LANDLORD LEGAL EXPENSES and RENT PROTECTION INSURANCE –

0 Month Excess

Vasek Insurance is a trading name of Arthur J. Gallagher Insurance Brokers Limited, which is authorised and regulated by the Financial Conduct Authority. Registered Office: Spectrum Building, 55 Blythswood Street, Glasgow, G2 7AT.

Registered in Scotland. Company Number: SC108909.

Welcome to **your** Landlord Legal Expenses and Rent Protection Insurance Policy.

This policy gives **you** access to legal advice, and funding for legal representation and costs associated with court proceedings.

It can help cover the financial costs if **you** bring or defend a legal action, and pays **rent** owed to **you** if a **tenant** defaults on their rent payments.

You also benefit from access to telephone helpline services for legal and tax advice.

WHAT YOU NEED TO KNOW ABOUT YOUR LANDLORD LEGAL EXPENSES and RENT PROTECTION POLICY

Arc Legal Assistance Limited manages this policy on behalf of the **insurer**.

Your contract for this landlord legal expenses and rent protection insurance policy is with the **insurer**.

We agree to provide cover in line with the terms, conditions and exclusions set out in this policy. **We** will pay **legal costs** and **rent**, up to the **claim limit** for each Section of Cover, if:

a) an **insured event** starts during the **period of cover** and within the **territorial limits**

b) the **insured event** leads to legal action that takes place within the **territorial limits**

c) **you** have paid or agree to pay the premium for the **period of cover**

d) **your** claim always has **reasonable prospects of success** and

e) **you** reside in the UK.

Please take time to read this policy and make sure that the cover meets **your** needs.

If there is anything that is not clear, please contact the company that arranged this policy for **you**.

HELPLINE SERVICES

Legal Helpline – 24 hours a day, 7 days a week	**Please Call 0344 770 1044**
You can use this helpline during the **period of cover** to discuss any legal or taxation problem **you** might have under the laws of the United Kingdom, Channel Islands and Isle of Man. This includes areas of law not covered by this policy. **We** may record and monitor calls.	

HOW TO MAKE A LANDLORD LEGAL EXPENSES AND RENT PROTECTION CLAIM

As soon as **you** become aware of an incident or circumstances which might lead to a claim under this policy, **you** must call the Legal Helpline on 0344 770 1044 and quote **"AJ Gallagher"**.

A delay in telling **us** about an incident may have a negative impact on **our** ability to help **you**. This may include the potential of **your** claim being refused.

The Legal Helpline will provide legal advice and guidance and if required, ask **you** to provide claim details by visiting https://claims.arclegal.co.uk. Alternatively, they can send **you** a claim form.

We will arrange an assessment of the claim to check it has **reasonable prospects of success** and meets all other policy terms and conditions.

If **we** accept the claim, **we** will appoint an **adviser** to deal with it.

If the incident is not covered by this policy, the Legal Helpline can continue to give **you** telephone-based advice.

Rent Protection claims

Rent Protection claims are conditional upon **you** pursuing a valid claim for **tenant** eviction under the Tenant, Mediation and Eviction section of cover.

Claims must be submitted to **us** at **your** own expense, with all supporting documentation, within 60 days of the **rent** being overdue.

Claims reported between 31 and 60 days of the **rent** being overdue are subject to a **late reporting excess** equal to the amount of one month's **rent**.

Any claim reported to **us** after 60 days of the **rent** being overdue are not covered and will be declined.

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DEFINITIONS - (Landlord Legal Expenses Insurance and Rent Protection)

Where the following words appear in bold in this policy, they have these special meanings.

Definition	This means
Adviser	The lawyer or law firm, mediator, accountant, or other qualified professional adviser **we** appoint to act for **you**.
Claim limit	The most **we** will pay for each **insured event**. This includes VAT. Each Section of Cover shows the **claim limit** that applies. For the purposes of the **claim limit**: All causes, actions, incidents or events that are related by cause or time will create a single **insured event**.
Conflict of Interest	A situation when **you** have a dispute with a person who: • also has legal expenses insurance with **us**, and • started their claim with **us** before **you** did.
Deposit	A Monetary Deposit: The sum of money collected from the **tenant** in cash or cleared funds and held in accordance with the Housing Act 2004 in respect of a **tenancy agreement** to which it applies. Or A Deposit Indemnity: any arrangement **you** have entered into for a deposit indemnity for losses **you** incur and that arise from the **tenant** failing to perform their obligations as set out in the **tenancy agreement**.
Excess	The first amount that **you** have to pay (or **we** may deduct from any payments made to **you**), towards any claim reported between 31 and 60 days after the **insured event**.
Guarantor	A person or organisation responsible for discharging the **tenant's** obligations under the **tenancy agreement** if the **tenant** fails to do so.
Insured event	The incident (or the start of a transaction, or series of incidents), which might lead to a claim (or claims) being made under the terms of this policy.
Inventory	A full and detailed check-list of the **property** and **your** contents within the **property**, noting their condition.
Insurer	AmTrust Specialty Limited.

Legal costs	These are: • **adviser's** fees up to £130 an hour plus VAT • expenses incurred by the **adviser** (for example, expert report fees, barristers' fees. These are sometimes called 'disbursements'). • adverse costs (these are the other side's legal costs which a court or other authority says that **you** have to pay).
Mediation	All forms of alternative dispute resolution which are not legally binding. For example: negotiation, conciliation.
Period of cover	The same period of time covered by the insurance policy, product or benefit to which this policy attaches.
Property	The residential property that is covered under the insurance policy to which this policy attaches and named in the **tenancy agreement**.
Reasonable prospects of success	There is a 51% or greater chance of winning the legal action and getting a positive outcome. A positive outcome is: • obtaining and enforcing any judgment when seeking damages, compensation or an injunction • successfully defending a contract or civil dispute in its entirety • successfully defending a criminal prosecution if **you** plead not guilty • reducing any sentence or fine received in a criminal prosecution if **you** plead guilty • being successful in **your** appeal against a decision. All legal actions are subject to proportionality - **We** can only cover claims if the potential financial benefit to **you** is likely to be greater than the **adviser's** fees and expenses involved.
Rent	The lesser of: • the monthly amount payable as set out in the **tenancy agreement** • the monthly rental amount shown in the schedule.
Tenancy agreement	An agreement between **you** and the **tenant** in relation to the **property** which is:- 1) an assured periodic tenancy in accordance with Part 1 of the Renters' Rights Act 2025, as amended from Section 5 of the Housing Act 1988 (as amended) or 2) the Housing (Scotland) Act 1988 or a private residential tenancy (as defined in the Private Housing (Tenancies) (Scotland) Act 2016); or 3) the Private Tenancies (Northern Ireland) Order 2006; or 4) a standard occupation contract under the Renting Homes (Wales) Act 2016 or 5) a Company Residential Tenancy (Company Let) created after 28th February 1997 where the **tenant** is a public limited company (plc) or limited company (Ltd) and the **property** is let purely for residential purposes of the **tenant's** employees and their family.

Tenant	The occupier of the **property** named in the **tenancy agreement** as the 'tenant' and any **guarantor**. <u>For Company Residential Lets</u> If the named 'tenant' is a company under a company residential let, the term 'tenant' includes the company itself and any employee of that company who is authorised by the company, to live at the **property**. If the **tenant** fails to meet their obligations; the **guarantor** becomes responsible for the duties, debts and promises that the **tenant** has not met.
Tenant Reference	A credit check against the **tenant** and any **guarantor**, obtained from a licensed credit referencing company showing: • no County Court Judgments in the past three years and • no outstanding County Court Judgments, together with copies of two forms of identification, one of which must contain a photograph, and • a written employers' reference on company letter headed paper confirming their permanent and current employment and • that their gross monthly salary is at least a multiple of 2.5 of the **rent** and • they have a permanent 'right to reside' in the **territorial limits**. 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** or **guarantor** must be obtained from one of the approved tenant referencing providers listed on the Arc Legal website; https://claims.arclegal.co.uk/info/approved-tenant-referencing-providers
Territorial Limits	The United Kingdom.
We / Our / Us	Arc Legal Assistance Limited on behalf of the **insurer**.
You / Your	The person(s) or registered company who: • has taken out this policy, and • paid the premium, and • is named in the **tenancy agreement** as the 'Landlord', and • is named as the 'Insured' or 'Policyholder' in the insurance policy, and • is the legally registered owner of the **property** or • has the legal right to let the **property**. If **you** die, **we** will cover **your** personal representatives to take legal action on **your** behalf in respect of cases that arose before **your** death.

SECTIONS OF COVER - (Landlords Legal Expenses and Rent Protection)

Tenant Mediation and Eviction

What is Covered Claim Limit - £100,000 each claim	What is NOT Covered
Legal costs to gain possession of the **property** where a **tenant** is in breach of the **tenancy agreement** by: a) **mediation** with the **tenant** or if necessary b) bringing a civil case for eviction. <u>Condition</u> Cover is subject to **you** meeting all requirements of points 1 & 2 of the GENERAL TERMS AND CONDITIONS.	Claims: 1. relating to the payment or non-payment of service charges as defined within the Landlord and Tenant Act 1985 2. if the eviction of the **tenant** is dealt with by a notice issued by the Home Office 3. in relation to any occupant of the **property** over the age of 18, other than the **tenant**.

Rent Arrears

What is Covered Claim Limit - £100,000 each claim	What is NOT Covered
Legal costs to bring a civil case to collect **rent** arrears after the **tenant** has been evicted and **you** have vacant possession of the **property**. <u>Condition</u> Cover is subject to **you** meeting all requirements of points 1 & 2 of the GENERAL TERMS AND CONDITIONS.	Claims: 1. if the amount in dispute is less than £1,000 2. falling within the jurisdiction of the First Tier Tribunal or the Upper Tribunal.

Hotel Expenses and Storage Costs

Hotel Expenses **What is Covered** **Claim Limit - £50 a day, maximum of 30 days each claim**	**What is NOT Covered**
Hotel expenses **you** incur while **you** try to get a possession order for the **property** so **you** can live in it. Conditions: **You** must have nowhere else to stay, and **you** must: a) be pursuing a valid claim for **tenant** eviction under the Tenant Mediation and Eviction section of cover b) show **us** evidence of the hotel costs. Cover will end as soon as **you** have possession of the **property**, and it is in a habitable condition.	
Storage Costs **What is Covered** **Claim Limit - £30 a day, maximum of 30 days each claim**	**What is NOT Covered**
Storage costs **you** incur to store **your** household possessions while unable to occupy the **property**. Conditions: **You** must: a) be pursuing a valid claim for **tenant** eviction under the Tenant Mediation and Eviction section of cover b) show **us** evidence of the storage costs. Cover will end as soon as **you** have possession of the **property**.	

Tenant Dilapidations Pursuit

What is Covered Claim Limit - £100,000 each claim	What is NOT Covered
Legal costs to bring a civil case for damages against a former **tenant** for costs incurred to rectify dilapidations (Physical damage, loss or disrepair) to: a) the **property** or b) **your** personal effects. <u>Conditions</u> After the **tenant** has vacated the **property**, **you** must prepare a detailed Schedule of Dilapidations. Cover is subject to **you** meeting all requirements of points 1 & 2 of the GENERAL TERMS AND CONDITIONS.	Claims: 1. if the amount in dispute is less than £1,000 after **you** have used the full amount of any **deposit you** hold. 2. if the missing or damaged items were not contained within an **inventory** signed by **you** and by the **tenant** at the start of this policy.

Property Trespass and Property Damage

What is Covered Claim Limit - £100,000 each claim	What is NOT Covered
Legal costs to bring a civil case for damages or injunctions against a person or organisation (but not the **tenant**) a) for nuisance or trespass that infringes **your** legal rights in relation to the **property**, or b) that caused physical damage to the **property** or to **your** personal effects.	Claims: 1. for any works done or to be done by or under the order of any government or public or local authority 2. for adverse possession (also called 'squatter's rights') if **you** failed to properly secure the **property** 3. about a contract **you** have entered into 4. that arise from: • planning law • the movement of land, for example: - subsidence - heave - landslip - mining or quarrying.

Contract Disputes

What is Covered Claim Limit - £100,000 each claim	What is NOT Covered
Legal costs, to bring or defend a civil case for damages or specific performance, that arise from a breach of contract for buying, selling or renting goods or services relating to the **property**. Condition The contract must have been agreed after **you** bought this policy. This condition will not apply if: • **you** held comparable cover before the contract was agreed, and • there has been no break in cover since then.	Claims: 1. if the amount in dispute (including VAT) is less than £1,000 2. if the amount in dispute relating to constructing buildings or altering their structure is more than £10,000 (including VAT) 3. that result from repair or renovation if the contract value is more than £100,000 (including VAT) 4. that relate to a dispute with: • a **tenant** • any government, public or local authority • any financial services company about the sale or performance of its products and services • any insurance company about either; o the amount, or o the way it settles a claim 5. that result from the sale of the **property** or the purchase of another property 6. that relate to any dispute concerning the **deposit**.

Legal Defence

What is Covered Claim Limit - £100,000 each claim	What is NOT Covered
Legal costs to defend or represent **you** if any of these events arise from **your** obligations as a Landlord: • before **you** have been charged, interviews with anyone who has the power to prosecute, for example, the Police or Health and Safety Executive • a criminal prosecution against **you** in court • in a civil case against **you** under laws for unlawful discrimination.	Claims: 1. that involve an allegation of violence or dishonesty 2. if injury has occurred.

Tax Disputes

What is Covered Claim Limit - £100,000 each claim	What is NOT Covered
Legal costs if **you** are subject to an HMRC enquiry into **your**; a) personal income tax position, or b) corporate income tax position, in connection to the **property**. <u>Conditions</u> This cover applies only if **you** have: a) maintained proper, complete, truthful and up to date records, and b) made all returns at the due time without having to pay any penalty.	Claims for: 1. adverse costs (these are HMRC's legal costs which a court or other authority says that **you** have to pay) 2. **legal costs** for any change to the tax return after it is first submitted to HMRC 3. enquiries into any business, any enterprise or any other venture gain. This exclusion does not apply in respect of tax returns solely in connection with the **property** 4. alleged fraudulent evasion of tax and any case dealt with by Special Civil Investigations Office, Boards Investigation Unit of any other special office of HMRC.

Identity Fraud

What is Covered Claim Limit - £100,000 each claim	What is NOT Covered
Legal costs to defend **your** legal rights relating to the **property** if **your** personal information has been used without **your** permission, and that results in a crime. **We** will: a) take steps to remove County Court Judgments b) deal with organisations that have; • received an application in **your** name for credit, goods or services • asked **you** for payment as a result of the identity fraud c) tell all relevant organisations that **you** have been the victim of identity fraud, for example, credit referencing agencies.	Claims: 1. if **you** didn't take actions to protect yourself from further identity fraud following a previous identity fraud claim 2. if the identity fraud has been carried out by someone who is living or has lived with **you** 3. for any financial loss or other benefit obtained as a result of identity fraud.

Witness Attendance

What is Covered Claim Limit - £1,000 each claim	What is NOT Covered
Loss of earnings if **you** are absent from work to attend any proceedings at the request of the **adviser**. Condition **We** will need to see evidence of the loss of earnings.	Loss of earnings for: 1. any sum that **you** can recover from the court, tribunal or **your** employer 2. taking part in **mediation**.

Rent Protection

What is Covered Claim Limit - Up to a maximum of £2,500 a month	What is NOT Covered
Part A **Rent** arrears during the **period of cover** until **you** regain vacant possession of the **property** while **you** are pursuing a valid claim for **tenant** eviction under the Tenant Mediation and Eviction section of cover. <u>Conditions</u> Claims under this section are only covered if: a) **you** have met all requirements under CLAIMS TERMS, CONDITIONS and PROCEDURES b) the amount owed in **rent** arrears is more than the amount of the remaining **deposit** after any repair costs are deducted. c) **you** report to **us** all offers to settle **rent** arrears. **You** must also accept the outcome and **our** decision regarding any reasonable settlement offers. If **you** do not, **we** can withdraw all cover with immediate effect and not make any further payments.	1. Claims: • if the **rent** is not 30 days in arrears from the due date as set out in the **tenancy agreement** • reported after 60 days from the due date as set out in the **tenancy agreement**. 2. **We** will not pay Interest on **rent** arrears or any deferred payments 3. Any **excess**
Part B When **you** have regained vacant possession and if the **property** needs repairs to allow it to be re-let, **we** will pay up to 50% of the **rent** during the **period of cover** for: • three (3) months, or • until the **property** is re-let, whichever happens sooner.	If **you** do not accept **our** decision regarding any reasonable settlement offers under Rent Protection 'Part A' section of cover.

Conditions

Housing Benefit

If the **tenant** applies for Housing Benefit or Universal Credit, **we** will not make a rent claim payment until the outcome of the application is known.
If the application is rejected, **we** will pay **your** rent claim payment and backdate it to the date that **you** could first claim.
You must provide **us** proof of the outcome of the Housing Benefit or Universal Credit application before **we** can pay **your** rent protection claim.

Payments Process

We pay **rent** arrears claim payments 1/30th of the **rent** for each day **you** are owed, as follows:

Interim Monthly payments

We pay monthly in arrears after deduction of any **excess**.

We will give **you** a Rent Statement showing for example: what **you** are owed, and what **we** have paid.

We will send **you** a 'continuation claim form' monthly, for **you** to complete and return for any further payments.

Final Payment

Once **you** have gained vacant possession, **we** will provide an updated Rent Statement showing:

- the total of **rent** due
- less any **excess**
- less any remaining **deposit** amount
- less any amounts already paid to **you** (from either the **tenant** or interim monthly payments)

to reach the final settlement figure.

If there are any dilapidations (repairs) required to the **property**, **we** will pay back up to any remaining **deposit** amount less any **excess**. **We** will need to see evidence of the cost of repairs.

If, after deduction of any **excess**, the final settlement figure is less than the amount of the **deposit**, **you** must pay **us** back the difference.

Recoveries

We will keep any money **we** recover from the **tenant** or **guarantor** to reimburse **us** for **rent** payments made to **you**.

GENERAL EXCLUSIONS - (Landlord Legal Expenses and Rent Protection)

These General Exclusions apply to all Sections of Cover under this landlord legal expenses and rent protection insurance.

1. There is no cover if:

a) the **insured event** started before this policy began

b) when **you** bought this policy, **you** knew or should have known that the circumstances leading to a claim under this insurance already existed.

2. There is no cover for:

a) any claim where **reasonable prospects of success** do not exist

b) fines, penalties or any damages that **you** have to pay as a result of legal action

c) any allegation against **you**, that involves malicious falsehood or defamation

d) claims for loss or damage if that loss or damage is insured under any other class of insurance (which is not legal expenses insurance).

e) claims made by, or against, the company that arranged this insurance for **you**, the **insurer**, the **adviser** or **us**

f) any costs incurred before **we** accept the claim

g) **legal costs** or any other costs and expenses incurred which **we** have not agreed in advance or are more than **we** have approved in writing

h) any claim **you** make which is false or fraudulent or exaggerated

i) defending legal actions that result from anything **you** did deliberately or recklessly

j) any claims brought under a Group Litigation Order or equivalent procedure, or as a standalone claim with multiple beneficiaries

k) disputes between the **adviser** and any other party which is only about the level of **adviser's** fees.

l) any claim for a dispute about cladding or fire safety.

'Cladding' means any:

- composite panels, cladding or façades of the **property**
- internal or external wall systems and associated core, filler or insulation material used in the **property**

and the fixing systems used for them.

'Fire safety' means the fire safety, fire performance or combustibility of the **property** or any part of it.

m) any claim that results from a disease if a:

- government or local authority in the **territorial limits**, or
- public health body (for example, the World Health Organisation, or the US Centers' for Disease Control and Prevention)

declares that disease to be an epidemic or a pandemic.

3. There is no cover for any claim directly or indirectly that arises from:

a) a dispute between **you** and someone **you** live with or have lived with

b) a judicial review

c) defending or pursuing new areas of law or test cases

4. Cyber attack

We 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 will not apply to any Section of Cover, which allows for **legal costs** resulting from a cyber-attack.

5. Sanctions

We do not have to provide cover or benefits, pay any claim or give any refund if **you**, or any person acting on **your** behalf:

- are subject to, or
- do (or don't do) something that exposes AmTrust Specialty Limited, or any company in the AmTrust group, to

any sanction, prohibition or restriction under United Nations resolutions, or sanction, law or regulation of the European Union, United Kingdom, the USA or any other government or regulatory authority.

If this happens, **we** can also cancel the policy with immediate effect by writing to **you**.

6. War, terrorism and nuclear risks

A claim caused by, contributed to by, or arising from:

a) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined by law in the United Kingdom.

b) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel

c) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it.

CLAIMS TERMS, CONDITIONS AND PROCEDURES - (Landlord Legal Expenses and Rent Protection)

Telling us about a claim

As soon as **you** become aware of an incident or circumstances which might lead to a claim under this policy, **you** must call the Legal Helpline on 0344 770 1044.

A delay in telling **us** about an incident may have a negative impact on **our** ability to help **you**. This may include the potential of **your** claim being refused.

You must give **us**, at **your** own expense, all the information **we** need to assess **your** claim.

We will arrange an assessment of the claim to check it has **reasonable prospects of success** and meets all other policy terms and conditions.

If **we** accept the claim, **we** will appoint an **adviser** to deal with it.

If a rent payment is overdue

You must follow these steps to try and reach a fair and timely resolution before **we** consider a claim.

However, **you** should still report the claim as soon as **you** become aware that **you** haven't received the **rent**.

To help both **you** and **us** understand the reason for the overdue **rent** payment **you must**:

a) contact both the **tenant** and any **guarantor** within seven (7) days of the **rent** being due

b) if the **rent** is still not paid, contact the **tenant** and **guarantor** again after a further seven (7) days

c) if there is still no response from the **tenant** or **guarantor** after a further seven (7) days, and it is lawful to do so, serve a formal notice of **your** intention to inspect the **property**

d) carry out the visit to the **property** within the minimum notice period allowed in **the tenancy agreement**.

Note: -All contact with the **tenant** or **guarantor** should be recorded. If contact is made by telephone, **you** should follow up with a text message.

If you are ever unsure about your legal rights or responsibilities during this process, you must seek legal advice from the Legal Helpline.

Rent Protection claims

Rent Protection claims are conditional upon **you** pursuing a valid claim for **tenant** eviction under the Tenant, Mediation and Eviction section of cover.

Claims must be submitted to **us** at **your** own expense, with all supporting documentation, within 60 days of the **rent** being overdue.

Claims reported between 31 and 60 days of the **rent** being overdue are subject to an **excess** equal to the amount of one month's **rent**.

Any claim reported to **us** after 60 days of the **rent** being overdue are not covered and will be declined.

Freedom to choose your own adviser (this does not apply to any claim that includes an element of rent protection)

If the claim:

- reaches the point that court proceedings need to start, or
- there is a **conflict of interest**,

you can choose a suitably qualified lawyer or law firm, accountant or other qualified adviser.

You must tell **us** their name and address, so **we** can consider **your** request to appoint them as the **adviser**.

Your chosen adviser must agree to **our** terms of appointment, (which **we** will send to them).

If they do not agree to **our** terms of appointment, **we** will not appoint them. If this happens, **you** can still choose a different adviser.

The most **we** will pay for **adviser's** fees is £130 an hour plus VAT.

You will be responsible for any **adviser's** fees that are over £130 an hour plus VAT.

If a claim is in progress and **your** chosen **adviser** no longer complies with **our** terms of appointment, **we** will withdraw cover or appoint a different **adviser** to continue **your** claim.

Proportionality

If **we** or the **adviser** consider that the **adviser's** fees and expenses will be more than **you** can recover in a successful outcome, **we** can decline **your** claim or withdraw cover for it.

We can only cover claims if the potential financial benefit to **you** is likely to be greater than the **adviser's** fees and expenses involved. If **we** or **your adviser** estimate these costs will be more than the amount **you** could potentially gain, **we** can decline **your** claim or stop cover for it. For example, **we** will not pay the **adviser's** fees and expenses that are more than the amount:

- of damages that **you** are claiming in the legal action.
- a fine is likely to be significantly reduced if **you** plead guilty to a criminal prosecution.

Your responsibilities

Once **we** have appointed an **adviser**:

a) **we** will only pay for **legal costs** for work undertaken while there are **reasonable prospects of success** and that **we** have expressly authorised in writing

b) **you** must supply all information that **we** and the **adviser** ask for, and keep the **adviser** updated with progress of the claim and always cooperate with them

c) if **you** withdraw from the legal action without **our** agreement, **you** will have to:

- pay all **legal costs** and
- reimburse **us** for any **legal costs we** have already paid for this claim

d) **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

e) if **we** or **your adviser** ask **you** to, **you** and **your** agent must attend any; tribunal,-arbitration, **mediation**, regulatory proceedings or court hearing in relation to an **insured event**.
You must also accept the outcome and **our** decision regarding any reasonable settlement offers. If **you** do not, **we** can withdraw all cover with immediate effect and not make any further payments.

Other insurances

If **you** have another insurance policy that would also cover **your** claim, **we** only have to pay **our** share of the claim.

So that **we** can recover any money that is more than **our** share of the claim, **you** must:

- tell **us** that **you** have the other insurance policy, and
- give **us** full details of it, and

let **us** take all necessary steps to enforce it in **your** name.

Subrogation

If **you** make a claim on this policy and **you** have rights that **you** can enforce against someone else, **you** must:

- take all necessary steps to enforce those rights for **our** benefit, or
- let **us** take those steps in **your** name.

This is so that if the other person is liable to pay towards the claim, **we** can recover any money that **we** have paid or might have to pay.

You must also let **us**, in **your** name, take over, conduct, defend and settle any claim against **you** that **we** may be liable for.

Doing this will not affect **your** claim with **us**. If there are any costs for taking these steps, **we** will pay them.

GENERAL TERMS AND CONDITIONS - (Landlord Legal Expenses and Rent Protection)

The following terms and conditions apply to all Sections of Cover of this policy unless stated otherwise. **You** must comply with them for this policy to remain in full force and effect.

1. Residency

For this policy to be valid, **you** must be located within the United Kingdom, Channel Islands or Isle of Man.

2. There is no cover if:

a) the **insured event** occurs within the first 90 days of the **period of cover**, if the **tenancy agreement** started before **the period of cover**

This condition does not apply if:

- **you** held comparable cover before the start of the **tenancy agreement** and
- there has been no break in cover.

b) **you** do not comply with all laws and regulations relating to renting out the **property**

c) **you** cannot provide proof that **you** completed a **tenant reference** before the start of the **tenancy agreement**, or if the **tenancy agreement** started more than 31 days after the **tenant reference**

d) **you** do not perform **your** obligations under the terms of the **tenancy agreement**

e) the **property** is not solely residential

f) the **tenant** or **guarantor** is under 18 years of age

g) **you** have allowed the **tenant** into possession of the **property** before:

- a **tenant reference** has been obtained
- the **tenancy agreement** has been signed by all parties
- an **inventory** has been signed by all parties
- the **deposit** has been received or secured. This must be equal to or more than one month's **rent**
- **you** have not kept 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 this insurance have been met

h) **you** do not have the correct type of mortgage or permission from **your** lender to let the **property**

i) **you** gave any false or misleading information when **you** applied for a **tenant reference**

j) **tenant reference** was subject to a **guarantor** and

- the **guarantor** was not correctly assigned to the **tenancy agreement,** or
- there is no legally binding deed of guarantee in place.

These conditions (No.2) do not apply to the Sections of Cover: - 'Property Trespass and Property Damage', and 'Contract Disputes'.

3. Disclosures

Part A - Private Individuals

You must give us the information we ask for

We rely on the information **you** have provided to the company that arranged this policy for **you**. **You** must take care to give full and accurate answers to any questions they ask. This applies when **you** buy a policy or make changes to it. If **you** don't give them full and accurate answers, this can affect **your** cover and **we** can:

- cancel the policy and refuse to pay any claim, or
- not pay a claim in full.

We will write to **you** if **we**:

- plan to cancel the policy, or
- need to change the policy terms, or
- need **you** to pay more for the policy.

If **you** realise that **you** have given answers that are not full or accurate, **you** must tell **us**.

Part B - If the policy is for a partnership, a sole trader, a limited company or other legal person:

The information we need to know

We need to understand the risk that **we** are going to insure. By law the person buying the policy has to do what they can to help **us** assess that risk. They need to do this before the policy starts, at each renewal and when they make any changes.

This means they must:

a) tell **us** all material facts which they know or should know.

b) tell **us** in a way that is clear and easy to understand.

c) be honest and make sure that what they tell **us** is correct.

A 'material fact' is information that would help **us** decide:

- whether to offer the policy or not and, if so,
- the terms of that policy.

This means:

a) if the policy is for a person - for example a sole trader or individual partner - **we** need to know:
   - what they know and what anybody who arranges this policy knows.
   - what a reasonable search of the information available to **them** should show.

b) if the policy is not for a person but an organisation, for example, a limited company or partnership, **we** need to know:
   - what senior managers know. These are the people who have a significant role in making decisions about running the organisation or how it is set up.
   - what anybody who is responsible for buying this policy knows.
   - what a reasonable search of the available information should show. This may be within the organisation (for example with subsidiaries, affiliates, the broker or anyone else the policy will cover). A reasonable search could include making enquiries, but other methods may also be reasonable.

Whoever the policy is for, for example subsidiaries, affiliates (or anyone else), the enquiries must include them. If the enquiries do not include them, **we** need to know this.

Important Information

If **we** do not have all the material facts before the policy starts or when there is a change to the policy, there are a number of possible outcomes. These depend on why **we** don't have all those facts. If the reason the person buying the policy didn't give **us** the material facts**:**

- was deliberate or reckless,
    - **we** can cancel the policy. **We** do not have to pay any claims, and **we** can keep all the premiums **we** have received.
- was not deliberate and not reckless, but if **we** had known the material facts, **we** would not have accepted the policy on any terms,
    - **we** can cancel the policy and do not have to pay any claims, but in that case, **we** will refund the premium.
- was not deliberate and not reckless, but if **we** had known the material facts, **we** would have applied different terms to the policy,
    - **we** can add those different terms with effect from the start date (or the date of the change to the policy).
- was not deliberate and not reckless, but if **we** had known the material facts, the premium would be higher,
    - **we** will pay any claim as a proportion of the premium that **we** charged compared to the higher premium that **we** would have charged.

For example: **we** didn't know all the material facts and charged a premium of £20. If **we** had known all the material facts, the premium would have been £40. So, the premium is half what it should be. This means that for any claim that **we** receive, **we** will work out what to pay and then pay half. So, if **we** received a valid claim for £200, **we** would pay half of that, which is £100.

4. Fraud

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

a) will not have to pay the fraudulent claim
b) can recover any sums from **you** which **we** have paid to **you** or the **adviser**
c) can cancel this policy with effect from the date of the fraudulent act and keep all premiums paid
d) will no longer be liable to **you** in any regard after the fraudulent act.

5. Cancellation

Your right to cancel

You can cancel this cover at any time by giving 14 days' notice to the company that arranged this policy for **you**.

If **you** cancel within 14 days of:

- buying this policy, or
- receiving the policy documents (if this happens later),

we will refund the premium in full provided **you** have not made a claim, and do not intend to make a claim.

If **you** cancel after the first 14 days, **we** will refund the premium for what is left of the **period of cover** provided **you** have not made a claim, and do not intend to make, a claim.

Our right to cancel

We will only do this in exceptional circumstances, for example:

a) **We** reasonably suspect fraud
b) **You** use threatening or abusive behaviour or language or try to intimidate or bully of **our** staff or suppliers
c) **We** find that **you,** deliberately or recklessly, gave **us** false information or did not tell **us** important information.

We will give **you** 14 days' notice in writing. **We** will send the notice to the latest address **we** have for **you**. If **you** have not made, and do not intend to make a claim under this policy, **we** will refund any premium **you** have paid for what is left of the **period of cover**.

Insolvency, liquidation or bankruptcy

You must tell **us** if **you:**

- become insolvent, go into liquidation, administration, receivership or bankruptcy, or
- enter into a voluntary or deed arrangement, or
- if legal proceedings start for any of these situations.

We will cancel the policy straight away because **you** will no longer have control to make decisions about **your** finances.

If **you** have an ongoing claim, **you** no longer have control to make decisions about the claim. **We** will pay the claim up until the date **we** cancel the policy, but the claim will end on that date.

If **you** have not made a claim, **we** will refund any premium **you** have paid for what is left of the **period of cover**.

6. English Law and Language

If there is a dispute about or in connection with this policy:

- the laws of England and Wales will apply to the dispute.
- only the courts of England can decide the outcome of the dispute.

All contract terms and communication will be in English.

7. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this insurance 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.

8. 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 gives a benefit which did not previously exist.

9. Acts of Parliament

If **we** refer to any:

- law or regulation,
- statutory or regulatory authority, or
- competent judicial or quasi-judicial body

this will include its equivalent in the rest of the **territorial limits**, and any law, regulation, authority or body that supersedes it.

NOTICES

Privacy and Data Protection Notice – (Landlord Legal Expenses and Rent Protection)

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

Data Protection

We are committed to protecting and respecting **your** privacy in accordance with the current data protection legislation. Below is a summary of the main ways in which **we** process **your** personal data, for more information please visit https://www.arclegal.co.uk/privacy-policy/ or AmTrust's website at https://amtrustinternational.com/dpn

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

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 websites for full address details.

Vasek Insurance Short Form Privacy Notice

We (Vasek Insurance) are the data controller of any personal data you provide to us. We collect and process personal data in order to offer and provide insurance services and policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to comply with our legal and regulatory obligations. This may involve sharing information with, and obtaining information from, our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes.

Please see our Privacy Notice for further information on how your personal data is used, shared, disclosed and retained, your rights in relation to your personal data and how to contact our Data Protection Officer. Our Privacy Notice can be found at Privacy Policy | AJG United Kingdom. From time to time we may make important updates to our Privacy Notice and these may in turn affect the way we use and handle your data. Please ensure you review our Privacy Notice periodically to ensure you are aware of any changes.

If you are providing us with personal data of another individual that would be covered under the insurance policy we may be placing or services we may provide to you, you shall ensure that you have obtained all appropriate must not share personal data with us that is not necessary for us to offer, provide or administer our services to you.consents, where required, tell them you are providing their information to us and show them a copy of this notice.

HOW TO MAKE A COMPLAINT - (Landlord Legal Expenses and Rent Protection)

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**:

Arc Legal Assistance Ltd

P O Box 8921

Colchester

CO4 5YD

☎ 01206 615000

✉ customerservice@arclegal.co.uk

We will confirm within five working days, that **we** have received the complaint.

Within four weeks **you** will receive either a final response or an explanation of why the complaint has not been resolved and 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 and an indication of when **you** will receive a final response.

You may be able to take the complaint to the Financial Ombudsman Service (FOS), if **you**:

- are not happy with the final response to **your** complaint, or
- have not received a response within eight weeks of the date **you** made the complaint,

but **you** must do this within six months.

The FOS contact details are:

Financial Ombudsman Service

Exchange Tower

London

E14 9SR

☎ 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).

✉ complaint.info@financial-ombudsman.org.uk

Financial Services Compensation Scheme (FSCS)

The **insurer** is covered by the FSCS. **You** may be able to get compensation from the FSCS if the **insurer** goes out of business and can't meet its commitments under this contract, This might, for example, be a claim that it cannot pay, or a refund it owes **you**. **You** can get more details from:

Financial Services Compensation Scheme

PO Box 300

Mitcheldean

GL17 1DY

☎ 0800 678 1100 (calls are free) or 020 7741 4100

🖳 www.fscs.org.uk

The Insurer and the Administrator

AmTrust Specialty Limited is the insurer of this policy. It is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Its financial services reference number is 202189.

Registered in England & Wales under company number 01229676.

Its registered office is at:

Exchequer Court

33 St Mary Axe

London

EC3A 8AA

United Kingdom

Arc Legal Assistance Limited arranges and is the administrator of this policy. It is authorised and regulated by the Financial Conduct Authority. Its financial services reference number is 305958.

Registered in England & Wales under company number 04672894.

Its registered office is at:

The Gatehouse

Lodge Park

Lodge Lane

Colchester

Essex

CO4 5NE

To check these details on the Financial Services Register, visit the website www.fca.org.uk/register or call the Financial Conduct Authority on 0800 111 6768.

Vasek Insurance - 30-34 Hounds Gate, Nottingham, NG1 7AB, United Kingdom

Tel: 0115 950 5052 or www.vasek.co.uk

Vasek Insurance is a trading name of Arthur J. Gallagher Insurance Brokers Limited, which is authorised and regulated by the Financial Conduct Authority. Registered Office: Spectrum Building, 55 Blythswood Street, Glasgow, G2 7AT.

Registered in Scotland. Company Number: SC108909.

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