



# **Landlords Rent and Legal Protection Policy**

## Policy Wording

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# CONTRACT OF INSURANCE

## Introduction

Thank you for purchasing Landlord Legal and Rent Protection Insurance from Devon Bay Insurance Company Limited. The policy will be arranged by Legal Protection Group Limited.

This insurance will provide assistance to pursue or defend **your** legal rights in a range of issues arising from the letting of **your insured property** including:

- Getting possession of **your insured property**
- Recovering rent owed to **you**
- Damage caused to **your insured property**
- Defence of criminal prosecutions
- HMRC enquiries into **your** personal tax affairs
- Access to 24-hour helpline services
- Rent arrears whilst vacant possession is being pursued
- Alternative accommodation and storage costs
- Nuisance or trespass
- Disputes over the purchase of goods or services
- Attending court as a witness

This is **your** Landlord Legal and Rent Protection policy document and it provides evidence of the contract between **you** and the **insurer**.

This document forms part of **your** policy, along with any attaching schedule, endorsement or, where applicable, a completed proposal form. Together these documents will give **you** full details of **your** cover, which **insured incidents** are in force and the obligations between **you** and **us** and the **insurer**.

Please carefully read all documents and contact the person who sold **you** this insurance if **you** have any queries or if any information is missing, incorrect or needs to be changed. It is important that **you** inform the person who sold **you** this insurance of any inaccuracies or changes as soon as possible as failure to do so could adversely affect the terms of this insurance, including invalidating this policy or claims being rejected or not fully paid.

Please keep all documents in a safe place in the event **you** need to refer to its terms and conditions, use the **Helpline Services** or make a claim.

**Your** insurance is arranged by Legal Protection Group Limited trading as **LPG**. **LPG** or the company who sold **you** the policy, will apply for the policy on **your** behalf with the **insurer**, Devon Bay Insurance Company Limited.

**LPG** is an appointed representative of Riviera Insurance Services Limited, who is authorised and regulated by the Financial Conduct Authority (FCA) under Firm Reference Number 786116. **You** may check this on the Financial Services Register by visiting the FCA website. **LPG** is registered in England and Wales (Company Number 10096688). Registered address: 8 Pinkers Court, Gloucester Road, Rudgeway, Bristol BS35 3QH

**Your** policy is underwritten by Devon Bay Insurance Company Limited. Devon Bay Insurance Company Limited is authorised and regulated by the Anguilla Financial Services Commission under License No. CAP/522. Devon Bay Insurance Company Limited is incorporated and registered in Anguilla (Company Number A000001957) and whose registered address is George Hill, 201 The Rogers Office Building, Edwin Wallace Rey Drive, 941, Anguilla.

## Our obligation to you

In return for **you** paying or agreeing to pay the premium:

- a) the **insurer** will provide the cover and benefits shown in **your** schedule and detailed in this policy wording, subject to its terms, exclusions, conditions and any endorsements; and
- b) the **insurer** will pay **adviser's costs and expenses** and, where applicable, rent arrears, alternative accommodation and storage costs and witness expenses, up to the **limit of indemnity** for any one **insured incident**.

### **Provided that:**

- (i) the **insured property** is in a suitable condition to be let as a private residence;
- (ii) the **insured incident** happens in the **territorial limit**;
- (iii) the **insured incident** is reported to **us** as soon as possible and within the **period of insurance** (if this insurance is not renewed, any claim must be reported within 14 days of the expiry of the **period of insurance**);
- (iv) any claim relating to unpaid rent is reported to **us** within 60 days of the rent becoming due and payable;
- (v) the **insured incident** always has **reasonable prospects of success** which must be present throughout the duration of **your** claim;
- (vi) any proceedings or other methods **we** agree to resolve **your** claim are dealt with by a court or other body within the **territorial limit**;
- (vii) before the **tenancy agreement** starts and unless **we** have expressly agreed otherwise, **you** must have obtained:
  - a) a satisfactory reference for each **tenant** (or their guarantor) from a licensed tenant referencing agency which includes:
    - a written reference from a landlord or managing agent if the **tenant** has been in rented accommodation within the last three months confirming no instances of rent arrears or neglect at that property.
    - confirmation from their current employer of the **tenant** or **guarantor's** employment status. Any fixed or short-term contract cannot end before the tenancy period ends.
    - confirmation that the **tenant's** (or their guarantor's) gross annual salary or income is at least 30 times the proposed monthly rent.
    - a credit history check confirming an acceptable risk or credit score which reveals no active County Court Judgments, bankruptcies or adverse financial features; and
  - b) a detailed, date-stamped, inventory of **your insured property's** condition and contents which has been agreed and signed by the **tenant** to confirm that the **insured property** is in a suitable condition to be let

## Helpline Services

**You** have access to the **Helpline Services** listed 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 (this does not apply to the **Counselling Helpline**).

If **you** need to use the **Helpline Services**, 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, other than those to the **Counselling Helpline**.

### Personal Legal Advice Helpline

Provides **you** with confidential telephone legal advice on personal legal matters subject to the laws of the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

To use the personal legal advice helpline, please call **0344 840 6345**.

### Personal Tax Advice Helpline

Provides **you** with confidential telephone advice on personal tax matters subject to the laws of the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

To use the personal tax advice helpline, please call **0344 840 6345**.

### Counselling Helpline

Provides **you** with a confidential telephone counselling service on matters causing **you** distress. This includes onward referral to relevant voluntary or professional services who may be able to provide further support.

***Access to the telephone counselling helpline is covered by this insurance. However, any costs incurred in using these onward referral services are not covered.***

To use the counselling helpline, please call **0344 840 6344**.

Using the **Helpline Services**, where obtaining legal or tax advice, does not constitute notification of a claim. Please refer to the **What to do if you need to make a claim** section described on **page 5**.

**We** cannot be held responsible if any of the **Helpline Services** become unavailable for reasons outside of **our** control.

## What to do if you need to make a claim

If **you** are involved in a legal dispute relating to **your insured property** which cannot be resolved by using **our Helpline Services** and needs to be reported as a claim under this insurance, please email **LPG's** dedicated claims email on **LfLClaims@legalprotectiongroup.co.uk**

**LPG** will help **you** collate all relevant information and will then present the claim application to **us** on **your** behalf.

Please supply **your** policy number or the name of the organisation who sold you this insurance on **your** initial email.

### Please note the following important information:

- a) **You** must report **your** claim to **us** on **0344 840 6345** as soon as **you** become aware of any circumstances which could give rise to a claim under this insurance. **Any claim relating to unpaid rent must be reported to us within 60 days of the rent becoming due and payable.**
- b) In cases where rent arrears have accrued, **you** must agree to **our appointed representative** taking all appropriate steps to negotiate the rent arrears with the defaulting **tenant** or any applicable guarantor before a notice of eviction is served upon the **tenant** to quit the **insured property** (please note this is a condition for cover to subsequently apply under **insured incident 2 – Rent Protection**).
- c) Be ready to provide as much information concerning the claim as possible. This may include copies of tenancy agreements or agreements entered into with other parties, names and addresses of all parties involved, the deeds to **your insured property** and contact details of any witnesses. **We** may also ask **you** to provide other information relevant to the claim as part of its assessment which may involve completing a claims form.
- d) 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 **your** claim is reported more than 14 days after the expiry date, **we** will not be able to assist with the claim.
- e) **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 exclusions applying to the whole policy 1**).
- f) Under no circumstances should **you** instruct **your** own lawyer, accountant or legal representative or incur any costs before the **insurer** has accepted the claim as the **insurer** will not pay any costs incurred without their 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 **you** as to do so would breach their professional code of conduct), **we** will appoint **our** own **appointed adviser** to act on **your** behalf if the **insurer** accepts **your** claim. This excludes any claim that falls under **insured incident 2 Rent Protection**, where **we** retain the right to appoint **our** own **appointed representative**.
- g) Once all relevant information has been received, **your** claim will be assessed and **we** will let **you** 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 the **insurer** is unable to cover **your** claim, then **we** will explain the reasons why and discuss any other available methods (which may be at **your** expense) to help achieve a successful outcome.

## Meaning of words and terms

The following words or phrases have the same meaning wherever they appear in this policy document:

<b>adviser's costs and expenses</b>	<p>a) Reasonable and necessary costs, fees and disbursements chargeable by the <b>appointed adviser</b> which have been agreed by <b>us</b> in accordance with <b>our standard adviser's terms of appointment</b>.</p> <p>b) Costs and disbursements incurred by the other party in civil cases if <b>you</b> are ordered to pay them or pay them with <b>our</b> agreement.</p>
<b>appointed adviser</b>	The law firm, accountant or other suitably qualified person appointed by <b>us</b> to act on <b>your</b> behalf, under the terms and conditions of this insurance and in accordance with <b>our standard adviser's terms of appointment</b> . For the avoidance of doubt, the <b>appointed adviser</b> will not include any litigant in person (where an <b>insured person</b> provides their own representation).
<b>insured incident</b>	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 <b>we</b> have agreed to provide cover under the terms and conditions of this insurance.
<b>insured property</b>	<p>The property specified in <b>your</b> schedule which is:</p> <p>a) occupied for residential purposes;</p> <p>b) located in the <b>territorial limit</b>; and</p> <p>c) let under a <b>tenancy agreement</b>.</p>
<b>insurer, we, us, our</b>	Devon Bay Insurance Company Limited.
<b>limit of indemnity</b>	<p>The most the <b>insurer</b> will pay for any one <b>insured incident</b> (including any subsequent appeal agreed by <b>us</b>) is:</p> <p>a) for <b>insured incident 2 a) Rent Protection</b>, up to 12 payments of the monthly rent shown in the <b>tenancy agreement</b> up to a maximum amount of £5,000 per calendar month;</p> <p>b) for <b>insured incident 4 a) Alternative Accommodation</b>, £175 per day for a maximum 30 days;</p> <p>c) for <b>insured incident 4 b) Storage Costs</b>, £15 per day for a maximum 30 days</p> <p>d) for all <b>insured incidents</b> in aggregate, £100,000.</p>
<b>LPG</b>	Legal Protection Group Limited trading as LPG.
<b>period of insurance</b>	The period of time covered by this policy as shown in <b>your</b> policy schedule and any further period(s) this insurance is renewed for.
<b>reasonable prospects of success</b>	<p>For each <b>insured incident</b> there must always be more than a 50% chance that <b>you</b> will:</p> <p>a) recover any losses or damages;</p> <p>b) successfully defend a claim or prosecution;</p> <p>c) succeed in reducing a sentence, penalty or a fine if <b>you</b> plead guilty in a criminal prosecution;</p> <p>d) succeed in enforcing a judgment or obtaining a legal remedy which <b>we</b> have agreed to; or</p> <p>e) make a successful appeal or defence of an appeal.</p> <p>In all cases <b>we</b> or a suitably qualified expert acting on <b>our</b> behalf will assess whether <b>reasonable prospects of success</b> 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. It will further take into consideration any current or proposed changes to legal process, whether permanent or temporary, imposed by a competent authority following an unforeseen systemic event.</p>
<b>standard adviser's terms of appointment</b>	A separate agreement <b>we</b> require an <b>appointed adviser</b> to enter into with <b>us</b> . This agreement sets out the <b>appointed adviser's</b> responsibilities and the amounts the <b>insurer</b> will pay the <b>appointed adviser</b> in respect of an <b>insured incident</b> .

## Meaning of words and terms (continued)

<b>tenancy agreement</b>	<p>A written legally binding agreement, containing an enforceable termination clause, between <b>you</b> and the <b>tenant</b> to occupy <b>your insured property</b>, which is let under:</p> <ul style="list-style-type: none"><li><b>a)</b> 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</li><li><b>b)</b> the Housing (Scotland) Act 1988 or a private residential tenancy (as defined in the Private Housing (Tenancies) (Scotland) Act 2016); or</li><li><b>c)</b> the Private Tenancies (Northern Ireland) Order 2006; or</li><li><b>d)</b> a standard contract under the Renting Homes (Wales) Act 2016; or</li><li><b>e)</b> an agreement with a limited company or business partnership for residential use by their employees; or</li><li><b>f)</b> a <b>tenancy agreement</b> where <b>you</b> permanently live at <b>your insured property</b>.</li></ul> <p>For the avoidance of doubt, this <i>does not</i> cover an agreement between the <b>tenant</b> and another party to sublet the <b>insured property</b>.</p>
<b>tenant</b>	<p>The person(s) or business named in the <b>tenancy agreement</b> who occupies or has occupied <b>your insured property</b>.</p>
<b>territorial limit</b>	<p>England, Wales, Scotland and Northern Ireland.</p>
<b>vacant possession</b>	<p>The date on which <b>your insured property</b> is surrendered by the <b>tenant</b> either by returning the keys, abandoning <b>your insured property</b> or when the <b>tenant</b> is evicted from <b>your insured property</b> through a court process.</p>
<b>you, your</b>	<p>The person named in the policy schedule who has purchased this insurance and has a direct financial interest in the letting of the <b>insured property</b>. Where this policy is in the name of any party other than the landlord of the <b>insured property</b>, <b>we</b> may require <b>you</b> to provide written evidence of <b>your</b> financial interest in the <b>insured property</b>, including, but not limited to, any contractual agreement to pay for rent or damages on behalf of the <b>tenant</b>.</p>



## Insured incidents

### Insured incident 1 – Repossession

#### What you are covered for

**Adviser's costs and expenses** to pursue **your** legal rights to gain **vacant possession** of **your insured property** from the **tenant**, following a breach of **tenancy agreement**.

#### *Please note that:*

- (i) in cases where rent arrears have accrued, **you** must have agreed to **our appointed representative** taking all appropriate steps to negotiate the rent arrears with the defaulting **tenant** or any applicable guarantor before a notice of eviction is served upon the **tenant** to quit the **insured property**. Where **you** do not agree to this course of action, no rent arrears will be payable under the terms of this insurance.*
- (ii) The **tenant** must have been given the correct notices required to obtain **vacant possession** of **your insured property** (where statutory notices have not yet been issued, **we** can assist **you** with this) and statutory legislation relating to the letting of **your insured property** must have been complied with.*
- (iii) where **your insured property** is subject to any mandatory, selective or additional licence scheme, a current and valid licence must have been issued by the relevant authority and **you** must have complied with the terms and conditions of that licence.*

#### What you are not covered for

## Insured incident 2 – Rent Protection

### What you are covered for

Where the **insurer** has accepted **your** claim under **insured incident 1 Repossession**, the **insurer** will pay, up to the **limit of indemnity**:

- a) unpaid rent which is due to **you** under the terms of a **tenancy agreement** until **our appointed adviser** obtains **vacant possession** of **your insured property**;
- b) 75% of the monthly rent that would have been due to **you** for a maximum of three months or until **your insured property** is ready to be re-let, whichever happens sooner, if **you** are not able to re-let **your insured property** immediately once **vacant possession** has been obtained due to damage or neglect caused by the former **tenant**.

#### *Please note that:*

- (i) **you** must have kept clear and up-to-date rental records, including evidence of any arrears and any accompanying correspondence relevant to the claim.
- (ii) any payments **we** agree to will be made 30 days after the date of **our** acceptance email.
- (iii) any payments made by the **tenant(s)** (or any other parties) will reduce, or negate, any benefits due from **us**.
- (iv) if **we** have not accepted the full amount of **your** claim, **you** will be informed of this by email.
- (v) once the claim is deemed settled by **us**, **you** will receive a letter informing **you** that the case is now closed.
- (vi) Following **vacant possession**, **you** must:
  - a) submit a claim for any deposit, previously paid by the **tenant**, to the full value of any rent claimed under this **insured incident**; and
  - b) pay **us** the full amount recovered from the deposit within 30 days of this amount being paid to **you**.
  - c) provide copies of **your** claim from the deposit and any subsequent adjudication at **our** request.
  - d) Where dilapidations are awarded from the deposit (and where these are not the subject of a claim under **insured incident 2b**), a proportionate amount will be deducted from the deposit payable to **us** for rent indemnity.

Failure to comply with this condition may result in **your** policy being cancelled and further policies being refused to **you**.

### What you are not covered for

- (i) Any rental payments once **vacant possession** has been obtained other than in the circumstances described in **2 b**) where **your insured property** cannot immediately be re-let due to damage or neglect caused by the former **tenant**.
- (ii) Any claim under **2 b**) after the **insured property** has been listed for rent.
- (iii) Any rent due during any period of unreasonable delay in issuing an appropriate notice or complying with a reasonable request by the **appointed adviser**.
- (iv) Any action not authorised by an **appointed adviser** which prejudices the amount of rent payable by the **insurer**.
- (v) Any claim where **you** are unable to provide written evidence of **your** financial interest in the:
  - a) rent, for a claim under **insured incident 2 a**); or
  - b) property damage for any claim under insured incident **2 b**).

For example, where **you** are not the landlord of the **insured property**, **you** would need to provide **us** with a copy of a contract between **you** and the landlord (and/or any other agent) in which **you** agree to pay the full amount of rent or damages to the landlord or agent in the event of non-payment by the **tenant**. No claim will be valid under this **insured incident** where **you** are unable to evidence **your** contractual liability for the full amount claimed.

## Insured incident 3 – Rent Recovery

### What you are covered for

**Adviser's costs and expenses** to pursue **your tenant** to recover rent they owe to **you** under the terms of the **tenancy agreement**.

*Please note that the rent must have been overdue for at least one calendar month.*

### What you are not covered for

## Insured incident 4 – Alternative Accommodation and Storage Costs

### What you are covered for

Where the **tenancy agreement** has ended and **you** are seeking **vacant possession** of **your insured property** under a claim covered by this insurance, the **insurer** will pay up to:

- a) £175 (including VAT) per day for a maximum period of 30 days towards the costs of alternative accommodation; and/or
- b) £15 (including VAT) per day for a maximum period of 30 days towards the cost of storing **your** personal possessions.

*Please note that the insurer will only be liable for these payments if you intend to live in your insured property once vacant possession is obtained and you have no other suitable accommodation available during this period.*

### What you are not covered for

## Insured incident 5 – Damage to Your Property

### What you are covered for

**Adviser's costs and expenses** to pursue **your** legal rights against the **tenant** or any other party following an event where that **tenant** or other party has caused direct physical damage to **your insured property**, including its contents.

*Please note that:*

- (i) the amount in dispute must be more than £500 (including VAT);
- (ii) where the claim is against a **tenant**, before the **tenancy agreement** starts, **you** must have taken a detailed inventory of **your insured property's** condition and contents which has been agreed and signed by the **tenant**.

### What you are not covered for

Any claim arising from a contract **you** have entered into (other than the **tenancy agreement** where the claim is against the **tenant**).

## Insured incident 6 – Nuisance and Trespass

### What you are covered for

#### a) Nuisance

**Adviser's costs and expenses** to pursue **your** legal rights in a dispute with a third party (who is not **your tenant**) relating to a legal nuisance which interferes with the use, enjoyment or right over **your insured property**.

*Please note that where the claim relates to a dispute over the boundary of **your insured property**, **you** must be able to supply **us** with proof of where that boundary lies.*

#### b) Trespass

**Adviser's costs and expenses** to pursue **your** legal rights to evict anyone who is not **your** current or former **tenant** from **your insured property**.

*Please note that in England, Wales and Scotland, squatting in a residential property is a criminal offence and in such circumstances **you** should first contact the Police for assistance.*

### What you are not covered for

Any claim relating to:

- (i) compulsory purchase orders, repossession or planning permissions, building regulations or restrictions or controls placed on **your insured property** by any government, public or local authority;
- (ii) any work carried out by, or under the order of, government or public or local authorities or their contractors.

## Insured incident 7 – Defence of Criminal Prosecutions

### What you are covered for

**Adviser's costs and expenses** to defend **your** legal rights following an event which arises from the letting of **your insured property** which leads to:

#### a) Pre-charge

**you** being interviewed by the Police or other authority with the powers to prosecute where **you** are suspected of committing a criminal offence;

#### b) Criminal prosecutions

**you** being prosecuted in a criminal court.

### What you are not covered for

Any investigation conducted by or on behalf of HMRC (*this exclusion applies to **Insured incident 7 a) Pre-charge only***).

## Insured incident 8 – Contract Disputes

### What you are covered for

**Adviser's costs and expenses** to pursue or defend a dispute arising from a breach or alleged breach of a contract entered into by **you** for the buying or hiring in of goods relating to **your insured property**, or the buying or hiring in of services relating to the repair, maintenance or renovation of **your insured property**.

*Please note that the amount in dispute must exceed £100 (including VAT).*

### What you are not covered for

Any claim relating to:

- (i) construction work on any land, or design, conversion or extension to **your insured property** where the value of the contract is more than £7,500 (including VAT);
- (ii) disputes over pensions, savings, investments, loans, mortgages, borrowing or any other arrangement **you** have with a bank, building society or supplier of credit;
- (iii) **your tenancy agreement**;
- (iv) the purchase or sale of **your insured property**;
- (v) disputes over the amount of money or compensation payable in respect of a claim under any insurance policy.

## Insured incident 9 – Tax Enquiries

### What you are covered for

**Adviser's costs and expenses** to represent **you** in an HMRC investigation into the whole or particular features of **your** personal tax affairs.

***Please note that** all tax returns and any supplementary information given must be complete and correct and submitted within the specified deadlines.*

### What you are not covered for

Any claim relating to:

- (i) the tax affairs of any business except letting the **insured property**;
- (ii) tax avoidance schemes;
- (iii) investigations conducted by HMRC's Specialist Investigations Unit or any investigation into alleged criminal activity, fraud or dishonesty arising from **your** tax affairs.

## Insured incident 10 – Witness Expenses

### What you are covered for

The **insurer** will pay **your** lost salary or wages for time taken off work to attend a court or tribunal at the request of an **appointed adviser** in respect of an **insured incident** under this policy.

***Please note that** the **insurer** will only pay sums which cannot be recovered from the relevant court, tribunal or any other party.*

### What you are not covered for

Any claim where **you** cannot provide evidence of the extent of **your** lost salary or wages.

## General exclusions applying to the whole policy

### 1) Claims arising before this insurance started

Any event or dispute which **you** were 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 action the insurer has not authorised

a) Any **adviser's costs and expenses** or other costs incurred:

- (i) Before the **insurer** has accepted a claim; and/or
- (ii) Which the **insurer** has not authorised in advance.

b) Any action taken by **you** which **we** or the **appointed adviser** have not agreed to.

### 3) Value Added Tax

The VAT element of any **adviser's costs and expenses** if **you** are registered for Value Added Tax.

### 4) Fines and court awards

a) Fines, compensation, damages or penalties awarded against **you**.

b) Any costs **you** are ordered to pay by a court of criminal jurisdiction.

### 5) Wilful acts

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

### 6) Judicial Review and challenges to legislation

a) 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.

b) Any challenges to current or proposed legislation.

### 7) Freehold, leasehold and rent reviews or assessments

Any claim relating to:

- a) purchasing a freehold or extending a leasehold;
- b) registering, reviewing or assessing rents or matters relating to Land Tribunals, Leasehold Valuation Tribunals, Rent Tribunals or Rent Assessment Committees.

### 8) Disputes with us, the insurer or the appointed adviser

Any claim made against **us**, the **insurer** or the **appointed adviser** (please also refer to **General conditions applying to the whole policy 9**).

## General exclusions applying to the whole policy (continued)

### 8) War, terrorism, radioactive contamination and pressure waves

Any claim resulting directly or indirectly from or in connection with:

- a) war, terrorism, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, uprising, military or usurped power;
- b) ionising radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel;
- c) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it;
- d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

## General conditions applying to the whole policy

**You** must keep to these conditions as failure to do so may lead to the **insurer** refusing a claim, withdrawing from a claim or cancelling this insurance (please refer to **condition 11**).

### 1) Your obligations

**You** must:

- a) keep to the terms and conditions of this policy;
- b) 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
- c) supply **us** with honest and accurate information when asked to do so. This may include supplying **us** with original invoices, receipts and bank statements where requested. Any payments indemnified are subject to an original receipt or invoice provided by a VAT-registered company.

### 2) Appointment of an appointed adviser

- a) If the **insurer** accepts **your** claim, **we** will appoint an **appointed adviser** who may be able to negotiate settlement before or without the need for court action.
- b) If **your** 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 **you** as to do so would breach their professional code of conduct), **you** are free to nominate a law firm or suitably qualified representative to act as the **appointed adviser**. This applies to all claims except under **insured incident 2, Rent Protection**, where **we** will choose the **appointed adviser** to assist with all stages of **your** claim.
- c) Any law firm or suitably qualified representative nominated by **you** must agree to represent **you** in accordance with **our standard adviser's terms of appointment** (which are available on request) and the most the **insurer** will pay is no more than the amount the **insurer** would have paid to **our** own choice of **appointed adviser**.

### 3) Conduct of the claim

a) **You** must:

- (i) 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
- (ii) 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.

b) **You** must not:

- (i) act in any way which obstructs **us** or the **appointed adviser** or hinders the progress of a claim; and
- (ii) incur any **adviser's costs and expenses** or any other costs or amounts without **our** consent.

c) **We** or the **insurer** can:

- (i) contact the **appointed adviser** at any time and have access to all documents and information regarding **your** claim;
- (ii) withdraw funding for a claim and pursue **you** to recover **adviser's costs and expenses** or other costs or amounts already paid, if **you** pursue or withdraw from that claim without **our** consent or fail to pass on any instructions to the **appointed adviser**;
- (iii) withdraw funding for a claim if **you** dismiss 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 **you** with **our** consent and there is valid cause to do so; and
- (iv) withdraw funding for a claim if at any time **we** believe **reasonable prospects of success** are no longer present. The **insurer** will still pay any **adviser's costs and expenses** or other costs or amounts the **insurer** has agreed to, prior to **reasonable prospects of success** no longer being present.



## General conditions applying to the whole policy (continued)

### 4) Claims settlement

- a) **You** must tell **us** immediately an offer to settle a claim is received and must not enter negotiations to settle a claim without **our** prior consent.
- b) If **you** refuse a fair and reasonable offer to settle a claim, the **insurer** will be entitled to withdraw funding for that claim and the **insurer** will pay no further **adviser's costs and expenses** or other costs or amounts.
- c) The **insurer** 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 the **insurer** has paid to **you** and **you** must allow **us** to take over and continue the claim in **your** name and provide **us** with any information in support of this action.

### 5) Costs recovery and assessment of costs

**You** must:

- d) take all reasonable steps to recover **adviser's costs and expenses** or other costs or amounts and pay such sums recovered to the **insurer**;
- e) tell the **appointed adviser** to have **adviser's costs and expenses** taxed, assessed and audited and/or have their claims file audited by **us**, 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**, the **insurer** reserves the right to refuse to pay these unauthorised costs

### 6) Appealing the outcome of a claim

Appeals regarding the outcome of an **insured incident**, either made by or against **you**, must be notified to **us** as soon as possible and within 10 days of the deadline for any appeal. **Reasonable prospects of success** must still be present in order for an appeal to be considered.

### 7) Other insurance and apportionment of costs

If any **adviser's costs and expenses** or other costs or amounts covered by this insurance are also covered under an alternative insurance policy, or would have been covered if this insurance did not exist, the **insurer** will only pay their share of these costs.

### 8) Obtaining a legal opinion

**We** may require **you**, at **your** own expense, to obtain an independent opinion from a barrister or other expert agreed between **you** and **us** over a claim's merits, financial value or **reasonable prospects of success**. If the opinion supports **you** and there are clear merits in proceeding with that claim, the costs incurred by **you** in seeking that opinion will be reimbursed.

### 9) Disputes with us

If there is a dispute between **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 Anguilla Financial Services Commission as long as **you** are eligible to complain.

Where the Anguilla Financial Services Commission cannot deal with that complaint, the dispute shall be referred to arbitration which is a formal and binding process where disputes are resolved by independent arbitrators in accordance with the Arbitration Act. The arbitrator will be chosen jointly by **you** and **us**. If **we** are not able to agree on the appointment of an arbitrator with **you**, the President of the Chartered Institute of Arbitrators will decide.

The decision of the appointed arbitrator is binding and the arbitrator may require **you** or the **insurer** to pay the costs.

### 10) Your cancellation rights

#### f) Cooling-off period

**You** can cancel this insurance, without giving any reason, within 14 days of its start date or within 14 days of receiving **your** policy documents, whichever is later.

If **you** wish to exercise this right, **you** must notify the person who sold **you** this insurance. **You** will be entitled to a full refund of premium paid as long as **you** have not made a claim under this insurance during the current **period of insurance**.

#### g) Outside the cooling-off period

**You** can cancel this insurance at any other time, subject to providing the person who sold **you** this insurance with 7 days' notice. As long as **you** have not made a claim under this insurance during the current **period of insurance** and subject to the terms of business between **you** and the person who sold **you** this insurance, **you** may be entitled to a partial refund of premium.

In the event of cancellation, the person who sold **you** this insurance may apply an administration charge. Please contact them for more information on any charges applied.

## General conditions applying to the whole policy (continued)

### 11) Our cancellation rights

#### a) General

The **insurer** can cancel this insurance at any time, where there is a valid reason to do so, subject to providing **you** with 7 days' notice. Reasons for cancellation may include, but are not strictly limited to:

- (i) **you** have failed to co-operate with **us** or the **appointed adviser** and this failure has significantly hindered **our** ability to deal with a claim or administer this insurance; and/or
- (ii) a premium payment is due or a costs recovery is still outstanding by the end of the final deadline notified to **you**.

#### b) Fraudulent or dishonest claims

If **we** have evidence that **you** have made a fraudulent, dishonest or exaggerated claim, or have deliberately misled **us** or the **appointed adviser** when presenting relevant information in support of a claim, the **insurer** reserves the right to cancel this insurance from the date of the alleged claim or misrepresentation and recover from **you** any **adviser's costs and expenses** or other costs or amounts already paid in respect of that claim, which the **insurer** otherwise would not have paid. The **insurer** will also not refund any premium paid by **you**.

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.

### 12) Persons involved in this contract of insurance

Unless expressly stated otherwise, any person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this insurance.

### 13) Choice of law and Acts of Parliament

- a) Unless otherwise agreed by **us** in writing, this insurance is governed by the laws applying to England and Wales.
- b) Any Acts of Parliament or Statutory Instruments referred to in this insurance shall include equivalent legislation in Scotland and Northern Ireland and shall also include any subsequent amending or replacement legislation.



## General information

### The insurer

Devon Bay Insurance Company Limited, authorised and regulated by the Anguilla Financial Services Commission under License No. CAP/522. Incorporated and registered in Anguilla (Company Number A000001957). Registered address: George Hill, 201 The Rogers Office Building, Edwin Wallace Rey Drive, 941, Anguilla.

### The Financial Services Compensation Scheme

It should be noted that Devon Bay Insurance Company Limited is not a member of and therefore is not covered by the FSCS.

### Premium

Premium becomes due to be paid by **you** upon commencement of the policy. **You** must pay the premium within 14 days of the commencement date of the policy. Immediately upon commencement of this policy, the right to receive premium is assigned by **us** to **LPG** in right absolutely. This provision is therefore notice to **you** of that assignment.

Payment of premium by **you** within 14 days of commencement of the policy is a condition precedent to **our** liability under the policy. If premium is not paid to **LPG** within 14 days of the commencement date of the policy, **we** shall have no liability under the policy so shall not have to pay any claims

If a loss that is covered by the policy occurs within 14 days of its commencement date, but before the first premium due has been paid, **we** shall pay the claim (subject to the terms and conditions of the policy) after deducting all unpaid premium (all future premium instalments shall become due on the agreement of the claim by **us** and should be included in the set-off). **You** agree to accept that sum in full settlement of the claim.

**LPG** has agreed that it will treat payment of premium to the company who sold **you** the policy as being payment to itself, and, on this basis, **we** shall treat cover as satisfying the condition of payment when the premium has been paid to the company who sold **you** the Policy

If any provision of this section is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this section, which shall remain in full force and effect. In those circumstances, this provision shall be interpreted to the extent possible as being amended to provide for such minimum notice of cancellation as may be allowable.

## General information (continued)

### LPG Data Protection Notice

In order to manage this insurance, including the provision of helpline services, claims handling, underwriting and other administrative duties, **LPG** may need to share personal information which has been given to them with other parties such as insurers, insurance intermediaries, law firms, experts, regulatory authorities or agents providing services relating to this insurance. **LPG** will only request necessary information from **you** and will only use it and disclose it in connection with this insurance.

Any personal information **LPG** hold about you will be retained by them for a period of seven years after this insurance expires and in any event, for the minimum periods required by relevant laws and regulations. This information may need to be retained for legal and regulatory reasons and for legitimate business purposes including (but not strictly limited to) establishing, pursuing or defending legal claims.

Sometimes **LPG** may need to send **your** personal information to agents based outside of the European Economic Area and in doing so will ensure that those agents apply the same levels of confidentiality, protection and security that are applied by **LPG**.

In arranging and managing this insurance and administering claims, **LPG** will comply with the provisions of the Data Protection legislation which is directly applicable in the United Kingdom (this includes the General Data Protection Regulation (EU) 2016/679 (otherwise known as GDPR) as well as any subsequent amending or replacement Data Protection legislation which is directly applicable in the United Kingdom) and unless required to do so by law or a professional body, will not disclose **your** personal data to any other person or organisation without **your** consent

**You** can find full details of **LPG's** privacy policy on their website [www.legalprotectiongroup.co.uk](http://www.legalprotectiongroup.co.uk)

More information on the Data Protection Legislation and the principles in place to protect personal information can be found on the Information Commissioner's Office website <https://ico.org.uk/>

**You** have a right to obtain information **LPG** hold about **you**. This is called a Subject Access Request and in order to obtain such information, please write to:

**The Data Protection Officer, Legal Protection Group Limited, 8 Pinkers Court, Briarlands Office Park, Gloucester Road, Ruggeway, Bristol BS35 3QH.**

If **you** have a concern about the way **LPG** have handled **your** personal data, then **you** have the right to report this to the Information Commissioner's Office:

**Website:** <https://ico.org.uk/concerns/>

**Phone:** **0303 123 1113** (lines are open Monday to Friday 9am to 5pm)

**Email:** [casework@ico.org.uk](mailto:casework@ico.org.uk)

## General information (continued)

### Devon Bay Insurance Company Limited Privacy Notice and Your Personal Information - Use of personal information

To provide **our** services as an **insurer**, Devon Bay Insurance Company Limited will collect and use information about **you** or a beneficiary under the policy (e.g. other identified individuals), such as name, address, and contact details. This may also include special categories of personal data and information relating to criminal convictions and offences. The purposes for which **we** use personal data may include: - evaluating **your** insurance application and providing a quotation; providing insurance cover; handling claims; and crime prevention and detection and debt recovery.

More information about **our** use of personal data and **your** data protection rights are set out in the Devon Bay Insurance Company Limited Privacy Notice which can be found on **our** website: <https://devonbayinsurance.ai/privacypolicy>. Alternatively, **you** may also request a copy of the Privacy Notice and exercise **your** rights by contacting the Data Protection Officer at, Devon Bay Insurance Company Limited, 201 The Rogers Office Building P.O. Box 941, Edwin Wallace Rey Drive, George Hill, Anguilla or via the Contact Us page of **our** website (see details above) or via **our** UK representative, Devon Bay Solutions Limited, 8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudge Way, Bristol BS35 3QH or [admin@devonbaysolutions.co.uk](mailto:admin@devonbaysolutions.co.uk). **We** recommend that **you** review this notice. **Our** Privacy Notice may periodically be updated, and the most recent version will be published on **our** website.

**We** may pass personal data, including claims information, to third parties such as intermediaries, other insurers, reinsurers, loss adjusters, administration service providers, the police and other law enforcement agencies, fraud and crime prevention and detection agencies (for example certain regulatory bodies who may require personal data themselves for the purposes described in the Privacy Notice). If **you** require details of the third parties **your** data has been passed to and how this information is used, please contact the Data Protection Officer at the address above.

### INTERNATIONAL TRANSFERS OF PERSONAL DATA

To facilitate the management of the insurance, other firm(s) outside the UK and Anguilla may handle **your** personal data. This may involve the processing of personal data in South Africa with appropriate safeguards in place, including in the form of standard contractual clauses requiring **your** personal data to be treated securely and in accordance with the equivalent data protection standards as apply in the UK/ Anguilla. **You** also give **your** explicit consent to those international transfers.

### USE OF PERSONAL DATA FOR WHICH CONSENT IS REQUIRED

In some limited circumstances, **we** (and other insurance market participants) may need to collect and use special categories of personal data for example information relating to criminal convictions and offences. Where this is required, unless another ground applies, consent to this processing is necessary for **us** to provide relevant services. Although consent may be withdrawn at any time, this may mean **we** are unable to continue to provide services and/or process enquiries and/or claims and that insurance cover will stop. Where **you** are providing **us** with personal data about a person other than yourself, **you** agree to provide this notice to them and confirm that **you** have obtained their consent as outlined here.

### PRIVACY

**We** take privacy seriously and have systems in place to ensure the security and accuracy of any personal information **we** collect. All information **you** provide to **us** is stored securely. **We** restrict access to **your** information as appropriate within Devon Bay Insurance Company Limited and other third parties to those who need to know that information for the purposes set out above.

### YOUR DATA PROTECTION RIGHTS

**You** have rights under the applicable data protection legislation. More information on these rights can be found on the Information Commissioner's website and the Privacy Notice or from the Data Protection Officer. These rights include the right to request a copy of **your** personal data, how it is processed and to rectify or erase in certain circumstances and the right to object to automated decision-making (including profiling).

## General information (continued)

### What to do if you have a complaint

**We** are committed to providing **you** with excellent customer service, but **we** accept that occasionally things go wrong. **We** take all complaints seriously and have a commitment across **our** business to treat all customers fairly. Where **we** have made a mistake, **we** want to put things right quickly.

**If your complaint is about the sale or administration or sale of this insurance, you should refer your complaint to the company who sold your policy.**

If **you** are dissatisfied with the response **you** receive from the company who sold **your** policy in relation to **your** complaint, or **your** complaint is not resolved by them within 8 weeks, **you** have the right to refer **your** complaint to the Financial Ombudsman Service within the next six months\*.

\*If **you** do not refer **your** complaint within the six-month period, the company who sold **your** policy may not permit the Financial Ombudsman Service to consider **your** complaint and will only be able to do so in very limited circumstances such as where they believe that the delay in notifying **your** complaint was as a result of exceptional circumstances.

The Financial Ombudsman Service can be contacted:

- **Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- **Phone:** **0800 023 4567** (free from a landline) or **0300 123 9123** (free from some mobile phones)
- **Post:** **Financial Ombudsman Service, Exchange Tower, London E14 9SR**

**You** can also visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) and follow the guidelines on how to complain and to also check their eligibility criteria.

**If your complaint relates to policy coverage or the handling of a claim, please contact us using the details below and quote your policy number:**

**Email:** [customerservices@devonbayinsurance.ai](mailto:customerservices@devonbayinsurance.ai)

**Post:** The Compliance Officer, Devon Bay Insurance Company Limited, 201 The Rogers Office Building, P.O. Box 941, Edwin Wallace Rey Drive, George Hill, Anguilla.

What you can expect from us:

- **Proactive Resolution:** We aim to resolve your concerns proactively and will work with you to rectify the issue if possible.
- **Acknowledgment:** We will acknowledge your complaint within 5 working days of receipt and outline the next steps in our company complaints handling process.
- **Investigation:** We will conduct a thorough investigation and have up to eight weeks to provide a final response.
- **Progress Updates:** We will update you on our progress at each stage of the complaints handling process. From acknowledgment to cancellation, resolution or escalation to an external body.
- **Final Response:** We will issue a final response within eight weeks. This response will outline our internal Company decision, the reasons for it, and further options available to you.

If you are unhappy with the outcome of your complaint, or if we haven't responded within eight weeks, you may be able to refer your complaint to the Anguilla Financial Services Commission (AFSC). Their details are as follows:

**Address:** Anguilla Financial Services Commission, MAICO Building, P.O. Box 1575, The Valley, Anguilla

**Email:** [info@afsc.ai](mailto:info@afsc.ai)

**Important: This complaints notification procedure does not affect your right to take legal action**

**LEGAL PROTECTION GROUP LIMITED**

Head and Registered Office:

8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudgeway, Bristol, BS35 3QH Registered in England and Wales  
company number 10096688

[www.legalprotectiongroup.co.uk](http://www.legalprotectiongroup.co.uk)

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