



**COMMERCIAL & PORTFOLIO LANDLORD
LEGAL PROTECTION *plus* RESIDENTIAL RENT
GUARANTEE INSURANCE
POLICY WORDING**



Rent Protect
RENT AND LEGAL INSURANCE FOR LANDLORDS

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Policy Interpretation

- Certain words have common special meanings which are set out under General Definitions applicable to all Sections and additionally under Definitions within particular individual Sections, where they are specific to that Section.
- All titles and headings in this Policy do not form part of the terms and conditions and are for reference purposes only.
- References to a statute will be construed to include all amending or replacement Acts of Parliament, Statutory Instruments and Regulations and, in other jurisdictions within the Territorial Limits, any equivalent statutes or laws.
- Words in the singular shall include the plural and vice versa.
- Words importing the masculine will import the feminine and the neutral.

Contract of Insurance

Introduction

Thank you for purchasing Combined Liability and Legal Protection Insurance from Irwell Insurance Company Limited.

This Policy provides an extensive range of potential cover arranged in Sections. It is designed to allow You and/or Your insurance adviser to select cover suitable for the demands and needs of Your Business. The Sections of cover You have chosen for Your Business are stated in the Schedule, which forms part of this contract. The contents table at the beginning of this Policy will help You find Your way around.

Your Policy is subject to Endorsements, which may add conditions or exclusions or make other amendments to this Policy which are specific to Your Business.

We (the Insurer) have given written delegated authority to our Binding Underwriter to underwrite on Our behalf. Details of the Insurer(s), Binding Underwriter and Unique Market Reference number are as stated in the Schedule.

It is important that You:

- read and review any information You or Your insurance adviser provide to Us, including any Statement of Fact if applicable, and ensure that it is correct, complete and free of any misrepresentation;
- check that Your Policy (including any Endorsements), the Sections, Schedule, and Limits of Indemnity are those which You have requested;
- understand the Endorsements, General Exclusions (such as the Cyber Exclusion) to ensure they are compatible with Your Business;
- understand and comply with Your duties under this Policy;
- if any part of Your Policy requires an amendment please return for correction to, if applicable, Your insurance adviser or to Our Binding Underwriter.

Alterations in the cover required after this Policy is issued will be confirmed by a separate Endorsement and/or Schedule. You should keep these with Your Policy document in a safe place in case You need to refer to it.

Choice of Law

Unless otherwise agreed by Us in writing, this insurance is governed by the laws of England and Wales.

Any dispute arising in relation to this insurance will be determined exclusively by the courts of England and Wales.

Any Acts of Parliament or Statutory Instruments referred to in this insurance shall include, where applicable, equivalent legislation in Scotland and Northern Ireland and shall also include any subsequent amending or replacement legislation.

The Insurance Act 2015

This important new legislation includes clarification of the duties and remedies between You and Us in the following key areas:

- Your duty of fair presentation to Us.
- The remedies We have for non-disclosure, misrepresentation and fraudulent claims.

This Policy, unless modified or amended by Endorsement, does not contract out of the Insurance Act 2015.

Any contracting out of the Insurance Act 2015 will be clearly identified and explained by specific Endorsement. It is important that You should pay special attention to any such Endorsement, which may apply depending on the trade or particular risks involved.

Your Duty of Fair Presentation

We have relied on the information You have given Us in setting the terms and premium for this Policy. You owe Us a duty of fair presentation under the Insurance Act 2015. To comply with this duty, it is very important that:

- You provide Us with all material information in a clear and accessible form, having made reasonable searches and enquires of all information available to You (including information held by third parties, such as agents, service providers or anyone insured by the Policy);
- the information You provide, including Your answers to any Statement of Fact and all other information You provide, is correct, complete and free of any misrepresentation;
- any statements of opinion, expectation or belief are made in good faith.

Your duty of fair presentation applies at commencement, renewal and whenever making any changes to Your Policy.

If You breach Your duty of fair presentation, You may adversely affect Your Policy and Your ability to make any claim:

1. If Your breach is deliberate or reckless and We show that if You had complied with Your duty We would not have entered this Policy, or would only have done so on different terms, We will be entitled to treat this Policy as if it had never existed, refuse to pay all claims, reclaim any sums paid to You and need not return the premium paid;
2. If Your breach is neither deliberate nor reckless and We show that if You had complied with Your duty:
 - a) We would not have entered this Policy, We will be entitled to treat this Policy as if it had never existed, refuse to pay all claims, reclaim any sums paid to You and return the premium paid;
 - b) We would only have entered this Policy on different terms, We will be entitled to:
 - I. treat this Policy as if it had been entered into on those different terms;
 - II. reduce any claim in the same proportion as the premium actually charged bears to the higher premium that would have been charged.
3. We, Our Binding Underwriter and/or Your insurance adviser will write to You if We intend to treat Your Policy as if it never existed or amend the terms of Your Policy.

Notifying any changes during the policy period

Your failure to promptly notify Us of changes in the information You have provided may adversely affect Your Policy or Your ability to make any claim, in whole or part. Claims arising from or connected to a material change to You or Your Business or the risks insured, as compared to the information you declared at the inception of this Policy may be excluded unless covered by an express extension or Endorsement to this Policy.

If You become aware at any time during the Period of Insurance of material changes to the information You provided to Us (for example, due to new developments in Your Business), You or Your insurance adviser must inform Our Binding Underwriter as soon as reasonably practicable.

We will be entitled to revise the premium and/or the terms of this Policy (retrospectively if appropriate), to reflect the material change and/or to exercise Our right to cancel this Policy. If You are late in notifying Us of any inaccuracy or material change and We would have cancelled this Policy if You had notified Us as soon as reasonably practicable, We will be entitled to treat this Policy as if it had been cancelled by Us after You should have notified Us.

Once We have been notified of any material change, We will advise You if this affects Your Policy. You will pay any additional premium due and confirm Your acceptance of any amended terms within thirty (30) days of being notified of such changes by Us. We may decide simply to note the change for the purpose of review prior to renewal.

Your duties under the Policy

The Policy includes details of what You must do in order to comply with the terms on which We provide cover. Each Section includes details of Your duties applying to that specific Section, including some duties which apply only to specific extensions of cover. The General Conditions and General Exclusions (which appear after the Sections) include duties which apply to more than one Section.

You must take time to understand Your duties in relation to this Policy. If You overlook or fail to comply with Your duties You may adversely affect Your Policy or Your ability to make any claim, in whole or part.

The Making a Claim Section includes duties relating to the claim process.

Conditions Precedent to our Liability

This Policy, unless modified or amended by Endorsement, does not include conditions precedent to Our liability.

Any conditions precedent to Our liability will be clearly identified and explained by specific Endorsement. It is important that You should pay special attention to any such Endorsements, which may apply depending on the trade or particular risks involved. Failure to comply with a condition precedent may result in a loss of cover or an inability to make a claim.

Non-payment of premium

In the event that You do not pay the promised premium to Your insurance adviser or Us within the agreed time limit for such payment this Policy will be cancelled from its start date which means that You have never had any cover or protection from this Policy.

If Your Policy is cancelled, We or Our Binding Underwriter will send You a letter of cancellation to Your last known address.

Compliance with Terms and Conditions

You must comply with all terms and conditions in this Policy and, if We request it, provide such proof of compliance at Your expense as We may reasonably require. You will be liable to Us for loss caused by any breach of terms or conditions, which may include any increase in Our liability under this Policy caused by Your breach.

Making a Claim

This part of Your Policy explains how to make a claim and explains Your obligations relating to the claims process.

Our Claims Commitment to You

We aim to provide You with an efficient and easy to use claims service. To do this, We may use specially selected companies to deal with Your claim on Our behalf.

We will, throughout the claims process;

- Act with honesty and integrity.
- Keep You informed of any significant developments regarding the status of Your claim.
- Inform You if We cannot deal with any part of Your claim and provide a clear explanation of the reasons why.
- Provide You with the highest level of customer care at all times.

Where Our consent is required prior to incurring costs or taking other action relating to any claim, We will not unreasonably withhold or delay providing You with consent. This process protects You from incurring costs or taking action that is not covered by this Policy.

Fraudulent Claims and Dishonest Acts

If You, or anyone acting on Your behalf, make a fraudulent or fraudulently exaggerated claim under this insurance, or otherwise seek dishonestly to deceive Us during the course of any claim, We:

1. will not be liable to pay the claim; and
2. may recover from You any sums paid by Us to You in respect of the claim; and
3. may by notice to You treat this Policy as having been terminated with effect from the time of the fraudulent or dishonest act.

If We exercise Our rights under 3 above We:

- a) shall not be liable to You for any relevant event which occurs after the time of the fraudulent or dishonest act. A relevant event is whatever gives rise to Our liability under this Policy (for example – if a loss is incurred or You make a claim or if We are notified of circumstances which may give rise to a claim); and
- b) need not return any premium paid.

Free Legal Helpline

Provided by our partners at Irwell Law. Monday to Friday, 9am to 5pm.
0344 892 0117

The Irwell Law Helpline Provides You with confidential telephone legal advice on employment legal matters subject to the laws of England.

Please note the legal advice helpline is not intended to replace the services of a solicitor, but rather to assist You to identify the legal issues at hand, consider Your legal rights and what courses of action are available to You and whether You need to consult a solicitor. The helpline can 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 cover under this insurance.

Using the Helpline Service, where obtaining legal advice, does not constitute notification of a claim. Please refer to the How to make a claim section.

Commercial Legal Advice Helpline

0344 892 0161

The Commercial Legal Advice Helpline provides You with confidential telephone legal advice on commercial legal matters subject to the laws of England, Wales, Scotland, Northern Ireland and the Isle of Man. Please note the legal advice helpline is not intended to replace the services of a solicitor, but rather to assist You to identify the legal issues at hand, consider Your legal rights and what courses of action are available to You and whether You need to consult a solicitor. The helpline can 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 cover under this insurance.

Using the Helpline Service, where obtaining legal advice, does not constitute notification of a claim. Please refer to the How to make a claim section.

Claim Conditions and How to Report a Claim, applicable to Section 1 (Commercial Legal Protection) & 2 (Employment Legal Protection)

Please note the terms under General Conditions applicable to Section 1 (Commercial Legal Protection) and Section 2 (Employment Legal Protection).

If You are involved in a legal dispute which cannot be resolved by using Our Helpline Service and needs to be reported as a claim under this Policy, please phone Our dedicated claims reporting line on 0344 892 0117. All calls are recorded for training purposes.

Please have ready Your Policy number or the name of the organisation who sold You this Policy.

Please note the following important information:

- a) An Insured Person must report their claim to us on 0344 892 0117 as soon as the Insured Person becomes aware of any circumstances which could give rise to a claim under this Policy. You will need to provide confirmation that any other Insured Person has Your authority to claim.
- b) Be ready to provide as much information concerning the claim as possible. This may include details of employment contracts or agreements entered into with other parties, names and addresses of all parties involved, expert or medical reports and contact details of any witnesses. We may also ask an Insured Person to provide other information relevant to the claim as part of its assessment which may involve completing a claims form.
- c) This is a claims made insurance which means that claims must be notified to Us during Your Period of Insurance. If Your Policy expires and an Insured Person's claim is reported more than 14 days after the expiry date, We will not be able to assist with the claim.
- d) We will not provide cover if the circumstances giving rise to a claim exist before the start date of this insurance (please refer to General Exclusion 1 applicable to Sections 1 and 2).
- e) Under no circumstances should an Insured Person instruct their own lawyer, accountant or legal representative or incur any costs before We have accepted the claim as We will not pay any costs incurred without Our agreement. Unless it is necessary to start legal proceedings (starting an action in a court to settle a dispute) or if there is a conflict of interest (where Our chosen Appointed Adviser cannot act for an Insured Person as to do so would breach their professional code of conduct), We will appoint Our own Appointed Adviser to act on the Insured Person's behalf if We accept Your claim.
- f) We will always choose the Appointed Adviser in any claim where We are liable to pay a compensation award. This means We will always choose the Appointed Representative for any claim arising under Insured Incidents 2(d) – Data Protection Breaches under Section 1 and Insured Incident 2 – Employment Compensation Awards under Section 2
- g) Once all relevant information has been received, an assessment of an Insured Person's claim will be conducted, and We will let the Insured Person know if We can help. Please note that Reasonable Prospects of Success must be present throughout the duration of any claim and cover could be withdrawn if at any stage Reasonable Prospects of Success no longer exist which could be as a result of new information emerging regarding the claim or as legal arguments develop.

- h) If We are unable to cover an Insured Person's claim, We will explain the reasons why and discuss any other available methods (which may be at the Insured Person's expense) to help achieve a successful outcome.

If You need to write to Us, You can write to Us at the following address:

Irwell Insurance Company Limited
2 Cheetham Hill Road
Manchester, M4 4FB
Alternatively, You can email Us at claims@irwell.co.uk

Or You can telephone: 0344 892 0117

Please ensure to include Your Policy number on all correspondence.

How to Complain

If your complaint is about the way a Policy was sold to you

If Your complaint is about the way a Policy was sold to You, please contact the insurance adviser who sold the Policy to You.

If your complaint is about your claim

We are committed to providing a high level of service, but if You believe that We have not delivered the service You expected from Us, please let Us know so that We can put things right. If You wish to make a complaint, please contact:

The Complaints Officer
Irwell Insurance Company Limited
2 Cheetham Hill Road
Manchester
M4 4FB

Email: complaints@irwell.co.uk
Telephone: 0344 892 0164

We will contact You within 3 days of receiving Your complaint to inform You of what action We are taking. We will try to resolve Your complaint within 4 weeks. If it will take Us longer, We will explain why and let You know when You can expect Our final response.

Referring your complaint to the Financial Ombudsman Service

If You are not happy with Our response to Your complaint, or You have not received a response within 8 weeks of the date We received Your complaint, You may be eligible to refer Your case to the Financial Ombudsman Service.

The Financial Ombudsman Service can review complaints from 'eligible complainants', but Your complaint must be submitted to them within 6 months of receiving Our final response.

Further information can be found at: www.financial-ombudsman.org.uk

The Financial Ombudsman Service exists to help resolve complaints when We have not been able to resolve matters to Your satisfaction.

The service they provide is free and impartial.

You can contact the Financial Ombudsman Service using the following details:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR
Telephone: 020 7964 1000
Fax: 020 7964 1001
Email: complaint.info@financial-ombudsman.org.uk
Web: www.financial-ombudsman.org.uk

This complaints procedure does not affect Your legal rights.

Financial Services Compensation Scheme

The Insurer is a member of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if We are unable to meet Our liabilities under this insurance. This depends on the type of business and the circumstances of the claim. Such claims are protected for 90% without any upper limit. For compulsory classes of insurance, the claim will be met in full. Further information about the compensation scheme arrangements is available from FSCS. Information can be obtained on request, or by visiting the FSCS website at www.fscs.org.uk

FSCS contact details:

Financial Services Compensation Scheme
PO Box 300
Mitcheldean
GL17 1DY

Email:	enquiries@fscs.org.uk
Telephone (for UK callers):	0800 678 1100 (freephone)
Telephone (for callers from abroad):	+44 (0) 20 7741 4100
Web:	www.fscs.org.uk

How do I cancel this insurance policy?

Should You decide to cancel this Policy You can do so at any time by notifying Your insurance adviser or writing to Our Binding Underwriter.

If You do not exercise Your right to cancel this Policy the insurance will continue in force and You will be required to pay the premium.

However, if You make a claim or if We are notified of circumstances which may give rise to a claim a refund of premium may not be given.

If this Policy is cancelled prior to or within the cooling-off period You must return to Us all Policy documentation.

Your Cancellation Rights

Prior to the start of the Period of Insurance

If You decide to cancel this Policy and You provide Us with Your written instruction before the start of the Period of Insurance and no cover is to be provided by Us, You will be entitled to a full refund of the premium.

During the cooling-off period of fourteen (14) days

You have the statutory right to cancel this Policy within fourteen (14) days from the purchase of this Policy or its renewal date or from the day on which You receive this Policy or renewal documentation, whichever is the later.

- To cancel this Policy please write to Your insurance adviser or Our Binding Underwriter to confirm Your requirements.
- Upon receiving Your instructions We will cancel this Policy:
 - where You request that no cover is to be provided by Us, You will be entitled to a full refund of premium; alternatively
 - where You request this Policy coverage to be operative for a limited number of days within the cooling-off period You will be entitled to a refund of premium paid, less a deduction for any time for which We have provided cover. This is calculated in proportion to the time We have provided cover provided there have been no claims or circumstances that have occurred which may give rise to a claim under this Policy, in which case no premium will be refunded.
- If You do not exercise Your right to cancel this Policy the insurance will continue in force and You will be required to pay the full premium.

After the cooling-off period

You may cancel this Policy at any time by giving notice in writing to Your insurance adviser or Our Binding Underwriter.

- Upon receiving Your instructions, We will cancel this Policy and provided there have been no claims or circumstances that have occurred which may give rise to a claim under this Policy, You will be entitled to a refund of premium paid less a deduction for any time We have provided cover. This is calculated in proportion to the time We have provided cover unless a minimum premium has been accepted by You increases this calculated amount.
- Cancellation outside the cooling-off period may also incur an additional charge, as stated in the Schedule, to cover the administrative cost accepted by You for providing the insurance.
- If You do not exercise Your right to cancel this Policy the insurance will continue in force and You will be required to pay the premium.

Our Cancellation Rights

We can cancel this insurance by giving You thirty (30) days' notice in writing.

We will only do this for a valid reason.

Examples of valid reasons are as follows but these are not limited to:

1. non-payment of premium in which case cancellation is effective from the start date of the Period of Insurance. This has the same effect as if You have never had any cover or protection from this Policy;
2. a change in risk occurring which means that We can no longer provide You with insurance cover;
3. Your non-cooperation or failure to supply any information or documentation We request;
4. Your threatening or abusive behaviour or use of threatening or abusive language.

If this Policy is cancelled then, provided a claim or the possibility of a claim has not been notified to Us You will be entitled to a refund of any premium paid, subject to a deduction for any time for which You have been covered and You may incur an additional charge, as stated in the Schedule, to cover the administrative cost as accepted by You for providing the insurance.

If We decide to cancel this Policy We or Our Binding Underwriter will do so by sending You a letter of cancellation to Your last known address.

Important Information

The insurance provided by this Policy is underwritten by Irwell Insurance Company Limited who are registered in England, registration number 02887406. Registered Office: 2 Cheetham Hill Road, Manchester, M4 4FB. Irwell is authorised by the Prudential Regulatory Authority and is authorised and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority. PRA Registration No. 202897.

Use of Your Information by Irwell Insurance Company Limited

Irwell Insurance Company Limited (the Data Controller) is committed to protecting Your privacy in accordance with the current Data Protection Legislation as per the terms set out in the General Data Protection Regulations 2016 (GDPR) and the Data Protection Act 2018 (DPA). This fair processing notice sets out the details of the information that We may collect from You, as well as the ways in which We may process data relating to You and Your company. This notice should be read in conjunction with Our products terms and conditions. The specific company also acting as a data controller of Your personal information will be listed in the Policy documentation we provide to You.

Irwell Insurance Company Limited may process Personal Data in order to arrange Your insurance cover (including renewals and claims), to comply with a legal requirement, to administer accounts, for research and statistical purposes, to provide customer service, to perform credit checks, to engage in fraud prevention and market Our products and services and any other related purposes which may include underwriting decisions made via automated means. In addition, We may use it for the purposes more particularly described below.

Irwell Insurance Company Limited may share Personal Data with Peninsula Business Services Limited (including Your name, telephone number and address). We are sharing Your data to enable Us to fulfil a contractual obligation We have to You. Peninsula Business Services Limited provide and administer SafeCheck and will contact You to provide this service. Peninsula Business Services Limited will not share the outcome of any SafeCheck with Us. If You have any concerns about the way in which Your data is being handled by Us please get in touch:

The Data Protection Officer
Irwell Insurance Company Limited
2 Cheetham Hill Road
Manchester, M4 4FB

Telephone: 0344 892 0118
Email: data.protection@irwell.co.uk

What personal information do we collect and use?

For the provision of Our products in some circumstances, We may need to obtain and process more sensitive personal information about You and Your company, such as information relating to health, criminal convictions, or civil offence data. We may also process other sensitive personal information including details of Your race; ethnicity; religious or philosophical beliefs; political opinions; trade union membership; genetic or biometric data; or data concerning Your sex life or sexual orientation if relevant to Your Policy or claim.

This information once gathered may form part the underwriting of the Policy or form part of the claims handling process. The provision of such data is conditional for Us to be able to provide insurance or manage a claim. Any such data will only be used for the specific purposes set out in Our notice.

How long will we keep your data for?

Your data will not be retained for longer than is necessary and will be managed in accordance with Our data retention Policy. In most cases, the retention period will be for a period of ten years following the expiry of the insurance contract, the closure of Your claim, or Our business relationship with You, unless We are required to retain the data for a longer period due to business, legal or regulatory requirements.

Will your data leave the United Kingdom?

We may store, process or transfer information We collect about You to destinations outside of the United Kingdom ("UK"). Where this happens, We ensure that Your information is treated securely using appropriate safeguards. For example, We would protect any transfer of data to another party with standard contractual clauses (SCCs) built in as part of the contractual obligations in accordance with GDPR legislation.

Policy Cover

General Definitions applicable to All Sections

Certain words have specific meanings when they appear throughout this Policy. They will be capitalised.

Adviser's Costs and Expenses

- a) Reasonable and necessary costs, fees and disbursements chargeable by the Appointed Adviser which have been agreed by Us in accordance with Our Standard Adviser's Terms of Appointment.
- b) Costs and disbursements incurred by the other party in civil cases if an Insured Person is ordered to pay them or pay them with Our agreement.

Appointed Adviser

The law firm, accountant or other suitably qualified person appointed by Us to act on Your behalf, under the terms and conditions of this insurance and in accordance with Our Standard Adviser's Terms of Appointment.

Benefit(s)

Any Housing benefits claimed by the Tenant(s), such as Housing benefit or universal credit.

Binding Underwriter

Is the legal entity which We have authorised under contract to underwrite and bind insurance on Our behalf, their details are stated in the Schedule

Business/ Business Activity

The activities carried out by You, as shown in Your Schedule.

Deposit

The money held by You in a Deposit Protection Scheme, which is at least one months' Rent, and does not exceed that allowed by legislation, or an equivalent deposit replacement insurance, which acts as a security for You in the event that the Tenant(s) breaks their Tenancy Agreement.

Employee

Any prospective, current or former person contracted to work for You under a permanent full or permanent part time contract of employment or apprenticeship or an individual who works under Your supervision.

Housing Acts

The Housing Act 1988, The Housing Act 1996, The Housing (Scotland) Act 1988, any amending, superseding or equivalent legislation applicable in the Territorial Limits. Any of these contracts must be properly executed and contain enforceable termination rights equivalent to the domestic legislation otherwise applicable to a private residential tenancy.

Insured Incident

An incident or event or the first in a series of incidents or events, arising at the same time or from the same originating cause, which leads to a claim under this insurance and where We have agreed to provide cover under the terms and conditions of this insurance.

Insured Person

You, and at Your request:

- a) Your directors, partners, managers, and employees.

Landlord

The person or company who enters into a Tenancy Agreement(s) with the Tenant(s).

Let Property

The property or properties that You own or are Your responsibility, which are let to a Tenant by You under a written Tenancy Agreement that is executed properly and contains an enforceable forfeiture Clause.

Limit of Indemnity

The maximum amount We will pay as stated in the Schedule.

Monthly Benefit

The sum of money paid each month by the Insurer, for Rent Arrears, in the event of a successful claim.

Period of Insurance

The period shown as stated in the Schedule both days inclusive.

Policy

The contract of insurance comprises of, the Schedule, terms, exclusions, conditions, applicable active policy Sections together with Endorsements.

Proceedings

Civil or arbitration proceedings or appeals arising therefrom.

Reasonable Prospects of Success

For each action following an Insured Incident there must always be more than a 50% chance that You will:

- a) recover any losses or damages;
- b) successfully defend a claim or prosecution;
- c) succeed in reducing a sentence, penalty or a fine if You plead guilty in a criminal prosecution;
- d) succeed in enforcing a judgment or obtain a legal remedy which We have agreed to; or
- e) make a successful appeal or defence of an appeal.

In all cases We or a suitably qualified expert acting on Our behalf will assess whether Reasonable Prospects of Success exist. This assessment will also take into account whether a reasonable person would wish to pursue such a dispute if this insurance was not in force.

Rent

The sum payable by the Tenant(s) to You as set out in the Tenancy Agreement(s).

Rent Arrears

Unpaid Rent, either in part or full that is owed to You by the Tenant(s) or guarantor.

Residential Unit

The residential part of the Let Property within the Territorial Limit as specified in Your Schedule which is occupied by a Tenant(s) and let under a Tenancy Agreement(s) which is:

- a) an assured shorthold tenancy or assured tenancy as defined in the Housing Acts; or
- b) a company residential tenancy (company let) created after 28th February 1997, where a residential Property is let to a public limited company (Plc) or limited company (Ltd) purely for residential purposes; or
- c) a standard contract under the Renting Homes (Wales) Act 2016; or
- d) an assured tenancy or short assured tenancy under the Housing (Scotland) Act 1988; or
- e) a private residential tenancy under the Private Housing (Tenancies) (Scotland) Act 2016; or
- f) a private residential tenancy to which the Private Tenancies (Northern Ireland) Order 2006 applies; or

equivalent tenancy agreements created due to any amending of future legislation applying to this definition.

Satisfactory Reference

1. A full Tenant Reference showing a Pass or Conditional Pass, where all conditional pass parameters have been met on the Tenant and guarantor obtained from an approved Tenant Referencing company. Details of these companies are available at www.addeptgroup.co.uk/tenantreferencing. The Tenant Reference should provide, but not be limited to, written references from a previous managing agent or landlord and employer, an affordability check and a credit history check, or
2. A credit check against the Tenant and any guarantor obtained from a licensed credit referencing company showing no County Court Judgments in the past three years and no outstanding County Court Judgments, together with copies of two forms of identification, one of which must contain a photograph, and a written employers' reference on company letter headed paper confirming the Tenants or guarantors permanent and current employment and that their gross monthly salary is at least a multiple of 2.5 of the Tenant's Rent, or
3. Where the Tenancy Agreement with the Tenant has been in place for more than 12 months at the start of the Period of Insurance, evidence that there has been no history of Rent Arrears, which would include payments made one or more calendar days later than the Rent due date as set out in the Tenancy Agreement.

Evidence of the Satisfactory Reference should be kept on file and provided to the Insurer when requested.

Schedule

Attaching to this Policy which incorporates Your details and the scope of coverage provided by this Policy.

Section

That part of this Policy which states the detail of the coverage provided and shown as operative in the Schedule.

Standard Adviser's Terms of Appointment

A separate agreement, available on request, that We require an Appointed Adviser to enter into with Us. This agreement sets out the Appointed Adviser's responsibilities and the amounts We will pay the Appointed Adviser in respect of an Insured Incident.

Tenancy Agreement(s)

The written agreement or the written statement of main details of an unwritten tenancy or lease for the Let Property between You and the Tenant(s).

Tenant(s)

The person(s), company, partnership or association as defined in the Tenancy Agreement(s) renting the Let Property from You.

Territorial Limits

Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Unoccupied

Any Let Property which is empty, disused, unfurnished, untenanted or where no Tenancy Agreement(s) is in active use.

Vacant Possession

The date when the Tenant(s) has surrendered the Residential Unit by:

- a) returning the keys;
- b) confirming they have vacated the Residential Unit, either verbally or written;
- c) the Residential Unit being abandoned; or
- d) the Court process has evicted the Tenant(s) from the Residential Unit.

We/Us/Our/Insurer

Irwell Insurance Company Limited or any person appointed by Us and authorised to act on Our behalf in relation to this Policy.

You or Your

The person, company or any other legal entity stated in the Schedule

Section 1 – Commercial Legal Protection

Introduction

Your Schedule will specify if this Section is operative. Thank you for purchasing Commercial Legal Protection Insurance from Irwell Insurance Company Limited.

This insurance will support You in pursuing or defending Your legal rights in an Insured Incident.

This is Your Commercial Legal Protection Policy document and it provides evidence of the contract between You and the Insurer.

This document forms part of Your Policy, along with Your Schedule, any Endorsements and, where applicable, a completed proposal form or Statement of Fact. Together these documents will give You full details of Your cover and the obligations between You and the Insurer.

Our obligation to you

In return for You paying or agreeing to pay the Premium shown in Your Schedule and subject to the terms, exclusions, limits and conditions of this Policy and any Endorsements, We will provide the cover detailed in the "Policy Cover" section of this Policy below.

Provided that:

- i) The Insured Incident is within the Territorial Limit; and
- ii) The action following an Insured Incident always has Reasonable Prospects of Success which must be present throughout the duration of the action.

In no circumstances will Our liability to You exceed the Limit of Indemnity detailed in Your Schedule.

Helpline Service

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

If You need to use the Helpline Service, please have ready Your Policy number or the name of the organisation who sold You this insurance.

To help Us monitor and improve service standards, all calls are recorded.

Commercial Legal Advice Helpline

Provides You with confidential telephone legal advice on commercial legal matters subject to the laws of England, Wales, Scotland, Northern Ireland and the Isle of Man.

To use the commercial legal advice helpline, please call 0344 892 0161.

Please note the legal advice helpline is not intended to replace the services of a solicitor, but rather to assist You to identify the legal issues at hand, consider Your legal rights and what courses of action are available to You and whether You need to consult a solicitor. The helpline can 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 cover under this insurance.

Using the Helpline Service, where obtaining legal advice, does not constitute notification of a claim. Please refer to the How to make a claim section described below.

We cannot be held responsible if any of the Helpline Service become unavailable for reasons outside of Our control.

Policy Cover Section 1 Commercial Legal Protection

Insured Incident 1 – Breach of Restrictive Covenant

What is covered	What is not covered
<p>Adviser's Costs and Expenses to pursue Your legal rights in a dispute with a current or former Employee following their breach of a restrictive covenant expressly incorporated into their contract of employment with You which places restrictions on that current or former Employee:</p> <ul style="list-style-type: none">a) Working for a direct competitor of You in a similar role or setting up as a direct competitor to You;b) Contacting Your current customers or suppliers with the intention of taking their business from You;c) Contacting Your current Employees with the intention of hiring them to work for a direct competitor of You. <p>Please note that the restrictive covenant must have been designed to reasonably and fairly protect Your legitimate business interests and must not contain any restrictions for periods longer than 12 months.</p>	

Insured Incident 2– Defence of Legal Rights

Part 1 – Defending an Insured Person

What is covered	What is not covered
<p>Adviser’s Costs and Expenses to defend an Insured Person’s legal rights (only upon Your request) following an event arising from Your Business Activity which leads to:</p> <ul style="list-style-type: none">a) Pre-charge An Insured Person being interviewed by the police or other authority with the powers to prosecute where the Insured Person is suspected of committing a criminal offence;b) Criminal prosecutions An Insured Person being prosecuted in a criminal court;c) Professional or regulatory body disciplinary hearings A formal investigation or disciplinary hearing brought against an Insured Person by a regulatory or professional body;d) Data Protection breaches Costs and Expenses for civil action taken against an Insured Person following a breach of data protection legislation, for the holding, loss, or unauthorised disclosure of data. This is only applicable in relation to the handling of personal data. If the civil action is by an individual, We will also cover compensation. We do not cover any compensation other than awarded to individuals. <p>Please note that You must have registered Your organisation as a data controller with the Information Commissioner Office before the breach or alleged breach occurred.</p>	<p>Any claim relating to:</p> <ul style="list-style-type: none">i) An Insured Person using or driving a motor vehicle;ii) Any investigation conducted by or on behalf of HMRC (this exclusion applies to Insured Incident 2(a) – Pre-charge only).iii) Compensation for any fines and/or penalties in the event of a data breach.

Part 2 – Defending You

What is covered	What is not covered
<p>Adviser’s Costs and Expenses to defend Your legal rights following an event arising from Your Business Activity which leads to:</p> <ul style="list-style-type: none">a) Wrongful Arrest Civil action taken against You for wrongful arrest following an allegation of theft from Your business premises;b) Appealing against a Statutory Notice An appeal against the imposition of terms of a Statutory Notice served on You by the relevant authority;c) Information Commission Officer (ICO) Appeals An appeal against the refusal of the ICO to register Your application for registration.	

Part 3 – Defending an Employee

What is covered	What is not covered
<p>Adviser’s Costs and Expenses to defend an Employee’s legal rights (only upon Your request) following an event arising from Your Business Activity which leads to:</p> <ul style="list-style-type: none">a) Unlawful discrimination Civil action taken against an Employee under legislation for unlawful discrimination on the grounds of age, gender, gender reassignment, sexual orientation, disability, race or religion or any other subsequent protected characteristic defined by Acts of Parliament;b) Pension trustee defence Civil action taken against an Employee in their role as a trustee of a pension fund set up for the benefit of Your Employees.	

Insured Incident 3 – Protecting Your Property

What is covered	What is not covered
<p>a) Nuisance and Trespass</p> <p>Adviser's Costs and Expenses to pursue or defend Your legal rights in a civil dispute relating to a legal nuisance or trespass which interferes with the use or right over land and/or buildings owned or occupied by You or for which You are legally responsible.</p> <p>Please note that where the claim relates to a dispute over the boundary of Your land and/or buildings, You must be able to supply Us with proof of where that boundary lies.</p> <p>b) Damage to Property</p> <p>Adviser's Costs and Expenses to pursue Your legal rights following an event which causes physical damage to:</p> <ul style="list-style-type: none">i) Land and/or buildings owned or occupied by You for which You are legally responsible; and/orii) Material property owned by You for which You are legally responsible. <p>c) Service Occupancy Licences</p> <p>Adviser's Costs and Expenses to pursue Your legal rights to recover possession of premises, owned by You or for which You are legally responsible, from a current or former Employee.</p>	<p>Any claim relating to:</p> <ul style="list-style-type: none">i) A contract You have entered into (other than a service occupancy licence in respect of Insured Incident 3(c));ii) Compulsory purchase orders, repossession or planning permissions, building regulations or restrictions or controls placed on Your land and/or buildings by any government, public or local authority;iii) Any work carried out by, or under the order of, government, public or local authorities or their contractors (unless the claim is for accidental physical damage to Your land and/or buildings and/or material property);iv) Motor vehicles owned or used by or hired or leased to an Insured Person (other than damage to motor vehicles where Your Business Activity is the selling of motor vehicles);v) Goods in transit or goods lent or hired out;vi) Subsidence, heave, quarrying or mining activities.

Insured Incident 4 – Personal Injury

What is covered	What is not covered
<p>Adviser's Costs and Expenses to pursue an Insured Person's (and family members who permanently live with them) legal rights following a sudden and specific event which causes death or bodily injury to the Insured Person (or family members who permanently live with them).</p> <p>Please note that:</p> <ul style="list-style-type: none">i) We will only provide cover for an Insured Person (and members of their family who permanently live with them) at Your request; andii) Claims relating to stress, mental illness, emotional or psychological injury are only covered if that condition is caused by a sudden and specific event which results in physical bodily injury to an Insured Person (or to members of their family who permanently live with them).	<p>Any claim relating to illness or injury which develops gradually over a period of time or is not caused by a sudden and specific event.</p>

Insured Incident 5 – Jury Service and Witness Expenses

What is covered	What is not covered
<p>We will pay an Insured Person's lost salary or wages, up to a maximum of £1,000, from time taken off work to:</p> <ul style="list-style-type: none">a) Perform jury service;b) Attend a court, tribunal, mediation, arbitration, disciplinary or regulatory hearing at the request of an Appointed Adviser in respect of an Insured Incident under this Policy. <p>Please note that:</p> <ul style="list-style-type: none">i) We will only pay sums which cannot be recovered from the relevant court, tribunal or any other party, or sums which are not payable by You; andii) We will only provide this cover for an Insured Person if You request that We do so.	<p>Any claim where an Insured Person cannot provide evidence of the extent of their lost salary or wages.</p>

Insured Incident 6 – Statutory Licence Appeal

What is covered

Adviser's Costs and Expenses in an appeal to the relevant statutory or regulatory authority, court, or tribunal, following their decision to suspend, cancel, alter the terms of or refuse to renew a licence or certificate of registration, which has been issued to You under statute or statutory instrument or by Government or Local Authority and which is required for You to carry out Your Business Activity.

Please note that:

- i) We will only provide cover for appeals and will not help with an application for an original or renewal of a licence or certificate of registration.

What is not covered

Any claim relating to the ownership, driving or use of a motor vehicle.

Insured Incident 7 – Contract Disputes

What is covered	What is not covered
<p>Adviser's Costs and Expenses to pursue or defend Your legal rights in a dispute arising from a breach or alleged breach of a contract entered into by You for the purchase, sale, hire, hire purchase, lease, or provision of goods or of services.</p> <p>Please note that:</p> <ul style="list-style-type: none">i) the amount in dispute must exceed £200 (including VAT);ii) if money is owed to You, all normal credit control procedures must be exhausted before You notify Us of a claim;iii) if the other party has not contested liability, Your claim will instead be considered under Insured Incident–8 - Recovery of Undisputed Debts (if that cover is in force).	<p>Any claim relating to:</p> <ul style="list-style-type: none">i) the sale or purchase of land or buildings or any lease, tenancy, or licence to occupy land or buildings (other than a dispute with a professional adviser in connection with such matters);ii) disputes over pensions, investments, guarantees, loans, mortgages, borrowing or any other arrangement You have with a bank, building society or supplier of credit;iii) motor vehicles owned or used by or hired or leased to You (other than contract disputes for the sale of motor vehicles where Your Business Activity is the selling of motor vehicles);iv) disputes over the amount of money or compensation payable in respect of a claim under any insurance policy;v) disputes with a current or former Employee arising from an actual or alleged contract of employment;vi) computer hardware, software, systems, or services which have either been supplied by You, or have been custom-made by a supplier to Your specific requirements;vii) a breach or alleged breach of professional duty by an Insured Person or any error or omission in any advice given by an Insured Person.

Insured Incident 8 – Recovery of Undisputed Debts

What is covered	What is not covered
<p>Adviser's Costs and Expenses to pursue Your legal rights to recover money and interest due to You arising from a breach or alleged breach of a contract entered into by You for the sale, hiring or leasing out or provision of goods or of services.</p> <p>Please note that:</p> <ul style="list-style-type: none">i) the debt must exceed £200 (including VAT);ii) all normal credit control procedures must be exhausted before You notify Us of a claim;iii) We must be satisfied that the other party has the financial means to pay the debt before We agree to take further action to recover that debt;iv) if the other party contests liability, Your claim will instead be considered under Insured Incident-7 - Contract Disputes (if that cover is in force).	<p>Any claim relating to:</p> <ul style="list-style-type: none">i) the sale or purchase of land or buildings or any lease, tenancy, or licence to occupy land or buildings;ii) pensions, investments, guarantees, loans, mortgages, borrowing or any other arrangement You have with a bank, building society or supplier of credit;iii) motor vehicles owned or used by or hired or leased to You (other than contracts for the sale of motor vehicles where Your Business Activity is the selling of motor vehicles);iv) the amount of money or compensation payable in respect of a claim under any insurance policy;v) sums owed by a current or former Employee arising from an actual or alleged contract of employment;vi) computer hardware, software, systems, or services which have been supplied by You.

Insured Incident 9 – Tax Enquiries

What is covered	What is not covered
<p>Adviser's Costs and Expenses</p> <ul style="list-style-type: none">i) to represent You in relation to an investigation into Your Business tax affairs for either a specific aspect or Your whole tax return, by HM Revenue & Customs;ii) in relation to Your compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations being disputed with HM Revenue & Customs;iii) in relation to Your VAT matters from a dispute with HM Revenue & Customs after the issuance of an assessment, written decision or notice of a civil penalty by them. <p><i>Please note that: You must have taken care to ensure that all returns are complete and correct and submitted within the statutory deadlines.</i></p>	<p>Any claim relating to:</p> <ul style="list-style-type: none">i) any tax avoidance scheme;ii) any failure in relation to registering for Value Added Tax or Pay As You Earn;iii) any investigation or enquiries conducted by, with or on behalf of HM Revenue & Custom's Specialist Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office;iv) import VAT or import and excise duties;v) any investigation or enquiry by HMRC into alleged fraud, alleged dishonesty or alleged criminal activity.vi) in respect of routine presentation of Your affairs such as preparation and rectification of records and returns.

Insured Incident 10 – Let Property Disputes

What is covered	What is not covered
<p>Adviser's Costs and Expenses to pursue Your legal rights:</p> <p>a) Repossession</p> <p>To obtain possession of the Let Property, provided that:</p> <ul style="list-style-type: none"> i) all statutory and contractual notices have been correctly served on the Tenant(s) by You or on Your behalf; ii) with Our prior agreement, We will pay: <ul style="list-style-type: none"> a) the costs of Your hotel accommodation for a maximum of 30 days up to £150 per day; b) storage costs up to £10 per day for storage of Your personal possessions for a maximum of four weeks after termination of the lease or tenancy agreement, <p>You must be seeking possession of the Let Property, and unable to reoccupy the Let Property.</p> <p>b) Eviction of Squatters</p> <p>To evict anyone, other than Tenant(s) or ex-Tenant(s), who have not got Your permission to be in the Let Property.</p> <p>Please be aware that for England, Wales and Scotland squatting in residential properties is a criminal offence and You must therefore contact the police first.</p> <p>c) Rent Recovery</p> <p>To recover an undisputed debt for Rent and interest unpaid due from a lease, licence or tenancy of the Let Property. This includes enforcement of judgment.</p> <p>Provided that:</p> <ul style="list-style-type: none"> i) the amount in dispute exceeds £400 (inc. VAT); ii) all of Your normal credit control procedures have been exhausted; iii) a claim is made within 90 days of the money being due. In the case of Rent owed, it must 	<p>Any claim relating to:</p> <ul style="list-style-type: none"> i) A dispute occurring from or relating to: <ul style="list-style-type: none"> a) the lease or Tenancy Agreement's negotiation, review or renewal b) service charges c) any dispute with government, public or local authority, in relation to rent, tax or building regulations or decisions or compulsory purchase orders or restrictions or controls they placed on Your Let Property d) rents, either registering or reviewing e) purchasing the freehold of the Let Property f) rent assessment committees, rent tribunals, leasehold valuation tribunal, or land tribunals g) planning application, decision or review mining subsidence ii) Any claim where Your Policy has not been in effect for a minimum of 3 months, unless You had prior equivalent cover continuously in force. iii) Using the premises or land for agricultural purposes iv) any arbitration or Agricultural Land Tribunal as a result of disputes of a lease or contract of tenancy regulated by: <ul style="list-style-type: none"> v) the Agricultural Holdings Act 1986; or vi) Agricultural Tenancies Act 1995; or vii) at hearings of the Scottish Land Court as a result of disputes of a lease or viii) contract of tenancy regulated by: the Agricultural Holdings (Scotland) Act 1991: or ix) Agricultural Holdings (Scotland) Act 2003; as amended under the terms of the tenancy or lease or as directed by statute

have been overdue for a minimum of one calendar month;

- iv) in relation to Rent Arrears, if You have accepted payment or part payment from the Tenant, You must provide evidence that You have warned them this does not prevent You from taking further action to recover owed monies; and
- v) You have obtained and followed the advice from the Appointed Adviser before accepting payment of Rent Arrears in the situation that the Tenant is a limited company.

d) Property Damage

In a dispute regarding the Let Property's dilapidations.

Provided that:

- i) the amount in dispute exceeds £1,000;
 - ii) You have prepared an inventory detailing the conditions of all items on it prior to the commencement of the tenancy; and
 - iii) You prepare a detailed schedule of dilapidations once the Tenant has vacated the Let Property.
- e) Nuisance
- For the defending of any allegation of nuisance as a result of the Let Property Used only for residential purposes.
- f) Tenancy Disputes
- If there is a breach or alleged breach of the lease or tenancy agreement relating to the use or maintenance of the Let Property resulting in a dispute with the Tenant. This excludes repossession, recovery of money and dilapidations (please refer to Insured Incidents Let Property Disputes 10 a) Repossession, Let Property Disputes 10 c) Rent Recovery, and Let Property Disputes 10 d) Property Damage).

Insured Incident 11 – Rent Protection Insurance

Rent Protection Insurance can only be purchased in conjunction with Our Property Owners Legal Expense Cover. This Section of Cover only applies to Residential Units within the Property and when the Property is let and subject to payment of the additional agreed premium. It will be clearly stated on Your Schedule if this Section is operative.

What is covered	What is not covered
<p>Where We have accepted Your claim under Insured Incident 10a) – Repossession We will pay up to the Limit of Indemnity:</p> <ul style="list-style-type: none"> i) Monthly Benefit or benefit on a day basis where Your Tenant(s) under the Tenancy Agreement(s) fails to pay or defaults on their Rent payment until Vacant Possession is obtained; and <p>YOU MUST ENSURE THAT YOU COMPLY WITH THESE CONDITIONS. WE WILL NOT MAKE ANY PAYMENT UNDER YOUR POLICY IF YOU FAIL TO COMPLY WITH THESE CONDITIONS, UNLESS YOU CAN DEMONSTRATE THAT SUCH NON-COMPLIANCE COULD NOT HAVE INCREASED THE RISK OF THE LOSS OCCURRING IN THE CIRCUMSTANCES IN WHICH IT OCCURED.</p> <p>Conditions</p> <p>Our liability to pay is subject to the below conditions being met:</p> <ul style="list-style-type: none"> i) Ensure that during the tenancy full and up to date rental records are maintained, evidencing any Rent Arrears; ii) You have obtained a Satisfactory Reference for each Tenant(s) and guarantor before the tenancy start date; iii) If Rent is overdue the Tenant(s) and guarantor must be contacted within 7 days to find out why it has not been paid. Where appropriate all statutory and contractual notices must have been served upon the Tenant(s); iv) The Tenant(s) must be aged 18 years of age or older; v) You must ensure that the following procedures are adhered to: 	<p>We will not cover:</p> <ul style="list-style-type: none"> i) The Rent due once Vacant Possession is obtained; ii) Any interest on Rent Arrears; iii) If the Tenant(s) is in receipt of Benefit(s) then any shortfall between the Monthly Benefit and the Benefit(s) will not be covered by the Policy; iv) Any claims for Rent Arrears where the Residential Unit becomes Unoccupied; v) If Your Let Property is part-commercial and part residential, cover under this Section of the Policy is only applicable to the Residential Unit; vi) Any claims for Rent Arrears, which occur during a period of delays to the possession proceedings, or during which possession proceedings cannot begin, in relation to the Residential Unit, as a result of any unforeseen government, legislation, or Court guidance, systems or rules; vii) Any claim for Rent above that which is stated in the Tenancy Agreement, unless; <ul style="list-style-type: none"> a) the reference indicates that the Tenant(s) does have affordability for the increased amount, or b) the Tenant(s) has a Satisfactory Reference for the new amount, <p>Provided that in a) and b) the increased Rent abides with any requirements that are legislative, contractual or statutory.</p> viii) Any Rent Arrears claimed for that are accrued as a result of Your failure to: <ul style="list-style-type: none"> a) provide the required documentation or information to Us or the Appointed Adviser; and/or b) issue the correct notices to the Tenant(s);

- a) not allow a Tenant(s) in possession of the Property other than on the basis of Tenancy Agreement(s) duly signed by all parties;
- b) all necessary statutory and contractual notices have been served in the correct form on the Tenant(s);
- c) not allow any Tenant(s) into occupation until the Deposit is received;
- d) ensure that throughout the tenancy full and up to date rental records are maintained;
- e) maintained a regular program of inspections of the Residential Unit;
- f) completed a check-in / check-out inventory of the condition of the Residential Unit and any dilapidations caused to it by the Tenant(s); and
- g) action is taken promptly to gain Vacant Possession of the Residential Unit and/or recover unpaid Rent, unless the only reason for not taking action is that the Appointed Adviser advises that the expected costs incurred will be more than any money recovered.

vi) Where You become aware of an existing or potential claim under the Policy, and You have notified Us immediately and in any event no more than 90 days after the Insured Event.

When We pay Monthly Benefit and day basis benefit

- i) Monthly Benefit or day basis benefit will be paid in respect of Rent Arrears owed on the Residential Unit by the Tenant(s) for up to a maximum of twelve months or until Vacant Possession has been gained, whichever happens soonest, subject to the following:
 - a) such Rent Arrears occur during the Tenancy Agreement(s);
 - b) such Rent Arrears are continuous and first occur during the Period of Insurance and the subsequent claim is made during the Period of Insurance, or within 90 days of the end of it;
 - c) the Appointed Adviser decided that there is sufficient Prospect of Success to gain Vacant Possession of the Residential Unit and/or recover unpaid Rent; and
 - d) the Insurer has the right at any time to take over any claim or pursue Proceedings against the Tenant(s).

- ix) Any Rent Arrears claimed for, following Vacant Possession, prior to the deduction of the Deposit;
- x) Any claim where You cannot provide written confirmation as to Your financial interest in the Rent or Residential Unit;
- xi) Any claim where You cannot provide written evidence showing Your contractual liability for the entire amount claimed; or
- xii) Rent Arrears being the equivalent of less than one months' Rent.

- ii) Benefit will be paid on a day basis for Rent Arrears where there are incomplete months at a rate of 1/30th of the Monthly Benefit for each continuous day that Rent is in arrears. This is not available for days which the Monthly Benefit is comprised of.
- iii) The Monthly Benefit and day basis benefit will be paid monthly in arrears and will only be paid if the terms and conditions of the Policy are met. Once a maximum of twelve months' Rent has been paid, this Section of the Policy shall terminate, and all cover will cease.
- iv) Any Rent, either in part or in full, received by You or Us, from the Tenant(s), guarantor or any other parties, will be applied against Your claim, and may reduce any Monthly Benefit due by Us.
- v) You will be required to confirm prior to any Monthly Benefit payment that no Rent has been received from the Tenant(s), guarantor or any other parties. You will also be required to confirm that the Tenant(s) continue to reside in the Residential Units, and the basis on which You believe this to be correct.
- vi) After Vacant Possession any Monthly Benefit will be paid after the Deposit balance has been deducted unless You can evidence that the Deposit has been Used to meet the costs of dilapidations.

Section 2 – Employment Legal Protection

Introduction

Your Schedule will specify if this Section is operative. Thank you for purchasing Employment Legal Protection Insurance from Irwell Insurance Insurance Company Limited.

This insurance will support You in pursuing or defending Your legal rights in an Insured Incident.

This is Your Employment Legal Protection Policy document and it provides evidence of the contract between You and the Insurer.

This document forms part of Your Policy, along with Your Schedule, any Endorsements and, where applicable, a completed proposal form. Together these documents will give You full details of Your cover and the obligations between You and the Insurer.

Our obligation to you

In return for You paying or agreeing to pay the Premium shown in Your Schedule and subject to the terms, exclusions, limits and conditions of this insurance and any endorsements, We will provide the cover detailed in the "Policy Cover" section of this Policy below.

Provided that:

- i) The Insured Incident is within the Territorial Limit; and
- ii) The action following an Insured Incident always has Reasonable Prospects of Success which must be present throughout the duration of the action.

In no circumstances will Our liability to You exceed the Limit of Indemnity detailed in Your Schedule.

Helpline Service

You have access to the Helpline Service shown below. 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.

If You need to use the Helpline Service, please have ready Your Policy number or the name of the organisation who sold You this insurance.

To help Us monitor and improve service standards, all calls are recorded.

Legal Helpline

Provides You with confidential telephone legal advice on employment legal matters subject to the laws of England.

To use the Irwell Law Helpline, please call 0344 892 0117. The Irwell Law Helpline operates Monday to Friday, 9am to 5pm.

Please note the legal advice helpline is not intended to replace the services of a solicitor, but rather to assist You to identify the legal issues at hand, consider Your legal rights and what courses of action are available to You and whether You need to consult a solicitor. The helpline can 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 cover under this insurance.

Using the Helpline Service, where obtaining legal advice, does not constitute notification of a claim. Please refer to the How to make a claim section described below.

We cannot be held responsible if any of the Helpline Service become unavailable for reasons outside of Our control.

Policy Cover Section 2 Employment Legal Protection

Insured Incident 1 – Employment Disputes

What is covered	What is not covered
<p>Adviser’s Costs and Expenses to defend You in a dispute with a current, former or prospective Employee, or an individual who alleges they are employed by You, following a breach or alleged breach by You of:</p> <ul style="list-style-type: none"> a) A contract of employment or alleged contract of employment; and/or b) Employment legislation. 	<p>Any claim relating to:</p> <ul style="list-style-type: none"> i) Redundancy or alleged redundancy or unfair selection for redundancy which happens in the first 180 days of the first Period of Insurance (We will not apply this exclusion where You had continuous equivalent legal expenses insurance immediately before this insurance started); ii) Disputes arising solely from personal injury.

Insured Incident 2 – Employment Compensation Awards

What is covered	What is not covered
<p>Where We have accepted Your claim under Insured Incident 1 – Employment Disputes, We will pay:</p> <ul style="list-style-type: none"> a) Basic Awards, Compensatory Awards and/or compensation for breaches of employment legislation which have been awarded against You by a court or tribunal; or b) A sum We have agreed to settle the dispute which We have considered to be reasonable and proportionate. <p>Please note that at all times You must have followed the legally correct process and procedure in relation to any matter that could give rise to an Insured Incident.</p> <p>Failure to follow the legally correct process and procedure will result in Us not paying an award of compensation or any sums to settle the dispute.</p>	<ul style="list-style-type: none"> i) Additional Awards, Protective Awards, Aggravated Damages or Interim Relief. ii) Redundancy payments or monies due or payable under a contract of employment, service agreement or related document or from any related, implied or incorporated terms of a contract of service. iii) Any awards or increased awards following Your failure to comply with a current or previous recommendation of a court or tribunal or failure to comply with reinstatement or re-engagement orders. iv) Awards of compensation relating to statutory rights under occupational pension schemes. v) Awards of compensation due to Your failure to pay the National Minimum Wage.

General Conditions

An Insured Person must keep to these conditions as failure to do so may lead to Us refusing a claim, withdrawing funding from a claim, or cancelling this insurance (please refer to General Condition 11)

1. An Insured Person's Obligations

An Insured Person must:

- 1.1. Keep to the terms and conditions of this Policy;
- 1.2. Follow the legally correct process and procedure in relation to any matter that could give rise to an Insured Incident;
- 1.3. Take all reasonable precautions to prevent or minimise the risk of a claim occurring under this Policy and to avoid incurring any unnecessary costs; and
- 1.4. Supply Us with honest and accurate information when asked to do so.

2. Appointment of an Appointed Adviser

- 2.1. If We accept an Insured Person's claim, We will appoint an Appointed Adviser who may be able to negotiate settlement before or without the need for court action.
- 2.2. If an Insured Person's claim cannot be settled by negotiation and it becomes necessary for legal proceedings to be issued (starting an action in court to settle a dispute), or if a conflict of interest arises (where Our chosen Appointed Adviser cannot act for the Insured Person as to do so would breach their professional code of conduct), the Insured Person is free to nominate a law firm or suitably qualified representative to act as the Appointed Adviser.
- 2.3. We will always choose the Appointed Adviser to act on the Insured Person's behalf in any claim where We are liable to pay a compensation award (this means We will always choose the Appointed Adviser for any claim arising under Insured Incident 2(d) – Data Protection Breaches in Section 1 and under Insured Incident 1 - Employment Disputes and Insured Incident 2 - Employment Compensation Awards in Section 2).
- 2.4. Any law firm or suitably qualified representative nominated by an Insured Person must agree to represent the Insured Person in accordance with Our Standard Adviser's Terms of Appointment (which are available on request) and the most We will pay is no more than the amount We would have paid to Our own choice of Appointed Adviser.

3. Conduct of the claim

An Insured Person must:

- 3.1. Co-operate fully with Us and the Appointed Adviser and provide any relevant information, documentation, and evidence in connection with a claim when asked to do so; and
- 3.2. Keep Us and the Appointed Adviser fully informed of any developments and instruct the Appointed Adviser to provide Us with any information We ask for.

An Insured Person must not:

- 3.3. Act in a way which obstructs Us or the Appointed Adviser or hinders the progress of a claim; and
- 3.4. incur any Adviser's Costs and Expenses or any other costs or amounts without Our consent.

We can:

- 3.5. Contact the Appointed Adviser at any time and have access to all documents, information, and evidence regarding an Insured Person's claim;
- 3.6. Withdraw funding for a claim and pursue an Insured Person to recover Adviser's Costs and Expenses or other costs or amounts already paid, if the Insured Person pursues or withdraws from that claim without Our consent or fails to pass on any instructions to the Appointed Adviser;

- 3.7. Withdraw funding for a claim if an Insured Person dismisses the Appointed Adviser without Our consent and there is no valid cause to do so, or if the Appointed Adviser refuses to continue acting for an Insured Person with Our consent and there is valid cause to do so; and
- 3.8. Withdraw funding for a claim if at any time We believe Reasonable Prospects of Success are no longer present. We will still pay any Adviser's Costs and Expenses or other costs or amounts We have agreed to, prior to Reasonable Prospects of Success no longer being present.

4. Claims Settlement

- 4.1. An Insured Person must tell Us immediately when an offer to settle a claim is received and must not enter negotiations to settle a claim without Our prior consent.
- 4.2. If an Insured Person refuses a fair and reasonable offer to settle a claim, We will be entitled to withdraw funding for that claim and We will pay no further Adviser's Costs and Expenses or other costs or amounts.
- 4.3. We may decide to settle a claim by paying the reasonable value of that claim instead of pursuing, defending, or continuing with any action in court. In such cases We may decide to pursue the other party for the amount We have paid to an Insured Person and the Insured Person must allow Us to take over and continue the claim in their name and provide Us with any information in support of this action.
- 4.4. We may decide to pursue any third party We consider responsible for the loss in You or an Insured Person's name for the amount We have paid. You or an Insured Person must allow Us to take over and provide Us with any information in support of this action. to an Insured Person and the Insured Person must allow Us to take over and continue the claim in their name and provide Us with any information in support of this action.

5. Costs Recovery and Assessment of Costs

An Insured Person must:

- 5.1. Take all reasonable steps to recover Adviser's Costs and Expenses or other costs or amounts and pay such sums recovered to Us;
- 5.2. Tell the Appointed Adviser to have Adviser's Costs and Expenses taxed, assessed, and audited if We ask for this. If it is established that Adviser's Costs and Expenses or any other costs have been billed which have not been agreed by Us, We reserve the right to refuse to pay these unauthorised costs.

6. Appealing the outcome of a claim

- 6.1. Appeals regarding the outcome of an Insured Incident, either made by or against an Insured Person, must be notified to Us as soon as possible and, in any event, at least 10 days before the deadline of any appeal.
- 6.2. Reasonable Prospects of Success must still be present in order for an appeal to be considered.

7. Obtaining a legal opinion

- 7.1. We may require an Insured Person, at their own expense, to obtain an independent opinion from a barrister or other expert agreed between the Insured Person and Us over a claim's merits, financial value, and Reasonable Prospects of Success.
- 7.2. If the opinion supports the Insured Person and there are clear merits in proceedings with that claim, the costs incurred by the Insured Person in seeking that opinion will be reimbursed.

8. Contracts (Rights of Third Parties) Act 1999

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

9. Data Protection

You should understand that any information You have given Us will be processed by Us in compliance with the provisions of the data protection legislation, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to other parties. Some of the personal information We ask You for may be sensitive personal data as defined by the data protection legislation (such as information about criminal convictions and civil proceedings). We will not use such sensitive personal data about You or others except for the specific purpose for which You provide it and to provide the services described in Your Policy.

You have a right of access to, correction of, and, in certain circumstances, erasure of, information that We hold about You. If You would like to exercise either of these rights, You should contact:

The Data Protection Officer
Irwell Insurance Company Limited
2 Cheetham Hill Road
Manchester
M4 4FB

Email: data.protection@irwell.co.uk
Telephone: 0344 892 0118

10. Sanctions

We shall not provide any benefit under this Policy to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

11. Other Insurance

Subject to General Exclusions applicable to All Sections Clause 2 (Other Insurance), if at the time of any claim made under this Policy there is other valid and collectible insurance covering the same claim or any part thereof, or there would be such cover but for the existence of this Policy, the insurance provided by this Policy will operate in excess of the limits of the other insurance and will not contribute with such other insurance.

You shall on request provide us with copies of the terms of any other insurance to which this condition or General Exclusions applicable to All Sections Clause 2 (General Exclusions) may apply.

12. Disputes with Us

- a) If there is a dispute between an You and Us over this Policy, which cannot be resolved through Our internal complaints handling process, You are entitled to seek a resolution through the Financial Ombudsman Service as long as You are eligible to complain.
- b) Where the Financial Ombudsman Service cannot deal with that complaint, the dispute may be referred to arbitration where disputes are resolved by independent arbitrators in accordance with the Arbitration Act. The decision of the appointed arbitrator is binding, and the arbitrator may require You or Us to pay the costs.
- c) The arbitrator will be chosen jointly by You and Us. If We are not able to agree on the appointment of the arbitrator with You, the President of the Chartered Institute of Arbitrators will decide.
- d) Nothing in this clause shall limit Your right to pursue legal action against Us.

13. Fraud and fraud prevention agencies

If fraudulent activity or false or inaccurate information is identified, We may, at Our discretion, pass details to fraud prevention or law enforcement agencies who have the right to access and use this information, which could result in a prosecution.

General Exclusions

This Policy does not cover:

1. Claims arising before this insurance started

Any event or dispute which an Insured Person was aware of, or should reasonably have been aware of, which could give rise to a claim under this insurance and existed or happened before this insurance first started.

2. Costs incurred and legal actions we have not authorised

Any Adviser's Costs and Expenses or other costs incurred:

- 2.1. Before We have accepted a claim; and/or
- 2.2. Which We have not authorised in advance.
- 2.3. Any action taken by an Insured Person which We or the Appointed Adviser have not agreed to.

3. Fines and court awards

- 3.1. Fines, compensation (other than amounts We agree to pay under Insured Incident 2(d) – Data Protection Breaches in Section 1 or under Insured Incident 2 – Employment Compensation Awards in Section 2), damages or penalties awarded against an Insured Person;
- 3.2. Any costs an Insured Person is ordered to pay by a court of criminal jurisdiction.

4. Wilful acts

Any claim resulting from an act which is wilfully carried out and the outcome of which is consciously intended by an Insured Person.

5. Judicial Review and challenges to legislation

- 5.1. Judicial Reviews (reviewing the way a decision has been made by a government authority, local authority, or other public body), coroner's inquests or Fatal Accident Inquiries.
- 5.2. Any challenges to current or proposed legislation.

6. Disputes with Us or the Appointed Adviser

Any claim made against Us or the Appointed Representative (please also refer to General Condition, clause 12).

7. Intra-business disputes

- 7.1. Any claim relating to disputes between You (acting in Your capacity as the business, partnership or individual named in the Schedule who has purchased this insurance) and any of Your subsidiary, associated or parent companies.
- 7.2. Any dispute between shareholders, directors, or partners in Your business.

8. Franchise or agency rights

Any claim relating to disputes over franchise rights or agency rights.

9. Intellectual Property

Any claim relating to patents, copyrights, passing-off, trade or service marks, intellectual property, registered designs, secrecy, and confidential information (other than claims We have agreed to cover under Insured Incident 1 – Breach of Restrictive Covenant in Section 4).

10. Libel and slander

10.1. Any claim relating to something said or written:

- a) About an Insured Person which may damage the Insured Person's reputation;
- b) By an Insured Person which may damage another person's reputation.

11. Liquidation and insolvency

Any claim where either at the commencement of or during that claim, You have entered into liquidation, receivership, administration, become insolvent, are declared bankrupt or file for bankruptcy, or enter into a voluntary arrangement or deed of arrangement.

12. Rents, rates and tribunals

Any claim relating to:

- a) registering, reviewing or controlling rent;
- b) buying a freehold or the extension of a leasehold; or
- c) or any matter in connection with rent tribunals, land tribunals, rent officers, and rent assessment committees.

13. Other Insurance

This Policy does not cover legal liability in respect of which indemnity is available under any more specific insurance at the time of any claim made under this Policy, whether effected by You or by any other person or entity to whom indemnity would otherwise have been payable under this Policy.

14. Radioactive Contamination Exclusion

This Policy does not cover legal liability resulting or arising from:

1. ionising radiation by radioactivity from any irradiated nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
2. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.

15. Terrorism Exclusion

The Policy does not cover legal liability for loss, damage, cost or expense of whatsoever nature, caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

We also exclude loss, damage, cost or expense of whatsoever nature caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If We allege, on reasonable grounds, that by reason of this exclusion, any loss, Damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon You.

In the event any portion of this clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

16. War Exclusion

This Policy does not cover legal liability caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or use of military or usurped power.



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