

# Rentguard Legal Expenses & Rent Guarantee Insurance

## Insurance Product Information Document

Company : Rentguard Limited Registered State: England & Wales Product: Landlords Legal Protection Authorised by: Financial Conduct Authority Regulated Number: 670126

This insurance is managed and provided by Arc Legal Assistance Limited and underwritten by AmTrust Europe Limited.

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958.

This document summarises the key features of your insurance policy. It is not tailored to individual needs and so may not provide all the information relevant to your cover requirements. Complete pre-contractual and contractual information is provided in other documents.

### What is this type of Insurance?

Landlords Legal Protection provides insurance to cover up to:

- o £25,000 for claims under Tenant Eviction; and
- o The monthly rent shown in the tenancy agreement and the insurance schedule up to a maximum of £3,000 per month up to a maximum of £18,000 or the equivalent of six months' rent, whichever is the lesser amount

For advisers' costs for certain types of legal action(s) and rent as detailed in this document, your policy wording and your insurance schedule.



#### What is insured?

We'll cover a legal advisers' costs to help you pursue or defend a claim in the following situations:

- ✓ **Tenant Eviction:** To pursue a claim where the tenant(s) fails to perform his obligations set out in the tenancy agreement relating to the rightful occupation of the insured property.
- ✓ **Rent Guarantee:** You are covered for rent arrears owed by the tenant(s) under the tenancy agreement during the period of insurance and up to the limit of indemnity, where an insured event occurs, and you are, where appropriate, pursuing proceedings under this insurance certificate.



#### What is not insured?

The policy does not provide cover for:

- ✗ **Pre-inception incidents:** We won't cover events that started before the policy began.
- ✗ **Prospects of success:** We won't cover any legal action if there are no prospects of success. This is where the likelihood of winning is less than 50%.
- ✗ **Tenant Reference:** There is no cover for claims if you fail to provide evidence relating to a tenant reference.
- ✗ **Minimum amount in dispute:** We won't cover claims for Tenant Eviction if the amount in dispute is less than £250 (including VAT). We also won't cover claims where the amount in dispute is lower than the estimated advisers' costs to act for you.
- ✗ **Approved Costs:** We will not cover any advisers' costs or any other costs and expenses incurred which have not been agreed in advance or are above those for which we have given our prior written approval.



#### Are there any restrictions on cover?

- ! **Excess:** You are responsible for an amount equal to one month's rent for any claim under the Rent Guarantee section of cover (unless otherwise noted on the policy certificate and statement of fact that no excess applies to the policy).
- ! **Qualifying period:** There is a 90 day qualifying period for claims for Tenant Eviction. We will not cover any incidents arising within this time.
- ! **Your own advisers' costs:** Once court proceedings are issued, or in the event that a conflict of interest arises; you're welcome to use your own legal representative, but we won't cover any costs in excess of our standard advisers' rates.
- ! **Withdrawn claims:** If you withdraw from the legal action without our consent, you're responsible for any advisers' costs.



### Where am I covered?

✓ Claims which arise, or where proceedings are brought in England, Scotland or Wales



### What are my obligations?

- You must notify claims as soon as reasonably possible once you become aware of the insured incident and within no more than 45 days of you becoming aware of the insured incident.
- You must supply, at your own expense, all of the information which we reasonably require to decide whether a claim may be accepted.
- You shall supply all information requested by the adviser and us.
- You must gain our consent before incurring any legal advisers' costs.



### When and how do I pay?

You can pay for your insurance in one lump sum with a debit / credit card by calling the number below.



### When does the cover start and end?

The policy starts on the date of your choice and runs for 12 months. The start and finish date of your policy are found in your Certificate.



### How do I cancel the policy?

You can cancel the policy at any time. Please call us on **020 8587 1060** or write to us at Customer Services, **Rentguard Limited, 27 Great West Road, Brentford, London, TW8 9BW** for more information.

More information about your cancellation rights, applicable administration charges and the reasons we can cancel the policy are included with your policy documents.

Policy Terms & Conditions



OpenRent

RENTGUARD

LIMITED



# Rent Guarantee Insurance & Legal Expenses

Tenant Referencing is a requirement of this policy



AmTrust  
FINANCIAL

# LEGAL EXPENSES & RENT GUARANTEE INSURANCE

This Insurance is underwritten by AmTrust Europe Limited, a wholly owned subsidiary of the **AmTrust**, and administered by **Arc Legal Assistance Limited**.

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

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

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

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

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

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

The 4 point check is:

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

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

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

# 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**

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## **Adviser**

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

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## **Advisers' Costs**

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

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## **Arc**

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

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## **Claim**

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

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## **Contents**

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

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## **Credit Check**

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

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## **Data Protection Legislation**

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

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## **Deposit**

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

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## **Dilapidations Inventory**

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

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## **Disclosure Breach**

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

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## **Excess**

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

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## **Guarantor**

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

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## **Insured**

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

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**Insured Event**

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

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**Insured Property**

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

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**Insurers**

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

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**Maximum Amount Payable**

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The maximum payable in respect of an Insured Event.

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**Period of Insurance**

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The period shown on the Insurance Schedule.

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**Legal Action**

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

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**Rent**

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

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**Rentguard Ltd**

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

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**Tenancy Agreement**

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A Tenancy Agreement between the Insured and the Tenant(s) in relation to the Insured Property which is:(a) An Assured Shorthold Tenancy Agreement as defined within the Housing Act 1988 (as amended);

- (b) A Company Residential Tenancy (Company Let) created after 28th February 1997 where the Tenant(s) is a public limited company (plc) or limited company (Ltd) and the Insured Property is let purely for residential purposes;
- (c) A written common law residential tenancy agreement created after 28th February 1997 between individuals where the Rent is in excess of £15,000 (or £100,000 after 1st October 2010) per annum or its equivalent outside of England and Wales but within the Territorial Limits.

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

- (a) Appropriate for the tenancy;
- (b) Signed and independently witnessed by the Landlord, the Tenant(s) and if recommended as part of the Tenant Reference, the guarantor;
- (c) Free from any unreasonably restrictive covenants.

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**Tenant**

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

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**Tenant Reference**

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

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

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**Territorial Limits**

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England, Scotland & Wales.

# Cover

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

## Section 1

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

## Section 2

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

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

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

The Claim must be made during the Period of Insurance.

# Maximum Amount Payable

## Section 1

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

## Section 2

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

# Excess

## Section 1

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No excess

## Section 2

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

# Exclusions specific to the performance of the Tenancy Agreement

## 1 An insured event:

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- Which is not reported to Rentguard, AmTrust Limited or Arc within 45 days of it occurring;
- Claims cannot be paid for insured events that occur within the first 90 days of the period of insurance, when the period of insurance commenced more than 14 days after the start of new Tenancy Agreement.
- Where the Insured fails to provide evidence relating to a Tenant Reference;
- Arising from or connected to the Insured's performance of his obligations under the Tenancy Agreement;
- Arising from dilapidations unless the missing or damaged items were contained within the Dilapidations Inventory;
- Where the amount in dispute is less than £250 including VAT;
- Falling within the jurisdiction of the Rent Assessment Committee, the Lands Tribunal or the Leasehold Valuation Tribunal;
- Relating to the payment or non payment of service charges as defined within the Landlord and Tenant Act 1985 (as amended).

## 2 A claim:

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- Where there are insufficient prospects of success in the Proceedings due to the terms of the Tenancy Agreement being unenforceable;



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

## Conditions relating to the Tenancy Agreement

### 1. The Insured Property

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

### 2. The Tenant(s)

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

### 3. The start of the Tenancy Agreement

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

### 4. Period of Insurance

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

### 5. During the Tenancy Agreement

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

### 6. Policy cover

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

## Conditions specific to Section 2. Rent Protection

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

## General Exclusions

### 1. There is no cover where:

- The Insured Event began to occur or had occurred before the Insured purchased or renewed this Insurance;
- The Insured should reasonably have realised when purchasing or renewing this Insurance that a claim under this Insurance might occur;
- The Insured fails to give proper and prompt information or evidence to Rentguard, AmTrust Limited or Arc;
- The Insured's act, omission or delay prejudices Rentguard, Arc or AmTrust Limited'S position in connection with the Proceedings or prolongs the length of the Rent Claim;
- The Insured acts without or contrary to the advice or agreement of AmTrust Limited or the Adviser;
- The Insured has breached a Condition of this Certificate of Insurance;
- Advisers' Costs have not been agreed in advance or are above those for which Rentguard or AmTrust Limited has given its prior written approval.
- You commit, or are alleged to have committed, a criminal offence, or You are liable to a civil penalty unless this policy expressly covers You in the event of such offence or penalty.

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

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

### 3. There is no cover:

- For Advisers' Costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party;
- For damages, interest, fines or costs awarded in criminal courts or any other penalties;
- Where the Insured has other legal costs Insurance cover;
- For claims made by or against Rentguard, AmTrust Limited, a Tenant Reference company or Arc;
- For appeals without the prior written consent of Arc or AmTrust Limited;

- For disputes in relation to the sale, purchase or adverse possession of the Insured Property;
- Prior to the issue of court proceedings, for the costs of any legal representative other than those of the Adviser unless expressly agreed by Arc or AmTrust Limited. Such agreement is entirely at Arc or AmTrust Limited's discretion;
- Where the Claim is false, fraudulent or arises from a criminal act or omission of the insured;
- If the Insured or his agent gave any false or misleading information when he applied for the Tenant Reference or for this Insurance cover;
- Where the Tenant(s) received a Tenant Reference subject to a Guarantor and the Guarantor was not correctly assigned to the Tenancy Agreement.

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

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

## **General Conditions**

### **1. Cancellation**

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

### **2. Claims**

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

- The Insured is liable for any Advisers' Costs if he withdraws from the Proceedings without Arc's prior consent. Any costs already paid by Arc will be reimbursed by the Insured.
- Arc, on behalf of AmTrust Limited has the right under subrogation to pursue Proceedings against the Tenant(s) to recover Advisers' Costs and Rent.
- Any monies recovered from the Tenant or Guarantor will be retained by Arc to pay for any Adviser's Costs or Rent that has been paid by Underwriters under this insurance.

### **3. Disputes**

- Any dispute between the Insured and Rentguard, AmTrust Limited shall be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

### **4. Renewals**

- Neither Rentguard, Arc or AmTrust Limited is bound to give notice when this policy becomes due for renewal.

### **5. Re-referencing at Renewal**

- If the Tenant(s)'s circumstances have changed from those provided at the start of the Tenancy Agreement and when the initial Tenant Referencing was completed, or there has been a breach of the Tenancy Agreement by the Tenant(s), then the Insured must complete a new reference on the Tenant(s) and Guarantor.

### **6. Disclosure Breach**

- If You fail to disclose relevant information or You disclose false information in relation to this policy, We, or the broker, may:
  - a) Cancel the contract and keep the premiums if the Disclosure Breach is deliberate or reckless
  - b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the Disclosure Breach been known
  - c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the Disclosure Breach been known
  - d) Proportionately reduce the amount You are entitled to in the event of a successful claim if a higher premium would have been charged had the Disclosure Breach been known

### **7. Fraud**

- In the event of fraud, We:
  - a) Will not be liable to pay the fraudulent claim
  - b) May recover any sums paid to You in respect of the fraudulent claim
  - c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to Us
  - d) Will no longer be liable to You in any regard after the fraudulent act.

### **8. Prospects of Success**

- At any time We may, but only when supported by independent legal advice, form the view that You do not have a 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

### **9. English Law**

- This contract is governed by English Law.

### **10. Language**

- The language for contractual terms and communication will be English.

### **11. Change in law**

- Cover under this policy is based on laws and regulations in force at the time that it was written. If We believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, We reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

## **Claims**

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

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

## Rent

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

## Legal costs

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

## Claims line (Reporting a claim)

A claim form can be obtained from:

[www.arclegal.co.uk/informationcentre/index.php](http://www.arclegal.co.uk/informationcentre/index.php)

Alternatively:

The Insured or his agent should telephone 0344 770 1079 and quote "Contract 65 - Rentguard". A claim form will be sent out by e-mail, fax or post within 24-hours. The claim form is required to be completed and returned to Arc along with supporting documentation within forty five days of the insured event. The claims line operates from 09:00 to 17:30 Monday to Friday (exc. Bank Holidays).

## Legal Helpline

You can use the helpline service to discuss any legal problem occurring within the United Kingdom, the Channel Islands and the Isle of Man, regarding the insured property and arising during the period of this policy.

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 – Landlord's Protection".

To maintain an accurate record Your telephone call may be recorded.

## What happens next?

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

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

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

The Insured or his agent must attend any court hearing if requested by the Adviser.

This Claims procedure should be read in conjunction with the main terms and conditions of the Insurance Certificate.

## Privacy and Data Protection Notice

### Data Protection

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

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

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

### **Sensitive Personal Data**

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

### **Disclosure of Your Personal Data**

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

### **Your Rights**

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

### **Retention**

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

## **Customer care & complaints procedure**

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

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

Rentguard

27 Great West Road  
Brentford  
London  
TW8 9BW

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

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

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

Ask about our full range of Rentguard products & services:

<b>RESIDENTIAL LANDLORD INSURANCE</b>	<b>TENANTS CONTENTS INSURANCE</b>
<b>OWNER OCCUPIER INSURANCE</b>	<b>TENANT REFERENCING SERVICES</b>
<b>BUILDINGS &amp; CONTENTS INSURANCE</b>	<b>LEGAL EXPENSES &amp; RENT GUARANTEE</b>
<b>COMMERCIAL PROPERTY INSURANCE</b>	<b>REFERENCE PLUS</b>

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

