

Letting Agent

Rent and Legal Protection

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MEANING OF WORDS AND TERMS

The following words or phrases have the same meaning wherever they appear in this policy document (highlighted in **bold** throughout). Any of these words written in the singular shall include the plural wherever applicable.

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 **you** are ordered to pay them or pay them with **our** agreement.

affordability, affordable

This policy is subject to documentary evidence that, as at the policy inception date, all **tenants** and any applicable **guarantors** meet the minimum **affordability** of a gross annual income exceeding 30 times the monthly **rent**. Documentary evidence will include:

- a) an employer's reference (where the **tenant** or **guarantor** is employed) to confirm current **affordable** income for the **period of insurance**); and
- b) separate historic income verification via online banking, bank statements; and/or
- c) an accountant's reference (for a self-employed **tenant** or **guarantor**);

This insurance is limited to a **rent** increase of no more than 10% per annum.

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**. For avoidance of doubt, the **appointed adviser** will not include any litigant in person (where **you** provide **your** own representation).

claim acceptance date

The date on which **we** confirm that:

- a) all required information and documentation has been received; and
- b) the **insured incident** falls within the scope of cover provided by this policy.

For the avoidance of doubt, no **rent** protection payments shall be due until a claim has been accepted and **rent** protection payments will start within 30 days of the **claim acceptance date**.

damage(s)

The cost of physical damage to the **insured property**, excluding wear and tear or betterment, which is documentarily evidenced as:

- a) occurring during the **period of insurance**; and
- b) the subject of a reasonable **deposit** claim, where the **damage** is the responsibility of the **tenant**.

deposit

The security deposit paid by the **tenant** and protected by **you** in accordance with current legislation, including any **deposit** alternative, for example Deposit Replacement Insurance. This amount protected or insured must not be more or less than the legal maximum **deposit** permissible under the relevant current legislation.

eligibility

Cover under this policy is subject to **your tenant** and any required **guarantor** either:

- a) meeting the eligibility criteria specified in this policy under **Eligibility**; or
- b) obtaining a **satisfactory reference** from the **referencing provider** (or otherwise meeting their qualifying criteria) under the terms expressly agreed between us and the **referencing provider** for the duration of **your period of insurance**.

If neither criterion is satisfied, this policy will be deemed void and no claims will be payable.

excess

The first amount of any claim under **insured incident 1 Rent Protection** where the **notification date** is between 31 and 60 days after the first missed rent. Where this applies, **we** will deduct an amount equal to the first month's **rent** from the arrears and will only indemnify **rent** arrears in excess of this amount. For avoidance of doubt, no **excess** will apply to any claim notified within 30 days of the first missed **rent**.

guarantor The party responsible for paying the rent in the event of a default by the **tenant**, who is:

- a) either a permanent resident within the **territorial limit** who has received a **satisfactory reference** or a UK-registered **guarantor** service; and
- b) named and signed as a **guarantor** for a named **tenant** on a Deed of Guarantee or Guarantor's Covenant for the full duration of the **period of insurance**; and
- c) not a designated person on the UK Sanctions list.

No more than two **guarantors** may be appointed per **tenant**.

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, leading to a claim for which **we** have agreed to provide cover under the terms and conditions of this insurance. For avoidance of doubt, all claims resulting from one originating cause shall be treated as one **insured incident** to which the overall **limit of indemnity** applies.

insured property The property specified in the policy schedule which is:

- a) occupied exclusively for residential purposes; and
- b) located in the **territorial limit**; and
- c) let by you under a **tenancy agreement**; and
- d) in a condition suitable to be let for residential occupation.

The policy is automatically void for any property which does not meet the above definition in full.

Insurer, our us, we Devon Bay Insurance Company Limited

landlord The party who is:

- a) the legally registered owner of the **insured property**; and
- b) named in the **tenancy agreement**; and
- c) not a designated person on the UK Sanctions List.

- limit of indemnity** The most **we** will pay for any one **insured incident** (including any subsequent appeal agreed by **us**) is:
- a) for **insured incident 1 Rent Protection**:
 - (i) **First Month of Tenancy Rent Protection:**
One month's **rent**
 - (ii) **Repossession and Rent Indemnity:**
The **rent** due during the **period of insurance** from the first arrears to **vacant possession**
 - (iii) **Post-Possession Rent and Damages.**
 - a. Up to 3 payments of rent following **vacant possession** at:
 - 100% for the first month;
 - 75% for the second month;
 - 50% for the third month.
 - b. Up to £1,000 for **damage**
 - b) for **insured incident 4 a) Alternative Accommodation:**
£250 per day for a maximum 30 days.
 - c) for **insured incident 4 b) Storage Costs:**
£50 per day for a maximum 30 days.
 - d) for **insured incident 10 Witness Expenses:**
£1,000
 - e) for each **insured incident**, **our** total liability is limited to a maximum of £100,000, to include all of the above inner limits per section of cover. For avoidance of doubt this limit applies to the sum of all claims resulting from one **insured incident** as opposed to per claim.

notification date, notified The date on which **you** send **us** all of the requested information and all relevant documentation to support **your** claim, including but not limited to submitting the completed online claim form and attaching all requested pre-tenancy documentation. For avoidance of doubt, no claim shall be considered as **notified** (or paid) until all supporting documents have been received.

period of insurance The period of time covered by this policy as shown in the policy schedule and any further period(s) this insurance is renewed for.

reasonable prospects of success

For each **insured incident** there must always be more than a 50% chance that **you** will:

- a) obtain and enforce a court order to **evict** a tenant for a breach of **tenancy agreement**;
- b) recover any losses or **damages**;
- c) successfully defend a claim or prosecution;
- d) succeed in reducing a sentence, penalty or a fine if **you** plead guilty in a criminal prosecution;
- e) succeed in enforcing a judgment or obtain a legal remedy which **we** have agreed to; or
- f) 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.

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.

For all legal expenses covers other than **insured incident 1 Rent Protection** and **2 Repossession**, an estimate of the **adviser's costs and expenses** to deal with **your** claim must not be more than the amount of money in dispute. The estimate of **adviser's costs and expenses** will be provided by the **appointed adviser** with the assessment of **your** case. If the estimate exceeds the amount in dispute then **we** may decline or discontinue support for **your** claim.

referencing provider

The company who sold **you** this policy, and/or provided a **satisfactory reference** for each **tenant** and any **guarantors**, on the terms agreed with **us**.

rent

The **rent** due and payable to **you** by the **tenant** under the current **tenancy agreement**, and as stated on **your** policy schedule subject to

- a) any lawful increase, within the **tenant's** documented **affordability**; and
- b) a maximum **rent**, as noted in the **tenancy agreement** and payable by **us**, of £5,000 per calendar month.

For avoidance of doubt:

- a) all cover for **rent** under **insured incident 1 Rent Protection** is limited to the last monthly **rent** declared to **us**, as confirmed by **your** policy schedule;
- b) **you** are responsible for informing **us** of any variation in **rent** by advising **your referencing provider** within 30 days of the **landlord's** instruction;
- c) continuation of cover for a **rent** increase may require additional premium and the **referencing provider** will reconfirm terms for the remaining **period of insurance**. Failure to pay the additional premium will automatically limit **rent** cover to the former amount.

satisfactory reference A reference for the **tenant** and any **guarantor** conducted by:

- a) **our referencing provider** on the terms agreed with **us**; or
- b) an alternative provider approved by **us**, which includes the following minimum checks:
 - (i) a reference from the **tenant's** last landlord, confirming:
 - no **rent** payments more than 7 days late during the last 12 months (and none outstanding on inception of this policy);
 - no **damage** caused by the **tenant**
 - (ii) a current **employer's** reference confirming position, start date and salary (with no envisaged termination or variation during the **period of insurance**).

If the **tenant** or **guarantor** is self-employed, they must provide proof of income for the last 12 months or an accountant's reference. Any **guarantor** must have been self-employed for a minimum of 12 months.

- (iii) verification that the **tenant's** (or their **guarantor's**) gross annual salary or income meets **affordability**.
- (iv) a credit history check which grades the **tenant** or

guarantor as 'Good' or 'Very Good' and confirms:

- no bankruptcy or voluntary liquidation within the 12 months prior to the **period of insurance**;
- no discharged bankruptcies or voluntary liquidation more than 12 months prior to the **period of insurance**, except with a qualifying **guarantor**;
- up to two unsatisfied CCJs, totalling less than £5,000, subject to a qualifying **guarantor**;
- no unsatisfied CCJ over £5,000;
- no **guarantor** with unsatisfied CCJs;
- no more than one satisfied CCJ valued at £1,000 or less, except with a qualifying **guarantor**;
- no **guarantor** with more than one satisfied CCJ, or with one CCJ valued higher than £1,000;
- No IVAs, except with a qualifying **guarantor**.

standard adviser's terms of appointment

A separate agreement **we** require an **appointed adviser** to enter into with **us** which sets out the **appointed adviser's** responsibilities and the amounts **we** will pay the **appointed adviser** in respect of an **insured incident**.

tenancy agreement, tenancy

A written and signed, legally binding agreement, containing an enforceable termination clause, between **you** and the **tenant** to occupy the **insured property**, which is let under:

- a) 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
- b) the Housing (Scotland) Act 1988 or a private residential tenancy (as defined in the Private Housing (Tenancies) (Scotland) Act 2016); or
- c) the Private Tenancies (Northern Ireland) Order 2006; or
- d) a standard occupation contract under the Renting Homes (Wales) Act 2016; or
- e) any amending, or substituting, legislation to the above during the **period of insurance**.

For the avoidance of doubt, this does not cover:

- a) any **tenancy agreement** which is not enacted in compliance with the applicable legislation (including all statutory notices and registration, as applicable during the **period of insurance**); or
- b) an agreement between the **tenant** and another party to sublet the **insured property**, where **you** consent to such agreement; or
- c) an **insured property** used for any illegal activity of which **you** should be reasonably aware; or
- d) any other agreement to occupy the **insured property** which is not included in this definition (for example, a common law tenancy outside of the scope of the above legislation).

Unless agreed otherwise in **your** policy schedule, this policy is automatically void for any **tenancy agreement** not included in this definition.

tenant

The party who is:

- a) either a natural person or a company renting the property under a **tenancy agreement** for their employee(s) to reside in, excluding any company directors or shareholders; and
- b) named (and signed) in the written **tenancy agreement**; and
- c) acceptable in accordance with **our eligibility** criteria; and
- d) renting and occupying the **insured property** as their main place of residence for the **period of insurance**; and
- e) not a designated person on the UK Sanctions List.

Unless agreed otherwise in **your** policy schedule, this policy is automatically void for any **tenant** not included in this definition.

territorial limit

England, Scotland, Wales, and Northern Ireland.

vacant possession

The date on which the **insured property** is surrendered by the **tenant** either by returning the keys, abandoning the **insured property** or when the **tenant** is evicted from the **insured property** through a court process.

you, your

The letting agent who:

- a) has purchased this policy and is named on the policy schedule; and
- b) is a member of a recognised property redress scheme; and
- c) is contracted to manage the **insured property** on behalf of the **landlord** and pay the monthly **rent** to the **landlord** on behalf of the **tenant**.

As such, **we** require **you** to evidence **your** financial interest in the subject matter of any claim under this policy, including, but not limited to, any management agreement in which **you** are contracted to pay for **rent** or **damages** on behalf of the **tenant**. For avoidance of doubt, this policy is automatically void for any **tenancy agreement** where **you** are unable to evidence **your** insurable interest in the full value of a claim.

INTRODUCTION

Thank you for purchasing Rent and Legal Protection. This insurance will provide assistance to pursue or defend **your** legal rights in a range of issues arising from the letting of the **insured property**, including:

- **Rent** arrears while **vacant possession** is being pursued
- Obtaining **vacant possession** of the **insured property**
- Recovering **rent** owed to **you**
- **Damage** caused to the **insured property**

This insurance also provides the following covers where they have been included in **your** management agreement:

- Defence of criminal prosecutions
- HMRC enquiries into **your** tax affairs
- Alternative accommodation and storage costs
- Nuisance or trespass
- Disputes over the purchase of goods or services
- Attending court as a witness
- Access to 24-hour Helpline Services

This is **your** Letting Agent Rent and Legal Protection policy document which provides evidence of the contract between **you** and **us**, the **insurer**. This document forms part of **your** policy, along with **your** policy schedule and any attaching 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**.

Please carefully read all documents and contact the **referencing provider** who sold **you** this policy if **you** have any queries or if any information is missing, incorrect or needs to be changed. It is important that **you** inform the **referencing provider** of any inaccuracies or changes as soon as possible. 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 **your referencing provider** who will apply for this policy on **your** behalf with **us**, Devon Bay Insurance Company Limited. This policy is underwritten by Devon Bay Insurance Company Limited, who are 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.

CONTRACT OF INSURANCE

1. INSURING CLAUSE

In return for **you** paying or agreeing to pay the premium for the **period of insurance** in which **your** claim is notified and subject to **eligibility, minimum referencing and claims conditions**:

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

2. ELIGIBILITY

For avoidance of doubt, this policy is only operative where all of the following criteria are met:

- (i) **You** are a letting or managing agent contracted to manage the **insured property** on behalf of the **landlord**, including collection of monthly **rent** payments and property maintenance.
- (ii) The **insured property** is a private residential tenancy under the remit of, and legally compliant with, the:
 - Renters' Rights Act 2025, as amended from Section 5 of the Housing Act 1988 (updated and amended by the Housing Act 1996); or
 - Housing (Scotland) Act 1988 or a private residential tenancy (as defined in the Private Housing (Tenancies) (Scotland) Act 2016); or
 - Private Tenancies (Northern Ireland) Order 2006; or
 - Renting Homes (Wales) Act 2016.
- (iii) This policy excludes any **tenancy agreement** which falls outside of **our** definition of this term.

Examples of excluded tenancies

- Any property which is not solely occupied as a permanent residence by individuals under a direct tenancy with **you** and/or the **landlord**. For example, the policy excludes any agreement to:
 - sublet the **insured property** or allow occupation by any parties other than the **tenants** who are subject to the **minimum referencing** noted below; or
 - grant any other type of lease or license for the **insured property** such as

a holiday let.

- Any tenancy which is not subject to the domestic housing legislation cited above under **Eligibility (ii)**. For example, a common law tenancy where the **rent** (or any other term of the agreement) falls outside of the remit or requirements of the Housing Act.
- (iv) For avoidance of doubt, **you** are the policyholder and this policy excludes the rights of any other parties to submit a claim.
- (v) The **insured property** is in a suitable condition to be let as a private residence in accordance with any relevant legislation and/or local regulation and evidenced by a detailed, date-stamped, inventory of the **insured property's** condition and contents which has been agreed by the **tenant**.
- (vi) **You** have complied with legislation for letting the **insured property**, including but not limited to providing documentary evidence that **you** have:
- obtained (and retained) photographic identification for all **tenants** and any **guarantors** which exactly matches the **satisfactory reference, tenancy agreement** and all other documentation;
 - conducted (and retained) valid right to rent checks for the **period of insurance** wherever applicable;
 - a current and valid gas (if applicable), energy or electrical safety certificate for the **insured property**;
 - a current and valid licence for the **insured property** (where applicable) with evidence that any terms and conditions have been complied with (or **your** application for that licence in the event of an administrative delay by the issuing authority).
 - protected (or arranged a suitable approved alternative to) the **deposit** within the applicable rules and timescales;
 - issued all relevant pre-tenancy documentation to the **tenant** in accordance with the statutory timescales;
 - validly registered on the relevant government-appointed **landlord** registration portal introduced under the Renters' Rights Act (or any successor or equivalent scheme) where required;
 - provided accurate and complete information in respect of:
 - the **landlord's** identity; and
 - ownership or legal control of the **insured property**; and
 - compliance with applicable statutory requirements;
- in line with requirements under current legislation.
- not been subject to any suspension, prohibition, banning order or restriction which would prevent the lawful letting of the **insured property**;

- (vii) The **rent** (including any increase during the **period of insurance**) remains within **our** policy definition of **affordability**.
- (viii) The **period of insurance** should run concurrently with the **tenancy agreement**. Unless agreed otherwise, any **tenancy agreement** which commenced more than 7 days prior to the **period of insurance** may be accepted under this policy, subject to:
- previous equivalent rent and legal protection insurance maintained in force until the inception date of the current **period of insurance**, under which no claims have been submitted to date and with no existing circumstances which could give rise to a claim; or
 - any **tenancy agreement** in force for less than 12 months meeting **minimum referencing** and **affordability**;
 - any **tenancy agreement** in force for more than 12 months:
 - confirmation the full **rent** due has been paid by the **tenant** and that no payments have been made more than 7 days later than the due date shown in the **tenancy agreement** during the last 12 months, unless agreed otherwise with **us**; and
 - any **rent** increase during the **period of insurance** is limited to 10%;
 - any policy incepting mid-**tenancy** is subject to an exclusion of any **insured incident** arising within the first 90-days, as per General Exclusion 2
- (ix) In taking out, or renewing, this policy, **you** agree that **you** and the **landlord** have no previous, ongoing or potential cause for dispute with the **tenant** insofar as **you** are reasonably aware.

3. MINIMUM REFERENCING

Prior to commencement of the **tenancy agreement** or any proposed **rent** increase that exceeds 10%, **you** must have obtained a **satisfactory reference** for each **tenant** (and any **guarantor**) no more than 60 days prior to the signature date on the **tenancy agreement**, unless **we** have agreed otherwise.

4. CLAIMS CONDITIONS

All claims are subject to the following key conditions concerning the jurisdiction, notification and legal prospects for any **insured incident** under this policy.

- (i) The **insured incident** happens in the **territorial limit**.
- (ii) The **notification date** for any claim is as soon as reasonably possible and within the **period of insurance**. **If this** insurance is not renewed, the **notification date** must be within 14 days of expiry of the **period of insurance**.
- (iii) Late notification can reduce or void **your rent** indemnity and any attaching repossession claim.

- Any accepted **rent** claim **notified** within 30 days of the first missed **rent** will be paid until **vacant possession**, subject to the policy terms and conditions.
- Any **rent** claim **notified** more than 30 days in arrears is subject to an **excess** equal to one month's **rent**.
- Any **rent** claim **notified** later than 60 days in arrears will not be accepted.

We would also encourage **you** to contact **us** before accepting any partial payment, to ensure this does not affect the **reasonable prospects of success** for any legal action which may be subsequently required.

- (iv) The **insured incident** always has **reasonable prospects of success** which must be present throughout the duration of **your** claim.
- (v) Any proceedings or other methods **we** agree to resolve **your** claim are dealt with by a court or other body within the **territorial limit**.

CLAIMS PROCESS

- (i) If **you** are involved in a legal dispute relating to the **insured property**, please first check whether **your** dispute is covered under the **insured incidents** section of this policy then email the details of **your** claim to **LfLClaims@devonbayinsurance.ai** Please quote the policy number on **your** policy schedule (or any claims reference number noted in correspondence).
- (ii) **We** will request all of the information and documentation required to submit **your** claim and **we** will not accept (or pay) any claim until all requested items are received. As a minimum, **we** will require copies of:
- the completed claim form;
 - **your** enclosed policy schedule showing the **insured property** and **period of insurance**;
 - all current signed **tenancy agreements** for the **insured property**, including any amendments and renewals;
 - the **deposit** protection certificate, confirming when the **deposit** was received and when it was protected;
 - the prescribed information form sent to the **tenant** confirming where the **deposit** was protected, signed and dated and evidence of how this was sent to the **tenant**
 - check-in inventories, interim inventories and check-out inventories, where applicable;
 - the EPC Gas safety certificate for the **insured property** and evidence it was served;
 - the “How to Rent” guide and how it was served;
 - the electrical inspection condition report (EICR) for the **insured property**;
 - an up-to-date rental log, showing all **rent** payable for the duration of the **tenancy agreement**, including the first instance of any **rent** arrears, to date;
 - a **satisfactory reference** for the **tenant** and any **guarantor** and proof of Right to Rent checks;
 - the **management agreement** between **you** and the **landlord** for the **insured property**;
 - the **guarantor** agreement, if applicable;
 - any mandatory licences held, if applicable;
 - contact details for the **tenant**, any **guarantor**, witnesses or other parties in the dispute;
 - evidence of any attempts to contact the **tenant** and/or **guarantor**.
- (iii) **You** must report **your** claim to **us** as soon as **you** become aware of any circumstances which could give rise to a claim under this insurance. **Your rent** indemnity is affected by late reporting and the **notification date** for any claim relating to unpaid **rent** must be within 60 days of the first missed **rent** payment.
- a) If the **notification date** is within 30 days of the first missed **rent** payment and we accept **your** claim to pursue **vacant possession**, **we** will accept **your rent** claim in full, subject to the policy terms, conditions and exclusions.
- b) If the **notification date** is between 31 and 60 days of the first missed **rent** payment, any claim under **insured incident 1 Rent Protection** will be subject to an **excess** equivalent to one month’s **rent** under the current **tenancy agreement**. This **excess** will be deducted from the **rent** arrears before any **rent** above this amount is due and payable by **us**.

- c) If the **notification date** is more than 61 days after the first missed **rent** payment, **we** will not accept any **rent-related** claim under **insured incidents 1 Rent Protection, 2 Repossession or 3 Rent Recovery**.
- (iv) In cases where **rent** arrears have accrued, it is a condition of cover that **you** allow **our appointed adviser** to negotiate with the **tenant** or any applicable **guarantor** on **your** behalf. The **appointed adviser** will attempt mediation with the **tenant** and **you** must accept any reasonable settlement in preference to eviction. For avoidance of doubt, all cover under **insured incident 1 rent protection** will terminate if **you** do not accept either **our** mediation process or any reasonable offer arising from that process or subsequently.
- (v) 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.
- (vi) **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**).
- (vii) **We** will instruct **our appointed adviser** to represent **you** throughout any eviction where **we** are also indemnifying **your rent** under **insured incident 1, Rent Protection** unless there is a conflict of interest. For other claims **we** will instruct **our appointed adviser** to represent **you** unless there is a conflict of interest, or it becomes necessary for **you** to start a claim in a court to resolve **your** dispute.
- For the avoidance of any doubt, the term 'conflict of interest' shall mean where **our** chosen **appointed adviser** cannot act on **your** behalf as to do so would be a breach of their professional code of conduct.
- (viii) **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.
- (ix) If **we** are 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.

INSURED INCIDENTS

1. RENT PROTECTION

What you are covered for

(i) First Month of Tenancy Rent Protection

We will pay the first month's **rent** of the **tenancy agreement** if this remains unpaid by the **tenant** (and any **guarantor**) after **you** have issued keys for the **insured property**;

subject to **our appointed adviser** mediating with the **tenant** and any **guarantor** to recover this amount.

(ii) Repossession and Rent Indemnity

Following non-payment of **rent** by the **tenant** (and any **guarantor**), **we** will pay:

- a) **adviser's costs and expenses** to pursue **vacant possession**; and
- b) the unpaid **rent**, after deduction of the **excess**, from the date of first arrears until **vacant possession** is secured;

where **we** have accepted **your** claim for **vacant possession** and subject to **reasonable prospects of success** throughout any applicable legal eviction process.

(iii) Post-Possession Rent and Damages

If **you** are unable to re-let the **insured property** after **our appointed adviser** has secured **vacant possession** due to **damage** caused by the former **tenant**, **we** will pay:

- a) up to three month's **rent**, until the **insured property** is returned to a suitable condition to re-let, at the following percentages:
 - 100% of the monthly **rent** for the first month after **vacant possession**;
 - 75% of the monthly **rent** for the second month after **vacant possession**;
 - 50% of the monthly **rent** for the third month after **vacant possession**;
- b) up to £1,000 if the **deposit** is insufficient to cover the cost of the **damage**.

Please note that

- (i) **You** must have taken a holding **deposit** and tenancy **deposit** prior to executing the **tenancy agreement**.
 - (ii) Providing the **notification date** is within 60 days of the first **rent** arrears, **we** will commence **rent** indemnity payments within 30 days of the **claim acceptance date** (subject to the **excess**).
 - (iii) **You** must fully comply with any request by an **appointed adviser** within a timescale which does not increase the amount of **rent we** have to pay, wherever reasonably possible.
 - (iv) **You** must confirm the **tenant** has not vacated the **insured property** and submit an up-to-date **rent** log (and any relevant correspondence) within 30 days of each missed payment. This should be confirmed by visiting the property (with any due notice to the **tenant**) where no other confirmation has been obtained.
 - (v) The **rent** log should only include rent paid by the **tenant** and should not include any **rent** payments indemnified by **us** (and/or any other parties);
 - (vi) **You** must send written correspondence (via email, private message, text or letter) to all **tenants** and **guarantors** to formally confirm the arrears and potential recourse:
 - a) within 7 days of the first missed **rent** payment; and
 - b) between 7 and 14 days of the first missed **rent** payment.
- We** will require copies of this correspondence to accept **your** claim.
- (vii) **You** must inform **us** if **you** have been advised **tenant** and/or any **guarantor** is in a Debt Respite period;
 - (viii) On receipt of the updated **rent** log, if **we** accept your claim, **we** will pay **you** the outstanding **rent** 30 days in arrears;
 - (ix) If a claim has been open for more than 3 months after the last **rent** arrears and there are no **reasonable prospects of success** for pursuing **vacant possession**, **we** will close the claim (and the policy may not be renewed).
 - (x) Any payments made by the **tenant(s)** (or any other parties) will reduce, or negate, any benefits due from **us**.
 - (xi) **You** must not waive **your** rights to any **rent** which is owed and agree that doing so invalidates a claim for these amounts. Any amounts **you** have written off which **we** have already indemnified must be repaid by **you** to **us**.
 - (xii) Any **rent we** have indemnified which is paid by any other party must be repaid to **us** within 30 days of receipt.
 - (xiii) If **we** have not accepted the full amount of **your** claim, **you** will be informed of this by email.
 - (xiv) Once the claim is deemed settled by **us**, **you** will receive an email informing **you**

that the case is now closed.

- (xv) Following **vacant possession**, **we** will deduct an amount equal to the **deposit** from any subsequent **rent** claims. This amount will be withheld by **us** until the outcome of **your deposit** claim is known.
- (xvi) **You** must:
 - a) submit a claim for the **deposit** to the full value of any **rent** or **damage** claimed under this **insured incident**; and
 - b) provide copies of **your** claim from the **deposit** and any subsequent adjudication at **our** request
- (xvii) Where **damage** is awarded by the **deposit** scheme adjudicator, **we** will pay any **rent we** have deducted up to the amount awarded for **damages**.
- (xviii) Where **damage** is paid from the **deposit** without adjudication, **we** will pay any **rent we** have deducted up to a reasonable value for the **damage**. This reasonable value will be determined by **us** on receipt of
 - a) an invoice number and date of issue;
 - b) the full details of the contractor (name, address, business registration number, VAT number if applicable);
 - c) where work is completed by you or the landlord, we will only accept receipts for any replacement fixtures and fittings;
 - d) the full name and address of the person being billed (typically the **landlord**);
 - e) a clear itemisation of charges to include subtotal for each item, a total amount due, and a clearly stated payment due date.
- (xix) Where an adjudication report from the relevant **deposit** scheme is provided to **us**, **we** do not require invoices, as the scheme adjudicates based on the evidence of **damages** and supporting invoices provided.

What you are not covered for

- (i) The **excess** for any claim where the **notification date** is between 31 and 60 days after the first missed **rent** payment.
- (ii) Any claim where the **notification date** is more than 60 days after the first missed **rent** payment.
- (iii) Any **rent** payments once **vacant possession** has been obtained other than in the circumstances described in **insured incident 1 (iii)** where the **insured property** cannot immediately be re-let due to **damage** caused by the former **tenant**.
- (iv) Any claim under **insured incident 1 (iii)** after the **insured property** has been listed for rent or where **you** cannot evidence instruction by the **landlord** to re-let the **insured property**.

- (v) Any **rent** due where **you** have failed to provide information within 7 days of a request by **us** or the **appointed adviser**.
- (vi) Any action not authorised by an **appointed adviser** which prejudices the amount of **rent** payable by **us**.
- (vii) More than 12 months of rental payments where the **tenant** submits a valid defence to the eviction.
- (viii) Any claim where **you** are unable to provide written evidence of **your** financial interest in the **rent** or property **damage**. For example, where **you** are unable 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.

2. REPOSSESSION

What you are covered for

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

Please note that

where the **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 the terms and conditions of that licence complied with.

What you are not covered for

- (i) Any claim for unpaid **rent** (see **insured incident 1**).
- (ii) The cost of reserving any eviction notice **you** have incorrectly served.

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** owed must be the lesser of £1,000 or one month's **rent**, subject to **reasonable prospects of success**.

ADDITIONAL INSURED INCIDENTS

The following **insured incidents** only apply where **your** management agreement for the **insured property** extends to include:

4. ALTERNATIVE ACCOMMODATION AND STORAGE COSTS

What you are covered for

The **landlord's** alternative accommodation and storage costs in the event the **tenancy agreement** has ended and **you** are seeking **vacant possession** of the **insured property** under a claim covered by this insurance, **we** will pay up to:

- a) £250 (including VAT) per day for a maximum period of 30 days towards the costs of the **landlord's** accommodation; and/or
- b) £50 (including VAT) per day for a maximum period of 30 days towards the cost of storing the **landlord's** personal possessions

Please note that

we will only be liable for these payments:

- (i) if the **landlord** intends to live in the **insured property** once **vacant possession** is obtained and they have no other suitable accommodation available during this period; and
- (ii) on submission of an invoice or receipt from a third party company providing residential accommodation or storage solutions.

5. PROPERTY DAMAGE RECOVERY

What you are covered for

Adviser's costs and expenses to pursue the **landlord's** legal rights against the **tenant** following an event where the **tenant** is responsible for **damage** to the **insured property**, including its contents.

Please note that

- (i) the amount in dispute must be more than £1,000 and subject to **reasonable prospects of success**.
- (ii) before the **tenancy agreement** starts, **you** must have taken a detailed inventory of the **insured property's** condition and contents which has been agreed and signed by the **tenant**.

What you are not covered for

- (i) Any claim arising from a contract **you** have entered into (other than the **tenancy agreement** where the claim is against the **tenant**).
- (ii) Any claim where **you** have recourse to claim from the **deposit** for the disputed amount.
- (iii) Any claim which has been declined by a **deposit** scheme (or **deposit** alternative).

6. NUISANCE AND TRESPASS

What you are covered for

(i) Nuisance

Adviser's costs and expenses to pursue the **landlord's** 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 the **insured property**.

Please note that

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

(ii) Trespass

Adviser's costs and expenses to pursue the **landlord's** legal rights to evict anyone who is not **your** current or former **tenant** from the **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 the **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 (unless the claim is for accidental physical **damage** to the **insured property**).

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 the **insured property** which leads to:

(i) **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.

(ii) **Criminal prosecutions**

you being prosecuted in a criminal court

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 the **insured property**, or the buying or hiring in of services relating to the repair, maintenance, or renovation of the **insured property**.

Please note that

the amount in dispute must exceed £1,000 (including VAT).

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** commercial 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.

10. WITNESS EXPENSES

What you are covered for

We will pay up to £1,000 for lost salary or wages for **you** or **your** employee 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

we 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 CONDITIONS

You must keep to these conditions as failure to do so may lead to **us** 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 minimize 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 an established third-party company. Any requested documentation must be supplied by **you** within 7 working days of **our** request.

2. Appointment of an appointed adviser

- a) If **we** accept **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 1, 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 **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

a) **You** must:

- (i) co-operate fully with **us** and the **appointed adviser** (including attending any court hearing on the **appointed adviser's** request) 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:
- (iii) act in any way which obstructs **us** or the **appointed adviser** or hinders the progress of a claim; or
 - (iv) incur any **adviser's costs and expenses** or any other costs or amounts without **our** consent.
- c) **We** 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;
 - (iv) 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

- 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, **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 and **we** may not accept renewal of your policy.
- c) **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 **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:

- a) take all reasonable steps to recover **adviser's costs and expenses** or other costs or amounts and pay such sums recovered to **us**;
- b) 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

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, **we** will only pay **our** 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**, **we** will mutually agree an appropriately qualified third party to make this decision.

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

10. Your cancellation rights

a) 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 organisation 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 during the current **period of insurance**.

b) Outside the cooling-off period

Should **you** wish to cancel this insurance outside of the cooling-off period specified above, **you** must contact the **referencing provider** who sold **you** this insurance and provide 30-days' notice.

Where **we** have agreed to cancel this insurance outside of the cooling-off period, **you** may receive a pro-rata refund for the remaining time on risk after deduction of any administration fee charged by the **referencing provider**.

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.

11. Our cancellation rights

a) General

We 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, **we** reserve the right to cancel this insurance from the date of the alleged claim or misrepresentation and recover from **you** any **rent** paid, **adviser's costs and expenses** or other costs or amounts already paid in respect of that claim, which **we** otherwise would not have paid. **We** 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.

For avoidance of doubt, the **landlord** is not a party to this insurance and may not submit a claim under this policy, even where a claim is necessarily pursued in the **landlord's** name to enforce the **landlord's** legal rights. Such claims are pursued on the understanding that **you** have express authority to act on the **landlord's** behalf and in the **landlord's** general legal and financial interests in letting the **insured property**.

If **your** agreement with the **landlord** is cancelled, this policy will automatically terminate from that cancellation date on the basis **you** no longer hold an insurable interest and **we** will not be responsible for any claims payments thereafter.

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 EXCLUSIONS

There is no cover for:

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. **Tenancy agreements commencing before this insurance started**

Any disagreement with the **tenant** which arises within the first 90 days of the first **period of insurance** where the **tenancy agreement** commenced more than 7 days before the first **period of insurance** (this exclusion does not apply if **you** had continuous equivalent insurance with another provider which expired immediately before this insurance started).

3. **Costs incurred and legal action we have not authorized**

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

- (i) before **we** have accepted a claim; and/or
- (ii) which **we** have not authorised in advance.

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

4. **Value Added Tax**

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

5. **Fines and court awards**

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

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

6. **Willful acts**

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

7. **Judicial Review and challenges to legislation**

- a) 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.

8. **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.

9. **Disputes with us or the appointed adviser**

Any claim made against **us** or the **appointed adviser** (please also refer to General condition 9).

10. **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) ionizing 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.

11. **Sanctions**

Any payment or provision of any other benefit under this policy, if **we** are prevented from doing so by any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the United Kingdom or the United States of America.

The economic sanctions of the United States of America shall only apply where they do not violate European or local legal regulations.

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 or as agreed with the **referencing provider** who sold **you** this policy. Immediately upon commencement of this policy, the right to receive premium is assigned by **us** to the **referencing provider** in its own 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 the **referencing provider** 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.

We have agreed that **we** will treat payment of premium to the **referencing provider** as being payment to **us**, and, on this basis, **we** shall treat cover as satisfying the condition of payment when the premium has been paid to the **referencing provider**.

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.

THE INSURER'S PRIVACY NOTICE AND USE OF 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). **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 grounds apply, 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).

COMPLAINTS

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 of this insurance, you should refer your complaint to the referencing provider who sold your policy.

If **you** are dissatisfied with the response **you** receive from the **referencing provider** 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, providing **you** meet their criteria as an eligible complainant*.

*If **you** do not refer **your** complaint within the six-month period, the **referencing provider** 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
- **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 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
- **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

Important

This complaints notification procedure does not affect your right to take legal action.

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 **referencing provider** who sold **you** this insurance.

To help **us** monitor and improve service standards, all calls are recorded, other than those to the Counselling Helpline.

Using the Helpline Services does not constitute notification of a claim. Please refer to the Claims Process described on page 14.

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

Legal advice helpline

Provides **you** with confidential telephone legal advice on renting the **insured property** subject to the laws of the United Kingdom of Great Britain and Northern Ireland.

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

Tax Advice Helpline

Provides **you** with confidential telephone advice on rental tax matters subject to the laws of the United Kingdom of Great Britain and Northern Ireland.

To use the 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**.



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