



POLICY DOCUMENT

RENT SHIELD INSURANCE





Welcome to the Husmus family

Thank you for choosing us

In this booklet, you'll find everything you need to know about the cover you have subscribed to –including what is covered and what isn't – so please keep it safe along with your summary email.

Husmus Rent Shield is an annual insurance subscription. By choosing this product you agree to pay for your insurance by recurring payment from your credit or debit card. Your insurance premium will automatically continue each month or year unless you tell us otherwise. Don't worry, you will always receive advanced notice of your premium renewal.





Table of Contents

04	Policy Summary	13	General T&Cs
05	Important Information	18	Further Information
06	What is Covered	21	How to make a complaint
09	What is Not Covered	22	Definitions
12	Making a Claim		





Policy Summary

We want to make sure **you** know what **you're** getting for **your** payment, so **we** did **our** best to make this policy summary short and easy to understand. Please take a few minutes to read through.

What is covered? When?

Essential Cover

This policy covers **your** rental home for the following: 24/7 legal help line, rent owed should **your tenant(s)** stop paying, legal representation for pursuing any unpaid rent or physical damage to **your** rental home for any tenants listed on the **tenancy agreement**, **your** legal defence if **you** are prosecuted in criminal court during **your** landlording duties, and hotel expenses while you are trying to regain possession of **your** rental home to live in it.

Plus cover

Up to £5,000 in damages to the home or its contents made by the registered **tenant** or a resident member of their household named on the tenancy.

Premium cover

A resolution period of up to 2 months of unpaid **rent** when the registered **tenant** cannot afford to pay due to a **loss of income**. No eviction will be sought.

For how much?

If your tenant(s) stop paying rent

We provide coverage worth up to £2,500 per month for up to 12 months.

If you need legal representation

We provide a maximum of £100,000 to chase up tenant debts and/or cover your legal defence.

If you have hotel expenses

We provide up to £50 per day for a maximum of £1,500.

If things go wrong

To begin a claim, kindly log it via your Husmus account on the website. **You** can find more information on how to do this at husmus.net/faq. The documents you will need to provide are listed in How to claim section for this document.

You must submit your claim to us within 45 days from the event.





Important Information

You must read this document and **your** policy summary email together. Please check these documents carefully to make certain they give **you** the cover **you** want.

This policy is evidence of a legally binding contract of insurance between you (the insured) and us (Financial & Legal Insurance Company Limited). We rely upon:

- The information you provided or which has been provided on your behalf when you took out insurance with us, and
- Any other information given by you or on your behalf in the formation and throughout the duration of the contract.

You must read this policy and schedule together. Please check these documents carefully to make certain they give you the cover you want.

We agree to insure you under the terms, condition(s) and exceptions contained in this policy or in any endorsement applying to this policy. The insurance provided by the policy covers legal expenses arising from certain events that may occur within England, Wales, Scotland and Northern Ireland during any period of insurance for which you have paid, or agreed to pay the premium.

Nobody other than you (the insured person) and us (Financial & Legal Insurance Company Limited) has any rights that they can enforce under this contract of insurance and it cannot be assigned to any other party.



What is covered

24/7 Free legal advice service

The helpline only provides free legal advice for your personal legal issues, it is not intended to replace the services of a solicitor, but rather to assist you to identify the legal issues at hand, consider their legal rights and what courses of action are available to them and whether they need to consult a solicitor. The free legal advice helpline will provide general advice only and cannot assist with complex legal matters which may require the review of documentation or specific legislation.

General advice may be limited to signposting and referring you to other appropriate agencies, or recommending a specialist solicitor for further assistance, which may include considering policy cover under this insurance.

To use the 24/7 free legal advice helpline, you must have your policy number and name of the organisation who sold you this insurance, detailed on Page 1 of this document, and call Tel: 0333 4008217

Please note that in some cases, depending on the type of advice required and time of call, a call back may need to be arranged.

Using the helpline service, does not constitute notification of a claim which must not be delayed whilst using the free legal advice helpline.

Please refer to the Making a claim section, delays in making a claim may reduce or prevent you from receiving assistance under the policy.

You must not rely on the free legal advice instead of reporting a claim. We/the administrator cannot be held responsible if any of the Helpline Services become unavailable for reasons outside of our control.

Section 1. Pursuit What is insured?

The claims handling company will negotiate for your legal rights:

- after an incident of physical damage to your property. The amount in dispute must be more than the security deposit or £1,000, whichever is the greater.
- in trying to get possession of your property that you have let under a tenancy agreement. You must be trying to get possession under:
 - Schedule 2, Part I (Grounds 1 to 8) of the Housing Act 1988; or
 - Schedule 5, Part I (Grounds 1 to 8) of the Housing (Scotland) Act 1988; or



- Section 21 or Section 8 of the Housing Act 1988 including the Accelerated Possession procedure; or
- Section 33 Housing (Scotland) Act 1988.

You must give the tenant correct notices telling him or her that you want possession of your property.

- to evict anyone (including squatters) in your property who has not got your permission to be there.
- to recover any rent your tenant owes you for your property up to vacant possession.

Section 2. Legal Defence

What is insured?

The claims handling company will defend your legal rights if an incident arising from you letting your property leads to you being prosecuted in a criminal court

Section 3. Hotel Expenses

What is insured?

The claims handling company will pay up to £50 per day up to the limit of cover for hotel expenses, where no other alternative accommodation is available, while you try to get a possession order for your property so you can live in it.

Section 4. Rent Guarantee

What is insured?

Any rent that is one month or more outstanding that your tenant owes you up to vacant possession under a tenancy defined in Section 1b (i) of this policy.

Provided that such arrears occur during the tenant's occupation of your property and we are providing cover under Section 1 of this policy for you to get repossession of your property.

No payments will be made in respect of rent arrears until the tenant is at least one month in arrears and we/the administrator have accepted your claim to evict the tenant due to rent arrears.

We/the administrator shall be entitled to take over and conduct in your name the defence or settlement of any claim, or to prosecute for our own benefit any claim for indemnity or damage or otherwise, and shall have full discretion in the conduct of proceedings or in the settlement of any claim. You will give us all such information and assistance as we/the administrator may require.

You shall not be able to use:

- Schedule 2, Part I, Ground 8 of the Housing Act 1988 (as amended), to seek possession of your property until two months' rent is owed to you;
- Schedule 5, Part I, Ground 8 of the Housing (Scotland) Act 1988 (as amended) to seek possession of your property until three months' rent is owed to you.

What is not insured?

We shall not be liable for:

- more than the maximum monthly rent payments of £2,500 for 12 months;
- any advance amounts or deposits paid to you by the tenant that are not required for the repair of dilapidations. Receipts may be offset against settlement of a claim



Your responsibility

You must take reasonable care to:

- supply accurate and complete answers to all the questions asked as part of your application for cover under the policy
- to make sure that all information supplied as part of your application for cover is true and correct
- tell us of any changes to the answers you have given as soon as possible.

If any information you provide is not accurate and complete, this may mean your policy is invalid and that it does not operate in the event of a claim or we may not pay any claim in full. If you become aware that information you have given us is inaccurate or has changed, you must inform us as soon as possible.

Fraud

You must not act in a fraudulent way. If you or anyone acting for you:

- fails to reveal or hides a fact likely to influence whether we accept your proposal, your renewal, or any adjustment to your policy;
- fails to reveal or hides a fact likely to influence the cover we provide;
- makes a statement to us or anyone acting on our behalf, knowing the statement to be false;
- sends us or anyone acting on our behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage you caused deliberately or with your knowledge;

If your claim is in any way dishonest or exaggerated, we will not pay any benefit under this policy or return any premium to you and we may cancel your policy immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against you and inform the appropriate authorities.



What is not covered

Any compensation, penalty or taxes. Claims:

- reported to us after the period of insurance expires;
- where your delay during the period of insurance in telling us of an event has prejudiced our position;
- arising from an event which happens, or a series of events which starts, before the start of the period of insurance;
- arising from any event which happens outside the territorial limits;
- where before the start of the period of insurance in our opinion the insured was aware, or should have been aware, that a claim was likely to be made;
- relating to registering rents, buying the freehold of your property or any matter which relates to rent tribunals, land tribunals or rent assessment committees unless you are defending an action brought against you by your tenant;
- relating to anyone including any government, public or local authority legally taking your property from you;
- relating to any works by or under the order of any government, public or local authority;
- relating to the settlement payable under an insurance policy;
- that is false or fraudulent.





Any claim concerning or arising from:

- anything to do with building, rebuilding, converting or extending all or part of a building;
- town and country planning laws and regulations;
- subsidence, land heave, land slip, mining or quarrying;
- an alleged dishonest or malicious act by you;
- a dispute between you and us about this legal expenses cover;
- any application for judicial review;

Any claim directly or indirectly caused by or contributed to or arising from:

- Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority
- Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- Any direct or indirect consequence of:
 - Irradiation, or contamination by nuclear material; or
 - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.



Excluded costs

- Costs incurred prior to written confirmation from us or the administrator that the claim has been accepted or professional fees beyond those for which the administrator have given our prior approval in accordance with the terms and conditions of the cover;
- Costs relating to any disagreement with your tenant when the event is within the first 125 days of the start of the period of insurance and the tenancy agreement started before the start of the period of insurance;
- Costs you pay or agree to pay before the administrator have accepted your claim in writing and your solicitor confirms in writing that he or she will co-operate with you to keep to the terms of this legal expenses cover;
- Costs in excess of those agreed by the administrator



Making a Claim

You must submit your claim to us within 45 days from the date of event, and within the period of insurance, giving us as much information as you can about what has happened to bring about the claim.

If the claim is accepted, the claim will be handled by the claims handling company or other suitably qualified representatives to act on behalf of the insured person.

You will find specific instructions on to do this at www.husmus.net/faq.



01

Log into your account on husmus.net and navigate to 'My Cover'



02

Click on 'Make a Claim' and answer the questions asked



03

Provide the required evidence to support your claim (see below)

Evidence List

In order to claim under this policy we will require the following information:

- Completed online claim form
- A copy of the tenancy agreement;
- Copies of any notices and correspondence which has been exchanged including attempts of reaching a compromise with a tenant that would alleviate the financial pressure on both parties;
- Confirmation that any deposit taken has been properly protected in accordance with the relevant legislation or is insured under a deposit replacement policy or scheme.
- An up to date rent schedule;
- A copy of the inventory of contents and conditions of the property;
- Evidence that the How to Rent guide has been issued to the tenant prior to the tenancy agreement
- Copy of the Gas Safety Certificate and confirmation this was provided to the tenant at the start of the tenancy (where applicable);
- Copy of the EPC and confirmation this was provided to the tenant at the start of the tenancy



General policy terms and conditions

All tenants responsible for the payment of rent in the rental home covered by this policy be fully referenced and have passed the relevant checks undertaken by Husmus in order to establish they are able to meet the tenancy terms. A formal Tenancy Agreement must be in place and the first month's rent and deposit (if applicable) received and cleared prior to your tenants moving into the rental home.

Alternative Tenant Check Requirements

Where the Tenant(s) have been resident in the Insured property for less than three years, for there to be a valid claim under the Policy, it is a requirement that, prior to the commencement of any tenancy agreement relating to an Insured Property, You must obtain (and provide evidence to Us at the point of claim) for each Tenant and Guarantor (if applicable) the following:

a) A satisfactory credit reference check to include the Enforcement of Judgments Office, County Court Judgments (CCJ's) and bankruptcy against the Tenant and Guarantor (if applicable) from a licensed credit referencing agency or from a licensed credit firm. The credit reference check must have been carried out within forty five days prior to commencement of the Tenancy Agreement. The satisfactory credit reference check must be clear of CCJ's (last three years and none outstanding), show no previous bankruptcies and provide confirmation that the Tenant meets the applicable criteria of the credit referencing agency as a suitable Tenant.

b) Where the Tenant or Guarantor is employed, confirmation from their employer confirming their gross annual salary and that they have been employed with the company for over 6 months.

c) Where the Tenant or Guarantor is self-employed or they derive their income from an Other Income Source, the last 2 years tax returns confirming profit, three months personal bank statements showing earnings and a letter from their accountant confirming their current business income.

d) In all circumstances, the Tenant's or Guarantor's salary or Other Income Source must meet all the requirements of the Affordability Test;



Where the Tenant(s) have been resident in the Insured property for more than three years, for there to be a valid claim under the Policy, it is a requirement that Your Tenant(s) have consistently paid the rent when due during the three year period and that there are no rent arrears, prior to the start of the Period of Insurance.

For there to be a valid claim under the policy You will be required to provide evidence to Us of three years rental payments prior to the start of the Period of Insurance demonstrating that Your Tenant has consistently paid the rent when due and that there were no rental arrears

1. Your responsibilities and required actions

You shall:

- ensure that you comply with the requirements of any statutory tenancy deposit scheme if a deposit is taken;
- ensure that all statutory requirements are complied with regarding the issue and service of notices of intention to take proceedings;
- ensure that all pre-agent notices and pre-proceeding notices are served personally with the person serving the notice if possible retaining a copy of the notice duly signed and dated by way of receipt by the recipient(s) of the notice;
- prepare prior to the start of the tenancy a detailed inventory allowing space for comments to be made as to the condition of the items in the inventory on check in and comments to be made later on at check out of your property;
- as soon as possible after a tenant has checked out or has otherwise vacated your property, prepare a detailed Schedule of Dilapidations;
- keep clear up-to-date rental records;
- ensure that where a tenant makes payment of rent that such payment is only received on the express understanding that it is being taken on account of the longest outstanding sum of arrears that are then due and that it is received without prejudice to any termination notice and/or to any proceedings taken pursuant thereto. Where the tenant is a company the professional adviser's advice must be taken before any arrears of rent are accepted;
- send a letter implying legal action within 45 days of rent falling into arrears

2. Premium

The policyholder named in the schedule must have paid the relevant premium and have been declared to us as having done so.



3. Appointment of professional adviser

At any time before the claims handling company agrees that legal proceedings are necessary, the claims handling company will choose a professional adviser to act for you. If or when legal proceedings have been agreed by us, you may nominate your own professional adviser whose name and address you must submit to us. In selecting your professional adviser you shall have regard to the common law duty to minimise the cost for your claim. Any dispute arising from this shall be referred to Arbitration in accordance with the policy conditions.

When you have elected to use your own nominated professional adviser you will be responsible for any professional fees in excess of our standard professional fees. If you discontinue your instructions to your professional adviser without our prior written permission, our cover will stop at once and we may recover any costs already paid back from you.

4. Conduct of your claim

If you are using your own professional adviser, you must immediately tell them to:

Provide us, as soon as possible, with:

- their views on the merits of your claim; and
- their hourly rate and estimate of total costs of pursuing or defending your claim (though we will not pay in excess of our standard professional fees, as explained above); and
- any information, document or file (including your professional adviser's files) relating to your claim, whether or not privileged, that we/the administrator may ask for.

Keep us fully updated during your claim

- on the progress of your claim, including any offers to settle; and
- of any change in their views on the merits of your claim; and
- of any change to their estimate of costs.

5. Co-operation with us and your professional adviser

You will co-operate with:

- us at all times and reply promptly to any correspondence about your claim; and
- your professional adviser at all times, provide them with all the information that they need and attend meetings and hearings whenever you are asked to.

6. Investigation and payment of your claim:

We, the administrator or our agents, may investigate your claim. In our absolute discretion, we may pay you an amount equal to our estimate of the value of your legal claim, or that made against you, instead of providing cover for your costs. If you or any



person acting on your behalf submits a claim or makes a request for payment, knowing, or where you should have known it to be false, fraudulent or exaggerated, then this policy will become void, no premium will be refundable and we shall be entitled to recover any monies previously paid to you. We/the administrator may also share this information with the appropriate law enforcement authorities.

7. Settlement

You or your professional adviser must immediately write to tell us of any offer made to settle your claim including offers relating to costs. You must not accept any offers without getting our permission first. We/the administrator will not withhold our consent in relation to an offer that a professional adviser would recommend to a private client who is paying his or her own fees.

If you do not accept an offer we/the administrator consider to be fair, we will not pay any further costs.

8. Withdrawing and discontinuing

If you withdraw from or discontinue (stop) your claim without getting our permission in writing first then we will not pay costs and will be entitled to recover from you any fees and payments made or charged before the withdrawal or discontinuance. We/the administrator will not withhold our permission in relation to a withdrawal or discontinuance that a solicitor would recommend to a private client who is paying his or her own fees.

9. Assessment and recovery of costs

You must, if the administrator asks you, tell your professional adviser to send all of their files and any bill of costs for assessment by a court or certification by the appropriate professional body or auditing by cost consultants appointed by us.

You must:

- take steps to recover costs awarded or agreed to be paid to you; and
- immediately pay us costs recovered, or tell your professional adviser to do so.

If you pay or agree to pay costs above the limit of cover in order to end your case, any costs awarded or agreed to be paid to you will be divided between us and you to reflect the proportion of costs that both we and you have paid or, but for the recovery of costs from your tenant(s), would be liable to pay. You will pay us or tell your professional adviser to pay to us the amount that is due to us immediately.

10. Agreement

We are not bound by any agreement that you or your professional adviser make without our prior approval or permission



11. Waiver

If we waive(s) any right or breach of any term of this policy, this will not waive any other right or later breach

12. Transferring your rights

You cannot transfer your rights under this policy. A person, partnership (whether limited or not) or company who is not a party to this policy has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

13. Cancellation

If you decide that for any reason, this policy does not meet your insurance needs then please contact Husmus to cancel within 14 days from the day of purchase or the day on which you receive your policy documentation, whichever is the later. On the condition that no claims have been made or are pending, your broker / agent will then refund your premium in full.

If you wish to cancel your policy after 14 days, you will be entitled to a pro-rata return of premium unless a claim has been commenced by you.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to you at your last known address. Valid reasons may include but are not limited to:

- Where we/the administrator reasonably suspect fraud
- Non-payment of premium
- Threatening and abusive behaviour by you
- Non-compliance with policy terms and conditions
- You have not taken reasonable care to provide accurate and complete answers to the questions your broker / your agent asked.

If we cancel the policy and/or any additional covers you will receive a refund of any premiums you have paid for the cancelled cover, less a proportionate deduction for the time we have provided cover.

Where our investigations provide evidence of fraud or misrepresentation, we may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when you provided your administrator / your agent with incomplete or inaccurate information. This may result in your policy being cancelled from the date you originally took it out and we will be entitled to keep the premium.

If your policy is cancelled because of fraud or misrepresentation, this may affect your eligibility for insurance with us, as well as other insurers, in the future.



Further Information

Governing Law

This policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England

Arbitration/Mediation

A dispute between you and us may arise, which may be referred to an arbitrator, who shall be either a solicitor or a barrister who you and we/the administrator agree on in writing. If an arbitrator cannot be agreed then an arbitrator will be appointed by the authorised body identified in the Arbitration Act 1996 and its amendments and/or replacement legislation. The decision of the arbitrator shall be final and binding on both parties and he or she will decide who should pay the costs of the arbitration. If costs are awarded against you, they are not covered under this policy. This arbitration condition does not affect your rights to take separate legal action.

If a disputed claim is not referred to arbitration within 12 months of your claim being turned down, we will treat the claim as abandoned.

Data Protection

Financial & Legal Insurance Company Limited and Husmus Ltd are the data controllers (as defined by the Data Protection Act 1998 and all applicable laws which replace or amend it, including the General Data Protection Regulation) who may collect and process your personal information.

For full details of what data we collect about you, how we use it, who we share it with, how long we keep it and your rights relating to your personal data, please refer to both the [Husmus Privacy Notice](#) and [FLI Privacy Notice](#) which is available on our website.

To contact FLI:

Write to: Data Protection, Financial & Legal Insurance Company Limited, Cheadle Royal Business Park, No 1 Lakeside, Cheadle, SK8 3GW

Email: info@financial&legal.co.uk



Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we are unable to meet our obligation to you under this contract.

Further information can be obtained from the Financial Services Compensation Scheme, PO Box 300, Mitcheldean GL17 1DY.

Tel: 0800 678 1100 (Freephone) or 020 7741 4100 (international callers will incur charges).

Website: www.fscs.org.uk



About This Insurance

This Landlords Legal Expenses & Rent Guarantee Insurance policy has been arranged and administered by Husmus Ltd (Husmus) and underwritten by Financial & Legal Insurance Company Limited (F&L).

Husmus is registered in England and Wales under company number 11517165. Registered office: 13 Freeland Park, Wareham Road, Lytchett Matravers, Poole, BH16 6FA.

Husmus are an appointed representative of Xact Risk Solutions Limited who is authorised and regulated by the Financial Conduct Authority (FCA), reference number 590914. Xact Risk Solutions Ltd registration number in England is: 08142321. Registered office 1 Westferry Circus, Canary Wharf, London, E14 4HD.

Financial & Legal Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under firm reference number 202915. You can check this on the Financial Services Register by visiting <https://register.fca.org.uk>.

F&L is registered in England under Company No. 03034220. Registered address: 5400 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GQ.





How to make a complaint

Our mission is to financial stability to housing. We understand that sometimes things go wrong and when they do, we aim to fix them as soon as possible.

If you do wish to complain, follow the complaints procedure below. Our complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact your local Citizens Advice Bureau.

About the sale of the policy, the policy conditions or Husmus' service

In the first instance, please contact Husmus:

- Via our chatbot
- Email us at hello@husmus.net

If your complaint relates to a claim or insurance coverage, we will see that it reaches the Claims Administrators or underwriters respectively.

About a claims decision

If you do have any questions, concerns or complaint about the handling of a claim you should contact Husmus at complaints@husmus.net

If you are not satisfied with the final response

If you are not satisfied with the final response you receive from us, you might be entitled to complain to the Financial Ombudsman Service (FOS). There is more information about the FOS at www.financial-ombudsman.org.uk.

If you live in England, Scotland, Wales, Northern Ireland or the Isle of Man:
Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Tel: 0800 0234 567 (calls to this number are free on mobile phones and landlines).
Tel: 0300 1239 123 (calls to this number cost no more than calls to 01 and 02 numbers).
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

If you live in the Channel Islands:
Channel Islands Financial Ombudsman, PO Box 114, Jersey, Channel Islands, JE4 9QG

Jersey Tel: +44 (0)1534 748610
Guernsey Tel: +44 (0)1481 722218
International Tel: +44 1534 748610



Definitions

Administrator	Husmus Ltd.
Claims handling company	Financial and Legal Insurance Company Limited.
Computer Virus	a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature
Insured / you /your	the person(s) named as insured in the policy summary section of this insurance
Insured event(s)	<ul style="list-style-type: none"> • an incident or the first of a series of incidents where the tenant(s) fails to perform their obligations set out in the tenancy agreement relating to their rightful occupation of the insured property. • you discover that someone is living in your property without your permission.
Legal Proceedings	the pursuit of losses covered by the policy that may be pursued in a court of law within the territorial limits or the defence of criminal proceedings
Limit of cover	<p>the most we will pay for any claim under this policy. This can come from one or more insured events occurring at the same time, in the same place or from the same cause;</p> <p>Sections 1 and 2: £100,000; Section 3: £1,500; Section 4: Rent Guarantee: up to £2,500 per month for a maximum of 12 months</p>
Period of insurance	the period for which we have agreed to cover you and for which you have paid the premium as detailed on the policy summary section of this insurance
Professional adviser	a solicitor, counsel, claims handler or mediator, or other appropriately qualified person appointed and approved by us under the terms and conditions of this policy to represent your interests



Professional fees	<p>legal fees and costs reasonably and properly incurred by the professional adviser, with our prior written authority including costs incurred by another party for which you are made liable by Court Order, or may pay with our consent in pursuit of a civil claim in the territorial limits arising from an insured event.</p> <p>Professional fees will include VAT where it cannot be recovered. This includes disbursements as long as these are in respect of services supplied by a third party, that the services are distinct and separate from the services supplied by the professional adviser and that our prior permission has been obtained prior to incurring any disbursement cost in excess of £100 including VAT</p>
Property	<p>the private dwelling including garages outbuildings and fixtures and fittings all used solely for domestic purposes and comprised in the tenancy</p>
Prospects of success – in our opinion	<p>it is more probable than not, i.e. a greater than 50% chance, that your claim will succeed assuming it is determined at a final hearing and you will be able to obtain the compensation or result you are seeking; and your interests cannot be better achieved by other means;</p>
Standard professional fees	<p>the level of professional fees that would normally be incurred by us in using a nominated professional advisor of our choice, which currently is currently set at an hourly rate of £100+ VAT</p>
Tenant	<p>the individual(s) entitled to the tenancy of the property</p>
Tenancy agreement	<ul style="list-style-type: none"> • a written contract between you and the tenant which is an Assured Shorthold Tenancy Agreement within the meaning of the Housing Acts 1988 and 1996, or a Short Assured Tenancy or an Assured Tenancy as defined in the Housing (Scotland) Act 1988, or a tenancy agreement in which the tenant is a limited company. • In Northern Ireland the agreement between you and the tenant to let the property must not be a Protected Tenancy or a Statutory Tenancy within the meaning of the Rent (NI) Order 1978, nor a Protected Shorthold Tenancy within the meaning of Housing (NI) Order 1983, or a tenancy agreement in which the tenant is a limited company, or a tenancy agreement or lease of a commercial premises. Or any other residential tenancy; or any subsequent or superseding legislation that does not diminish your rights as a landlord.
Territorial limits	<p>The United Kingdom (meaning England, Scotland, Northern Ireland, Wales)</p>



Unoccupied not lived in by you or a person authorised by you

Insurers / We / Us /
Our Financial & Legal Insurance Company Limited

Your property the property to be insured. If there is more than one property, the policy limits and exclusions apply separately to each property in the same way as if each had been insured by a separate policy