Landlord Protection Insurance

Landlord Protection Insurance Benefits/Cover

Rent cover is up to £2,500 per month but is limited to the rent on the rental agreement (for up to 12 months or to the end of the tenancy agreement whichever is the soonest) and is payable provided the claim is valid, plus, the policy covers mediation fees of up to £330 and up to £25,000 in legal fees if there is a need to resort to litigation to resolve a tenancy issue with a tenant



Who buys the Landlord Protection Insurance?

The Local Authority or affiliate will purchase the policy in favour of the private landlord as part of the overall arrangement. Registered Housing Associations may also purchase the policy



Will my mortgage company accept Universal Credit tenants?

This depends on your lender because they have a vested financial interest in the property. Interestingly, a rent guarantee ‘scheme’ from a lettings agent may not be sufficient because it may be an agreement that wouldn’t carry much weight in the event of a dispute. Without the assistance of Local Authorities and Registered Housing Associations, Universal Credit tenants can be regarded as a higher risk; therefore, lenders may want to see that you have taken reasonable steps to secure a suitable insurance policy. Private landlord Legal and Rent Guarantee policies usually insist on onerous tenant vetting requirements, meaning that Universal Credit recipients who’ve had

arrears in the past due to the system as opposed to no fault of their own may be excluded. However, the Help2Rent Limited Landlord Protection Insurance available to Local Authorities and Registered Housing Associations is a bespoke policy for their use and covers such tenancies, requiring little in the way of identification because of the support they offer to overcome tenancy issues (because their aim is to keep tenants housed).



If a tenant has a poor credit history, is the Insurance still available?

Yes, as described within other of these FAQs. This scheme has been specially designed to support those tenant and applicants with a poor credit history (see What tenant reference checks are required?).



When can I make a claim?

A claim cannot be made until 30 days have elapsed since unpaid rent was due. This because sometimes Universal Credit hiccups cause delays and if acted upon quickly can often be resolved without the need to claim; however, you must notify the claim handler within 45 days of the insured event occurring or the claim will be invalidated.



What if the tenant carries over a Housing Benefit ‘overpayment’ from a previous address which is being recovered from their Housing Benefit at the new address?

This will be excluded from the tenancy process but is taken into account for tenant rent sustainability at the time the tenancy is arranged but should be resolved separately. Help2Rent can assist with this. If you wish to use it the following link will get you started https://www.gov.uk/find-local-council



Who will remind the landlord when the policy is due for renewal?

Help2Rent will contact the landlord directly 4-6 weeks before the policy is due for renewal. We will not take funds nor would we automatically renew without your pre-consent. You can amend your policy details on the Help2Rent platform at any time during the policy period at no extra cost.



The tenant is paid directly from Universal Credit - what is required at application stage?

The private landlord must provide the Local Authority or Registered Housing Association with a copy of the limited proof of identification of the tenant plus a copy of the AST, so that these can be loaded directly to the Help2Rent platform. Please note that our tenancy sustainment team is here is help on 0203 3557557 or by emailing the



The tenant changed the Universal Credit payment so that it is paid directly to them - will this cause an issue?

No it is not an issue; however, you must send Help2Rent a copy of the signed AST and UC47 email confirmation within 14 days of when you were first made aware of the direct payment, so that we can quickly contact the DWP partnership with the aim of getting a direct payment implemented.



We have a number of policies to purchase, can they all be included on one application?

Yes, a Microsoft Excel file can be uploaded onto the Help2Rent portal if you are able to provide the attachments/supporting evidence (such as ASTs, Right to Rent checks, identification and UC47 confirmations) for each property.



The tenant works part time and receives support from Universal Credit for the rent - can cover still be provided?

Yes. Help2Rent already works alongside the Local Authorities and Registered Housing Associations to ensure tenant affordability. If circumstances should change later, then Help2Rent is there to assist getting things back on track.



Why would Temporary Accommodation Providers use Help2Rent?

Most Temporary Accommodation Providers (TAPs) rent properties from private landlords and then sub-let to Universal Credit tenants on a rent to rent model basis. Because these arrangements are underwritten by Local Authorities there is no requirement for additional rent guarantee protection. Nevertheless, sometimes TAPs are unable to find a tenant, or the tenant leaves mid-way through, or there is a change in circumstance with the tenant which would change the Universal Credit amount due – with the void being picked up by the TAP. Also, if there is an eviction, the TAP would be responsible for the legal fees (all at the same time and having to pay the landlord the guaranteed rent), which means that Landlord Protection Insurance could have value as a back-up.



Can I cancel the policy halfway through the policy year?

All policies are for a 12 month term and you can update tenancy e.g. if the tenant has changed, throughout the policy year by logging into Help2Rent, so there should be no reason to cancel the policy. If the policy was cancelled there would be no refund of premium available.



Are the policies in force during COVID-19 and are there any exclusions of this nature?

Yes, all policies are in force and there no COVID-19 / pandemic exclusions.



Why do you support vulnerable clients?

Firstly one should establish what vulnerable means because most people experiencing housing difficulties do so because of circumstances often outside of their control, such, as; a family splitting up, a young person leaving care because of their age, rents have been increased to an unaffordable level, someone requiring special needs/care, yet the majority are in work but simply require additional assistance to “get on their feet”. As a result, especially in the current economic climate, billions of pounds is spent by the Government on temporary accommodation each year (hotels and bed& breakfast), yet the requirement for social housing in the UK continues to increase. This probably is made worse because private landlords (who are the biggest combined property owners in the UK) can be limited in their ability to rent properties to Universal Credit tenants – often because they are unaware of the incentives and assistance available to support this market. Help2Rent works constantly with The Housing Ministry, Local Authorities, Registered Housing Associations, Universal Credit and the DWP to create awareness and to encourage private landlords to look more closely at the benefits of a new social housing marketplace.



Does this policy cover HMO tenancies?

Yes provided that a valid HMO agreement/AST is in place and all usual tenancy information has been submitted. One policy should be taken out for each tenancy.



What redress is available should the insurer decline a claim?

In the first instance Help2Rent would establish why the claim had been declined because if there has been a blatant breach of policy conditions, complaining is unlikely to yield any benefit; however, if there has been a misunderstanding, things may be brought back on track quite quickly. The Insurance Ombudsman is available to investigate a complaint if the normal process hasn't resolved things and can be contacted at The Financial Ombudsman Service, Exchange Tower, London E14 9SR Tel 08000 234 567 Email:



Is Landlord Protection Insurance an insurance policy?

Yes. The policy is underwritten by RSA Group who are an 'A' rated insurance company.



Is the Landlord Protection Insurance Policy protected?

Yes. The insurer is covered by the Financial Services Compensation Scheme (FSCS) established under the Financial Services and Markets Act 2000. You may be entitled to compensation of up to 90% of the cost of your claim in the unlikely event that the insurer cannot meet its obligations. Further information about compensation scheme arrangements is available at www.fscs.org.uk



How do I take out a new policy on a portfolio of properties?

Simply contact us at Help2Rent and we will advise you, based on the circumstances, of the best way to do this, even so, it happens frequently and procedures are established.



Does the policy insure the property or the tenant?

The Policy protects the property and not individual tenants or tenancies. If the tenant moves out halfway through, just update the policy details with the new tenant information by logging into theHelp2Rent platform or emailing



Can I obtain insurance cover after the tenancy has started?

Yes, provided that there are no rent arrears at the date the cover starts and all tenancy information has been completed.



Will the tenant be required to provide a guarantor?

No. The tenant is not required to provide a guarantor, deposit or rent in advance. Our product is unique to Universal Credit tenants who would not have guarantors.



Will a local authority be involved during a claim process?

The claim process will be dealt with by the insurer’s claim handler (see How Do I Make A Claim for Rent Guarantee and Legal Protection?) who is are available 24/7. The claim process involves contact with the discretionary housing team to establish their level of support the tenant and, also, the claim team will contact the DWP partnership manager to establish if the alternative payment option can be implemented to make benefit payments direct to the landlord, thereby reducing the chance of further arrears and, hopefully, remove the need for a claim to materialise.



What’s the difference between a lettings agency offering me a rent guarantee scheme and the Landlord Protection Insurance?

Landlord Protection Insurance is a contract of insurance, underwritten by RSA Group, complete with claims management and support. This provides peace of mind and control throughout the process and, best of all, there is no policy excess. A letting agent is usually promising to pay you rent under a head lease agreement - meaning they can sublet, normally on tight margins and leaving little or no room for property damage/voids. Also, many landlords do not factor in the 'post-agreement' hand-down when the property is returned in a dismal condition whilst inheriting the non-paying original tenants. So the difference is that the Help2Rent option is a contract of insurance including legal expenses, mediation, rent guarantee and claim support, whereas arrangements with letting agents are often simply commercial agreements without all the guarantees of the insurance alternative.



The tenant is unemployed and on Universal Credit – can Landlord Protection Insurance still apply?

Yes, provided the single tenant identification has been secured (see What tenant reference checks are required?).



What tenant reference checks are required?

Only one of either: (a) Full birth certificate, (b) Passport, (c) Driving licence, (d) National Insurance Number (if shown on other formal documents), or (e) Biometrics ID and A residence permit or certificate/documentation issued by the Home Office and indicating permanent right of residence in the United Kingdom.



How Do I Make A Claim for Rent Guarantee and Legal Protection?

Claims must be notified within 45 days of the insured event. Failure to notify the claim within this time will invalidate the insurance cover. This insurance only covers legal fees incurred by the insurer's panel solicitor or its agents appointed by them until court proceedings are issued. If court proceedings are issued or a conflict of interest arises, you may nominate another solicitor to act for you. You can use the helpline service to discuss any legal problem occurring within the United Kingdom, the Channel Islands and the Isle of Man, and arising during the period of this policy. In general terms, you are required to immediately notify the claim handler of any potential claim or circumstances which may give rise to a claim. If you are in doubt whether a matter constitutes a notifiable claim or circumstance, you should contact the claim handler for assistance. Claims should be submitted via the interactive online claims portal available at:- https://claims.arclegal.co.uk If you are unable to use the online claims portal, claim forms can also be obtained by telephone: - 0344 770 1079. A claim form will be sent out by e-mail, fax or post within 24-hours. The claim form is required to be completed and returned along with supporting documentation within five days of it being received. To maintain an accurate record, your telephone call may be recorded. Claim forms can also be obtained from:- https://claims.arclegal.co.uk What happens next: The claim will be assessed and if accepted and deemed appropriate, an independent mediator will be appointed by the claim handler. If you are unable to reach an agreement with the tenant during the mediation or independently to remedy their failure to perform their obligations under the tenancy agreement, the claim handler panel solicitors or their agents will be appointed to act for you. Any rent arrears covered under the insurance will generally be paid within 21 days from the end of the rental month they became due. You may be required to complete a continuation claim form before each rent claim payment is made. You or your agent must give all information requested by claim handler or its adviser within five days of receiving the request for that information. You or your agent must attend any court hearing if requested by the adviser. This claims procedure should be read in conjunction with the main terms and conditions of the insurance.



Does the Landlord Protection Insurance Cover HMO Properties?

Yes but one policy per tenant will be required.



How are direct payments made to landlords instead of tenants?

Follow the process at https://directpayment.universal-credit.service.gov.uk/ If in doubt seek assistance from the Help2Rent lettings team on 0203 355 7557.



If a new tenant immediately falls behind with rent because of Universal Credit delays, what is the process for resolving this?

If you follow the process it should be easy; therefore, make contact on https://directpayment.universal-credit.service.gov.uk/questions/type-of-payment or call the Lettings Team of Help2Rent who will be able to help on 0203 355 7557.



Can the tenant Revert the direct Universal Credit Payment back to themselves?

The answer to this is yes, at any point the tenant can revert back to be paying the rent element of Universal Credit back to themselves.



General Exclusions applying to Landlord Protection Insurance

1. There is no cover: (a) Where the insured event occurs within the first 90 days of the period of insurance where the tenancy agreement commenced before the period of insurance unless you had continuous previous insurance. (b) Where your act, omission or delay prejudices your or the insurer's position in connection with the legal action or prolongs the length of the claim. (c) Arising from a dispute between you and your agent or mortgage lender. (d) Where the insured event began to occur or had occurred before you purchased this insurance. (e) Where you did know or should have known when purchasing or renewing this insurance of circumstances that would lead to a claim. (f) Where you have breached a condition of this insurance. (g) Where advisers' costs have not been agreed in advance or are above those for which the claim handler has given prior written approval (h) For any claim which is not submitted to the claim handler within 45 days of the insured event. (i) For advisers' costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party. (j) For damages, interest, fines or costs awarded in criminal courts. (k) Where you have other legal expenses insurance cover. (l) For any claims arising from a dispute between you and the landlord; letting agent; managing agent; your insurance adviser; the insurer; the adviser or the claim handler. (m) For appeals without our prior written consent. (n) Prior to the issue of court proceedings or unless a conflict of interest arises, for the costs of any legal representative other than those of the adviser. (o) Where an estimate of Your advisers' costs of acting for you is more than the amount in dispute. (p) Where you commit, or are alleged to have committed, a criminal offence, or you are liable to a civil penalty unless this policy expressly covers you in the event of such offence or penalty. (q) Where you are a managing agent, where the property management agreement has not been signed by all parties. 2. There is no cover for any claim arising from: (a) Works undertaken or to be undertaken by or under the order of any government or public or local authority. (b) Planning law. (c) The construction of or structural alteration to buildings. (d) Defamation or malicious falsehood. (e) Divorce, matrimonial matters or proceedings including ancillary relief, parental responsibility and contact, or affiliation. (f) Any venture for gain or business project of yours other than in relation to your activities as a landlord. (g) A dispute between persons insured under this policy. (h) An application for Judicial Review. (i) A novel point of law.



Does the policy does cover dilapidations when the missing or damaged items

The policy does cover dilapidations when the missing or damaged items are included within a dilapidations inventory completed at the start of the tenancy and signed by the tenant as mentioned under: What is not insured: c) Arising from dilapidations unless the missing or damaged items were

contained within a Dilapidations Inventory. It is also defined in Definitions. There are conditions around the qualifications surrounding this type of issue which are explained within the policy wording,



Residential Landlords' Emergency Insurance

How Much Landlords Contents Protection Is Provided

The Landlords Contents Protection Provided is Landlords Contents – Fixed sum insured of £ 5,000.



How Much Fixtures and Fittings Protection If Provided

The protection provided for Fixture and Fittings is Fixtures and Fittings – Fixed sum insured of £10,000



Who are the underwriters?

The underwriters for this protection is Liverpool and Victoria



How do i make a claim?

The Affinity Claims Team PO BOX 1291 Preston PR2 0QJ Tel: 03301 026 796 Email: : To help us deal with your claim quickly we may require you to provide us with assistance and evidence that we require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide: x Your name, address, and your home and mobile telephone numbers x Policy/Certificate number x The date of the incident x Police details / Crime Reference number where applicable x The cause of the loss or damage x Details of the loss or damage together with claim value if known x Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses. This information will enable us to make an initial evaluation on policy liability and claim value.



Is alternative accommodation provided if the damage or repairs require the tenant to move out?

The loss of rent and costs of alternative accommodation because of any loss or damage covered under Section Two, we will pay you for one of the following expenses of losses we have agreed to: x The cost of alternative accommodation x An amount equal to the rent payable to you



How do i make a complaint?

If you remain dissatisfied, you may refer the matter at any time to the Financial Ombudsman Service (FOS) at: Financial Ombudsman Service Exchange Tower London E14 9SR Tel: 0800 023 4567 (for landline users, mobile users may be charged) 0300 123 9123 (same rate as 01 or 02 numbers, on mobile phone tariffs) Email: The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find out more information at: www.financial¦ ombudsman.org.uk



Where can i find information about Malicious damage by tenant

Malicious damage is covered as standard under Peril 8 for Contents in the wording (page 30),



Main heating system

The total failure or complete breakdown, whether or not caused by accidental damage, of the main heating system (including a central heating boiler, all radiators, hot water pipes and water storage tanks) in the property. If your property is powered by a biomass boiler or anaerobic digester system, the insurer will reimburse up to £1,000 for your own contractor to help.



Plumbing & drainage

The sudden damage to, or blockage or breakage or flooding of, the drains or plumbing system including water storage tanks, taps and pipework located within the property, which results in a property emergency.



Property security

Damage to (whether or not accidental) or the failure of external doors, windows or locks; which compromises the security of the property.



Toilet unit

Breakage or mechanical failure of the toilet bowl or cistern resulting in the loss of function provided that there is no other toilet in the property.



Domestic power supply

The failure, whether or not caused accidentally, of the property's domestic electricity or gas supply.



Lost keys

The loss or theft of the only available keys if you cannot replace them to gain access to the property.



Vermin infestation

Vermin causing damage inside the property or a health risk to your tenant(s).



Alternative accommodation costs

Your tenant(s) overnight accommodation costs including transport to such accommodation following a property emergency which renders the property unsafe, unsecure or uncomfortable to stay in overnight – maximum £250 including VAT.



When can I buy a Residential Landlords' Emergency Insurance policy?

At any time, but if an insured event happens within the first 48 hours of cover when you purchase this policy at a different date from any other related insurance policy, the claim will be excluded.



What is meant by level of cover/benefit?

The level of cover or claim benefit is a maximum of £1000 towards the cost of rectifying the emergency for which an acceptable claim is made.



Which homes are excluded from Residential Landlords' insurance?

Any residential dwelling that is not located in Great Britain and Northern Ireland and which does not provide self-contained accommodation for let to tenants for residential purposes.



Can I transfer my Residential Landlords’ Emergency cover to a different property?

Unfortunately, Residential Landlords’ Emergency policies are not transferable.



How long Can I take a Residential Landlords’ Emergency policy out for?

Policies are for a term of 1 year.



Is my Residential Landlords’ Emergency policy protected?

The insurers are covered by the Financial Services Compensation Scheme (FSCS) established under the Financial Services and Markets Act 2000. You may be entitled to compensation of up to 90% of the cost of your claim in the unlikely event that the insurer cannot meet its obligations. Further information about compensation scheme arrangements is available at www.fscs.org.uk



What things does my Residential Landlords’ Emergency policy not cover?

All insurances have exclusions of cover, most of which are common-sense and protect insurers from unfair claims. The full list of policy exclusions can be found in the policy wording; however, the following is a useful summary and you are not covered for any claim from or relating to: 1. emergency costs which have been incurred before we accept a claim. 2. an Insured event which happens within the first 48 hours of cover if you purchase this policy at a different date from any other related insurance policy. 3. emergency costs where there is no one at the property when the contractor arrives. 4. any matter occurring prior to, or existing at the start of the policy, and which you believed or ought reasonably to have believed could give rise to a claim under this policy. 5. any wilful or negligent act or omission or any third party interference or faulty workmanship which does not comply with recognised industry standards or manufacturer’s instructions. 6. a main

heating system (including a central heating boiler) which is more than 15 years old 7. LPG fuelled, oil fired, warm air and solar heating systems or boilers with an output over 60Kw/hr 8. the cost of making permanent repairs including any redecoration or making good the fabric of the property: a. once the property emergency situation has been resolved b. arising from damage caused: i. in the course of the repair or ii. in the course of investigation of the cause of the Insured event or iii. in gaining access to the property 9. the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply 10. the replacement of parts that suffer damage or the gradual process of wear and tear over time (such as dripping taps, washers or discs forming part of a tank pipe or tap) 11. your garage (except a central heating boiler located in a connecting garage), outbuildings, boundary walls, fences, hedges, cess pit, fuel tank or septic tank 12. the property being left unoccupied for more than 30 days consecutively unless you usually let out your property and are actively seeking a tenant 13. goods or materials covered by a manufacturer's, supplier's or installer's warranty 14. the failure of equipment or facilities which have not been installed, maintained or serviced in accordance with legal regulations or manufacturer's instructions, or which is caused by a design fault which makes them inadequate or unfit for use 15. a claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist 16. subsidence, landslip or heave 17. blockage of supply or waste pipes to the property due to freezing weather conditions.



How do I make a claim on my HOME EMERGENCY policy?

1. Please telephone 0345 155 9784 (lines are open 24 hours day, 365 days a year) as soon as possible, providing us with your name, insured property address, postcode, and the nature of the problem. 2. The claim administrator will record your details and then decide on the best course of action to limit your loss and/or repair the damage. If the incident relates to an emergency covered under this policy, a member of the emergency contractor network will be contacted. Poor weather conditions or remote locations may affect normal standards of service. 3. If your property is powered by a biomass boiler or anaerobic digester system, your details will be checked and it will be agreed for you to choose a suitable expert to help. You will have to pay the contractor and send your receipt to the claim administrator, who will then reimburse your claim. Please send your receipt to www.arag.co.uk/newclaims or ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN. 4. If you are claiming for alternative accommodation costs for your tenant(s) you must obtain our authority to incur costs before any bookings are made. Your tenant(s) will have to pay for the accommodation when they check out and send the receipt to you, to forward to the claim administrator to be reimbursed. 5. It is important you call the helpline us as soon as possible to report a claim, and do not call out your own contractors unless the claim administrator agrees this because otherwise their costs will not be met and it could stop your claim being covered.



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