

LANDLORD'S LEGAL COSTS AND RENT PROTECTION INSURANCE

Policy Summary 1 of 2

Some important facts about your Landlord's Legal Costs and Rent Protection Insurance policy are summarised below. This summary does not describe all the terms and conditions of your policy, so please take time to read the policy wording to make sure you understand the cover provided.

The insurance cover summarised in this document is provided by Inter Partner Assistance and administered on their behalf by Arc Legal Assistance Ltd who have appointed JBI International Insurance Brokers Ltd to issue policy documentation and provide general advice regarding policy coverage on their behalf.

Your Landlord's Legal Costs and Rent Protection Insurance cover is valid for the period specified in the Schedule of Insurance and applies to the Tenancy Agreement with the tenant(s) in the property specified in the insurance schedule.

Significant features and benefits:

Policy Section 1 – Legal Costs

This insurance covers the legal costs incurred by Pain Smith Solicitors or Shoosmiths Solicitors or agents appointed by Arc to act for the Insured. The insured is not covered for any other legal representatives costs unless court proceedings are started.

Up to £10,000 of advisor's costs per claim. Legal costs to pursue civil legal cases for damages or injunctions against tenant(s) or their guarantor(s) where the tenant(s) fail to perform their obligations set out in the tenancy agreement relating to the rightful occupation of the insured property.

Policy Section 2 – Rent Protection

This covers rent arrears owed by the tenant(s) under the tenancy agreement and, where appropriate, you are pursuing proceedings to evict the tenant(s).

The monthly rent shown in the tenancy agreement and the Schedule of Insurance up to a maximum of £2,500 per month. The maximum rent payable per claim is £10,000 or the equivalent of six months rent, whichever is the lesser amount.

Significant exclusions or limitations:

Policy Section 1

At least £250 inc. VAT must be in dispute.

Policy Section 2

The first full months rent arrears are not covered under this insurance policy, this is the excess.

All Sections

Each tenant and any guarantor named in the tenancy agreement must have passed a tenant reference undertaken by Keysafe Tenant Vetting or by an alternative tenant referencing provider who have been pre-approved by Arc Legal Assistance Ltd.

You must have entered into either an Assured Shorthold Tenancy Agreement, a Company Residential Tenancy (Company Let) or a written Common Law Residential Tenancy Agreement with the Tenant(s) for a fixed term no greater than 24 months and contain a 12 month break clause where the tenancy agreement is greater than 12 months.

There is no cover for disputes with any persons other than the tenant(s) or guarantor(s) named in the tenancy agreement.

There is no cover for claims:

- which are not reported to Arc within 45 days of the tenant defaulting on the terms of the Tenancy Agreement.
- where the tenancy agreement commences more than 60 days after the tenant reference pass date.
- arising from or connected to the insured's performance of their obligations under the tenancy agreement.
- which occur within the first 90 days of the period of insurance where this insurance has been purchased more than 14 days after start of the current tenancy agreement unless the insured had continuous legal costs and rent protection insurance with another insurer in respect of the same tenancy agreement and the same tenant(s) and there had been no claims reported under that insurance.
- arising from dilapidations unless the missing or damaged items were contained within a dilapidations inventory.

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Policy Summary 2 of 2

Significant exclusions or limitations (Continued)

- falling within the jurisdiction of the Rent Assessment Committee, the Lands Tribunal or the Leasehold Valuation Tribunal.
- relating to the payment or non payment of service charges as defined within the Landlord and Tenant Act 1985 (as amended).
- where there are insufficient prospects of success in the proceedings due to the terms of the tenancy agreement being unenforceable.
- if all necessary statutory pre-grant notices to the tenant(s) were not issued or the first months rent and the deposit have not been received in cash or cleared funds prior to the tenant entering the property.
- arising from a dispute between the landlord/policyholder and their agent or mortgage lender.

The rent arrears must occur during the period of insurance and rent is only payable during the period of the tenancy agreement or until vacant possessions has been gained, whichever happens sooner.

A full month's rent must be in arrears after deduction of the excess.

The claim must be made during the period of insurance. Rent will be paid in accordance with the above and monthly in arrears at a rate of 1/30th for each continuous day that it is in arrears.

If the tenant(s) are claiming Housing Benefit, rent will not be paid until the outcome of the Housing Benefit claim is known.

If the deposit is more than the excess, the cover under the insurance certificate will pay rent arrears after deduction of the balance if the deposit. If the balance of the deposit is

Subsequently required to meet the cost of dilapidations, the balance of the deposit will then be paid.

The deposit must be protected in accordance with section 213 of the Housing Act 2004.

Cancellations rights (cooling off period)

If this policy does not meet your needs, you have 14 days from the date you receive your policy documentation to cancel this policy from inception and obtain a full refund.

Refunds are issued subject to your insurance advisor receiving your written instructions to cancel your policy

within the 14 days.

No refund is given for policies cancelled outside of the cooling off period or where any claim has been made on the current policy term.

How to make a claim

Claims must be notified to the claims line within 45 days of the tenant(s) first defaulting on the terms of the tenancy agreement. Failure to notify the claim within this time will invalidate the insurance cover.

Claims are to be reported to the claims department on:

0870 350 1737

The claims service is provided by Arc Legal Assistance.

Complaints

If you are unhappy with the service that has been provided, you should contact Arc at the address below.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

For full details of our complaints procedure and how to contact the Financial Ombudsman Service please see our policy wording.

Our contact details are: Arc Legal Assistance Ltd, Lodge House, Lodge Lane, Langham, Colchester, CO4 5NE.

Tel: 0870 350 4400

Email: enquiries@arclegal.co.uk

Compensation

We are covered by the Financial Services Compensation Scheme.

You may be entitled to compensation from the scheme if Arc or Inter Partner Assistance is unable to meet it's obligations.

Your entitlement to compensation will depend on the circumstances of the claim.

Further information about compensation scheme arrangements is available at www.fscs.org.uk.