



RENT4SURE
PROTECTING YOUR BUSINESS

Key Facts

**Legal Expenses and Rent
Protection for Residential
Landlords**

LEGAL EXPENSES AND RENT PROTECTION FOR RESIDENTIAL LANDLORDS INSURANCE POLICY SUMMARY

Some important facts about your Property Owners Legal and Rental 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 document to make sure you understand the cover it provides.

The insurance cover summarised in this document is provided by AmTrust Europe Limited, and administered on their behalf by Arc Legal Assistance Ltd (We/Us/Our).

Your Property Owners Legal and Rental Protection insurance cover is valid for the period specified in the Rent Protection Certificate and applies to the tenancy agreement with the tenant in the property specified in the Rent Protection Certificate.

It is an overriding condition of this insurance that in the event that a claim is made and Rent is paid, there will be no cover for any further Insured Incidents, and this insurance policy will be cancelled automatically. For the avoidance of doubt, the Insured Incident for which the claim was originally made will continue to be covered subject to all policy terms and conditions.

Significant features and benefits	Significant exclusions or limitations	Policy section
<p>Eviction proceedings against a tenant to recover possession of the property following a breach by the tenant of the terms of the tenancy agreement.</p>	<p>The tenant must have passed a tenant reference carried out before the commencement of the tenancy agreement with Callcredit Information Group Limited or as otherwise agreed by us.</p> <p>You must have entered into an Assured Shorthold Tenancy or a Company Let.</p> <p>There is no cover for claims: -</p> <ul style="list-style-type: none"> ▪ Which are not reported to us within 45 days of the first breach of the tenancy agreement by the tenant ▪ Arising from or connected to your performance of your obligations under the tenancy agreement ▪ 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 a service charge ▪ Where there are insufficient prospects of success in the proceedings ▪ If all necessary statutory pre-grant notices to the tenant were not issued or the first month's rent and the deposit has not been received in cash or cleared funds (excluding credit card payments unless cleared over 120 days before the start of the Tenancy) prior to the tenant entering the property ▪ Where any rent arrears arose within the first 3 complete monthly rental periods in the period of insurance if the tenancy agreement commenced before the period of insurance (unless evidence of continuous equivalent insurance immediately prior to the period is provided). 	<p>Eviction</p>

<p>Rent arrears owed by the tenant under the tenancy agreement and compensation for the unauthorised possession of the property by the tenant after the expiry of the tenancy agreement.</p>	<p>Cover is subject to a claim being made and accepted by us under the 'Eviction' section of this policy to evict the tenant.</p> <p>Rent will be paid monthly in arrears at a rate of 1/30th for each continuous day that it is in arrears.</p> <p>There is no cover where the total amount of rent owed is less than £250.</p>	<p>Rent</p>
<p>Legal Expenses: Up to £100,000 of advisers' costs per claim.</p> <p>Rent: The 'Total Monthly Rent' shown in the Rent Protection Certificate. The maximum rent payable per claim is £50,000 or the equivalent of twelve months rent, whichever is the lesser amount.</p> <p>Where the 'Total Monthly Rent' shown in the Rent Protection Certificate is less than the Rent, the amount of Rent claimed under the policy will be reduced in proportion to the underinsurance.</p>	<p>You are required to pay a contribution, known as an excess, towards each claim made under this section before the insurer is liable to make any payment. The amount that you must pay is specified in the Rent Guarantee Certificate.</p> <p>If you instruct an alternative appointed representative to the one chosen by us, then an increased excess will apply as detailed below:</p> <ul style="list-style-type: none"> ▪ Eviction - £1,000 in respect of an insured incident ▪ Rent – Not applicable <p>This insurance covers the legal costs incurred by our panel solicitors, or their agents appointed by us to act for you. If court proceedings are required, you are free to nominate an appointed representative to act for you in any legal proceedings to which we have consented subject to the increased excess.</p>	<p>All</p>

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.

To make a claim

Claims must be notified to us within 45 days of the first breach by a tenant of the terms of the tenancy agreement. Failure to notify the claim within this time will invalidate the insurance cover.

To make a claim you need to log in to our website. Please go to www.rent4sure.co.uk and log in using your registered email address and password. If you have forgotten your password you can issue a new one by clicking on the link "forgotten password".

Once logged in to our site – you can make a claim. Simply navigate, using the side-bar, to the property on which the claim is to be made, then click on "Manage Rent Protection" button and follow the link "Make a Claim". The claims process is quick and simple- and you will be updated, through our site, once the claim has been submitted.

All claims must be submitted in full within 45 days of the first day of arrears, otherwise your claim may be declined.

Legal helpline

Use the 24 hour advisory service for telephone advice on any legal problem in connection with the Property.

Delays should be avoided at all cost, but taking the right action is essential. The legal helpline will ensure you get the timely information you need.

As soon as you require advice about a tenancy matter, likely to result in a claim under the policy, specialists Shoosmiths Solicitors will be on hand to advise on issues such as:

- Securing an abandoned property
- Proposed payment plans to clear any arrears
- What to do if a tenant surrenders the property; uses the property for illegal purposes; moves in an unauthorised occupant and stops paying the rent

The advice will be practical, down to earth and easy to deal with.

You'll find out what the law says, be given advice on what steps should be taken to protect your position and, if appropriate, on how to gain the earliest possible possession.

Simply telephone **0344 770 1044** and quote "**Rent4Sure**".

To maintain an accurate record telephone calls may be recorded.

Complaints

If you are unhappy with the service that has been provided, you should contact us 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 document.

Our contact details are:

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD
Tel 01206 615 000

Email customerservice@arclegal.co.uk

Compensation

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if Arc Legal or AmTrust Europe Limited 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/> or by telephoning 0800 678 1100.