GOODLORD LANDLORD RENT PROTECTION AND LEGAL EXPENSES INSURANCE POLICY WORDING

goodlord

Powered by elevate Specialty

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HOW TO USE THIS POLICY

Thank **You** for purchasing Goodlord Rent Protection and Legal Expenses Insurance.

Your cover provides Legal Expenses and Rent Protection in connection with residential Tenancies that **You** manage as an Agent. It is designed to help protect **Your Landlord**s' interests when things go wrong with a **Tenancy Agreement** - for example when rent is unpaid, when the **Landlord** needs to recover possession of the **Insured Property**, or when a dispute arises with a **Tenant** or another party linked to the letting.

This document explains the full scope of the cover, the circumstances in which the **Insurer** will and will not pay a claim, and the steps **You** must take for cover to apply.

If **You** become aware of a situation that might lead to an Insured Event under this policy, **You** should contact us as soon as possible. Details of how to get in touch and how to make a claim are set out in the "How to make a claim" section of this document.

The different Insured Events that **You** can claim under, together with the limits, conditions and any special exclusions that apply to each, are set out in the Cover section of this Policy. The General Exclusions that apply to all Insured Events are set out in the General Exclusions section.

We have tried to make this Policy as easy to follow as possible, but some words and phrases have a specific meaning when they appear in bold. These defined terms are explained in the **Definitions** section at the beginning of this document. Please read these definitions carefully, as they form part of **Your** Policy and will help **You** understand how the cover operates.

ABOUT US

Elevate Specialty Limited ('**Elevate**') is the provider of **Your** insurance policy. **Elevate** Specialty Limited is registered in England number 15651787 (Reference Number 1022230). Registered address: 4th Floor, 107 Fenchurch Street, London, England, EC3M 5JF. **Elevate** Specialty Limited is an Appointed Representative of Advent Solutions Management Limited. Advent solutions Management Limited is authorised and regulated by the Financial Conduct Authority (Reference Number 308751). Principal place of business: 4th Floor, 107 Fenchurch Street, London, England, EC3M 5JF.

Your Insurer is Hadron UK Insurance Company Limited, a company registered in England & Wales (Company number 00011615) with registered office at One Fleet Place, London, EC4M 7WS.
Hadron UK Insurance Company Limited is authorised by the Prudential

Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Reference number 202146). This policy is issued in accordance with the authorisation the **Insurer** has granted **Us** under the terms of a contract between **Us** and the **Insurer**. This contract makes **Us** an agent of the **Insurer** and gives **Us** the authority to perform certain acts on behalf of the **Insurer** but does not affect **Your** right to claim or make a complaint.

HOW TO MAKE A CLAIM AND ACCESS SUPPORT

You have access to the Helpline Service listed below 24 hours a day, 365 days a year.

Letting Legal Advice Helpline

Provides **You** with confidential telephone legal advice on any letting of property legal matters subject to the laws of the United Kingdom of Great Britain and Northern Ireland please call **020 3443 9968.**

To make a claim or please go to **Your Goodlord** insurance dashboard to make a claim via **Your** policy for the **Insured Property**. If **You** do not have access to the **Goodlord** insurance dashboard, or are unable to locate the 'make a claim' function, please contact the **Goodlord** support team via their website Goodlord.co, or email claims@Goodlord.co to request a link to the online claim form.

Important time limits for Rent Arrears claims

1. **You** must report any claim relating to unpaid rent within 90 days of the first date of **Rent Arrears.**
2. If **You** report the rent arrears within 45 days of the first date of **Rent Arrears**, Rent Protection will be paid with no excess for that claim.
3. If **You** report the rent arrears after 45 days but within 90 days of the first date of **Rent Arrears**, any settlement under *Insured Event 2 – Rent Protection* will be subject to an excess equal to one month's rent.
4. If **You** report the **Rent Arrears** more than 90 days after the first date of **Rent Arrears**, no benefit will be payable under *Insured Event 2 – Rent Protection*.
5. For a complete list of time limits to notify **Us** of a claim, please refer to "*Time limits for telling **Us** about an Insured Event*" in the *General Conditions* of this policy.

DEFINITIONS

The following words have these meanings wherever they appear in bold:

Appointed Representative	The preferred law firm, accountant or other suitably qualified person **We** will appoint to act on **Your** behalf.
Costs and Expenses	All reasonable and necessary costs chargeable by the **Appointed Representative** and agreed by **Us** in accordance with the **Elevate Standard Terms of Appointment**. The costs incurred by opponents in civil cases if **You** have been ordered to pay them, or **You** pay them with **Our** agreement.
Date of Occurrence	The date on which the event that gives rise to a claim first happens. For the purposes of this Policy: (1) For **Rent Arrears** and other claims for unpaid rent, the **Date of Occurrence** is the date the rent was first due under the **Tenancy Agreement** and was not paid in full, even if further months' rent are also unpaid later. (2) For repossession claims, the **Date of Occurrence** is the earliest date on which the **Tenant** first breached the **Tenancy Agreement** in a way which gives the **Landlord** the legal right to seek possession (for example, by failing to pay rent, or by breaching a condition of the **Tenancy Agreement**). (3) For property damage, nuisance or trespass, the **Date of Occurrence** is the date the physical damage or interference first happened, or the date **You** first became aware, or should reasonably have become aware, of it. (4) For contract disputes, the **Date of Occurrence** is the date on which the contract was allegedly breached. (5) For tax enquiries, the **Date of Occurrence** is the date on which HM Revenue & Customs first notifies the **Landlord** in writing that it is opening

	an enquiry into the **Landlord**'s personal tax affairs, insofar as they relate to the Insured Property. (6) For criminal prosecutions, the **Date of Occurrence** is the earlier of the date the **Landlord** is first notified by the Police or other prosecuting authority that they may be investigated or prosecuted, and the date the **Landlord** is interviewed under caution. (7) Where there is a series of linked events or a continuing situation, the **Date of Occurrence** is the date when **You** first became aware, or should reasonably have become aware, of the matter giving rise to the Insured Event. If the **Date of Occurrence** is before the start of the **Period of Insurance** shown in the Schedule, there is no cover for that Insured Event.
Deposit	The sum of money (which must be at least equal to one month's rent and no greater than allowed by legislation) held by **You** or the **Landlord** in an approved Deposit Protection Scheme, or a suitable **Deposit** replacement insurance, as security for the performance of the **Tenant**'s obligations as set out in the **Tenancy Agreement**.
Goodlord	Oh **Goodlord** Limited, an **Appointed Representative** of **Goodlord** Protect Limited, which assists in arranging this insurance policy.
Guarantor	A natural person who: (1) is permanently resident within the **Territorial Limit**; and (2) is named and signed as a **guarantor** for a named **Tenant** on a Deed of Guarantee or **Guarantor**'s Covenant for the full duration of the **Tenancy Agreement**; and (3) has received a **Satisfactory Reference**. No more than two **Guarantor's** may be appointed per **Tenant**.

Insured Property	The property specified in **Your** schedule which is: (1) occupied exclusively for residential purposes; and (2) located in the **Territorial Limit**; and (3) let by **You** under a **Tenancy Agreement**; and in a condition suitable to be let for residential occupation.
Insurer	Hadron UK Insurance Company Limited a company registered in England & Wales (Company number 00011615) with registered office at One Fleet Place, London EC4M 7WS. Hadron UK Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Reference number 202146).
Limit of Indemnity	The most **We** will pay for any one Insured Event (including any subsequent appeal agreed by **Us**) is: (1) up to **Vacant Possession,** the monthly rent shown in the **Tenancy Agreement** for Insured Event 2 Rent Protection, up to a maximum of £10,000 per calendar month; (2) £175 per day for a maximum 90 days for Insured Event 4 Alternative Accommodation; (3) £15 per day for a maximum 90 days for Insured Event 4 Storage Costs; (4) £1000 for Insured Event 2 dilapidations (5) £100,000 for all other Insured Events All amounts shown above are inclusive of Value Added Tax, where applicable.
Landlord	The natural person(s) or registered company who is: (1) the legally registered owner of the **Insured Property**; or (2) has the legal right to let the **Insured Property**; and named in the **Tenancy Agreement.**

Market Value	**Market Value** means the level of rent determined by comparing the average rent for similar properties in a similar location at the time of a new rent being proposed, or a proportional rental increase supported by local year-on-year rental value data.
Period of Insurance	The period shown in the schedule to which this policy attaches.
Prospects of Success	A greater than 50% chance of the **Insured** successfully pursuing or defending the claim, and if seeking damages or compensation, a greater than 50% of enforcing any judgment that might be obtained. Where it has been determined that **Prospects of Success** do not exist, the **Insured** shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome.
Rent Arrears	Where the **Tenant**, or anyone on their behalf, has failed to pay the rent due under the **Tenancy Agreement**, either in full or part, where the total unpaid amount is at least £250.
Residential Property Tribunal Wales	The tribunal that determines statutory housing matters in Wales, including RHW12 rent variation disputes.
RHW12 Rent Increase Notice	A rent variation notice issued under section 116 of the Renting Homes (Wales) Act 2016 (Form RHW12 or any successor form).
Satisfactory Reference	A **Goodlord** reference report showing an overall recommendation of 'Pass', or 'Conditional Pass' where the conditions specified on the final report have been met and that evidence is retained on file. The reference report must also show as 'eligible for Rent Protection'. The **Tenant** and any **Guarantor** must be referenced and acceptable for a minimum amount equivalent to the monthly rent stated in the **Tenancy Agreement**. Confirmation that any Right to Rent checks required by law have been completed for the **Tenant** (and any adult occupiers) in accordance with applicable legislation, and that evidence of those checks is retained. Where a third party reference is used, this must be carried out by a referencing provider

	approved by **Goodlord**, and must meet **Goodlord**'s criteria for a **Satisfactory Reference**. Where the **Insured Property** has been tenanted for 12 consecutive months by the same **Tenant**, and the **Tenant** has not had an instance of **Rent Arrears** or property damage during this same period, a policy may be requested despite there being no **Satisfactory Reference** available.
Standard Terms of Appointment	The terms and conditions (including the amount the **Insurer** will pay to an **Appointed Representative**) that apply to the relevant type of claim, which could include a no win, no fee agreement. Where a law firm is acting as an **Appointed Representative** the amount is currently up to a maximum of £100 per hour.
Tenant	The natural person(s) who: (1) is declared to **Us**; and (2) is named (and signed) in the **Tenancy Agreement**; and (3) is renting and occupying the **Insured Property** as their permanent domestic residence; and (4) has received a **Satisfactory Reference;** and (5) is not a person designated or targeted under any sanctions regime administered by the UK Office of Financial Sanctions Implementation or any similar authority; and (6) has the legal right to rent residential property in the United Kingdom under all applicable immigration legislation. If these requirements are not met, **We** may refuse a claim or reduce any payment, particularly if **Our** position has been prejudiced by the breach.
Tenancy Agreement	(1) An assured shorthold tenancy, a short assured tenancy or an assured tenancy as defined by the Housing Act 1988 (updated and amended by the Housing Act 1996); or (2) An assured periodic tenancy in accordance with Part 1 of the

	Renters' Rights Act 2025, and the Housing Act 1988 (updated and amended by the Housing Act 1996); or (3) the Housing (Scotland) Act 1988 or a private residential tenancy (as defined in the Private Housing (Tenancies) (Scotland) Act 2016); or (4) the Private Tenancies (Northern Ireland) Order 2006 or Private Tenancies Act (Northern Ireland) 2022; or (5) a standard occupation contract under the Renting Homes (Wales) Act 2016; or (6) a Company Let for Residential Occupation, being a written letting to a Corporate Body where the **Insured Property** is used solely for the residential occupation of one or more Employees as their only or principal home, and not as serviced accommodation, holiday use or for paying guests. For the avoidance of doubt, **Tenancy Agreement** does not include: ▪ any agreement which is not created and operated in full compliance with the applicable housing legislation and regulations for the jurisdiction where the **Insured Property** is situated; ▪ any agreement (written or verbal) that is a license to occupy, holiday let, short-term let, hostel arrangement, serviced accommodation, Airbnb-style or similar short-stay arrangement; ▪ any agreement under which the **Tenant** sublets or licenses the Insured Property (or any part of it) to another party with **Your** knowledge or consent; ▪ any agreement where the **Insured Property** is, or is intended to be, used for illegal or criminal purposes which **You** knew about or ought reasonably to have known about; or ▪ any other agreement to occupy the

	Insured Property that is not within one of the statutory schemes or equivalent residential tenancy regimes listed above (for example, a common law tenancy which falls outside those regimes). This policy is automatically void in respect of any tenancy or occupancy arrangement at the **Insured Property** that does not fall within this definition of **Tenancy Agreement**.
Territorial Limit	United Kingdom (including Northern Ireland).
Vacant Possession	The date on which the **Insured Property** is surrendered by the **Tenant** either by returning the keys, providing written or verbal confirmation that they have vacated the **Insured Property**, abandoning the **Insured Property**, or when the **Tenant** is evicted from the **Insured Property** through a court process.
We/Us/Our/Elevate	**Elevate** Specialty Limited which is authorised under a binding authority to administer this insurance on behalf of the **Insurer**.
You/Your/Insured	The letting agent who: (1) has purchased this policy; and (2) is a member of a recognised property redress scheme; and (3) is contracted to manage the **Insured Property** on behalf of the **Landlord,** under which **You** are instructed to collect the rent from the **Tenant** on behalf of the Landlord. We may require **You** to provide evidence of **Your** financial interest in the subject matter of any claim, including (but not limited to) management agreements under which **You** are liable to pay rent or damages on behalf of the **Tenant**. For the avoidance of doubt, this policy is automatically void for any **Tenancy Agreement** where **You** cannot demonstrate an insurable interest in the full value of the claim

YOUR COVER

This insurance policy is a contract between **You** and the **Insurer**. The terms of that contract are detailed in this document and should be read in conjunction with **Your** policy schedule. **Your** policy schedule sets out important additional information such as the Insured Property, the Period of Insurance and the premium.

APPLICABLE LAW AND RIGHTS OF THIRD PARTIES

Unless **We** agree otherwise this policy is governed by English Law and all communications will be issued in English. Nobody other than **You,** the **Insurer** and **Us** has rights relating to this contract, including under the Contract (Rights of Third Parties) Act 1999.

HOW WE WILL HELP YOU

The **Insurer** will pay on **Your** behalf reasonable and necessary **Costs and Expenses** of an **Appointed Representative** to help **You** with an Insured Event. This includes associated costs required to act on the matter, such as court fees, should litigation be required. The most the **Insurer** will pay is the maximum amount shown in the **Limit of Indemnity** section of this Policy for the relevant Insured Event. For all Insured Events other than Rent Protection and Alternative Accommodation/Storage, this is currently £100,000 in total for all **Costs and Expenses** relating to the same Insured Event.

In order for **Us** to be able to help **You** the following must also be true:

1. The claim must be reported to **Us**, within the time limits specified within the *General Conditions* of this policy; and
2. The **Date of Occurrence** is within the **Period of Insurance;** and
3. If the best way to resolve the matter is to pursue it through the courts, **We** will only pay to pursue a claim where **Your Appointed Representative** assesses that the case is more likely to succeed than not. For more detail on how this is assessed, please see the section titled **Prospects of Success** in the General Conditions of this Policy. This requirement applies not only to the original court action, but also to any appeal that **We** agree to support and to any further action required to enforce a judgment made in **Your** favour.

WHAT THE INSURER WILL NOT DO

1. **The Insurer** will not pay more than the **Limit of Indemnity** for any one Insured Event (including any subsequent appeal agreed by **Us**), as set out in the **Limit of Indemnity** section of this Policy.
2. In some instances **We** may agree to allow **You** to use **Your** own legal or tax representative rather than the one **We** recommend. If this is the case then **We** will only pay them the amount that **We** would have had to pay **Our** recommended representative. At the time of issuing this policy that sum is £100 per hour or the appropriate fixed fee, whichever is the lower amount. **We** will not pay for costs that **You** incur before **You** seek **Our** authorisation, therefore as soon as **You** need assistance, please notify **Us** immediately. For more information on how this works see the section titled *Can I use my own lawyer?* in the *General Conditions* section of this Policy.
3. The **Insurer** will not pay any claim where **We** have not received satisfactory evidence to pay or continue paying **Your** claim.
4. Pay any claim that does not fall within an **Insured Event** described in this policy;
5. Pay **Costs and Expenses**:
    a. that were incurred **before You** told **Us** about the Insured Event and **We** confirmed that cover applies; or
    b. that **We** or the **Appointed Representative** have not agreed to in advance;
6. Pay for:
    a. fines, penalties, or compensation or damages a court or authority orders **You** to pay;
    b. the cost of putting things right which **You** were already legally required to do (for example, repairs ordered because of a successful disrepair counter-claim);
7. Support or fund legal action where there are no **Prospects of Success**, or where those prospects are later lost;
8. Fund a case where **You** choose to act as a **litigant in person** (without a lawyer or professional representative);
9. Pay any claim or provide any benefit where doing so would breach sanctions or other applicable laws;
10. The **Insurer** may also stop funding a claim if:
    a. **You** do not co-operate with **Us** or the **Appointed Representative**;
    b. **You** ignore or refuse reasonable advice about how to conduct the case; or
    c. **You** unreasonably refuse an offer to settle that **We** and the **Appointed Representative** consider fair.

BEFORE A CLAIM IS PAID, WE NEED TO ASSESS IT

Before any claim is paid, **We** need to:

1. **Confirm the Insured Event is covered**
   We will check that:
   - the Insured Event happened during the **Period of Insurance**;
   - the **Date of Occurrence** is not before the policy started;
   - the Insured Event falls within the correct **Territorial Limit**; and
   - none of the General Exclusions apply.

2. **Assess Prospects of Success**
   We will only fund a claim where there is more than a 50% chance that:
   - **You** will recover damages or other legal remedy;
   - **You** will successfully defend the claim or prosecution; or
   - **You** will secure another outcome **We** have agreed (for example, enforcing a judgment).

   We may ask a suitably qualified expert (usually the **Appointed Representative**) to assess this.

   Early Payment Pending Prospects Assessment

   Notwithstanding any requirement in this Policy for **Prospects of Success** to be assessed before **We** pay a claim, **We** may make interim Rent Protection payments where:

   (a) **We** have validated the Insured Event (including evidence of Rent arrears and compliance with notification time limits); and
   (b) pre-action steps (including reasonable attempts at resolution or mediation) are underway; and
   (c) there is no adverse information known to **Us** which indicates that **Prospects of Success** are below 50%.

   Interim payments will cease if an **Appointed Representative** later assesses **Prospects of Success** to be below 50% or if an exclusion applies. **We** may recover any overpayment where cover would not have applied had **Prospects of Success** been known at the time.

3. **Check Your obligations have been met**
   Among other things, **We** will look at whether **You** have:

   - notified **Us** of the potential claim within the required time limits;
   - acted as a reasonably professional Agent and **Landlord** (for example, by licensing the property correctly, doing safety checks, monitoring rent, carrying out inspections, referencing **Tenants** and keeping proper records);

- complied with **Your** legal responsibilities (for example, Deposit protection, prescribed information, safety certificates, right-to-rent checks); and
- followed any relevant pre-action protocols.

4. **Review documentation and evidence**

   Before paying a claim **We** may ask for:

   - **Tenancy Agreements**, **Guarantor** agreements and rent schedules;
   - copies of notices, inventories, inspection reports and photographs;
   - invoices and receipts;
   - correspondence with the **Tenant**, **Guarantor**, court or other parties; and
   - evidence of any loss of rent or other financial loss claimed.

   If **We** do not receive the information **We** reasonably need, or if **You** refuse to provide it, **We** may not be able to approve or pay the claim.

KEY THINGS THAT COULD STOP A CLAIM

1. **Telling Us too late**: **You** don't tell **Us** about the problem until long after it happened, especially for **Rent Arrears** or time-sensitive issues like *Rent Increase Protection* (*Insured Event 10*) or *First Month's Rent Protection* (*Insured Event 11*). For example the table below shows how the timing of when **You** first tell **Us** about rent arrears affects the Excess and any benefit **We** will pay under *Rent Protection* (*Insured Event 2*):

When arrears first arise	When You tell Us	Excess / impact
Day 1–45	Within 45 days	No excess
Day 46–90	Within 90 days	1 month's rent
After Day 90	After 90 days	No benefit payable

2. **Problems that started before the policy:** The issue began, or **You** already knew about it, before this policy started even if **You** only decided to take action later.

3. **Not acting as a reasonably professional Landlord or Agent: You** or **Your Landlord**:
    a. did not license the property where required;
    b. failed to protect the **Deposit** or serve prescribed information correctly;
    c. did not carry out required gas or electrical safety checks;
    d. did not reference **Tenants** properly; or
    e. allowed obvious disrepair to continue without dealing with it.

    These issues can make it harder to succeed in court; and/or lead to a reduction or refusal of cover where they have contributed to the problem.
4. **Serving the wrong notice or serving it incorrectly:** The notice seeking possession is not valid, is served in the wrong way, or does not comply with current legislation; and/or the wrong grounds or dates are used.
5. **Ignoring Our advice or the Appointed Representative's advice: You** refuse a settlement offer that **We** and the **Appointed Representative** consider fair and reasonable. **You** insist on continuing a claim where prospects are poor or have been lost. **You** dismiss the **Appointed Representative** without good reason, or refuse to co-operate.
6. **Starting legal action without Our agreement: You** appoint **Your** own lawyer or start court proceedings before **We** have accepted the claim and agreed to the **Costs and Expenses**. **You** incur costs or make commitments (for example, to experts or counsel) that **We** have not agreed to fund.
7. **Dishonesty, fraud or exaggeration: You** provide information that **You** know is false or misleading; or **You** deliberately exaggerate the value or circumstances of the claim.

    In these cases **We** may:
    (a) refuse the claim;
    (b) cancel the policy; and
    (c) seek to recover from **You** any sums already paid.
8. **Other insurance and previous payments: You** have another policy that covers the same loss and do not tell **Us**. **You** receive money from a **Deposit** scheme, **Tenant**, **Guarantor** or other source for the same loss, but do not repay the amounts **We** have already covered (for example, **Rent Arrears We** have paid under this policy).

INSURED EVENTS

Your cover will help **You** deal with the following events.

1. REPOSSESSION

What is covered

The **Insurer** will pay the **Costs and Expenses** to pursue the **Landlord**'s legal rights to obtain **Vacant Possession** of the **Insured Property** from the **Tenant** where the **Landlord** has a legal right to do so.

You Must;

(a) Co-operate with Goodlord and the Appointed Representative

Agree that **Goodlord** and the **Appointed Representative** may first take all appropriate steps to negotiate **Rent Arrears** and/or **Vacant Possession** with the **Tenant** and any **Guarantor** before any statutory or contractual notice seeking possession is served.

Not instruct **Your** own lawyer or incur legal costs before the claim has been accepted by **Us**.

(b) Issue and evidence the correct notices

Ensure the **Tenant** is given all notices required to obtain **Vacant Possession** of the **Insured Property** in the correct form and at the correct time.

Retain suitable evidence of service (for example, proof of posting, recorded delivery or other method stated in the Tenancy Agreement).

(c) Comply with statutory and licensing requirements

Ensure all statutory requirements relating to the letting of the **Insured Property** (including **Deposit** protection, prescribed information and safety certificates) have been complied with.

Where the **Insured Property** is subject to any mandatory, selective or additional licensing scheme, make sure a current and valid license is in place and its conditions have been complied with.

(d) Disclose any potential counter-claims

Inform **Us** of any issues that could give rise to a counter-claim from the **Tenant** (for example, allegations of disrepair or failure to maintain the property to a suitable standard).

What is not covered

The **Insurer** will not pay **Costs and Expenses** for:

(a) Any claim where statutory letting requirements and/or licensing obligations for the **Insured Property** have not been complied with.

(b) Any claim where **You** or the **Landlord** unreasonably refuse an offer by the **Tenant** to surrender the tenancy and return **Vacant Possession** in circumstances where doing so would likely reduce **Rent Arrears** or **Costs and Expenses**.

(c) Any claim arising from a notice that is invalid because it was not served correctly or does not comply with the relevant legislation.

(d) Any claim where **You** or the **Landlord** take action, or fail to take action, against the advice of **Us**, **Goodlord** or the **Appointed Representative** and this prejudices the case.

2. RENT PROTECTION

What is covered

This Rent Protection cover only applies while **We** are pursuing a valid *Repossession* claim under Insured Event 1 and there are reasonable **Prospects of Success**; or where an Insured **Rent Arrears** Incident has occurred and the **Tenant** vacates the **Insured Property** before **Repossession** is instructed. In this case **We** may pay rent that fell due up to the date of **Vacant Possession**, subject to set-off of any **Deposit** available for **Rent Arrears** and compliance with the reporting time limits.

While the **Tenant** remains in the **Insured Property** and is not paying rent in full, and the **Insurer** is pursuing repossession, the **Insurer** will pay, up to the **Limit of Indemnity**:

(a) Ongoing **Rent Arrears** (pre–**Vacant Possession**)

  (i) The unpaid rent due to **You** under the **Tenancy Agreement** until **Vacant Possession** of the **Insured Property** is obtained, subject to the monthly rent and overall **Limit of Indemnity**.

(b) Top-up over the **Deposit** for **Rent Arrears** and dilapidations

  (i) Up to £1,000 in addition to the **Deposit** where the Deposit is insufficient to cover both:

    - **Rent Arrears**; and

- dilapidations/damage at the **Insured Property** at the end of the tenancy.

(c) Post–**Vacant Possession** rent protection (void while re-letting)

(i) 90% of the monthly rent that would have been due to **You** from the date of **Vacant Possession** for a maximum of six weeks, or until the **Insured Property** is re-let, whichever happens sooner.

You Must;

(a) Act as a reasonably professional Landlord / managing agent

(i) Ensure that **You** or the **Landlord** have acted as a reasonably professional managing agent or **Landlord**, including rent monitoring, inspections, licensing, safety checks, right-to-rent checks, referencing and maintaining an inventory (see the relevant condition in this policy).

(b) Collect **Deposits** and the first month's rent correctly

(i) Make sure the first month's rent and **Deposit** are collected before the tenancy starts, and that the **Deposit** is held in an approved scheme or suitable **Deposit** replacement product in line with legislation.

(c) Keep clear rent records and report arrears promptly

(i) Maintain a full rent schedule and correspondence showing missed payments and any part-payments.

(ii) Notify **Goodlord** of any claim relating to unpaid rent within the time limits in the *General Conditions* (for example, within 45 days of the first date of **Rent Arrears**). If **You** notify **Us** or **Goodlord** within 45 days of the first date of **Rent Arrears**, no excess will apply to Rent Protection payments for that claim.

(iii) If **You** notify **Us** or **Goodlord** after 45 days but within 90 days, Rent Protection payments for that claim will be reduced by an amount equal to one month's rent.

(iv) If notification is made after 90 days, no Rent Protection benefit will be payable

(v) Apply payments correctly and reimburse **Us** where required

(vi) Apply any rent received (including part-payments from the **Tenant** or **Guarantor**) to the earliest unpaid rent.

(vii) If **You** receive rent that **We** have already paid under this **Insured Event**, **You** must reimburse **Us** immediately for the corresponding amount.

(d) Use the **Deposit** at the end of the tenancy

(i) After **Vacant Possession**, claim appropriately against the **Deposit** for **Rent Arrears**, repairs and cleaning in accordance with **Deposit** scheme rules.

(ii) Once repairs and cleaning have been paid, any remaining **Deposit** funds must be off-set against any outstanding **Rent Arrears** and must be paid to **Us** to reimburse Rent Protection paid under this Insured Event.

(iii) Ensure a formal check-out inspection is completed and a check-out report is produced for the tenancy.

(iv) Obtain the **Tenant**'s written agreement to any proposed deductions from the **Deposit**, including an itemised breakdown of damage and **Rent Arrears** where required by the **Deposit** scheme.

(v) Where the **Tenant** disputes the proposed deductions, provide **Goodlord** with the **Deposit** scheme's final adjudication decision (or equivalent evidence) before **We** make any final Rent Protection payment.

(vi) Where the **Tenant** does not respond to proposed deductions, provide **Goodlord** with invoices for required remedial works and any statutory demand or other documentation required by the **Deposit** scheme to release the **Deposit**.

(vii) If **You** or the **Landlord** fail to claim the **Deposit** (or the full amount of **Rent Arrears** being claimed under Insured Event 2) in line with the **Deposit** scheme rules, and the **Deposit** is therefore not available to offset **Rent Arrears** when it should have been, **We** may withhold an amount of Rent Protection up to the value of the **Deposit**.

What is not covered

The **Insurer** will not pay for:

(a) **Rent Arrears** outside the insured scope

(i) Any rent due after the **Insured Property** has been re-let.

(ii) **Rent Arrears** for void periods whilst looking for a new **Tenant**, where no repairs are required to bring the property back to the standard shown in the inventory, unless **You** have been instructed to re-let the **Insured Property** and are actively marketing it for a new **Tenancy** at **Market Value** and on normal letting terms following **Vacant Possession** obtained in connection with an Insured Event.

(iii) Any rent arising from a temporary rent reduction that **You** agree with the **Tenant**.

(iv) **Rent Arrears** arising from a contested Section 13 or an RHW12 rent increase, except as provided under *Insured Event 10 – Rent Increase Protection*.

(b) Situations where **We** cannot effectively pursue **Rent Arrears**

(i) **Rent Arrears** accrued during any period in which the government or the courts formally pause, halt or prevent possession proceedings in respect of the tenancy.

(ii) Any **Rent Arrears** where **You** do not agree to **Goodlord** or the **Appointed Representative** taking the pre-action steps and settlement negotiations set out under *Insured Event 1 – Repossession*.

(c) Rent level and affordability issues

(i) Any rent that has increased above the amount stated in the original **Tenancy Agreement** unless:

(ii) the **Tenant** has passed a Satisfactory Reference for the higher rent; or

(iii) the Satisfactory Reference shows affordability for the higher rent; or

(iv) the rent increase is no more than 10% above the original rent and has been carried out in line with statutory or contractual requirements.

(d) First month's rent where separate cover applies

(i) Any unpaid first month's rent at the start of the tenancy that has not been collected in advance and is not the subject of a valid claim under *Insured Event 11 – First Month's Rent Protection*.

(e) Other exclusions

(i) Any rent due during a period of unreasonable delay by **You** or the **Landlord** in serving notices or complying with reasonable requests from **Goodlord** or the **Appointed Representative**.

(ii) **Rent Arrears** that accrue after the **Appointed Representative** or **We** have advised that the repossession claim has insufficient **Prospects of Success** (for example, due to likely successful counter-claims for disrepair).

(iii) Any claim where **You** cannot provide written evidence of **Your** financial interest or contractual liability in respect of the rent being claimed.

3. RENT RECOVERY

What is covered

The **Insurer** will pay the **Costs and Expenses** required to pursue the **Tenant** (or any **Guarantor**) to recover rent they owe to **You** under the **Tenancy Agreement**, where that rent constitutes **Rent Arrears** and the unpaid rent

exceeds £1,000 or an amount equal to one full month's rent, whichever is lower, and has been overdue for at least one full rental period.

You Must;

(a) Contact the **Tenant** promptly as soon as **You** become aware that rent is overdue, using appropriate pre-action letters and communication.
(b) Provide **Us** and the **Appointed Representative** with a full rent schedule and copies of all correspondence about the arrears.
(c) Comply with any pre-action protocol or guidance that applies to rent recovery claims.

What is not covered

(a) Any claim where the unpaid rent does not exceed £1,000 or an amount equal to one full month's rent for the **Insured Property**, whichever is lower, or has not been overdue for at least one full rental period.
(b) Any claim for **Rent Arrears** already covered or being pursued under *Insured Event 2 – Rent Protection* for the same period.

4. ALTERNATIVE ACCOMMODATION AND STORAGE COSTS

What is covered

This cover only applies where:

(a) the **Tenancy Agreement** has ended;
(b) **You** are seeking **Vacant Possessio**n of the **Insured Property** under a claim covered by this policy; and
(c) the **Landlord** intends to live in the **Insured Property** as their permanent residence once **Vacant Possession** is obtained and has no other suitable accommodation available during that period.

The **Insurer** will pay, up to the **Limit of Indemnity**:

(a) Alternative accommodation
    (i) Up to £175 (including VAT) per day for a maximum of 90 days towards the cost of the **Landlord**'s alternative accommodation.
(b) Storage of personal possessions
    (i) Up to £15 (including VAT) per day for a maximum of 90 days towards the cost of storing the **Landlord**'s personal possessions.

You Must;

(a) Provide written confirmation that, following **Vacant Possession**, the **Landlord** intends to reside in the **Insured Property** as their permanent place of residence.
(b) Provide receipted VAT invoices for alternative accommodation and/or storage charges.

What is not covered

(a) Any claim where **You** cannot provide both written confirmation of the **Landlord**'s intention to live at the **Insured Property** and receipted VAT invoices for the accommodation and/or storage costs.
(b) Any costs incurred after the **Insured Property** has become suitable to occupy as the **Landlord**'s main residence.

5. DAMAGE TO THE INSURED PROPERTY

What is covered

The **Insurer** will pay the **Costs and Expenses** to pursue the **Landlord**'s legal rights against the **Tenant** or any other party following an event where that **Tenant** or other party has caused direct physical damage to the **Insured Property**, including the **Landlord**'s fixtures, fittings and contents.

This includes:

(a) Claims against **Tenants** and **Guarantors** arising from damage beyond fair wear and tear at the end of the tenancy; and
(b) Claims against third parties (for example, neighbours or contractors) where their actions have caused physical damage to the **Insured Property**.

Thresholds: The amount in dispute must be more than £1,000 (including VAT) for claims under this Insured Event.

You Must;

(a) Before the tenancy begins, prepare a detailed inventory and schedule of condition for the **Insured Property** and its contents and obtain the **Tenant**'s agreement and signature to it.
(b) At the end of the tenancy, carry out a detailed check-out inspection and record differences between the initial inventory and the check-out condition.
(c) Use the **Deposit** process appropriately before pursuing a claim (for example, claiming for damage up to the **Deposit** where appropriate).

What is not covered

The **Insurer** will not pay **Costs and Expenses** for:

(a) Claims where the amount in dispute does not exceed the threshold above.
(b) Claims relating solely to loss of value of the property rather than physical damage.
(c) Damage or loss already covered under a buildings or contents insurance policy.
(d) Claims where **You** cannot show reasonable prospects of proving ownership of the property or the right to bring the claim.

(Nuisance and trespass that do not involve direct physical damage are covered separately under *Insured Event 6 – Nuisance and Trespass*.)

6. NUISANCE AND TRESPASS

What is covered

The **Insurer** will pay the **Costs and Expenses** to pursue the **Landlord**'s legal rights in respect of:

(a) Nuisance
    (i) A dispute with a third party (who is not the current or former **Tenant**) relating to legal nuisance that interferes with the use, enjoyment or right over the **Insured Property** (for example, encroaching tree roots damaging a wall, noise, or other interference).
    (ii) Where the claim relates to a boundary dispute, **You** must be able to supply proof of where the boundary lies.
(b) Trespass
    (i) Evicting anyone who is inhabiting or remaining in the **Insured Property** without permission and who is not the current or former **Tenant** (for example, squatters or other trespassers)

You Must;

(a) Contact the Police in England, Wales or Scotland where squatting in a residential property constitutes a criminal offence before pursuing a civil claim.
(b) Provide all plans, title documents and other evidence of ownership and boundaries where relevant.

What is not covered

The **Insurer** will not pay **Costs and Expenses** for any claim relating to:

a. Compulsory purchase orders, planning permissions, building regulations or restrictions/controls placed on the Insured Property by any government, public or local authority.
b. Any work carried out by, or under the order of, government, public or local authorities or their contractors.
c. Enforcement of covenants by **You**, or the defence of allegations that **You** have breached a covenant, or claims for adverse possession.

7. LEGAL DEFENCE

What is covered

The **Insurer** will pay the **Costs and Expenses** to defend the **Landlord**'s legal rights following an event arising from the letting of the **Insured Property** which leads to:

(a) Pre-charge: the **Landlord** being interviewed by the Police or other authority with powers to prosecute, where they are suspected of committing a criminal offence; or
(b) Criminal prosecution: the **Landlord** being prosecuted in a criminal court.

This includes, for example, prosecutions relating to alleged breaches of housing or safety legislation in connection with the letting.

You Must;

(a) Notify **Us** as soon as the **Landlord** receives any indication that a criminal investigation or prosecution may take place.
(b) Provide copies of all correspondence and notices relating to the investigation or prosecution.

What is not covered

(a) Any investigation conducted by or on behalf of HMRC (this is dealt with under *Insured Event 9 – Tax*).
(b) Any fines, penalties, compensation or damages which the court or any authority orders **You** or the **Landlord** to pay (as per *General Exclusions*). This includes the defence of rent repayment orders (council/tribunal claims for return of rent);
(c) Any investigations or prosecutions brought by or on behalf of the Health and Safety Executive (HSE) or similar regulators.

(d) Any legal or compliance action arising from licensing failures (for example, selective licensing or HMO licensing) or from alleged breaches of fitness for human habitation or minimum housing standards.

8. CONTRACT DISPUTES

What is covered
The **Insurer** will pay the **Costs and Expenses** to pursue or defend a dispute arising from a breach or alleged breach of a contract entered into by **You** or the **Landlord** for:

(a) The buying or hiring of goods relating to the **Insured Property**; or
(b) The buying or hiring of services relating to the repair, maintenance or renovation of the Insured Property.

The amount in dispute must exceed £250 (including VAT).

You Must;

(a) Have entered into the contract during the **Period of Insurance**, or
(b) If the contract pre-dates the **Period of Insurance**, ensure that the dispute arises from a breach occurring during the **Period of Insurance** and that **You** could not reasonably have been aware of the issue before cover incepted (retaining evidence of this where possible).

What is not covered
Any claim relating to:

(a) Construction work on land, or design, conversion or extension work to the **Insured Property** where the value of the contract exceeds £7,500 (including VAT).
(b) Pensions, savings, investments, loans, mortgages, borrowing or any other arrangement with a bank, building society or supplier of credit.
(c) The **Tenancy Agreement** itself or a dispute between **You** (in **Your** capacity as Agent) and any **Landlord** for whom **You** act in connection with the **Insured Property**, the **Tenancy Agreement** or this Policy.
(d) The purchase or sale of the **Insured Property**.
(e) Disputes solely about the amount of money or compensation payable under any insurance policy.

9. TAX

What is covered
The **Insurer** will pay the **Costs and Expenses** to represent the **Landlord** in an investigation by HMRC into the whole or particular aspects of the **Landlord**'s personal tax affairs so far as they relate to the letting of the **Insured Property**.

This includes:
(a) Formally notified enquiries into the **Landlord**'s personal tax return; and
(b) Enquiries arising from an alleged discovery by HMRC, provided that tax returns and supporting information are complete, correct and submitted on time

You Must;
(a) Ensure that all the **Landlord**'s relevant tax returns and supplementary information are complete, correct and filed within the statutory deadlines.
(b) Keep proper records in line with HMRC requirements.

What is not covered
Any claim arising from or relating to:
(a) The tax affairs of any business other than the letting of the **Insured Property**.
(b) Tax avoidance schemes or arrangements that should have been notified under the Disclosure of Tax Avoidance Schemes regime.
(c) Investigations conducted by HMRC's Specialist Investigations Unit or any investigation into alleged criminal activity, fraud or dishonesty arising from the **Landlord**'s tax affairs.
(d) Enquiries concerning assets, monies or wealth outside Great Britain and Northern Ireland, or the **Landlord**'s failure to register for VAT where required.

10. RENT INCREASE PROTECTION

This cover is designed to protect **You** against shortfalls where a **Tenant** lawfully challenges a Section 13 or an RHW12 rent increase. If the Tribunal later finds that the proposed rent was not at **Market Value**, any benefits paid under this section must be repaid to the **Insurer**.

What is covered
The **Insurer** will pay the **Costs and Expense**s, and any rent shortfall, where:

(a) A notice to increase the rent is properly served under Section 13(2) of the Housing Act 1988 (as amended); RHW12 in Wales or any equivalent legislation;
(b) The proposed rent increase is in line with **Market Value**; and
(c) The **Tenant** applies to the First-tier Tribunal (or Residential Property Tribunal Wales, as applicable) for a determination of the rent

The **Insurer** will pay the difference between:
(a) the rent that would have been payable if the proposed increase had taken effect, and
(b) the rent actually paid by the **Tenant**,
for up to six months or until the relevant Tribunal issues its decision, whichever is sooner.

Payments under this cover are made monthly in arrears after the end of each rental period being claimed for, once **We** have received confirmation of the amount unpaid.

You Must;
(a) Ensure the Section 13 or RHW12 notice is validly served and completed in accordance with the relevant legislation.
(b) Be able to evidence that the proposed rent is in line with **Market Value** (for example, local comparable rents or rental index data).
(c) Provide **Us** with evidence of the amount actually paid by the Tenant in each period.

What is not covered
(a) Any benefit under this Insured Event where the relevant Tribunal decides that the proposed rent is not in line with **Market Value**. In that case, any payment already made under this Insured Event must be repaid to **Us** within the period specified in the policy.
(b) Any claim where **You** fail to provide **Goodlord** with a copy of the Tribunal's final decision within the required timeframe set out in the *General Conditions*.
(c) Any unpaid rent under *Insured Event 2 – Rent Protection* where the increased rent exceeds the maximum affordable rent shown on the Satisfactory Reference for the **Tenant**. In that scenario, no Rent Protection payments are made for unpaid rent at the increased level.

11. FIRST MONTH'S RENT PROTECTION

This Insured Event only applies where the Tenancy has been set up using the **Goodlord** tenancy process, including the collection of the first month's rent payment. If **You** collect the first month's rent directly or do not use the **Goodlord** process, this cover will not apply. This Insured Event does not apply where the Insured Property is in Wales.

What is covered

After commencement of the Renters Rights Act 2025 (or any equivalent legislation in the relevant jurisdiction), where:

(a) **You** or the **Landlord** allow the **Tenant** to enter occupation of the **Insured Property** by providing keys;

(b) The **Tenancy Agreement** has been created using **Goodlord**'s tenancy set-up process, including the collection process for the first month's rent; and

(c) The **Tenant** (or any person on their behalf) fails to pay the first month's rent due under the **Tenancy Agreement**,

the **Insurer** will pay up to the value of that first month's rent.

You Must;

(a) Use the **Goodlord** tenancy set-up process for the **Tenancy Agreement** that is the subject of the claim, including the collection of the first month's rent.

(b) Notify **Us** within 7 days **You** become aware that the first month's rent has not been paid in full when due.

(c) Tell **Us** immediately if the **Tenant**, or anyone on their behalf, subsequently pays all or part of the first month's rent after **You** have made a claim under this section. Any payment made to **You** under this benefit may become repayable to **Us**.

(d) Agree that **We** and/or **Goodlord** may take whatever steps **We** consider appropriate to recover the unpaid rent and/or **Vacant Possession** of the property, including mediation with the **Tenant**.

(e) Any payment made by **Us** under this section will be set off against any future claim made under *Insured Event 2 – Rent Protection* for the same **Tenancy Agreement**.

What is not covered

a. This Insured Event does not apply where the Insured Property is in Wales.

b. Any non-payment of the first month's rent where the **Tenancy Agreement** was not created using the **Goodlord** platform and tenancy set-up process for that tenancy.

c. Any payment under this section where **You** do not agree to **Us** and/or **Goodlord** taking such steps as mediation with the **Tenant** or any other steps **We** consider appropriate to recover the unpaid rent and/or **Vacant Possession** of the property.
d. Any rent beyond the first month's rent due under the **Tenancy Agreement**. **Rent Arrears** in later months will only be considered, if eligible, under *Insured Event 2 – Rent Protection*.

12. WITNESS EXPENSES

What is covered
The **Insurer** will pay, in connection with an Insured Event under this policy where attendance at court or tribunal is required at the request of the **Appointed Representative**:

(a) The **Landlord**'s lost salary or wages for time taken off work; and
(b) **Your** lost salary or wages (as the letting agent) for time taken off work.

We will only pay sums which cannot be recovered from the relevant court, tribunal or any other party. The most **We** will pay is:

(a) £200 for each full day's attendance (a full day being at least eight hours), or
(b) £100 for each half day's attendance (a half day being at least four hours).

You Must;

(a) Provide evidence of the extent of lost salary or wages (for example, payslips and employer confirmation of time off and rate of pay).
(b) Confirm that the attendance was at the request of the **Appointed Representative** in respect of a valid Insured Event under this policy.

What is not covered

(a) Any claim where **You** cannot provide evidence of the **Landlord**'s or **Your** lost salary or wages.
(b) Loss of earnings for time not reasonably required for attendance at the court or tribunal.

GENERAL EXCLUSIONS

Your cover is subject to the following exclusions:

1. **Problems that started before the policy: We** do not cover any event, dispute or circumstance that **You** were aware of, or should reasonably have been aware of, before this policy started, if it could reasonably be expected to lead to a claim under this policy.
2. **Existing tenancies at the start of the policy:** If the **Tenancy Agreement** started more than 7 days before the start date of this policy, **We** do not cover any Insured Event that arises within the first 60 days of the **Period of Insurance**. This does not apply if **You** can show that there was continuous, equivalent rent protection and legal expenses cover in place immediately beforehand with another provider and that there was no break in cover between the previous policy and this one.
3. **Costs or legal action not agreed with Us: We** do not cover any costs **You** incur before **You** have told **Us** about a potential claim and **We** have confirmed that cover applies. **We** also do not cover any costs, disbursements or legal action that **We** or the **Appointed Representative** have not agreed to in advance. **You** must not start legal proceedings, or instruct **Your** own representative, without **Our** agreement.
4. **Late reported claims (time limits): Your** cover depends on **You** telling **Us** about problems in good time. **You** must comply with the time limits set out in the *'Time limits for telling Us about an Insured Event'* condition. If **You** do not meet these time limits and this delay affects **Our** ability to properly investigate or manage the claim, the **Insurer** may refuse or limit the claim.
5. **Litigation in person:** This policy is designed to fund professional representation. **We** do not cover any claim where **You** or the **Landlord** act as a litigant in person, meaning **You** try to pursue or defend the matter without a lawyer or other professional representative.
6. **Defamation (libel and slander): We** do not cover any claim where **You** wish to pursue someone else for something they have said or written about **You**, or where someone else is pursuing **You** for alleged defamation, including libel or slander.
7. **Renters' Rights Act breaches: We** do not cover any claim that relates to an alleged breach of the Renters' Rights Act 2025 or any equivalent legislation, except for those specific situations that are expressly covered under an insured event in this policy, such as *Insured Event 10 Rent Increase Protection* where that is in force.

8. **Disputes with Us or other policy parties: We** do not cover any dispute or claim brought by **You** against **Us**, the **Insurer**, **Goodlord** or any other distributor who sold or arranged this policy, or against any **Appointed Representative** acting under this policy.
9. **Court awards, fines, penalties and putting things right:** The **Insurer** will not pay fines, penalties, compensation or damages that a court, tribunal, local authority or other body orders **You** or the **Landlord** to pay. This includes the cost of works, maintenance or other remedial action that **You** are required to carry out to comply with **Your** legal duties or a valid counter-claim, such as repairs ordered following a successful disrepair claim.
10. **Value Added Tax (VAT):** The **Insurer** will not pay the VAT element of any **Costs and Expenses** if **You** or the **Landlord** are registered for VAT and are able to recover it from HM Revenue & Customs.
11. **Wilful or deliberate acts: We** do not cover any claim that arises from an act which **You** or the **Landlord** deliberately carry out where the outcome was intended or expected.
12. **Disputes between Agent and Landlord:** The **Insurer** will not pay any **Costs and Expenses** in relation to any dispute between **You** (in **Your** capacity as managing agent) and any **Landlord** for whom **You** act in connection with the **Insured Property**, the **Tenancy Agreement** or this Policy.
13. **Judicial review, challenges to legislation and similar: We** do not cover judicial review cases about the way a public body has made a decision, coroner's inquests, Fatal Accident Inquiries or any challenges to current or proposed legislation.
14. **War, terrorism, nuclear risks and similar events: We** do not cover any claim arising directly or indirectly from war, terrorism, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power. **We** also do not cover ionising radiation or contamination by radioactivity from nuclear fuel or waste, the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or component, or pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
15. **Government, local or public authority:** Claims arising from any action undertaken by these authorities are not covered.
16. **Landslip, subsidence, mining or quarrying (including fracking): We** do not cover claims arising from landslip, subsidence, heave, mining, quarrying or fracking-related activity.
17. **Covid-19 & Pandemic exclusion:** This policy does not cover any claim caused directly or indirectly by or resulting from: a) Coronavirus

disease (COVID-19); b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2); c) any mutation or variation of SARS-CoV-2; d) any fear or threat of a), b) or c) above; e) any other pandemic.

18. **Sanctions: We** will not pay any claim or provide any benefit if doing so would breach any applicable sanctions, prohibitions or restrictions under United Nations resolutions or under the trade or economic sanctions laws or regulations of the United Kingdom, the European Union or the United States of America.
19. **Cyber-related claims: We** will not pay for any claim that is directly or indirectly caused by, contributed to by, or connected with:
    (a) Any unauthorised, malicious or criminal act involving computers, phones, tablets or other electronic devices.
    (b) Any error, failure or breakdown of computers, phones, tablets, electronic devices, software, or internet systems.
    (c) Any unavailability or failure of computer systems, networks, or electronic devices.
    (d) Any action taken to control, prevent or fix cyber problems.

    This applies to any computer, hardware, software, communications system, electronic device (including smart phones, laptops, tablets, wearable devices), server, cloud system or similar technology, whether owned by **You** or anyone else.

    This exclusion applies even if other causes also contribute to a **Tenant's** ability to pay rent.

20. **Premium:** Claims where **You** have not paid the premium due under this policy, or where **You** have not complied with the policy terms and conditions.

GENERAL CONDITIONS

The following conditions apply to **Your** cover:

1. **Your general obligations: You** must keep to the terms and conditions of this Policy and take reasonable steps to prevent or minimise problems that could give rise to an Insured Event and to avoid unnecessary costs. Any information **You** provide to **Us**, **Goodlord** or an **Appointed Representative** must be honest, complete and accurate. **You** must keep appropriate records, such as **Tenancy Agreements**, guarantor agreements, notices, rent schedules, inventories, inspection reports, photographs, invoices and receipts, and provide them when **We** reasonably ask. **We** may make payment of some claims conditional on receiving original invoices or receipts from a VAT-registered supplier where relevant.
2. **Acting as a reasonably professional Agent and Landlord: You** must act in a reasonably professional manner when managing the **Insured Property** on behalf of **Your Landlords**, and **You** must ensure that **Your Landlord** clients meet their core legal duties. This includes monitoring rent and keeping an up-to-date rent schedule, maintaining clear and accurate records and paperwork, obtaining and maintaining any required licenses for the **Insured Property**, carrying out inspections at least annually and recording the findings, arranging gas and electrical safety checks as required by law, ensuring that all **Tenants** and **Guarantors** are properly referenced using a comprehensive referencing service and not agreeing a let where they fail those checks unless **We** have agreed otherwise, carrying out Right to Rent checks where required and keeping evidence, and maintaining a detailed inventory and condition report, ideally with photographs, at the start and end of the tenancy. If **You** fail to meet these standards and this contributes to the problem or makes it harder to resolve, the **Insurer** may reduce or refuse a claim.
3. **Time limits for telling Us about an Insured Event: You** must tell **Us** about any problem that could lead to an Insured Event as soon as **You** become aware of it. Unless a different time limit applies to a particular Insured Event, **You** must report the Insured Event as soon as possible and in any event no later than 180 days after the event giving rise to the claim.

   For **Rent Arrears** claims under *Insured Event 2 – Rent Protection*, **You** must report the claim within 90 days of the rent first date of Rent Arrears; if **You** report the claim within 45 days of the first missed rent

payment, no excess will apply to Rent Protection payments for that claim, but if **You** report the claim after 45 days and within 90 days of the first date of **Rent Arrears**, Rent Protection payments for that claim will be subject to an excess equal to one month's rent, and if **You** report the claim more than 90 days after the first date of **Rent Arrears**, no benefit will be payable under *Insured Event 2 – Rent Protection*.

For unpaid rent claims under *Insured Event 3 – Rent Recovery*, **You** must report the claim within 90 days of the rent first becoming due and unpaid.

For *Insured Event 10 - Rent Increase Protection*, **You** must report the claim within 15 days of the date the relevant Tribunal notifies **You** of the **Tenant**'s application.

For *Insured Event 11 - First Month's Rent Protection*, **You** must report the claim within 7 days of the tenancy start date.

If **You** were not immediately aware of the problem, **We** will take into account the date when **You** should reasonably have identified it. If **You** do not meet these time limits and this delay affects **Our** ability to properly investigate or manage the claim, the **Insurer** may refuse or limit the claim.

4. **Appointment of the Appointed Representative:** If **We** accept **Your** claim, **We** will normally appoint an **Appointed Representative**, such as a panel law firm, to act on **Your** behalf and try to resolve the matter, including by negotiation. If court proceedings are needed, or if there is a conflict of interest that prevents **Our** chosen representative from acting, **You** may ask to appoint **Your** own lawyer or suitably qualified representative, except for Rent Protection claims where **We** will always appoint the representative. Any representative **You** choose must be willing to act in line with **Our Standard Terms of Appointment** and must not charge more than **We** would reasonably pay **Our** own chosen representative. If they will not agree to **Our** terms, the **Insurer** may limit what it will pay, for example to **Our** standard hourly rate or fixed fee, or may decline to fund that representative.
5. **Conduct of the claim and Your duty to co-operate: You** must co-operate fully with **Us**, **Goodlord** and the **Appointed Representative**. This includes providing all information, documents, evidence and access **We** reasonably need, including information that may support **Your** case; keeping **Us** and the **Appointed**

Representative updated on developments such as payments received, new correspondence or changes in the **Tenancy Agreement**; attending court hearings, mediation or other meetings when reasonably required; and promptly sending on any correspondence **You** receive directly from the **Tenant**, **Guarantor**, their representatives, the court or any authority. **You** must not do anything that unreasonably obstructs **Us** or the **Appointed Representative**, incur **Costs and Expenses** or other costs without **Our** consent, or start or discontinue legal proceedings or agree any settlement without **Our** prior agreement. If **You** dismiss the **Appointed Representative** without good reason, or they withdraw because **You** have not co-operated or followed their advice, **We** may withdraw funding for the claim and the **Insurer** may refuse to pay further **Costs and Expenses** from that point onwards.

6. **Settling the claim: You** must tell **Us** immediately if **You** receive any offer to settle a claim. **You** should not respond directly to offers from the other party; instead, **You** should refer them to the **Appointed Representative**. If **We** or the **Appointed Representative** believe an offer to settle is fair and reasonable in the circumstances and **You** choose not to accept it, **We** may withdraw further funding for the claim and the **Insurer** may limit its liability to the amount **We** reasonably estimate it would have cost to settle on that basis. **We** may sometimes offer **You** a cash settlement instead of continuing legal action. If **You** accept such a payment, **We** may then pursue the claim in **Your** name or in the name of the **Landlord** at **Our** own cost and for **Our** own benefit, and **You** must co-operate with **Us** if **We** do so.
7. **Prospects of Success:** The **Insurer** will only fund a claim where there are **Prospects of Success**. This means there is a greater than 50% chance of the **Insured** or **Landlord** successfully pursuing or defending the claim and, if seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained, as defined in the **Prospects of Success** definition. **Prospects of Success** must exist when **We** first agree to provide cover and must continue throughout the life of the claim. **We** may ask a suitably qualified expert to assess this. If, at any point, **Prospects of Success** are no longer present because of new evidence, a change in the law or other material developments, **We** may stop funding the claim from that point, but the **Insurer** will still pay any **Costs and Expenses We** agreed before **Prospects of Success** ceased to exist. The **Insurer** may pay Rent Protection benefits prior to a formal **Prospects of Success**

assessment, subject to the conditions set under the section "*Before a claim is paid, We need to assess it*".

8. **Other insurance:** If any loss or costs covered by this Policy are also covered by another insurance policy, the **Insurer** will only pay its fair share of the overall cost.
9. **Recoveries:** If **We** or the **Insurer** make a payment under this Policy and a third party may be responsible for the loss, **We** are entitled to take over **Your** rights and the **Landlord**'s rights to recover costs from that third party. **We** may pursue recovery in **Your** name or the **Landlord**'s name. **You** must co-operate with **Us**, provide documents and information, and do anything reasonably necessary to help **Us** recover those costs. Any money recovered, after deducting **Our** recovery costs, will be applied first to reimburse the **Insurer** for amounts paid under this Policy and any remaining sums will then be passed on to **You** or the **Landlord** as appropriate.
10. **Fraudulent, dishonest or exaggerated claims:** If **You** make a claim that is fraudulent, dishonest or deliberately exaggerated, or if **You** deliberately provide false or misleading information in connection with a claim, the **Insurer** may refuse the claim, may cancel this Policy from the date of the fraudulent act and may seek to recover from **You** any amounts already paid in relation to that claim. **We** may also share relevant information with fraud prevention and law enforcement agencies where appropriate.
11. **Your Cancellation Rights: You** may cancel this policy at any time by contacting **Goodlord**. This policy has a **Minimum Premium**, shown in the Schedule. **We** will not refund premium below this amount. If a claim has been made under this policy, or is later accepted, **no refund of premium will be paid** under any policy type. **You** will remain liable to pay at least the Minimum Premium. How cancellation works by policy type:
    (a) Fixed Term policies (Annual Payment and Monthly Saver). This applies where **Your** policy runs for a fixed policy term and **You** either:
        - pay the premium annually in advance (Annual Payment); or
        - pay the premium in monthly instalments (Monthly Saver).

    For these Fixed Term policies; The premium for the full policy term is treated as the Minimum Premium. By taking out the policy, **You** agree to pay the Minimum Premium for the full policy term, whether it is paid up front or in instalments. If **You**

cancel during the policy term, **we** will not normally refund any premium, and **You** will remain liable for any unpaid part of the Minimum Premium. If **we** agree to end cover earlier and **You** have already paid more than the Minimum Premium, we will refund any excess, unless a claim has been made. If **You** pay by monthly instalments and cancel, any outstanding instalments needed to reach the Minimum Premium may become immediately payable.

(b) For Monthly Flex policies:

- **You** can cancel at any time and cover will end on the cancellation date we agree with **You**.
- **You** are only liable for the premium for the time **You** were on cover, calculated on a monthly pro-rata basis, subject to any Minimum Premium shown in the Schedule.
- If **You** have paid more than the premium due up to the cancellation date (and no claim has been or is later accepted), **we** will refund the difference, but never below the Minimum Premium.

12. **Insurer Cancellation Rights:** Where there is a valid reason for doing so, the **Insurer** has the right to cancel the policy at any time by giving **You** at least 30 days written notice. The **Insurer** will refund the premium for the time remaining of the **Period of Insurance**. **We** will set out the reason for cancellation in writing. Valid reasons may include but are not limited to:
    (a) where the party claiming under this policy fails to cooperate with or provide information to **Us** or the appointed advisor in a way that materially affects **Our** ability to process a claim, or **Our** ability to defend the **Insurer**'s interests,
    (b) where **You** use threatening or abusive behaviour or language, or intimidate or bully **Our** staff or suppliers,
    (c) where **We** have evidence that **You** have committed a fraudulent act,
    (d) non-payment of **Your** premium.

PRIVACY STATEMENT

We may need to send personal information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies or other members of the **Elevate** Specialty Limited and Hadron UK Insurance Company Limited each act as independent data controllers for different parts of the insurance journey. **You** can read their privacy notices here:

- **Elevate** – www.elevatespecialty.com/privacy-policy
- **Hadron** – www.hadroninsurance.com/privacy-policy/#UKpolicy.
-

To comply with data protection regulations **We** are committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how **We** collect and use this information. **We** may collect personal details including name, address, date of birth, email address and, on occasion, dependent on the type of cover in place, sensitive information such as medical records. This is for the purpose of managing the products and services in place and this may include underwriting, claims handling and providing legal advice. **We** will only obtain personal information either directly from **You**, the third party dealing with **Your** claim or from the authorised partner who sold this policy.

How We will use Your information

We may need to send personal information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies or other members of the **Elevate** Group, so they may contact **You** for **Your** feedback. If the policy includes legal advice **We** may have to send the personal information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover in place, the personal information may also be sent outside the EEA so the service provider can administer the claim. **We** will take all steps reasonably necessary to ensure the personal data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology. **We** will not disclose the personal data to any other person or organisation unless **We** are required to by **Our** legal and regulatory obligations. For example, **We** may use and share the personal data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information

held by fraud prevention agencies may be used can be obtained by writing to, or telephoning **Elevate**. A copy is also accessible and can be downloaded via **Our** website https://elevatespecialty.com/privacy-policy.

What is Our legal basis for processing Your information?
It is necessary for **Us** to use the personal information to perform **Our** obligations in accordance with any contract that **We** may have with the person taking out this policy. It is also in **Our** legitimate interest to use the personal information for the provision of services in relation to any contract that **We** may have with the person taking out this policy.

How long will Your information be held for?
We will retain personal data for 7 years. **We** will only retain and use the personal data thereafter as necessary to comply with **Our** legal obligations, resolve disputes, and enforce **Our** agreements. If **You** no longer want **Us** to use the personal data, please contact **Us** at data@elevatespecialty.com

What are Your rights?
The following rights are available in relation to the handling of personal data:

(a) the right to access personal data held
(b) the right to have inaccuracies corrected for personal data held
(c) the right to have personal data held erased
(d) the right to object to direct marketing being conducted based upon personal data held
(e) the right to restrict the processing for personal data held, including automated decision-making
(f) the right to data portability for personal data held

Any requests, questions or objections should be made in writing to the Data Protection Officer: data@elevatespecialty.com

Hadron UK Insurance Company Limited also acts as a data controller in relation to certain processing activities (for example, regulatory reporting and claims payments). **You** can find Hadron's privacy policy on its website; www.hadroninsurance.com/privacy-policy/#UKpolicy

How to make a complaint
If there is any dissatisfaction with the way in which personal data has been processed, the data Protection Officer can be contacted in the first instance using the details above. If **You** remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at: Information Commissioner's

Office Wycliffe House Water Lane Wilmslow Cheshire SK9 5AF
www.ico.org.uk

What happens if the Insurer cannot meet its liabilities?
The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation of up to 90% of the cost of their claim in the unlikely event that the **Insurer** cannot meet its obligations. Further information about compensation scheme arrangements is available at www.fscs.org.uk

HOW TO MAKE A COMPLAINT
We always aim to give **You** a high quality service. If **You** think **We** have let **You** down, **You** can contact **Us** by:

- email: complaints@elevate.claims
- telephone: 020 4604 2928

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

If **You** are not happy with the complaint outcome or if **We**'ve been unable to respond to **Your** complaint within 8 weeks, **You** may be able to contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible complaints. (Details available from www.financial-ombudsman.org.uk)
You can contact them by:

- phoning 0800 023 4567 (free from mobile phones and landlines) or 0300 123 9123
- emailing complaint.info@financial-ombudsman.org.uk
- writing to The Financial Ombudsman Service | Exchange Tower | London | E14 9SR

Further information is available on their website:
www.financial-ombudsman.org.uk

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

Elevate Specialty Limited is registered in England number 15651787 (Reference Number 1022230). Registered address: 4th Floor, 107 Fenchurch Street, London, England, EC3M 5JF. Elevate Specialty Limited is an Appointed Representative of Advent Solutions Management Limited. Advent Solutions Management Limited is authorised and regulated by the Financial Conduct Authority (Reference Number 308751). Principal place of business: 4th Floor, 107 Fenchurch Street, London, England, EC3M 5JF.
Elevate Specialty Limited is authorised to administer this insurance on behalf of the Insurer Hadron UK Insurance Company Limited. Hadron is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Reference number 202146). Hadron UK Insurance Company Limited is a company registered in England & Wales (Company number 00011615) with registered office at One Fleet Place, London EC4M 7WS.
www.elevatespecialty.com

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