



Rent and Legal Protection Explained

F&Q's
IPIID
Policy Wording

1. 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
2. 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 but private landlords cannot
3. 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).
4. 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?).
5. 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.
6. 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?
7. 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>
8. 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.
9. 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 to help on 0203 3557557 or by emailing the Lettingsteam@Help2Rent.co.uk
10. 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.
11. 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.
12. 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
13. Why would Temporary Accommodation Providers use Help2Rent? Most Temporary Accommodation Providers (TAPs) rent properties from private landlords and then sublet 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.
14. 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
15. 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
16. 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.
17. 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.

1. 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
2. Is Landlord Protection Insurance an insurance policy? Yes. The policy is underwritten by RSA Group who are an 'A' rated insurance company.
3. 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
4. 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.
5. 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 the Help2Rent platform
6. 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.
7. 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.
9. 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 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
10. 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.
11. 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?)
12. 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.
13. 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
14. Does the Landlord Protection Insurance Cover HMO Properties? Yes but one policy per tenant will be required.
15. 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

1. 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.universalcredit.service.gov.uk/questions/type-of-payment> or call the Lettings Team of Help2Rent who will be able to help on 0203 355 7557.
2. 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.
3. 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.
4. 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,

Help2Rent Landlord Protection

Insurance Product Information Document

This Landlord Protection insurance is underwritten by Royal & Sun Alliance Insurance Ltd and administered by Arc Legal Assistance Limited. Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958.

Royal & Sun Alliance Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202323.

Company: Royal & Sun Alliance Insurance Ltd

Product: Landlord Protection

This insurance is managed and provided by Arc Legal Assistance Limited and underwritten by Royal & Sun Alliance Insurance Ltd.

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958

Royal & Sun Alliance Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202323.

This document summarises the key features of your insurance policy, for full details please refer to the policy Terms and Conditions. It is not tailored to individual needs and so may not provide all the information relevant to your cover requirements. Complete pre-contractual and contractual information is provided in other documents.

What is this type of insurance?

Landlord Protection provides insurance to cover (as detailed in this document, your policy wording and your insurance schedule):

- Claims under the Tenant Eviction section of cover for Advisers' costs for certain types of legal action(s) in relation to your tenancy:
 - Mediation - £330
 - Eviction proceedings - £25,000
- Monthly Rent up to the maximum shown on your schedule, for claims under the Rent Protection section of cover for up to 12 months



What is insured?

We'll cover a legal advisers' costs to help you pursue a claim in the following situations:

- ✓ **Mediation:** To participate in a mediation with the tenant to resolve breaches in the Tenancy agreement relating to rightful occupation of the property.
- ✓ **Tenant Eviction:** To pursue a legal action against a tenant to recover possession of the insured property where the tenant fails to perform his obligations set out in the tenancy agreement relating to the rightful occupation of the insured property.
- ✓ **Rent Guarantee:** You are covered for rent owed by a tenant under a tenancy agreement in relation to the insured property up to the maximum amount payable, where the insured event occurs during the period of insurance, and you, where appropriate, are pursuing a claim against the tenant to evict them from the insured property.



What is not insured?

The policy does not provide cover for:

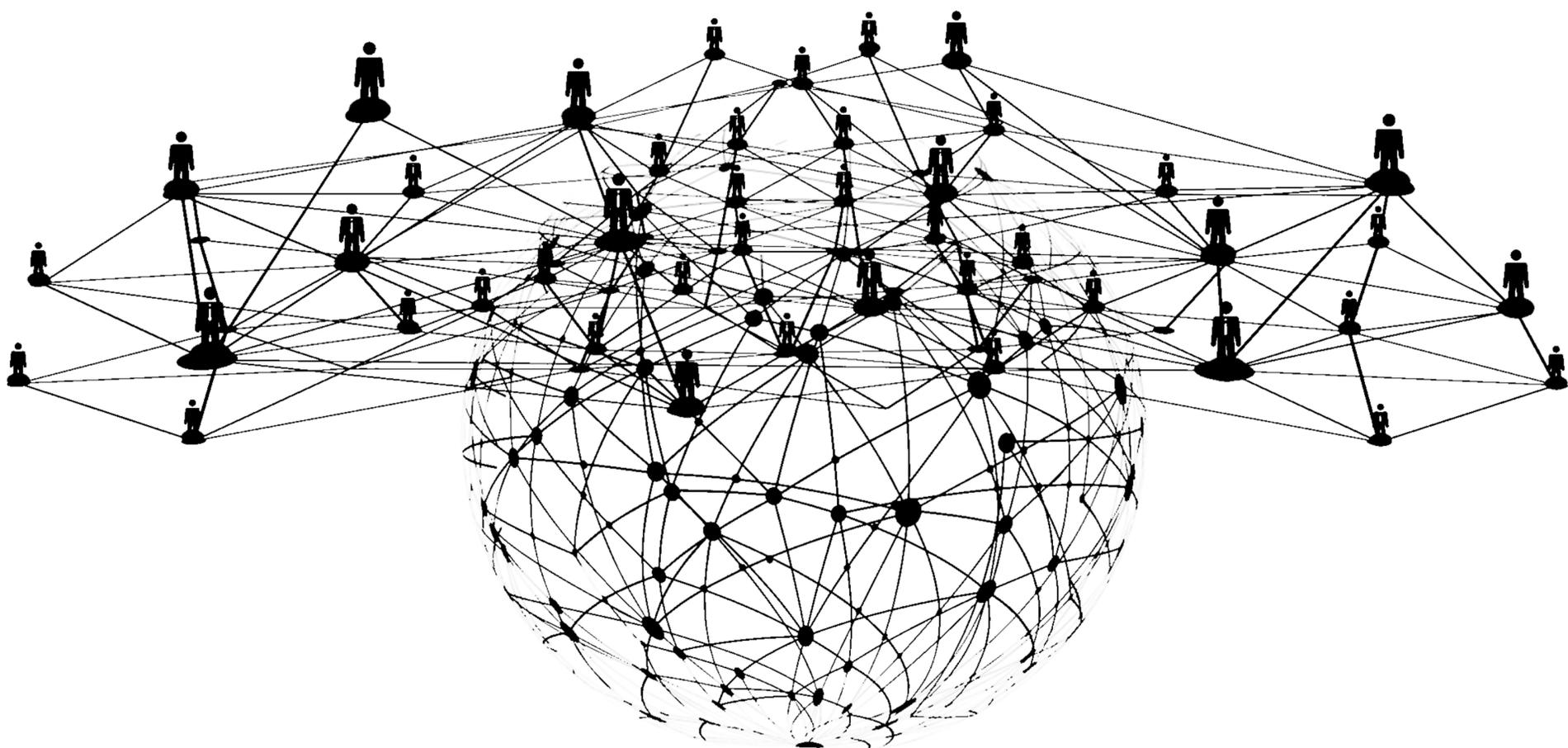
- ✗ **Pre-inception incidents:** We won't cover events that started before the policy began.
- ✗ **Prospects of Success:** We won't cover any legal action if there are no prospects of success. This is where you do not have a 51% or greater chance of winning the case and achieving a successful outcome.
- ✗ **Minimum Amount in Dispute:** We won't cover claims for Rent if the amount in arrears is less than 30 days outstanding. We also won't cover claims where the amount in dispute is lower than the estimated advisers' costs to act for you.
- ✗ **Tenant Eviction:** There is no cover for claims where you fail to provide evidence that you successfully completed a tenant reference on the tenant (and guarantor if required) prior to the start of the tenancy agreement or where the tenancy agreement started more than 31 days after the tenant reference.
- ✗ **Conflicts:** We will not cover any claims relating to disputes between persons insured under this policy; nor any costs covered by another insurance policy.
- ✗ **Approved Costs:** We will not cover any advisers' costs or any other costs and expenses incurred which have not been agreed in advance or are above those for which we have given our prior written approval.



Are there any restrictions on cover?

- ! **Qualifying period:** There is a 90 day qualifying period from the start of your policy for claims for Tenant Eviction. We will not cover any incidents arising within this time.
- ! **Your own advisers' costs:** Once court proceedings are issued, or in the event that a conflict of interest arises; you're welcome to use your own legal representative, but we won't cover any costs in excess of our standard advisers' rates.
- ! **Withdrawn claims:** If you withdraw from the legal action without our consent, you're responsible for any advisers' costs.

Please Now Read the Policy Wording Which is attached, if you don't have it attached please feel free to contact the Lettingsteam@Help2Rent.co.uk



Help2Rent
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www.Help2Rent.co.uk