

**Policy Terms & Conditions**

**RENTGUARD**  
INSURANCE



# **Landlord Rent Guarantee Protection Insurance**

Tenant Referencing is a requirement  
of this policy

## LANDLORD LEGAL EXPENSES & RENT GUARANTEE INSURANCE POLICY

Arc Legal Assistance Limited:

- manages and provides this legal expenses cover, and
- acts for the **Insurer** of the insured parts of the cover.

### HOW TO MAKE A CLAIM

The **Legal Helpline** is here to help **You**. If **You** have a dispute which needs a lawyer or law firm, an accountant or other professional adviser, the **Legal Helpline** will ask **You** to complete a claim form online at <https://claims.arclegal.co.uk>. If **You** prefer, they will send a form to **You**. If **We** cannot cover **Your** dispute, the **Legal Helpline** might be able to help **You**, but **You** will have to pay for this yourself.

Legal expenses is 'claims made' cover. This means that cover is for an **Insured Event** that happens during the **Period of Insurance** which **You** must tell **Us** about:

- during, or
- no later than 30 days after the end of the **Period of Insurance**.

For this reason, **You** should tell **Us** as soon as possible of any claim, potential claim or any circumstances which might lead to **You** making a claim.

If **You** are not sure whether **We** need to know, it's best to call the **Legal Helpline**. Please note that any avoidable delay in telling **Us** about a claim might mean that **We** do not cover it.

**We** will not cover legal expenses if something **You** do, or do not do, has a negative impact on

- **Your** position or
  - the position of the **Insurer**
- in connection with the **Legal Action**.

The **Insured Event** and **Legal Action** must take place within the **Territorial Limits**.

Legal expenses cover will pay for:

- **Costs** set out under each separate section of cover
- minus any **Excess** that applies
- up to the **Maximum Amount Payable**.

If **We** accept **Your** legal expenses claim, **We** will appoint an **Adviser** to handle **Your** case. **We** will only pay another **Adviser's** fees if **We** must start court proceedings or there's a **Conflict of Interest**. If this happens, **You** can ask **Us** to appoint **Your** own **Adviser**. **We** will only appoint an **Adviser** who agrees to **Our Advisers' Costs**.

## HELPLINES

### Legal Helpline

**You** can use the **Legal Helpline** service 24 hours a day, seven days a week to discuss any legal problem which happens in the United Kingdom, the Channel Islands and the Isle of Man and during **Your Period of Cover**.

Simply telephone **0344 770 1079** and quote "**Rentguard – Landlord's Protection**".

Telephone calls may be recorded and/or monitored for both **Your** and **Our** protection.

## IMPORTANT LEGAL EXPENSES CONDITIONS

If **You** legal expenses claim is covered and no exclusions apply, then it is vital that **You** comply with these conditions in order for **Your** claim to proceed. The conditions that apply to this legal expenses insurance are given in the 'Conditions' section below and should be read carefully. Some of the main conditions that apply to this legal expenses insurance are:

### 1. Prospects of Success

There must be a 51% or higher chance that **You** win the **Legal Action** and achieve a positive outcome. This could be, for example:

- recovering the amount of money at stake,
- enforcing a judgment,
- or achieving an outcome which is in **Your** best interests.

**We** will examine the facts of the case to assess **Your** chances of winning. If **We** conclude that **Your** chances of winning:

- are less than 51%, or
- at any point drop to less than 51%

**We** will not support the case.

### 2. Proportional Costs

An estimate of the **Advisers' Costs** will be provided with the assessment of **Your** claim and must be carried out by the Adviser. If the estimate is more than the amount in dispute, then **We** can decline or discontinue support for **Your** claim.

### 3. Giving the Insurer all the important information

#### Duty of Disclosure

Under the Insurance Act 2015, **You** have a duty to make fair presentation of the risk to the **Insurer** before this policy starts, each time it renews, and when **You** make any changes to the cover.

This means **You** must:

- (a) tell **Us** about all the 'material facts' of which **You** know about (or ought to know about).
- (b) tell **Us** in a reasonably clear and accessible way.
- (c) make sure that everything **You** state as fact is mainly correct and made in good faith.

#### What is a Material Fact?

A material fact is information that will influence the **Insurer's** decision whether or not to insure **You** and, if it does, the terms that will apply.

For the purposes of the duty of fair presentation, **You** are expected to know the following;

- (a) what is known to anybody who is part of **Your** organisation's senior management (this means those people who play significant roles in the making of decisions about how **Your** activities are to be managed or organised or anybody who is responsible for arranging this insurance).
- (b) what should reasonably be revealed by a reasonable search of the information available to **You**. The information may be held within **Your** organisation (for example by, subsidiaries, affiliates, the broker or any other person who will be covered under this insurance).
- (c) if the insurance is intended to insure subsidiaries, affiliates, or other parties, **You** are expected to have included them in **Your** enquiries and inform **Us** if **You** have not done so. The reasonable search may be conducted by making enquiries or by any other means.

- (d) what should reasonably be revealed by a reasonable search of the information available to **You**.

### **Breach of duty**

If **You** breach **Your** duty to make fair presentation of the risk to the **Insurer**, then:

- (a) where the breach was deliberate or reckless, the **Insurer** may void this policy, refuse all claims and keep all premiums paid.
- (b) where the breach was neither deliberate nor reckless and, but for the breach, the **Insurer** would not have agreed to provide cover under the policy on any terms, it might avoid this policy and refuse all claims, but it will return any premiums paid.
- (c) where the breach was neither deliberate nor reckless and, but for the breach, it would have agreed to provide cover under this policy but on different terms (other than premium terms), it might require that this policy includes such different terms with effect from its commencement, and/or
- (d) where the breach was neither deliberate nor reckless and, but for the breach, the **Insurer** would have agreed to provide cover under this policy but would have charged higher premiums, the **Insurer's** liability for any loss amount payable shall be limited to the proportion that the premium charged bears to the higher premium that would have been charged. For example: if, due to a breach of fair presentation, **You** were charged a premium of £x but should have been charged £y, then for any claim submitted and agreed at a settlement value of £z, **You** will only be paid £a.

## **4. Freedom of Choice**

**You** can choose **Your** own **Adviser** to act for **You** when it is likely that court proceedings might need to be started or a **Conflict of Interest** arises. If **You** do this, **We** will only appoint an **Adviser** who agrees to **Our Advisers' Costs** up to the **Maximum Amount Payable**.

## DEFINITIONS

Where the following words appear in **bold** they have these special meanings.

### Adverse Costs

These are someone else's costs which a court says **You** have to pay. The court will have agreed that these costs are reasonable and fair in relation to a dispute.

### Adviser

A suitably qualified person **We** appoint to act for **You**. This could be a lawyer or law firm, an accountant or other professional adviser.

**We** may agree to an **Adviser** that **You** choose if:

- court proceedings need to start, or
- there is a **Conflict of Interest** with the **Adviser We** chose.

### Advisers' Costs

**Advisers'** fees and expenses which **We** have agreed to pay.

### Conditional Fee Agreement

An agreement which sets out the terms under which the **Adviser** will charge for their fees.

The agreement can be between **You** and the **Adviser**, or **Us** and the **Adviser**.

### Conflict of Interest

A situation when:

1. **You** are in a dispute and have a claim using this legal expenses cover, and
2. **We** also pay for or cover legal expenses for anyone else involved in that dispute.

### Costs

**Advisers' Costs** and **Adverse Costs**.

### Dilapidations Inventory

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

### Deposit

The sum of money **You** or **Your** agent hold as an indemnity for losses **You** incur if the **Tenant** does not perform their obligations set out in the **Tenancy Agreement**.

The **Deposit** is 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.

For the **Deposit You** must hold a minimum amount equal to one month's **Rent**.

Deposit replacement insurance may be purchased by the **Tenant** in lieu of a **Deposit**, however this must be no less than the minimum sum above.

### Excess

The amount that **You** must pay towards the cost of any claim as stated below:

- **All sections:** None

The **Excess** will be paid to, and at the request of, the **Adviser**.

## Guarantor

The person or organisation:

- assigned to the **Tenancy Agreement** as the guarantor, and
- that has received a **Tenant Reference**, and
- that has given a financial guarantee of the **Tenant's** performance of their obligations under the **Tenancy Agreement**.

## Insured Event

The incident, or first in a series of incidents, that may lead to a claim. **We** will treat all causes of action, incidents or events that are linked by cause or time, as one **Insured Event**.

## Insured Property

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

## Insurer

For policies starting up to and including 31<sup>st</sup> January 2025: AmTrust Europe Limited

For policies starting from and after 1<sup>st</sup> February 2025: AmTrust Specialty Limited

## Legal Action(s)

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

## Legal Helpline

**Our** service to give **You** advice on any matter which might lead to a claim.

## Maximum Amount Payable

The limit that **We** will pay in respect of an **Insured Event** as stated below:

### Tenant Mediation and Eviction:

- Mediation **Advisers' Costs:** £330
- Eviction **Advisers' Costs:** £25,000

### Rent Protection:

- Maximum Monthly **Rent:** £2,500
- Maximum **Rent** Payable: 6 months or the end of the **Tenancy Period**, whichever happens first.

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.

## Period of Insurance

This legal expenses insurance provides cover for the same period covered by the insurance product or benefit to which it sits alongside. To be clear, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn

## Rent

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

## Tenancy Agreement / Occupation Contract

An 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 the Renting Homes (Wales) Act 2016 (as amended) or its equivalent outside England and Wales but within the **Territorial Limits**, or

- (b) a Company Residential Tenancy (Company Let) created after 28th February 1997 if the **Tenant** is a public limited company (plc) or limited company (Ltd) or its equivalent outside England and Wales but within the **Territorial Limits** and the **Insured Property** is let purely for residential purposes of the **Tenant's** employees and their family, or
- (c) a written common law residential **Tenancy Agreement** created after 28th February 1997 between individuals where the **Rent** is in excess of £100,000 a year or its equivalent outside England and Wales but within the **Territorial Limits**, and which is:
  - i) appropriate for the tenancy; and
  - ii) if relevant, signed and independently witnessed by **You**, the **Tenant(s)** and if required as a condition of the **Tenant Reference**, the **Guarantor**; and
  - iii) free from any unreasonably restrictive covenants.

The **Tenancy Agreement** must be for a fixed term of no more than 12 months.

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.

In Wales, a break clause is only possible if:

- it is inserted into a fixed term **Occupation Contract** of at least two years, and
- the **Occupation Contract** states that **You** are not able to enforce this break clause within the first 18 months.

### **Tenancy Period**

The period of the tenancy unless notice to terminate the tenancy was issued by the landlord or **Tenant** before 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**

The occupier of the **Insured Property**, named in the **Tenancy Agreement** as the tenant and who has received a **Tenant Reference**.

### **Tenant Reference**

A check on a prospective **Tenant** to see if they can afford to cover the cost of the **Rent** in full. They must be able to afford this on their own, or jointly with another **Tenant** or other **Tenants**. To pass the check it must include all three elements:

1. a credit check from a licensed credit referencing company against the **Tenant** and any **Guarantor**. This must show no County Court Judgements (CCJ) in the past three years, and no outstanding CCJs, and
2. copies of two forms of identification. One of these must contain a photograph of the **Tenant**, and
3. a written reference on company letter headed paper from the **Tenant's** employer. This must confirm their permanent and current employment and their gross monthly salary. That salary must be at least a multiple of 2.5 of the **Rent**.

If the prospective **Tenant**:

- does not comply with all three elements, or
- is a student, or
- gets any income or housing related government benefit

**You** must use one of **Our** approved tenant referencing companies to run a check. The **Tenant** or **Guarantor** must pass this check. You can find details of these companies on the Arc Legal website at

<https://claims.arclegal.co.uk/info/approved-tenant-referencing-providers>.

### **Territorial Limits**

The United Kingdom.



**We / Us / Our**

Arc Legal Assistance Limited on behalf of the **Insurer**.

**You / Your**

The individual or organisation shown in the insurance schedule as the policyholder and defined in the **Tenancy**

If **You** die, **Your** personal representatives will be covered to pursue or defend cases covered by this insurance on **Your** behalf that arose before, or out of **Your** death.

## COVER

### Tenant Mediation and Eviction

#### We will cover

**Costs** to pursue **Legal Action** 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** if the **Tenant** does not perform his obligations set out in the **Tenancy Agreement** relating to the rightful occupation of the **Insured Property**.

#### We will not cover

Claims:

- (a) If **You** do not 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. **We** will not apply this exclusion if the missing or damaged items were contained within a **Dilapidations Inventory**.
- (d) Within the jurisdiction of the Rent Assessment Committee, the Lands Tribunal or the Leasehold Valuation Tribunal or their equivalent outside 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 England and Wales but within the **Territorial Limits**.
- (f) If the eviction of the **Tenant** is dealt with by a notice issued by the Home Office.
- (g) If the **Insured Property** is not solely residential.
- (h) If the **Tenant** is not aged 18 years or over.
- (i) If **You** have allowed the **Tenant** into possession of the **Insured Property** before:
  - all parties have signed the **Tenancy Agreement**,
  - **You** have obtained a **Tenant Reference**,
  - **You** have received the first month's **Rent** and the **Deposit** in cash or cleared funds, and
  - the **Tenant** has signed the **Dilapidations Inventory**.
- (j) If **You** have not kept full and up to date rental records or have allowed the **Tenancy Agreement** to be transferred to any other individual or organisation. **We** will not apply this exclusion if **You** have complied with all other terms of the insurance.
- (k) If **You** or **Your** agent gave any false or misleading information when **You** applied for the **Tenant Reference**.
- (l) If the **Tenant** received a **Tenant Reference** subject to a **Guarantor** and the **Guarantor** was not correctly assigned to the **Tenancy Agreement**.
- (m) If **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 if **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) If **Costs** have been incurred because **You** did not:
  - follow the advice of the **Adviser**, or

- take any action recommended by **Us** or the **Adviser** to recover possession of the **Insured Property** as promptly as possible..
- (q) If the **Insured Event** happens less than 90 days after this policy first started. **We** will not apply this exclusion if:
- the **Insured Event** is to do with a **Tenancy Agreement** which started after **You** took out this policy, or
  - **You** had equivalent cover immediately before the start of this policy and there has not been a break in cover.

## Rent Protection

### We will cover

**Rent** owed by a **Tenant** or a **Guarantor** under a **Tenancy Agreement** for the **Insured Property** up to the **Maximum Amount Payable**, if:

1. the **Insured Event**:
  - happens during the **Period of Insurance**, and
  - is reported during the **Period of Insurance**, and
2. **You**, where appropriate, are pursuing a claim against the **Tenant** to evict them from the **Insured Property**.

### We will not cover

Claims if 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 Mediation and Eviction cover under this policy.

### We will only cover unpaid **Rent**:

- a) During the **Period of Insurance**, and
- b) Up to the **Maximum Amount Payable** or the end of the **Tenancy Period**, whichever happens first, 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) While the **Tenant** (including any unauthorised occupant) remains in occupation of the **Insured Property**.

### Rent Claims Payments:

- a) **We** will pay **You** monthly in arrears at a rate of 1/30<sup>th</sup> of the **Rent** 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, **We** will not pay 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 **We** will make any claim payments.
- e) **You** agree to transfer **Your** legal rights to the **Insurers** to subrogate any claim to pursue a recovery action for **Rent** and **Costs**.

## GENERAL EXCLUSIONS

### 1. There is no cover if:

- (a) the **Insured Event** and **Legal Action** happen outside the **Territorial Limits**.
- (b) the **Insured Event** started before this policy began.
- (c) **You** do not have the relevant section of cover in place.
- (d) **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed.
- (e) an estimate of **Advisers' Costs** of acting for **You** is more than the amount in dispute.
- (f) **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.
- (g) **Your** insurers refuse to accept this insurance policy as valid or refuse indemnity.

### 2. There is no cover for:

- (a) claims for loss or damage if that loss or damage is insured under any other insurance.
- (b) claims made by, or against, **Your** insurance adviser, the **Insurer**, the **Adviser** or **Us**.
- (c) any claim **You** make which is false or fraudulent or exaggerated.
- (d) defending **Legal Actions** resulting from anything **You** did deliberately or recklessly.
- (e) **Costs** if **Your** claim is part of group claim or will be affected by or will affect the outcome of other claims.

### 3. There is no cover for any claim directly or indirectly arising from:

- (a) a judicial review.
- (b) defending or pursuing new areas of law or test cases.

### 4. Sanction Limitation and Exclusion Clause

The **Insurer** will not cover or be liable to pay any claim or provide any benefit under this section of **Your** insurance if doing so would expose it to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### 5. Cyber Attack Exclusion

The **Insurer** will not pay for any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program malicious code, computer virus or process or any other electronic system. This exclusion applies unless cover for **Costs** is specifically allowed for in the sections of cover above.

### 6. 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) **Legal** expenses is 'claims made' cover. This means that cover is for an **Insured Event** that happens during the **Period of Insurance** which **You** must tell **Us** about:
- during, or
  - no later than 30 days after the end of the **Period of Insurance**.

For this reason, **You** should tell **Us** as soon as possible of any claim, potential claim or any circumstances which might lead to **You** making a claim.

- (b) **We** might investigate the claim and take over and conduct the legal proceedings in **Your** name. Subject to **Your** consent (which **You** will not unreasonably withhold) **We** might reach a settlement of the legal proceedings.
- (c) Please note that **You** must supply, at **Your** own expense, all of the information which **We** need to decide whether a claim might be accepted.
- (d) If it is necessary to start court proceedings or a **Conflict of Interest** arises, you can ask **Us** to appoint an **Adviser** that **You** have chosen. **We** will only appoint an **Adviser** who agrees to **Our Advisers' Costs**.
- (e) If an **Adviser** that you have chosen charges more than **Our** agreed **Advisers' Costs**, **You** will have to pay the difference.
- (f) The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment which are available on request.
- (g) The **Adviser** will:
- provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
  - keep **Us** fully advised of all developments and give such information if **We** need it.
  - keep **Us** advised of **Advisers' Costs** incurred.
  - advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted cover under this insurance will be withdrawn unless **We** agree in **Our** absolute discretion to allow the case to proceed.
  - send in bills for assessment or certification by the appropriate body if asked for by **Us**.
  - attempt recovery of costs from third parties.
- (h) If there is a dispute about **Advisers' Costs**, **We** may need **You** to change **Adviser**.
- (i) The **Insurer** will only be liable for **Advisers' Costs** for work:
- **We** have expressly authorised in writing, and
  - undertaken while there are prospects of success.
- (j) **You** will supply all information asked for by the **Adviser** and **Us**.
- (k) **You** are responsible for all legal costs and expenses, including **Adverse Costs**, if **You** withdraw from the legal proceedings without **Our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **You**.
- (l) **You** must instruct the **Adviser** to give **Us** all information that **We** ask for and report to **Us** as **We** direct, at their own cost.

- (m) if the **Legal Action** is going to be decided by a court in England or Wales and the damages being claimed for are above the small claims track limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if **You**, or **Your** estate, do not recover the damages that are being claimed in the **Legal Action** in full or in part.

## 2. Prospects of Success

There must be a 51% or higher chance that **You** win the **Legal Action** and achieve a positive outcome. This could be, for example:

- recovering the amount of money at stake,
- enforcing a judgment,
- or achieving an outcome which is in **Your** best interests.

**We** will examine the facts of the case to assess **Your** chances of winning. If **We** conclude that **Your** chances of winning:

- are less than 51%, or
- at any point drop to less than 51%

**We** will not support the case.

## 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 that the Financial Ombudsman Service cannot deal with

If **You** and **We** both agree, a solicitor or a barrister can deal with the dispute. If **You** and **We** cannot agree on who will deal with it, the Law Society can choose someone to arbitrate. 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. Fraud

In the event of fraud, the **Insurer**:

- (a) will not be liable to pay the fraudulent claim
- (b) might recover any sums paid to **You** in respect of the fraudulent claim
- (c) might cancel this policy with effect from the fraudulent act and keep all premiums paid
- (d) will no longer be liable to **You** in any regard after the fraudulent act.

## 6. Other Insurances

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

## 7. Cancellation

**Your** right to cancel:

**You** can cancel this insurance at any time telling **Your** insurance adviser and giving 14 days written notice. If **You** do this within 14 days of taking out this insurance, **You** will get a refund of premium if **You** have not already made a claim under the insurance. If **You** cancel at any time after the first 14 days, **You** will get a refund of premium for the remaining term of this insurance if **You** have not made, and do not intend to make, a claim.

The **Insurer's** right to cancel:

The **Insurer** can cancel the insurance by giving 14 days' notice in writing to the **You** at the address shown on the schedule, or alternative address given by **You**. **You** will be entitled to a refund of premium proportionate to the unexpired term of this insurance if **You** have not made, and do not intend to make, a claim.

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

- (a) if **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) if it is found that **You** deliberately or recklessly, disclosed false information or failed to disclose important information.

## 8. English Law and Language

**Your** legal expenses cover is governed by English Law. The language for contractual terms and communication will be English.

## 9. Change in Law

This legal expenses cover 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 if the change restricts the cover under this policy and reject claims if the change gives a benefit which did not previously exist.

## PRIVACY AND DATA PROTECTION NOTICE

For the purpose of this Privacy and Data Protection Notice only, '**We**' means Arc Legal Assistance and the **Insurer**.

### Data Protection

**We** will keep **Your** personal information safe and private. There are laws that protect **Your** privacy and **We** follow them carefully. Under the laws, **We** are the company responsible for handling **Your** information (Data Controller). Here is a simple explanation of how **We** use **Your** personal information.

For more information visit **Our** website <https://www.arclegal.co.uk/privacy-policy/> and the **Insurer's** website <https://amtrustinternational.com/dpn>.

### What we do with your personal information

**We** might need to use the information **We** have about **You** for different reasons. For example, **We** might need it:

- to run through **Our** computerised system to decide if **We** can offer **You** this insurance.
- to help **You** if **You** have any queries or want to make a claim.
- to give **You** information, products or services if **You** ask **Us** to.
- for research or statistics.

**We** will need it:

- to provide this insurance.
- to contact **You** to ask if **You** want to renew it.
- to protect both **You** and **Us** against fraud and money laundering.
- to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/ sensitive and important such as information about **Your** health or any criminal convictions **You** might have. **We** might need this kind of information to decide if **We** can offer **You** this insurance or to help **You** with a claim. **We** will only use this information for these specific reasons and in line with regulatory conditions.

**We** might need to share **Your** information with other companies or people who provide a service to **Us**, or to **You** on **Our** behalf. They include companies that are part of **Our** group, people **We** work with, insurance brokers, **Our** agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else **We** might need to share it with by law. **We** will only share **Your** information with them if **We** need to and if it is allowed by law.

Sometimes **We** might need to send **Your** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). **We** currently send it to the USA and Israel. **We** make sure that **Your** information is always kept safely and treated in line with the law and this notice.

**You** can tell **Us** if **You** do not want **us** to use **Your** information for marketing. **You** can also ask **Us** to give **You** the information **We** have about **You** and, if there are any mistakes or updates, **You** can ask **Us** to correct them. **You** can also ask **Us** to delete **Your** information (although there are some things **we** cannot delete). **You** can also ask **Us** to give **Your** information to someone else involved in **Your** insurance. If **You** think **We** did something wrong with **Your** information, **You** can complain to the local data protection authority.

**We** will not keep **Your** information longer than **We** need to. **We** will usually keep it for 10 years after **Your** insurance ends unless **We** have to keep it longer for other business or regulatory reasons.

If **You** have any questions about how **We** use **Your** information, **You** can contact **Our** Data Protection Officer.



## 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 straightaway.

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 has not been resolved plus an indication of when **You** will receive a final response. 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 **You** will receive a final response. After eight weeks, if **You** are unhappy with the delay, **You** can 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](mailto:customerservice@arclegal.co.uk)

### **The Financial Ombudsman Service contact details are:**

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landline) or 0300 123 9123 (calls to this number cost no more than calls to 01 and 02 numbers.)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

### **The Financial Services Compensation Scheme (FSCS)**

The **Insurer** is covered by the FSCS. If it fails to carry out its responsibilities under this legal expenses cover, **You** might be entitled to compensation from the FSCS. Information about the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on 0800 678 1100 or 020 7741 4100

## AUTHORISATION

This policy is administered by Arc Legal Assistance Ltd who are 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) or by contacting the Financial Conduct Authority on 0800 111 6768.

For policies starting up to and including 31<sup>st</sup> January 2025:

This policy is underwritten by AmTrust Europe Limited, Registered Office: 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. This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

For policies starting from and after 1<sup>st</sup> February 2025:

This policy is underwritten by AmTrust Specialty Limited, Registered Office: Exchequer Court, 33 St Mary Axe, London EC3A 8AA, Registered Number: 1229676.

AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

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

## **Rentguard Insurance**

30-34 Houndsgate

Nottingham

NG1 7AB

**Telephone:** 0208 587 1060



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