

# NLA Rent Guarantee Insurance Summary of Cover



## keyfacts<sup>®</sup>

This Policy Summary is designed to help you understand your insurance policy by setting out the significant features, benefits, limitations and exclusions. This document does not describe all the terms and conditions of your policy, so please take time to read the Policy Wording in conjunction with your Insurance Schedule to ensure that you understand the cover it provides.

## Your Policy at a glance

### Type of Cover

This policy provides cover for advisors costs and proceedings when a tenant fails to perform their obligations as set out in the Terms of the Tenancy Agreement. The policy covers rent arrears owed by the tenant and provides Legal Assistance to assist you in the recovery of unpaid rent.

### Your Insurers

This Insurance is underwritten by Inter Partner Assistance S.A., a wholly owned subsidiary of AXA Assistance and part of the worldwide AXA Group, and is administered by Arc Legal Expenses Limited.

The policy is arranged by NLA Rent Guarantee Insurance. NLA Rent Guarantee Insurance is operated by Hamilton Fraser Insurance.

### Your Insurance Intermediary

The policy is arranged by NLA Rent Guarantee Insurance. NLA Rent Guarantee Insurance is operated by Hamilton Fraser Insurance under an exclusive license granted to them by the National Landlords Association (NLA).

### Period of Insurance

The policy provides cover for the period shown in the schedule. This will be a duration of either 6 or 12 months from the date of commencement.

### Your Cancellation Rights

You are entitled to cancel this insurance by contacting NLA Rent Guarantee Insurance within 14 days of either the commencement date of your insurance, or the date that you receive your policy documentation, whichever is the later. Provided no incidents have occurred, which may later give rise to a claim, we will refund your premium to you in full.

After the 14 day "Cooling Off" period you may cancel your policy at any time, however in this case no refund of premium will be granted.



# NLA Rent Guarantee Insurance Summary of Cover

## Rent Guarantee & Legal Expenses

Cover applies to Great Britain, Northern Ireland, the Isle of Man and the Channel Islands

### Significant benefits, limitations, exclusions and excesses

#### Significant Benefits

- Cover for up to £2,500 per month in respect of unpaid Rental Income (Maximum payable is £15,000 or six months Rent, whichever is the lesser amount)
- Legal costs incurred in proceedings against a Tenant or Guarantor to recover unpaid rent up to £50,000 any one claim
- Dilapidation costs can be included provided they are contained within a dilapidations inventory
- 24 Hour Legal Advice Helpline giving immediate access to specialist lawyers to give you advice on all matters relating to the insured property

#### Policy Limitations & Significant or Unusual Exclusions

- All claims must be notified to insurers within 45 days of the insured event and claim forms must be submitted within this time along with all supporting documentation
- The insured must comply with the Terms, Exclusions and Conditions of this policy at all times
- Claims will not be considered where evidence of a current and signed AST cannot be provided
- Claims will only be considered where an 'NLA Tenant Check' with a rating of 'Passed' has been obtained
- Claims will only be considered where the insured has taken a 'Deposit' of a minimum of one month's rent from the tenant, and has protected this deposit with an authorised Tenancy Deposit Protection Scheme
- Claims for an insured event will not be considered within the first 90 days of the period of insurance if the tenancy period commenced before inception of this Policy.

- The first full month's unpaid rent is not covered by this Policy.
- Any claim occurring prior to commencement, or after expiry, of this Policy is not covered by this Policy.
- Rent is only payable during the Insured Period and for up to 6 months or to the end of the period shown in the Tenancy Agreement, whichever happens sooner and whilst the Tenant (and any unauthorised occupant) remains in occupation of the Insured Property.
- Unpaid Rent claims are only payable where proceedings are pursued under the Legal Expenses Cover provided by this policy.
- If the amount of the 'Deposit' exceeds the first month's rent, arrears will be covered after deduction of the balance of the 'Deposit'. If the balance of the Deposit is subsequently required to meet the cost of dilapidations this sum will then be reimbursed.
- If a tenant is claiming Housing Benefit or Local Housing Allowance, rent will not be paid by the Insurers until the outcome of the claim is known.
- Claims will only be considered where the Insured uses Arc Legal Expenses' recommended Advisors. Any costs incurred as a result of the Insured failing to follow the advice of the Advisor recommended by Arc Legal Expenses, failing to act upon any instruction, or seeking their own legal advice will not be met by this policy.
- Any monies recovered from the Tenant or Guarantor will be retained by Arc to pay for any Adviser's Costs or Rent that has been paid by Underwriters under this insurance.

#### Excesses

- The Rent Guarantee Section of your policy carries an excess Equal to the sum of One Month's Rent
- The Legal Expenses Section of your Policy will not respond where the amount disputed is below £250 (including VAT)



# Other conditions to be aware of:

## Tenant Referencing

It is a condition of NLA Rent Guarantee Insurance that all tenants must be referenced and obtain a FULL check for new policies and BASIC for renewals with a PASS rating from the NLA Tenant Check Service. Details of the NLA Tenant Check Service can be found by visiting the NLA website or by entering the link [www.nlatenantcheck.org.uk](http://www.nlatenantcheck.org.uk)

**No other form of tenant referencing is acceptable under this policy.**

## Tenancy Deposit Protection

It is a condition of the NLA Rent Guarantee Insurance policy that the Insured must take from the tenant a 'Deposit' equal to at least one month's rent, and protect this 'Deposit' with an authorised Tenancy Deposit Protection scheme.

Authorised Tenancy Deposit Scheme administrators are:

- The Deposit Protection Service ([www.depositprotection.com](http://www.depositprotection.com)) Custodial Scheme
- my|deposits ([www.mydeposits.co.uk](http://www.mydeposits.co.uk)) Non-Custodial/Insurance Based Scheme
- The Tenancy Deposit Scheme ([www.thedisputeservice.co.uk](http://www.thedisputeservice.co.uk)) Non-Custodial/Insurance Based Scheme

For further information, see [www.direct.gov.uk/en/TenancyDeposit/index.htm](http://www.direct.gov.uk/en/TenancyDeposit/index.htm)

## How to make a claim

If the rent remains unpaid you must report your claim to Arc Legal Expenses within 45 days of the date that the rent first became due. Notification is only deemed to have been made upon receipt of a claim form and supporting documentation by Arc - FAILURE TO NOTIFY ARC LEGAL EXPENSES OF A CLAIM WITHIN THIS TIME WILL INVALIDATE THE INSURANCE.

A claim form can be downloaded from the Insurer's website or obtained from them by post or by telephoning the legal advice line. Full contact details can be found in your Policy.

Full details of how to make a claim are contained within the Policy Wording and are subject to adherence to strict requirements and timescales. You must ensure that you read and familiarise yourself with the claims procedure in order to ensure that your policy will respond should you need to make a claim.

## Financial Services Authority Regulation

NLA Rent Guarantee Insurance and Hamilton Fraser Insurance are both trading names of HFIS plc. HFIS plc is authorised and regulated by the Financial Services Authority. This can be checked on the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234

## Applicable Law

These terms of business shall be governed by and construed in accordance with English law. In relation to any legal action or proceedings arising out of or in connection with these terms of business we both irrevocably submit to the non-exclusive jurisdiction of the English courts.

## Your Right To Complain

If you are not satisfied with any aspect of our services or the insurance provided, you should contact us in writing;

Business Delivery Director  
NLA Rent Guarantee Insurance  
3<sup>rd</sup> Floor, Kingmaker House  
New Barnet, Hertfordshire EN5 1NZ

Email: [complaints@nlarentguaranteeinsurance.org.uk](mailto:complaints@nlarentguaranteeinsurance.org.uk)

In certain circumstances NLA Rent Guarantee Insurance may re-direct your complaint to Arc Legal Assistance as the Administrators for Inter Partner Assistance who are the insurers. You will be informed should this be the case.

In the event that you remain dissatisfied and you wish to pursue matters further you may be able to refer the matter to the Financial Ombudsman Service. The Financial Ombudsman Service can normally deal with complaints from private individuals and from small businesses with an annual turnover of less than £1 million (for a group of companies, this means a group annual turnover of less than £1 million). Their details are;

Financial Ombudsman Service  
South Quay Plaza, 183 Marsh Wall, London E14 9SR  
Helpline. 0845 080 1800  
Tel. +44 (0)20 7964 1000  
Web. [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## Your Right To Compensation

If you are a private individual or if you are a small business with a turnover or income of less than £1 million a year, you may be eligible for compensation from the Financial Services Compensation Scheme, should the Insurer not be able to meet their obligations. Full details are available at [www.fscs.org.uk](http://www.fscs.org.uk)

