

Policy Terms & Conditions



Legal Expenses - Property Disputes



Legal Expenses – Property Disputes

This Insurance provides legal expenses for property owners and is available as an additional cover; **your** certificate and statement of fact will include this cover if **you** have chosen it.

Insurance certificates and statement of facts are processed and issued by Rentguard Ltd, authorised and regulated by the Financial Conduct Authority.

This insurance is underwritten by AmTrustEurope and administered by Arc Legal Assistance Limited.

If **you** make 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 advisers' fees; unless **legal action** are issued or a conflict of interest arises. Where, following the start of **legal action** or a conflict of interest arising, **you** want to use an adviser 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 under this policy must be reported to **us** within 180 days of the **insured event**. Notification will only be deemed to have been made upon receipt, by **us**, of a fully completed claim form accompanied with all requested supporting documentation. Failure to notify the claim within this time will invalidate the insurance. Property disputes must have started at least 180 days after cover starts.

The insurance covers **advisers' costs** up to the **maximum amount payable** where:

- a) The **insured event** takes place within the **insured period** and within the **territorial limits**;
and
- b) The **legal action** take place within the **territorial limits**.

Important Conditions

If **your** 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 more than a 50% 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

50% 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:

Adviser

Our panel solicitors or their agents appointed by **us** to act for **you**.

Advisers' Costs

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

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**.

Disclosure Breach

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

Identity Fraud

A person or group of persons knowingly using a means of identification belonging to **you** without **your** knowledge or permission with intent to commit or assist another to commit an illegal act.

Insured Event

The incident or the first of a series of incidents which may lead to a claim under this insurance. 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.

Insured Property

The building/home/private dwelling shown in the insurance certificate and declared to **insurers**.

Insurers

AmTrustEurope Limited

Legal Action

The pursuit of civil legal cases for damages or injunctions and the defence of criminal prosecutions.

Maximum Amount Payable

The maximum amount payable in respect of an **insured event**.

Policy Excess

The amount that **you** are required to pay towards any claim.

Period of Insurance

The period of insurance shown in the insurance certificate.

Property Owner

You, being the person who partly or wholly owns the **insured property**, as shown in the policy certificate or statement of fact.

Standard Advisers' Costs

The level of **advisers' costs** that would normally be incurred in using a nominated **adviser** of **our** choice.

Territorial Limits

England, Northern Ireland, Scotland and Wales.

We, Us/Our

Arc Legal Assistance Limited who administer claims under this insurance on behalf of the **insurers**.

You/Your

The individual or organisation shown in the insurance certificate as the policyholder who has paid the premium and been declared to **insurers**. If **you** die, **your** personal representatives will be covered to pursue cases covered by this insurance, on **your** behalf, that arose prior to **your** death.

Cover

The insured is only covered for the specific section of cover shown as operative in the insurance certificate.

Section 1

You are covered for **advisers' costs** to pursue:

Legal action for nuisance or trespass against the person or organisation infringing **your** legal rights in relation to the **insured property**.

The nuisance or trespass must have commenced at least 180 days after **you** first purchased this insurance.

There is no cover for any matter arising from a dispute relating to a tenancy agreement or any other lease or licence to occupy property or land.

Section 2 (This section is only applicable to let properties)

You are covered for **advisers' costs** to defend Criminal Prosecutions brought against **you** in relation to the **insured property** under:

- a) The Gas Safety (Installation and Use) Regulations 1994*;
- b) The Furniture and Furnishings (Fire) (Safety) Amendments Regulations 1993*;
- c) The Electrical Equipment (Safety) Regulations 1994*.

*And later amending regulations or their equivalent outside of England and Wales but within the **territorial limits**.

You must take all reasonable steps to comply with the regulations and keep evidence of compliance.

Section 3

In respect of **insured event** arising from **identity fraud**, **you** are covered for **advisers' costs** to defend **your** legal rights and/or take reasonable steps to remove County Court Judgments against **you** that have been obtained by an organisation that **you** allege to have purchased, hired or leased goods or services from. Cover is only available if **you** deny having entered into the contract and allege **you** have been the victim of **identity fraud**.

Maximum Amount Payable

£25,000 for any one claim.

Policy Excess

£Nil, if **our** panel solicitors are used. However, if **you** appoint **your** own solicitor, then the first, £250 will apply as an excess.

General Exclusions

1. There is no cover:

- a) Where **your** act, omission or delay prejudices **your** or the **insurers'** position in connection with the **legal action** or prolongs the length of the claim;
- b) Arising from a dispute between **you** and **your** agent or mortgage lender;
- c) Where the **insured event** began to occur or had occurred before **you** first continuously purchased this insurance;
- d) Where **you** should have realised when purchasing this insurance that a claim under this insurance might occur;
- e) Where **you** fail to give proper or the correct information to **us** or to the **adviser**;
- f) Where **your** act or omission prejudices **yours** or the **insurers'** position in connection with the **legal action**;
- g) Where **you** have breached a condition of this insurance;
- h) Where **advisers' costs** have not been agreed in advance or are above those for which **we** have given **our** prior written approval;
- i) For the amount of **advisers' costs**, in excess of **our standard advisers' costs**, where **you** have decided to use an **adviser** of **your** own choice;
- j) Where an estimate of **your advisers' costs** of acting for **you** is more than the amount in dispute;
- k) For any claim which is not submitted to **us** within 180 days of the **insured event** occurring;
- l) For **advisers' costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party;
- m) For damages, interest, fines or costs awarded in criminal courts;
- n) Where **you** have other legal costs insurance cover;
- o) For claims made by or against Rentguard, the **insurers**, the **adviser** or **us**;
- p) For appeals without **our** prior written consent;
- q) Prior to the issue of **legal action** or unless a conflict of interest arises, for the costs of any legal representative other than those of the **adviser**.

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 **legal action** including ancillary relief, parental responsibility and contact or affiliation;
- f) Any venture for gain or business project of **your's** other than in relation to **your** activities as a property owner;
- g) A dispute between persons insured under this policy;
- h) An application for Judicial Review;
- i) A novel point of law.

3. 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.

*And any amended legislation

Conditions

1. Cancellation

You may cancel this insurance at any time by writing to and providing fourteen days written notice to Rentguard. Cancellation of **your** policy within 14 days, from inception, is therefore subject to a full refund.

After these 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.

Rentguard, AmTrustEurope Limited or Arc may cancel the insurance by giving fourteen days notice in writing to **you** at **your** last known address.

No refund of premium shall be made.

This right to cancel will only be invoked in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- a) Where **We** have a reasonable suspicion of fraud
- b) **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
- c) Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information

2. Claims

- a) **You** must report claims as soon as reasonably possible, but in any event within 180 days of the **insured event**, by completing and submitting the claim form with all relevant information;
- b) **You** and/or **your agent** must attend any court hearing, in relation to an **insured event**, if requested to do so by **us** or the **adviser**. Failure to attend will result in all cover under this insurance being withdrawn with immediate effect and no further claim payments being made;
- c) **We** may investigate the claim and take over and conduct the **legal action** in **your** name. Subject to **your** consent (which shall not be unreasonably withheld), **we** may reach a settlement of the **legal action**;
- d) **You** must supply, at **your** own expense, all of the information which **we** reasonably require to decide whether a claim may be accepted. If **legal action** is required or a conflict of interest arises, and **you** wish to nominate an alternative adviser to act for **you**, **you** may do so. Where **you** have elected to use an adviser of **your** own choice, **you** will be responsible for any **advisers' costs** in excess of **our standard advisers' costs**. The adviser must:
 - Confirm in writing that he will enable **you** to comply with his obligations under this insurance;
 - Agree with **us** the rate at which his costs will be calculated. If no agreement is reached, the Law Society will be asked to nominate an adviser and this nomination shall be binding;
 - Represent **you** in accordance with **our** standard conditions of appointment;
- e) The adviser will:
 - Provide a detailed view of **your** prospects of success including the prospects of enforcing any judgment obtained;
 - Keep **us** fully advised of all developments and provide such information as **we** may require;
 - Keep **us** regularly advised of **advisers' costs** incurred;
 - Advise **us** of any offers to settle and payments in to court, submit bills for assessment or certification by the appropriate body if requested by **us**;
 - Attempt recovery of costs from third parties;
 - Submit bills for assessment or certification by the appropriate body if requested by **us**;
- f) In the event of a dispute arising as to **advisers' costs**, **we** may require **you** to change adviser;
- g) **Insurers** shall only be liable for costs for work expressly authorised by **us** in writing and undertaken

while there are reasonable prospects of success;

- h) **You** shall supply all information requested by the **adviser** and **us**;
- i) **You** are liable for any **advisers' costs** if **you** withdraw from the **legal action** without **our** prior consent. Any costs already paid by **us** will be reimbursed by **you**.

3. Disputes

Any dispute between **you** and **us** 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.

**And any amended legislation*

4. 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

5. 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.

6. 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 more than 50% 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

7. English Law

This contract is governed by English Law.

8. Language

The language for contractual terms and communication will be English.

9. 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.

Privacy and Data Protection Notice

1. 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

2. 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.

3. 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.

4. 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 bureaux, 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.

5. 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.

6. 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 Service

Rentguard Ltd, AmTrust Europe Limited and **us**, aim to get it right, first time, every time. If **we** make a mistake, **we** will try to put it right promptly.

If **you** are unhappy with the service that has been provided please contact Rentguard Customer Services Manager:

27 Great West Road
Brentford
London
TW8 9BW
Tel 020 8587 1060
Fax 020 8587 1061
Email info@rentguard.co.uk

You can also contact **us** at the address below. **We** will always confirm to **you**, within five working days, that **we** have received **your** complaint. Within four weeks **you** will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within eight weeks **you** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided. After eight weeks, if **you** are not satisfied with the reasons for the delay, **you** may refer **your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **you** cannot settle **your** complaint with **us**.

Our contact details are:

Arc Legal Assistance
PO Box 8921
Colchester CO4 5YD
Tel 01206 615000
Email complaint.info@financial-ombudsman.org.uk

The Financial Ombudsman Service contact details are:

Exchange Tower
London E14 9SR
Tel 08000 234 567
Email complaint.info@financial-ombudsman.org.uk

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). If **We** fail to carry out **Our** responsibilities under this policy, **You** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.org.uk or by phone on 0800 678 1100 or 020 7741 4100

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is underwritten by AmTrust Europe Limited.

Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG,

Registered Number: 1229676.

AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at www.fca.org.uk.

Telephone legal advice line

Use the 24 hour advisory service for telephone advice on any legal problem of concern to **you** in connection with the **insured property**.

Specialist lawyers are at hand to help **you**. If **you** need a lawyer to act for **you** and **your** problem is covered under this insurance, the advice line will ask **you** to complete a claim form. If **your** problem is not covered under this insurance, the advice line may be able to offer **you** assistance under a private funding arrangement.

Simply telephone *0344 770 1044* and quote "Rentguard Legal Expenses - Property Disputes".

In order to maintain quality service, telephone calls may be monitored or recorded.

To make a claim

Claims must be notified to the Claims Line within 180 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 **our** panel solicitors or their agents appointed by **us** until court **legal action** are issued. If court **legal action** are issued or a conflict of interest arises, **you** may nominate another solicitor to act for **you**.

As soon as **you** have a legal problem that **you** may require assistance with under this insurance, **you** should telephone the legal advice line.

In general terms, **you** are required to immediately notify **us** 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 legal advice line for assistance.

Claims Line

You should telephone *0344 770 1044* and quote "Rentguard Legal Expenses - Property Disputes".

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 calls may be recorded.

Claim forms can also be obtained from:

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

What happens next:

Our panel solicitors or their agents will be appointed to act for **you**.

You or **your** agent must give all information requested by **us** or the **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.

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 **TENANTS CONTENTS INSURANCE**
OWNER OCCUPIER INSURANCE **TENANT REFERENCING SERVICES**
BUILDINGS & CONTENTS INSURANCE **LEGAL EXPENSES & RENT GUARANTEE**
COMMERCIAL PROPERTY INSURANCE **REFERENCE PLUS**

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



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