

ELIGIBILITY

The landlord, or managing agent acting on their behalf, must ensure that the following procedures are adhered to. They must:

- A Not allow a tenant into possession of the property other than on the basis of an already completed written tenancy agreement duly signed by all parties and if applicable an already completed signed guarantor agreement.
- B be based on one of the following:
 - an assured shorthold tenancy (including company)
 - a short assured tenancy
 - an assured tenancyAs defined by the Housing Act 1988
- C Not allow any tenant into occupation until the first months rent payment has been paid in cash or payment has cleared in the landlord or managing agents bank account.
- D Ensure all tenants and where applicable guarantors, are fully referenced by FCC Paragon and successfully pass the referencing procedure and any requirements deemed to be necessary are adhered to as noted on the conclusion.

EXCLUSIONS

Benefit will not be paid in respect of any claim:

- A Where the completed claim form is received more than 31 days after the first unpaid rental amount was due;
- B Where the amount in dispute is less than £250.00 for the recovery of rent arrears and the eviction process only, however, you are still obliged to adhere to the claims procedure;
- C The first month's unpaid rent per claim.

SMART RENTAL PROTECTION COVER

Monthly rent will be covered in respect of arrears of rent owed on the landlords property covered by FCC Paragon's Smart Rental Protection warranty until vacant possession has been gained or the end of contract or the initial tenancy period, whichever happens soonest.

VACANT POSSESSION UNDER THE WARRANTY IS WHEN THE TENANT NO LONGER OCCUPIES THE PROPERTY, AND WE MAY AT ANYTIME REQUEST THAT YOU ISSUE AN ABANDONMENT NOTICE IN RELATION TO THIS. THE WARRANTY DOES NOT COVER FOR THE RETURN OF KEYS. VACANT POSSESSION DETERMINED BY FCC PARAGON IS ALWAYS AT OUR DISCRETION.

A Smart Rental Protection warranty contract shall pay out for no more than a maximum of 4/5 months rent arrears in any one claim, depending on the term of warranty contract purchased. Contract start and end dates must run in line with the tenancy agreement.

Legal expenses authorised/incurred by FCC Paragon, including court costs, to obtain vacant possession after non-payment of rent are included in the benefits provided by FCC Paragon's Smart Rental Protection.

In the case of Smart Rental Protection, amounts payable will not exceed £15,000, which is the maximum amount of cover per contract.

ALTERATION OF CONTRACT

The landlord or managing agent acting on their behalf, shall notify FCC Paragon as soon as they become aware of any alteration in risk which may affect the Smart Rental Protection warranty contract. The landlord or managing agent acting on their behalf may be required to pay an additional fee to FCC Paragon. Failure to notify FCC Paragon of any changes may result in a claim being declined or the contract being cancelled.

CLAIMS PROCEDURE

If the rent is overdue the tenant and guarantor if applicable, must be contacted in writing within 7 days to find out why the rent has not been paid. If rent still remains overdue for a further 7 days, the tenant and guarantor must be contacted again in writing if applicable at their place of work. All copies to be retained.

You must adhere to the conditions outlined in the letter accompanying the claim form.

Where the landlord or managing agent acting on their behalf becomes aware of an existing or potential claim under any part of the Smart Rental Protection warranty contract, the landlord or managing agent acting on their behalf shall notify FCC Paragon promptly and forward a fully completed claim form, which is to be received by FCC Paragon no more than 31 days after the first unpaid rent was due.

Claim forms can be requested and submitted by contacting the claims department:

Tel: 0844 375 9608

Fax: 0844 375 9609

E-mail: claims@fccparagon.com

The managing agent or landlord must keep FCC Paragon fully informed of all occurrences relating to the claim within the claim period.

A Section 21 notice should be issued to the tenant within the terms and conditions of the Tenancy agreement by the landlord or managing agent acting on their behalf.

GENERAL CONDITIONS

- A FCC Paragon will negotiate any claim for the landlord or managing agent acting on their behalf.
- B FCC Paragon will instruct a lawyer at their discretion.
- C The appointed lawyer will be secured by FCC Paragon and represent the landlord or managing agent acting on their behalf according to our standard terms of appointment.
- D FCC Paragon will have direct contact with the appointed lawyer.
- E The landlord or managing agent acting on their behalf must co-operate fully with FCC Paragon and with the appointed lawyer.
- F The landlord or managing agent acting on their behalf must give the appointed lawyer any instructions that FCC Paragon ask for.
- G The landlord or managing agent acting on their behalf must tell us if anyone offers to settle a claim.
- H If the landlord or managing agent acting on their behalf do not accept a reasonable offer to settle a claim, FCC Paragon may refuse to pay further legal costs.
- I The landlord or managing agent acting on their behalf must not negotiate or agree to settle a claim without approval from FCC Paragon.
- J If FCC Paragon require, the landlord or managing agent acting on their behalf must tell the appointed lawyer to have legal costs taxed, assessed or audited.
- K The landlord or managing agent acting on their behalf must take every step to recover legal costs/rent arrears that FCC Paragon have to pay and must pay FCC Paragon any legal costs/rent arrears that are recovered.
- L If the appointed lawyer refuses to continue acting for the landlord or managing agent or if the landlord or managing agent acting on their behalf dismisses the appointed lawyer, the FCC Paragon Smart Rental Protection will end at once, unless FCC Paragon agree to appoint another lawyer.
- M Warranted benefits will be withheld if the landlord or managing agent acting on their behalf acts without the consent or contrary to the advice of FCC Paragon.
- N If benefits are paid out in respect of rent arrears and subsequent payments are received from the tenant, these payments must be forwarded to FCC Paragon without fail. FCC Paragon takes precedence over any other claimant.
- O At any time during a rent arrears claim FCC Paragon may request proof that the property is still occupied and vacant possession has not been gained. We may also at any time send a representative of FCC Paragon to confirm this.
- P If you have not received a Smart Rental Protection warranty contract schedule or paid in full within our payment terms, the warranty will not be in force. If you do not receive confirmation of cover you must contact us immediately.

GENERAL CONDITIONS CONTINUED . . .

- Q In the event of court action the managing agent or landlord must present outstanding arrears in full, not including any benefits received in respect of a claim under this Smart Rental Protection warranty contract.
- R Dilapidations deposit cannot be used for rent arrears without the expressed permission of FCC Paragon.
- S Dilapidations deposit should be solely used for damage to property and possessions only and should be validated by receipted invoices. The warranty will not cover any other costs or charges taken from the deposit other than the above. The remaining amount (if any) must be forwarded to FCC Paragon (except where term R above has been granted).
- T All referencing pertaining to the issued Smart Rental Protection warranty contract must have been paid in full, and all documentation relating to the referencing must be retained. No claim will be honoured otherwise.
- U In the event that payment has not been received within our payment terms a declaration issued by FCC Paragon may be required to be signed and returned. The declaration should only be signed to confirm that there are no rent arrears to date or circumstances that may give rise to a claim.
- V In the event of a claim or rent arrears occurring after renewal invitation and before renewal date, renewal may be declined and/or lapsed as per renewal the declaration.
- W If in receipt of a claim closure letter, failure to adhere to the terms set out within it means no further consideration of benefit can be applied to this claim.

CANCELLATIONS

The landlord or managing agent acting on their behalf may cancel the Smart Rental Protection warranty contract at any time by giving 14 days notice in writing.

FCC Paragon may cancel the warranty contract at any time giving notice in writing to the landlord or managing agent. No refunds are available in the event of cancellation by either party.

TERMINATION

The Smart Rental Protection warranty contract will terminate on the earliest of the following events;

- A The end of the tenancy
- B The landlord or managing agent acting on their behalf fails to pay the relevant Smart Rental Protection warranty contract fee when due

Notification of a claim will not be accepted if the date of non-payment of rent is after the termination of the contract.

If the landlord or managing agent acting on their behalf does not keep to the terms of the Smart Rental Protection warranty contract they will not be entitled to any benefit.

TERMS OF COVER

For cover to continue under the Smart Rental Protection warranty contract, the landlord or managing agent acting on their behalf must keep up to date clear rental records.

The Smart Rental Protection warranty contract will be withheld if the landlord or managing agent acting on their behalf acts without consent or contrary to the advice of FCC Paragon.

The Smart Rental Protection warranty contract will not provide cover for any pre-existing events, which would give rise to a claim.

For the avoidance of doubt, FCC Paragon's Smart Rental Protection warranty contract is in support of the quality of FCC Paragon Referencing – they are not contracts of insurance and any benefits provided are at the sole discretion of FCC Paragon.

All benefits under the Smart Rental Protection warranty contract will cease once vacant possession has been obtained.

We will not be able to help you if we think there is little chance of winning your case. Please do not ask for help from a solicitor before we have agreed. If you do, we will not pay the costs involved.

The rental amount covered by the warranty is the amount stated on the tenancy agreement or the amount referenced, whichever is the lower (the Smart Rental Protection does not provide cover for utility bills). This product will only be available throughout England and Wales and is subject to English law.

FCC Paragon reserves the right to amend the conditions of the Smart Rental Protection warranty contract without notice.

Errors and Omissions excepted.

COMPLAINTS

It is always our intention to provide a first class standard of service however, if you do have cause for complaint, you should contact FCC Paragon in writing;

Janie Gaston (General Manager)
FCC Paragon,
4, 5 & 6 Quay Point, Northarbour Road, Portsmouth, Hampshire, PO6 3TD

If the matter is not resolved to your satisfaction, please write to;

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