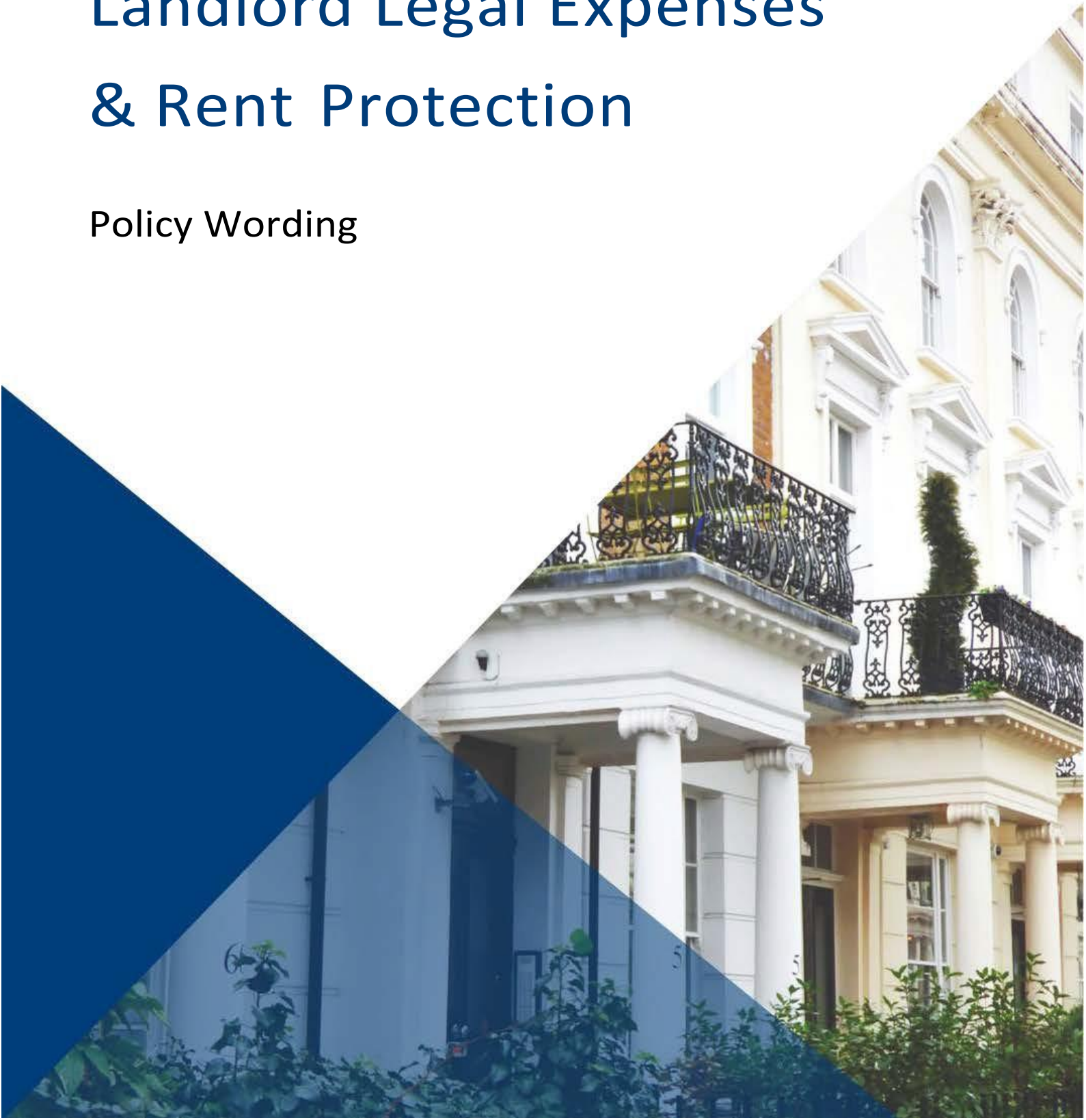




Landlord Legal Expenses & Rent Protection

Policy Wording



Welcome

Assistance Helpline Services

You can contact one of **our** helplines to obtain legal advice and guidance. **We** will not accept responsibility if any of the helpline services fail for reasons beyond **our** control.

Landlord Legal Advice Helpline – 03003035899

Our legal advice line operates 24 hour a day 7 days a week all year round for general legal advice. Use of the legal advice line does not constitute acceptance of a **claim**.

Tax Advice Helpline – 03003035885

Our landlord tax advice line operates 5 days a week Monday to Friday 9am till 5pm. This helpline is only available for property owners.

Making a Claim

If **you** wish to make a **claim**, it's important to let **us** know as soon as possible and during the **period of insurance**. **You** can obtain and submit a **claim** form to **us** by using one of the contact methods below.

Online: Visit www.alanboswell.com/claims/rgi-claim to submit **your claim** online.

Post: Alan Boswell Insurance Brokers, Prospect House, Rouen Road, Norwich, Norfolk, NR1 1RE

Call us: 03003035885 Mon to Fri 9am to 5pm

Terms of Cover

This policy is written on a '**Claims** occurring' basis, it is important to let **us** know about any potential **claims** within 90 days. Any **claims** notified after 60 days will have one month's rent payment deducted from any **claim**.

Please see the Policy Conditions section of this document, which sets out how **we** will assess **your claim**, **your** obligations to **us** under the policy and how **we** will handle **your claim**.

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Important Policy Information

Who does it cover?

This policy covers the individual, company, partnership, management agent, association, letting agent providing a full management service for the property, or any other entity which owns or is responsible for the **property** shown on the **policy schedule**.

Please note no cover will be provided under section 2d Tax Protection when the policyholder is acting as a letting agent or management agent or is a limited company.

Key Requirements

- All **claims** must be reported no later than 90 days after the **date of event**
- Contact must be made with the **tenant** and any **guarantor** within seven days if any **rent** is overdue to establish the reason for the arrears;
- Where appropriate all statutory and contractual notices must have been served upon the **tenant**;
- The **property** must only be used for residential purposes;
- A satisfactory **tenant reference** must have been carried out on each **tenant** and/or **guarantor** before the start of the **tenancy agreement** for the rent protection cover (if selected)
- A **tenancy agreement** must be in place for the duration of this policy;
- The **tenant** must be aged 18 years or over.
- At renewal **you** must ensure the **tenant(s)** and **guarantor** if applicable continue to meet the policy requirements.

Your Responsibility

The Contract of Insurance

The contract of insurance between **You** and **Us** consists of the following elements, which must be read together:

- **Your** policy wording;
- The information contained on the Statement of Fact document issued by **Us**;
- the **policy schedule**;
- any notice issued by **Us** at renewal;
- any endorsement to **Your** policy; and
- the information under the heading "Important Information" which **We** give **You** when **You** take out or renew **Your** policy.

In return for **You** having paid or agreed to pay the premium, **We** will provide the cover set out in this policy, to the extent of and subject to the terms and conditions contained in or endorsed on this policy.

Important

This policy is a legal contract. **You** must tell **Us** about any material circumstances which affect **Your** insurance and which have occurred either since the policy started or since the last

renewal date.

A circumstance is material if it would influence **Our** judgement in determining whether to provide the cover and, if so, on what terms. If **You** are not sure whether a circumstance is material ask **Your** insurance adviser. If **You** fail to tell **Us** it could affect the extent of cover provided under the policy.

You should keep a written record (including copies of letters) of any information **You** give **Us** or **Your** insurance adviser when **You** renew this policy.

Breach of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in **Us** automatically being discharged from any liability, then such a breach shall result in any liability **We** might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that **We** will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

then **We** agree that **We** may not rely on the non-compliance to exclude, limit or discharge **Our** liability under this policy if **You** show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred

Legal Advice Helpline

Available 24 hours a day throughout the year to provide **you** with confidential telephone advice about any personal legal problem in the United Kingdom, Isle of Man or Channel Islands. A scheduled call back to **you** may be required during normal working hours subject to the complexity of the matter and/or the country in which **you** are resident.

To contact the helpline, phone: 03003035899 quoting the reference 'Alan Boswell'.

How to make a Claim

In the event of a **claim**, please contact **us** within 90 days from the **date of event**, giving **us** as much information as **you** can about what has happened to bring about the **claim**.

Online: Visit www.alanboswell.com/claims/rgi-claim submit **your claim** online.

Post: Alan Boswell Insurance Brokers, Prospect House, Rouen Road, Norwich, Norfolk, NR1 1RE

Call us: 03003035885

Our claims line is open Monday to Friday 9am till 5pm

In order for **us** to help **you** more efficiently, please quote 'Landlord Legal' in all communications. **We** will only be able to

review **your claim** once **we** are in receipt of the full documentation and information. In order to progress **your claim**, **we** will require documentation to prove **your** landlord requirements have been met and enable eviction of **your tenant**. This may include, but is not limited to:

- A copy of the **tenancy agreement**;
- A copy of the **tenant reference(s)**;
- An up to date **rent** schedule;
- A copy of the **guarantor** referencing and agreements (where applicable);
- Copies of any notices and correspondence which has been exchanged between **you** and the **tenant** (and **guarantor** where applicable), for example, but not limited to, eviction notices, requests for payment of **rent**, etc;
- Confirmation that any **deposit** taken has been properly protected in accordance with the relevant legislation or a **deposit** replacement scheme has been utilised;
- Copies of bank statements showing rental payments received from the **tenant**;
- Copies of the Gas Safety Certificate and confirmation this was provided to the **tenant** at the start of the tenancy (where applicable);
- Copies of the Energy Performance Certificate and confirmation this was provided to the **tenant** at the start of the tenancy;
- Evidence that the How to Rent Guide has been issued to the **tenant** prior to the **tenancy agreement** (where applicable).
- Additional documentation that may include but is not limited to a copy of the check-in and check-out inventories of contents and condition of the **property**

Important

Please do not appoint **your** own **appointed representative**, **we** will not be liable for any costs incurred.

Administrator

This insurance is administered by Alan Boswell Insurance Brokers Ltd.

Alan Boswell Insurance Brokers Ltd is authorised by the Financial Conduct Authority Firm Reference Number 02591252

Insurer

This insurance is underwritten by Aviva Insurance Limited. Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number (FRN) 202153

Privacy Statement

Aviva - Data Protection - Privacy Notice

Aviva Insurance Limited is the main company responsible for **your** Personal Information (known as the controller).

We collect and use Personal Information about **you** in relation to **our** products and services. Personal Information means any information relating to **you** or another living individual who is identifiable by us. The type of Personal Information **we** collect and use will depend on **our** relationship with **you** and may include more general information (e.g. **your** name, date of birth, contact details) or more sensitive information (e.g. details of **your** health or criminal convictions).

Some of the Personal Information **we** use may be provided to **us** by a third party. This may include information already held about **you** within the Aviva group, information **we** obtain from publicly available records, third parties and from industry databases, including fraud prevention agencies and databases.

This notice explains the most important aspects of how **we** use **your** Personal Information, but **you** can get more information by viewing **our** full privacy policy at [aviva.co.uk/privacypolicy](https://www.aviva.co.uk/privacypolicy) or requesting a copy by writing to **us** at: The Data Protection Team, Aviva, PO Box 7684, Pitheavlis, Perth PH2 1JR. If **you** are providing Personal Information about another person **you** should show them this notice.

We use **your** Personal Information for a number of purposes including providing our products and services and for fraud prevention.

We also use profiling and other data analysis to understand **our** customers better, e.g. what kind of content or products would be of most interest, and to predict the likelihood of certain events arising, e.g. to assess insurance risk or the likelihood of fraud.

We may carry out automated decision making to decide on what terms **we** can provide products and services, deal with **claims** and carry out fraud checks. More information about this, including **your** right to request that certain automated decisions **we** make have human involvement, can be found in the “Automated Decision Making” section of **our** full privacy policy.

We may process information from a credit reference agency, including a quotation search where **you** are offered an Aviva credit payment facility. More information about this can be found in the “Credit Reference Agencies” section of **our** full privacy policy.

We may use Personal Information **we** hold about **you** across the Aviva group for marketing purposes, including sending marketing communications in accordance with **your** preferences. If **you** wish to amend **your** marketing preferences please contact **us** at: contactus@aviva.com or by writing to **us** at: Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD. More information about this can be found in the “Marketing” section of **our** full privacy policy.

Your Personal Information may be shared with other Aviva group companies and third parties (including **our** suppliers such as those who provide **claims** services and regulatory and law enforcement bodies). **We** may transfer **your** Personal Information to countries outside of the UK but will always ensure appropriate safeguards are in place when

doing so.

You have certain data rights in relation to **your** Personal Information, including a right to access Personal Information, a right to correct inaccurate Personal Information and a right to erase or suspend **our** use of **your** Personal Information. These rights may also include a right to transfer **your** Personal Information to another organisation, a right to object to **our** use of **your** Personal Information, a right to withdraw consent and a right to complain to the data protection regulator. These rights may only apply in certain circumstances and are subject to certain exemptions. **You** can find out more about these rights in the “Data Rights” section of **our** full privacy policy or by contacting us at dataprt@aviva.com

Fraud prevention and detection

In order to prevent and detect fraud **We** may at any time:

- Share information about **You** with other organisations and public bodies including the Police;
- Undertake credit searches and additional fraud searches;
- Check and/or file **Your** details with fraud prevention agencies and databases, and if **You** give **Us** false or inaccurate information and **We** suspect fraud, **We** will record this to prevent fraud and money laundering.

We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for **you** and members of your household
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage **Your** accounts or insurance policies;
- Check Your identity to prevent money laundering, unless **You** provide **Us** with other satisfactory proof of identity;
- Check details of job applicants and employees.

You should show these notices to anyone who has an interest in the insurance under the policy.

Alan Boswell Insurance Brokers Privacy Notice

Alan Boswell Insurance Brokers Ltd (ABIB) needs to collect and store personal data about its clients and insurance claims, to allow it to maintain its core operations and meet its customers’ requirements effectively. The provision of this personal data is necessary for ABIB to administer **your** insurance policy and meet **our** contractual requirements under the policy.

It is important to ABIB that **you** are clear on what information

we collect and why **we** collect it. **You** can withdraw **your** consent at any point by notifying ABIB, however if **you** have an on-going claim this may affect continued cover under **your** policy. Should **your** data need updating, this can also be done at any point by contacting ABIB.

To view **our** full privacy notice, **you** can go to www.alanboswell.com/privacy

Complaints Procedure

What to do if you are unhappy

If **you** have a complaint about this insurance please contact **your** insurance adviser. Contact details can be found on **your** insurance documents.

What will happen if Aviva is handling your complaint if your complaint is not resolved quickly:

- **Your** complaint will be acknowledged promptly.
- A dedicated complaint expert will be assigned to review **your** complaint.
- A thorough and impartial investigation will be carried out.
- **You** will be kept updated of the progress.
- Everything will be done to resolve things as quickly as possible.
- A written response will be sent to **you** within eight weeks of receiving **your** complaint, this will inform **you** of the results of the investigation or explain why this isn’t possible.

Where **your** concerns are unable to be resolved or have not been resolved within eight weeks, **you** may be able to ask the Financial Ombudsman Service (FOS) to carry out an independent review. Whilst firms are bound by their decision **you** are not. Contacting them will not affect **your** legal rights.

You can contact the FOS by telephone on 0800 023 4567. Or visit their website at www.financial-ombudsman.org.uk, where **you** will find further information.

Financial Services Compensation Scheme

Depending on the circumstances of **your claim you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if **we** cannot meet **our** obligations. See fscs.org.uk

Definitions

The words and phrases listed below will have the same meanings wherever they appear in this policy. These words and phrases can be identified in bold throughout the policy.

Any One Claim

All **claims** or **civil proceedings** consequent upon the same original cause, event or circumstance.

Appointed Representative

The **panel solicitor**, solicitor's firm, barrister, independent mediator or other suitably qualified person appointed by **us** to act on **your** behalf.

Benefit(s)

Any housing benefits claimed by the **tenant(s)**, such as housing benefit or universal credit.

Broker

The company or third party who arranged this policy on **your** behalf.

Claim(s)

A **claim** under this policy following a breach of the **tenancy agreement** by the **tenant** or any other event that leads to a **claim** covered under this policy.

Civil Proceedings

Civil court, civil tribunal or civil arbitration proceedings, which are subject to the jurisdiction of the courts of the United Kingdom, the Isle of Man or the Channel Islands.

Date of Event

The date of the first breach of the **tenancy agreement** by the **tenant** or any other event which leads to a **claim** covered under this policy. Where there is more than one such event, the date of the first of these.

Deposit

The sum of money collected from the **tenant** and held by **you** or **your** agent in accordance with Section 213 of the Housing Act 2004 in respect of a **tenancy agreement** to which it applies to provide an indemnity for losses incurred by **you** arising from the **tenant** failing to perform their obligations set out in the **tenancy agreement**.

Dilapidations

Any repairs required or damage to the **property**, over and above general wear and tear, for which the **tenant** is liable in accordance with the **tenancy agreement**.

Fees

Any disbursement costs incurred by an **appointed representative** on **your** behalf in respect of services supplied by a third party. Disbursements may include, for example, barristers' fees (provided that the barrister is not acting under a conditional fee agreement or equivalent arrangement) or expert report fees.

Guarantor

The individual or organisation that has provided a signed document of financial guarantee of the **tenant's** performance of their obligations under the **tenancy agreement**. Professional **guarantor** companies are not acceptable. A **guarantor** must meet each of the following criteria.

- 1) Affordability
 - a. Evidence showing monthly employment gross income is at least 3 x the monthly **rent** or;
 - b. Evidence showing retirement monthly income is at least 3 x the monthly **rent** or;
 - c. Evidence of immediate access to savings of at least 6 x the monthly **rent** for the 6 months prior to the start of the policy or;
 - d. If self-employed either sight of the previous three months' banks statements; or confirmation from an accountant of the guarantor's gross monthly income; or previous year's tax return showing 3 x monthly rent.
- 2) Identification
 - a. Two forms of identification of which one is photographic.
- 3) Credit check
 - a. Confirmed credit check from a licensed credit company showing no outstanding or satisfied CCJs in the previous 3 years and no undischarged bankruptcies

Or

Written confirmation from **us** that the guarantor is acceptable.

HMRC Investigation(s)

The investigation into **your** tax affairs by HM Revenue & Customs (HMRC) following a request by an officer of HMRC to examine **your** tax affairs relating to the letting of the **property** and the issue of a formal notice under S9A or 12AC of the Taxes Management Act 1970 or under Paragraph 24 (1) Schedule 18 of the Finance Act 1988.

Insurer

Aviva Insurance Limited.

Inventory

A detailed record of the **property's** fixtures, fittings and contents and their respective condition.

Legal Costs

- a) Any professional legal fees, **mediation service fees** and expenses that **you** are bound to pay and which have been reasonably incurred by the **appointed representative**;
- b) Any costs incurred by other parties that **you** become liable for in court, tribunal proceedings or under a settlement made with another party with the consent of the **insurer** but excluding any costs which **you** may be ordered to pay by a court of criminal jurisdiction or in adjudication proceedings other than the cost of the adjudicator.

Limit(s) of Indemnity

The maximum amount payable under this policy, as specified below:

Section 1a – Rent Protection: The monthly rent shown in the **tenancy agreement** up to a maximum amount value of £2,500 per month for a maximum of 15 months.

Once vacant possession is gained **we** will pay 75% of the monthly **rent** for a maximum of three months or until the property is re-let; whichever occurs first.

Section 1b – Eviction: Legal costs and fees up to £100,000 per **claim**.

Section 1c – Rent recovery: Legal costs and fees up to £100,000 per **claim**.

Section 2 – Property Owners Legal Expenses:

- **Any one claim:** £100,000
- The total of all **claims** within the **period of insurance:** £100,000

Section 3 – Attendance Expenses: Maximum of £100 per day and a maximum of £1,000 for **any one claim**.

Mediation Service

The independent mediation service provided by and paid for by **us** and/or any government mediation scheme.

Panel Solicitor

A solicitor recommended by **us** to **you** in the event of a **claim**, to act on **your** behalf and provide assistance.

Part 36 Offer

Any offer made to settle a **claim**, whether blame is accepted or not, made by either party to the **claim**. To be accepted, the offer must:

- Be in writing;
- Call itself a Part 36 Offer;
- Be open for at least 21 days, when the offeror will pay the opponent's costs, if accepted;
- Specify if the offer covers the whole **claim**, part of it, or an issue that arises in it and, if so, which;
- Advise whether any counterclaim is factored in.

Period of Insurance

The period for which the **insurer** has agreed to provide this insurance, unless otherwise agreed by **us** this will

be 12 calendar months from the inception date of this policy.

Policy Schedule

The schedule provided in connection with this policy which outlines the cover provided including reference to the **property**.

Property

Buildings owned by **you** or that **you** are responsible for, and land immediately surrounding them which are used solely for domestic residential purposes within the **territorial limits**, detailed in the **tenancy agreement** and which are declared on the **policy schedule**.

Reasonable Prospects of Success

A greater than 50% chance that **you** will recover losses or damages (or obtain any other legal remedy that **we** have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of any appeal in **your** pursuit of **civil proceedings**.

Rent

The amount payable by the **tenant** to **you** as set out in the **tenancy agreement**.

Tenancy Agreement

An agreement to use the **property** which amounts to a **property** right between **you** and the **tenant** in relation to the **property** which is:

- a) An Assured Shorthold Tenancy agreement as defined within the Housing Act 1998 (as amended); or
- b) A Company Residential tenancy (company let) created after 28th February 1997 where the **tenant** is a Private Limited Company (Ltd) or Public Limited Company (Plc) and the **property** is let purely for residential purposes to an employee of the **tenant**; or
- c) A written common law residential **tenancy agreement** created after 28th February 1997 between individuals where the **rent** is in excess of £100,000 per annum;
- d) For tenancies in Scotland, a Short Assured Tenancy or Assured Tenancy as defined in the Housing (Scotland) Act 1988 or a Private Residential tenancy agreement created after the 1st December 2017 as defined within the Private Housing (Tenancies) (Scotland) Act 2016.

Tenant

The individual who has entered into a **tenancy agreement** with **you**, who is the subject of the **tenant reference** and who occupies the **property**.

Where the **tenant** is a company the property can only be occupied by their employees for domestic purposes only.

Tenant Reference

Checks carried out on the **tenant** before the commencement of the **tenancy agreement** or this policy. As a minimum requirement, a **tenant reference** check must include:

- 1) Affordability
 - a. Evidence showing monthly employment gross income is at least 2.5 x the monthly **rent** or;
 - b. Evidence showing retirement monthly income is at least 2.5 x the monthly **rent** or;
 - c. Evidence of immediate access to savings of at least 6 x the monthly rent for the 6 months prior to the start of the policy or;
 - d. If self-employed either sight of the previous three months' banks statements; or confirmation from an accountant of the **tenant's** gross monthly income; or previous year's tax return showing 3 x the monthly rent.
- 2) Identification
 - a. Evidence the **tenant** has passed the right to rent check; or
 - b. Two forms of identification of which one is photographic.
- 3) Credit check
 - a. Confirmed credit check from a licensed credit company showing no outstanding or satisfied CCJs in the previous 3 years and no discharged bankruptcies.

Or

Written confirmation from **us** that the **tenant** is acceptable.

Where the **tenant** has failed to meet the requirements of the **tenant reference** a **guarantor** must be sought who must meet the **guarantor** requirements.

In the event the **tenancy agreement** has been in place for greater than 12 months at the inception date of this policy the above checks will not be required provided there have been no breaches of the **tenancy agreement** and no late payments (more than 31 days late) in the last 12 months and **you** are not aware of any changes in the **tenant's** financial circumstances. In the event of a **claim we** will require the **rent** schedule and proof of payments for the last 12 months showing confirmation that payments for **rent** have been received in accordance with the **tenancy agreement**.

In the event that the **tenant** has been late (more than 31 days late) in making any **rent** payments in accordance with the **tenancy agreement**, or has otherwise breached their **tenancy agreement**, within the preceding 12 months, or **you** are aware of changes in the **tenant's** financial circumstances before the inception or renewal date of this policy **you** must undertake a new **tenant reference** check on the **tenant**.

Territorial Limits

The United Kingdom, Channel Islands and the Isle of Man.

You/Your

The individual, company, firm, partnership, management agent, letting agent providing a full management service for the **property**, association, or any other entity which owns or is responsible for the **property** shown on the **polycyschedule**, which may include at **your** request, any of **your** employees including a director or partner.

We/Our/Us

Alan Boswell Insurance Brokers Ltd and/or Aviva Insurance Limited (as the case may be).

Cover

Section 1a - Rent Protection and Dilapidations

What is Covered?

The **insurer** will cover **rent** arrears due from the **tenant** under the **tenancy agreement** which **you** have notified to **us** within 90 days of the **date of event** and where **you** are pursuing a **claim** that has been accepted under Section 1b of this policy, subject to the following conditions:

Rent Protection

- a) **Rent** must be not less than two complete months in arrears
- b) **Claims** must be notified a maximum of 90 days after the **date of event**. **Claims** notified after 60 days of the **date of event** will result in an amount equivalent to one month's complete **rent** being deducted from any **claims** payment.
- c) After the initial payment any further **rent** protection payments will be made one month in arrears from the day the payment is due in accordance with the **tenancy agreement**, once confirmation is received that the **tenant(s)** has not vacated the **property** and no **rent** payment has been received;
- d) Where vacant possession is secured between unpaid **rent** payments due in accordance with the **tenancy agreement**, **rent** protection will be calculated on a pro-rata basis;
- e) The **claim** payment amount will take into account any rental payment made to **you** from other sources such as **benefits**.
- f) **You** do not financially profit from any **claim**.
- g) A satisfactory **tenant reference** or **guarantor** reference must have been obtained in respect of all **tenants** and/or **guarantors**.

Dilapidations

- a) **You** or **your** representative must inspect the **property** before the commencement of the **tenancy agreement** and provide an **inventory** to the **tenant**. The **inventory** must be signed by the **tenant** within 7 days of the commencement of the **tenancy agreement**.
- b) **You** or **your** representative must inspect the **property** after vacant possession has been obtained and provide a check in and check-out report in the event of any **claim** for **dilapidations**.

What is Excluded?

- a) The **insurer** will not pay **claims** under this section until the **rent** has been in arrears for the equivalent of two full monthly payments.
- b) The **insurer** will not pay any **rent** payments due

under the policy where **you** fail to correctly issue and serve on the **tenant** the appropriate statutory and contractual notices within the required legal timeframe.

- c) **Rent** protection cover ceases once vacant possession has been gained.
- d) The amount equivalent to any **deposit** held will be deducted from the last **rent** protection payment unless the **deposit** is subsequently required to meet the cost of any **dilapidations**.
- e) In the event that **you** have received any overpayments of **rent** **we** reserve the right to recover these costs from **you**.
- f) **Claims** occurring outside the **territorial limits**.
- g) **Claims** not reported within 90 days of the **date of event**. **Claims** notified within 60 to 90 days of the **date of event** will result in an amount the equivalent of one month's complete **rent** being deducted from the arrears.
- h) **Dilapidations** does not provide cover for general wear and tear and cleaning.

Section 1b - Eviction

What is Covered?

The **insurer** will provide cover in respect of **legal costs** and **fees** incurred to evict a **tenant** from the **property** for any breach of **tenancy agreement** by the **tenant** within the **territorial limits** subject to:

- a) Contact being made with the **tenant** and any **guarantor** within seven days if any **rent** is overdue to establish the reason for the arrears;
- b) If the **tenant** or **guarantor** cannot be contacted, and it is lawful to do so, **you** must then serve notice of a requirement to undertake an inspection in accordance with **your** obligations within the **tenancy agreement** and visit the **property**. If **you** are unsure that such an inspection is lawful, **you** should seek legal advice;
- c) Where required by **us** or the law, **you** must attempt in good faith to settle the **claim** using the **mediation service**.

We will assist **you** by issuing the appropriate statutory and contractual notices on the **tenant(s)** on **your** behalf. If **you** choose to issue these notices yourself, without assistance from **us**, **we** will not cover any additional loss of **rent** or any associated costs as a result of **your** failure in issuing the notices correctly.

What is Excluded?

- a) The **insurer** will not pay any **claims** where the appropriate statutory and contractual notices have not been correctly served on the **tenant** by **you**.
- b) **Claims** not reported within 90 days of the **date of event**.
- c) **Claims** occurring outside the **territorial limits**.

Section 1c – Rent Recovery

What is Covered?

The **insurer** will indemnify **you** in respect of **legal costs** incurred in the recovery of an undisputed debt for **rent** where the dispute and **civil proceedings** or **rent** arrears occur within the **territorial limits** and the **claim** is notified to **us** within 90 days of the **date of event**. Subject to:

- a) All **rent** debt recovery cases must be notified to the **insurer** within 90 days of the due date of the unpaid **rent** payment;
- b) The amount in dispute must exceed a minimum of £1,000 for the **claim** to be activated after the **claim** has been reported;
- c) All reasonable measures to recover the **rent** must have been exhausted;
- d) The **insurer** selecting the most appropriate means of recovery.

What is Excluded?

The **insurer** will not pay **claims** arising from or associated with:

- a) More than two separate **rent** debt recoveries for any one **tenant** in any one **period of insurance**;
- b) **Claims** reported to **us** after 90 days of the due date of the unpaid **rent** payment;
- c) **Claims** where the total amount of unpaid **rent** is less than £1,000;
- d) **Claims** occurring outside the **territorial limits**;

Section 2a - Property Legal Disputes

What is Covered?

The **insurer** will indemnify **you** against **legal costs** and **fees** incurred in any dispute or **civil proceedings** occurring within the **territorial limits** made by or brought against **you**:

- a) In respect of the physical possession of the **property** provided that where appropriate all statutory and contractual notices have been correctly served on the **tenant**. Please refer to general condition 2 - **property** legal disputes & **rent** protection **claims** for details of which notices may be applicable.
- b) In respect of the terms of the **tenancy agreement** relating to the use or maintenance of the **property**.
- c) In respect of actual or alleged negligence or nuisance originating from the **property**.
- d) In respect of non-payment of service charges due from a **tenant** provided the amount in dispute being more than £1,000 and any **legal costs** and **fees** being limited to 75% of the amount in dispute.
- e) In respect of actual or alleged **dilapidations** to the **property** subject to the amount in dispute being more than £1,000 and any **legal costs** and **fees** being limited to 75% of the

amount in dispute.

- f) Under the Commonhold and Leasehold Reform Act 2002 or as amended; provided that **you** will suffer financial loss if **you** fail to pursue or defend the **claim** or **civil proceedings**.

What is Excluded?

The **insurer** will not pay **claims** arising from or associated with:

- a) The pursuit or defence of **claims** relating to the payment or non-payment of any tax and/or mesne profits or any review of **rent** or service charge.
- b) Any 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.
- c) 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.
- d) Any actual or alleged harassment of **you** or a **tenant**.
- e) A dispute over subsidence, heave or landslip howsoever caused.
- f) A contract dispute other than where the contract is a **tenancy agreement**.
- g) Any planning application, review or decision.
- h) **Claims** occurring outside the **territorial limits**.
- i) **Claims** not reported within 90 days of the **date of event**.

Section 2b - Repair & Renovation Disputes

What is Covered?

The **insurer** will indemnify **you** against **legal costs** and **fees** incurred in the pursuit or defence of any dispute or **civil proceedings** made by or brought against **you** in a contractual dispute with a third party over the repair or renovation of the **property**. Subject to the following conditions:

- a) The **legal costs** and **fees** incurred in any **claim** or **civil proceedings** shall be limited to 75% of the sum in dispute;
- b) The amount in dispute exceeds £1,000 and the contract value is less than £100,000; and
- c) The work has commenced within the **period of insurance**.

What is Excluded?

The **insurer** will not pay **claims** arising from or associated with:

- a) Contracts in relation to credit, insurance, securities or guarantees.
- b) Contracts where **your** liability or right of recovery is incurred through **your** agent or by assignment.
- c) Contracts governed by or alleged to be governed by the Consumer Credit Act 1974.
- d) Contracts of employment.
- e) A **tenancy agreement** or contracts for use of the **property**.
- f) **Claims** not reported within 90 days of the **date of**

- event.
- g) **Claims** occurring outside the **territorial limits**.

Section 2c - Health & Safety Prosecutions

What is Covered?

The **insurer** will indemnify **you** against **legal costs** and **fees** incurred within the **territorial limits** in:

- a) Defending a prosecution against **you** relating to the **property**, brought under the Health and Safety at Work Act 1974 in a court of criminal jurisdiction.
- b) An appeal by **you** against the service of an Improvement or Prohibition Notice under the Health and Safety at Work Act 1974 provided that the breach or alleged breach of the Health and Safety at Work Act or the Improvement or Prohibition Notice relates to the **property**.

What is Excluded?

The **insurer** will not pay **claims** arising from or associated with:

- a) Any prosecution relating to or arising from any HMRC investigation.
- b) Any prosecution for offences against the person or offences of a sexual nature.
- c) Any prosecution for criminal damage.
- d) Any prosecution alleging dishonesty.
- e) Any **fees** or costs imposed by the Health and Safety Executive or any of its agents, for ongoing monitoring or assessment of **you** or the **property**.
- f) **Claims** not reported within 90 days of the **date of event**.
- g) **Claims** occurring outside the **territorial limits**.

Section 2d - Tax Protection

What is Covered?

The **insurer** will indemnify **you** against professional expenses incurred because of a HM Revenue & Customs Investigation provided that:

- a) **You** must maintain proper, complete truthful and up to date records, including making all returns at the time due without having to pay any penalty; and
- b) **You** must provide all information reasonably required by HM Revenue and Customs within the statutory time limits

What is Excluded?

The **insurer** will not pay **claims** arising from or associated with:

- a) Any **claims** where **you** are acting as a letting agent, management agent or a limited company.
- b) Any alleged tax avoidance scheme undertaken by **you**.
- c) **Claims** occurring when the Special Compliance Office is investigating **your** tax affairs.
- d) The normal reconciliation of annual accounts and

VAT returns.

- e) **Claims** where deliberate misstatements or omissions have been made to the authorities.
- f) Any issue of law, practice or procedure not directly connected with a **claim** under this section.
- g) Any criminal prosecution.
- h) **Claims** where **your** tax affairs are being investigated solely because of an earlier investigation.
- i) Any **HMRC investigation(s)** arising within the first 30 days of the first **period of insurance** unless it can be evidenced that **you** previously held comparable legal expenses cover with another **insurer** immediately prior to the inception date of this policy.
- j) Taxes, fines, interest or any other duties or penalties imposed upon **you** by any HMRC authority or court or tribunal.
- k) **Claims** not reported within 90 days of the **date of event**.
- l) **Claims** occurring outside the **territorial limits**.

Section 3 - Attendance Expenses

What is Covered?

The **insurer** will pay net salary or wages, less any amount payable by the court, for **you** or any of **your** directors, partners or employees or of **your** letting managing agent, for the time off work to attend any court or tribunal hearing within the **territorial limits** as a:

1. Witness for **you** at the request of the **appointed representative**; or
2. Defendant in **civil proceedings** for which the **insurer** has accepted the **claim**.

We will calculate the amount payable based on the duration of any valid absence from work, based on an eight hour day and calculated to the nearest half day. One day's pay will be calculated as 1/250th of the employee's total annual pay. Where an employee works part-time, the amount payable will be reduced on a pro-rata basis.

What is Excluded?

- a) Any amount exceeding £100 per person per day subject to a maximum of £1,000 for **any one claim**.
- b) **Claims** not reported within 90 days of the **date of event**.
- c) **Claims** occurring outside the **territorial limits**.
- d) Where the costs can be recovered from the relevant court or **your** employer.

General Conditions

The following conditions apply to all sections of this policy. **You** must comply with them where applicable for **your** insurance to remain in full force and effect.

1. Tenancy Agreement

- a) The initial **tenancy agreement** must be for a fixed period of at least 6 months, except in Scotland where the scope of the **tenancy agreement** falls under the Private Housing (Tenancies) (Scotland) Act 2016;
- b) The **property** must be entirely residential and remain solely for residential use;
- c) The **tenant** must be aged 18 years or over;
- d) **You** must not allow the **tenant** into possession of the **property** until;
 - i. The **tenancy agreement** has been signed by all parties; and
 - ii. A satisfactory **tenant reference** and/or a satisfactory **guarantor** reference and signed **guarantor** agreement (where applicable) has been obtained before the start of the **tenancy agreement**; and
 - iii. All necessary statutory pre-grant notices to the **tenant** have been issued; and
 - iv. The first month's **rent** has been received in cash or cleared funds; and
- e) During the **tenancy agreement you** must:
 - i. Keep full and up to date rental records; and
 - ii. Not allow the **tenancy agreement** to be transferred to any other individual or organisation.

2. Issue of statutory and contractual notices on the tenant

We will assist **you** by issuing the appropriate statutory and contractual notices on the **tenant**, on **your** behalf. If **you** choose to issue these notices yourself, without assistance from **us**, **we** will not cover any additional loss of **rent** or any associated costs as a result of **your** failure in issuing the notices correctly.

Where **you** choose to issue and serve the appropriate statutory and contractual notices these must be completed within 14 days from the date **you** can legally serve the relevant notice on the **tenant** in accordance with the law of the country that the **property** is located in.

In England and Wales the following notices may be applicable:

- 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 **claims** helpline on 03003035885

3. Claims

- a) **You** must give notice to **us** within 90 days of the **date of event**;

- b) In the event of malicious damage by the **tenant**, **you** must give notice to the police as soon as possible after **you** have become aware of it and obtain a valid crime reference;
- c) **You** must take all necessary precautions to reduce the risk of a **claim** and to prevent or minimise **legal costs** and **fees** wherever possible. **Your** duty to take precautions includes (but is not limited to) ensuring that no action that could bring about a dispute is taken by **you** or any other person associated with **you**;
- d) In order for any **claim** to be accepted under this policy, **we** must deem that there are **reasonable prospects of success** and that the **legal costs** in respect of the **claim** will not be more than amount in dispute.
- e) All **legal costs** and **fees** are subject to an independent assessment to ensure that they have been incurred reasonably;
- f) All **legal costs**, and **fees** and any other costs may only be incurred with **our** prior written consent.
- g) **You** must take all steps necessary to assist in the recovery of any **claims** payment, **legal costs** and **fees** from a third party where appropriate and where **you** are able to do so;
- h) **You** will not enter, or offer to enter, into any negotiation to settle the **claim** without **our** prior written approval to do so;
- i) **You** will not unreasonably withhold consent for **your** **appointed representative** to make an offer to settle the legal action;
- j) If an offer of settlement (which may include a **Part 36 Offer**) is made that **we** or the **appointed representative** would deem fair and **you** do not accept it, the **insurer** will not be liable for any further costs incurred;
- k) **You** will not withdraw from any legal action without **our** prior written permission to do so;
- l) In some circumstances, where **we** decide it is appropriate, **we** may elect to pay **you** the sum of damages that **you** are seeking and then end or not begin **civil proceedings**, and the **insurer** will not be liable for any further costs incurred;
- m) **You** must cooperate with **us**, providing all necessary information and assistance to **us** as required;
- n) **We** reserve the right to:
 - i. Take over any **claim** or **civil proceedings** at any time and conduct them in **your** name;
 - ii. Negotiate or settle any **claim** or **civil proceedings** on **your** behalf;
 - iii. Contact **you** directly at any point concerning **your claim**;
- o) **We** may appoint an **appointed representative** to conduct an independent mediation to reach settlement of the legal action. **The appointed representative's** cost for mediation will be paid by **us**.

- p) If **you** receive any full or part payment towards the **rent** from the **tenant(s)** or on behalf of **tenant(s)** following notification of a **claim**, this must be declared to **us** within 30 days of receiving this payment, as payments may be applied against any outstanding arrears.

4. Appointed Representative

- a) When **you** advise **us** of a **claim**, **we** will recommend an **appointed representative** from **our** panel of representatives to assist **you** and act on **your** behalf. If for any reason **you** are unhappy with **our** choice of representative, **we** may recommend another;
- b) The **appointed representative** will have direct contact with **us** and must cooperate fully with **us** always. **You** must cooperate with **your** representative, providing all necessary information and assistance to them as required;
- c) **You** agree to **us** having access to **your appointed representative's** file relating to **your claim**. **You** will be considered to have provided express consent to **us** or **our** appointed agent to access the file for auditing, quality and cost control purposes.

5. Cancellation

- a) **You** may cancel this policy at any time after the date **We** have received the premium by providing at least 30 days' written notice to **Us**.
- b) If there is a default under **Your** Aviva credit agreement which finances this policy, **We** may cancel this policy by providing written notice to **You** in accordance with the default termination provisions set out in **Your** Alan Boswell Insurance Brokers Ltd credit agreement.

If **Your** policy is cancelled under (a) or (b) above, **We** may, at **Our** discretion, refund to **You** a proportionate part of the premium paid for the unexpired period. This is provided that, during the current Period of Insurance, there has been no:

- (i) **claim** made under the policy for which **We** have made a payment
- (ii) **claim** made under the policy which is still under consideration
- (iii) incident which **You** are aware of and which is likely to give rise to a **claim**, and which has already been, or is yet to be, reported to **Us**.
- c) Where there is no Aviva credit agreement to finance this policy, **We** will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by **Us** to **Your** last known address.
- d) We may also cancel this policy at any time by providing at least 30 days' written notice to **Your** last known address.

We will refund a proportionate part of the premium for the unexpired period provided that, during the current Period of Insurance, there has been no:

- (i) **claim** made under the policy for which **We** have made a payment
- (ii) **claim** made under the policy which is still under consideration
- (iii) incident which **You** are aware of and which is likely to give rise to a **claim**, and which has already been, or is yet to be, reported to **Us**.

6. Counsel's Opinion

Where reasonable and necessary, the **insurer** may obtain at **our** own cost, advice on prospects for **your claim** from an independent barrister. This will be in the event that there is a dispute on the prospects of success for **your claim**, between **your** choice of **appointed representative** and **our panel solicitors**.

7. Arbitration Clause

A dispute between **you** and **us** may arise, which may be referred to an arbitrator, who shall be either a solicitor or a barrister who **you** and **we** agree on in writing. If an arbitrator cannot be agreed then an arbitrator will be appointed by the authorised body identified in the current arbitration legislation. The decision of the arbitration shall be final and binding on both parties and he or she will decide who should pay the costs of the arbitration. If costs are awarded against **you**, they are not covered under this policy. This arbitration condition does not affect **your** rights to take separate legal action. If a disputed **claim** is not referred to arbitration within 12 months of **your claim** being turned down, **we** will treat the **claim** as abandoned.

8. Statutory Regulations

In all matters relating to the performance of this insurance contract, it is the responsibility of both **you** and **us** that **we** both respectively comply with all Acts of Parliament and with all orders, regulations and byelaws made with statutory authority by Government Departments or by local or other authorities. The cost of meeting the requirements of this clause will be payable by **you** and **us** in **our** own rights respectively.

9. Severability Clause

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability, all other terms will remain in full force and effect.

10. Proportionality

Where an award of damages is the only legal remedy to a dispute and the cost of pursuing **civil proceedings** is likely to exceed the value of any such award of damages, the most the **insurer** will pay in respect of **legal costs** and **fees** is the value of the likely award of damages.

11. Acts of Parliament

All references to Acts of Parliament in this policy shall include the equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and shall include any subsequent amendments, re-enactments or regulations

12. Non Disclosure, Misrepresentation or Misdescription

(a) Before this policy was entered into

If **You** have breached **Your** duty to make a fair presentation of the risk to **Us** before this policy was entered into, then:

- where the breach was deliberate or reckless, **We** may avoid this policy and refuse all **claims**, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
 - **We** would not have agreed to provide cover under this policy on any terms, **We** may avoid this policy and refuse all **claims**, but will return any premiums paid;
 - **We** would have agreed to provide cover under this policy but on different terms (other than premium terms), **We** may require that this policy includes such different terms with effect from its commencement and/or
 - **We** would have agreed to provide cover under this policy but would have charged a higher premium, **Our** liability for any loss amount payable shall be limited to the proportion that the premium **We** charged bears to the higher premium **We** would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

(b) Before a variation was agreed

If **You** have breached **Your** duty to make a fair presentation of the risk to **Us** before any variation to this policy was agreed, then:

- where the breach was deliberate or reckless, **We** may cancel this policy with effect from the date of the variation, and keep all premiums paid
- where the breach was neither deliberate nor reckless, and but for the breach:
 - **We** would not have agreed to the variation on any terms, **We** may treat this policy as though the variation was never made, but will return any additional premiums paid
 - **We** would have agreed to the variation but on different terms (other than premium terms), **We** may require that the variation includes such different terms with effect from the date it was made, and/or
 - **We** would have agreed to the variation but would have increased the premium, or

would have increased it by more than **We** did, or would not have reduced it or would have reduced it by less than **We** did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

General Exclusions

The **insurer** will not be liable in respect of any of the following:

1. Any dispute:
 - a) arising during the first 60 days of the first **period of insurance**, if the **tenancy agreement** commenced before the inception date of this policy; or
 - b) arising during the first 60 days of the first **period of insurance**, unless it can be evidenced that **you** previously held comparable legal expenses cover for a minimum of six months with another **insurer** immediately prior to inception of this policy;
2. Any **claim** not notified to **us** within 90 days of the **date of event**;
3. Any **claim** for amounts in excess of the **limit(s) of indemnity**;
4. Any **claim** where the **date of event** is outside the **period of insurance** and which has given rise, or which **you** knew or ought reasonably to have known may give rise to, a dispute by or against **you**;
5. Any **claim** where the **deposit** is not properly protected in accordance with the relevant legislation or **deposit** replacement scheme;
6. Any **claim** made, brought or commenced outside the **territorial limits**;
7. Any **claim** under this policy where **you** have not obtained a satisfactory **tenant reference** or the **guarantor** has not met the **guarantor** criteria (if applicable).
8. Any increased **claims** costs as a result of legal notices being served incorrectly;
9. **Legal costs** and **fees** incurred whilst **you** are bankrupt, in administration or in receivership, or if **you** have entered into a voluntary agreement with creditors;
10. The pursuit or defence of the payment or non-payment of any tax;
11. **Claims** relating to subsidence, ground heave, landslip, mining or quarrying;
12. Any planning application review or decision;
13. The defence in **civil proceedings** against **you** arising from injury or disease;
14. Fines or other penalties imposed by a court or tribunal;
15. If at the time any **claims** are made by **you** under this policy there is any other insurance covering the same liability, the **insurer** will not be liable to pay or contribute more than their proportion of the **claim**;
16. Any **claim** arising out of the deliberate, conscious, intentional or negligent disregard by **you** of the need to take all reasonable steps to avoid and prevent **claims, civil proceedings** or disputes;
17. Any dispute with Government or Local Authority departments concerning the imposition of statutory charges;
18. Any dispute between **you** and any parent or subsidiary company or partner;
19. Any dispute between **you** and the **insurer**, the **appointed representative**, or **your broker**;
20. Any **claim** arising out of breach or alleged breach of confidentiality or passing of information whether related to intellectual **property** or not or the use or alleged use of any intellectual **property**;
21. Any **claim** relating to alleged violence or dishonesty on **your** part;
22. Any **legal costs** and **fees** incurred in any appeal proceedings, unless:
 - a) **we** agreed to cover the original **claim**;
 - b) **we** deem that the matter has **reasonable prospects of success**; and
 - c) **we** are notified of the decision to appeal at least 7 days before the deadline to appeal.
23. Any **claim** where **you** have not adhered to the Homes (Fitness for Human Habitation) Act 2018
24. Judicial review;
25. Any **claim**, loss, legal liability or any loss of, or damage to, **property** directly or indirectly caused by or contributed to by seepage, pollution or contamination of any kind;
26. Any **legal costs** and **fees** which **you** should or would have had to incur irrespective of any dispute;
27. Any **claim** arising from or relating to a class action.
28. Any **claim** or expense of any kind caused directly or indirectly by:
 - a) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel; or
 - b) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.
29. Any loss or damage caused by any sort of war, invasion or revolution.
30. Any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.
31. Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism.
32. Any dispute between landlord and letting agent and/or managing agent.

Additional Information

Customers with Disabilities

All documentation is also available in large print, audio and braille. If **you** require any of these formats, please contact **your** insurance adviser.

Telephone Calls

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on **your** network provider) and are usually included in inclusive minute plans from landlines and mobiles. For **our** joint protection telephone calls may be recorded and/or monitored.

Renewal Procedure

The **period of insurance** will be stated on **your** schedule. If **you** wish to renew this insurance policy, please contact **your broker** who will be able to discuss **your** requirements.

Contracts (Rights of Third Parties) Act 1999

The terms of this policy are only enforceable by the named insured. A person who is not a named insured has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party, which exists or is available apart from that Act.

Your Agreement with Others

This contract of insurance is personal to **you** the policyholder, and the **insurer**.

We will not be bound by any agreement between **you** and **your appointed representative**, or **you** and any other person or organisation.

You may not assign any of the rights under this policy without the **insurer's** express prior written consent.

Choice of Law

The appropriate law as set out below will apply unless **you** and the insurer agree otherwise.

1. The law applying in that part of the United Kingdom, Channel Islands or Isle of Man in which **you**, the policyholder, normally live or (if applicable) the first named policyholder normally lives, **or**
2. In the case of a business, the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where it has its principal place of business, or
3. Should neither of the above be applicable, the law of England and Wales will apply.

Use of Language

All communications relating to this contract will be in English