

Policy Terms & Conditions



Commercial Legal Expenses & Rent Guarantee Insurance

Tenant Referencing is a requirement of this policy



AmTrust
FINANCIAL

COMMERCIAL 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 or by contacting them on 0300 500 0597.

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 advisers' fees unless it becomes necessary to start court proceedings 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.

Insured Events must be **reported to Us within 45 days** of the **Insured Event**. Notification will only be deemed to have been made upon receipt by Us of a fully completed claim form. Failure to notify the **Insured Event** to **Us** within this time will invalidate the insurance.

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 'General Conditions' section below and should be read carefully. Some 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 **Legal Costs and Expenses** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Legal Costs and Expenses** 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 Fair Presentation

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 in bold appear within this insurance policy they will have the following meaning:

Adviser

Our panel solicitors, or their agents, or other appropriately qualified person, firm or company appointed by the **Insurer** to act for You, or, and subject to the **Insurer's** agreement as to **Your** choice of legal adviser, where negotiations to settle have broken down and **Legal Action** is about to be issued, another legal adviser nominated by **You**.

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**.

Deposit

The sum of money equal to a minimum one month's **Rent** collected from the **Tenant** in respect of a **Tenancy Agreement** to which it applies and held by **You** or **Your** agent as an indemnity for losses incurred by **You** arising from the **Tenant** failing to perform their obligations set out in the **Tenancy Agreement**.

Disclosure Breach

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

Excess

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

Rent Guarantee: An amount equal to one months' rent
All other sections: Nil.

Guarantor

The individual or organisation assigned to the **Tenancy Agreement** that has received a **Tenant Reference** and provided a financial guarantee in the event that the **Tenant** does not perform their obligations under the **Tenancy Agreement**.

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 start of a transaction or series of incidents that results in **Legal Action** which may lead to a claim or claims being made under the terms of this insurance. In criminal cases the **Insured Event** will be the date that **You** commenced or are alleged to have commenced to violate the criminal law in question.

For the purposes of the **Maximum Amount Payable**, only one **Insured Event** will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.

Insured Property

The **Insured Property** shown in the underlying property owners insurance schedule to which this policy attaches and as declared to and accepted by **Us** for which the insurance premium has been paid.

Insurers

AmTrust Europe Limited.

Legal Action

Civil or criminal proceedings or appeals arising from them brought in the **Territorial Limits**.

Legal Costs and Expenses

Reasonable un-recovered fees and disbursements properly and necessarily incurred by the **Adviser** with **Our** prior written authority and any costs incurred by a third party, on the standard basis of any **Legal Action**, for which **You** may be made liable by order of a court or by agreement.

Legal Helpline

The service provided by **Our** panel solicitors on **Our** behalf which enables **You** to obtain advice on any legal or taxation matter which may give rise to a claim under this insurance.

Maximum Amount Payable

The maximum sum payable by **Us** under a section of cover after calculating all **Legal Costs and Expenses** and **Rent** incurred in **Legal Action** in respect of an **Insured Event** is as follows:

Rent Guarantee: £4,000 per month up to a maximum of £10,000 or 6 months, whichever is the lesser amount;

All other sections: £100,000

Period of Insurance

The period of cover declared to and accepted by **Us** for which the insurance premium has been paid which runs concurrently with the period of the underlying property owners' policy.

Rent

The amount of **Rent** shown in the **Tenancy Agreement** payable by the **Tenant**.

Standard Professional Costs and Expenses

The level of **Legal Costs and Expenses** that would normally be incurred by **Us** in using a **Adviser** of **Our** choice.

Tenancy Agreement

The written terms of agreement between **You** and **Your Tenant** concerning the lease of the **Insured Property** for commercial use which must be compliant with the Landlord and **Tenant** Act 1954 (Part 2).

Tenant

The organisation, company or individual named in the **Tenancy Agreement** as the **Tenant** and who has received a **Tenant Reference** confirming that they can, solely or jointly with another **Tenant** or other **Tenants**, afford to cover the cost of the **Rent** in full.

Tenant Reference

For residential Tenants

A credit check against the **Tenant** and any **Guarantor** obtained from a licensed credit referencing company showing no County Court Judgments in the past three years and no outstanding County Court Judgments, together with copies of two forms of identification, one of which must contain a photograph, and a written employers' reference on company letter headed paper confirming their permanent and current employment and that their gross monthly salary is at least a multiple of 2.5 of the **Tenant's Rent**. If all of the above are not available, a full **Tenant Reference** showing a pass on the **Tenant** and **Guarantor** must be obtained from one of **Our** approved tenant referencing companies. Details of these companies are available online at <http://www.arclegal.co.uk/informationcentre/index.php>.

For commercial Tenants

A full comprehensive referencing check showing a pass on the **Tenant** and **Guarantor** must be obtained from one of **Our** approved tenant referencing companies.

Details of **Our** approved tenant referencing companies are available online at <http://www.arclegal.co.uk/informationcentre/index.php>

Territorial Limits

United Kingdom.

We/Us/Our/Ourselves

Arc Legal Assistance Limited administering this insurance on behalf of the **Insurers**.

You/Your

The person(s), company or companies or organisation(s) shown in the receipt provided by **Rentguard** and as the Landlord in the **Tenancy Agreement** and as declared to and accepted by **Us** for which the insurance premium has been paid. Any company insured under this contract must be registered in the United Kingdom.

Cover

This insurance provides an indemnity in respect of Legal Costs and Expenses and Rent (if You have selected this additional section of cover) up to the Maximum Amount Payable where:

- a) **the Insured Event occurs during the Period of Insurance and is notified to Us within 45 days of occurrence; and**
- b) **the Insured Event and Legal Action takes place within the Territorial Limits**

Section 1. Tenant Eviction

What is insured

Legal Costs and Expenses incurred by **You** in a **Legal Action** to evict a **Tenant** who is in breach of the **Tenancy Agreement**.

What is not insured

1. An **Insured Event** where
 - a) There was no written **Tenancy Agreement** in place prior to the **Tenant** being allowed possession of the **Insured Property** or where the terms of the **Tenancy Agreement** are unenforceable.
 - b) **You** are in breach of the terms of the **Tenancy Agreement** or the **Tenant** is pursuing a case against **You** which has prospects of succeeding.
 - c) Where the terms of the **Tenancy Agreement** have not been guaranteed by a **Guarantor** who is an individual or organisation that has received a **Tenant Reference** and has signed a guarantor agreement assigning them to the obligations of the **Tenancy Agreement**.
 - d) The amount in dispute in relation to a **Tenancy Agreement** falls within the Small Claims Court limit applicable at the date of the **Insured Event**.
 - e) Where **You** are in breach of any rules, regulations or Acts of Parliament relating to the **Deposit**.
 - f) Where **Legal Costs and Expenses** have been incurred as a result of **Your** failure to follow the advice of the **Adviser** or arising from **Your** failure to take any action recommended by **Us** or the **Adviser** to recover possession of the **Insured Property** as promptly as possible.
 - g) Where **You** have allowed the **Tenant** into possession of the **Insured Property** before the **Tenancy Agreement** has been signed by all parties, a **Tenant Reference** has been obtained, the first month's **Rent** and the **Deposit** have been received in cash or cleared funds.
2. **Insured Events**
 - a) Falling within the jurisdiction of the **Rent** assessment committee, the lands tribunal or the leasehold valuation tribunal.
 - b) Relating to:
 - i. the compulsory purchase, placing of restrictions or any other action by the government, public or local authority, or
 - ii. planning law including town and country planning legislation, or
 - iii. the payment or non payment of service charges as defined in the Landlord and Tenant Act 1985 (as amended)
 - c) Arising because a **Tenancy Agreement** is due to end or where the **Insured Event** relates to the renewal of **Tenancy Agreement**.
 - d) Arising from or connected to **Your** performance of **Your** obligations under the **Tenancy Agreement** or where there are insufficient prospects of success in the **Legal Action** due to the terms of the **Tenancy Agreement** being unenforceable.
3. Disbursements incurred by the **Adviser** are not covered in relation to a **Tenancy Agreement** unless **We** have agreed to cover these at **Our** absolute discretion.

Section 2. Non-Tenancy Property Infringement

What is insured

Legal Costs and Expenses incurred by **You** in a **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.

What is not insured

- a) Disputes relating to a **Tenancy Agreement** or any other lease or licence to occupy property or land.

Section 3. Criminal Prosecution

What is insured

You are covered for **Legal Costs and Expenses** to defend a **Legal Action** brought against **You** as a result of a prosecution in a court of criminal jurisdiction where **You** are charged for committing a criminal offence directly and solely arising from **Your** ownership of the **Insured Property**.

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

What is not insured

Claims

- a) Arising from something **You** have done, knowing it to be wrongful or ignoring that possibility
- b) Non-payment of business rates or debts
- c) **Your** tax, VAT or PAYE contributions or returns

Section 4. Rent Guarantee

What is insured

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 claims

- a) Where any of the relevant terms and conditions have not been met by **You** and/or **You** do not have a valid claim under the Tenant Eviction section of cover
- b) Where an **Insured Event** is reported to **Us** more than 45 days of it occurring

Rent is only payable

- a) For up to 6 months¹; or
- b) Whilst the **Tenant** (including any unauthorised occupant) remains in occupation of the **Insured Property**; and
- c) Up to the **Maximum Amount Payable**

General Exclusions

These exclusions are applicable to all sections of cover above.

We will not be liable for:

War and similar risks

Any consequence of

- a) War, invasion, terrorism, piracy, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power.
- b) Confiscation, destruction, requisition, nationalisation or seizure by order of the government or public authority.

Radioactivity

Any expense, directly or indirectly arising from:

- a) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component.

Legal Costs and Expenses incurred

- a) Where the **Insured Event** had commenced or occurred before this insurance started or **You** had prior knowledge or should have previously had prior knowledge before this insurance started that an **Insured Event** may occur.
- b) For the pursuit, continued pursuit or defence of any case if the Insurer considers it unlikely a reasonable settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred.
- c) Where at, or prior to, the start of the first **Period of Insurance**, in **Our** reasonable judgement, **You** should have realised that an **Insured Event** might occur.
- d) Prior to written confirmation from **Us** that **Your** claim under this insurance has been accepted or **Legal Costs and Expenses** beyond those for which **We** have given **Our** prior approval in accordance with the terms and conditions of this insurance.
- e) Where **You** fail to instruct or give proper instructions to **Us** or to the **Adviser** that prejudices **Our** position.
- f) Where **You** are responsible for anything which in **Our** reasonable opinion prejudices success in the prosecution, defence or settlement of the **Legal Action**.
- g) Where **You** fail to provide evidence or information reasonably required by **Us** or the **Adviser** to establish whether support can be provided under this insurance.
- h) Where **You** are responsible for anything which in **Our** reasonable opinion prejudices **Our** position in respect of the **Legal Action**.
- i) Where **You** decide that **You** no longer wish to pursue **Your** case as a result of disinclination. All **Legal Costs and Expenses** incurred up until this stage will become **Your** responsibility.
- j) In respect of the amount in excess of Our **Standard Professional Costs and Expenses**.
- k) Where the **Insured Event** occurs outside of the Territorial Limits.
- l) In Arbitration, Adjudication or Mediation.
- m) By excessive correspondence.
- n) Which are recovered from a third party or third party organisation.
- o) In respect of any case where, but for the existence of this insurance **You** would be entitled to indemnity under any other policy or certificate or, but for a breach or alleged breach, by **You** of the terms of the other policy or certificate.

Insured Events

- a) Arising from any deliberate criminal act or omission by **You**.
- b) Involving prosecutions which allege dishonesty or intentional violence.
- c) Notified to **Us** more than 45 days after the **Insured Event**.
- d) For an application for a judicial review.
- e) Resulting from a **Legal Action** made by or against **You** against or by **Us**.
- f) Directly or indirectly caused by, contributed to, or arising from:
 - i) subsidence or mining or quarrying activities
 - ii) patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements and passing off
 - iii) computer software except operating systems and packaged software that have not been tailored by the supplier to the customer's own requirements
 - iv) the malfunction or failure of any software, stored program, computer, device or system wholly or partly or attributable to a date based event whether occurring before, during or after the year 2000
 - v) actual, planned or proposed works by or under the order of any government or public or local authority
 - vi) planning law including town and country planning legislation
 - vii) the construction of or structural alteration to buildings or parts of buildings
 - viii) libel or slander or malicious falsehood.
- g) Relating to prosecutions arising out of deliberate discrimination amounting to an act of unlawful discrimination.

What is not Insured

- a) Damages, interest, fines or other penalties which **You** are ordered to pay unless provided for in this insurance.
- b) The costs of an appeal are excluded unless **We** have given **Our** prior written consent to such costs being incurred.
- c) The fees of an expert witness without **Our** approval being obtained for the appointment of the expert witness and to the amount of their fees.

- d) Unless all negotiations to settle have broken down and it becomes necessary to start court proceedings, **You** are not covered for the legal costs and disbursements of a firm of solicitors instructed by **You** other than those of **Our** panel solicitors or their agents unless as agreed by **Us**.
- e) **Legal Costs and Expenses** and Rent where **You** act without **Our** consent or contrary to or in a manner different from **Our** advice or that of **Your Adviser**.
- f) Claims made under this insurance which do not arise from and relate to **Your** normal business as a landlord.
- g) Claims made under this insurance which are false or fraudulent.

Conditions

Cancellation

You may cancel this insurance at any time by writing to **Your** insurance adviser providing 14 days written notice. If **You** exercise this right within 14 days of taking out this insurance, **You** will receive a refund of premium provided **You** have not already made a claim against the insurance.

We may cancel the insurance by giving fourteen days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. No refund of premium shall be made.

We will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

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

Appointing an Adviser

- a. At any time before it becomes necessary to start court proceedings **We** will:
 - i. Take over the **Legal Action** and deal with it in **Your** name.
 - ii. Appoint solicitors to act for **You** as an **Adviser**.
- b. If it becomes necessary to start court proceedings:
 - i. **You** can inform **Us** of **Your** choice of **Adviser**. **We** will accept such choice if the **Adviser** confirms in writing that he or she will co-operate with **You** to enable **You** to keep to the terms of this insurance. Where **We** agree to **Your** own choice of **Adviser** this insurance will not cover any amount in excess of **Our Standard Professional Costs and Expenses**.
 - ii. If **We** and **You** cannot agree with **Your** choice of **Adviser**, **You** may suggest another. If **We** still cannot agree upon a suitable **Adviser**, **We** shall ask the Law Society to choose a solicitor to act. Both **We** and **You** must accept their decision.
- c. If **Your Adviser** refuses to continue acting for **You** for reasonable cause or **You** discontinue **Your** instructions then **Our** liability will stop at once unless **We** agree to the appointment of another **Adviser**. Where **You** decide that **You** no longer wish to pursue **Your** case through disinclination, all **Legal Costs and Expenses** incurred up until this stage will become **Your** responsibility.

Conducting a Legal Action

You will instruct the nominated **Adviser** to:

- a. Provide **Us** immediately with an opinion of the prospects of success, an estimate of the total costs likely to be incurred, and details of the charging rate.
- b. To keep **Us** fully and promptly advised of the progress of the **Your** case, of any change in their view of prospects of success and/or their estimate of costs during the **Legal Action**. If they do not comply, all liability under this cover will cease.

We will meet the **Adviser's Legal Costs and Expenses** of dealing with the **Legal Action** which have been agreed in advance by **Us** - both amount and purpose - and as long as prospects of success remain reasonable.

Our right to information

We will have direct access to the **Adviser** at all times and **You** will co-operate fully with **Us** and keep **Us** informed of all material developments. **We** will be entitled to obtain any information, copy document, account or correspondence relating to the **Legal Action**, whether or not it is privileged and **You** will give any instructions to the **Adviser** which might be required immediately. **We** will be notified as soon as reasonably possible by **You** or the **Adviser** of any offer or payment into court made with a view to settlement. If any offer or payment into court is not accepted by **You** but **We** reasonably consider the outcome of the **Legal Action** to be equally or less favourable to **You** than the offer of payment, **We** will have no liability in respect of any further **Legal Costs and Expenses** unless **We** have given **Our** agreement for the **Legal Action** to continue. If **You** are not satisfied with **Our** decision, the dispute must be resolved under the terms of the disputes condition below.

Co-operation

You will co-operate with **Us** at all times and reply promptly to any correspondence connected with **Your** case.

Investigation of Your case

We may Ourselves, or through Our servants, agents or solicitors make **Our** own investigations into **Your** case and may, subject to **Your** approval which will not be withheld unreasonably, attempt to reach a settlement of the **Legal Action**.

Information to be given to the Adviser

You will give all information requested by the **Adviser** to them promptly and meet with them whenever requested.

Assessment of Bills

If **We** request it, **You** will instruct the **Adviser** to submit their bill of costs for assessment by the court or by the appropriate professional body.

Withdrawal and Discontinuance

If **You** withdraw from or discontinue the **Legal Action** without **Our** prior agreement, the responsibility for payment of any **Legal Costs and Expenses** and third party costs will become **Yours**.

We will be entitled to reimbursement by **You** for any costs paid or incurred during the course of the **Legal Action**, including any **Legal Costs and Expenses** which **We** are obliged to pay because of **You** withdrawing or discontinuing.

Recovery of Costs from Third Parties

You will, whenever reasonably possible, attempt to recover costs from a third party and will instruct the **Adviser** accordingly.

Agreement

We will not be bound by any agreement to which **We** are not a party.

Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **Us** may, where we both agree, 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.

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

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.

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

Applicable Law

You and **We** are free to choose the law applicable to this insurance contract. Unless **We** specifically agree to the contrary this insurance will be governed by English law. If there is any dispute as to which law applies it shall be English law.

Language

The language for contractual terms and obligations will be English.

Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no rights under the Contracts (Rights of Third Parties) Act

1999 to enforce any term of this contract.

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 Procedure

Legal Helpline/Claims Line

How to make a Claim

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.

This insurance only covers legal fees incurred by **Our** panel solicitor or their agents appointed by **Us** 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 **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 Commercial Legal Expenses**".

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:

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

What happens next:

Section 1 - Tenant Eviction cases

Your claim will be assessed and if accepted and deemed appropriate, an enquiry agent will visit the **Tenant** and any **Guarantor**. If the enquiry agent is unable to reach an agreement with the Tenant/Guarantor to remedy their failure to perform their obligations under the **Tenancy Agreement**, **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 unless otherwise agreed with **Us** or the **Adviser**.

You or **Your** agent must attend any court hearing if requested by the **Adviser**.

This claims procedure should be read in conjunction with the terms and conditions of the insurance.

All other sections

The Claim will be assessed and if accepted and deemed appropriate an **Adviser** will be appointed to act for **You**.

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.arclegallassistance.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

We 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, **You** should 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 delay and **Your** business turnover is below £1,000,000, **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** or before **We** have investigated the complaint if both parties agree.

Our contact details are:

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD
Tel 01206 615000
Email customerservice@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service
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.

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

