



# POLICY DOCUMENT

## RESIDENTIAL PROPERTY OWNERS LEGAL EXPENSES & RENT GUARANTEE INSURANCE



# LANDLORDS LEGAL EXPENSES AND RENT GUARANTEE INSURANCE

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

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

Claims must be reported to **Us** within 180 days of the **Insured Event** other than in relation to Tenant Eviction and Rent Guarantee where claims must be submitted within 45 days of the **Insured Event**. 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 **Maximum Amount Payable** where:-

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

## IMPORTANT CONDITIONS

If **Your** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this section are contained under the 'General Conditions' section below and should be read carefully. Two of the main conditions to this insurance are that:

### Prospects of Success

There must be more than a 50% chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not more than a 50% chance of success then **We** may decline or discontinue support for **Your** case.

### Proportional Costs

An estimate of the **Advisers' Costs** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Advisers' Costs** will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

### Duty of Disclosure

#### Consumer

If this policy covers **You** as a private individual, unrelated to any trade, business or profession, **You** must take reasonable care to disclose correct information. The extent of the information **You** are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions **You** are asked when **You** took out this insurance.

#### Non-Consumer

If this policy covers **Your** business, trade or professional interests, **You** are responsible for disclosing, in a clear, accessible and comprehensive way, all information which **You** should be aware would influence the **Insurer's** decision to provide insurance to **You** on the terms agreed.

### Suspension of Cover

If **You** breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The **Insurer** will have no liability to **You** for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended

## DEFINITIONS

|                                    |   |
|------------------------------------|---|
| <b>Adviser</b>                     | <b>Our</b> panel solicitor, their agents, or other appropriately qualified person, firm or company appointed by <b>Us</b> to act for <b>You</b> .   |
| <b>Advisers' Costs</b>             | Reasonable legal fees incurred by the <b>Adviser</b> up to the hourly rate shown in <b>Our</b> fee scale ruling at the time the <b>Adviser</b> is instructed and disbursements essential to <b>Your</b> case. Legal costs shall be assessed on the standard basis and third party's costs shall be covered if awarded against <b>You</b> and paid on the standard basis of assessment.  |
| <b>Data Protection Legislation</b> | The relevant <b>Data Protection Legislation</b> in force in the United Kingdom at the time of the <b>Insured Event</b> .  |
| <b>Deposit</b>                     | The sum of money collected from the <b>Tenant</b> in accordance with Section 213 of the Housing Act 2004 (and any amending legislation) in respect of a <b>Tenancy Agreement</b> to which it applies and held by <b>You</b> or <b>Your</b> agent as an indemnity for losses incurred by <b>You</b> arising from the <b>Tenant</b> failing to perform his obligations set out in the <b>Tenancy Agreement</b> . A minimum amount equal to one month's <b>Rent</b> must be retained as the <b>Deposit</b> . |
| <b>Dilapidations Inventory</b>     | A full and detailed inventory of <b>Your</b> contents and their condition within the <b>Insured Property</b> which has been signed by the <b>Tenant</b> .   |
| <b>Disclosure Breach</b>           | Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.   |
| <b>Excess</b>                      | The amount that <b>You</b> are required to pay towards any claim.<br><b>Tenant Eviction:</b> £1,000 for a non-residential <b>Tenancy Agreement</b><br><b>Rent Guarantee:</b> An amount equal to one month's <b>Rent</b> .<br><b>All other sections:</b> £Nil  |
| <b>Guarantor</b>                   | The individual or organisation assigned to the <b>Tenancy Agreement</b> that has received a <b>Tenant Reference</b> and provided a financial guarantee of the <b>Tenant's</b> performance of his obligations under the <b>Tenancy Agreement</b> .   |
| <b>Insured Event</b>               | The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.<br><br>For the purposes of the <b>Maximum Amount Payable</b> , only one <b>Insured Event</b> will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.   |
| <b>Insured Property</b>            | The <b>Insured Property</b> shown in the Insurance schedule and declared to <b>Insurers</b> .   |
| <b>Insurers</b>                    | AmTrust Europe Limited  |
| <b>Legal Action</b>                | The pursuit of civil legal cases for damages or injunctions and the defence of criminal prosecutions.   |
| <b>Maximum Amount Payable</b>      | The maximum payable in respect of an <b>Insured Event</b> .<br><br><b>Tenant Eviction:</b> £50,000 any one claim<br><br><b>Property Infringement:</b> £50,000 any one claim<br><br><b>Criminal Prosecution:</b> £50,000 any one claim<br><br><b>Rent Guarantee:</b> £2,500 per month up to a maximum of £10,000 or for up to 6 months, whichever is equal to the lesser amount  |

|                                 |   |
|---------------------------------|---|
| <b>Period of Insurance</b>      | The period of insurance shown in the insurance schedule.  |
| <b>Rent</b>                     | The monthly amount payable by the <b>Tenant</b> to <b>You</b> as set out in the <b>Tenancy Agreement</b> .  |
| <b>Standard Advisers' Costs</b> | The level of <b>Advisers' Costs</b> that would normally be incurred in using a specialist panel solicitor or their agents   |
| <b>Tenancy Agreement</b>        | <p>A <b>Tenancy Agreement</b> between <b>You</b> and the <b>Tenant</b> in relation to the <b>Insured Property</b> which is:-</p> <p>(a) an Assured Shorthold <b>Tenancy Agreement</b> as defined within the Housing Act 1988 (as amended) or its equivalent outside of England and Wales but within the <b>Territorial Limits</b>, or</p> <p>(b) a Company Residential Tenancy (Company Let) created after 28th February 1997 where the <b>Tenant</b> is a public limited company (plc) or limited company (Ltd) or its equivalent outside of England and Wales but within the <b>Territorial Limits</b> and the <b>Insured Property</b> is let purely for residential purposes of the <b>Tenant's</b> employees and their family, or</p> <p>(c) a written common law residential <b>Tenancy Agreement</b> created after 28th February 1997 between individuals where the <b>Rent</b> is in excess of £100,000 per annum or its equivalent outside of England and Wales but within the Territorial Limits, and which is:-</p> <ul style="list-style-type: none"> <li>i) Appropriate for the tenancy; and</li> <li>ii) Where relevant, signed and independently witnessed by <b>You</b>, the <b>Tenant(s)</b> and if required as a condition of the <b>Tenant Reference</b>, the <b>Guarantor</b>; and</li> <li>iii) Free from any unreasonably restrictive covenants</li> </ul> <p>The <b>Tenancy Agreement</b> 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.</p>  |
| <b>Tenancy Period</b>           | The period of the tenancy unless notice to terminate the tenancy was issued by the landlord or <b>Tenant</b> prior to any breach of the terms of the <b>Tenancy Agreement</b> by the <b>Tenant</b> , in which case the <b>Tenancy Period</b> will end at expiry of such notice.   |
| <b>Tenant</b>                   | The occupier of the <b>Insured Property</b> named in the <b>Tenancy Agreement</b> as the <b>Tenant</b> who has received a <b>Tenant Reference</b> confirming that he/she can, solely or jointly with another <b>Tenant</b> or other <b>Tenants</b> , afford to cover the <b>Rent</b> in full.   |
| <b>Tenant Reference</b>         | <p><u>For residential Tenants</u></p> <p>A credit check against the <b>Tenant</b> and any <b>Guarantor</b> 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 <b>Tenant's Rent</b>. If all of the above are not available or in the case of student <b>Tenants</b> or <b>Tenants</b> receiving any income or housing related government benefit, a full <b>Tenant Reference</b> showing a Pass on the <b>Tenant</b> and <b>Guarantor</b> must be obtained from <b>Our</b> approved <b>Tenant</b> Referencing Company. Details of these companies are available by referring to the Arc Legal website;<br/> <a href="http://www.arclegal.co.uk/informationcentre/approved-referencing-list.php">http://www.arclegal.co.uk/informationcentre/approved-referencing-list.php</a>.</p> <p><u>For commercial Tenants</u></p> <p>A full comprehensive referencing check showing a pass on the <b>Tenant</b> and <b>Guarantor</b> must be obtained from one of <b>Our</b> approved <b>Tenant</b> referencing companies. Details of <b>Our</b> approved <b>Tenant</b> referencing companies are available online at<br/> <a href="http://www.arclegal.co.uk/informationcentre/index.php">http://www.arclegal.co.uk/informationcentre/index.php</a></p> |

|                           |  |
|---------------------------|--|
| <b>Territorial Limits</b> | The United Kingdom.  |
| <b>We/Us/Our</b>          | Arc Legal Assistance Limited who administer claims under this insurance on behalf of the <b>Insurers</b> .   |
| <b>You / Your</b>         | The individual or organisation shown in the insurance schedule as the Policyholder and defined in the <b>Tenancy Agreement</b> as the 'Landlord' who has paid the premium and been declared to <b>Insurers</b> . If <b>You</b> die <b>Your</b> personal representatives will be covered to pursue cases covered by this insurance on behalf of <b>You</b> that arose prior to <b>Your</b> death. |

## COVER

### Tenant Eviction

#### What is insured

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

**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**

#### What is not insured:-

##### Claims

- 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**
- Arising from or connected to **Your** performance of **Your** obligations under the **Tenancy Agreement**
- Arising from dilapidations unless the missing or damaged items were contained within a **Dilapidations Inventory**
- 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**
- 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**
- Where the eviction of the **Tenant** is dealt with by a notice issued by the Home Office
- Where the **Insured Property** is not solely residential
- Where the **Tenant** is not aged 18 years or over
- Where **You** have allowed the **Tenant** into possession of the **Insured Property** before the **Tenancy Agreement** has been signed by all parties, a **Tenant Reference** has been obtained, the first month's **Rent** and the **Deposit** have been received in cash or cleared funds and the **Dilapidations Inventory** has been signed by the **Tenant**
- 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
- If **You** or **Your** agent gave any false or misleading information when **You** applied for the **Tenant Reference**
- Where the **Tenant** received a **Tenant Reference** subject to a **Guarantor** and the **Guarantor** was not correctly assigned to the **Tenancy Agreement**
- Where **You** are in breach of any rules, regulations or Acts of parliament relating to the **Deposit**
- 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
- Relating to any occupant of the **Insured Property** over the age of 18, other than the **Tenant**
- 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

### Property Infringement

#### What is insured

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

The nuisance or trespass must have commenced at least 180 days after **You** first purchased this insurance.

#### What is not insured:-

##### Claims

- Arising from a dispute relating to a **Tenancy Agreement** or any other lease or licence to occupy property or land

## Criminal Prosecution

### What is insured

**You** are covered for **Advisers' Costs** to defend Criminal Prosecutions brought against **You** in relation to the **Insured Property** under:

- i) The Gas Safety (Installation and Use) Regulations 1994
- ii) The Furniture and Furnishings (Fire) (Safety) Amendments Regulations 1993
- iii) The Electrical Equipment (Safety) Regulations 1994

and later amending regulations or their equivalent outside of England and Wales but within the **Territorial Limits**.

**You** must take all reasonable steps to comply with the Regulations and keep evidence of compliance.

### What is not insured:- Claims

- Arising from something **You** have done, knowing it to be wrongful or ignoring that possibility.

## Rent Guarantee

This section of cover is only operative if **You** have paid the appropriate additional premium and this has been declared to **Us**

### What is insured

**You** are covered for **Rent** owed by a **Tenant** under a **Tenancy Agreement** in relation to the **Insured Property** up to the **Maximum Amount Payable**, where the **Insured Event** 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

- 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

**Rent** is only payable:

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

### Rent Claims Payments:

1. **Rent** will be paid monthly in arrears at a rate of 1/30<sup>th</sup> 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. If the **Deposit** is more than the **Excess**, the cover under the insurance will pay **Rent** arrears after deduction of the balance of the **Deposit**. If the balance of the **Deposit** is subsequently required to meet the cost of dilapidations, this will be paid to **You**.
4. A minimum of £250 must be in arrears before any claim payments are made.

## Legal Helpline

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

Specialist lawyers are at hand to help **You**. If **You** need a lawyer to act for **You** and **Your** problem is covered under this insurance, the advice line will ask **You** to complete a claim form. If **Your** problem is not covered under this insurance, the advice line may be able to offer **You** assistance under a private funding arrangement.

Simply telephone **0344 770 1044** and quote “**Pen Underwriting Landlords Legal Expenses**”.

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

## GENERAL EXCLUSIONS

### 1. There is no cover:-

- Where the **Insured Event** occurs within the first 90 days of the **Period of Insurance** where the **Tenancy Agreement** commenced before the **Period of Insurance** unless **You** had continuous previous insurance
- Where **Your** act, omission or delay prejudices **Your** or the **Insurers** position in connection with the **Legal Action** or prolongs the length of the claim
- Arising from a dispute between **You** and **Your** agent or mortgage lender
- Where the **Insured Event** began to occur or had occurred before **You** purchased this insurance
- Where **You** should have realised when purchasing or renewing this insurance that a claim under this insurance might occur
- Where **You** have breached a condition of this insurance
- Where **Advisers' Costs** have not been agreed in advance or are above those for which **We** have given **Our** prior written approval
- For any claim which is not submitted to **Us** within 180 days of the **Insured Event** occurring other than in relation to sections of cover Tenant Eviction and Rent Guarantee where claims must be submitted within 45 days of the **Insured Event**
- For **Advisers' Costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party
- For damages, interest, fines or costs awarded in criminal courts
- Where **You** have other legal expenses insurance cover
- For claims made by or against Pen Underwriting, the **Insurers**, the **Adviser** or **Us**
- For appeals without the prior written consent of **Us**
- 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**
- Where an estimate of **Your Advisers' Costs** of acting for **You** is more than the amount in dispute
- 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: -

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

### 3. Contracts (Rights of Third Parties) Act 1999

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

## CONDITIONS

### 1. Cancellation

**You** may cancel this insurance at any time by writing to **Your** insurance adviser providing 14 days written notice. If **You** exercise this right within 14 days of taking out this insurance, **You** will receive a refund of premium provided **You** have not already made a claim against the insurance.

**We** may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. No refund of premium shall be made. This right to cancel will only be invoked in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- Where **We** have a reasonable suspicion of fraud
- **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
- Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important Information

### 2. Claims

- a) **You** must report claims as soon as reasonably possible within 180 days of the **Insured Event** other than in relation to sections of cover Tenant Eviction Rent Guarantee where claims must be submitted within 45 days of the **Insured Event**, by completing and submitting the claim form with all relevant information.
- b) If **Rent** is overdue the **Tenant** and any **Guarantor** must be contacted within seven days to establish the reason for the default. If the **Rent** is not paid within a further seven days the **Tenant** and any **Guarantor** must be contacted again. If the **Tenant/Guarantor** cannot be contacted, and it is lawful to do so, **You** or **Your** agent must serve notice of a requirement to undertake an inspection in accordance with **Your** rights within the **Tenancy Agreement** and visit the **Insured Property**. **You** should seek legal advice if **You** are unsure that such an inspection is lawful.
- c) **You** and **Your** agent must act promptly to gain vacant possession of the **Insured Property** and recover **Rent** arrears.
- d) In the event of a claim **You** or **Your** agent must prepare a detailed schedule of dilapidations as soon as reasonably possible after the **Tenant** has vacated the **Insured Property**.
- e) **You** and/or **Your** agent must attend any court hearing in relation to an **Insured Event** if requested to do so by **Us** or the **Adviser**. Failure to attend will result in all cover under this insurance being withdrawn with immediate effect and no further claim payments being made.
- f) **We** may investigate the claim and take over and conduct the **Legal Action** in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the **Legal Action**.
- g) **We**, on behalf of **Insurers** have the right under subrogation to pursue **Legal Action** against the **Tenant** or any **Guarantor** to recover **Rent** and **Advisers' Costs**.
- h) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted.  
If court proceedings are required and **You** wish to nominate an alternative **Adviser** to act for **You**, **You** may do so. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment available on request.
- i) The **Adviser** will:-
  - i) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
  - ii) Keep **Us** fully advised of all developments and provide such information as **We** may require.
  - iii) Keep **Us** regularly advised of **Advisers' Costs** incurred.
  - iv) Advise **Us** of any offers to settle and payments in to court. If contrary to **Our** advice such offers or payments are not accepted there shall be no further cover for **Advisers' Costs** unless **We** agree in **Our** absolute discretion to allow the case to proceed.
  - v) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
  - vi) Attempt recovery of costs from third parties.
- j) In the event of a dispute arising as to **Advisers' Costs**, **We** may require **You** to change **Adviser**.
- k) **Insurers** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- l) **You** shall supply all information requested by the **Adviser** and **Us**.
- m) **You** are liable for any **Advisers' Costs** if **You** withdraw from the **Legal Action** without **Our** prior consent. Any costs already paid by **Us** will be reimbursed by **You**.
- n) Any monies recovered from the **Tenant** or **Guarantor** will be retained by **Us** to pay for any **Advisers' Costs** or **Rent** that has been paid by **Insurers** under this insurance.

### 3. Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see '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. 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

### 5. 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.

### 6. Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support.

Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves Your interests

### 7. English Law

This contract is governed by English Law.

### 8. Language

The language for contractual terms and communication will be English.

### 9. 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 180 days of the **Insured Event** other than in relation to sections of cover Tenant Eviction and Rent Guarantee where claims must be submitted within 45 days of the **Insured Event**.

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

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

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

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

#### Claims Line

**You** should telephone **0344 770 1044** and quote "**Pen Underwriting Landlords Legal Expenses**."

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

Claim forms can also be obtained from:-

<http://www.arclegal.co.uk/informationcentre/index.php>

#### What happens next:

The claim will be assessed and if accepted and deemed appropriate, an Enquiry Agent will visit the **Tenant** and any **Guarantor**. If the Enquiry Agent is unable to reach an agreement with the **Tenant/Guarantor** to remedy his failure to perform his 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.

#### Data Protection Act

**Your** details and details of **Your** insurance cover and claims will be held by **Us** and or the **Insurer** for underwriting, processing, claims handling and fraud prevention subject to the provisions of **Data Protection Legislation**.

#### 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 promptly. If **You** are unhappy with the service that has been provided **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint 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 investigated the complaint if both parties agree. For details and eligibility on the Financial Ombudsman Service, see <http://www.financial-ombudsman.org.uk/>

#### Our contact details are:

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

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

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
Tel 08000 234 567  
Email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

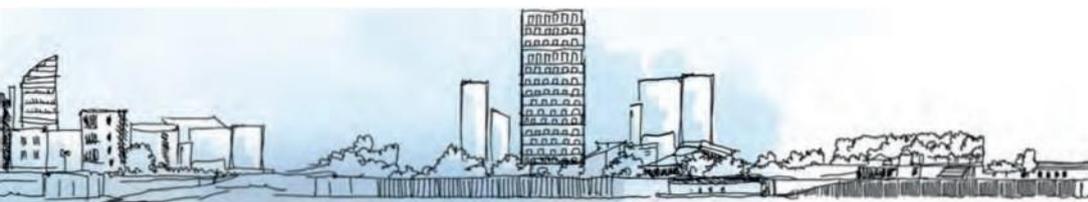
**Compensation**

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

**Authorisation**

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority.  
Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).



**Pen**  
underwriting