



LANDLORD LEGAL & RENT GUARANTEE INSURANCE POLICY WORDING

October 2024

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POLICY DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in bold in this policy:

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| Authorised professional | A solicitor, counsel, claims handler or mediator, accountant, firm of accountants or other appropriately qualified person appointed and approved by us under the terms and conditions of this policy to represent your interests. |
| Court | A court, tribunal or other competent authority. |
| Deposit | The sum paid by the tenant to you or the letting agent under the terms of the tenancy agreement for the purpose of providing you with reimbursement or partial reimbursement against losses arising from the tenant's breach of any of the terms of the tenancy agreement . |
| Dilapidations Inventory | A full and detailed inventory of your contents and their condition within the Property which has been signed by the tenant |
| Event | The initial event, act or omission which sets off a natural and continuous sequence of events that subsequently gives rise to a claim for professional fees and/or payment of a benefit under this policy. You must notify us during the period of insurance and within 45 days of any circumstances which may give rise to any claim under this policy. |
| Excess | The first amount of each and every claim as detailed on the schedule . |
| Guarantor | The individual or organisation shown in the tenancy agreement that has received a written tenant reference and provided a financial guarantee of the tenant's performance of their obligations under the tenancy agreement . |
| Insurer | AmTrust Europe Limited. On 1 st February 2025, the insurer is changing its name to AmTrust Specialty Limited and its registered office to Exchequer Court, 33 St Mary Axe, London EC3A 8AA United Kingdom. All other details remain the same. |

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| Legal proceedings | When formal legal proceedings are issued against an opponent in a court of law. |
| Letting agent | The organisation with whom you have entered into a formal written contract to let, manage and administer the property on your behalf. |
| Mediation service | The independent mediation service provided and paid for by us . |
| Period of insurance | The period of insurance shown in the schedule . |
| Policyholder, you, your | The person or company who has paid the premium and is named in the schedule as the policyholder. The policyholder rents the property to the tenant and is named in the tenancy agreement . |
| Policy Limit(s) | The amount we will pay in respect of any one claim and the total amount payable within any one period of insurance as specified within the schedule . |
| Professional fees | Legal fees and costs reasonably and properly incurred by the authorised professional , with our prior written authority, including costs incurred by another party for which you are made liable by court order or may pay with our consent in pursuit of a civil claim within the territorial limits arising from an insured event . Professional fees will include VAT where it cannot be recovered. |
| Property | The property or properties: <ul style="list-style-type: none"> • details of which are lodged with us, and • which are occupied for residential purposes only. |
| Proportional Costs | The estimated amount of the professional fees to deal with the claim, these must not be more than the amount of money that is in dispute. The estimate of the professional fees will be provided with the assessment of your case and will be made by the authorised professional . If the estimate is more than the amount in dispute, then we might turn down your claim or stop supporting your case. |
| Prospects of success | Prospects of success exists if: <ol style="list-style-type: none"> a) there is greater than 51% chance of successfully pursuing the claim against another person. If you are seeking damages or compensation, there must also be a greater than 51% chance of enforcing any judgment that might be obtained; b) there are prospects (at least 51%) of a successful defence; or c) you want to plead guilty in criminal cases, it is reasonable to incur professional fees having regard for the level of professional fees to be incurred and there are prospects (at least 51%) of significant mitigation assuming the criminal case was determined at trial or other final hearing at first instance. |

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| Rent | The monthly amount payable by the tenant to the insured person as set out in the tenancy agreement and shown in the schedule . |
| Rent arrears | Money owed to you by an accepted tenant under a tenancy agreement (less the deposit or the balance of the deposit following sight of accounted receipts relating to dilapidations caused to the property by the tenant(s)). |
| Schedule | The document which shows details of you and this insurance and is attached to and forms part of this policy. |
| Standard professional fees | The level of professional fees that would normally be incurred by us in using a nominated authorised professional of our choice. |
| Tenancy agreement | <ol style="list-style-type: none"> 1. A tenancy agreement in writing made between you and the tenant which is an assured shorthold tenancy agreement within the meaning of the Housing Acts 1988 and 1996 or a short assured tenancy or an assured tenancy as defined in the Housing (Scotland) Act 1988 or a tenancy agreement in which the tenant is a limited company. In Northern Ireland the Agreement between you and the tenant to let the property must not be a protected tenancy or a statutory tenancy within the meaning of the Rent (NI) Order 1978 nor a Protected Shorthold Tenancy within the meaning of Housing (NI) Order 1983 or a tenancy agreement in which the tenant is a limited company or a tenancy agreement or lease of a commercial premises; or 2. Any other residential tenancy. |
| Tenant(s) | The individual('s) or company entitled to the tenancy of the property . |
| Tenant reference | <p>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, together with copies of two forms of identification, one of which must contain a photograph, and evidence showing that their gross monthly income is at least a multiple of 2.5 of the tenant's rent.</p> <p>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 or guarantor must be obtained from Our approved Tenant Referencing Company.</p> |
| Territorial limits | The United Kingdom (meaning England, Scotland, Northern Ireland, Wales), Channel Islands and Isle of Man. |
| We, us, our, coverholder | Auto Legal Protection Services Ltd (Alps) on behalf of AmTrust Europe Limited. |

YOUR LANDLORD LEGAL & RENT GUARANTEE INSURANCE POLICY

Important notice regarding the operation of this policy. Failure to comply with these terms could mean that we decline to pay your claim.

All potential claims must initially be reported to **our** appropriate Claims Notification and Advice Helpline Services detailed below:

Claims Notification & Helpline: 01260 241000

Operates 24 hours a day, 365 days a year

If **you** require an audio version of this document in braille or a copy in braille, please contact **us** on **01260 241555**

You must have obtained and be able to produce a satisfactory tenant reference as defined within the policy for cover to be operative.

This is a policy where **you** must notify **us** during the **period of insurance** and within 45 days of any circumstances which may give rise to any claim under this policy.

If **you** can convince **us** that there are reasonable **prospects of success** of being successful in **your** claim and that it is reasonable for **professional fees** to be paid **we** will:

- Take over the claim on **your** behalf;
- Appoint a specialist of **our** choice to act on **your** behalf.

We may limit the **professional fees** that **we** pay under the policy if:

- **We** consider it is unlikely a reasonable settlement of **your** claim will be obtained; or
- The potential settlement amount of **your** claim is disproportionate compared with the time and expense incurred in pursuing or defending **your** claim; or
- There are insufficient **prospects of success** of obtaining recovery of any sums claimed.

If it may cost **us** more to handle a claim than the amount in dispute **we** may at **our** option pay to **you** the amount in dispute which will then constitute the end of the claim under this policy.

If **legal proceedings** have been agreed by **us**, **you** may at this stage decide to nominate and use **your** own solicitor or indeed, **you** may wish to continue to use **our** own specialists. If **you** decide to nominate **your** own professional **we** must agree this in advance and **you** will be responsible for any **professional fees** in **excess** of those which **our** own specialists would normally charge **us** (details are available upon request).

At conclusion of **your** claim if **you** are awarded any costs (not **your** damages), these must be paid to **us**.

If **rent** is overdue **you** must contact the **tenant** within 7 days to establish the reason for the default.

If the **rent** is not paid within a further 7 days the **tenant** must be contacted again. If the **tenant** cannot be contacted, and it is lawful to do so **you** must serve notice of a requirement to undertake an inspection and visit the **property** in accordance with **your** obligations within the **tenancy agreement**.

If **you** make a claim under this policy which **you** subsequently discontinue due to **your** own disinclination to proceed, any **professional fees** incurred to date will become **your** own responsibility and will be required to be repaid to the **insurer**.

Please note that if you engage the services of anyone before making contact with the claims helpline service and incur any costs without our prior written approval these costs will not be covered by this insurance.

If upon receipt of this policy **you** are unhappy with any of the requirements as stated above please advise **your** insurance adviser immediately who, subject to there being no claims on this policy, will arrange a full refund of premium.

CUSTOMER SERVICES INFORMATION

How to Make a Claim

To make a claim, please use one of the following methods.

Online

To notify your claim online, please visit our claims website: valid8.alpsltd.co.uk where you will be able to create an account, register your claim and submit any documents required via our portal.

Email

Please email claim@alpslegal.co.uk requesting a landlord claim form.

Phone

To speak to our claims team and report the details of your claim, please call: **01260 241000**
This is a 'claims made' policy. It only covers claims notified to **us** during the **period of insurance** and within 45 days of any circumstance which may give rise to any claim. Failure to do so could lead **us** to decline that claim.

You must have obtained and be able to produce a satisfactory **tenant reference** on each **tenant** before granting a tenancy. Failure to do so could lead **us** to decline that claim.

COVER

You have paid the premium and supplied to **us** a proposal and declaration or other information which shall be the basis of this contract and be incorporated in this policy.

Upon payment of the policy **excess** if applicable, **we** will pay **your** claim in accordance with **our standard professional fees** and if requested by **you** up to the **policy limits** subject to the terms, conditions and exclusions of this policy, against **professional fees** arising from an insured **event** within the **territorial limits** if **you** notify **us** during the **period of insurance** and within 45 days of the insured **event**.

INSURED EVENTS

Section 1 - Breach of Tenancy Agreement

What is Covered?

A breach by the **tenant** of any of their obligations under the **tenancy agreement**.

Section 2 - Pursuit of Rent Arrears

What is Covered?

The pursuit of **rent arrears** which commenced during the **period of insurance**.

What is Excluded?

professional fees incurred in connection with:

1. Interest on **rent** or service charges payable by the **tenant**;
2. Any **rent** payable after **you** have recovered full and vacant possession.

Section 3 – Eviction

What is Covered?

The eviction of anyone in the **property** without **your** permission.

If required by **us** or the law, **you** must attempt in good faith to settle the claim using the **mediation service**.

Section 4 - Legal Defence

What is Covered?

The defence of civil or criminal proceedings in respect of any act or omission or alleged act or omission by **you** arising out of **your** ownership or management of the **property**.

Section 5 – Rent Arrears Guarantee

What is Covered?

The **insured person** is covered for **rent arrears** owed by the **tenant** under the **tenancy agreement** during the period of insurance and up to the claims limits, where an insured **event** under section 1 occurs and the **insured person** is, where appropriate, pursuing proceedings under this policy.

Cover is subject to:

1. A full month's **rent** being in arrears after deduction of the **excess**.
2. The **rent arrears** guarantee only being payable during the period of the **tenancy agreement** or until vacant possession has been gained, whichever occurs sooner.
3. The claim being made during the **period of insurance**.
4. **Rent arrears** guarantee being paid at the rate of 1/30th of the **rent** for each continuous day in arrears.

Section 6 – Attendance Expenses

Maximum of £100 a day and a maximum of £1,000 for any one claim.

GENERAL POLICY EXCLUSIONS

This insurance does not cover:

1. **professional fees** incurred:
 - a) in respect of any **event** which commenced before the start of the insurance;
 - b) before **our** written acceptance of a claim;
 - c) before **our** approval or beyond those for which **we** have given **our** approval;
 - d) if **you** do not give proper instructions in due time to **us** or to the **authorised professional**;
 - e) if **you** are responsible for anything which in **our** opinion prejudices **your** case;
 - f) if **you** withdraw instructions from the **authorised professional**, do not respond to the **authorised professional**, withdraw from the **legal proceedings** or the **authorised professional** refuses to continue to act for **you**;
 - g) in respect of the amount that is more than **our standard professional fees** if **you** have chosen to use an **authorised professional** of **your** own choice;
 - h) arising out of **rent** registration or reviews, purchasing the freehold of the **property**, **rent** tribunals, land tribunals, or rate tribunals unless defending action brought against **you** by the **tenant**; or
 - i) in defending or pursuing new areas of law or test cases.
2. the defence in any civil or criminal **legal proceedings** arising from:
 - a) injury or disease, including psychiatric injury and stress;
 - b) loss, destruction, or damage of **your property**; or
 - c) alleged breach of any professional duty.
3. an **event** which occurs within the first 90 days of the **period of insurance** if the **tenancy agreement** commenced before the **tenant reference**. **We** will not apply this exclusion if:
 - a) **you** had continuous legal expenses and rent protection insurance with another insurer in respect of the same tenancy agreement and the same tenant, and
 - b) there had been no claims reported under that insurance.
4. claims if the **tenancy agreement** commenced more than 31 days after the date of the **tenant reference**.
5. the pursuit, continued pursuit, or defence of any claim if **we** consider it is unlikely a reasonable settlement will be obtained or if the likely settlement amount is disproportionate compared with the time and expense incurred.
6. claims which are conducted by **you** in a manner different from the advice or proper instructions of **us** or the **authorised professional**.
7. appeals. **We** will not apply this exclusion if:
 - a) **you** notify **us** in writing that **you** want to appeal at least six working days before the deadline for giving notice of appeal expires, and
 - b) **we** consider the appeal to have reasonable chance of success.
8. damages, fines, or other penalties **you** are ordered to pay by a **court**, tribunal, or arbitrator.
9. claims arising from an **event** resulting from **your** deliberate act, omission, or misrepresentation.
10. any dispute relating to written or verbal remarks which damage **your** reputation.
11. a dispute with **us** not dealt with under the arbitration condition.
12. an application for judicial review.

13. an **event** arising out of an agreement which does not fall within the definition of a **tenancy agreement** in this policy.
14. the compensation **you** have to pay to a **tenant** following an order of the **court** or the terms of any settlement approved in writing by **us**.
15. the **tenancy agreement** having been granted without first obtaining the requisite consent or licence.
16. payment or non-payment of service charges.
17. subsidence, mining, actual or proposed works by public or local authority.
18. claims if **you** do not provide evidence relating to a **tenant reference**.
19. disputes between **you** and **your** mortgage lender.
20. disputes if the **tenant** is not aged 18 years or over.
21. claims if **you** or the **letting agent** has allowed the **tenant** into possession of the insured **property** before:
 - a) the **tenancy agreement** has been signed by all parties;
 - b) a **tenant reference** having been obtained;
 - c) all necessary statutory pre-grant notices to the **tenant** having been issued;
 - d) the first month's **rent** and the **deposit** having been received in cash or cleared funds; or
 - e) the **dilapidations inventory** has been signed by the **tenant**.
22. any claim if **you** or the **letting agent** gave any false or misleading information when they applied for the **tenant reference** or for this insurance cover or if the **tenant** received a **tenant reference** subject to a **guarantor** and the **guarantor** was not correctly assigned to the **tenancy agreement**.
23. if **you** should reasonably have realised when purchasing this insurance that a claim under this insurance might occur.
24. any **professional fees** relating to **your** alleged dishonesty or deliberate and wilful acts or omissions.
25. **professional fees** arising directly or indirectly from computer software except operating systems and packaged software that have not been tailored by the supplier to **your** own requirements.
26. **legal proceedings** outside the **territorial limits** and proceedings in constitutional international or supranational courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights.
27. a dispute which relates to any compensation or amount payable under a contract of insurance.
28. any matter in respect of which **you** are entitled to legal aid where **our** liability shall be limited to the sum equal to any assessed income-based contribution payable by **you** towards **professional fees** incurred under the Crown Court means testing scheme if this applies.
29. an **event** which **you** notify to **us** more than 45 days after it occurred or ought to have come to **your** knowledge.

30. Any claim arising from dilapidations unless the missing or damaged items were contained within a **Dilapidations Inventory**

31. if the amount in dispute is less than £250 including VAT.

32. any **professional fees**, expenses or **rent arrears** that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance if this policy had not been affected.

33. **rent arrears** protection claims unless **you** and the **letting agent** act promptly to gain vacant possession of the insured **property** and recover **rent arrears**.

34. **rent arrears** protection claims if the **property** is not occupied for residential purposes.

35. **Electronic Data**

The **insurer** will not pay for any consequence, howsoever caused, including for example computer virus, of electronic data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this policy electronic data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this policy, computer virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, that multiply themselves through a computer system or network of whatsoever nature.

36. **Cyber Attack Exclusion**

The **insurer** will not pay for any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system. This exclusion applies unless cover for costs is specifically allowed for in the Insured Events above.

37. **Sanction Limitation and Exclusion Clause**

The **insurer** will not be deemed to provide cover and will not be liable to pay any claim or provide any benefit under this section of **your** insurance if the provision of such cover, payment of such claim or provision of such benefit would expose it to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

38. **Radiation**

The **insurer** will not pay for any direct or indirect consequence of: irradiation, or contamination by nuclear material; or the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

39. **Terrorism**

The **insurer** will not pay for any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to

intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- a) involves violence against one or more persons;
- b) involves damage to **property**;
- c) endangers life other than that of the person committing the action;
- d) creates a risk to health or safety of the public or a section of the public; or
- e) is designed to interfere with or to disrupt an electronic system.

This policy also excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.

40. **War**

The **insurer** will not pay for any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to **property** by or under the order of any government, local or public authority.

POLICY CONDITIONS

Other Insurance

If any claim covered under this policy is also covered by another policy or would have been covered if this policy did not exist, **we** will only pay **our** share of the claim.

Alteration of Risk

You must notify **your** agent as soon as possible if there are changes that may affect this insurance, for example:

- The **property** is no longer let to a **tenant** for residential purposes only.
- **You** change the address of the **property**.
- **You** sell a **property** covered by this policy.
- **You** purchase an additional **property** that **you** wish to be covered by this policy.
- The **guarantor** who has provided a financial guarantee within the **tenancy agreement** has changed.

We will then reassess **your** cover and premium. If **you** do not notify **us** about any of these changes **we** may:

- a) Have charged **you** the incorrect premium and or applied an incorrect cover;
- b) Decline **your** claim; or
- c) Declare this policy void.

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- a) Supply accurate and complete answers to all the questions **we** or the administrator may ask as part of **your** application for cover under the policy;
- b) To make sure that all information supplied as part of **your** application for cover is true and correct;
- c) Tell **us** of any changes to the answers **you** have given as soon as possible.

Failure to provide answers in-line with the requirement of the act may mean that **your** policy is invalid and that it does not operate in the **event** of a claim.

Observance

Our liability to make any payment under this policy will be conditional on **you** complying with the terms and conditions of this insurance.

Claims

You must tell **us** in writing within 45 days about any matter which could result in a claim being made under this policy and must obtain in writing **our** consent to incur **professional fees**.

We will give such consent if **you** can satisfy **us** that there are sufficient **prospects of success** in pursuing or defending **your** claim and that it is reasonable for **professional fees** to be paid and **you** have paid the **excess**.

We may require (at **our** discretion) **you** at **your** expense to obtain the opinion of an expert or counsel on the merits of a claim or continued merits of a claim or **legal proceedings**. If **we** subsequently agree to accept or continue with the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim **we** decide that **your prospects of success** are insufficient or it would be better for **you** to take a different course of action, **we** cannot agree to the claim.

Claims Line – 01260 241000

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We will write to **you** giving **our** reasons and **we** will not then be bound to pay any further **professional fees** for this claim.

We may limit any **professional fees** that **we** will pay under the policy in the pursuit, continued pursuit, or defence of any claim:

- a) if **we** consider it is unlikely a reasonable settlement will be obtained;
- b) if the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement; or
- c) if there are insufficient prospects of obtaining recovery of any sums claimed.

Alternatively, if it may cost **us** more to handle a claim than the amount in dispute, **we** may at **our** option pay to **you** the amount in dispute which shall be deemed to represent full and final settlement under this policy.

If **you** make a claim under this policy which **you** subsequently discontinue due to **your** own disinclination to proceed, any legal costs incurred to date will become **your** own responsibility and will be required to be repaid to the **insurer**.

We may appoint an **authorised professional** to conduct an independent mediation to reach settlement of the legal action. **We** will pay the **authorised professional's** costs for the **mediation service**.

Representation

We will take over and conduct in **your** name the prosecution, pursuit, defence, or settlement of any claim. The **authorised professional** nominated and appointed by **us** will act on **your** behalf and **you** must accept **our** nomination.

If **legal proceedings** have been agreed by **us**, **you** may nominate **your** own **authorised professional** whose name and address **you** must submit to **us**. In selecting **your authorised professional you** shall have regard to the common law duty to minimise the cost for **your** claim. Any dispute arising from this shall be referred to arbitration in accordance with the policy conditions.

If **you** have chosen to use **your** own nominated **authorised professional**, **you** will be responsible for any **professional fees** in excess of **our standard professional fees**.

Conduct of Claim

1. **You** shall at all times co-operate with **us** and give to **us** and the **authorised professional** evidence, documents and information of all material developments and shall attend upon the **authorised professional** when so requested at **your** own expense.
2. **We** shall have direct access at all times to and shall be entitled to obtain from the **authorised professional** any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and **you** shall give any instructions to the **authorised professional** which may be required for this purpose. **You** or **your authorised professional** shall notify **us** immediately in writing of any offer or payment into **court** made with a view to settlement and **you** must secure **our** written agreement before accepting or declining any such offer.
3. **We** will not be bound by any promise or undertaking given by **you** to the **authorised professional** or by either of **you** to any **court**, witness, expert or agent or other person without **our** agreement.

Attendance Expenses

We will pay net salary or wages, less any amount payable by the court, for **you** or any of **your** directors, partners or employees or of your **letting agent**, for the time off work to attend any court or tribunal hearing within the **territorial limits** as a:

1. Witness for **you** at the request of the **authorised professional**; or
2. Defendant in civil proceedings if **we** have accepted the claim.

We will calculate the amount payable based on the duration of any valid absence from work, based on an eight hour day and calculated to the nearest half day. One day's pay will be calculated as 1/250th of the employee's total annual pay. If an employee works part-time, the amount payable will be reduced on a pro-rata basis.

References

You must obtain a satisfactory **tenant reference** in writing in respect of the **tenant(s)** and/or **guarantor** from a licensed credit referencing company before granting a tenancy.

In the case of student **tenants** or **tenants** receiving any income or housing related government benefit, **you** must obtain a full **tenant reference** showing a Pass on the **tenant** or **guarantor** from **our** approved Tenant Referencing Company.

Recovery of Costs

You should take all reasonable steps to recover costs charges, fees or expenses. If another person is ordered, or agrees, to pay **you** all or any costs charges, fees, expenses or compensation **you** will do everything possible (subject to **our** directions) to recover the money and hold it on **our** behalf. If payment is made by instalments these will be paid to **us** until **we** have recovered the total amount that the other person was ordered, or agreed to pay by way of costs, charges or fees.

Rent Arrears

1. If the **deposit** is more than the **excess**, **we** 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**.
2. If **rent** is overdue **you** must contact the **tenant** within 7 days to establish the reason for the default.
3. If the **rent** is not paid within a further 7 days the **tenant** must be contacted again. If the **tenant** cannot be contacted, and it is lawful to do so, **you** must serve notice of a requirement to undertake an inspection and visit the **property** in accordance with **your** obligations within the **tenancy agreement**. **You** should contact the claims helpline service if **you** are unsure that such an inspection is lawful.

Deposit

You will inform **us** in writing of the allocation of the **deposit** and no deductions may be made from the **deposit** without **our** prior approval. The balance of the **deposit** after such approved deductions will be applied to reduce **rent arrears** which **you** may be entitled to claim from **us** under the terms of this policy. Such monies may not be utilised to discharge **your** liabilities in respect of the **excess** under this policy.

Safeguarding your Premium

The insurance broker who arranged this policy will collect **your** premium payments on **our** behalf. They will also pay any premium refund that is due to **you** from **us**. **We** consider that:

1. when **you** pay the premium to the broker, **we** have received the premium.
2. **we** have made a premium refund only when **you** actually receive it.

Arbitration

Any dispute between **you** and **us**, which is not solved by the policy, will be governed by the laws of England and Wales and shall be referred to a single arbitrator who shall either be a solicitor or barrister on whom **we** both agree. If **we** cannot agree, one will be nominated by the law society. Where appropriate the dispute will be resolved on the basis of written submissions. The costs of resolving the dispute will be met in full by the party against whom the decision is made. If the decision is not clearly made against either party, the arbitrator shall have the power to apportion costs.

Fraud

We have the right to refuse to pay a claim or to void this insurance in its entirety if **you** make a claim which is in any respect false or fraudulent or you gave false or misleading information when applying for either this insurance of the **tenant reference**.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

NOTICES

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

CANCELLATION

We hope **you** are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with **your** requirements, please return it to **your** sales agent within fourteen (14) days of issue and **we** will refund **your** premium provided **you** have not submitted a claim. The insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending fourteen (14) days' notice to the **policyholder** at their last known address. Provided the premium has been paid in full the **policyholder** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance. A charge may be imposed based upon the usage of any helpline service during this period.

REASONABLE CARE

You must not breach any of the conditions of the tenancy agreement(s) or legal charge affecting the property.

You must take all reasonable steps to prevent incidents that may give rise to a claim and to minimise the amount payable by **us**. This includes ensuring that following receipt of the tenant reference, it is reasonable to grant a tenancy agreement to the tenant.

You must act promptly to gain vacant possession of the property and recover **rent arrears**.

ACTS OF PARLIAMENT

Any reference to Acts of Parliament within this policy shall include an amending or replacing act and shall also include, if applicable, equivalent legislation in Scotland, Northern Ireland, the Channel Islands, the Isle of Man and under European law if applied in the United Kingdom.

LAW

This policy shall be governed by and construed in accordance with the law of England and Wales unless **your** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. In the **event** of the place of establishment being situated in the channel islands the relevant law governing the channel islands shall apply.

PRIVACY AND DATA PROTECTION NOTICE

1. Data Protection

Auto Legal Protection Services are committed to protecting and respecting **your** privacy in accordance with the current **Data protection legislation** ("Legislation"). Below is a summary of the main ways in which **we** process **your** personal data, for more information please visit <https://www.alpsltd.co.uk/>

2. How We Use Your Personal Data and Who We Share It With

We may use the personal data **we** hold about **you** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **your** data to safeguard against fraud and money laundering and to meet **our** general legal or regulatory obligations.

3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **our** notice.

4. Disclosure of Your Personal Data

We may disclose **your** personal data to third parties involved in providing products or services to **us**, or to service providers who perform services on **our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

5. Your Rights

You have the right to ask **us** not to process **your** data for marketing purposes, to see a copy of the personal information **we** hold about **you**, to have **your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **us** to provide a copy of **your** data to any controller and to lodge a complaint with the local data protection authority.

6. Retention

Your data will not be retained for longer than is necessary and will be managed in accordance with **our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or **our** business relationship with **you**, unless **we** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **you** have any questions concerning **our** use of **your** personal data, please contact The Data Protection Officer, please see website for full address details.

The Insurer's Data Protection Notice

AmTrust Europe Limited will keep **your** personal information safe and private. There are laws that protect **your** privacy and they follow them carefully. Under the laws, AmTrust Europe Ltd is the company responsible for handling **your** information (Data Controller). Here is a simple explanation of how they use **your** personal information. For more information visit their website at www.amtrusteurope.com

What they do with your personal information

They might need to use the information they have about **you** for different reasons.

For example, they might need it:

- to run through their computerised system to decide if they can offer **you** this insurance.
- to help **you** if **you** have any queries or want to make a claim.
 - to provide **you** with information, products or services if **you** ask them to.
 - for research or statistics.

They will need it:

- to provide this insurance.
- to contact **you** to ask if **you** want to renew it.
- to protect both **you** and them against fraud and money laundering.
- to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/ sensitive and important such as information about **your** health or any criminal convictions **you** might have. They might need this kind of information to decide if they can offer **you** this insurance or to help **you** with a claim. They will only use this information for these specific reasons and in line with regulatory conditions.

They might need to share **your** information with other companies or people who provide a service to them or to **you** on their behalf. They include companies that are part of their group, people they work with, insurance brokers, their agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else they might need to share it with by law. They will only share **your** information with them if they need to and if it is allowed by law.

Sometimes they might need to send **your** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). We currently send it to the USA and Israel. They make sure that **your** information is always kept safely and treated in line with the law and this notice.

You can tell them if **you** do not want them to use **your** information for marketing. **You** can also ask them to provide **you** with the information they have about **you** and, if there are any mistakes or updates, **you** can ask them to correct them. **You** can also ask them to delete **your** information (although there are some things they cannot delete). **You** can also ask them to give **your** information to someone else involved in **your** insurance. If **you** think they did something wrong with **your** information, **you** can complain to the local data protection authority.

They will not keep **your** information longer than they need to. They will usually keep it for 10 years after **your** insurance ends unless they have to keep it longer for other business or regulatory reasons.

If **you** have any questions about how they use **your** information, **you** can contact their Data Protection Officer. **You** can find their contact details on their website (www.amtrusteurope.com).

Vasek Insurance Short Form Privacy Notice

We (Vasek Insurance) are the data controller of any personal data **you** provide to us. We collect and process personal data in order to offer and provide insurance services and policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to comply with our legal and regulatory obligations. This may involve sharing information with, and obtaining information from, our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes.

Please see our Privacy Notice for further information on how your personal data is used, shared, disclosed and retained, **your** rights in relation to **your** personal data and how to contact our Data Protection Officer. Our Privacy Notice can be found at <https://www.ajg.com/uk/privacy-policy/>. From time to time we may make important updates to our Privacy Notice and these may in turn affect the way we use and handle your data. Please ensure **you** review our Privacy Notice periodically to ensure **you** are aware of any changes.

If **you** are providing us with personal data of another individual that would be covered under the insurance policy we may be placing or services we may provide to **you**, you shall ensure that **you** have obtained all appropriate consents, where required, tell them **you** are providing their information to us and show them a copy of this notice. **You** must not share personal data with us that is not necessary for us to offer, provide or administer our services to **you**.

COMPLAINTS PROCEDURE

Complaints About The Sale Of This Insurance

We are committed to providing you with the highest standard of service and customer care. **We** realise however, that there may be occasions when **you** feel that **you** did not receive the standard of service **you** expect.

We hope **you** will be completely happy with this insurance but if something does go wrong, **we** would like to know about it.

We will do our best to resolve the issue and make sure it doesn't happen again. This complaints procedure does not affect **your** statutory rights.

Complaints about the Sale of this Insurance

If **you** have any concerns regarding the sale of this insurance, please contact your insurance broker.

Complaints about the administration of this policy or a claim

Auto Legal Protection Service Limited (Alps) aim to give our insured a high level of service at all times. However if **you** have a complaint about your policy please contact:

Alps, Sunnyside Mill, Highfield Road, Congleton, Cheshire CW12 3AQ.

Telephone: 01260 241555

Email: complaints@alpsltd.co.uk

We will contact **you** and handle **your** complaint on **our** behalf. **We** will contact **you** within three working days of receiving **your** complaint to inform **you** of what action is being taken. **We** will try to resolve the problem and give **you** an answer within four weeks. If it will take longer than four weeks **we** will tell you when **you** can expect an answer.

If **you** are unhappy with the response to **your** complaint, or **you** have not received a response within 8 weeks of the date **your** complaint was received, **you** may be eligible to refer your case to the Financial Ombudsman Service, who can review complaints from 'eligible complainants', but **you** must do so within 6 months of receiving a final response from the **insurers**, or from **us** on their behalf. Further information can be found at: www.financial-ombudsman.org.uk

The Financial Ombudsman Service exists to help resolve complaints when the insurer has not been able to resolve matters to **your** satisfaction and the service **they** provide is free and impartial. Their contact details are as follows:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landline) or 0300 123 9123 (Calls to this number cost no more than calls to 01 and 02 numbers.)
Email: complaint.info@financial-ombudsman.org.uk

This complaints procedure does not affect any legal right **you** have to take action against **us**.

COMPENSATION SCHEME

We and the **insurers** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** or the **insurers** are unable to meet **our** 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.

AUTHORISATION

Auto Legal Protection Services Ltd Registered office. Sunnyside Mill, Highfield Road, Congleton, Cheshire, CW12 3AQ. Company number 3676991 is authorised and regulated by the Financial Conduct Authority, Firm Reference Number is 300906.

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.

AmTrust Europe Limited, Registered Office 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.



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