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insurance services

powered by
PIVOTAL

Your Landlords Legal and Rent Protection Policy Wording

Your Landlords Legal and Rent Protection

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First2protect – Your Landlords Legal and Rent Protection Insurance

Legal & Tax Helpline

Use the 24 hour advisory service for telephone advice on any legal or tax problem of concern to **You** in connection with the **Insured Property**.

Specialist lawyers are at hand to help **You**. If **You** need a lawyer or an accountant 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 'first2protect – Landlords Legal and Rent Protection'.

Telephone calls may be recorded to meet **Our** regulatory obligations and for training and monitoring purposes.

Lifestyle Counselling Helpline & Online Support Service

This service can help with a range of problems from practical everyday matters to sensitive or emotional issues. **Our** specialists will help **You** deal with personal relationship problems, problems with colleagues in the workplace and other issues affecting **Your** general wellbeing.

Counsellors and information specialists are also trained to help **You** with practical problems like debt.

The helpline is complemented by a comprehensive online information and support service, through which **You** can access information and advice on a range of issues and problems which often impact on everyday life. Topics are diverse and include relationships, childcare issues, consumer issues, stress, health and fitness. Information is updated regularly by a team of experienced counsellors and information specialists.

To access the Counselling Helpline simply telephone 0344 770 1036 and quote 'first2protect - Landlords Legal and Rent Protection'. This helpline is open 24 hours a day, seven days a week.

You can access the Online Support Service by visiting www.arclegal.co.uk/carefirst where **You** will be required to enter the username 10209 and password F2PFLEI.

Domestic Helpline

Use the helpline following an emergency in the home for which a tradesman's assistance is required.

The helpline will source and deploy an approved tradesman to **Your** home. **You** will be responsible for the tradesman's charges. Where appropriate **We** may substitute deployment of a tradesman with the provision of technical advice over the telephone giving **You** the means to rectify the problem yourself.

Simply telephone 0344 770 1041 and quote 'first2protect – Landlords Legal and Rent Protection'.

Policy Wording

Terms of Cover

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 policy are contained under the 'Conditions' section and should be read carefully.

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by AmTrust Specialty Limited, on whose behalf **We** act.

In the event of a valid claim under this insurance, **We** will appoint **Our** mediators, panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other professional service providers or legal representatives' fees unless court proceedings are issued or a conflict of interest arises.

Where it is necessary to start court proceedings or a conflict of interest arises and **You** want to use a legal representative of **Your** own choice, **Advisers' Costs** payable by **Us** are limited to no more than:

(a) **Our** standard **Advisers' Costs**; or
(b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs regime, whichever is the lower amount.

Claims must be reported to **Us** within 45 days of the **Insured Incident**. Notification will only be deemed to have been made upon receipt by **Us** of a fully completed claim form accompanied with all requested supporting documentation. Failure to notify the claim within this time will invalidate the insurance.

The insurance covers **Advisers' Costs** and **Rent** up to the **Limit of Indemnity** where:

a) The **Insured Incident** takes place in the **Period of Insurance** and within the **Territorial Limits**; and
b) The **Proceedings** take place in the **Territorial Limits**.

The Meaning of Words

Where the following words appear in bold they have these special meanings. The definitions contained here should be read in conjunction with those that apply to the whole policy. For the purposes of this section of the policy, if a term is defined in this section and elsewhere in the policy, the definition in this section will be used.

Adviser	**Our** mediator, panel solicitor, their agents,an accountant or other appropriately qualified person, firm or company appointed by **Us** to act for **You**.
Advisers' Costs	Legal accountancy and mediation fees incurred by the **Adviser** up to the hourly rate shown in **Our** fee scale ruling (capped at the **Limit of Indemnity**) at the time the **Adviser** is instructed and disbursements Essential to **Your** case. Legal costs shall be assessed on the standard basis and third party's costs shall be covered if awarded against **You** and paid on the standard basis of assessment.
Business Full Enquiry	An enquiry into **Your** self assessment tax return (whether corporate or individual) commenced by **HMRC** under Section 9A or 12AC of the Taxes Management Act 1970 or pursuant to paragraph 24 (i) of Schedule 18 of the Finance Act 1998.
Data Protection Laws	Applicable legislation protecting the personal data of natural persons, including in particular the Data Protection Act 1988 and any replacement to it (and from 25th May, The GDPR), together with guidance and codes of practice issued from time to time by relevant supervisory authorities.
Deposit	The sum of money collected from the **Tenant** in accordance with Section 213 of the Housing Act 2004 (and any amending legislation) in respect of a **Tenancy Agreement** to which it applies and held by **You** or **Your** agent as an indemnity for losses incurred by **You** arising from the **Tenant** failing to perform his obligations set out in the **Tenancy Agreement**. A minimum amount equal to one month's **Rent** must be retained as the **Deposit**. Deposit replacement insurance may be purchased in lieu of a Deposit, however this must meet or exceed the minimum sum above.
Dilapidations Inventory	A full and detailed inventory of **Your** contents and their condition within the **Insured Property** which has been signed by the **Tenant**.
Disclosure Breach	Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.
Excess	The amount that You are required to pay towards any claim. Rent Guarantee: An amout equal to two Month's Rent.
GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the Protection of natural persons with regard to the processing of personal data and on the free movement of such data including where appropriate any local implementing laws as updated from time to time.
Guarantor	The individual or organisation assigned to the **Tenancy Agreement** that has received a **Tenant Reference** and provided a financial guarantee of the **Tenant's** performance of his obligations under the **Tenancy Agreement**.
HMRC	H.M. Revenue and Customs in the United Kingdom.
Identity Fraud	A person or group of persons knowingly using a means of identification belonging to **You** without **Your** knowledge or permission with intent to commit or assist another to commit an illegal act.
Insured Incident	The incident or the first of a series of incidents which may lead to a claim under this insurance. Only

one **Insured Incident** shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.

In a claim arising from **Identity Fraud** the **Insured Incident** is a single act or the start of a series of single acts against **You** by one person or group of people.

In **Business Full Enquiries** the **Insured Incident** will be the date that **You** or the **Adviser** are contacted either verbally or in writing, by the relevant department of **HMRC** advising **You** of either dissatisfaction with **Your** returns, or amounts paid, or notice of intention to investigate.

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

Insurer — AmTrust Specialty Limited.

Limit of Indemnity — The maximum payable in respect of an **Insured Incident**.

Hotel Expenses: £150 per day up to a maximum of 30 days.

Storage Costs: £10 per day up to a maximum of 30 days.

Rent Guarantee: Maximum Monthly Rent: £1,250

Maximum Rent Payable: 6 months

All other sections: £50,000 any one claim.

Period of Insurance — The **Period of Insurance** shown in the insurance schedule.

Proceedings — The pursuit of eviction proceedings, civil legal cases for damages or injunctions and the defence of criminal prosecutions.

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

Tenancy Agreement — A **Tenancy Agreement** between **You** and the **Tenant** in relation to the **Insured Property** which is:

a) An Assured Shorthold Tenancy Agreement as defined within the Housing Act 1988 (as amended) or its equivalent outside of England and Wales but within the **Territorial Limits**, or

b) A Company Residential Tenancy (Company Let) created after 28th February 1997 where the **Tenant** is a public limited company (plc) or limited company (Ltd) or its equivalent outside of England and Wales but within the **Territorial Limits** and the **Insured Property** is let purely for residential purposes of the **Tenant's** employees and their family, 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 per annum or its equivalent outside of England and Wales but within the **Territorial Limits**, and which is:
   i) Appropriate for the tenancy; and
   ii) Where 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.

d) A Private Residential Tenancy Agreement as defined within the Private Housing (Tenancies) (Scotland) Act 2016

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

Tenant — 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

Tenants, afford to cover the cost of the **Rent** in full.

Tenant Reference

There is only a requirement for a **Tenant Reference** under the Rent Guarantee section of cover.

There is no requirement for a **Tenant Reference** as long as both of the below have been met:

a) The **Tenancy Agreement** has been in place for more than 12 months at the start of the **Period of Insurance**
b) There has been no history of arrears, which would include payments made 1 or more calendar days later than the rent due date as set out in the **Tenancy Agreement**.

The **Tenant Reference** requires:

a) 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; and
b) Written references from a previous managing agent or landlord; and
c) A written employers' reference on company letter headed paper confirming their permanent and current employment and that their salary is at least a multiple of 2.5 of the **Tenant's Rent**.

If all of the above are not available or in the case of student tenants or tenants receiving any income or housing related government benefit, a full **Tenant Reference** showing a Pass on the **Tenant** and **Guarantor** must be obtained from **Our** approved Tenant Referencing Company. Details of these companies are available by referring to the Arc Legal website: https://claims.arclegal.co.uk/info/approved-tenant-referencing-providers

In the case of a Company Residential Tenancy Agreement a company reference must be carried out and graded as a Pass.

Territorial Limits

The United Kingdom.

We/Us/Our

Arc Legal Assistance Limited who administer claims under this insurance on behalf of the **Insurer**.

You/Your/Yours

The individual or organisation shown in the insurance schedule as the Policyholder and defined in the **Tenancy Agreement** as the 'Landlord' who has paid the premium and been declared to the **Insurer**. If **You** die **Your** personal representatives will be covered to pursue cases covered by this insurance on behalf of **You** that arose prior to **Your** death.

Cover

Tenant Mediation, Eviction and Pursuit of Rent Arrears

What is insured:

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

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) Legal action against a **Tenant** or Guarantor to recover possession of the Insured Property where, the Tenant fails to perform his obligations set out in the Tenancy Agreement relating to the rightful occupation of the Insured Property
c) A Tenant or Guarantor for Rent Arrears owed on a Tenancy relating to the insured property once possession has been gained

What is not insured:

Claims

a) Arising from or connected to **Your** performance of **Your** obligations under the **Tenancy Agreement**.
b) Arising from dilapidations unless the missing or damaged items were contained within a **Dilapidations Inventory**.
c) Falling within the jurisdiction of the Rent Assessment Committee, the Lands Tribunal or the Leasehold Valuation Tribunal or their equivalent outside of England and Wales but within the **Territorial Limits**.
d) Relating to the payment or non payment of service charges as defined within the Landlord

and Tenant Act 1985 (as amended) or any equivalent Act outside of England and Wales but within the **Territorial Limits**.

e) Where the **Insured Property** is not solely residential.
f) Where the **Tenant** is not aged 18 years or over.
g) Where **You** have allowed the **Tenant** into possession of the **Insured Property** before the **Tenancy Agreement** has been signed by all parties, all necessary statutory pre-grant notices to the **Tenant** have been issued, the first month's **Rent** and the **Deposit** have been received in cash or cleared funds and the **Dilapidations Inventory** has been signed by the **Tenant**.
h) Where **You** have failed to keep full and up to date rental records or have allowed the **Tenancy Agreement** to be transferred to any other individual or organisation unless all other terms of the insurance have been complied with.
i) Where **You** are in breach of any rules, regulations or Acts of parliament relating to the **Deposit**.
j) In relation to dilapidations by the **Tenant** to the **Insured Property** or its contents where **You** have a policy of insurance that covers the dilapidations.
k) Relating to any occupant of the **Insured Property** over the age of 18, other than the **Tenant**.
l) Where **Advisers' Costs** have been incurred as a result of **Your** failure to follow the advice of the **Adviser** or arising from **Your** failure to take any action recommended by **Us** or the **Adviser** to recover possession of the **Insured Property** as promptly as possible.
m) Where the eviction of the **Tenant** is dealt with by a notice issued by the Home Office.

Squatter Eviction

What is insured:

Advisers' Costs to pursue **Proceedings** to evict a person or persons who have gained unlawful entry to the **Insured Property**.

What is not insured:

Claims

a) Where **You** failed to properly secure the **Insured Property**

Property Infringement

What is insured:

Proceedings for nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to the **Insured Property**.

What is not insured:

Claims

a) Arising from a dispute relating to the Tenancy Agreement or any other lease or licence to occupy property or land.

Property Damage

What is insured:

Advisers' Costs to pursue **Your** legal rights for financial compensation for damages against a person or organisation that causes physical damage to the **Insured Property**. The damage must have been caused after **You** first purchased this insurance.

What is not insured:

Claims

a) Where the amount in dispute is £1,000 or below.

Contract Disputes

What is insured:

Advisers' Costs to pursue or defend **Proceedings** following a breach of a contract **You** have for buying or hiring goods or services in relation to the **Insured Property**. The contract must have been made after **You** first purchased this insurance.

What is not insured:

Claims

a) Where the amount in dispute is £100 or below.
b) Relating to a lease tenancy or licence to use property or land.
c) Relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.
d) Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **You**.

Criminal Prosecution

What is insured:

You are covered for **Advisers' Costs** incurred by **You** in defending Proceedings as a result of a prosecution against **You** in a court of criminal jurisdiction where **You** are charged for committing a criminal offence directly and solely arising from **Your** ownership of the **Insured Property**. **You** must take all necessary steps to comply with any regulations and keep evidence of compliance.

What is not insured:

Claims

a) Arising from something **You** have done, knowing it to be wrongful or ignoring that possibility.
b) Arising from **Your** actual dishonest, violent, fraudulent or malicious conduct including the actions of any person employed or subcontracted by **You** or acting under **Your** instruction.
c) Relating to non-payment of business rates or debts.
d) Relating to **Your** tax, VAT or PAYE contributions or returns.

Identity Fraud

What is insured:

In respect of **Insured Incidents** arising from **Identity Fraud You** are covered for **Advisers' Costs** to defend **Your** legal rights and/or take necessary steps to remove County Court Judgments against **You** that have been obtained by an organisation that **You** allege to have purchased, hired or leased goods or services from. Cover is only available if **You** deny having entered into the contract and allege that **You** have been the victim of **Identity Fraud**.

What is not insured:

Claims

a) Where the claim is false or fraudulent.
b) Where **You** did not take ecessary precautions against **Identity Fraud** or take action to protect yourself from **Identity Fraud**.
c) Where the **Identity Fraud** has been carried out by somebody living with **You**.
d) For any losses other than **Advisers' Costs** incurred by **You** as a result of **Identity Fraud**.

Tax Disputes

What is insured:

Advisers' Costs incurred by **You** and arising directly from **Business Full Enquiries** subject to the following conditions:

a) **You** must have maintained and must continue to maintain accurate, truthful and up to date records and make returns in accordance with statute and account conventions acceptable to **HMRC** and other agencies and have made all returns and payments except those which are disputed and provided information to these bodies where applicable.
b) **You** must contact the Legal Helpline as soon as possible after the **Insured Incident** and comply with the advice given.
c) **You** or **Your Adviser** should notify **Us** as soon as possible if **You** receive any invitation by **HMRC** to make an offer in settlement.
d) In respect of **Business Full Enquiries Your Adviser** must provide to **Us** a copy of the **HMRC** notice of enquiry and a copy of the return giving rise to the enquiry.

What is not insured:

Claims

a) Involving criminal proceedings or alleged fraudulent evasion of tax, and any case dealt with by a Special Compliance Office, Boards Investigation Unit of any other special office of **HMRC**.
b) Where deliberate mis-statements have been made in respect of accounts, returns or any other submissions made to the relevant authorities with intent to deceive.
c) Where **You** have failed to give **Your** business status to the relevant authorities within a statutory period or where **You** have failed to maintain or submit accurate, truthful and up to date records, or where returns have not been submitted within statutory time limits or requirements.
d) Which originate from any enquiry, investigation or dispute which existed before the first **Period of Insurance**.
e) Involving tax avoidance schemes.
f) For enquiries into aspects of **Your** Tax Return (Aspect Enquiries).

Advisers' Costs

a) Incurred in dealing with technical or routine matters not connected with or arising out of an expression of dissatisfaction with **Your** affairs.
b) Incurred in correcting any deficiencies in books, records, accounts or returns including the costs of repairing a return.
c) Arising after **You** receive a notice telling **You** that the enquiry has been completed.

Hotel Expenses & Storage Costs

What is insured:

a) Hotel Expenses incurred by **You**, whilst **You** try to get a possession order for the **Insured Property** so **You** can live in it subject to the following conditions.

   i.) **You** have nowhere else to stay.
   ii.) A claim under Tenancy Eviction is being pursued.
   iii.) Evidence is provided for the costs incurred by **You** staying in a hotel.
   iv.) Cover will cease as soon as possession of the **Insured Property** has been gained and it is in a habitable condition.

b) Costs incurred by **You** to store **Your** household possessions while **You** are unable to reoccupy the **Insured Property** subject to the following conditions.
   i.) A claim is being pursued under Hotel Expenses above.
   ii.) Evidence is provided for the Storage Costs incurred by **You**.

The following Rent Guarantee section only applies to You if shown as applicable on Your Policy Schedule

Rent Guarantee

What is insured:

You are covered for **Rent** owed by a **Tenant** or Guarantor under a **Tenancy Agreement** in relation to the **Insured Property** up to the **Limit of Indemnity**, where the **Insured Incident** occurs during the **Period of Insurance** and **You**, where appropriate, are pursuing a claim against the **Tenant** to evict them from the **Insured Property.**

What is not insured:

Claims

a) Where any of the relevant terms and conditions have not been met by **You** and/or **You** do not have a valid claim under **Tenant** eviction section of this policy.
b) Where **You** have allowed the **Tenant** into possession of the **Insured Property** before a **Tenant Reference** has been obtained.
c) Where **You** fail to provide evidence that **You** successfully completed a **Tenant Reference** on the **Tenant** (and **Guarantor** if required) prior to the start of the **Tenancy Agreement** or where the **Tenancy Agreement** started more than 31 days after the **Tenant Reference**.
d) If **You** or **Your** agent gave any false or misleading information when **You** applied for the **Tenant Reference**.
e) Where the **Tenant** received a **Tenant Reference** subject to a **Guarantor** and the **Guarantor** was not correctly assigned to the **Tenancy Agreement**.

Rent is only payable:

a) For up to 6 months; or
b) Whilst the **Tenant** (including any unauthorised occupant) remains in occupation of the **Insured Property**; or
c) For Rent Arrears occuring during the Tenancy Period; and
d) Up to the **Limit of Indemnity**.

Rent Claims Payments:

1. **Rent** will be paid monthly in arrears at a rate of 1/30th for each continuous day that it is in arrears.
2. If the **Tenant** is applying for Housing Benefit and has provided their Housing Benefit application reference number, **Rent** will not be paid until the outcome of the Housing Benefit claim is known. If the **Tenant's** Housing Benefit claim is rejected, **Rent** will be paid under the Insurance backdated to the date that **You** could first claim. There is no cover under the insurance for any shortfall between the amount paid to the **Tenant** as Housing Benefit and the **Rent**. **You** or **Your** managing agent must notify the Benefits Office of their interest.
3. Rent must be 30 days in arrears before any claim payments are made.

Rent Protection Payments:

After vacant possession is gained, if there is damage to the **Insured Property** which must be repaired before the **Insured Property** can be re-let, **Rent** payments will be paid at 50% of the **Rent** for a maximum period of three months.

All benefit will cease upon:

i.) A new **Tenancy Agreement** commencing within that three month period; or
ii.) The expiration of the three month period.

Once the **Insured Property** is ready to be re-let, the **Rent** must be set in accordance with the current market rental value appropriate for the **Insured Property** and **You** must accept any offer within 10% of the requested rental amount of a new **Tenancy Agreement**.

General Exclusions

1. There is no cover:

a) Where the **Insured Incident** occurs within the first 90 days of the **Period of Insurance** with first2protect where the **tenancy Agreement** commenced before the **Period of Insurance** unless **You** had a minimum of 12 months continuous previous insurance with an alternative provider.
b) Where **Your** act, omission or delay prejudices **Your** or the **Insurers'** position in connection with the **Proceedings** or prolongs the length of the claim.
c) Arising from a dispute between **You** and **Your** agent or mortgage lender.
d) Where the **Insured Incident** began to occur or had occurred before **You** purchased this insurance.
e) Where **You** should reasonably have realised when purchasing or renewing this insurance that a claim under this insurance might occur.
f) Where **Your** act or omission prejudices **Your** or the **Insurers'** position in connection with the **Proceedings**.
g) Where **You** have breached a condition of this insurance.
h) Where **Advisers' Costs** have not been agreed in advance or are above those for which **We** have given **Our** prior written approval.
i) For any claim which is not submitted to **Us** within 45 days of the **Insured Incident** occurring.
j) For **Advisers' Costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party.
k) For damages, interest, fines or costs awarded in criminal courts.
l) Where **You** have other legal expenses insurance cover.
m) For claims made by or against first2protect, the **Insurer**, the **Adviser** or **Us**.
n) For appeals without the prior written consent of **Us**.
o) Prior to the issue of court proceedings or unless a conflict of interest arises, for the costs of any legal representative other than those of the **Adviser**.
p) Where an estimate of **Your Advisers' Costs** of acting for **You** is more than the amount in dispute.
q) Where **You** commit, or are alleged to have committed, a criminal offence, or **You** are liable to a civil penalty unless this policy expressly covers **You** in the event of such offence or penalty.

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

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

3. Contracts (Rights of Third Parties) Act 1999

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

General Conditions

1. Cancellation Rights

If **You** find that this cover does not meet **Your** needs, please contact first2protect on 01392 849892 within 14 days of receiving this document and they will arrange for **Us** to cancel this policy. **You** will receive a refund of **Your** premium provided **You** have not made any claims.

If **You** cancel the policy outside the 14 day period **You** will receive a refund of your premium proportionate to the amount of time left to run on the policy, provided **You** have not made any claims.

We may cancel this policy by giving **You** at least seven days written notice at **Your** last known address held for **You** by first2protect for the following reasons.

- If **You** fail to make payment of premiums;
- If **You** refuse to allow us access to **Your** property in order to provide the services **You** have requested under this policy or if **You** fail to co-operate with our representatives;
- If **You** otherwise cease to comply with the terms and conditions of this policy in any significant respect; and/or
- If the cost of providing this policy becomes prohibitive.

We may cancel this policy without giving **You** prior notice if, by law, **We** are prevented or otherwise

impeded from providing it.

If **We** exercise our rights to cancel the policy under this section, **We** will refund the premium paid proportionate to the remaining period of insurance, unless **You** have made any claims. **We** reserve the right to refuse renewal of any individual policy.

We may cancel this policy without giving **You** prior notice and without refunding **Your** premium if:

- **You** make or try to make a fraudulent claim under **Your** policy.
- **You** are abusive or threatening towards **Our** staff.
- **You** repeatedly or seriously break the terms of this policy.

Payment of valid claims made before cancellation will be made despite subsequent cancellation of this policy.

2. Claims

a) **You** must report claims at **Your** earliest opportunity within 45 days of the **Insured Incident**, by completing and submitting the claim form with all relevant information.
b) If **Rent** is overdue the **Tenant** and any **Guarantor** must be contacted within seven days to establish the reason for the default. If the **Rent** is not paid within a further seven days the **Tenant** and any **Guarantor** must be contacted again. If the **Tenant/Guarantor** cannot be contacted, and it is lawful to do so, **You** or **Your** agent must serve notice of a requirement to undertake an inspection in accordance with **Your** rights within the **Tenancy Agreement** and visit the **Insured Property**. **You** should seek legal advice if **You** are unsure that such an inspection is lawful.
c) **You** and **Your** agent must act promptly to gain vacant possession of the **Insured Property** and recover **Rent** arrears.
d) In the event of a claim **You** or **Your** agent must prepare a detailed schedule of dilapidations as soon as reasonably possible after the **Tenant** has vacated the **Insured Property**.
e) **You** and/or **Your** agent must attend any court hearing in relation to an **Insured Incident** if requested to do so by **Us** or the **Adviser**. Failure to attend will result in all cover under this insurance being withdrawn with immediate effect and no further claim payments being made.
f) **We** may investigate the claim and take over and conduct the **Proceedings** in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the **Proceedings**.
g) **We**, on behalf of the **Insurer**, have the right under subrogation to pursue **Proceedings** against the **Tenant** or any **Guarantor** to recover **Rent** and **Advisers' Costs**.
h) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. If Court Proceedings are required and **You** wish to nominate an alternative **Adviser** to act for **You**, **You** may do so. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment available on request.
i) The **Adviser** will:
   i.) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
   ii.) Keep **Us** fully advised of all developments and provide such information as **We** may require.
   ii.) Keep **Us** regularly advised of **Advisers' Costs** incurred.
   iii.) Advise **Us** of any offers to settle and payments in to court. If contrary to **Our** advice such offers or payments are not accepted there shall be no further cover for **Advisers' Costs** unless **We** agree in **Our** absolute discretion to allow the case to proceed.
   iv.) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
   v.) Attempt recovery of costs from third parties.

j) In the event of a dispute arising as to **Advisers' Costs We** may require **You** to change **Adviser**.
k) The **Insurer** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
l) **You** shall supply all information requested by the **Insurer** and **Us**.
m) **You** are liable for any **Advisers' Costs** if **You** withdraw from the **Proceedings** without **Our** prior consent. Any costs already paid by **Us** will be reimbursed by **You**.
n) Any monies recovered from the **Tenant** or **Guarantor** will be retained by **Us** to pay for any **Advisers' Costs** or that has been paid by the **Insurer** under this insurance.
o) We may appoint an Advisor to conduct an independant mediation to reach settlement of the Legal Action. The advisor's costs for the mediation will be paid for by us.

3. Disputes

If a complaint is not handled by the Financial Ombudsman Service (see 'Customer Services Information - How to Make a Claim'), any dispute between **You** and **Us** may, where **We** both agree, be referred to an arbitrator who will be either a

solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

4. 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.

5. 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.

6. Duty of Disclosure

Consumer
If this policy covers **You** as a private individual, unrelated to any trade, business or profession, **You** must take necessary 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.

7. 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.

8. 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.

9. English Law and Language

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

10. 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.

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.

Customer Services Information

How to make a claim

Claims must be notified to the Claims Line within 45 days of the **Insured Incident**.

Failure to notify the claim within this time will invalidate the insurance cover.

This insurance only covers legal fees incurred by **Our** panel solicitor or their agents appointed by **Us** until court proceedings are issued. If court proceedings are issued or a conflict of interest arises, **You** may nominate another solicitor to act for **You**.

As soon as **You** have a legal problem that **You** may require assistance with under this insurance **You** should telephone the legal advice line.

In general terms, **You** are required to immediately notify **Us** of any potential claim or circumstances which may give rise to a claim. If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, **You** should contact the legal advice line for assistance.

If **Rent** is overdue the **Tenant** and any **Guarantor** must be contacted within seven days to establish the reason for the arrears. If the **Rent** is not paid within a further seven days the **Tenant** and any **Guarantor** must be contacted again. If the **Tenant** cannot be contacted, and it is lawful to do so, **You** or **Your** agent must serve notice of a requirement to undertake an inspection in accordance with **Your** obligations within the **Tenancy Agreement** and then visit the **Insured Property**. **You** or **Your** agent should seek legal advice if **You** are unsure that such an inspection is lawful.

Claims Line

You should telephone 0344 770 1044 and quote 'first2protect – Landlords Legal and Rent Protection'.

A claim form will be sent out by e-mail, fax or post within 24 hours. The claim form is required to be completed and returned along with supporting documentation within five days of it being received. Telephone calls may be recorded to meet **Our** regulatory obligations and for training and monitoring purposes.

Claim forms can also be obtained from: http://www.arclegal.co.uk/informationcentre/index.php

What happens next:

The claim will be assessed and if accepted and deemed appropriate, an independent mediator will be appointed by us. If You are unable to reach an agreement with the Tenant/Guarantor during the mediation, or independently, to remedy their failure to perform their obligations under the Tenancy Agreement, Our panel solicitors or their agents will be appointed to act for You.

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

You or **Your** agent must give all information requested by **Us** or the **Adviser** within five days of receiving the request for that information.

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

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

How personal information about you will be used

Where **We** handle **Your** personal information this will be done in accordance with **Data Protection Laws**. If **You** would like more detailed information on how **We** would handle **Your** personal information **You** can read **Our** privacy notice which can be found at www.arclegalassistance.co.uk or write to **Us** at:- The Data Protection Officer, Arc Legal Assistance Ltd, The Gatehouse, Lodge Park, Lodge Lane, Colchester CO4 5NE

Customer Service

Our aim is to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right straight away.

First2Protect strives to provide **you** with the highest standards of service at all times, but also recognises that things can go wrong. If **you** wish to discuss your policy or the service provided by **First2Protect** please contact the Customer Service Department on the below details:

Post: First2Protect, 1st Floor, Keble House, Southernhay Gardens, Exeter, EX1 1NT

Email: customerservice@first2protect.co.uk

Telephone: 01392 849750

Alternatively, should you wish to make a complaint, please contact the Pivotal Financial Limited Customer Care team

Post: Complaints Department, Pivotal Financial Limited, Unit A, Drivers Wharf, Northam Rd, Southampton,
SO14 0PF

Email: general.insurance@pivotalfinancial.co.uk

If **your** complaint is about **your insurer** or how **your** claim was handled please contact the insurer on the below details:

Post: Arc Legal Assistance Ltd, PO Box 8921
Colchester, CO4 5YD

Email: customerservice@arclegal.co.uk

Telephone: 01206 615000

We will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within eight weeks **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided. After eight weeks, if **You** are not satisfied with the delay **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** cannot settle **Your** complaint with **Us**, or before **We** have both investigated the complaint if both parties agree.

Financial Ombudsman Service
Exchange Tower
London E14 9SR

Tel 0800 023 4567

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

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). If **We** fail to carry out **Our** responsibilities under this policy, **You** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.org.uk or by phone on 0800 678 1100 or 020 7741 4100

Authorisation

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by AmTrust Specialty Limited, on whose behalf **We** act.

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6868.

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

This policy is administered by, and provided by First2Protect Insurance Services.
First2Protect Insurance Services is a trading name of First2Protect Limited. First2Protect is an Appointed Representative of Pivotal Financial Limited. Pivotal Financial Limited is authorised and regulated by the FCA under firm reference number 665649. Pivotal Financial Limited is registered in England (no. 9157892). First2Protect Limited is registered in England (no. 09014795) and FCA register number is 650323. Registered office address for First2Protect is 1st Floor, Keble House, Southernhay Gardens, Exeter, EX1 1NT.

Calls are recorded to meet our regulatory obligations and for training/monitoring purposes.

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