



totalrent
guarantee insurance

summary of cover

Landlord’s Rent Guarantee and Legal Costs Insurance Summary of Cover

Some important facts about your Total Rent Guarantee Insurance Policy are summarised below. This summary does not describe all the terms and conditions of your policy, so please take time to read the policy document to make sure you understand the cover it provides.

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

This insurance covers the legal costs incurred by our panel solicitors, or their agents appointed by us to act for you. You are not covered for any other legal representatives’ costs unless court proceedings are started or a conflict of interest arises.

Significant Features And Benefits	Significant Exclusions Or Limitations
Tenancy Eviction	
<p>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.</p> <p>Limit: Up to £50,000 of advisers’ costs per claim.</p>	<p>At least £250 inc. VAT must be in dispute.</p> <p>The tenant must have passed a tenant reference obtained from a licensed credit referencing company as defined in the policy wording and all conditions of that reference must have been complied with.</p> <p>You must have entered into an Assured Shorthold Tenancy, Company Let or a written common law residential tenancy agreement with the tenant.</p> <p>There is no cover for disputes with any persons other than the tenant(s) or guarantor named in the tenancy agreement.</p> <p>There is no cover for claims: -</p> <ul style="list-style-type: none"> • which are not reported to us within 45 days of the tenant defaulting on the terms of the tenancy agreement. • which occur within the first 90 days of the insured period where the tenancy agreement commenced before the insured period unless you had continuous previous insurance.



	<ul style="list-style-type: none"> • where the tenancy agreement commences more than 31 days after the tenant reference. • arising from or connected to your performance of your obligations under the tenancy agreement. • arising from dilapidations unless the missing or damaged items were contained within a dilapidations inventory. • falling within the jurisdiction of the Rent Assessment Committee, the Lands Tribunal or the Leasehold Valuation Tribunal. • relating to the payment or non payment of service charges as defined within the Landlord and Tenant Act 1985 (as amended). • where there are insufficient prospects of success in the proceedings due to the terms of the tenancy agreement being unenforceable. • if all necessary statutory pre-grant notices to the tenant were not issued or the first month's rent and the deposit (held in accordance with Section 213 of the Housing Act 2004) has not been received in cash or cleared funds prior to the tenant entering the property. • arising from a dispute between you & your agent or mortgage lender. • where the tenancy or any guarantor agreement or any notices issued to the tenant(s) are unenforceable or fail to comply with any relevant legislation.
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Property Infringement	
<p>Proceedings for nuisance or trespass against the person or organisation infringing your legal rights in relation to the insured property. Limit: Up to £50,000 of advisers' costs per claim.</p>	<p>The nuisance or trespass must have commenced at least 180 days after you first purchased this insurance.</p> <p>There is no cover for claims arising from a dispute relating to a tenancy agreement or any other lease or licence to occupy property or land.</p>



Criminal Prosecution	
<p>Legal costs to defend criminal prosecutions brought against you in relation to the insured property under: i.) The Gas Safety (Installation & Use) Regulations 1994.</p> <p>ii.) The Furniture and Furnishings (Fire) (Safety) Amendments Regulations 1993.</p> <p>iii.) The Electrical Equipment (Safety) Regulations 1994 and later amending regulations or their equivalent outside of England and Wales but within the territorial limits.</p> <p>Limit: Up to £50,000 of advisers' costs per claim.</p>	<p>You must take all reasonable steps to comply with the Regulations and keep evidence of compliance. There is no cover for claims: -</p> <ul style="list-style-type: none"> • 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 non-payment of business rates or debts. • arising from criminal activities of tenant's.
Identity Fraud	
<p>Legal 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.</p> <p>Limit: Up to £10,000 of advisers' costs per claim.</p>	<p>Cover is only available if you deny having entered into the contract and allege that you have been the victim of identity fraud.</p> <p>There is no cover for claims: -</p> <ul style="list-style-type: none"> • 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. • 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.



Rent Guarantee	
<p>Rent arrears owed by the tenant under the tenancy agreement and where appropriate, you are pursuing proceedings under this insurance to evict the tenant. Rent Guarantee Limit:</p> <p>The monthly rent shown in the tenancy agreement and the insurance schedule up to a maximum of £2500 per month. The maximum rent payable per claim is £15,000 or the equivalent of six months' rent, whichever is the lesser amount.</p>	<p>There is no cover if any of the significant exclusions or limitations listed under the 'Tenancy Eviction' section apply.</p> <p>An excess equivalent to one month's rent will apply where a tenant reference has been obtained or, 50% of one month's rent where an where a Totaltenant referencing comprehensive tenant reference has been obtained.</p> <p>Rent is only payable: -</p> <ul style="list-style-type: none"> a) For up to 6 month's 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. <p>A full month's rent must be in arrears after deduction of the excess.</p> <p>Rent will be paid in accordance with the above and monthly in arrears at a rate of 1/30th for each continuous day that it is in arrears.</p> <p>If the deposit is more than the 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, the balance of the deposit will then be paid.</p>



Cancellation rights (cooling off period)

Within 14 days of receipt of insurance documentation you may cancel this policy if it does not meet your needs. Subject to Total Rent Guarantee Insurance receiving your written advice of this, they will issue a full return of premium, the policy will be regarded as not having been taken up by you and will be cancelled from inception.

To make a claim

Claims must be reported to the claims line 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. Failure to notify the claim within this time will invalidate the insurance cover. Telephone the claims advice line on 0344 770 1044 and quote "National Landlords Association – Rental Protection Insurance".

Our contact details are:

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD
Tel 0344 770 9000
Email enquiries@arclegal.co.uk

Compensation

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





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totallandlord[®]
insurance

Total Landlord Insurance

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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:

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