

ELITE PLUS

Rent Guarantee & Legal Expenses Policy Wording

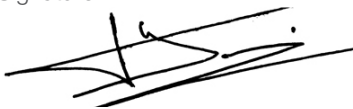


This Policy is issued for the benefit of the Policyholder and is arranged in conjunction with an acceptable smartlandlord Tenant Reference(s). Inception of cover commences at the start of the Tenancy Agreement at the Property, provided this is not more than 60 days after the date of issue as shown on the Policy schedule. Your Policy schedule sets out which Sections of cover you have purchased and the Limits of Indemnity that apply. The Policy, schedule and any Endorsement pages should be read together as one document.

1. Introduction

In consideration of the person or persons named as the Policyholder in the Policy schedule paying to the Insurer the premium, the Insurer agrees to insure in the manner and to the extent provided for in the respective sections specified in the Policy schedule in respect of Events occurring during the Period of Insurance or any subsequent period for which the Policyholder shall pay and the Insurer shall accept the premium required.

Signature



François-Xavier Boisseau
Chief Executive Officer
Groupama Insurance Company Ltd
Groupama House
24-26 Minories
London
EC3N 1DE

Groupama Insurance Company Ltd is authorised and regulated by the Financial Services Authority.
FSA Register Number 202124

Arc Legal Assistance Ltd administers the claims on behalf of the Insurer.

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD

Arc Legal Assistance Ltd is authorised and regulated by the Financial Services Authority. FSA Register Number 305958

The FSA is an independent non-governmental body, given statutory powers by the Financial Services and Markets Act 2000. The address of the FSA is 25 The North Colonnade, Canary Wharf, London, E14 5HS. You can check this information either by telephoning their consumer helpline 0845 606 1234 (local rates) or by visiting their website: www.fsa.gov.uk

2.

What you need to make a claim ?

- A. A claim must be submitted in writing to smartlandlord / Arc by completing a claim form and attaching supporting documentation as set out in Section 8, within thirty one (31) days of an Event. If your Tenant(s) have been in receipt of housing benefit since the inception of cover, refer to Section 9 of this Policy, and send your claim to:

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD

Claim forms can be obtained from smartlandlord by telephoning: 0844 892 1666 or accessed online at www.smartlandlord.co.uk.

- B. The claim will be assessed and if accepted and deemed appropriate an enquiry Agent will visit the Tenant and the Guarantor. If the enquiry Agent is unable to reach agreement with the Tenant to remedy his / her failure to perform his / her obligations under the tenancy a Professional Advisor will be appointed to act for the Policyholder.
- C. Any Monthly Benefit due under the Policy will be paid monthly in arrears within 21 days from the end of the monthly period in which the Rent is due. The Policyholder or Agent will be required to complete a continuation claim form before each Monthly Benefit claim is made.

Please refer to Section 8 for full Claims Conditions

3.

Decline Claims & Appeals

Where a claim has been repudiated by the Insurer and / or Arc the Policyholder and /or Agent has the right to appeal in writing within 14 days of the date of the repudiation letter. The appeal process and contact details will be provided in the repudiation letter. This does not affect the Policyholders rights as referred to in Section 17 of this Policy.

4.

Definitions

Agent:

The individual or company appointed by the Policyholder to deal with matters relating to and arising from the letting of the Property on behalf of the Policyholder.

Arc:

Arc Legal Assistance Ltd who administer claims on behalf of the Insurer.

Smartlandlord :

smartlandlord.co.uk.Ltd who administer this insurance on behalf of the Insurer.

Deposit:

The sum of money held by the Landlord, the Landlords Agent or by a Tenancy Deposit Scheme administrator as security for the performance of the Tenant's obligations.

Endorsement:

An amendment to the Policy.

Event:

The failure of the Tenant(s) to pay the Rent or part of the Rent lawfully due to the Policyholder in accordance with the obligations required under the Tenancy Agreement.

Excess:

The first amount payable of each and every claim, as shown in the Schedule, that the Policyholder must contribute following an Event.

Guarantor:

The individual or organisation that has been satisfactorily referenced by smartlandlord and provided a financial guarantee in accordance with Section 6g of this Policy.

Insurer:

Groupama Insurance Company Limited

Landlord:

An individual(s) or company who is lawfully able to let the Property and has entered into and signed a legally binding Tenancy Agreement with the Tenant(s) and is noted in the Schedule as the Policyholder and on the Tenancy Agreement as the Landlord.

Limit of Indemnity:

The maximum amount payable subject to the excess and for no longer than 6 months in any one Period of Insurance by the Insurer, following an insured Event, for Monthly Benefit and Professional Costs as stated in the schedule. An allowance will be made for a 10% uplift on the Monthly Benefit Limit of Indemnity at each Policy renewal without the need for the Tenant to be re-referenced.

Monthly Benefit:

The monthly sum payable by the Insurer to the Policyholder, one month in arrears, in respect of the proportion of unpaid Rent lawfully due to the Landlord.

Period of Insurance:

The date of commencement of the Tenancy Agreement provided this is not more than 60 days after the date of issue shown on the Policy schedule and for the period as stated on the Policy schedule.

Policy:

This written undertaking between the Insurer and the Policyholder, the Schedule and any Endorsements issued.

Policyholder:

The Landlord(s) as defined above

Proceedings:

The pursuit of civil legal cases for damages or injunctions against the Tenant or the Guarantor within the Territorial Limits arising from the insured Event

Professional Adviser:

The solicitor or accountant or other appropriately qualified person, firm or company appointed by Arc under the terms of the Policy to act for the Policyholder.

Professional Costs:

Costs, disbursements and unrecovered fees reasonably, properly and necessarily incurred by the Professional Adviser as a direct result of an Event but excluding costs due or awarded to third parties or costs incurred by the Landlord in defending a claim against him by the Tenant or other third party.

Property:

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

Rent:

The sum lawfully due and payable by the Tenant to the Landlord as stated in the Tenancy Agreement in accordance with the payment terms as set out in the Tenancy Agreement and for which the Tenant has been satisfactorily referenced by smartlandlord

Tenancy Agreement:

- I. An Assured Shorthold Tenancy as defined in the Housing Act 1988 or corresponding legislation in Scotland, Northern Ireland or the Isle of Man, and any amending legislation or
- 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 or Limited Liability Partnership purely for the residential purposes of the Tenants employees and their family or
- III. A written Common Law residential Tenancy Agreement created after the 28th February 1997 between individuals where the Rent is in Excess of £25,000 per annum or
- IV. Any other Tenancy Agreement which is in writing, properly executed and contains an enforceable forfeiture clause.

Tenancy Deposit Scheme:

A scheme operated by or on behalf of the Government from 6th April 2007 to safeguard Deposits paid in connection with Assured Shorthold Tenancies in England and Wales and to facilitate the resolution of disputes arising in connection with such Deposits.

Tenant(s):

The occupiers of the Insured Property named in the Tenancy Agreement and Policy schedule as the Tenant or the permitted occupier who has received a Tenant Reference

Tenant Reference:

A satisfactory smartlandlord reference according to the categories applied by smartlandlord at that time and provided in writing for a prospective Tenant and/ or Guarantor. A CCJ check only is required for a Permitted Occupier named in the Tenancy Agreement who is a spouse or a non-dependent child of the Tenant or who is employed as a domestic servant of the Tenant.

Territorial Limits:

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man

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A satisfactory smartlandlord reference according to the categories applied by smartlandlord at that time and provided in writing for a prospective Tenant and/ or Guarantor. A CCJ check only is required for a Permitted Occupier named in the Tenancy Agreement who is a spouse or a non-dependent child of the Tenant or who is employed as a domestic servant of the Tenant.

Territorial Limits:

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man

5. What is Covered?

Following an Event the Insurer will pay:

- A. Monthly Benefit until the relevant Period of Insurance expires or until vacant possession has been gained, whichever is the earlier and subject to the Limit of Indemnity as stated in the schedule. Monthly Benefit will be paid at a rate of 1/30th of the monthly Rent for each continuous day that Rent is in arrears
- B. Professional Costs up to the Limit of Indemnity incurred by the approved Professional Advisor to take the necessary Proceedings to lawfully evict the Tenant(s) to gain vacant possession.

6.

Policy Conditions

It is a condition of the Policy that the Policyholder and / or Agent

- A. Ensures that the Property is residential and continues to be used solely for residential purposes.
- B. Ensures that the Tenant is 18 years of age or more.
- C. Has a properly executed Tenancy Agreement signed by all parties and that the Landlord complies with all the Landlord's covenants.
- D. Ensures that the Tenancy Agreement is appropriate for the Tenancy and free from any unreasonably restrictive covenants.
- E. Ensures all Tenant(s) that will be included in the Tenancy Agreement have, in aggregate, been referenced and accepted for the full monthly Rent by smartlandlord.
- F. Ensures that where referencing conditions are stipulated on the reference or on the schedule that these are complied with.
- G. Ensures that If smartlandlord require a Guarantor, such Guarantor has:
 - I. been satisfactorily referenced by smartlandlord
 - II. entered into a legally binding and enforceable written guarantee in respect of the tenancy, either in the form of a Guarantors covenant included in the Tenancy Agreement or as a separate deed of covenant.
- H. Arranges for the Tenancy Agreement to commence no later than sixty (60) days after the date of issue stated in the schedule;
- I. Ensures that the first months Rent and a Deposit not less than one months Rent have been received as cleared funds in advance of the commencement of the Tenancy Agreement and held in accordance with the requirements set out in the Housing Act 2004 and any subsequent or superseding legislation.
- J. Ensures that prior to signing the Tenancy Agreement a detailed Inventory of the contents and condition of the Property has been signed by the Tenant(s).
- K. Must not allow assignment of a replacement Tenant without them obtaining a satisfactory smartlandlord reference.
- L. Ensures that the Property is let in accordance with the Housing Acts of 1988, 1996, 2004 and any subsequent or superseding legislation.
- M. Ensures that all Tenants are jointly and severally liable for the Rent within the Tenancy Agreement (with the exception of students where applicable)
- N. Keep an accurate record of all Rent due and received including the dates of payments.
- O. Ensures that if the Property is to be let to joint Tenant(s) as a couple then the primary earner is satisfactorily referenced by smartlandlord for the full Rental amount and that the remaining Tenant is referenced against a smartlandlord Credit Check.
- P. Ensures that two forms of identification for each Tenant(s) are held on file and made available should a claim be submitted.

7. Policy Exclusions

- A. An Event
 - I. reported to Arc more than thirty one (31) days after the date the Event occurred unless the claim relates to a Tenant in receipt of housing benefit since inception of cover who must comply with Section 9 of this Policy;
 - II. occurring prior to the issue of this Policy or after the expiry of the Period of Insurance;
 - III. if the tenancy commences prior to the date of issue of this Policy;
 - IV. known to the Policyholder or the Agent as likely to occur prior to or at the start of the Tenancy Agreement.
- B. Any claim amount under £250.
- C. Any Claims:
 - I. where there is a failure to provide evidence of a satisfactory smartlandlord Tenant Reference and a Policy schedule;
 - II. where the Policy or referencing conditions, as stipulated on the referencing report or the schedule, have not been complied with.
- D. Professional Costs incurred:
 - I. prior to written confirmation from the Insurer accepting the claim
 - II. in excess of the Limit of Indemnity
 - III. in excess of those for which the Insurer has given prior consent
 - IV. for damages, interests or fines.
 - V. which are recoverable by any other third parties
 - VI. from any other third parties or advisors unless agreed to by the Insurer
 - VII. by the Professional Adviser in relation to the Landlord defending a claim by the Tenant or other third party by way of counterclaim or separate action and any subsequent costs due or awarded to the Tenant or other third party.
 - VIII. where there is insufficient prospect of success
- E. The Excess as stated in the schedule.
- F. Any interest payable by the Tenant for the late payment of Rent.
- G. Monthly Benefit and Professional Costs where the Policyholder and / or the Agent act without the consent of the Insurer and / or Professional Advisor or contrary to or in a manner different from the advice of the Insurer and / or the Professional Adviser.
- H. Costs incurred by any Professional Adviser, solicitor or other appropriately qualified person, firm or company instructed directly by the Policyholder or the Agent for action taken prior to obtaining written agreement from Arc.
 - I. Where the Tenant Reference was granted on condition of a Guarantor being applied and the Guarantor was not allocated correctly as referred to in Policy Condition 6g.sition in connection with the Proceedings and / or prolongs the length of the Monthly Benefit claim.
- J. Where the Policyholders and/ or Agents act or omission, delays and / or prejudices the Insurers position in connection with the Proceedings and / or prolongs the length of the Monthly Benefit claim.
- K. Where the Landlord and/ or Agent is in breach of any rules / requirements relating to the Deposit in accordance with the Housing Act 2004.
- L. Claims relating to any other occupant in the insured Property over the age of 18 who is not the Tenant

8.

Claims Conditions

- A. If Rent is overdue the Tenants 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.
- B. If the Tenant cannot be contacted and it is lawful to do so the Policyholder/Agent 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.
- C. Within thirty one (31) days of the occurrence of an Event the Policyholder and / or Agent should submit to Arc a fully completed claim form with supporting documentation as listed in the claim form.
- D. Payment of the Monthly Benefit will cease as soon as the Policyholder gains vacant possession of the Property, the Period of Insurance expires or the Limit of Indemnity is reached, whichever occurs first.
- E. The Policyholder and / or Agent must provide at his own expense all information as requested by Arc or the Professional Advisor within 5 working days of the request for that information.
- F. The Policyholder and/ or the Agent at their own expense must attend any court hearing in relation to the Event if required to do so by the Insurer, Arc or the Professional Advisor. Attendance may be requested for hearings in respect of money judgement orders sought after vacant possession of the Property has been gained.
- G. Failure to attend any court hearing may result in the suspension of payments of the Monthly Benefit and /or any Professional Costs. The Insurer reserves the right to recover all claims costs incurred from the Policyholder in such circumstances.
- H. The Insurer may make their own investigations into the claim and may attempt to reach a settlement of the Proceedings on the Policyholders behalf.
- I. Arc will appoint a solicitor from its panel to act for the Policyholder in the Proceedings. If court proceedings are issued or a conflict of interest arises and the Policyholder wishes to nominate an alternative Professional Adviser to act for him he may do so subject to prior written consent from Arc. The alternative Professional Adviser must confirm to Arc in writing that he will enable the Policyholder to comply with his obligations under this insurance and agree with Arc that his costs will not exceed those that would have been charged by Arc's panel solicitor. If no agreement is reached the Law Society will be asked to nominate an alternative Professional Adviser and this nomination shall be binding. The Professional Adviser must also confirm that he will:
 - I. Provide a detailed view of the Policyholder's prospects of success including the prospects of enforcing any judgement obtained.
 - II. Keep Arc fully advised of all developments and provide such information as Arc may require.
 - III. Keep Arc regularly advised of Professional Costs incurred
 - IV. Advise Arc of any offers to settle and payments in to court. If contrary to Arc's advice such offers or payments are not accepted there shall be no further cover for Professional Costs unless Arc agrees at its absolute discretion to allow the case to proceed
 - V. Submit bills for assessment or certification by the appropriate body if requested to do so by Arc
 - VI. Attempt recovery of costs from third parties

If a dispute arises as to Professional Costs Arc may require the Policyholder to change Professional Advisor.

- J. The Insurer shall have the right, at any time to pursue the recovery of any Monthly Benefit or Professional Costs paid out, including taking Proceedings against the Tenant / former Tenant.
- K. The Policyholder agrees that the Insurer may take over conduct of any Proceedings instigated in the name of the Policyholder. The Policyholder will co-operate and assist the Insurer in connection with the conduct of the Proceedings.
- L. The Insurer shall wherever reasonably possible attempt to recover costs from a third party and shall instruct the Professional Advisor accordingly.
- M. If the Policyholder receives payment or part payment of Rent from the Tenant at any time following the notification of a claim, Arc should be notified. The sum received must be applied against the earliest Rent arrears and not held for a later period. If payment of Monthly Benefit has already been made by the Insurer, the Policyholder must re-pay the sum received to Arc immediately.
- N. If the Deposit is more than equal to one months Rent, Rent will be paid after the deduction of the balance of the Deposit. If the Deposit is subsequently required to meet the cost of dilapidations, upon gaining vacant possession of the Property, this will be paid to the Policyholder.
- O. Agent fees, general cleaning or re-letting fees must not be deducted from the Deposit where Rent remains outstanding.
- P. If any recovery is made from the Tenant by the Policyholder or as a result of taking Proceedings against the Tenant, the sum received will be applied in the following order:
 - I. To legal fees and costs incurred by the Insurer;
 - II. To Monthly Benefit paid by the Insurer;
 - III. Any balance is then paid to the Policyholder.
- Q. If a defence and / or counterclaim is raised during the course of any Proceedings instigated under the terms of this Policy by the Tenant(s) seeking set-off against unpaid Rent
 - I. payment of Monthly Benefit under the Policy will be suspended until determination by the court or by agreed settlement as to the Rent payable by the Tenant for any period during the Period of Insurance
 - II. The Policyholder must privately instruct a Professional Advisor of their own choice at their own expense or, if agreed in writing, privately instruct Arc's Professional Adviser at their own expense.

9. Housing Benefit Claims

Where the Tenant(s) has been in receipt of housing benefit since inception of cover claims must be notified within 60 days of the Event (but not before 40 days) or when the Rent arrears are equal to or greater than the sum of one month's Rent.

Where Housing Benefit is to be claimed by the Tenant and the Tenant has provided their Housing Benefit application reference number, any Monthly Benefit and / or Professional Costs due under this Policy will not be paid until a pre-tenancy determination decision is given by the Benefits office. The Policyholder and/ or their Agent must notify the Benefits office of their interest.

10.

Prospects of Success

At any time the Insurer or Arc may form the view that the Policyholder does not have a reasonable prospect of success in the action being taken or proposed. If so the Insurer or Arc may decline any further support. In forming this view the Insurer or Arc may take into account the following:

- A. The amount of money at stake
- B. The fact that a reasonable person without this type of insurance would not wish to pursue this matter further
- C. The prospect of being able to enforce judgement
- D. The fact that the Policyholders interests could be better achieved through other means
- E. Prospects of recovery.

If the Policyholder disagrees with this decision, the dispute must be resolved in accordance with the terms of the Policy and the Insurers internal appeals procedure.

The Insurer or Arc shall provide the Policyholder with a written explanation of their decision.

11.

Alteration of Risk

The Policyholder shall notify the Insurer as soon as they become aware of any alteration in risk which may materially affect the Policy and then may be asked to pay an additional premium to the Insurer.

12.

General Conditions

- A. The Insurer will only be liable for costs authorised by Arc and undertaken while there is a reasonable prospect of success.
- B. If it comes to light that any of the Policy conditions have been breached when processing the claim then any Monthly Benefits and Professional Costs incurred by the Insurer will be repayable by the Policyholder.
- C. The contract between the Policyholder and the Insurer is made up of the Policy, the schedule and any Endorsements.
- D. The Insurer shall not be bound by any agreement to which they are not a party
- E. The rights of this Policy and any benefit cannot be assigned to anyone other than the Policyholder.

13.

General Exclusions

There is no benefit under this Policy:

- A. Where works are undertaken by or under the order of government or the public or local authority
- B. Where an Event occurs as a result of
 - I. war, riot, radioactive contamination, nuclear accident.
 - II. subsidence, mining or quarrying
 - III. Planning Law including Town and County Planning
 - IV. construction or structural alteration to buildings
 - V. defamation or malicious falsehood
 - VI. divorce or matrimonial proceedings
 - VII. application for judicial review
 - VIII. nationalisation (compulsory purchase orders)
- C. For damages, interests, fines or costs awarded in the criminal courts or other penalties.

14.

Renewals

smartlandlord will give notice of the renewal of the Policy on behalf of the Insurer. However renewal will not be offered in the event where:

- A. Claims were made in the previous Policy period
- B. The Policyholder should have reasonably realised when renewing the Policy that a claim under this Insurance might occur

15.

Contracts - Rights of Third Parties

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

16.

Cancellation

The Insurer may cancel the insured cover under this policy at any time by giving 14 days written notice to the insured. If no claims have been notified to the insurer a pro rata refund will be made of the relevant premium at the insurer's discretion.

The Policyholder may cancel their cover under this Policy within 14 days of receipt of the insurance documentation and receive a full refund of the premium providing that no claims have been notified to the Insurer. In order to exercise this right the Policyholder must return the Policy documentation to smartlandlord before the expiry of the 14 day period. Thereafter the Policyholder may cancel their Policy giving written notice to the Insurer; however no refund will be given.

17.

What to do if you are unhappy with the service you receive

smartlandlord aims to provide a first class standard of service. However, should you be unhappy with the service you receive, or have any cause for dissatisfaction you should in the first instance contact us in writing at:

Smartlandlord.co.uk.Ltd
Suite N, The Octagon
Middleborough
Colchester
CO1 1TG

Or E-mail: info@smartlandlord.co.uk
Or Telephone: 0844 892 1666

If you are still unhappy following receipt of our final response, you may be eligible to have your case reviewed on an independent basis by the Insurer:

Groupama Insurance Company Ltd
Groupama House
24-26 Minories
London
EC3N 1DE

If you are still unhappy following receipt of the Insurer's final response, you can refer the dispute to the Financial Ombudsman Service who will review your case on an independent basis. The address is:

The Financial Ombudsman Service,
South Quay Plaza, 183 Marsh Wall, London E14 9SR
Tel: 0845 080 1800

The Financial Ombudsman is only able to intervene in respect of private Policyholders and small businesses with a turnover less than £1,000,000.

For matters related to the smartlandlord Tenant Reference obtained in conjunction with this insurance, disputes about the service may be referred as described:

Tenant Referencing is not regulated by the Financial Services Authorities stated above. However complaints about the service may be referred to The Financial Ombudsman Service under the terms of the Consumer Credit Act 2006.

The Financial Services Compensation Scheme (FSCS)

You may be entitled to compensation from the scheme if we cannot meet our obligations, depending on the type of customer you are and, in the case of a business, the size of that business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim without any upper limit. For compulsory classes of Insurance, Insurance advising and arranging is covered for 100% of any claim, without any upper limit. Further information about the compensation scheme arrangements is available from the FSCS.

18. The Data Protection Act

Details of you, your insurance cover and claims made will be held by the Insurer, Arc and smartlandlord for Underwriting, Claims Handling and Fraud Prevention purposes subject to the Data Protection Act 1998.

19.

Law Applicable to this Contract

The parties to a contract of insurance covering a risk in the United Kingdom are allowed to choose the law applicable to that contract. However, the law of England shall still apply unless otherwise agreed in writing by the Insurer. Unless otherwise agreed in writing any dispute or difference concerning liability under or interpretation of this Policy will be governed by and construed in accordance with English Law and the Policyholder will submit such dispute or difference to the exclusion of the jurisdiction of the English Courts.

20.

Language

In this wording

- A. Except where the context requires otherwise words importing gender include the other gender and the singular includes the plural and vice versa;
- B. References to a statutory provision include references to that statutory provision as from time to time amended, extended or re-enacted and any regulations made pursuant to it; and
- C. The headings are included for convenience only and shall not affect the interpretation.

21.

Voidance Clause

This Policy will be voidable in the event of misrepresentation, mis-description or non-disclosure in any material fact.

If any claim under this Policy is in any respect fraudulent or if any fraudulent means or devices are used by the Policyholder or anyone acting on their behalf to obtain any benefit under this Policy or if any loss is occasioned by the wilful act or with the connivance of the Policyholder all benefits under this Policy shall be forfeited.

22. Claims Data

Insurers share information with each other to prevent fraudulent claims via a claims register. A list of participants is available on request. In the event of a claim, any information the Policyholder has supplied relevant to this insurance and on a claim form, together with other information relating to the claim, will be provided to the register.

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