

Rent and Legal Protection Insurance Product Information Document

Product: Rent and Legal Protection Insurance

Company: Devon Bay Insurance Company Limited

Devon Bay Insurance Company Limited, incorporated and registered in Anguilla (Company Number A000001957).

Devon Bay Insurance Company Limited is authorised and regulated by the Anguilla Financial Services Commission (License Number.CAP/522).

This document is a summary of cover, to be read in conjunction with your policy wording and schedule, which together confirm the full terms and conditions of your policy. It is important that you contact the company who sold you this insurance policy as soon as possible with any queries about suitability or if any of the information in your schedule is incorrect.

What is this type of insurance?

Rent and Legal Protection Insurance is a legal expenses insurance contract which provides a letting agent, or residential landlord, with insurance cover for rent and legal expenses in the event of a dispute affecting a rental property. The types of dispute, amounts insured, key restrictions and exclusions are summarised below. You should also familiarise yourself with the policy wording for full terms and conditions of cover, with particular regard to eligibility criteria and claims reporting conditions. All amounts shown include any applicable tax.



What is insured?

Policy Limits

Up to £100,000 per **insured incident** subject to the following inner limits per cover.

Rent Protection

Rent of up to £5,000 per calendar month indemnified for the following periods:

- ✓ **First Month of Tenancy Rent Protection:** One month
- ✓ **Repossession and Rent Indemnity:** First arrears to vacant possession
- Post-Possession Rent and Damages:**
Up to 3 months following vacant possession at:
 - ✓ 100% for the first month;
 - ✓ 75% for the second month;
 - ✓ 50% for the third month.

Other costs insured

- ✓ **Damage:** up to £1,000
- ✓ **Legal costs and expenses;**
- ✓ **Alternative accommodation costs:** £250 per day for up to 30 days
- ✓ **Storage costs:** £50 per day for a maximum 30 days.
- ✓ **Witness Expenses:** £1,000

Insured incidents

The policy will pay up to the above limits for each of the following perils.

Rent Protection

- ✓ **First Month of Tenancy Rent Protection**
The first month's rent if this remains unpaid after you have issued keys.

Repossession and Rent Indemnity

- ✓ Pursuing vacant possession for rent arrears;
- ✓ Rent due from first arrears to vacant possession.

Post-Possession Rent and Damages

- ✓ If the property cannot be re-let due to damage by the former tenant:
 - ✓ Up to 3 months' rent at the above percentages;
 - ✓ Damage by the tenant.

Repossession

- ✓ Pursuing vacant possession following a breach of tenancy agreement.

Rent Recovery

- ✓ Pursuing the tenant to recover rent owed to you.

Alternative Accommodation and Storage Costs

- ✓ The cost of the landlord's alternative accommodation and storage during a possession claim where the landlord intends to live in the let property.

Property Damage Recovery

- ✓ Pursuing the tenant where they are responsible for damage to the let property or its contents.

Nuisance and Trespass

- ✓ Pursuing a third party for a legal nuisance or trespass affecting the landlord's rights over the let property.

Defence of Criminal Prosecutions

- ✓ Defending the landlord's legal rights during a police interview or prosecution for a suspected criminal offence.

Contract Disputes

- ✓ Pursuing or defending an alleged breach of contract for goods, repair, maintenance or renovation services for the let property.

Tax Enquiries

- ✓ Representing you in an HMRC investigation into your commercial tax affairs.

Witness Expenses

- ✓ Lost salary or wages to attend court for a claim under this insurance.

Legal and Tax Advice Helpline

- ✓ Confidential telephone legal and tax advice on renting the insured property.

Counselling Helpline

- ✓ Confidential telephone counselling service.



What is not insured?

There is no cover for:

Rent Protection

- ✗ An excess of one month's rent for any claim notified between 31 and 60 days after the first missed rent payment.
- ✗ Any claim notified more than 60 days after the first missed rent payment.
- ✗ Any rent after vacant possession except where the property cannot be re-let due to damage.
- ✗ Any rent after the property has been remarketed or where there is no instruction to re-let the property.
- ✗ Any rent where you have failed to provide information within 7 days of request.
- ✗ Any unauthorised action which prejudices the amount of rent claimed.
- ✗ More than 12 rent payments where the tenant submits a valid defence to the eviction.
- ✗ Any claim where you are unable to provide written evidence of your financial interest in the subject matter of the claim.
- ✗ Any amount which can be claimed from a deposit scheme or deposit replacement insurance.

Repossession

- ✗ Reserving any incorrectly-served eviction notice.

Rent Recovery

- ✗ Arrears of less than £1,000 or one calendar month's rent.

Alternative Accommodation and Storage Costs

- ✗ Where landlord does not intend to live in the property or other accommodation is available.
- ✗ Claims without invoices or receipts.

Property Damage Recovery

- ✗ Damage worth less than £1,000.
- ✗ Claims without a signed inventory.
- ✗ Damage by contractors.
- ✗ Any amount which could be claimed from the deposit.
- ✗ Any claim declined by a deposit scheme (or deposit alternative).

Nuisance and Trespass

- ✗ Compulsory purchase orders, repossession or planning permissions, building regulations or controls placed on your property.
- ✗ Work carried out by government or public or local authorities or their contractors (except accidental damage)

Defence of Criminal Prosecutions

- ✗ Fines, compensation, damages or penalties awarded against you, including any costs you are ordered to pay by a criminal court.

Contract Disputes

- ✗ Claims where the amount in dispute is less than £1,000.

Tax Enquiries

- ✗ Returns which are incomplete, incorrect or not submitted on time.
- ✗ Any business except letting the insured property
- ✗ Tax avoidance schemes.

Witness Expenses

- ✗ Claims where you cannot evidence the extent of lost salary or wages.

Counselling Helpline

- ✗ Any costs incurred in using onward referral services.



Are there any restrictions on cover?

- ! Unless we have specifically agreed otherwise, each tenant must have a satisfactory reference or otherwise met the referencing and affordability criteria specified in the policy wording.
- ! Your let property must be located within England, Scotland, Wales and Northern Ireland.
- ! Your property must be let under (and be compliant with):
 - an assured periodic tenancy in accordance with Part 1 of the Renters' Rights Act 2025, as amended from Section 5 of the Housing Act 1988 (updated and amended by the Housing Act 1996); or
 - the Housing (Scotland) Act 1988 or a private residential tenancy (as defined in the Private Housing (Tenancies) (Scotland) Act 2016); or
 - the Private Tenancies (Northern Ireland) Order 2006; or
 - a standard occupation contract under the Renting Homes (Wales) Act 2016; or
 - any amending, or substituting, legislation to the above during the period of insurance.
- ! For the avoidance of doubt, this does not cover an agreement between the tenant and another party to sublet the insured property without your prior agreement.
- ! There is no cover under this policy for any circumstances which you were aware of before the start date of this insurance.
- ! There is no cover under this policy for any costs incurred before we have accepted your claim or which we have not authorised in advance.
- ! This is a claims made policy which means that claims must be notified to us during your period of insurance or within 14 days after the expiry date if this insurance is not renewed. Claims relating to unpaid rent must be reported to us within 60 days of the rent becoming due and payable (and within the timescales specified above).
- ! There must always be more than a 50% chance that any claim under this insurance will have a successful outcome.
- ! Devon Bay Insurance Company will always select a legal representative to deal with your claim from the outset. Apart from any claim for unpaid rent (where no alternative choice of legal representative will be allowed) if legal proceedings are issued or if there is a conflict of interest, you may choose your own legal representative. Your chosen legal representative must agree to Devon Bay Insurance Company's standard terms of appointment and the most the insurer will pay is no more than the amount that would have been paid to Devon Bay Insurance Company's choice of legal representative.



Where am I covered?



Properties located and let within England, Scotland, Wales and Northern Ireland.



What are my obligations?

You must:

- keep to the terms and conditions of the policy;
- take reasonable precautions to minimise the risk of a claim occurring and not to incur any unnecessary costs;
- supply Devon Bay Insurance Company and your legal representative with honest and accurate information when asked to do so;
- co-operate fully with Devon Bay Insurance Company and with your legal representative;
- notify Devon Bay Insurance Company of any claim as soon as reasonably possible, which must be during the period of insurance and within 60 days of the rent becoming due and payable if the dispute relates to unpaid rent.



When and how do I pay?

The premium for this insurance policy is payable to the company who is selling you this insurance policy before the intended start date (unless paid by monthly instalments). The person who is selling you this insurance policy will confirm the total amount payable, payment dates and any available payment options.



When does the cover start and end?

Unless otherwise agreed, your cover will last for one year, starting from the date specified in your policy schedule.



How do I cancel the contract?

You can cancel this insurance policy by notifying the company who sold you this insurance policy within 14 days of either the start date or the date you receive your policy documents, whichever is later. Providing no claims have been made during the current period of insurance, the premium will be refunded in full.

Should you wish to cancel this insurance outside of the cooling-off period specified above, you must provide the company who sold you this insurance with 30-days' notice. You may receive a pro-rata refund for the remaining time on risk after deduction of any administration fee charged by the company who sold you this insurance.

Where your premium is paid in monthly instalments, cancellation will take effect from the end of the last month you have paid for and no further instalments will be due for the remaining time on risk.

For avoidance of doubt, no refund will be due (and any instalments will remain due) where you have submitted a claim or transferred the policy mid-term to an alternative insurer.