

Policy Terms & Conditions



# Rent Guarantee Insurance & Legal Expenses

Tenant Referencing is a requirement of this policy



AmTrust  
FINANCIAL

## LEGAL EXPENSES & RENT GUARANTEE INSURANCE

This insurance is underwritten by AmTrust Europe Limited and administered by Rentguard Limited.

Insurance Certificates are processed and issued by **Rentguard Ltd** who are **authorised and regulated by the Financial Conduct Authority**. This can be checked on the FCA website at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting them on 0300 500 0597.

**We** adhere to the Codes of Practice of the Association of British **Insurers** (ABI), and the Insurance Ombudsman scheme. **Your** personal details and information provided are also covered by the **Data Protection Legislation**.

In the event of a valid claim under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless court proceedings are issued or a conflict of interest arises. Where it is necessary to start court proceedings or a conflict of interest arises and **You** want to use a legal representative of **Your** own choice, **Advisers' Costs** payable by **Us** are limited to no more than (a) **Our Standard Advisers' Costs**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs regime, whichever is the lower amount.

**Claims must be submitted by sending a correctly completed claim form with all required documentation to Arc within 45 days of the Insured Event. Failure to submit the claim within this time will invalidate the Insurance. Claim forms can be obtained by contacting the Claims Line on 0344 770 1079 or going online to [www.arclegal.co.uk/informationcentre/index.php](http://www.arclegal.co.uk/informationcentre/index.php)**

All type of lets have to be FULLY referenced either by RGA or a Referencing company approved by RGA – these include student, income or housing related government benefit or self-employed lets etc.

However, for full time employed Working **Tenant(s)** a 4 point check\* will suffice (Please note that the details have to be valid from the START of the **Tenancy Agreement**).

The 4 point check is:

- Identification from the **Tenant**, containing a clear photograph;
- Either a Utility Bill or Bank Statement;
- Credit check - clear of CCJ's, bankruptcies & indicating confirmation of residency;
- Confirmation of employment – a written employers' reference on company letter headed paper confirming the **Tenant's** permanent and current employment and that their salary is at least a multiple of 2.5 of the **Tenant's Rent** (The documents should be no more than 60 days old from the start of the Tenancy).

\*Please note that if the 4 point check is applied & is in place, there will be no need to do a Full Profile Reference – though in the event of a claim, the responsibility lies with the insured to produce the appropriate documents. A 4 point check is only applicable if the **Tenant(s)** have not yet moved into the property before the first continuous policy is inception.

For further information or advice about **Tenant** Referencing, please contact RGA **Tenant** Referencing on 0333 0000 162.

# Important Conditions

If **You** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this section are contained under the 'Conditions' section below and should be read carefully. Two of the main conditions to this insurance are that:

## Prospects of Success

There must be a 51% or greater chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not more than a 51% or greater chance of success then **We** may decline or discontinue support for **Your** case.

## Proportional Costs

An estimate of the **Advisers' Costs** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Advisers' Costs** will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

## Duty of Disclosure

### Consumer

If this policy covers **You** as a private individual, unrelated to any trade, business or profession, **You** must take reasonable care to disclose correct information. The extent of the information **You** are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions **You** are asked when **You** took out this insurance.

### Non-Consumer

If this policy covers **Your** business, trade or professional interests, **You** are responsible for disclosing, in a clear, accessible and comprehensive way, all information which **you** should be aware would influence the Insurer's decision to provide insurance to **You** on the terms agreed.

## Suspension of Cover

If **You** breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The Insurer will have no liability to **You** for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

# Definitions

Wherever the following words and phrases appear in the Policy they will always have these meanings

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## Adviser

Arc's panel solicitors or their agents appointed by Arc to act for the Insured.

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## Advisers' Costs

Reasonable legal fees incurred by the **Adviser** up to the hourly rate shown in the Arc fee scale ruling at the time the **Adviser** is instructed and disbursements essential to the Insured's case. Legal costs shall be assessed on the standard basis and third party's costs shall be covered if awarded against the Insured and paid on the standard basis of assessment.

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## Arc

Arc Legal Assistance Limited who administer this Insurance on behalf of AmTrust Limited, whose registered address is Gatehouse, Lodge Lane, Langham, Colchester, CO4 5NE.

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## Claim

A claim under this Insurance Certificate for **Advisers' Costs** in Proceedings and / or **Rent** following an **Insured Event** which occurs during the **Period of Insurance** and within the **Territorial Limits**.

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## Contents

Furniture, carpets, curtains, blinds and all other property belonging to **You** (the Insured) or for which **You** are responsible as stated in the **Dilapidations Inventory**.

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## Credit Check

A credit check obtained from a licensed credit referencing company showing no County Court Judgements, bankruptcies and that the **Tenant's** residency has been confirmed at the addresses checked.

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## Data Protection Legislation

The relevant **Data Protection Legislation** in force within the **Territorial Limits** where this cover applies at the time of the **Insured Event**

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## Deposit

The sum of money collected from the **Tenant(s)** which must be an amount equal to at least one months **Rent** shown in the original Tenancy and held by the Insured or his agent in accordance with Section 213 of the Housing Act 2004 (and any amending legislation) in respect of a **Tenancy Agreement** to which it applies as an indemnity for losses incurred by the Insured arising from **Tenant(s)** failing to perform his obligations set out in the **Tenancy Agreement**.

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## Dilapidations Inventory

A full and detailed inventory of the Insured's contents and their condition within the **Insured Property** which has been signed by the **Tenant(s)**.

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## Disclosure Breach

Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.

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## Excess

The amount that the Insured is liable to pay before any Claim payment is made under an Insurance Certificate.

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## Guarantor

The individual or organisation shown in the **Tenancy Agreement** and has received a **Tenant Reference** and signed a financial guarantee of the **Tenant's** performance of his obligations under the **Tenancy Agreement**.

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**Insured**

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The **Landlord** shown in the Insurance Schedule and on the **Tenancy Agreement** who has paid the premium and been declared to Arc by RGA Underwriting Ltd. If the Insured dies, his personal representatives will be covered to pursue cases covered by this insurance on behalf of the Insured that arose prior to the Insured's death.

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**Insured Event**

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An incident or the first of a series of incidents where the **Tenant(s)** fails to perform his obligations set out in the **Tenancy Agreement** relating to the rightful occupation of the **Insured Property**. Only one **Insured Event** shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time under the **Tenancy Agreement**.

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**Insured Property**

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The property shown in the Insurance Schedule and the **Tenancy Agreement**.

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**Insurers**

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AmTrustEurope Limited located at 10th Floor Market Square House, St James' Street, Nottingham, NG1 6TG

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**Maximum Amount Payable**

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The maximum payable in respect of an **Insured Event**.

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**Period of Insurance**

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The **Period of Insurance** declared to and accepted by **Us**, which runs concurrently with the period of the underlying insurance policy to which this legal expenses insurance attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.

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**Legal Action**

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The pursuit of civil legal cases for damages or injunctions against the **Tenant(s)** or **Guarantor** for repossession of the **Insured Property** and the recovery of costs within the **Territorial Limits** arising from an **Insured Event**.

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**Rent**

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The monthly amount payable by the **Tenant(s)** to the Insured as set out in the **Tenancy Agreement**.

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**RGA Underwriting Ltd**

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RGA Underwriting have arranged this Insurance on behalf of AmTrust Limited, and are located at 27 Great West Road, Brentford, London TW8 9BW.

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**Tenancy Agreement**

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A **Tenancy Agreement** between the Insured and the **Tenant(s)** in relation to the **Insured Property** which is:

- (a) an Assured Shorthold **Tenancy Agreement** as defined within the Housing Act 1988 (as amended) or its equivalent outside of England and Wales but within the **Territorial Limits**, or
- (b) a Company Residential Tenancy (Company Let) created after 28th February 1997 where the **Tenant** is a public limited company (plc) or limited company (Ltd) or its equivalent outside of England and Wales but within the **Territorial Limits** and the **Insured Property** is let purely for residential purposes of the **Tenant's** employees and their family, 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 or its equivalent outside of England and Wales but within the **Territorial Limits**.

The initial **Tenancy Agreement** must be for a fixed term of no more than 12 months which is:-

- i) Appropriate for the tenancy; and
- ii) Where relevant, signed and independently witnessed by the Insured, the **Tenant(s)** and if recommended as part of the **Tenant Reference**, the **Guarantor**; and
- iii) Free from any unreasonably restrictive covenants

The initial **Tenancy Agreement** must be for a fixed term of no more than 12 months or if longer, must contain a break clause allowing both parties to terminate the tenancy after the first 12 months.

## Tenant

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The occupier of the **Insured Property** named in the **Tenancy Agreement** as the **Tenant** who has received a **Tenant Reference** confirming that he/she can, solely or jointly with another **Tenant** or other **Tenants**, afford to cover the cost of the **Rent** in full.

## Tenant Reference

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A full profile reference for the **Tenant(s)** and/or **Guarantor** clearly indicating a 'Pass' and recommendation to 'Proceed', obtained from an RGA approved **Tenant** Referencing Company.

Where the **Period of Insurance** started on or before the start of the **Tenancy Agreement**, Working **Tenant(s)** can be subject to: a credit check obtained from a licensed credit referencing company showing no CCJ's or Bankruptcies and that the person has been confirmed as a resident at the addresses searched; a copy of a photographic identification; a copy of supporting identification, which can be a utility bill, bank statement, birth certificate, payment slip or letter from the Inland Revenue or other government body & a written employers' reference on company letter headed paper, confirming the **Tenant's** permanent and current employment and that their gross monthly salary is at least a multiple of 2.5 of the **Tenant's Rent**.

## Territorial Limits

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England, Scotland & Wales.

# Cover

The Insured is only covered for the specific Section of Cover shown as operative in the Insurance Schedule.

## Section 1

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The Insured is covered for **Advisers' Costs** in **Legal Action** up to the **Maximum Amount Payable** if an **Insured Event** occurs during the **Period of Insurance** and the amount in dispute exceeds £250 including VAT.

## Section 2

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The Insured is covered for **Rent** arrears owed by the **Tenant(s)** under the **Tenancy Agreement** during the **Period of Insurance** and up to the **Maximum Amount Payable**, where an **Insured Event** occurs and the Insured is, where appropriate, pursuing **Legal Action** under this Insurance Certificate.

A full month's **Rent** must be in arrears after deduction of the Excess; unless otherwise noted on the policy certificate and statement of fact that no excess applies to the policy.

**Rent** is only payable during the Insured Period and for up to 6 months or to the end of the tenancy period if notice had been issued to bring the tenancy period to an end before the **Insured Event** occurred, whichever happens sooner and whilst the **Tenant** (including any unauthorised occupants) remains in occupation of the **Insured Property**. For the purposes of this clause the **Tenancy Agreement** shall be deemed to continue until vacant possession, if the only reason it has been brought to an end earlier than originally intended is as a result of the **Tenant's** breach of the **Tenancy Agreement**.

The Claim must be made during the **Period of Insurance**.

# Maximum Amount Payable

## Section 1

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Up to £25,000 of **Advisers' Costs** per Claim.

## Section 2

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The monthly **Rent** shown in the **Tenancy Agreement** and the Insurance Schedule up to a maximum of £3,000 per month. The maximum **Rent** payable per Claim is £18,000 or the equivalent of six month's **Rent**, whichever is the lesser amount.

# Excess

## Section 1

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No excess

## Section 2

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An amount equal to one month's **Rent**; unless otherwise noted on the policy certificate and statement of fact that no excess applies to the policy.

# Exclusions specific to the performance of the Tenancy Agreement

## 1 An insured event:

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- Which is not reported to RGA Underwriting, AmTrust Limited or Arc within 45 days of it occurring;
- Claims cannot be paid for **insured events** that occur within the first 90 days of the period of insurance, when the period of insurance commenced more than 14 days after the start of new **Tenancy Agreement**;
- Where the Insured fails to provide evidence relating to a **Tenant Reference**;
- Arising from or connected to the Insured's performance of his obligations under the **Tenancy Agreement**;
- Arising from dilapidations unless the missing or damaged items were contained within the **Dilapidations Inventory**;
- Where the amount in dispute is less than £250 including VAT;
- Falling within the jurisdiction of the **Rent** Assessment Committee, the Lands Tribunal or the Leasehold Valuation Tribunal;

- Relating to the payment or non payment of service charges as defined within the **Landlord and Tenant Act 1985** (as amended).

## 2 A claim:

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Where there are insufficient prospects of success in the **Legal Action** due to the terms of the **Tenancy Agreement** being unenforceable;

- Arising from a dispute between the Insured and his agent or mortgage lender.

## Conditions relating to the Tenancy Agreement

### 1. The Insured Property

- The **Insured property** must be residential and remain solely for residential use.

### 2. The Tenant(s)

- The **Tenant(s)** must be aged 18 years or over.

### 3. The start of the Tenancy Agreement

- The Insured or his agent must not allow the **Tenant(s)** into possession of the **Insured Property** until:
  - a) The **Tenancy Agreement** has been signed by all parties;
  - b) All necessary statutory pre-grant notices to the **Tenant(s)** have been issued;
  - c) The first months **Rent** and the **Deposit** have been received in cash or cleared funds;
  - d) The **Dilapidations Inventory** has been signed by the **Tenant(s)**.

### 4. Period of Insurance

- A Reference for the **Tenant(s)** must be obtained prior to the start of the **Tenancy Agreement** and/or the **Period of Insurance**.

### 5. During the Tenancy Agreement

- The Insured or his agent must:
  - a) Keep full and up to date rental records;
  - b) Not allow the **Tenancy Agreement** to be transferred to any other individual or organisation.

### 6. Policy cover

- This policy will apply to one **Tenancy Agreement** and covers up to 5 **Tenants**.

## Conditions specific to Section 2. Rent Protection

1. **Rent** will be paid in accordance with the above and monthly in arrears at a rate of 1/30th for each continuous day that it is in arrears.
2. One full month's **Rent** must be in arrears after deduction of the Excess; unless otherwise noted on the policy certificate and statement of fact that no excess applies to the policy.
3. If the **Tenant(s)** is claiming Housing Benefit, **Rent** will not be paid until the outcome of the Housing Benefit claim is known. If the **Tenant's** Housing Benefit claim is rejected, **Rent** will be paid under the Insurance Certificate backdated to the date that the Insured could first Claim. There is no cover under the Insurance Certificate for any shortfall between the amount paid to the **Tenant(s)** as Housing Benefit and the **Rent**.
4. If the **Deposit** is more than the Excess, the cover under the Insurance Certificate will pay **Rent** arrears after deduction of the balance of the **Deposit**. If the balance of the **Deposit** is subsequently required to meet the cost of dilapidations, this will be paid to the Insured.

## General Exclusions

### 1. There is no cover where:

- The **Insured Event** began to occur or had occurred before the Insured purchased or renewed this Insurance;
- The Insured should reasonably have realised when purchasing or renewing this Insurance that a claim under this Insurance might occur;
- The Insured fails to give proper and prompt information or evidence to RGA, AmTrust Limited or Arc;
- The Insured's act, omission or delay prejudices RGA, Arc or AmTrust Limited's position in connection with the **Legal Action** or prolongs the length of the **Rent** Claim;
- The Insured acts without or contrary to the advice or agreement of AmTrust Limited or the **Adviser**;
- The Insured has breached a Condition of this Certificate of Insurance;
- **Advisers' Costs** have not been agreed in advance or are above those for which RGA or AmTrust Limited has given its prior written approval.
- **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.

### 2. There is no cover for any claim arising from:

- Works undertaken or to be undertaken by or under the order of any government or public or local authority including compulsory purchase;
- Subsidence, mining or quarrying activities;
- War, riot, radioactive contamination, nuclear accident and similar risks;
- Planning law including Town and Country Planning;
- The construction of or structural alteration to buildings;
- Defamation or malicious falsehood. Divorce, matrimonial matters or **legal action** including ancillary relief, parental responsibility and contact, or affiliation;
- An application for Judicial Review;



- A novel point of law.

### 3. There is no cover:

- For **Advisers' Costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party;
- For damages, interest, fines or costs awarded in criminal courts or any other penalties;
- Where the Insured has other legal costs Insurance cover;
- For claims made by or against RGA, AmTrust Limited, a **Tenant Reference** company or Arc;
- For appeals without the prior written consent of Arc or AmTrust Limited;
- For disputes in relation to the sale, purchase or adverse possession of the **Insured Property**;
- Prior to the issue of court proceedings, for the costs of any legal representative other than those of the **Adviser** unless expressly agreed by Arc or AmTrust Limited. Such agreement is entirely at Arc or AmTrust Limited's discretion;
- Where the Claim is false, fraudulent or arises from a criminal act or omission of the insured;
- If the Insured or his agent gave any false or misleading information when he applied for the **Tenant Reference** or for this Insurance cover;
- Where the **Tenant(s)** received a **Tenant Reference** subject to a **Guarantor** and the **Guarantor** was not correctly assigned to the **Tenancy Agreement**.

### 4. Contracts (Rights of Third Parties) Act 1999

- A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

## General Conditions

### 1. Cancellation

- The Insured may cancel this Insurance at any time by writing to and providing fourteen days written notice to RGA Underwriting. Cancellation of **your** policy within 14 days, from inception, is therefore subject to a full refund.
- After 14 days, cancellation of **your** Insurance Policy will be subject to the normal terms and conditions of the policy; however, there is no refund of premium allowable.
- RGA Underwriting or Arc may cancel the insurance by giving 14 days' notice in writing to the Insured at the address shown on the schedule, or alternative address provided by the Insured. No refund of premium shall be made. This right to cancel will only be invoked in exceptional circumstances as a result of the Insured behaving inappropriately, for example:
- Where Arc has a reasonable suspicion of fraud
- The Insured uses threatening or abusive behaviour or language or intimidation or bullying of Arc's staff or suppliers

### 2. Claims

- The Insured must notify claims as soon as possible, but in any event within 45 days of the Insured Incident, by completing and returning and complete the claim form and all supporting documents requested, to ARC.
- If **Rent** is overdue the **Tenant(s)** must be contacted within 7 days to establish the reason for the default. If the **Rent** is not paid within a further seven days the **Tenant(s)** must be contacted again. If the **Tenant(s)** cannot be contacted, and it is lawful to do so, the Insured or his agent must serve notice of a requirement to undertake an inspection in accordance with the Insured's obligations within the **Tenancy Agreement** and visit the **Insured Property**. The Insured or his agent should seek legal advice if he is unsure that such an inspection is lawful. Contact with the **Tenant(s)** and **Guarantor** should be in written or traceable communication.
- The Insured and his agent must act promptly to gain vacant possession of the **Insured Property** and recover **Rent** arrears.
- In the event of a Claim the Insured or his agent must prepare a detailed schedule of dilapidations as soon as reasonably possible after the **Tenant(s)** has vacated the **Insured Property**.
- The Insured and/or his agent will attend any court hearing in relation to an **Insured Event** if requested to do so by Arc or the **Adviser**. Failure to attend will result in all cover under this Insurance Certificate being withdrawn with immediate effect and no further Claim payments being made.
- Arc may investigate the claim and take over and conduct the **Legal Action** in the Insured's name. Subject to the Insured's consent which shall not be unreasonably withheld, Arc may reach a settlement of the **Legal Action**.
- The Insured must supply, at his own expense, all of the information which Arc reasonably requires to decide whether a claim may be accepted. If Court Proceedings are required and the Insured wishes to nominate an alternative legal representative to act for him he may do so. Replace with:
- The **Adviser** must represent the Insured in accordance with Arc's standard conditions of appointment available on request.
- The **Adviser** will:
  - a) Provide a detailed view of the Insured's prospects of success including the prospects of enforcing any judgement obtained;
  - b) Keep Arc fully advised of all developments and provide such information as Arc may require;
  - c) Keep Arc regularly advised of **Advisers' Costs** incurred;
  - d) Advise Arc of any offers to settle and payments in to court. If, contrary to Arc's advice, such offers or payments are not accepted, there shall be no further cover for **Advisers' Costs** unless Arc agrees in its absolute discretion to allow the case to proceed;
  - e) Submit bills for assessment or certification by the appropriate body if requested by Arc;

- f) Attempt recovery of costs from third parties.
  - In the event of a dispute arising as to **Advisers' Costs**, Arc may require the Insured to change **Adviser**.
  - AmTrust Limited shall only be liable for costs for work expressly authorised by Arc in writing and undertaken while there are reasonable prospects of success. The Insured shall supply all information requested by the **Adviser** and Arc.
  - The Insured is liable for any **Advisers' Costs** if he withdraws from the **Legal Action** without Arc's prior consent. Any costs already paid by Arc will be reimbursed by the Insured.
  - Arc, on behalf of AmTrust Limited has the right under subrogation to pursue **Legal Action** against the **Tenant(s)** to recover **Advisers' Costs** and **Rent**.
  - Any monies recovered from the **Tenant** or **Guarantor** will be retained by Arc to pay for any **Adviser's Costs** or **Rent** that has been paid by Underwriters under this insurance. Any monies recovered from the **Tenant** or **Guarantor** will be retained by Arc to pay for any **Adviser's Costs** or **Rent** that has been paid by Underwriters under this insurance.
- 3. Disputes**
- Any dispute between the Insured and RGA, AmTrust Limited shall be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.
- 4. Renewals**
- Neither RGA, Arc or AmTrust Limited is bound to give notice when this policy becomes due for renewal.
- 5. Re-referencing at Renewal**
- If the **Tenant(s)**'s circumstances have changed from those provided at the start of the **Tenancy Agreement** and when the initial **Tenant** Referencing was completed, or there has been a breach of the **Tenancy Agreement** by the **Tenant(s)**, then the Insured must complete a new reference on the **Tenant(s)** and **Guarantor**.
- 6. Disclosure Breach**
- If **You** fail to disclose relevant information or **You** disclose false information in relation to this policy, **We**, or the broker, may:
    - a) Cancel the contract and keep the premiums if the **Disclosure Breach** is deliberate or reckless
    - b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **Disclosure Breach** been known
    - c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **Disclosure Breach** been known
    - d) Proportionately reduce the amount **You** are entitled to in the event of a successful claim if a higher premium would have been charged had the **Disclosure Breach** been known
- 7. Fraud**
- In the event of fraud, **We**:
    - a) Will not be liable to pay the fraudulent claim
    - b) May recover any sums paid to **You** in respect of the fraudulent claim
    - c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**
    - d) Will no longer be liable to **You** in any regard after the fraudulent act.
- 8. Prospects of Success**
- At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a 51% or greater chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:
    - a) Being able to recover the amount of money at stake
    - b) Being able to enforce a judgement
    - c) Being able to achieve an outcome which best serves **Your** interests
- 9. Proportionality**
- **We** will only pay **Advisers' Costs** that are proportionate to the amount of damages that **You** are claiming in the **Legal Action**. **Advisers' Costs** in excess of the amount of damages that **You** are able to claim from **Your** opponent will not be covered.
- 10. English Law**
- This contract is governed by English Law and the language for contractual terms and communication will be English.
- 11. Language**
- The language for contractual terms and communication will be English.
- 12. Change in law**
- Cover under this policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

## Claims

Claims must be notified to the Claims Line within 45 days of the **Insured Event**. Failure to notify the claim within this time will invalidate the Insurance cover.

If **Rent** is overdue the **Tenant(s)** and any **Guarantor** must be contacted within 7 days to establish the reason for the arrears. If the **Rent** is not paid within a further seven days the **Tenant(s)** and any **Guarantor** must be contacted again. If the **Tenant(s)** can not be contacted, and it is lawful to do so, the Insured or his agent must serve notice of a requirement to undertake an inspection in accordance with the Insured's obligations within the **Tenancy Agreement** and then visit the **Insured Property**. The Insured or his agent should seek legal advice if he is unsure that such an inspection is lawful. Contact with the **Tenant(s)** and **Guarantor** should be in written or traceable communication.

## Rent

**Rent** is paid one month in arrears within 21 days from the end of the monthly period due and equal to 1/30th of each continuous day the **Tenant(s)** is in arrears. **Rent** will be paid equal to the monthly arrears up to a maximum of £3,000 per month for up to six months or £18,000, whichever is the lesser amount. **Rent** will only be paid whilst the arrears occur during the **Period of Insurance**, the period of the **Tenancy Agreement**, and whilst the **Tenant(s)** remains in the **Insured Property**.

## Legal costs

This Insurance only covers legal fees incurred by Arc's panel solicitors or their agents appointed by Arc until court proceedings are issued. If court proceedings are issued, the Insured may nominate another solicitor to act for him.

## Claims line (Reporting a claim)

A claim form can be obtained from:

<http://www.arclegal.co.uk/informationcentre/landlords.php>

Alternatively:

The Insured or his agent should telephone 0344 770 1079 and quote "Rentguard". 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 to Arc along with supporting documentation within forty five days of the **insured event**.

The claims line operates from 09:00 to 17:30 Monday to Friday (exc. Bank Holidays).

## What happens next?

The Claim will be assessed and if accepted and deemed appropriate, an Enquiry Agent will visit the **Tenant(s)** and any **Guarantor**. If the Enquiry Agent is unable to reach an agreement with the **Tenant(s)** to remedy his failure to perform his obligations under the **Tenancy Agreement**, Arc's panel solicitors or their agents will be appointed to act for the Insured in the Claim.

Any **Rent** arrears covered under the Insurance will generally be paid within 21 days from the end of the month they became due. The Insured or his agent will be required to complete a continuation claim form before each **Rent** Claim payment is made.

The Insured or his agent must give all information requested by Arc or the **Adviser** within five days of receiving the request for that information.

The Insured or his 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 Certificate.

# Privacy and Data Protection Notice

## Data Protection

Arc Legal Assistance are committed to protecting and respecting **Your** privacy in accordance with the current **Data Protection Legislation** ("Legislation"). Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit [www.arclegalassistance.co.uk](http://www.arclegalassistance.co.uk)

## How We Use Your Personal Data and Who We Share it With

**We** may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

## Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** notice.

## Disclosure of Your Personal Data

**We** may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

## Your Rights

**You** have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

## Retention

**Your** data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or **our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements. If **You** have any questions concerning **Our** use of **Your** personal data, please contact **The Data Protection Officer, please see website for full address details.**

# Customer care & complaints procedure

**Our** aim is to get it right, first time, every time. If **we** make a mistake, **we** will try to put it right promptly. **We** will always confirm to **you**, within five working days, that **we** have received **your** complaint, and do **our** best to sort out the problem within four weeks. If **we** cannot, **we** will let **you** know when **you** can expect the answer.

If **you** are unhappy with any aspect of the service provided by Rentguard, please contact the Underwriting Director:

Rentguard Limited  
27 Great West Road  
Brentford  
London  
TW8 9BW

If **you** are still unhappy with any aspect of the service provided by Rentguard, Arc Legal Assistance, Arc's panel solicitors or any other **Adviser** or agent appointed to act for **you** under this Insurance, please contact the General Manager at AmTrust Europe Limited, 10th Floor, Market Square House, St. James's Street, Nottingham, NG1 6FG.

If **we** have not sorted out **your** problem within eight weeks and **you** remain dissatisfied **you** may then approach the Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

Rentguard's insurance is specifically designed to meet the growing demands of landlords and tenants in the residential & commercial lettings market.

Ask about **our** full range of Rentguard products & services:

RESIDENTIAL LANDLORD INSURANCE  
OWNER OCCUPIER INSURANCE  
BUILDINGS & CONTENTS INSURANCE  
COMMERCIAL PROPERTY INSURANCE

TENANTS CONTENTS INSURANCE  
TENANT REFERENCING SERVICES  
LEGAL EXPENSES & RENT GUARANTEE  
REFERENCE PLUS

Rentguard Limited is authorised and regulated by the Financial Conduct Authority No. 670126

