

# POLICY TERMS & CONDITIONS

**DISCOUNT**   
insurance

# LANDLORD RENT GUARANTEE PROTECTION INSURANCE

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## Terms of cover

This insurance is underwritten by Royal & Sun Alliance Insurance plc, administered by Legal Insurance Management Ltd and arranged by Arc Legal Assistance Limited.

In the event of a valid claim under this insurance, **We** will appoint **Our** mediators, panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other professional service providers' or 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 reported to **Us** within 45 days of the **Insured Event** and during the **Period of Insurance**. 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 may invalidate the insurance.

The insurance covers **Advisers' Costs** and **Rent** up to the **Maximum Amount Payable** where:

- a) The **Insured Event** takes place and is reported in the **Period of Insurance** and within the **Territorial Limits**  
and
- b) The **Legal Action** takes place in 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 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 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

## Adviser

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**Our** panel solicitor, their agents, an independent mediator or other appropriately qualified person, firm or company appointed by **Us** to act for **You**.

## Advisers' Costs

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Reasonable legal and mediation fees 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

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

## Deposit

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The sum of money collected from the **Tenant** in accordance with Section 213 of the Housing Act 2004 (and any amending legislation) 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 his obligations set out in the **Tenancy Agreement**. A minimum amount equal to one month's **Rent** must be retained as the **Deposit**.

Deposit replacement insurance may be purchased in lieu of a **Deposit**, however this must meet or exceed the minimum sum above.

## Dilapidations Inventory

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

## Disclosure Breach

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

## Excess

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The first amount that **You** are required to pay towards any claim resulting from the same **Insured Event**.

**Tenant Eviction:** Nil

**Rent Protection:** Nil

## Guarantor

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The individual or organisation assigned to the **Tenancy Agreement** that has received a **Tenant Reference** and provided a financial guarantee of the **Tenant's** performance of his obligations under the **Tenancy Agreement**.

## Insured Event

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The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.

The breach of the **Tenancy Agreement** which may lead to a claim or claims being made under the terms of this insurance.

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**

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The **Insured Property** shown in the insurance schedule and declared to **Insurers**.

## **Insurers**

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Royal & Sun Alliance Insurance plc.

## **Legal Action**

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The pursuit of eviction proceedings or civil legal cases for damages arising from the breach of the **Tenancy Agreement**.

## **Maximum Amount Payable**

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

### **Tenant Mediation and Eviction:**

Mediation **Adviser Costs**: £330

Eviction **Adviser Costs**: £25,000

### **Rent Protection:**

Maximum Monthly **Rent**: £2,500

Maximum **Rent** payable: 6 Months or the end of the **Tenancy Period** whichever is the lesser.

## **Period of Insurance**

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The **Period of Insurance** declared to and accepted by **Us** and is shown in the insurance schedule, 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 insurance will also be cancelled, suspended or withdrawn.

## **Property Management Agreement**

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A written agreement entered into before the start of the **Period of Insurance** between **You** and the landlord where **You** agree to provide the landlord the benefit of this insurance.

## **Rent**

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The monthly amount payable by the **Tenant** to **You** as set out in the **Tenancy Agreement**.

## **Standard Advisers' Costs**

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The level of **Advisers' Costs** that would normally be incurred in using a specialist panel mediator, solicitor or their agents.

## **Tenancy Agreement**

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A **Tenancy Agreement** between **You** and the **Tenant** 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.

The **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.

## **Tenancy Period**

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The period of the **Tenancy Agreement** unless notice to terminate the tenancy was issued by the landlord or **Tenant** prior to any breach of the terms of the **Tenancy Agreement** by the **Tenant**, in which case the **Tenancy Period** will end at expiry of such notice.

## Tenant

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The occupier of the **Insured Property** named in the **Tenancy Agreement** as the **Tenant** and 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 credit check against the **Tenant** and any **Guarantor** obtained from FLS Tenant Referencing 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 (passport, driving licence), and a written employers' reference on company letter headed paper confirming their permanent and current employment and that their salary is at least a multiple of 2.5 of the **Tenant's Rent**. Or a Full Profile FLS Tenant reference where the Tenant and Guarantor are deemed suitable to undertake the Tenancy agreement.

If all of the above are not available or in the case of student **Tenants** or **Tenants** receiving any income or housing related government benefit, a full **Tenant Reference** showing a Pass on the **Tenant** and **Guarantor** must be obtained from **Our** approved **Tenant** Referencing =Company. Details of these companies are available by referring to the Arc Legal website;

<http://www.arclegal.co.uk/informationcentre/approved-referencing-list.php>.

## Territorial Limits

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The United Kingdom.

## We/Us/Our

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Arc Legal Assistance Limited and Legal Insurance Management Ltd who administer claims under this insurance on the **Insurers** behalf.

## You/Your

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The individual or organisation who has purchased this policy and who are shown in the Insurance schedule and defined in the **Tenancy Agreement** as either:

the 'Landlord', or

the 'Managing Agent', and who has entered into a **Property Management Agreement** with the Landlord and 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 behalf of **You** that arose prior to **Your** death.

# Cover

## Tenant Mediation and Eviction

### What is insured

**You** are covered for **Advisers' Costs** to pursue **Legal Actions** for:

- (a) Mediation with the **Tenant** (and **Guarantor** if required) to resolve breaches in the **Tenancy Agreement** relating to the rightful occupation of the **Insured Property**.
- (b) Eviction proceedings against a **Tenant** to recover possession of the **Insured Property** where the **Tenant** fails to perform his obligations set out in the **Tenancy Agreement** relating to the rightful occupation of the **Insured Property**.

### What is not insured:

#### Claims:

- (a) Where **You** fail to provide evidence that **You** successfully completed a **Tenant Reference** on the **Tenant** (and **Guarantor** if required) prior to the start of the **Tenancy Agreement** or where the **Tenancy Agreement** started more than 31 days after the **Tenant Reference**.
- (b) Arising from or connected to **Your** performance of **Your** obligations under the **Tenancy Agreement**.
- (c) Arising from dilapidations unless the missing or damaged items were contained within a **Dilapidations Inventory**.
- (d) Falling within the jurisdiction of the Rent Assessment Committee, the Lands Tribunal or the Leasehold Valuation Tribunal or their equivalent outside of England and Wales but within the **Territorial Limits**.
- (e) Relating to the payment or non payment of service charges as defined within the Landlord and Tenant Act 1985 (as amended) or any equivalent Act outside of England and Wales but within the **Territorial Limits**.
- (f) Where the eviction of the **Tenant** is dealt with by a notice issued by the Home Office.
- (g) Where the **Insured Property** is not solely residential.
- (h) Where the **Tenant** is not aged 18 years or over.
- (i) 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 and the **Dilapidations Inventory** has been signed by the **Tenant**.
- (j) Where **You** have failed to keep full and up to date rental records or have allowed the **Tenancy Agreement** to be transferred to any other individual or organisation unless all other terms of the insurance have been complied with.
- (k) If **You** or **Your** agent gave any false or misleading information when **You** applied for the **Tenant Reference**.
- (l) Where the **Tenant** received a **Tenant Reference** subject to a **Guarantor** and the **Guarantor** was not correctly assigned to the **Tenancy Agreement**.
- (m) Where **You** are in breach of any rules, regulations or Acts of parliament relating to the **Deposit**.
- (n) In relation to dilapidations by the **Tenant** to the **Insured Property** or its contents where **You** have a policy of insurance that covers the dilapidations.
- (o) Relating to any occupant of the **Insured Property** over the age of 18, other than the **Tenant**.
- (p) Where **Advisers' Costs** 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.

## Rent Protection

### What is insured

**You** are covered for **Rent** owed by a **Tenant** or a **Guarantor** under a **Tenancy Agreement** in relation to the **Insured Property** up to the **Maximum Amount Payable**, where the **Insured Event** occurs and is reported 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 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 cover under this policy.

**Rent** is only payable:

- (a) During the **Period of Insurance** and
- (b) For up to 6 months or the end of the **Tenancy Period** whichever is the lesser and
- (c) For the dates shown as the term in the **Tenancy Agreement**, (if the tenancy has been allowed to roll onto a monthly periodic term, up to expiry of any notice to bring the monthly periodic tenancy to an end) whichever is the lesser and
- (d) For **Rent** arrears occurring during the **Tenancy Period**, and
- (e) Whilst the **Tenant** (including any unauthorised occupant) remains in occupation of the **Insured Property** and
- (f) Up to the **Maximum Amount Payable**.

### Rent Claims Payments:

- (a) **Rent** will be paid monthly in arrears at a rate of 1/30th for each continuous day that it is in arrears.
- (b) If the **Tenant** is applying for Housing Benefit and has provided their housing benefit application reference number, **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 backdated to the date that **You** could first claim. There is no cover under the insurance for any shortfall between the amount paid to the **Tenant** as Housing Benefit and the **Rent**. **You** or **Your** managing agent must notify the Benefits Office of their interest.
- (c) If the **Deposit** is more than the **Excess**, the cover under the insurance 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 **You**.
- (d) **Rent** must be over 30 days in arrears before any claim payments are made.
- (e) **You** agree to transfer **Your** legal rights to the **Insurers** to subrogate any claim to pursue a recovery action for **Rent** and **Advisers' Costs**.



# General Exclusions

## 1. There is no cover:

- (a) Where the **Insured Event** occurs within the first 90 days of the **Period of Insurance** where the **Tenancy Agreement** commenced before the **Period of Insurance** unless **You** had continuous previous insurance.
- (b) Where **Your** act, omission or delay prejudices **Your** or the **Insurers** position in connection with the **Legal Action** or prolongs the length of the claim.
- (c) Arising from a dispute between **You** and **Your** agent or mortgage lender.
- (d) Where the **Insured Event** began to occur or had occurred before **You** purchased this insurance.
- (e) Where **You** did know or should have known when purchasing or renewing this insurance of circumstances that would lead to a claim.
- (f) Where **You** have breached a condition of this insurance.
- (g) Where **Advisers' Costs** have not been agreed in advance or are above those for which **We** have given **Our** prior written approval.
- (h) For any claim which is not submitted to **Us** within 45 days of the **Insured Event**.
- (i) For **Advisers' Costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party.
- (j) For damages, interest, fines or costs awarded in criminal courts.
- (k) Where **You** have other legal expenses insurance cover.
- (l) For any claims arising from a dispute between **You** and the landlord; letting agent; managing agent; **Your** insurance adviser; the **Insurers**; the **Adviser** or **Us**.
- (m) For appeals without **our** prior written consent.
- (n) Prior to the issue of court proceedings or unless a conflict of interest arises, for the costs of any legal representative other than those of the **Adviser**.
- (o) Where an estimate of **Your Advisers' Costs** of acting for **You** is more than the amount in dispute.
- (p) Where **You** commit, or are alleged to have committed, a criminal offence, or **You** are liable to a civil penalty unless this policy expressly covers **You** in the event of such offence or penalty.
- (q) Where **You** are a Managing Agent, where the **Property Management Agreement** has not been signed by all parties.

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

- (a) Works undertaken or to be undertaken by or under the order of any government or public or local authority.
- (b) Planning law.
- (c) The construction of or structural alteration to buildings.
- (d) Defamation or malicious falsehood.
- (e) Divorce, matrimonial matters or proceedings including ancillary relief, parental responsibility and contact, or affiliation.
- (f) Any venture for gain or business project of **Yours** other than in relation to **Your** activities as a landlord.
- (g) A dispute between persons insured under this policy.
- (h) An application for Judicial Review.
- (i) A novel point of law.

## 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.

# Conditions

## 1. Claims

- (a) **You** must report claims as soon as possible within 45 days of the **Insured Event**, by completing and submitting the claim form with all relevant information.
- (b) If **Rent** is overdue the **Tenant** and any **Guarantor** must be contacted within seven days to establish the reason for the default. If the **Rent** is not paid within a further seven days the **Tenant** and any **Guarantor** must be contacted again. If the **Tenant/Guarantor** cannot be contacted, and it is lawful to do so, **You** or **Your** agent must serve notice of a requirement to undertake an inspection in accordance with **Your** rights within the **Tenancy Agreement** and visit the **Insured Property**. **You** should seek legal advice if **You** are unsure that such an inspection is lawful.
- (c) **You** and **Your** agent must act promptly to gain vacant possession of the **Insured Property** and recover **Rent** arrears.
- (d) In the event of a claim **You** or **Your** agent must prepare a detailed schedule of dilapidations as soon as reasonably possible after the **Tenant** has vacated the **Insured Property**.
- (e) **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.
- (f) **We** may appoint an **Adviser** to conduct an independent mediation to reach settlement of the **Legal Action** and unpaid **Rent**. The **Adviser's Costs** for the mediation will be paid for by **Us**. **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**.
- (g) **We**, on behalf of **Insurers** have the right under subrogation to pursue **Legal Action** against the **Tenant** or any **Guarantor** to recover **Rent** and **Advisers' Costs**.
- (h) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. If court proceedings are required and **You** wish to nominate an alternative **Adviser** to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must represent **You** in accordance with **Our standard** conditions of appointment available on request.
- (i) The **Adviser** will:
  - (i) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
  - (ii) Keep **Us** fully advised of all developments and provide such information as **We** may require.
  - (iii) Keep **Us** regularly advised of **Advisers' Costs** incurred.
  - (iv) Advise **Us** of any offers to settle and payments in to court. If contrary to **Our** advice such offers or payments are not accepted there shall be no further cover for **Advisers' Costs** unless **We** agree in **Our** absolute discretion to allow the case to proceed.
  - (v) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
  - (vi) Attempt recovery of costs from third parties.
- (j) In the event of a dispute arising as to **Advisers' Costs**, **We** may require **You** to change **Adviser**.

- (k) **Insurers** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- (l) **You** shall supply all information requested by the **Adviser** and **Us**.
- (m) **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**.
- (n) Any monies recovered from the **Tenant** or **Guarantor** will be retained by **Us** to pay for any **Advisers' Costs** or **Rent** that has been paid by **Insurers** under this insurance.

## 2. 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 court judgment or order.
- (c) Being able to achieve an outcome which best serves **Your** interests.

## 3. 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.

## 4. Disputes

If a complaint is not handled by the Financial Ombudsman Service (see 'How to Make a Complaint'), 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.

## 5. Disclosure

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.

## 6. 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.

## 7. Other Insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

## **8. Cancellation**

**You** may cancel this insurance and receive a full refund if **You** inform **Your** insurance adviser within 14 days of taking out this insurance, provided **You** have not already made a claim. If a claim has been made no refund will be provided.

If **You** cancel this insurance after 14 days of taking out this insurance no refund will be provided regardless of if **You** have made a claim or not.

**We** may cancel the insurance by giving 14 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. 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.

## **9. English Law and Language**

This contract is governed by English Law and the language for contractual terms and communication will be English.

## **10. 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.

# Customer services information how to make a claim

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

This insurance only covers legal fees incurred by **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 **Us** for assistance.

Claims should be submitted via **Our** interactive online claims portal available at:-

<https://claims.arclegal.co.uk>.

If **You** are unable to use the online claims portal, claim forms can also be obtained by telephone:-

**0344 770 1079** and quote "**Discount Insurance**" – **Landlord's Protection**.

A claim form will be sent out by e-mail, fax or post within 24-hours. The claim form is required to be completed and returned along with supporting documentation within five days of it being received. To maintain an accurate record, **Your** telephone call may be recorded.

Claim forms can also be obtained from:-

<https://claims.arclegal.co.uk>

## What happens next:

The claim will be assessed and if accepted and deemed appropriate, an independent mediator will be appointed by **Us**. If **You** are unable to reach an agreement with the **Tenant/Guarantor** during the mediation or independently 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**.

Any **Rent** arrears covered under the insurance will generally be paid within 21 days from the end of the rental month they became due. **You** may be required to complete a continuation claim form before each **Rent** claim payment is made.

**You** or **Your** agent must give all information requested by **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.

## 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.arclegal.co.uk](http://www.arclegal.co.uk)

Your privacy is important to Royal & Sun Alliance Insurance plc and we are committed to keeping it protected. We have created this Customer Privacy Notice which will explain how we use the information we collect about you and how you can exercise your data protection rights. You can view our full privacy notice by visiting <https://www.rsagroup.com/support/legal-information/partner-privacy-policy/>

If you're unable to access the link or have any questions or comments about our privacy notice, please write to: The Data Protection Officer, RSA, Bowling Mill, Dean Clough Industrial Park, Halifax HX3 5WA.

## **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** Privacy Statement, which is available to view on the website address detailed above.

## **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 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.

## **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.**

# How to Make a Complaint

**Our** aim is 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** in any way **You** choose:

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

If **We** have provided **You Our** final response and **You** are still unhappy, or more than eight weeks has passed from when **We** received **Your** original complaint and **You** are not satisfied with 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** or before **We** have investigated the complaint if both parties agree. For details and eligibility on the Financial Ombudsman Service, see <http://www.financial-ombudsman.org.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](http://www.fscs.org.uk) or by phone on 0800 678 1100 or 0207 741 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](http://www.fca.org.uk/register)

This policy is underwritten by Royal & Sun Alliance plc, Registered Office: St. Mark's Court, Chart Way, Horsham, West Sussex RH12 1XL. Royal & Sun Alliance plc are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. You can check these details on the Financial Services Register at: [www.fca.org.uk](http://www.fca.org.uk)

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CARAVAN INSURANCE  
TRAVEL INSURANCE  
BREAKDOWN INSURANCE  
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**DISCOUNT INSURANCE**

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