



CommercialPlus Residential Landlord Premier Insurance Policy Wording

This insurance Policy has been arranged by Motorplus Limited with Qdos Broker & Underwriting Services Limited and is underwritten by UK General Insurance Limited on behalf of:

Ageas Insurance Limited. Registered in England No.354568. Registered Office: Ageas House, Tollgate, Eastleigh, Hampshire, S053 3YA.

With effect from 1st October 2013 the registered address of Ageas Insurance Limited shall be Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA.

Motorplus Limited, Qdos Broker & Underwriting Services Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This can be checked on the Financial Services Register at www.fca.org.uk/register or by contacting them on 0800 111 6768.

Subject to the appropriate premium having been paid the *Insurer* agrees to cover the *Insured* as set out in this Policy. Unless expressly stated nothing in this Policy will create rights pursuant to the Contract (Rights of Third Parties) Act 1999.

This wording should be read in conjunction with *Your* Policy Schedule which details the name of the *Insured*, *Period of Insurance*, the premium the *Insured* has paid and the applicable *Limits of Indemnity*.

Important Information

This is a contract of insurance between the *Insured* and the *Insurer*. The insurance provided covers *Legal Expenses*, subject to the terms, *Limits of Indemnity*, exclusions and conditions contained herein in respect of an insured event which occurs within the *Territorial Limits* and during the *Period of Insurance* and which is notified to the *Coverholder* during the *Period of Insurance* for which the *Insured* has paid or agreed to pay the premium.

Demands and Needs

This Policy meets the demands and needs of businesses which want to insure against the cost of common civil *Legal Expenses*. The Policy will cover the business for up to the amount shown in respect of certain risks. Motorplus Limited does not make any personal recommendation as to whether this Policy will suit the business' individual circumstances.

Cancellation Right

This Policy may be cancelled in writing at any time by giving immediate written notice to *Your* insurance broker or agent. In the event of cancellation *You* will be entitled to a full refund of premium if the Policy is cancelled within the first 14 days or refund of a proportionate part of the premium corresponding to the un-expired *Period of Insurance* where the Policy is cancelled

after the first 14 days. There will be no refund of premium if *You* have notified a *Claim* during the *Period of Insurance*.

The *Insurer* shall not be bound to accept the renewal of any insurance and may at any time cancel this Policy by giving *You* 14 days' notice at *Your* last known address. Provided that the premium has been paid in full *You* shall be entitled to a proportionate refund of premium in respect of the unexpired period of insurance.

Making a Claim

See Claims Condition 1 below.

Telephone Advice Lines

Advice can be provided on a wide range of areas of legal and associated tax matters, including employment and health and safety issues. The advice is provided by qualified consultants and is confidential and impartial. In the interests of monitoring the quality of legal advice given, conversations may be recorded.

We will not accept responsibility if the Advice Line services are unavailable for reasons *We* cannot control.

When phoning, please tell *Us* that *You* are a client of the CommercialPlus Property scheme.

To contact the Advice Line, phone **0845 0405833**, quoting the reference **NORW0609**

Special Conditions

Eviction & Rent Protection Claims

We will only agree to cover *Your Claim* if *You* have correctly issued and served the appropriate statutory and contractual notices on the *Tenant*:

- 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 Advice Line.

This is a "claims made" insurance. This insurance only covers *Claims* both arising and notified to the *Coverholder* during the *Period of Insurance*. The *Insurer* agrees in consideration of the premium to indemnify the *Insured* to the extent and in the manner provided within this Policy. Unless expressly stated nothing in this Policy will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999.

Definitions

The words and phrases listed below will have the following meanings wherever they appear in italics throughout this Policy:

Any One Claim

All *Claims* consequent upon the same original cause, event or circumstance.

Appointed Representative

A consultant, solicitor, barrister or other appropriately qualified person appointed to act for the *Insured* in accordance with the terms of this Policy.

Claim(s)

A request under this Policy for *Legal Expenses* and/or *Professional Expenses* and/or *Rent* following an *Insured* event which occurs during the *Period of Insurance* and within the *Territorial Limits*.

Coverholder/Our/Us/We

Qdos Broker and Underwriting Services Limited and Motorplus Limited, who have been given authorisation by the *Insurer* to issue this insurance cover and manage *Claims* on behalf of the *Insurer*.

Consequential Loss

Any costs that are directly or indirectly caused by the event which led to *Your Claim* unless specifically stated in this Policy.

Contracting Party

A person, firm or company domiciled within the *Territorial Limits* with whom the *Insured* has a direct contractual relationship.

Deposit

The sum of money collected from the *Tenant* and held by the *Insured* or his agent in accordance with Section 213 of the Housing Act 2004 (and any amending legislation) in respect of a *Tenancy Agreement* to which it applies to provide an indemnity for losses incurred by the *Insured* arising from the *Tenant* failing to perform his obligations set out in the *Tenancy Agreement*.

Excess

The amount specified in the Policy Schedule which the *Insured* must pay in respect of *Legal Expenses* and/or *Professional Expenses* and/or *Rent* in respect of *Any One Claim* before the *Insurer* shall be liable to make any payment, being:

Legal Expenses - £250; and

Eviction - £Nil; and

Rent Protection - £500 or one month's *Rent*, whichever is the greater.

Guarantor

The individual or organisation shown in the *Tenancy Agreement* that has received a *Tenant Reference* and has provided a financial guarantee of the *Tenant's* performance of his obligations under the *Tenancy Agreement*.

HMRC Investigation(s)

The investigation which takes place when an officer of HM Revenue & Customs (HMRC) makes a request to examine all the *Insured's* business books and records and issues a formal notice under S9A or 12AC of the Taxes Management Act 1970 or under Paragraph 24 (1) Schedule 18 Finance Act 1988.

Insured/You/Your

The residential management company or property owner specified in the Policy Schedule.

Insured Property

The *Property* shown in the Policy Schedule and the *Tenancy Agreement*.

Insurer

UK General Insurance Limited on behalf of Ageas Insurance Limited. UK General Insurance Limited are an insurer's agent and in the matters of a *Claim* act on behalf of Ageas Insurance Limited.

Legal Expenses

a) Fees

Any professional fees and expenses reasonably incurred by the *Appointed Representative* with the consent of the *Coverholder*. This also includes disbursements, however these costs must be in respect of services provided by a third party, received by the *Insured*, distinct from the services supplied by the *Appointed Representative* to the *Insured*. We will also provide cover for any costs incurred by other parties insofar as the *Insured* is 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 *Coverholder* but excluding any costs which the *Insured* may be ordered to pay by a court of criminal jurisdiction. In all cases, all professional fees, expenses disbursements and any other costs may only be incurred with the prior consent of the *Coverholder*.

b) Witness Attendance Allowance

The amount of money per day the *Insured* is liable to pay an employee each day they are required by the *Appointed Representative* to attend as a witness at a court or tribunal hearing. Indemnity is limited to £100 per day and a maximum of £1,000 in any one attendance.

Limits of Indemnity

The maximum liability of the *Insurer* under Section 1 of this Policy is limited to the amounts specified below:

Section 1:

Any One Claim: £100,000

The aggregate of all *Claims* notified during the *Period of Insurance*: £1,000,000

The maximum amounts payable under Section 2 of this Policy is limited to the amount specified below:

Section 2.A: up to £50,000 of advisers' costs per *Claim*

Section 2.B: the monthly *Rent* shown in the *Tenancy Agreement* and the Policy Schedule up to a maximum of £2,500 per month.

The maximum *Rent* payable per *Claim* is £25,000 or the equivalent of 12 months *Rent*, whichever is the lesser amount.

Part 36 Offer

Any offer made by an opponent to settle a *Claim* which may or may not offer any admission of liability, which may be made by either party at any time during the duration of the *Claim* and if it is to be accepted, must be agreed within 21 days of the offer being made. Such an offer has the potential to cause the *Insured* to pay part of their opponent's costs should the *Insured* reject an offer, continue with the legal proceedings and subsequently fail to obtain more than they were offered by the opponent, or should they accept outside the 21 day period. This includes offers made under Part 36 of the Civil Procedure Rules 1998.

Period of Insurance

The period for which the *Insurer* has agreed to provide this insurance as shown on the Policy Schedule. Unless otherwise agreed by the *Coverholder* or *Insurer* in writing this will be 12 calendar months from the date of issue of this Policy.

Professional Duty

Obligation of the *Insured* in respect of which the *Insured* has or is required to have in force professional indemnity insurance or an equivalent insurance providing indemnity in the event of a negligent act, error or omission.

Professional Expenses

Any fees, expenses and other disbursements reasonably incurred by the *Appointed Representative* with the consent of the *Coverholder* in connection with any *Claim* or proceedings but excluding any tax or VAT, additional tax or VAT, interest or penalties demanded, assessed or required by the relevant authorities or other penalties imposed by a court of criminal jurisdiction.

Property

Land and/or buildings and/or contents within the *Territorial Limits* owned or occupied by the *Insured* or for which the *Insured* is otherwise legally responsible.

Rent

The monthly amount payable by the *Tenant* to the *Insured* as set out in the *Tenancy Agreement*. Maximum *Rent* is £2,500 per month.

Tenant

The occupier, or occupiers of the *Insured Property* named in the *Tenancy Agreement* as the *Tenant* who is the subject of *Tenant Reference* (or has a *Guarantor*).

Tenancy Agreement

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

- a) an Assured Shorthold *Tenancy Agreement* as defined within the Housing Act 1988 (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 *Insured 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. Provided that:
 1. the initial *Tenancy Agreement* must be for a fixed term of no more than 12 months;
 2. the *Insured Property* must be entirely residential and remain solely for residential use;
 3. the *Tenant* must be aged 18 years or over;
 4. the *Insured* or his agent must not allow the *Tenant* into possession of the *Insured Property* until:
 - a) the *Tenancy Agreement* has been signed by all parties; and
 - b) a *Tenant Reference* has been obtained before the start of the *Tenancy Agreement*; and
 - c) all necessary statutory pre-grant notices to the *Tenant* have been issued; and
 - d) the first month's *Rent* and the *Deposit* have been received in cash or cleared funds; and
 5. during the *Tenancy Agreement* the *Insured* or his agent must:
 - a) keep full and up to date *Rental* records; and
 - b) not allow the *Tenancy Agreement* to be transferred to any other individual or organisation.

Tenant Reference

Checks carried out before the commencement of the *Tenancy Agreement* including:

- a) a credit check obtained from a licensed credit referencing company on a *Tenant* or *Guarantor* showing no County Court Judgements in the immediate preceding three years and no outstanding County Court Judgements;
- b) copies of two forms of identification, one of which must contain a photograph; and
- c) a written employer's reference confirming that the *Tenant* or *Guarantor* (if applicable) is in current and permanent employment and that their salary is sufficient to pay the *Rent* after the deduction of normal living costs or alternatively is at least two and half times the monthly *Rent*, or (where 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

United Kingdom of Great Britain and Northern Ireland.

Sections of Cover

Section 1 – Property Owners Legal Expenses

The *Insurer* will only indemnify the *Insured* subject to the *Limits of Indemnity* for *Claims* where the dispute, legal proceedings or HMRC Investigation occurs within the *Period of Insurance* and within the *Territorial Limits* and the *Claim* is notified within the *Period of Insurance*.

Section 1A – Property Disputes

The *Insurer* agrees to indemnify the *Insured* against *Legal Expenses* incurred in any dispute or legal proceedings made by or brought against the *Insured*:

- a) over the physical possession of the *Insured Property* provided that where appropriate all statutory and contractual notices have been correctly served by the *Insured* on the *Tenant*;
- b) over the terms of the *Tenancy Agreement* relating to the use or maintenance of the *Insured Property*;
- c) other than with a *Tenant* over damage to the *Insured Property* caused by actual or alleged negligence or nuisance, subject to the amount in dispute being in Excess of £1,000 and any *Legal Expenses* being limited to 75% of the amount in dispute;
- d) over actual or alleged dilapidations to the *Insured Property* subject to the amount in dispute being in Excess of £1,000 and any *Legal Expenses* being limited to 75% of the amount in dispute;
- e) over actual or alleged nuisance emanating from the *Insured Property*; and
- f) under the Commonhold and Leasehold Reform Act 2002 or as amended; provided that the *Insured* will suffer financial loss if the *Insured* fails to pursue or defend the *Claim* or legal proceedings.

Exclusions to Section 1A – Property Disputes

The *Insurers* shall not be liable to indemnify the *Insured* hereunder in respect of any *Claim* arising out of or in connection with:

- a) pursuing or defending *Claims* relating to the payment or non payment of any tax, *Rent* and/or mesne profits or service charge or any review of *Rent* or service charge;
- b) a dispute relating to *Rent*, tax planning or building regulations or decisions or compulsory purchase orders or any actual, planned or proposed works by or under the order of any government or public or local authority;
- c) any dispute arising from the negotiation, review or renewal of a *Tenancy Agreement* or the subsequent purchase of the *Insured Property* whether or not such purchase is completed;
- d) any actual or alleged harassment of a *Tenant* or the *Insured*;
- e) any dispute where the *Insured* has failed to maintain in full force and effect during the *Tenancy Agreement* buildings' insurance covering the standard range of perils;
- f) a dispute over subsidence or heave howsoever caused;
- g) a contract dispute other than where the contract is a *Tenancy Agreement*;
- h) any planning application review or decision.

Section 1B – Repair and Renovation Disputes

The *Insurer* agrees to indemnify the *Insured* against *Legal Expenses* incurred in the pursuit or defence of any dispute or legal proceedings made by or brought against the *Insured* in a contractual dispute with a *Contracting Party* over the repair or renovation of the *Insured Property* provided that:

- a) the *Legal Expenses* incurred in any *Claim* or legal proceedings shall be limited to 75% of the sum in dispute;
- b) the amount in dispute exceeds £1,000 and the contract value is less than £100,000; and
- c) the work is commenced within the *Period of Insurance*.
- d) any HMRC Investigation or proceedings which result solely from investigation of earlier accounts or records; taxes, fines, interest or any other duties or penalties imposed upon the *Insured* by any Revenue authority or court or tribunal;
- e) any *Claim* made where the tax return is submitted outside the statutory time limits and/or in a penalty position;

Exclusions to Section 1B - Repair and Renovation Disputes

The *Insurer* shall not be liable to indemnify the *Insured* hereunder in respect of *Claims* arising out of:

- a) breach or alleged breach of the duty of a professional;
- b) contracts that provide or arrange credit, insurance, securities or guarantees;
- c) contracts where the liability or right of recovery of the *Insured* is incurred through their agent or by assignment;
- d) contracts governed by or alleged to be governed by the Consumer Credit Act 1974;
- e) contracts of employment;
- f) a *Tenancy Agreement* or contracts for use of the *Insured Property*.
- g) the preparation and/or correction of Self Assessment Returns, accounts, Income Tax Returns, P11Ds, P35s, VAT returns or any other statutory returns;
- h) any investigation undertaken by any of the Special Civil Investigations or Criminal Investigations office of HMRC or where notice 730 or Code of Practice 8 or 9 Notice has been issued by HMRC;
- i) an enquiry in to the validity of a *Claim* for Working Families Tax Credit or a dispute concerning the payment of the Working Families Tax Credit by an Employer;
- j) any dispute in connection with the payment of the National Minimum Wage;
- k) a dispute or enquiry in respect of IR35 legislation;
- l) any *Claim* made where a Return submitted at the final filing date contains provisional figures in respect of all of the trading income and expenditure items;

Section 1C – Health & Safety Prosecutions

The *Insurer* agrees to indemnify the *Insured* against *Legal Expenses* incurred in:

- a) defending a prosecution against the *Insured* brought under the Health and Safety at Work Act 1974 in a court of criminal jurisdiction;
- b) an appeal by the *Insured* against the service of an Improvement or Prohibition Notice under the Health and Safety at Work Act 1974 provided that the breach or alleged breach of the Health and Safety at Work Act or the Improvement or Prohibition Notice relates to the *Insured Property*.
- m) an investigation arising out of the voluntary disclosure made to the HMRC in respect of omitted tax liabilities which become due as a result of the *Insured's* deliberate act;
- n) an investigation by HMRC into a tax planning arrangement where the Anti-Avoidance Intelligence Unit of HMRC has allocated a number for inclusion on the relevant Self Assessment Return.

Exclusions to Section 1C – Health & Safety Prosecutions

The *Insurer* shall not be liable to indemnify the *Insured* hereunder in respect of *Claims* arising out of or in connection with:

- a) any prosecution relating to or arising from investigations by HMRC;
- b) any prosecution for offences against the person or offences of a sexual nature;
- c) any prosecution for criminal damage;
- d) any prosecution alleging dishonesty
- e) any fees or costs imposed by the Health and Safety Executive or any of its agents, for ongoing monitoring or assessment of the *Insured* or the *Insured Property*.

Section 1D – Tax Protection

The *Insurer* agrees to indemnify the *Insured* against *Professional Expenses* incurred in respect of representation of the *Insured* in an HMRC Investigation including representation at an HMRC tribunal or commissioners' hearing and at an appeal against a decision following such a hearing or tribunal.

Exclusions to Section 1D – Tax Protection

The *Insurer* shall not be liable to indemnify the *Insured* hereunder in respect of:

- a) technical or routine treatment of matters not connected with nor arising out of an expression of dissatisfaction with the *Insured's* affairs such as a routine PAYE or VAT inspection by HMRC;
- b) any criminal prosecution;
- c) taxation proceedings which arise out of negligent misstatements or omissions made by or on behalf of the *Insured* in respect of returns or accounts or where there has been a lack of reasonable care in the keeping of business books and records;
- d) where a *Tenant* is in arrears of *Rent* for an amount equal to at least one month's *Rent*, the *Insured* or his agent must issue a formal written notice to the *Tenant* in accordance with the terms of the *Tenancy Agreement* informing the *Tenant* that possession is being sought under the Housing Act 1988 Section 21. This notice must be issued to the *Tenant* and must be effective at least five days before the third month's consecutive *Rent* default.

Section 2 - Rent Protection

The *Insurer* will only indemnify the *Insured* for *Claims* where the dispute and legal proceedings or *Rent* arrears are or would be within the *Territorial Limits* and the *Claim* both arises and is notified during the *Period of Insurance*.

Section 2A – Eviction

The *Insurer* agrees to indemnify the *Insured* against *Legal Expenses* incurred in evicting the *Tenant* from the *Insured Property* for either non-payment of *Rent* or at the expiry of the *Tenancy* provided that:

- a) where the eviction is for *Rent* arrears the arrears are greater than £250;
- b) all statutory and contractual notices comply with the relevant legislation, regulations and/or contractual requirements and have been served on the *Tenant*;
- c) if *Rent* is overdue the *Tenant* and any *Guarantor* must be contacted within seven days to establish the reason for the arrears. If the *Rent* is not paid within a further seven days the *Tenant* and any *Guarantor* must be contacted again. If the *Tenant* cannot be contacted, and it is lawful to do so, the *Insured* or his agent must serve notice of a requirement to undertake an inspection in accordance with the *Insured's* obligations within the *Tenancy Agreement* and visit the *Insured Property*. The *Insured* or his agent should seek legal advice if he is unsure that such an inspection is lawful; and
- d) where a *Tenant* is in arrears of *Rent* for an amount equal to at least one month's *Rent*, the *Insured* or his agent must issue a formal written notice to the *Tenant* in accordance with the terms of the *Tenancy Agreement* informing the *Tenant* that possession is being sought under the Housing Act 1988 Section 21. This notice must be issued to the *Tenant* and must be effective at least five days before the third month's consecutive *Rent* default.

Exclusions to Section 2A - Eviction

The *Insurer* shall not be liable to indemnify the *Insured* hereunder in respect of any *Claim*:

- a) arising from or connected to pursuit of the *Tenant* or the *Guarantor* for *Rent* arrears and/or mesne profits and/or dilapidations once vacant possession of the *Insured Property* has been achieved;
- b) arising from or connected to the *Insured's* performance of his obligations under the *Tenancy Agreement*;
- c) relating to the payment or non-payment of service charges as defined within the Landlord and *Tenant Act* 1985 (as amended).

Section 2B – Rent Protection

The *Insurer* agrees to indemnify the *Insured* against *Rent* arrears due from the *Tenant* under the *Tenancy Agreement* where the *Insured* has notified and is pursuing a *Claim* under Section 2A of this Policy provided that:

- a) a full month's *Rent* must be in arrears after deduction of the *Excess* (if the *Deposit* is more than the *Excess*, the cover under this Policy will pay *Rent* arrears after deduction of the balance of the *Deposit*);
- b) *Rent* is only payable during the *Period of Insurance* or until vacant possession has been gained;
- c) if the *Tenant* opts to *Claim* Housing Benefit after a *Claim* is initiated, *Rent* 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 this Policy backdated to the date that the *Insured* first notified the *Claim*. There is no cover under this Policy for any shortfall between the amount paid to the *Tenant* as Housing Benefit and the *Rent*.

Exclusions to Section 2B – Rent Protection

The *Insurer* shall not be liable to indemnify the *Insured* hereunder in respect of any *Claim*:

- a) which is not notified to the *Coverholder* within 60 days of *Rent* first being in arrears;
- b) where a *Tenant* required a *Guarantor* to obtain a *Tenant Reference* and the *Guarantor* was not correctly assigned to the *Tenancy Agreement*.

General Exclusions

The *Insurer* shall not be liable to indemnify the *Insured* hereunder in respect of:

1. any dispute arising within the first 90 days of the *Period of Insurance* if the *Tenancy Agreement* commenced before the inception date of this Policy;
2. any *HMRC Investigation* arising within the first 30 days of the first *Period of Insurance* unless it can be evidenced that the *Insured* previously held comparable *Legal Expenses* cover with another insurer immediately prior to inception of this Policy;
3. the defence of the *Insured* in civil legal proceedings arising from:
 - a. injury or disease;
 - b. loss, destruction or damage of or to *Property* (other than as specified in Section 1A);
 - c. alleged breach of any *Professional Duty*;
 - d. any tortious liability (other than as specified in Section 1A);
4. any dispute, legal proceedings or *HMRC Investigations* made, brought or commenced outside the *Territorial Limits*;
5. *Legal Expenses*, *Professional Expenses*, disbursements, or any other costs incurred without the prior written consent of the *Coverholder*;
6. any *Claim* relating to or arising from any cause, event or circumstance occurring prior to or existing at inception of this Policy and which has or which the *Insured* knew or ought reasonably to have known may

give rise to a dispute, legal proceedings or *HMRC Investigations* by or against the *Insured*;

7. fines or other penalties imposed by a court or tribunal;
8. any dispute, legal proceedings or *HMRC Investigations* in respect of which the *Insured* is, or but for the existence of this Policy would be, entitled to indemnity under any insurance policy whether a *Legal Expenses* insurance or not or under a legal aid certificate or representation order;
9. any *Claim* arising out of the deliberate, conscious, intentional or negligent disregard by the *Insured* of the need to take all reasonable steps to avoid and prevent *Claims*, disputes, legal proceedings or *HMRC Investigations*;
10. any dispute with Government or Local Authority departments concerning the imposition of statutory charges;
11. disputes between *Insureds* as specified in the Policy Schedule or any endorsement thereto, or with any parent or subsidiary company or partner;
12. any dispute between the *Insured* and the *Insurer*, the *Coverholders*, the *Appointed Representative* or the *Insured's* mortgage lender;
13. any dispute falling within the jurisdiction of the Rent Assessment Committee, the Lands' Tribunal or the Leasehold Valuation Tribunal;
14. any *Claim* where the *Insured* or his agent are in breach of Section 213 of the Housing Act 2004 (and any amending legislation) in relation to the *Deposit*;
15. any dispute or legal proceedings 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 dispute or legal proceedings arising out of or in connection with the defamation or alleged defamation of or by the *Insured*;
17. any *Legal Expenses* incurred in connection with a judicial review;
18. appeals arising out of legal proceedings or *HMRC Investigations* to which no *Insurer's* consent has been granted;
19. any *Claim*, *Consequential Loss*, 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* or *Professional Expenses* which the *Insured* should or would have had to incur irrespective of any dispute;
21. any expense, *Consequential Loss*, legal liability or any loss or damage to *Property* directly or indirectly caused by or contributed to by:
 - a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
22. any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following (including any action taken in controlling, preventing, suppressing or in any way relating to) regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - a. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

- b. any act of terrorism. For the purposes of this exclusion an act of terrorism means an act including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.
23. any *Claim* which is settled or discontinued without the *Coverholder's* written consent;
24. any *Claim* where the *Insured* has disregarded the *Coverholder's* advice to accept a *Part 36 Offer* to settle;
25. any costs that the *Insured* is ordered to pay by a court as a result of their unreasonable behaviour (as determined by the courts). Please refer to the General Conditions and Claims Conditions for details of what the *Insurer* expects the *Insured* and their *Appointed Representative* to do in the event of a *Claim*.

General Conditions

1. Arbitration

Any dispute between the *Insured* and the *Insurer* shall be referred to a single arbitrator who shall be either a solicitor or barrister agreed upon by both parties or failing agreement one who is nominated by the President of the appropriate Law Society or by the Bar Council or appropriate professional body within the *Territorial Limits*. The apportionment of the costs of the arbitration shall be determined by the arbitrator.

2. Alteration of Risk

The *Insured* must notify the *Coverholder* immediately in writing of any alteration in risk that materially affects this insurance.

3. Due Observance

The *Insured* must act with due diligence and at all times act and comply with all the terms, conditions and provisos under this Policy. The *Insured* must take all reasonable precautions to avoid and prevent *Claims*, legal proceedings and disputes.

4. Governing Law

Unless some other law is agreed in writing, this Policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which the *Insured's* main residence is situated.

5. Data Protection Act 1998

Please note that any information provided to *Us* will be processed by *Us* and *Our* agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling *Claims*, if any, which may necessitate providing such information to third parties. *We* may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area, some of which may not have equivalent Data Protection laws.

We may obtain information about *You* from credit reference agencies, fraud prevention agencies and similar organisations to enable *Us* to check *Your* credit status and identity. These agencies will record *Our* enquiries, which may be seen by other companies who make their own credit enquiries. *We* may also check *Your* details with fraud prevention agencies.

If *You* provide false or inaccurate information and *We* suspect

fraud, *We* will record *Our* concerns. *We* and other organisations may use these records to help make decisions on insurance proposals and *Claims*, prevent fraud, recover debt and check *Your* identity to prevent money laundering.

Under Data Protection legislation, *You* can ask Motorplus Limited in writing for a copy of certain personal records held about *You*. Please write to Motorplus, Kircam House, Whiffler Road, Norwich, NR3 2AL. A charge of £10 will be made.

6. Acts of Parliament

All Acts of Parliament referred to in this Policy shall include any subsequent amendments, re-enactments or regulations and equivalent legislation enforceable within the *Territorial Limits*.

Claims Conditions

1. Notification of Claims

It is a condition precedent to the liability of the *Insurer* that the *Coverholder* be notified in writing during the *Period of Insurance* as soon as reasonably practicable once the *Insured* becomes aware of any cause, event or circumstance which has given or may give rise to a *Claim*, dispute, legal proceedings or *HMRC Investigation* involving the *Insured*. Where such notification has been given, the *Insurer* agrees to treat any subsequent *Claim* in respect of the cause, event or circumstance notified as though the *Claim* had been notified during the *Period of Insurance*. The *Coverholder* will forward to the *Insured* a Claim Form which must be completed and returned immediately. Each and every claim is subject to the *Excess*.

CommercialPlus

Kircam House
Whiffler Road
Norwich
NR3 2AL

Tel: 0845 040 5833

Fax: 01603 420 010

2. Consent

It is a condition precedent to the liability of the *Insurer* that its consent to incur *Legal Expenses* or *Professional Expenses* must firstly be obtained in writing. This consent will be given by the *Coverholder* on behalf of the *Insurer* if the *Insured* can satisfy the *Coverholder* that:

- a) it is reasonable to incur *Legal Expenses* having regard to the proportionality between the remedy *Claimed* and the *Legal Expenses* to be incurred; and
- b) i. where the *Insured* is pursuing, that there are reasonable prospects of proving the other party's legal liability and of recovering the damages claimed or other legal remedy sought; or
- ii. where the *Insured* is defending, that the other party does not have reasonable prospects of proving the *Insured's* legal liability; or
- iii. in respect of a criminal prosecution where the *Insured* pleads guilty, that there is a reasonable prospect of a significant mitigation of the *Insured's* sentence or fine.

If during the course of a *Claim* the *Insured* ceases to satisfy the *Coverholder* in respect of a) or b) above, indemnity will be withdrawn in respect of *Legal Expenses* and *Professional Expenses*. The decision to grant consent or to withhold it will be taken on receipt of:

- a fully completed Claim Form;
- the information and documentation the *Coverholder* reasonably requests;
- a legal opinion from the *Appointed Representative* as to a) and b) above;

- any advice the *Coverholder* may deem it necessary to take; and
- evidence of the *Tenant Reference* checks made immediately before the commencement of the *Tenancy Agreement*.

With the agreement of the *Insured*, the *Coverholder* may provide assistance in settling disputes, the costs of which will be covered under this Policy subject to the payment of the *Excess* within the *Limits of Indemnity*. The *Coverholder* at its discretion may require the *Insured* to obtain an opinion from Counsel at the *Insured's* expense as to the merits of the subject matter of the *Claim* such opinion to have regard to the same issues that the *Coverholder* has in assessing the merits of any legal action. If based upon such opinion the *Coverholder* is satisfied in respect of a) and b) above the *Legal Expenses* and *Professional Expenses* in obtaining that opinion will be paid by the *Insurer* within the *Limits of Indemnity*. In granting its consent the *Insurer* undertakes to provide indemnity to the *Insured* subject to the terms and conditions of this Policy and its Schedule but such consent does not imply that all *Legal Expenses* or *Professional Expenses* will be paid. In particular *Legal Expenses* or *Professional Expenses* for matters that go beyond the immediate scope of the *Claim* shall be deemed by the *Insurer* to fall outside the indemnity provided by this Policy.

The *Coverholder* reserves the right to limit its consent by time and/or financial amount of *Legal Expenses* or *Professional Expenses* and/or stage of proceedings to allow for a review of their continued consent. If after consent has been granted it is shown that the *Claim* has not been brought within the terms and conditions of this Policy and its Schedule the *Coverholder's* consent will be withdrawn and no indemnity shall be provided. The *Insurer* shall be entitled to recover any *Legal Expenses* and *Professional Expenses* previously paid. If the *Insured* elects to proceed with the pursuit or defence of a dispute or legal proceedings to which the *Coverholder's* consent has been refused through lack of reasonable prospects as required in b) i. to iii. above and if the *Insured* is successful in such pursuit or defence, the *Insurer* will pay *Legal Expenses* or *Professional Expenses* incurred after such consent had been refused subject to the terms and conditions of this Policy.

3. Instruction and choice of Appointed Representative and Counsel

The *Coverholder* will choose an *Appointed Representative* to act on behalf of the *Insured* in any *Claim* under certain Sections as specified in the Policy Schedule. Where recourse is necessary to a lawyer and proceedings are issued, the *Insured* is free to choose an *Appointed Representative* to act in the name of and on behalf of the *Insured* in any legal proceedings to which the *Coverholder* has consented. The name and address of the *Appointed Representative* the *Insured* proposes to instruct must be notified to the *Coverholder* in writing. The *Coverholder* will accept such nomination provided the *Coverholder* is satisfied the proposed *Appointed Representative* will co-operate and enable the *Insured* to comply with the terms and conditions of this Policy and the *Coverholder's* standard terms of engagement (a copy of which may be requested from the *Coverholder* at any time) in force at the date the *Claim* is accepted by the *Coverholder* in regard to the particular legal proceedings and with particular regard to Claims Condition 5 below.

In all other *Claims* the *Coverholder* will choose the *Appointed Representative* subject to the *Excess*. A dispute arising from the *Insured's* choice may be referred to Arbitration in accordance with General Condition 1. The *Insured* must not, without the written consent of the *Coverholder*, enter into any agreement with the *Appointed Representative* as to the basis of calculation of *Legal Expenses*. The *Coverholder* may withdraw consent previously given at any time.

In selecting the *Appointed Representative* the *Insured* shall have regard to its duty to minimise the cost of any *Claim* or legal proceedings. In all cases the *Appointed Representative* shall be appointed in the name of and on behalf of the *Insured*. If in the course of any *Claim* or legal proceedings the *Appointed Representative* wishes to instruct Counsel or an expert, Counsel's or the expert's name and an explanation of the necessity for such instruction must be submitted to the *Coverholder* for consent to the proposed instruction and fee of Counsel or such expert which will not be unreasonably withheld.

4. Disclosure

It is a condition precedent to the *Insurer's* liability that:

- The *Insured* must give the *Appointed Representative* and the *Coverholder* all necessary help and information including a complete and truthful account of the facts of the case and all relevant documentary or other evidence in the *Insured's* possession. The *Insured* must provide, obtain or execute all documents as necessary and attend meetings or conferences as requested.
- The *Coverholder* is entitled to receive from the *Appointed Representative* and *Insured* any information, document or advice in connection with any *Claim* and the subject matter of any *Claim* even if privileged. In addition the *Insured* must instruct the *Appointed Representative* to provide the *Coverholder* with regular updates on the progress of the subject matter of any *Claim* and inform the *Coverholder* immediately if and when any circumstance adversely impacts the factors taken into account in granting the *Coverholder's* consent. On request the *Insured* will give to the *Appointed Representative* any instructions necessary to secure the required access.

Indemnity may be withdrawn if the *Insured* fails to co-operate at all or within a reasonable time with the *Coverholder's* or the *Appointed Representative's* requests.

5. Payment of Legal Expenses or Professional Expenses

All bills for *Legal Expenses* or *Professional Expenses* which the *Insured* receives from the *Appointed Representative* should be forwarded to the *Coverholder* without delay. If the *Coverholder* so requires the *Insured* must ask the *Appointed Representative* to submit the bill of costs for consideration by the *Coverholder's* costs lawyer or costs draughtsman or for assessment or certification by the appropriate Law Society, court or tribunal. The *Insured* is responsible for payment of all *Legal Expenses* or *Professional Expenses*. The *Insurer* may settle these direct if requested by the *Insured* to do so. The payment of some *Legal Expenses* or *Professional Expenses* does not imply that all *Legal Expenses* or *Professional Expenses* will be paid.

6. Offer of Settlement

It is a condition precedent to the liability of the *Insurer* that the *Insured* must inform the *Coverholder* in writing as soon as an offer to settle the subject matter of the *Claim* is received and/or the *Insured* proposes to make an offer of settlement. In any settlement, the *Insured* must have regard to *Legal Expenses* or *Professional Expenses* incurred or likely to be incurred and the recovery thereof. No indemnity will be provided if the *Insured* enters into any agreement to settle without the prior written consent of the *Coverholder* (such consent not to be unreasonably withheld) and the *Insurer* shall be entitled to recover any *Legal Expenses* or *Professional Expenses* previously paid. If the *Insured* unreasonably rejects an offer of settlement which the *Coverholder* has recommended should be accepted or makes an offer which the *Coverholder* has not agreed is made no further indemnity shall be provided. The *Insurer* may at its absolute discretion decide to pay the *Insured*

the amount of damages that the *Insured* is claiming or is may at its absolute discretion decide to pay the party claiming against the *Insured* the amount of damages they are claiming instead of indemnifying the *Insured* for *Legal Expenses* or *Professional Expenses*. Where the *Insurer* exercises this discretion the *Insurer* will cease to be liable for any further *Legal Expenses* or *Professional Expenses*.

7. Recovery of Costs

Whenever the *Insured* is awarded costs or under the terms of any settlement where costs are included, those costs are to be repaid to the *Insurer*. The *Insured* and their *Appointed Representative* must make every effort to make a full recovery of costs. Where a settlement purports to be a global or a without costs settlement or where costs are awarded but not recovered, the *Insured* agrees that a fair and reasonable proportion of that settlement will be deemed costs and due to the *Insurer*. Where such a settlement is paid in instalments all costs to the *Insurer* shall be paid first.

8. Appeal Procedure

If, following legal proceedings to which the *Coverholder* has consented, the *Insured* wishes to appeal against the judgement or decision of a court or tribunal, the grounds for such appeal must be submitted to the *Coverholder* through the *Appointed Representative* immediately or as soon as practicable so that the *Coverholder* may consider whether to consent to such further action. If an appeal is lodged against a judgement or decision of a court or tribunal made in favour of the *Insured* following legal proceedings to which the *Coverholder* has consented, the *Insured* must notify the *Coverholder* immediately in order that cover shall continue. The *Coverholder* will inform the *Appointed Representative* of its decision. If the *Coverholder* requires, the *Insured* must co-operate in an appeal against the judgement or decision of a court or tribunal.

9. Duty to Minimise

The *Insured* must take all reasonable precautions to avoid and prevent *Claims*, *HMRC Investigations*, legal proceedings and disputes. The *Insured* must use every endeavour and take all reasonable measures to minimise the cost and effect of any *Claim*.

10. Fraudulent Claims

If the *Insured* makes any request for payment under this Policy knowing it to be fraudulent or false in any respect or ought reasonably in the circumstances to know it to be fraudulent or false or where there is collusion between any parties to the dispute, this Policy shall become void and any premiums paid hereunder shall be forfeited and *We* shall be entitled to recover any monies previously paid. *We* may also share this information with the appropriate law enforcement authorities.

11. Insolvency or Liquidation of the Insured

If the *Insured* becomes insolvent or is placed in liquidation, receivership, administration or bankruptcy or enters into a voluntary arrangement or deed of arrangement or if any application is made to the court or meeting convened for any such purpose, the *Insurer* has the right to immediately cease to provide indemnity for *Legal Expenses* and *Professional Expenses* notwithstanding any previous consent the *Coverholder* may have granted.

12. Value Added Tax

If the *Insured* is registered for VAT, the *Insurer* will not pay the VAT element of any *Legal Expenses* or *Professional Expenses*.

Complaints Procedure

It is the intention to give *You* the best possible service but if *You* do have any questions or concerns about this insurance or the handling of a *Claim* *You* should in the first instance contact:

The Nominated Complaints Handler

Qdos Broker & Underwriting Services Limited
Qdos Court
Rossendale Road
Earl Shilton
Leicestershire
LE9 7LY

Tel 01455 850000
Fax 01455 841000
Email compliance@qdosconsulting.com

Please ensure *Your* policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, *You* have the right to make an appeal to the Financial Ombudsman Service. This also applies if *You* are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. *You* may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service

South Quay Plaza
183 Marsh Wall
Docklands
London
E14 9SR

Tel: 0845 080 1800
Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to *Your* statutory rights as a consumer. For further information about *Your* statutory rights contact *Your* local authority Trading Standards Service or Citizens Advice Bureau.

Financial Services Compensation Scheme

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme. *You* may be entitled to compensation from the scheme in the event that Ageas Insurance Limited cannot meet its obligations. This depends on the type of business and the circumstances of the *Claim*. Most insurance contracts are covered for 90% of the *Claim* with no upper limit. *You* can obtain further information about compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk.

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