET ALLIANCE

RENT GUARANTEE

Delivering Intelligent
referencing and insurance
solutions for financial intermediaries

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Let Alliance Registered Number 7338620. Registered Office: Let Alliance Ltd, Dodleston House, Bell Meadow Business Park, Park Lane, Pulford, Chester, CH4 9EP Let Alliance Ltd is an appointed representative of Advent Solutions Management Ltd who are authorised and regulated by the Financial Conduct Authority, Firm Reference No. 308751

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This policy wording along with **Your** policy **Schedule, Reference** and any applicable endorsements forms the basis of this contract. Please read these documents carefully to ensure the information is correct.

Your Rent Guarantee policy is arranged and administered by Let Alliance on behalf of the underwriter, DAS Legal Expenses Insurance Company Limited.

HOW WE CAN HELP

To make a claim under **Your** policy, please phone **Us** on 0344 893 9010 or email **Us** on newclaims@letalliance.co.uk. Please contact **Us** within 31 days of the event. **We** will ask **You** about **Your** legal dispute and if necessary call **You** back at an agreed time to give **You** legal advice. If **Your** dispute needs to be dealt with as a claim under this policy, **We** will give **You** a claim reference number. At this point **We** will not be able to tell **You** whether **You** are covered but **We** will pass the information **You** have given **Us** to **Our** claims-handling teams and explain what to do next.

If a Repossession and or Rent Guarantee claim is accepted **We** will require the following information in support of **Your** claim:

- i. A copy of the **Tenancy Agreement**;
- ii. A copy of the **Guarantor** agreement if applicable;
- iii. A copy of the **References** for the **Tenant(s)** and **Guarantors**;
- iv. An up to date rent **Schedule**;
- v. Copies of any notices issued and correspondence exchanged;
- vi. Confirmation that any **Deposit** taken has been properly protected in accordance with legislation.
- vii. A copy of the inventory of contents and conditions of the property.

WHEN WE CANNOT HELP

Please do not ask for help from a lawyer, accountant or anyone else before **We** have agreed. If **You** do, **We** will not pay the costs involved even if **We** accept the claim.

IF THINGS GO WRONG

We will always try to give **You** a quality service. If **You** think **We** have let **You** down, please write to **Our** Head of Underwriting at **Our** Head Office address shown below.

Or **You** can phone **us** on 0344 893 9010 or email **Us** at feedback@letalliance.co.uk

Details of **Our** internal complaint-handling procedures are available on request.

Our Head and Registered Office is:

Let Alliance Ltd.
1st Floor Dodleston House,
Bell Meadow Business Park,
Park Lane, Pulford,
Chester,
CH4 9EP

If **You** are still not satisfied, **You** can contact the Insurance Division of the Financial Ombudsman Service at:

Exchange Tower, London E14 9SR

You can also contact them on 0800 0234567 or 0300 1239123.

Website: www.financial-ombudsman.org.uk

(Using this service does not affect **Your** right to take legal action.)

This Rent Guarantee insurance is arranged by Let Alliance Limited with DAS Legal Expenses Insurance Company Limited.

Let Alliance Limited is an appointed representative of Advent Solutions Management Limited. Advent Solutions Management Limited is authorised and regulated by the Financial Conduct Authority (FRN No. 308751).

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

DAS's Head and Registered Office is:

DAS Legal Expenses Insurance Company Limited,
DAS House, Quay Side, Temple Back, Bristol BS1 6NH.
Registered in England and Wales, number 103274.
Website: www.das.co.uk

THE MEANING OF WORDS IN THIS POLICY

Agent

Company who acts as the Managing Agent for the **Landlord** in respect of the **Property**

Appointed Lawyer

The lawyer, or other suitably qualified person, who **We** appoint to act for **You** in accordance with the terms of this section of the **Policy**

DAS

DAS Legal Expenses Insurance Company Limited.

Deposit

A sum of money which is held in a Tenancy **Deposit** Scheme as security against the **Tenant(s)** not fulfilling their obligations as set out in the **Tenancy Agreement**. The **Deposit** must not be less than one month's rent.

Guarantor

Any person(s) providing a financial guarantee for rent. **Guarantors** must be referenced and have signed a **Guarantors** covenant.

Landlord

The person(s) or company defined as such on the **Tenancy Agreement** and who is legally entitled to seek repossession of the **Property** in their own name.

Legal Costs

All reasonable and necessary costs charged by the **Appointed Lawyer** in accordance with **Our** standard terms of appointment.

Opponents Costs

The costs incurred by opponents in civil cases if **You** have pay them, or pay them with **Our** agreement.

Period of insurance

The period for which **DAS** have agreed to cover **You** as shown in the policy schedule.

Property

The residential premises stated in the **Schedule** and specified as the rental address in the **Tenancy Agreement**.

Reference

A satisfactory **Reference** conducted by **Us** for a prospective **Tenant(s)** and/or **Guarantor** provided in writing, or an alternative **Reference** including written **References** from a

previous managing **Agent** or **Landlord**; an employer (or any other financial source); and a credit-history check (including the Enforcement of Judgments Office, County Court Judgments and bankruptcy) as approved by **Us**.

Rent arrears

Unpaid rent that is owed to **You** or the **Landlord** under a **Tenancy Agreement** and for which the **Tenant** has been referenced for. **Rent Arrears** due under this policy are payable 30 days in arrears.

Schedule

The document which provides specific details of the insurance cover in force.

Tenancy agreement

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

- (i)
 - an assured shorthold tenancy;
 - a short assured tenancy; or
 - an assured tenancy.

These are all defined by the Housing Act 1988 or the relevant corresponding legislation in Scotland or Northern Ireland.

- (ii) A Company Residential Tenancy (Company Let) created after the 28th February 1997 where a residential **Property** is let to a Public Limited Company (plc), a Limited Company (Ltd), a registered charity or a partnership purely for the residential purposes of the **Tenant's** employees and their family.
- (iii) Any other **Tenancy Agreement** which is in writing, properly executed and contains an enforceable forfeiture clause.

Tenant

The occupiers of the **Property** who are named on the **Tenancy Agreement** and who received a **Reference** prior to occupation.

Territorial limit

The United Kingdom of Great Britain and Northern Ireland.

We, us, our

Let Alliance Limited.

You, your

The person, business, **Agent** or **Property** owner who has taken out this policy.

COVER

DAS agree to provide the insurance in this policy, as long as:

- (a) the premium has been paid; and
- (b) the date of occurrence of the claim is during the **Period of Insurance**; and
- (c) any legal proceedings will be dealt with by a court, or other body which **We** agree to, in the **Territorial Limit**; and
- (d) for civil claims, it is always more likely than not that **you** will recover damages (or obtain any other legal remedy which **We** have agreed to).
- (e) the policy inception commences at the start of the **Tenancy Agreement** and that this is not more than 60 days after the date of issue on the policy **Schedule** unless otherwise agreed in writing by Let Alliance.

WHAT DAS WILL PAY

For a claim under this policy **DAS** will pay **Your**

- **rent arrears**, payable by **us** 30 days in arrears as shown under What is Covered 2. Rent Guarantee section of this policy.
- **Legal Costs**
- **Opponents Costs**

Provided that:

- (a) You have obtained a satisfactory **Reference** for each **Tenant** and each **Guarantor** from a licensed referencing service before the tenancy started and that all the terms and conditions of the **Reference** have been complied with; and
- (b) A detailed inventory of the contents and condition of the **property** is in place; and
- (c) You have kept clear and up to date rental records; and
- (d) The **Tenant(s)** is 18 years of age or more; and
- (e) There is an appropriate and correctly executed **Tenancy Agreement** in place that has been signed by all parties; and
- (f) One month's rent and a **Deposit** of at least one month's rent has been collected prior to the occupation of the **Property** by the **Tenant(s)**; and
- (g) The **Property** has been let in accordance to the Housing Acts; and
- (h) In the event that new **References** have been carried out and a new **Tenancy Agreement** has been established the start date of the **Tenancy Agreement** is not more than 60 days after the date of issue as stated on the policy **Schedule**. In the event that a **Tenancy Agreement** has already been commenced, the agent must be able to provide evidence of satisfactory **references** and evidence that rent has been paid without dispute (i) All necessary pre-grant notices are served in the correct form on the **Tenant(s)** prior to the tenancy commencement.

The most **DAS** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £50,000 including up to £2,500 per month under the insured incidents 2. Rent Guarantee Section of this policy.

WHAT IS COVERED

1. REPOSSESSION

Legal Costs for the following:

(a) **England, Wales and Scotland**

Your legal rights in trying to gain possession of the **Property** that **You** have let under the **Tenancy Agreement**;

(b) **Northern Ireland**

Your legal rights in trying to get possession of the **Property** that **You** have let to which The Private Tenancies Order 2006 applies.

Conditions

- (i) For both (a) and (b) **You** must give the **Tenant** the correct notices telling him or her that **You** want possession of the **Property**.
- (ii) All posted pre-agent notices and pre-proceeding notices must be sent by recorded-delivery post.

2. RENT GUARANTEE

Provided that **We** have accepted **Your** claim under 1. Repossession:

DAS will pay **Your Rent Arrears** while the **Tenant(s)** or ex-**Tenant(s)** still occupies the **Property**.

Conditions:

Upon gaining vacant possession of the **Property**, any outstanding **Rent Arrears** will be paid after the deduction of the balance of the **Deposit**. If the **Deposit** is subsequently required to meet the cost of dilapidations, this will be returned to **You**. The cost of **Agent** fees, general cleaning or re-letting fees must not be deducted from the **Deposit**. **We** will consider any allocation of the **Deposit** in accordance with the rules of an authorised Tenancy **Deposit** Protection Scheme.

WHAT YOU ARE NOT COVERED FOR

- 1 Any claim reported to **Us** more than 31 days after the date **You** should have known about the claim.
- 2 Any claim known to **You** or the **Landlord** as likely to occur prior to the inception of cover.

- 3 Any claim arising as a result of **You** not fulfilling **Your** obligations as specified in the **Tenancy Agreement**.
- 4 Any claim where **You** or the **Landlord** have failed to adhere to the terms and conditions as stipulated on the **Reference** and / or the terms of cover as specified in the policy.
- 5 Any **Legal Costs**, that are incurred before **We** agree to pay them.
- 6 **Rent Arrears** after vacant possession has been obtained.
- 7 Any claim amount under £250.
- 8 Any interest payable by the **Tenant(s)** for late payment of rent.
- 9 Any **Rent Arrears** where **You** or the **Landlord** act without **Our** consent or against **Our** advice.
- 10 Any claim where **You** or the **Landlord** are in breach of any rules or requirements relating to the **Deposit**.
- 11 Any dispute between the **Agent** and the **Landlord**
- 12 A claim which is fraudulent, exaggerated or dishonest or where an allegation of dishonesty or violent behaviour has been made against **You** or the **Landlord**.
- 13 Any claim relating to registering rents, reviewing rents, rent control, buying the freehold of the **Property** or any matter that relates to rent tribunals, rates tribunals, land tribunals, rent assessment committees and rent officers.
- 14 Any claim relating to someone legally taking the **Property** , whether **You** are offered money or not, or restrictions or controls placed on **Property** by any government or public or local authority.
- 15 Any claim relating to subsidence, mining or quarrying.
- 16 Judicial Review.
- 17 Fines, penalties, compensation or damages which **You** are ordered to pay by a court or other authority.
- 18 Any claim caused by, contributed to by or arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;

- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
- war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
- pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

19 A dispute with **Us** or **DAS** not otherwise dealt with under Condition 11.

20 Any legal action **You** take that **We** or the **Appointed Lawyer** have not agreed to, or where **You** do anything that hinders **Us** or the **Appointed Lawyer**.

21 Apart from **Us** or **DAS**, **You** are the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.

22 Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

CONDITIONS

- 1 (a) If rent is overdue the **Tenant** must be contacted within 7 days of the rent due date to establish the reason for the default. If the rent has not been settled within a further 7 days the **Tenant** must be contacted again to see if they remain in the **Property** and the **Guarantor** informed; and
 (b) If the **Tenant** cannot be contacted and it is lawful to do so **You** must serve notice of requirement to undertake an inspection in accordance with the **Tenancy Agreement** in order to establish if the **Tenant** remains in the **Property**.
- 2 (a) If the **You** or the **Landlord** receives payment or part payment of **Rent Arrears** from the **Tenant** at any time following the notification of a claim, **We** should be notified and rent allocated to the earliest arrears. If payment of **Rent Arrears** has already been made by **DAS**, **You** must re-pay the sum received to **DAS** immediately; and
 (b) If a defence and / or counterclaim is raised during the course of any proceedings instigated by the **Tenant(s)** seeking set-off against unpaid rent, payment of **Rent Arrears** under the policy will be suspended until determination by the court or by agreed settlement as to the rent payable by the **Tenant(s)** during the **Period of Insurance**.
- 3 **You** must:
 - (a) keep to the terms and conditions of this policy;
 - (b) try to prevent anything happening that may cause a claim;
 - (c) take reasonable steps to keep any amount **DAS** have to pay as low as possible;
 - (d) send everything **We** ask for, in writing;

- (e) give **Us** full and truthful details of any claim as soon as possible and give **Us** any information **We** need.
- 4 **We** have the right, at any time, to pursue the recovery of any **Rent Arrears** and **Legal Costs** paid out by **DAS**.
- 5 (a) **You** must provide, at **Your** own expense, all information requested by **us** as soon as is reasonably possible.
 (b) **You** or the **Landlord** must attend any court hearing in relation to the claim if required to do so by **Us** at **Your** own expense. Attendance may be requested for hearings in respect of money judgement orders sought after vacant possession of the **Property** has been gained.
 (c) Failure to attend any court hearing may result in the suspension of payments of **Rent Arrears**. **We** reserve the right to recover all claims costs incurred from **You** in such circumstances.
- 6 (a) **We** can take over and conduct, in **Your** name, any claim or legal proceedings at any time and can negotiate any claim on **Your** behalf.
 (b) **You** are free to choose an **Appointed Lawyer** (by sending **Us** a suitably qualified person's name and address) if:
 (i) **We** agree to start legal proceedings and it becomes necessary for a lawyer to represent **Your** interests in those proceedings; of
 (ii) there is a conflict of interest.
 (c) In all circumstances except those in **2(b)** above, **We** are free to choose an **Appointed Lawyer**.
 (d) The **Appointed Lawyer** will be appointed by **Us** to represent **You** according to **Our** standard terms of appointment, which may include a no-win, no-fee agreement. The **Appointed Lawyer** must co-operate fully with **Us** at all times.
 (e) **We** will have direct contact with the **Appointed Lawyer**
 (f) **You** must co-operate fully with **Us** and with the **Appointed Lawyer** and must keep **Us** up to date with progress of the claim.
 (g) **You** must give the **Appointed Lawyer** any instruction that **We** ask for.
- 7 (a) **We** may make **Our** own investigations into the claim and may attempt to reach a settlement on **Your** behalf.
 (b) **You** must tell **Us** if anyone offers to settle a claim.
 (c) If **You** do not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further costs.
 (d) **DAS** may decide to pay **You** the losses **You** are claiming instead of starting or continuing legal proceedings.
- 8 (a) **You** must tell the **Appointed Lawyer** to have **Legal Costs** taxed, assessed or audited if **We** ask for this.

- (b) **You** must take every step to recover **Legal Costs** that **DAS** have to pay and must pay **DAS** any **Legal Costs** that are recovered.
- 9 If an **Appointed Lawyer** refuses to continue acting for **You** with good reason, or if **You** dismiss an **Appointed Lawyer** without good reason, the cover **We** provide will end at once, unless **We** agree to appoint another **Appointed Lawyer**.
- 10 If **You** settle a claim or withdraw it without **Our** agreement or do not give suitable instructions to **Appointed Lawyer**, the cover **DAS** provide will end at once and **DAS** will be entitled to reclaim from **You** any **Legal Costs** and **Rent Arrears** they have paid.
- 11 If there is a disagreement about the way **We** handle a claim that is not resolved through **Our** internal complaints procedure, **You** can contact the Financial Ombudsman Service for help.
- 12 **You** can cancel this policy by telling **Us** within 14 days of taking it out or at any time afterwards as long as **You** tell **Us** at least 14 days beforehand. **We** can cancel this policy at any time as long as **We** tell **You** at least 14 days beforehand. No refund of premium will be due if **You** cancel this policy after the initial 14 day cooling off period.
- 13 **DAS** will, at their discretion, void the policy (make it invalid) from its start date or from the date of claim, or alleged claim, or **DAS** will not pay the claim if:
- (a) a claim the Insured Person has made to obtain benefit under this policy is fraudulent or intentionally exaggerated of
 - (b) a false declaration or statement is made in support of a claim.
- 14 **DAS** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.
- 15 This policy will be governed by English law.

RENEWALS

We will contact **You** at least 14 days before the end of **Your Period of Insurance** to give renewal details, including the policy terms and premium. At this point **We** will ask **You** to update any of **Your** details that have changed. **We** will issue **You** a new policy, key facts and **Schedule** when **You** renew. Renewal will not be offered in the event where:

- a) Claims were made in the previous policy period and where **Rent Arrears** have not been fully repaid.
- b) **You** should have reasonably realised when renewing the policy that a claim under this insurance might occur.



Andrew Burke
Chief Executive Officer

Data protection

To provide, administer and underwrite the legal advice service and legal expenses insurance, **We** and **DAS** must process **Your** personal data (including sensitive personal data such as convictions) that **We** and **DAS** collect from **You** in accordance with **Our** Privacy Policy.

To do so, **We** and **DAS** may need to send **Your** information to other parties, such as lawyers or other experts, the court, insurance intermediaries or insurance companies. To give **You** legal advice, **We** and **DAS** may have to send information outside the European Economic Area.

In doing this **We** and **DAS** will comply with the Data Protection Act 1988. Unless required by law by a professional body, **We** will not disclose **Your** personal data to any other person or organisation without **Your** written consent.

For any questions, comments or requests to see a copy of the information **We** and **DAS** hold about **You**, in respect of Let Alliance please write to: the Head of Customer Development at their Head Office and in respect of **DAS**, the Group Data Protection Controller at their Head Office, both addresses are shown on page 4 of this document.