



# Residential Landlord Insurance

## Policy Wording



In the event of a claim or advice please contact:

**0845 040 5833**

We are contactable 24 hours a day all year round.



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## Commercial Legal Expenses Insurance

This insurance Policy has been arranged by Qdos Broker & Underwriting Services Limited, is administered by Motorplus Limited and is underwritten by UK Underwriting Limited on behalf of:

Fortis Insurance Limited

Registered in England No.354568.

Registered Office: Fortis House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

Qdos Broker & Underwriting Services Limited, Motorplus Limited, UK Underwriting Limited and Fortis Insurance Limited are authorised and regulated by the Financial Services Authority (FSA). This can be checked on the FSA's register by visiting the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

In return for the premium paid, the Insurer agrees to indemnify the insured in accordance with the terms and conditions of this Policy. This wording should be read in conjunction with your Policy Schedule which details the name of the Insured, Period of Insurance, the premium the Insured has paid and the applicable Limits of Indemnity.

### Important Information

This is a contract of insurance between the Insured and Fortis Insurance Limited. The insurance provided covers Legal Expenses, subject to the terms, Limits of Indemnity, exclusions and conditions contained herein in respect of an insured event which occurs within the Territorial Limits and during the Period of Insurance and which is notified to the Insurer during the Period of Insurance for which the Insured has paid or agreed to pay the premium.

### Telephone Advice Lines

Advice can be provided on a wide range of areas of legal and associated tax matters, including employment and health and safety issues. The advice is provided by qualified consultants and is confidential and impartial. In the interests of monitoring the quality of legal advice given, conversations may be recorded. If you are driving when using the Legal Advice Line please make sure it is safe and legal to do so.

The Advice Line is not empowered to give advice on the admissibility of any Claim under the Policy. If you wish to make a Claim or have a query about the cover provided by this Policy, you must contact our Claims Department (see below).

To help us monitor our service standards, telephone calls may be recorded.

When phoning, please tell us that you are a client of the Residential Landlord scheme. Please do not phone the Advice Line to report a general insurance claim.

We will not accept responsibility if the Advice Line services are unavailable for reasons we cannot control.

To contact the Advice Line, phone 0845 0405833, quoting the reference NORW0609

### Special Conditions

#### Property Legal Disputes & Rent Recovery Claims

We will only agree to cover your Claim if you have:

Correctly issued and served the appropriate statutory and contractual notices on the Tenant.

- Section 8 Housing Act 1988– Possession Notice
- Section 21 Housing Act 1988 – Notice to Quit

If you need assistance with this process please call the Advice line.

This is a "claims made" insurance. This insurance only covers Claims both arising and notified to the Coverholder during the Period of Insurance. The Insured has submitted a proposal and declaration or renewal declaration to the Coverholder and it is agreed that this shall form the basis for the issue of this Policy. The Insurer agrees in consideration of the premium to indemnify the Insured to the extent and in the manner provided within this Policy. Unless expressly stated nothing in this Policy will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999.

## Definitions

In this Policy, unless the context otherwise requires, the following words and expressions shall bear the following meanings:

### **Any One Claim**

All Claims or legal proceedings consequent upon the same original cause, event or circumstance.

### **Appointed Representative**

A consultant, solicitor, barrister or other appropriately qualified person appointed to act for the Insured in accordance with the terms of this Policy.

### **Claim**

A Claim under this Policy for Legal Expenses following an insured event which occurs during the Period of Insurance and within the Territorial Limits.

### **Consequential Loss**

Any costs that are directly or indirectly caused by the event which led to a Claim unless specifically stated in this Policy

### **Coverholder**

Qdos Broker and Underwriting Services Limited and Motorplus Limited, who administers and manages this insurance on behalf of the Insurer.

### **Enterprise**

Any person engaged in an economic activity, irrespective of legal form and including, in particular, self-employed persons and family businesses engaged in craft or other activities, and partnerships or associations regularly engaged in an economic activity.

### **Excess**

The amount specified in the Policy Schedule the Insured must pay in respect of Legal Expenses in respect of Any One Claim before the Insurer shall be liable to make any payment where the Insured did not obtain a positive personal reference in respect of the Tenant or the Tenant did not pass a credit reference check.

### **Increased Excess**

The amount specified in the Policy Schedule the Insured must pay in respect of Legal Expenses in respect of Any One Claim before the Insurer shall be liable to make any payment if the Insured instructs an alternative Appointed Representative to the one chosen by the Insurer.

### **Insured**

The company, firm, partnership, association, individual or any other entity that has paid the appropriate premium, which owns the Property declared on the Policy Schedule. The Insured shall include, at the Insured's request, any employee including a director or partner of the Insured.

### **Insurer**

UK Underwriting Limited on behalf of Fortis Insurance Limited. UK Underwriting Limited are an agent of Fortis Insurance Limited and in the matters of a Claim act on their behalf.

### **Legal Expenses**

- a) Any professional fees, expenses and other disbursements reasonably incurred by the Appointed Representative with the consent of the Insurer; and
- b) Any costs incurred by other parties insofar as the Insured is held liable in court or tribunal proceedings to pay such costs or becomes liable to pay such costs under a settlement made with another party with the consent of the Insurer but excluding any costs which the Insured may be ordered to pay by a court of criminal jurisdiction or in adjudication proceedings other than the cost of the adjudicator.

### **Limits of Indemnity**

The maximum liability of the Insurer under this Policy is limited to the amounts specified below:

Any One Claim: £100,000

All Claims Notified During the Period of Insurance £500,000

### **Micro-Enterprise**

An Enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed €2 million.

### **Period of Insurance**

The period for which the Insurer has agreed to provide this insurance as shown on the Policy Schedule.

Unless otherwise agreed by the Coverholder or Insurer in writing this will be 12 calendar months from the date of issue of this Policy.

### **Professional Duty**

Obligation of the Insured in respect of which the Insured has or is required to have in force professional indemnity insurance or an equivalent insurance providing indemnity in the event of a negligent act, error or omission.

### **Property**

Land and/or buildings owned by the Insured, which are used solely for domestic residential purposes, and which are declared on the Policy Schedule.

### **Tenancy Agreement**

An agreement to use property which amounts to a property right.

### **Tenant**

A private individual, company, firm, partnership or trading individual who has entered into a Tenancy Agreement with the Insured and who occupies the Insured's Property.

### **Territorial Limits**

The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.

## **Sections of Cover**

The Sections of Cover applicable are as specified below. The Insurer will only indemnify the Insured for Claims where the dispute, legal proceedings are or would be within the Territorial Limits and the Claim both arises and is notified during the Period of Insurance.

### **Section 1 - Property Legal Disputes**

The Insurer agrees to indemnify the Insured against Legal Expenses incurred in any dispute or legal proceedings made by or brought against the Insured in respect of:

- a) the physical possession of the Property provided that where appropriate all statutory and contractual notices have been correctly served by the Insured on the Tenant;
- b) actual or alleged dilapidations to the Property subject to the amount in dispute being in excess of £1,000 and any Legal Expenses being limited to 75% of the amount in dispute;
- c) actual or alleged nuisance emanating from the Property;
- d) the non-payment of service charges due by a Tenant provided that the amount in dispute is in excess of £1,000 and any Legal Expenses being limited to 75% of the amount in dispute;
- e) the letting of Property owned by the Insured provided that the amount in dispute is more than £1,000 and the letting is in compliance with the provisions of the Housing Acts;
- f) a Tenant's or other third party's alleged or actual negligent act or omission, nuisance, trespass or criminal damage relating to the Property which causes or could cause physical damage or pecuniary loss provided that no contract exists between the Insured and the third party other than a Tenancy Agreement or for the repair, renovation, reinstatement or redecoration of the Property;
- g) the alleged or actual infringement of the legal rights of:
  - i. the Insured; or
  - ii. a Tenant or other third party by the Insured arising out of or relating to the rightful occupation or ownership of the Property by the Insured; and
- h) any contract entered into by the Insured for the sale or purchase of the Property excluding any dispute that the Insured may personally have arising from or relating to the breakdown of a marriage, civil partnership or quasi-marital relationship.

### **Section 2 - Rent Recovery**

The Insurer agrees to indemnify the Insured against Legal Expenses incurred in the recovery of an undisputed debt for rent unpaid by a Tenant provided that:

- a) the amount in dispute exceeds £1,000;
- b) all rent debt recovery cases are notified to the Insurer within 45 days of the due date of the unpaid rent payment, which causes the total amount of unpaid rent to exceed the £1,000 minimum amount in dispute;
- c) all of the Insured's normal credit control procedures have been exhausted;



- d) the Insurer selects the most appropriate means of recovery; and
- e) no more than two separate rent debt recoveries will be pursued for any one Tenant in any one Period of Insurance.

### Section 3 - Attendance Expenses

The Insurer agrees to indemnify the Insured against the actual loss of salary or wages by the Insured or any of the Insured's directors, partners or employees or the Insured's letting managing agent, for up to £100 per person per day to a maximum of £1,000 for Any One Claim, for the time off work to attend any court or tribunal hearing as a:

- a) witness for the Insured at the request of the Appointed Representative; or
- b) defendant in legal proceedings for which the Insurer has accepted the Claim

provided in either case that such salary or wages are not recoverable from the relevant court or tribunal.

In respect of all sections of cover (1, 2 and 3) the Insurer agrees only to indemnify the Insured provided that the Insured will suffer financial loss if the Insured fails to pursue or defend the Claim or legal proceedings.

### General Exclusions

The Insurer shall not be liable to indemnify the Insured hereunder in respect of any Claim arising out of or in connection with:

1. any dispute arising during the first 90 days of the first Period of Insurance, unless it can be evidenced that the Insured previously held comparable legal expenses cover with another insurer immediately prior to inception of this Policy;
2. the pursuing or defending of the payment or non-payment of any tax;
3. a dispute relating to rent, tax planning or building regulations or decisions or compulsory purchase orders or any actual, planned or proposed works by or under the order of any government or public or local authority;
4. any dispute arising from the negotiation, review or renewal of a Tenancy Agreement or the subsequent purchase of the Property whether or not such purchase is completed;
5. any actual or alleged harassment of a Tenant or the Insured;
6. any dispute where the Insured has failed to maintain in full force and effect during the Tenancy Agreement buildings' insurance covering the standard range of perils;
7. a dispute over subsidence or heave howsoever caused;
8. a contract dispute other than where the contract is a Tenancy Agreement;
9. any planning application review or decision;
10. the defence of the Insured in civil legal proceedings arising from:
  - a. injury or disease;
  - b. loss, destruction or damage of or to property (other than as specified in 'Sections of Cover');
  - c. the alleged breach of any Professional Duty; or
  - d. any tortious liability (other than as specified in 'Sections of Cover');
11. any Claim made, brought or commenced outside the Territorial Limits;
12. Legal Expenses incurred without the prior written consent of the Insurer;
13. any Claim relating to or arising from any cause, event or circumstance occurring prior to or existing at inception of this Policy and which has or which the Insured knew or ought reasonably to have known may give rise to a dispute by or against the Insured;
14. fines or other penalties imposed by a court or tribunal;
15. any Claim or legal proceedings in respect of which the Insured is, or but for the existence of this Policy would be, entitled to indemnity under any insurance policy whether a legal expenses insurance or not or under a legal aid certificate or representation order;
16. any Claim arising out of the deliberate, conscious, intentional or negligent disregard by the Insured of the need to take all reasonable steps to avoid and prevent Claims, legal proceedings or disputes;
17. any dispute with Government or Local Authority departments concerning the imposition of statutory charges;
18. disputes between the Insured and any parent or subsidiary company or partner;
19. any dispute between the Insured and the Insurer, the Appointed Representative or their insurance broker;
20. any Claim arising out of breach or alleged breach of confidentiality or passing off whether related to intellectual property or not or the use or alleged use of any intellectual property;
21. any Claim arising out of or in connection with defamation or alleged defamation of or by the Insured;
22. judicial review.
23. appeals arising out of legal proceedings in respect of which no Insurers' consent has been granted;
24. any Claim, Consequential Loss, legal liability or any loss or damage to property directly or indirectly caused by or contributed to by seepage, pollution or contamination of any kind;
25. any Legal Expenses which the Insured should or would have had to incur irrespective of any dispute;
26. any expense, Consequential Loss, legal liability or any loss or damage to property directly or indirectly caused by or contributed to by:
  - a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the

- combustion of nuclear fuel;
- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 27. any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following (including any action taken in controlling, preventing, suppressing or in any way relating to) regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
  - a. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
  - b. any act of terrorism.

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

## General Conditions

### 1. Arbitration

Any dispute between the Insured and the Insurer shall be referred to a single arbitrator who shall be either a solicitor or barrister agreed upon by both parties or failing agreement one who is nominated by the President of the appropriate Law Society or by the Bar Council or appropriate professional body within England & Wales. The apportionment of the costs of the arbitration shall be determined by the arbitrator.

### 2. Cancellation

This Policy may be cancelled at any time on the Insured's written instructions and the premium shall be adjusted on the basis of the Insurer receiving or retaining a pro rata time on risk premium plus 20% of the unexpired premium. Where 75% or more of the Period of Insurance has expired the Insurer shall receive or retain the full premium. This Policy may also be cancelled by the Insurer giving thirty days' notice in writing to the Insured or their insurance broker at either the Insured's or their insurance broker's last known address and the premium hereon shall be adjusted on the basis of the Insurer receiving or retaining pro rata time on risk premium. If the Insured is placed in liquidation, receivership or administration or adjudged bankrupt or if any application is made to the court or meeting convened for any such purpose, this Policy will lapse and the Insured will be entitled to a pro rata return of premium less 20% of the unexpired premium, provided always that no return of premium shall be allowed if the Insured has notified a Claim.

### 3. Cooling Off

If the Insured is an individual who is acting for purposes outside their trade, business or profession then the Insured may cancel this Policy with effect from inception. The Insured has a right to cancel within 14 days of insuring or within 14 days of receiving full policy documents by writing to the Coverholder requesting cancellation and returning the policy documents to the Coverholder. No charge will be made and any premium paid by the Insured will be refunded.

### 4. Alteration of Risk

The Insured must notify the Coverholder immediately in writing of any alteration in risk that materially affects this insurance.

### 5. Due Observance

The Insured must act with due diligence and at all times act and comply with all the terms, conditions and provisos under this Policy. The Insured must take all reasonable precautions to avoid and prevent Claims, legal proceedings and disputes.

### 6. Governing Law

The parties are free to choose the law applicable to this Policy. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.

### 7. Data Protection Act 1998

It is agreed by the Insured that any information provided to the Insurer regarding the Insured will be processed by the Insurer or the Coverholder in compliance with the provisions of the Data Protection Act 1998 for the purposes of providing insurance and handling Claims, if any, which may necessitate providing such information to third parties.

### 8. Acts of Parliament

All Acts of Parliament referred to in this Policy shall include any subsequent amendments, re-enactments or regulations and equivalent legislation enforceable within the Territorial Limits.

### 1. Notification of Claims

It is a condition precedent to the liability of the Insurer that the Coverholder be notified in writing during the Period of Insurance immediately once the Insured becomes aware of any cause, event or circumstance which has given or may give rise to a Claim. Where such notification has been given, the Insurer agrees to treat any subsequent Claim in respect of the cause, event or circumstance notified as though the Claim had been notified during the Period of Insurance. The Coverholder will forward to the Insured a claim form which must be completed and returned immediately.

#### CommercialPlus

Kircam House  
Whiffler Road  
NORWICH  
NR3 2AL

Tel: 0845 040 5833

Fax: 01603 420 010

### 2. Consent

It is a condition precedent to the liability of the Insurer that their consent to incur Legal Expenses must firstly be obtained in writing. This consent will be given by the Coverholder on behalf of the Insurer if the Insured can satisfy the Coverholder that:

- a) it is reasonable to incur Legal Expenses having regard to the proportionality between the remedy claimed and the Legal Expenses to be incurred; and
- b)
  - i. where the Insured is pursuing, that there are reasonable prospects of proving the other party's legal liability and of recovering the damages claimed or other legal remedy sought; or
  - ii. where the Insured is defending, that the other party does not have reasonable prospects of proving the Insured's legal liability ; or
  - iii. in respect of a criminal prosecution where the Insured pleads guilty that there is a reasonable prospect of a significant mitigation of the Insured's sentence or fine.

If during the course of a Claim the Insured ceases to satisfy the Coverholder in respect of a) or b) above, indemnity will be withdrawn in respect of Legal Expenses. The decision to grant consent or to withhold it will be taken on receipt of:

- a fully completed Claim Form;
- the information and documentation the Coverholder reasonably requests;
- a legal opinion from the Appointed Representative as to a) and b) above;
- any advice the Coverholder may deem it necessary to take;
- evidence of the Tenant Reference checks made immediately before the commencement of the Tenancy Agreement.

With the agreement of the Insured, the Coverholder may provide assistance in settling disputes, the costs of which will be covered under this Policy subject to the payment of the Excess or Increased Excess within the Limits of Indemnity. The Coverholder at its discretion may require the Insured to obtain an opinion from Counsel at the Insured's expense as to the merits of the subject matter of the Claim such opinion to have regard to the same issues that the Coverholder has in assessing the merits of any legal action. If based upon such opinion the Coverholder is satisfied in respect of a) and b) above the Legal Expenses in obtaining that opinion will be paid by the Insurer within the Limits of Indemnity. In granting its consent the Insurer undertakes to provide indemnity to the Insured subject to the terms and conditions of this Policy and its Schedule but such consent does not imply that all Legal Expenses will be paid. In particular Legal Expenses for matters that go beyond the immediate scope of the Claim shall be deemed by the Insurer to fall outside the indemnity provided by this Policy. The Coverholder reserves the right to limit its consent by time and or financial amount of Legal Expenses and or stage of proceedings to allow for a review of their continued consent.

If after consent has been granted it is shown that the Claim has not been brought within the terms and conditions of this Policy and its Schedule the Coverholder's consent will be withdrawn and no indemnity shall be provided. The Insurer shall be entitled to recover any Legal Expenses previously paid. If the Insured elects to proceed with the pursuit or defence of a dispute or legal proceedings to which the Coverholder's consent has been refused through lack of reasonable prospects as required in b) i. to iii. above and if the Insured is successful in such pursuit or defence, the Insurer will pay Legal Expenses incurred after such consent had been refused subject to the terms/conditions of this Policy.



### 3. Instruction and choice of Appointed Representative and Counsel

The Coverholder will choose an Appointed Representative to act on behalf of the Insured in any Claim under certain Sections as specified in the Schedule. Where recourse is necessary to a lawyer and proceedings are issued, the Insured is free to choose an Appointed Representative to act in the name of and on behalf of the Insured in any legal proceedings to which the Coverholder has consented subject to the Increased Excess. The name and address of the Appointed Representative the Insured proposes to instruct must be notified to the Coverholder in writing. The Coverholder will accept such nomination provided the Coverholder is satisfied the proposed Appointed Representative will co-operate and enable the Insured to comply with the terms and conditions of this Policy and the Coverholder's standard terms of engagement in force at the date the Claim is accepted by the Coverholder in regard to the particular legal proceedings. In all other Claims the Coverholder will choose the Appointed Representative subject to the Excess. A dispute arising from the Insured's choice may be referred to Arbitration in accordance with General Condition 1. The Insured must not, without the written consent of the Coverholder, enter into any agreement with the Appointed Representative as to the basis of calculation of Legal Expenses. The Coverholder may withdraw consent previously given at any time. In selecting the Appointed Representative the Insured shall have regard to its duty to minimise the cost of any Claim or legal proceedings.

In all cases the Appointed Representative shall be appointed in the name of and on behalf of the Insured.

If in the course of any Claim or legal proceedings the Appointed Representative wishes to instruct Counsel or an expert, Counsel's or the expert's name and an explanation of the necessity for such instruction must be submitted to the Coverholder for consent to the proposed instruction which will not be unreasonably withheld.

### 4. Disclosure

It is a condition precedent to the Insurer's liability that:

- a) the Insured must give the Appointed Representative and the Coverholder all necessary help and information including a complete and truthful account of the facts of the case and all relevant documentary or other evidence in the Insured's possession. The Insured must provide, obtain or execute all documents as necessary and attend meetings or conferences as requested;
- b) the Coverholder is entitled to receive from the Appointed Representative and Insured any information, document or advice in connection with any Claim and the subject matter of any Claim even if privileged. In addition the Insured must instruct the Appointed Representative to provide the Coverholder with regular updates on the progress of the subject matter of any Claim and inform the Coverholder immediately if and when any circumstance adversely impacts the factors taken into account in granting the Coverholder's consent. On request the Insured will give to the Appointed Representative any instructions necessary to secure the required access.

Indemnity may be withdrawn if the Insured fails to co-operate at all or within a reasonable time with the Coverholder's or the Appointed Representative's requests.

### 5. Payment of Legal Expenses

All bills for Legal Expenses which the Insured receives from the Appointed Representative should be forwarded to the Coverholder without delay. If the Coverholder so requires the Insured must ask the Appointed Representative to submit the bill of costs for assessment or certification by the appropriate Law Society, court or tribunal. The Insured is responsible for payment of all Legal Expenses. The Insurer may settle these direct if requested by the Insured to do so. The payment of some Legal Expenses does not imply that all Legal Expenses will be paid.

### 6. Offer of Settlement

It is a condition precedent to the liability of the Insurer that the Insured must inform the Coverholder in writing as soon as an offer to settle the subject matter of the Claim is received and/or the Insured proposes to make an offer of settlement. In any settlement, the Insured must have regard to Legal Expenses incurred or likely to be incurred and the recovery thereof.

No indemnity will be provided if the Insured enters into any agreement to settle without the prior written consent of the Coverholder (such consent not to be unreasonably withheld) and the Insurer shall be entitled to recover any Legal Expenses previously paid. If the Insured unreasonably rejects an offer of settlement which the Coverholder recommends acceptance of or makes an offer which the Coverholder does not agree no further indemnity shall be provided.

The Insurer may at its absolute discretion decide to pay the Insured the amount of damages that the Insured is claiming or is being claimed against the Insured instead of indemnifying the Insured for Legal Expenses. Where the Insurer exercises this discretion the Insurer will cease to be liable for any further Legal Expenses.

## 7. Recovery of Costs

Whenever the Insured is awarded costs or under the terms of any settlement where costs are included, those costs are to be repaid to the Insurer. The Insured and their Appointed Representative must make every effort to make a full recovery of costs. Where a settlement purports to be a global or a without costs settlement or where costs are awarded but not recovered, the Insured agrees that a fair and reasonable proportion of that settlement will be deemed costs and due to the Insurer. Where such a settlement is paid in instalments all costs to the Insurer shall be paid first.

## 8. Appeal Procedure

If, following legal proceedings to which the Coverholder has consented, the Insured wishes to appeal against the judgment or decision of a court or tribunal, the grounds for such appeal must be submitted to the Coverholder through the Appointed Representative immediately or as soon as practicable so that the Coverholder may consider whether to consent to such further action. If an appeal is lodged against a judgment or decision of a court or tribunal made in favour of the Insured following legal proceedings to which the Coverholder has consented, the Insured must notify the Coverholder immediately in order that cover shall continue. The Coverholder will inform the Appointed Representative of its decision. If the Coverholder requires, the Insured must co-operate in an appeal against the judgment or decision of a court or tribunal.

## 9. Duty to Minimise

The Insured must take all reasonable precautions to avoid and prevent Claims. The Insured must use every endeavour and take all reasonable measures to minimise the cost and effect of any Claim.

## 10. Fraudulent Claims

If the Insured makes any request for payment under this Policy knowing it to be fraudulent or false in any respect or ought reasonably in the circumstances to know it to be fraudulent or false or where there is collusion between any parties to the dispute, this Policy shall become void and any premiums paid shall be forfeited and the Insurer shall be entitled to recover any Legal Expenses previously paid.

## 11. Insolvency or Liquidation of the Insured

If the Insured becomes insolvent or is placed in liquidation, receivership, administration or bankruptcy or enters into a voluntary arrangement or deed of arrangement or if any application is made to the court or meeting convened for any such purpose, the Insurer has the right to immediately cease to provide indemnity for Legal Expenses notwithstanding any previous consent the Coverholder may have granted.

## 12. Value Added Tax

If the Insured is registered for VAT, the Insurer will not pay the VAT element of any Legal Expenses.

## Cancellation Right

We hope that you are happy with the cover this Policy provides. You have the right to cancel the Policy at any time by sending us notice in writing. If you send notice in writing within 14 days of receiving the Policy then we will return the premium in full. This is called the "cooling off period". If you cancel at any other time, any refund of the premium or a proportion of it will be at our discretion.

## Complaints Procedure

It is the intention to give you the best possible service but if you do have any questions or concerns about this insurance or the handling of a Claim you should in the first instance contact the Chief Executive Officer of Motorplus Limited at the following:

### CommercialPlus Claims

Kircam House  
Whiffler Road  
Norwich  
NR3 2AL

Tel: 0845 040 5833

Fax: 01603 420 010

Please ensure the Policy number is quoted in all correspondence to assist a quick and efficient response.

After this action if you are still not satisfied with the way a complaint has been dealt with, you may contact the Insurer directly at the following address:

### Head of Claims

UK Underwriting Limited  
2 Gibraltar House  
Bowcliffe Road  
Leeds  
LS10 1HB

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity as a Micro-Enterprise, or a charity with an annual income of less than £1million, or are a trustee of a trust with a net asset value of less than £1million. You may contact the Financial Ombudsman Service (FOS) at:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

Tel: 0845 080 1800

Fax: 0207 964 1001

Please note you have six months from the date of our final response in which to refer your complaint to the FOS. Referral to the FOS will not affect your right to take legal action against us.

## Compensation Scheme

Fortis Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the Claim. For claims against insurers, the first 90% of the claim is covered. For compulsory classes of insurance, insurance arranging is covered for 100% of the claim. You can get more information about compensation scheme arrangements from the FSCS.

## Communications

All notices and communications from the Insurer or the Coverholder to the Insured shall be deemed to have been duly sent if sent to the Insured's address as last declared to the Coverholder or, in relation to any matters arising out of any Claim or Legal Proceedings, if sent to the Appointed Representative.

All notices and communications from the Insured or the Appointed Representative to the Insurer shall be deemed to have been duly sent if sent to the Coverholder at the address below:

CommercialPlus  
Kircam House  
Whiffler Road  
NORWICH  
NR3 2AL

Tel: 0845 040 5833

Fax: 01603 420 010



# Residential Landlord Insurance

## Policy Wording

COMMERCIALPLUS  
KIRCAM HOUSE  
5 WHIFFLER ROAD  
NORWICH  
NR3 2AL

TEL: 0845 040 5833

FAX: 01603 420010

EMAIL: [claims@ulr.co.uk](mailto:claims@ulr.co.uk)

WEBSITE: [www.ulr.co.uk/commercialplus](http://www.ulr.co.uk/commercialplus)

CommercialPlus & ULR are trading names of MotorPlus Limited

MotorPlus Limited is authorised and regulated by the  
Financial Services Authority

Regulated by the Ministry of Justice in respect of regulated claims management  
activities

CPRL001 ISSUE:021001a



INVESTOR IN PEOPLE

