

## LANDLORD'S LEGAL EXPENSES, RENT RECOVERY AND RENT GUARANTEE INSURANCE POLICY SUMMARY

Some important facts about your Landlord's Legal Expenses, Rent Recovery and Rent Guarantee 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 document to make sure you understand the cover it provides. This summary does not form part of the contract between us.

This insurance cover summarised is arranged by Click4quote.com, and is underwritten by Inter Partner Assistance SA, and administered on their behalf by Arc Legal Assistance Ltd.

Your Landlord's Legal Expenses, Rent Recovery and Rent Guarantee insurance cover is valid for the period specified in the insurance schedule and applies to the tenancy agreement with the tenant in the property specified in the insurance schedule.

Significant features and benefits	Significant exclusions or limitations	Policy Section
<b>SECTION 1 – Only covered if you have paid the appropriate premium and is shown as covered on your schedule</b>		
<p>Advisers' costs to pursue a legal action for nuisance or trespass against the person or organisation infringing your legal rights in relation to the insured property.</p> <p>Advisers' costs to defend criminal proceedings brought against you in relation to the insured property under the Gas, Electric or Soft Furnishings Regulations.</p> <p>Advisers' costs arising from identity fraud to defend your legal rights and/or take reasonable 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.</p> <p>Advisers' costs incurred by you and arising directly from a Business Full Enquiry</p>	<p>The nuisance or trespass must have commenced at least 180 days after you first purchased this insurance</p> <p>There is no cover arising from a dispute relating to a tenancy agreement or any other lease or license to occupy property or land</p> <p>There is no cover for claims arising from:</p> <ul style="list-style-type: none"> <li>▪ Your actual dishonest, violent, fraudulent or malicious conduct including the actions of any person employed or subcontracted by you or acting under your instruction.</li> <li>▪ Structural alterations or renovation to the insured property.</li> <li>▪ Seepage, pollution or contamination of any kind.</li> <li>▪ Health &amp; Safety at Work etc. Act 1974 breaches resulting in prosecution.</li> <li>▪ Your Tax, VAT or PAYE contributions or returns.</li> <li>▪ Something you have done, knowing it to be wrongful or ignoring that possibility.</li> </ul> <p>Cover is only available if you deny having entered into the contract and allege that you have been the victim of identity fraud.</p> <p>There is no cover for claims:</p> <ul style="list-style-type: none"> <li>▪ Where you did not take reasonable precautions against identity fraud or take action to protect yourself from identity fraud</li> <li>▪ Where the identity fraud has been carried out by somebody living with you</li> <li>▪ Where the insured incident began to occur within 30 days of you first purchasing this insurance or similar insurance which expired immediately before this insurance began</li> </ul> <p>There is no cover for insured events:</p> <ul style="list-style-type: none"> <li>▪ 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</li> </ul>	<p>Property Infringement</p> <p>Criminal Prosecutions</p> <p>Identity Fraud</p> <p>Tax Disputes</p>

<p>Advisers' costs to pursue your tenant for costs incurred in rectifying damage caused by the tenant to the insured property. Costs will only be pursued once possession of the insured property has been regained</p> <p>Access to a 24 hour advisory service for telephone advice on any legal problem of concern to you in connection with the insured property.</p> <p>Access to a range of generic and bespoke landlord and tenant legal documents including tenancy agreements, pre-grant notices, guarantor agreements and tenancy termination notices etc</p>	<ul style="list-style-type: none"> <li>▪ 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</li> <li>▪ Which originate from any enquiry, investigation or dispute which existed before the first insured period.</li> <li>▪ Involving tax avoidance schemes.</li> </ul> <p>There is no cover for claims:</p> <ul style="list-style-type: none"> <li>▪ Arising from dilapidations unless the missing or damaged items were contained within a dilapidations Inventory,</li> <li>▪ Where the amount in dispute is less than £250 including VAT,</li> <li>▪ Where the tenant received a tenant reference subject to a guarantor and the guarantor was not correctly assigned to the tenancy agreement</li> <li>▪ Where you are in breach of any rules, regulations or Acts of Parliament relating to the deposit</li> <li>▪ In relation to dilapidations by the tenant to the insured property or it's contents where you have a policy of insurance that covers the dilapidations</li> </ul>	<p>Tenant Dilapidations Pursuit</p> <p>Legal Helpline</p> <p>Landlords Legal Document Service</p>
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SECTION 2 – Only covered if you have paid the appropriate premium and is shown as covered on your schedule		
<p>Advisers' costs to pursue:</p> <ol style="list-style-type: none"> <li>a) Eviction proceedings 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</li> <li>b) A tenant or guarantor for rent arrears owed on a tenancy relating to the insured property once possession has been gained.</li> </ol>	<p>There is no cover for claims: -</p> <ul style="list-style-type: none"> <li>▪ Arising from or connected to your performance of your obligations under the tenancy agreement.</li> <li>▪ Falling within the jurisdiction of the Rent Assessment Committee, the Lands Tribunal or the Leasehold Valuation Tribunal.</li> <li>▪ Relating to the payment or non payment of service charges as defined within the Landlord and Tenant Act 1985 (as amended).</li> <li>▪ Where there are insufficient prospects of success in the proceedings due to the terms of the tenancy agreement being unenforceable.</li> </ul>	<p>Tenancy Eviction and Pursuit of Rent Arrears</p>

**SECTION 3 – Only covered if you have paid the appropriate premium and is shown as covered on your schedule**

<p>Rent arrears owed by the tenant under the tenancy agreement and where appropriate, you are pursuing proceedings under this insurance certificate to evict the tenant.</p>	<p>There is no cover if any of the significant exclusions or limitations listed under the 'Tenancy Eviction' section apply.</p> <p>The first full month rent is not covered under the insurance. This is the excess.</p> <p>Rent is only payable for up to 12 month or to the end of the tenancy period whichever happens sooner and whilst the tenant (including any unauthorised occupant) remains in occupation of the insured property.</p> <p>Rent will be paid in accordance with the above and monthly in arrears at a rate of 1/30<sup>th</sup> for each continuous day that it is in arrears.</p> <p>If the deposit is more than the excess, the cover under the insurance certificate 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, the balance of the deposit will then be paid.</p> <p>A minimum of £250 must be in arrears before any claim payments are made</p>	<p>Rent Guarantee</p>
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<p><b>Significant features and benefits</b></p>	<p><b>Significant exclusions or limitations</b></p>	<p><b>Section Cover</b></p>
<p>Legal Expenses: Up to £50,000 of advisers' costs per claim.</p> <p>Rent: The monthly rent shown in the tenancy agreement and the insurance schedule up to a maximum of £2500 per month. The maximum rent payable per claim is £25,000 or the equivalent of 12 month's rent, whichever is the lesser amount</p>	<p>This insurance covers the legal costs incurred by Arc Legal's panel solicitors or their agents appointed by Arc Legal to act for you. You are not covered for any other legal representatives costs unless court proceedings are started.</p> <p>The tenant must have passed a tenant reference and all conditions of that reference must have been complied with.</p> <p>There is no cover for claims:</p> <ul style="list-style-type: none"> <li>▪ Which occur within the first 90 days of the insured period where the tenancy agreement commenced before the insured period unless you had continuous previous insurance</li> <li>▪ Arising from a dispute between you and your agent or mortgage lender</li> <li>▪ Where you should reasonably have realised when purchasing or renewing this insurance that a claim under this insurance might occur</li> <li>▪ Made by or against Click4Quote.com, the underwriters, the adviser or us</li> <li>▪ Which are not submitted to us within 45 days of the insured incident occurring other than in relation to sections of cover property infringement and criminal prosecution where claims must be submitted within 180 days of the insured incident</li> </ul>	<p>ALL</p>

**Click4quote.com**

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**Cancellation rights (cooling off period)**

Within 14 days of receipt of insurance documentation you may cancel this policy if it does not meet your needs. Subject to your insurance advisor receiving your written advice of this, they will issue a full return of premium, the policy will be regarded as not having been taken up by you and will be cancelled from inception. No refund is available to you if you cancel the policy after the 14 days.

**To make a claim**

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

Telephone the claims advice line on **0844 770 1044**.

**Complaints**

We hope you are pleased with the service we provide. If you have a complaint about click4quote.com please contact Andrew G Scott ACII, Chairman, Aston Scott Ltd, Malling House, West Malling, Kent ME19 6QL. Please see our terms of business for full details of our complaints procedure.

If you have a complaint about a claim please contact:

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

Tel 0844 770 9000

Email: [claims@arclegal.co.uk](mailto:claims@arclegal.co.uk)

**Compensation**

Arc Legal Assistance Limited are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if Arc Legal or Inter Partner Assistance are unable to meet their obligations. Your entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/>