



**totalrent**  
*guarantee insurance*

Total Rent  
Guarantee Insurance  
Policy Wording  
Your policy terms & conditions

# Introduction

Thank you for choosing **Total Rent Guarantee Insurance**. This Policy Wording and **Your** Schedule form a legally binding contract of insurance between **You** (the policyholder) and the Insurer (as shown on **Your** insurance Schedule).

Please read the Policy Wording and Schedule carefully so that **You** know what **You** are insured for, what is not covered and what the terms and conditions of **Your** policy are. Failure to comply with the terms and conditions and any endorsements that apply may prejudice **Your** ability to make a claim on **Your** policy so it is essential that **You** take the time to familiarise yourself with **Your** policy.

These requirements are clearly set out in this wording, and an abbreviated version can be found in **Our** “**Policy Summary of Cover**” which is available to download from **Our** website or can be issued to **You** on request.

## The contract is arranged by

HFIS plc trading as Total Landlord Insurance, Premiere House, 1st Floor, Elstree Way, Borehamwood, WD6 1JH

Total Landlord Insurance are property insurance specialists who arrange cover both directly with the public and also in association with many of the leading landlord associations.

Total Landlord Insurance takes great pride in the quality of the policies that they offer and in the service that they provide. In order to maintain quality service, telephone calls may be monitored and recorded.

If **You** have any questions or concerns about **Your** policy, **You** should first contact Total Landlord Insurance at the address shown above, or by any of the following methods:

**Call:** 0800 63 43 880

**Fax:** 0345 310 6301

**Email:** rentguarantee@totallandlordinsurance.co.uk

## The contract is administered by

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

**Arc Legal** Assistance is a specialist provider of legal expenses insurance and related services and a market leader in providing landlords with legal and rent insurance. **Arc Legal** writes almost £1.5 million legal and rent net insurance premium each year and handles almost 1000 claims from landlords each year.

**Arc Legal** are committed to providing **You** with a high quality service, which **Arc Legal** expect to maintain throughout the duration of the policy. In order for this level of service to be fully appreciated by **You**, **Arc Legal** would first ask **You** to read through this policy document carefully to ensure **You** understand the extent of the coverage provided and the conditions and exclusions that apply – *particularly what is required of **You** when arranging **Your** cover and if and when **You** become aware of a claim.*

## The contract is underwritten by

Inter Partner Assistance, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR. Registered No: FC008998.



## Important Information

This insurance is underwritten by Inter Partner Assistance SA and administered by Arc Legal Assistance Limited.

In the event of a valid claim under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless court proceedings are issued or a conflict of interest arises.

Claims must be reported to **Us** within 180 days of the **Insured Incident** other than in relation to Tenancy Eviction Identity Fraud and Rent Guarantee where claims must be submitted within 45 days of the **Insured Incident**. Notification will only be deemed to have been made upon receipt by Us of a fully completed claim form accompanied with all requested supporting documentation. Failure to notify the claim within this time will invalidate the insurance.

The insurance covers **Advisers' Costs** and **Rent** up to the **Limit of Indemnity** where:-

- a) The **Insured Incident** takes place in the **Insured Period** and within the **Territorial Limits** and
- b) The **Proceedings** take place in the **Territorial Limits**.



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## Definitions

<b>You / Your</b>	The individual or organisation shown in the insurance schedule as the Policyholder and defined in the <b>Tenancy Agreement</b> as the 'Landlord' who has paid the premium and been declared to <b>Underwriters</b> . If <b>You</b> die <b>Your</b> personal representatives will be covered to pursue cases covered by this insurance on behalf of <b>You</b> that arose prior to <b>Your</b> death.
<b>Advisers' Costs</b>	Reasonable legal fees incurred by the <b>Adviser</b> up to the hourly rate shown in <b>Our</b> fee scale ruling at the time the <b>Adviser</b> is instructed and disbursements essential to <b>Your</b> case. Legal costs shall be assessed on the standard basis and third party's costs shall be covered if awarded against <b>You</b> and paid on the standard basis of assessment.
<b>Proceedings</b>	The pursuit of civil legal cases for damages or injunctions and the defence of criminal prosecutions.
<b>Limit of Indemnity</b>	The maximum payable in respect of an <b>Insured Incident</b> . <b>Tenancy Eviction:</b> £50,000 any one claim. <b>Property Infringement:</b> £50,000 any one claim. <b>Criminal Prosecution:</b> £50,000 any one claim. <b>Rent Guarantee:</b> £2500 per month up to a maximum of £15,000 or for up to 6 months, whichever is equal to the lesser amount. <b>Identity Fraud:</b> £10,000 any one claim.
<b>Insured Incident</b>	The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one <b>Insured Incident</b> shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.
<b>Territorial Limits</b>	The United Kingdom.
<b>Insured Period</b>	The period of insurance shown in the insurance schedule.
<b>We/Us/Our</b>	Arc Legal Assistance Limited who administer claims under this insurance on behalf of the <b>Underwriters</b> .
<b>Adviser</b>	<b>Our</b> panel solicitor, their agents or other appropriately qualified person, firm or company appointed by <b>Us</b> to act for <b>You</b> .
<b>Underwriters</b>	Inter Partner Assistance SA who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.
<b>Deposit</b>	The sum of money collected from the <b>Tenant</b> in accordance with Section 213 of the Housing Act 2004 (and any amending legislation) in respect of a <b>Tenancy Agreement</b> to which it applies and held by <b>You</b> or <b>Your</b> agent as an indemnity for losses incurred by <b>You</b> arising from the <b>Tenant</b> failing to perform his obligations set out in the <b>Tenancy Agreement</b> . A minimum amount equal to one month's <b>Rent</b> must be retained as the <b>Deposit</b> .
<b>Dilapidations Inventory</b>	A full and detailed inventory of <b>Your</b> contents and their condition within the <b>Insured Property</b> which has been signed by the <b>Tenant</b> .



<b>Tenancy Agreement</b>	<p>a) A <b>Tenancy Agreement</b> between <b>You</b> and the <b>Tenant</b> in relation to the <b>Insured Property</b> which is:- an Assured Shorthold Tenancy Agreement as defined within the Housing Act 1988 (as amended) or its equivalent outside of England and Wales but within the <b>Territorial Limits</b>, or</p> <p>b) a Company Residential Tenancy (Company Let) created after 28th February 1997 where the <b>Tenant</b> is a public limited company (plc) or limited company (Ltd) or its equivalent outside of England and Wales but within the <b>Territorial Limits</b> and the <b>Insured Property</b> is let purely for residential purposes of the <b>Tenant's</b> employees and their family, or</p> <p>c) a written common law residential tenancy agreement created after 28th February 1997 between individuals where the <b>Rent</b> is in excess of £100,000 per annum or its equivalent outside of England and Wales but within the <b>Territorial Limits</b>, and which is:</p> <ul style="list-style-type: none"> <li>i) Appropriate for the tenancy; and</li> <li>ii) Where relevant, signed and independently witnessed by <b>You</b>, the <b>Tenant(s)</b> and if required as a condition of the <b>Tenant Reference</b>, the <b>Guarantor</b>; and</li> <li>iii) Free from any unreasonably restrictive covenants.</li> </ul> <p>The initial Tenancy Agreement must be for a fixed term of no more than 12 months.</p>
<b>Tenant</b>	The occupier of the <b>Insured Property</b> named in the <b>Tenancy Agreement</b> as the Tenant who has received a <b>Tenant Reference</b> .
<b>Tenant Reference</b>	<p>A credit check against the <b>Tenant</b> and any <b>Guarantor</b> obtained from a licensed credit referencing company showing no County Court.</p> <p>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 a written employers' reference on company letter headed paper confirming their permanent and current employment and that their salary is at least a multiple of 2.5 of the <b>Tenant's Rent</b>. If all of the above are not available or in the case of student and DSS tenants, a full <b>Tenant Reference</b> showing a Pass on the <b>Tenant</b> and <b>Guarantor</b> must be obtained from Our approved Tenant Referencing Company. Details of these companies are available by referring to the Arc Legal website;</p> <p><a href="http://www.arclegal.co.uk/informationcentre/approved-referencing-list.php">http://www.arclegal.co.uk/informationcentre/approved-referencing-list.php</a></p>
<b>Tenancy Period</b>	The period of the tenancy unless notice to terminate the tenancy was issued by the landlord or <b>Tenant</b> prior to any breach of the terms of the <b>Tenancy Agreement</b> by the <b>Tenant</b> , in which case the <b>Tenancy Period</b> will end at expiry of such notice.
<b>Rent</b>	The monthly amount payable by the <b>Tenant</b> to <b>You</b> as set out in the <b>Tenancy Agreement</b> .
<b>Insured Property</b>	The insured property shown in the Insurance schedule and declared to <b>Underwriters</b> .
<b>Identity Fraud</b>	A person or group of persons knowingly using a means of identification belonging to <b>You</b> without <b>Your</b> knowledge or permission with intent to commit or assist another to commit an illegal act.
<b>Guarantor</b>	The individual or organisation assigned to the <b>Tenancy Agreement</b> that has received a <b>Tenant Reference</b> and provided a financial guarantee of the <b>Tenant's</b> performance of his obligations under the <b>Tenancy Agreement</b> .
<b>Policy Excess</b>	<p>The amount that <b>You</b> are required to pay towards any claim.</p> <p><b>Rent Guarantee:</b> An amount equal to one month's <b>Rent</b> where a <b>Tenant Reference</b> has been obtained or, 50% of one month's <b>Rent</b> where a Totaltenant referencing comprehensive tenant reference has been obtained.</p> <p><b>All other sections:</b> Nil.</p>

# Policy Cover

## Tenancy Eviction

### What is insured

**You** are covered for **Advisers' Costs** to pursue:-

Eviction **Proceedings** against a **Tenant** or **Guarantor** to recover possession of the **Insured Property** where the **Tenant** fails to perform his obligations set out in the **Tenancy Agreement** relating to the rightful occupation of the **Insured Property**.

### What is not insured

#### Claims

- Where **You** fail to provide evidence that **You** successfully completed a **Tenant Reference** on the **Tenant** (and **Guarantor** if required) prior to the start of the **Tenancy Agreement** or where the **Tenancy Agreement** started more than 31 days after the **Tenant Reference**.
- Arising from or connected to **Your** performance of **Your** obligations under the **Tenancy Agreement** or where there are insufficient prospects of success in the **Proceedings** due to the terms of the **Tenancy Agreement** being unenforceable.
- Arising from dilapidations unless the missing or damaged items were contained within a **Dilapidations Inventory**.
- Where the amount in dispute is less than £250 including VAT.
- Falling within the jurisdiction of the Rent Assessment Committee, the Lands Tribunal or the Leasehold Valuation Tribunal or their equivalent outside of England and Wales but within the **Territorial Limits**.
- Relating to the payment or non payment of service charges as defined within the Landlord and Tenant Act 1985 (as amended) or any equivalent Act outside of England and Wales but within the **Territorial Limits**.
- Where the **Insured Property** is not solely residential.
- Where the **Tenant** is not aged 18 years or over.
- Where **You** have allowed the **Tenant** into possession of the **Insured Property** before the **Tenancy Agreement** has been signed by all parties, a **Tenant Reference** has been obtained, all necessary statutory pre-grant notices to the **Tenant** have been issued, the first month's **Rent** and the **Deposit** have been received in cash or cleared funds and the **Dilapidations Inventory** has been signed by the **Tenant**.
- Where **You** have failed to keep full and up to date rental records or have allowed the **Tenancy Agreement** to be transferred to any other individual or organisation unless all other terms of the insurance have been complied with.
- If **You** or **Your** agent gave any false or misleading information when **You** applied for the **Tenant Reference**.
- Where the **Tenant** received a **Tenant Reference** subject to a **Guarantor** and the **Guarantor** was not correctly assigned to the **Tenancy Agreement**.
- Where **You** are in breach of any rules, regulations or Acts of parliament relating to the **Deposit**.
- In relation to dilapidations by the **Tenant** to the **Insured Property** or it's contents where **You** have a policy of insurance that covers the dilapidations.
- Relating to any occupant of the **Insured Property** over the age of 18, other than the **Tenant**.
- Where **Advisers' Costs** have been incurred as a result of **Your** failure to follow the advice of the **Adviser** or arising from **Your** failure to take any action recommended by Us or the **Adviser** to recover possession of the **Insured Property** as promptly as possible.



# Property Infringement

## What is insured

**Proceedings** for nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to the **Insured Property**.

The nuisance or trespass must have commenced at least 180 days after **You** first purchased this insurance.

## What is not insured

### Claims

- Arising from a dispute relating to a **Tenancy Agreement** or any other lease or licence to occupy property or land.

# Criminal Prosecution

## What is insured

You are covered for **Advisers' Costs** to defend Criminal Prosecutions brought against **You** in relation to the **Insured Property under:**

- The Gas Safety (Installation and Use) Regulations 1994.
- The Furniture and Furnishings (Fire) (Safety) Amendments Regulations 1993.
- The Electrical Equipment (Safety) Regulations 1994 and later amending regulations or their equivalent outside of England and Wales but within the **Territorial Limits**.

**You** must take all reasonable steps to comply with the Regulations and keep evidence of compliance.

## What is not insured

### Claims

- Arising from any activities other than those directly and solely arising from **Your** ownership of the **Insured Property**.
- Arising from **Your** actual dishonest, violent, fraudulent or malicious conduct including the actions of any person employed or subcontracted by **You** or acting under **Your** instruction.
- Arising from **Your** common partnership, trust or committee unless this relates directly and solely to **Your** ownership of the **Insured Property**.
- Arising from non-payment of business rates or debts.
- Arising from criminal activities of **Tenant's**.
- Arising from structural alterations or renovation to the **Insured Property**.
- Arising from the ownership, possession or use of any vehicle.
- Arising from seepage, pollution or contamination of any kind.
- For manslaughter.
- Arising from Health & Safety at Work etc. Act 1974 breaches resulting in prosecution.
- Arising from **Your** Tax, VAT or PAYE contributions or returns.
- Arising from something **You** have done, knowing it to be wrongful or ignoring that possibility.



# Rent Guarantee

## What is insured

You are covered for **Rent** owed by a **Tenant** under a **Tenancy Agreement** in relation to the **Insured Property** up to the **Limit of Indemnity**, where the **Insured Incident** occurs during the **Insured Period** and **You**, where appropriate, are pursuing a claim against the **Tenant** to evict them from the **Insured Property**.

## What is not insured:-

### Claims

- Where any of the relevant terms and conditions have not been met by **You** and/or **You** do not have a valid claim under Tenant Eviction A full month's **Rent** must be in arrears after deduction of the **Policy Excess** before any claim payment will be paid.

## Rent is only payable:-

- a) For up to 6 months and
- b) For arrears occurring during the **Tenancy Period**, and
- c) Whilst the **Tenant** (including any unauthorised occupant) remains in occupation of the **Insured Property** and
- d) Up to the **Limit of Indemnity**.

## Rent Claims Payments

1. **Rent** will be paid monthly in arrears at a rate of 1/30th for each continuous day that it is in arrears.
2. One full month's **Rent** must be in arrears after deduction of the **Policy Excess**.
3. If the **Tenant** is applying for Housing Benefit and has provided their housing benefit application reference number, **Rent** will not be paid until the outcome of the Housing Benefit claim is known. If the **Tenant's** Housing Benefit claim is rejected, **Rent** will be paid under the Insurance backdated to the date that **You** could first claim. There is no cover under the insurance for any shortfall between the amount paid to the **Tenant** as Housing Benefit and the **Rent**. **You** or **Your** managing agent must notify the Benefits Office of their interest.
4. If the **Deposit** is more than the **Policy Excess**, the cover under the insurance 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**.
5. **We**, on behalf of **Underwriters** have the right under subrogation to pursue **Proceedings** against the **Tenant** or any **Guarantor** to recover **Rent** and **Advisers' Costs**.



## Identity Fraud

### What is insured

In respect of **Insured Incidents** arising from **Identity Fraud** **You** are covered for **Advisers' Costs** to defend **Your** legal rights and/or take reasonable steps to remove County Court Judgments against **You** that have been obtained by an organisation that **You** allege to have purchased, hired or leased goods or services from. Cover is only available if **You** deny having entered into the contract and allege that **You** have been the victim of **Identity Fraud**.

### What is not insured

#### Claims

- Where the claim is false or fraudulent.
- Where **You** did not take reasonable precautions against **Identity Fraud** or take action to protect yourself from **Identity Fraud**.
- Where the **Identity Fraud** has been carried out by somebody living with **You**.
- For any losses other than **Advisers' Costs** incurred by **You** as a result of **Identity Fraud**.
- Where the **Insured Incident** began to occur within 30 days of **You** first purchasing this insurance or similar insurance which expired immediately before this insurance began.

## Legal Helpline

Use the 24 hour advisory service for telephone advice on any legal problem of concern to **You** in connection with the **Insured Property**.

Specialist lawyers are at hand to help **You**. If **You** need a lawyer to act for **You** and **Your** problem is covered under this insurance, the advice line will ask **You** to complete a claim form. If **Your** problem is not covered under this insurance, the advice line may be able to offer **You** assistance under a private funding arrangement.

Simply telephone **0844 770 1044** and quote

**"National Landlords Association – Rent Guarantee Insurance"**.

To maintain an accurate record **Your** telephone call may be recorded.



# General Policy Exclusions

## 1. There is no cover:-

- Where the **Insured Incident** occurs within the first 90 days of the **Insured Period** where the **Tenancy Agreement** commenced before the **Insured Period** unless **You** had continuous previous insurance.
- Where **Your** act, omission or delay prejudices **Your** or the **Underwriters'** position in connection with the **Proceedings** or prolongs the length of the claim.
- Arising from a dispute between **You** and **Your** agent or mortgage lender.
- Where the **Insured Incident** began to occur or had occurred before **You** purchased this insurance.
- Where **You** should reasonably have realised when purchasing or renewing this insurance that a claim under this insurance might occur.
- Where **You** fail to give proper information to **Us** or to the **Adviser**.
- Where **Your** act or omission prejudices **Your** or the **Underwriters'** position in connection with the **Proceedings**.
- Where **You** have breached a condition of this insurance.
- Where **Advisers' Costs** have not been agreed in advance or are above those for which **We** have given **Our** prior written approval.
- For any claim which is not submitted to Us within 180 days of the **Insured Incident** occurring other than in relation to sections of cover Tenancy Eviction, Identity Fraud and Rent Guarantee where claims must be submitted within 45 days of the **Insured Incident**.
- For **Advisers' Costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party.
- For damages, interest, fines or costs awarded in criminal courts.
- Where **You** have other legal expenses insurance cover.
- For claims made by or against the National Landlords Association, Hamilton Fraser, the **Underwriters**, the **Adviser** or **Us**.
- For appeals without the prior written consent of **Us**.
- Prior to the issue of court proceedings or unless a conflict of interest arises, for the costs of any legal representative other than those of the **Adviser**.
- Where a reasonable estimate of **Your Advisers' Costs** of acting for **You** is more than the amount in dispute.

## 2. There is no cover for any claim arising from:-

- Works undertaken or to be undertaken by or under the order of any government or public or local authority.
- Planning law.
- The construction of or structural alteration to buildings.
- Defamation or malicious falsehood.
- Divorce, matrimonial matters or proceedings including ancillary relief, parental responsibility and contact, or affiliation.
- Any venture for gain or business project of **Yours** other than in relation to **Your** activities as a Landlord.
- A dispute between persons insured under this policy.
- An application for Judicial Review.
- A novel point of law.

## 3. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.



# General Policy Conditions

## 1. Cancellation

**You** may cancel this insurance at any time by writing to and providing fourteen days written notice to NLA Rental Protection Insurance.

NLA Rental Protection Insurance or the **Underwriter** may cancel the insurance by giving fourteen days' notice in writing to **You** at the address shown on the schedule, unless otherwise a change of address has been notified to NLA Rental Protection Insurance. No refund of premium shall be made.

## 2. Claims

- a) **You** must report claims as soon as reasonably possible within 180 days of the **Insured Incident** other in relation to sections of cover Tenancy Eviction, Identity Fraud and Rent Guarantee where claims must be submitted within 45 days of the **Insured Incident**, by completing and submitting the claim form with all relevant information.
- b) If **Rent** is overdue the **Tenant** and any **Guarantor** must be contacted within seven days to establish the reason for the default. If the **Rent** is not paid within a further seven days the **Tenant** and any **Guarantor** must be contacted again. If the **Tenant/Guarantor** cannot be contacted, and it is lawful to do so, **You** or **Your** agent must serve notice of a requirement to undertake an inspection in accordance with the **Your** rights within the **Tenancy Agreement** and visit the **Insured Property**. **You** should seek legal advice if **You** are unsure that such an inspection is lawful.
- c) **You** and **Your** agent must act promptly to gain vacant possession of the **Insured Property** and recover **Rent** arrears.
- d) In the event of a claim **You** or **Your** agent must prepare a detailed schedule of dilapidations as soon as reasonably possible after the **Tenant** has vacated the **Insured Property**.
- e) **You** and **Your** agent must attend any court hearing in relation to an **Insured Incident** if requested to do so by **Us** or the **Adviser**. Failure to attend will result in all cover under this insurance being withdrawn with immediate effect and no further claim payments being made.
- f) **We** may investigate the claim and take over and conduct the **Proceedings** in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the **Proceedings**.
- g) **We**, on behalf of **Underwriters** have the right under subrogation to pursue **Proceedings** against the **Tenant** or any **Guarantor** to recover **Advisers' Costs**.
- h) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. If Court Proceedings are required and **You** wish to nominate an alternative **Adviser** to act for **You**, **You** may do so. The **Adviser** must:-
  - i.) Confirm in writing that he will enable **You** to comply with **Your** obligations under this insurance.
  - ii.) Agree with **Us** the rate at which his costs will be calculated. If no agreement is reached the Law Society will be asked to nominate an **Adviser** and this nomination shall be binding.
- i) The **Adviser** will:-
  - i.) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
  - ii.) Keep **Us** fully advised of all developments and provide such information as **We** may require.
  - iii.) Keep **Us** regularly advised of **Advisers' Costs** incurred.
  - iv.) Advise **Us** of any offers to settle and payments in to court. If contrary to **Our** advice such offers or payments are not accepted there shall be no



further cover for **Advisers' Costs** unless We agree in **Our** absolute discretion to allow the case to proceed.

- v.) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
- vi.) Attempt recovery of costs from third parties.
- j) In the event of a dispute arising as to **Advisers' Costs** We may require **You** to change **Adviser**.
- k) **Underwriters** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are reasonable prospects of success.
- l) **You** shall supply all information requested by the Adviser and **Us**.
- m) **You** are liable for any **Advisers' Costs** if You withdraw from the **Proceedings** without **Our** prior consent. Any costs already paid by **Us** will be reimbursed by **You**.
- n) Any monies recovered from the **Tenant** or **Guarantor** will be retained by **Us** to pay for any **Advisers' Costs** or **Rent** that has been paid by **Underwriters** under this insurance.

### 3. Disputes

Any dispute between **You** and **Us** may, where **We** both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

### 4. Reasonable Prospects

At any time **We**, on behalf of the **Underwriters**, may form the view that **You** do not have a reasonable prospect of success in the action **You** are proposing to take or are taking. If so, We may decline support or any further support. In forming this view **We** may take into account:-

- a) The amount of money at stake.
- b) The fact that a reasonable person without legal costs insurance would not wish to pursue the matter.
- c) The prospects of winning the case.
- d) The prospects of being able to enforce a judgment.
- e) The fact that **Your** interests could be better achieved in another way.

### 5. English Law

This contract is governed by English Law.

### 6. Language

The language for contractual terms and communication will be English.



## How to Make a Claim

Claims must be notified to the Claims Line within 180 days of the **Insured Incident** other in relation to sections of cover Tenancy Eviction, Identity Fraud and Rent Guarantee where claims must be submitted within 45 days of the **Insured Incident**.

Failure to notify the claim within this time will invalidate the insurance cover.

This insurance only covers legal fees incurred by **Our** panel solicitor or their agents appointed by **Us** until court proceedings are issued. If court proceedings are issued or a conflict of interest arises, **You** may nominate another solicitor to act for **You**.

As soon as **You** have a legal problem that **You** may require assistance with under this insurance **You** should telephone the legal advice line.

In general terms, **You** are required to immediately notify **Us** of any potential claim or circumstances which may give rise to a claim. If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, **You** should contact the legal advice line for assistance.

If **Rent** is overdue the **Tenant** and any **Guarantor** must be contacted within seven days to establish the reason for the arrears. If the **Rent** is not paid within a further seven days the **Tenant** and any **Guarantor** must be contacted again. If the **Tenant** cannot be contacted, and it is lawful to do so, **You** or **Your** agent must serve notice of a requirement to undertake an inspection in accordance with **Your** obligations within the **Tenancy Agreement** and then visit the **Insured Property**. **You** or **Your** agent should seek legal advice if **You** are unsure that such an inspection is lawful.

### Claims Line

**You** should telephone **0844 770 1044** and quote "**Total Rent Guarantee Insurance**".

A claim form will be sent out by e-mail, fax or post within 24-hours. The claim form is required to be completed and returned along with supporting documentation within five days of it being received. To maintain an accurate record, **Your** telephone call may be recorded.

Claim forms can also be obtained from:-  
<http://www.arclegal.co.uk/informationcentre/index.php>

### What happens next:

The claim will be assessed and if accepted and deemed appropriate, an **Enquiry Agent** will visit the **Tenant** and any **Guarantor**. If the **Enquiry Agent** is unable to reach an agreement with the **Tenant/Guarantor** to remedy his failure to perform his obligations under the **Tenancy Agreement**, **Our** panel solicitors or their agents will be appointed to act for **You**.

Any **Rent** arrears covered under the insurance will generally be paid within 21 days from the end of the rental month they became due. **You** may be required to complete a continuation claim form before each **Rent** claim payment is made.

**You** or **Your** agent must give all information requested by **Us** or the **Adviser** within five days of receiving the request for that information.

**You** or **Your** agent must attend any court hearing if requested by the **Adviser**.

This claims procedure should be read in conjunction with the main terms and conditions of the insurance.



# Customer Services Information

## Data Protection Act

**Your** details and details of **Your** insurance cover and claims will be held by **Us** and or the **Underwriters** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

## Customer Service

Our aim is to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right promptly. If **You** are unhappy with the service that has been provided **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint.

Within four weeks **You** will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within eight weeks **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided. After eight weeks, if **You** are not satisfied with the delay **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** cannot settle **Your** complaint with **Us**.

## Our contact details are:

Arc Legal Assistance Ltd, PO Box 8921, Colchester, CO4 5YD  
Tel: 0844 770 9000 Email: enquiries@arclegal.co.uk

## The Financial Ombudsman Service contact details are:

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR  
Tel: 0800 023 4567 Email: complaint.info@financial-ombudsman.org.uk

## Compensation

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

## Authorisation

Inter Partner Assistance (IPA) is a branch of Inter Partner Assistance SA (IPA SA) based in Belgium. IPA SA is authorised by the l'Autorité des Services et Marchés Financiers in Belgium (their regulatory arm) and regulated by the Financial Conduct Authority here in the UK. Their FCA Register number is 202664. Their regulative activities are Miscellaneous Financial Loss, Legal Expenses and Assistance.

IPA is a member of the Association of British Insurers.

## IPA address details are:

Inter Partner Assistance, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR

Registered No: FC008998

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Our FCA Register number is 305958. Our permitted business is arranging with a view to transactions in non-investment insurance contracts, arranging (bringing about) non-investment insurance contracts, advising on non-investment insurance contracts, dealing as an agent in non-investment insurance contracts and assisting in the administration and performance of non-investment insurance contracts. You can check this on the FCA's register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0300 500 8082.





**totalrent**  
guarantee insurance



**totalallandlord**  
insurance

**Total Landlord Insurance**

Premiere House  
1st Floor  
Elstree Way  
Borehamwood  
WD6 1JH

**Telephone:** 0800 63 43 880

**Fax:** 0345 310 6301

**Email:** [rentguarantee@totalallandlordinsurance.co.uk](mailto:rentguarantee@totalallandlordinsurance.co.uk)

[www.totalallandlordinsurance.co.uk](http://www.totalallandlordinsurance.co.uk)

It's good to know that you've made the right choice.

Total Landlord Insurance is a trading name of HFIS plc.  
HFIS plc is authorised and regulated by the Financial  
Conduct Authority.

**Registered Office:**

Lumiere House, Suite 1-3, 1st Floor, Elstree Way,  
Borehamwood, WD6 1JH

Registered in England: 3252806

Version 4 | June 2015