



# Landlord Legal Expenses Policy Wording

**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:

**Legal Claims Notification & Advice Helpline Service: 01384 884067**  
Operates 24 hours a day, 365 days a year.

This helpline service is only in respect of legal issues and cannot assist with any other insurance matter.

**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 30 days of any circumstances which may give rise to any claim under this policy.

If **you** can convince **us** that there are sensible **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 where:

- **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.

Where 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**.

In the **event** that **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 prior to 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.

## Important Policy Information

All potential claims must initially be reported to the appropriate claims notification and advice helpline service.

The Legal Claims Notification & Advice Helpline Service telephone number is **01384 884067** which operates 24 hours a day, 365 days a year.

Please note: The Legal Claims Notification & Advice Helpline Service is not empowered to give advice on the admissibility of any claim under this policy.

If **you** wish to make a claim or **you** have a query relating to policy cover **you** should contact:

Arc Legal Assistance Ltd, PO Box 8921, Colchester CO4 5NE. Alternatively, submit your claim online at [claims.arclegal.co.uk](http://claims.arclegal.co.uk)

This is a 'claims made' policy. It only covers claims notified to **us** during the **period of insurance** and within 30 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** prior to granting a tenancy. Failure to do so could lead **us** to decline that claim.

## Policy Definitions

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

### Administration Agent

Auto Legal Protection Services Limited (ALPS), registered in England No. 3676991. Registered Office: Sunnyside Mill, Highfield Road, Congleton, Cheshire, CW12 3AQ. ALPS is authorised and regulated by the Financial Conduct Authority (FCA). This can be checked on the Financial Services register by visiting the FCA's website at [www.fsa.gov.uk/pages/register](http://www.fsa.gov.uk/pages/register).

### 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** or an **insured person's** interests.

### Claim 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**.

### 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 a

## Claims Line – 01384 884067

Claims are handled by Arc Legal Assistance Ltd.  
LLE0921

reimbursement or partial reimbursement against losses arising from the **tenant's** breach of any of the terms of the **tenancy agreement**.

#### 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.

#### 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**.

#### Insured Person

The **policyholder** who rents the **property** to the **tenant** and is named in the **tenancy agreement**.

#### Insurer

This insurance is administered by Arc Legal Assistance Ltd and underwritten by Royal & Sun Alliance Insurance Ltd.

#### 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.

#### 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.

#### 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' details of which are lodged with the **coverholder** and which are occupied for residential purposes only.

#### Prospects of Success

At least a 51% chance of the **insured person(s)** achieving a favourable outcome.

#### 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)**).

#### Sales Agent

The agent appointed by ALPS to transact this insurance with **you**.

#### 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

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

1. A credit check against the **tenant** and any **guarantor** obtained from a licenced credit referencing company showing:
  - a) no county **court** judgments in the past three years;
  - b) no outstanding county **court** judgments in the past three years;
  - c) the **tenant's** or **guarantor's** financial ability to meet the **rent** commitment;
  - d) that it is reasonable in the circumstances following receipt of the outcome of the credit check to grant a **tenancy agreement** to the **tenant**.
2. Copies of two forms of identification, one of which must contain a photograph where the **tenant** is an individual.

#### Territorial Limits

The United Kingdom (meaning England, Scotland, Northern Ireland, Wales), Channel Islands and Isle of Man.

#### Time of Occurrence

Civil Cases - when the **event** occurred or commenced whichever is the earlier.  
Criminal Cases - when **you** or an **insured person** commenced or is alleged to have commenced to violate the criminal law in question.

#### We, Us, Our, Coverholder

Arc Legal Assistance Ltd and Royal & Sun Alliance Insurance Ltd.

---

## 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 where requested by

**you** any other **insured person** up to the **claim limits** subject to the terms, conditions and exclusions of this policy, against **professional fees** arising from an insured **event** within the **territorial limits** where **you** notify **us** during the **period of insurance** and within 30 days of the **time of occurrence** of the **event**.

---

## Claims Line – 01384 884067

Claims are handled by Arc Legal Assistance Ltd.  
LLE0921

## 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**.

#### What is Excluded?

Excluding any claim where the **tenant** has behaved anti-socially.

### Section 2 - Pursuit of Rent arrears

#### What is Covered?

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

#### What is Excluded?

Excluding **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.

### 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**.

## General Policy Exclusions

This insurance does not cover:

1. **Professional fees** incurred:
  - a) In respect of any **event** where the **time of occurrence** commenced prior to the commencement of the insurance.
  - b) Where the **insured person** should reasonably have realised when purchasing this insurance that a claim under this insurance might occur.
  - c) Before **our** written acceptance of a claim.
  - d) Before **our** approval or beyond those for which **we** have given **our** approval.
  - e) Where **you** fail to give proper instructions in due time to **us** or to the **authorised professional**.
  - f) Where **you** are responsible for anything which in **our** reasonable opinion prejudices **your** case.
  - g) If **you** withdraw instructions from the **authorised professional**, fail to respond to the **authorised professional**, withdraw from the **legal proceedings** or the **authorised professional** refuses to continue to act for **you**.
  - h) Where **you** decide that **you** no longer wish to pursue **your** claim as a result of disinclination. All costs incurred up until this stage will become **your** responsibility.
  - i) In respect of the amount in **excess** of **our standard professional fees** where **you** have elected to use an **authorised professional** of **your** own choice.
2. The pursuit continued pursuit or defence of any claim if **we** consider it is unlikely a reasonable settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred.
3. Claims which are conducted by **you** in a manner different from the advice or proper instructions of **us** or the **authorised professional**.
4. Appeals unless **you** notify **us** in writing of **your** wish to appeal at least six working days before the deadline for giving notice of appeal expires and **we** consider the appeal to have reasonable chance of success.
5. Damages, fines or other penalties **you** are ordered to pay by a **court**, tribunal or arbitrator.
6. Claims arising from an **event** arising from **your** deliberate act, omission or misrepresentation.
7. Any dispute relating to written or verbal remarks which damage **your** reputation.
8. Any **professional fees** relating to **your** alleged dishonesty, criminal act or violent behaviour.
9. **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.
10. **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.
11. A dispute which relates to any compensation or amount payable under a contract of insurance.
12. A dispute with **us** not dealt with under the arbitration condition.
13. An application for judicial review.
14. Any **professional fees** incurred in defending or pursuing new areas of law or test cases.
15. Any matter in respect of which an **insured person** is entitled to legal aid where **our** liability shall be limited to the sum equal to any assessed income based contribution payable by the **insured person** towards **professional fees** incurred under the crown **court** means testing scheme where this applies.
16. 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 had this policy not been effected.
17. An **event** which **you** notify to **us** more than 30 days after it occurred or ought to reasonably have come to **your** knowledge.
18. Dilapidation claims which fall to be determined by way of the small claims procedure in the county **court** with respect to **property** situated in England, Wales, or Northern Ireland or in Scotland the small claims procedure in the sheriff **court** or damage or loss of fixtures, furniture or equipment not referred to in an existing inventory signed by the **tenant** prior to or at the commencement of the **tenancy agreement**.
19. Where the amount in dispute is less than £250 including VAT.
20. An **event** arising out of a **tenancy agreement** which does not fall within the definition of **tenancy agreement** in this policy.
21. The **tenants** compensation payable by **you** following an order of the **court** or the terms of any settlement approved in writing by **us**.
22. The **tenancy agreement** having been granted without first obtaining the requisite consent or licence.
23. Payment or non-payment of service charges.
24. Subsidence, mining, actual or proposed works by public or local authority.
25. An **event** which occurs within the first 90 days of the **period of insurance** where the **tenancy agreement** commenced before the **tenant reference** unless the **insured person** had continuous legal expenses and **rent** guarantee insurance with another **insurer** in respect of the same **tenancy agreement** and the same **tenant** and there had been no claims reported under that insurance.
26. Claims where the **tenancy agreement** commenced more than 31 days after the date of the **tenant reference**.
27. Claims which **you** fail to provide evidence relating to a **tenant reference**.
28. Disputes between the **insured person** and their mortgage lender.
29. Disputes where the **tenant** is not aged 18 years or over.
30. Claims if the **insured person** or their **letting agent** has allowed the **tenant** into possession of the insured **property** prior to:
  - a) The **tenancy agreement** having 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.
  - e) The dilapidations inventory having been signed by the **tenant**.
31. Any claim where the **insured person** or their **letting agent** gave any false or misleading information when they applied for the **tenant reference** or for this insurance cover or where the **tenant**

## Claims Line – 01384 884067

Claims are handled by Arc Legal Assistance Ltd.  
LLE0921

- received a **tenant reference** subject to a **guarantor** and the **guarantor** was not correctly assigned to the **tenancy agreement**.
32. Any **professional fees** incurred 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**.
  33. Electronic data  
Any consequence, howsoever caused, including but not limited to computer virus in 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, and multiply themselves through a computer system or network of whatsoever nature.
  34. Radiation  
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.
  35. Terrorism  
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:

- i. Involves violence against one or more persons; or
- ii. Involves damage to **property**; or
- iii. Endangers life other than that of the person committing the action; or
- iv. Creates a risk to health or safety of the public or a section of the public; or
- v. 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.

36. War  
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

### 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:

1. Have charged **you** the incorrect premium and or applied an incorrect cover;
2. Decline **your** claim; or
3. 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 30 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:

1. **Your prospects of success** are insufficient;
2. It would be better for **you** to take a different course of action;
3. **We** cannot agree to the claim.

**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:

1. If **we** consider it is unlikely a reasonable settlement will be obtained; or
2. Where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement; or
3. Where there are insufficient prospects of obtaining recovery of any sums claimed.

Alternatively where 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.

In the **event** that **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**.

### 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

## Claims Line – 01384 884067

Claims are handled by Arc Legal Assistance Ltd.  
LLE0921

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.

Where **you** have elected 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.

### References

**You** must obtain a satisfactory **tenant reference** prior to granting a tenancy or in respect of student and DSS **tenants** obtain an acceptance in writing from a Arc Legal Assistance Ltd approved **tenant** referencing company.

### Rent Arrears

1. If **rent** is overdue **you** must contact the **tenant** within 7 days to establish the reason for the default.
2. 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.

### 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.

### 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.

### Privacy Policy

#### Royal & Sun Alliance Insurance Ltd Privacy Policy

**Your** privacy is important to **us** and **we** are committed to keeping it protected. **We** have created this Customer Privacy Notice which will explain how **we** use the information **we** collect about **you** and how **you** can exercise **your** data protection rights. **You** can view our full privacy notice by visiting <https://www.rsagroup.com/support/legal-information/partner-privacy-policy/>

If **you're** unable to access the link or have any questions or comments about **our** privacy notice, please write to: The Data Protection Officer, RSA, Bowling Mill, Dean Clough Industrial Park, Halifax, HX3 5WA.

**You** can also email us at [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

#### Arc Legal Assistance Privacy and Data Protection Notice

1. **Data Protection**  
Arc Legal Assistance 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 [www.arclegal.co.uk](http://www.arclegal.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** privacy statement, which is available to view on the website address detailed above.
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**,

### Claims Line – 01384 884067

Claims are handled by Arc Legal Assistance Ltd.  
LLE0921

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.

### 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 act of parliament within this policy shall include an amending or replacing act and shall also include where applicable equivalent legislation in Scotland, Northern Ireland, the Channel Islands, the Isle of Man and under European law where applied in the United Kingdom.

### Claims & Helpline Service

The legal helpline service provides advice on any legal problem affecting the **policyholder**.

All potential claims must be reported initially to the claims helpline for advice and support.

Legal Claims Notification & Advice Helpline Number: **01384 884067**

**We** will not accept responsibility if the helpline services fail for reasons beyond **our** control.

### Law

This policy shall be governed by and construed in accordance with the law of England and Wales unless the **policyholder's** 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.

### Complaints Procedure

#### Complaints about the Sale of This Insurance

ALPS 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 **you** did not receive the standard of service **you** expect.

Should **you** have cause for complaint in relation to the sale of this insurance please write to:

The Managing Director, Auto Legal Protection Services Ltd, PO Box 115, Congleton, Cheshire, CW12 3FL

An acknowledgment that **your** complaint has been received will be sent to **you** within 5 working days following which **your** complaint will be investigated on behalf of the managing director. Please quote **your** policy reference in any communication. If **you** have received a final response to **your** complaint or it has been 4 weeks since **your** complaint was made to **us**, and **you** remain unhappy, please contact the financial ombudsman service whose details are provide below.

#### Complaints about This Insurance or a Claim

In the **event** of a complaint arising under this insurance or in relation to a claim, **you** should in the first instance write to:

Arc Legal Assistance Limited, PO Box 8921, Colchester CO4 5NE.  
Alternatively, email us at [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)

Please ensure **your** policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This may also apply if **you** are insured in a business capacity. **You** may contact the Financial Ombudsman Service at:

Financial Ombudsman Service, Exchange Tower, London, E14 9SR.  
Tel: 0300 123 9123 or 0800 023 4567  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local Authority Trading Standards Service or Citizens Advice Bureau.

### Compensation Scheme

Royal & Sun Alliance Insurance Ltd is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if **we** cannot meet **our** obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

### 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.