

Policy Terms & Conditions

RENTGUARD
INSURANCE



REFERENCE PLUS

Tenant Referencing, Legal Expenses
& Rent Guarantee Insurance for Agents

Further Identification Documentation Required
for Credit Checks

AGENT LEGAL EXPENSES AND RENT PROTECTION INSURANCE

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

Insurance Certificates are processed and issued by **Rentguard** a trading style of RGA Underwriting Ltd authorised and regulated by the Financial Conduct Authority.

This can be checked on the FCA website at www.fca.org.uk/register or by contacting them on 0800 111 6768.

In the event of a valid claim under this insurance, **Arc Legal** will appoint their panel solicitors, or their agents, to handle the 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 **Arc Legal** within 45 days of the **insured incident**. Notification will only be deemed to have been made upon receipt by **Arc Legal** 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 within the **territorial limits**
and
- c) **You** are acting in your capacity as a letting agent.

DEFINITIONS

Wherever the following words and phrases appear in the Policy they will always have these meanings. To help identify these words they will appear in bold in the policy wording.

Adviser

Arc Legal's panel solicitors, their agents, or other appropriately qualified person, firm or company appointed by **Arc Legal** to act for **you**.

Advisers' Costs

Reasonable legal fees incurred by the **adviser** up to the hourly rate shown in **Arc Legal's** fee scale ruling at the time the **adviser** is instructed and disbursements essential to the case. Legal costs shall be assessed on the standard basis and third party's costs shall be covered if awarded against **you** and paid on the standard basis of assessment.

Arc Legal

Arc Legal Assistance Limited who administer claims under this insurance on behalf of the **Underwriters**.

Deposit

The sum of money collected from the **tenant** in accordance with Section 213 of the Housing Act 2004 (and any amending legislation) in respect of a **tenancy agreement** to which it applies and held by **you** or **the landlord** as an indemnity for losses incurred by **the landlord** arising from the **tenant** failing to perform his obligations as set out in the **tenancy agreement**. A minimum amount equal to one month's **rent** must be retained as the **deposit**.

Dilapidations Inventory

A full and detailed inventory of the contents and their condition within the **insured property** which has been signed by the **tenant**.

Guarantor

The individual or organisation assigned to the **tenancy agreement** that has received a **tenant reference** and provided a signed financial guarantee of the **tenant's** performance of his obligations under the **tenancy agreement**.

Insured Incident

The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one **insured incident** shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.

Insured Period

The period of insurance shown in the insurance certificate.

Insured Property

The insured property shown in the Insurance schedule and the **tenancy agreement** and declared to **Underwriters**.

Limit of Indemnity

The maximum payable in respect of an **insured incident**.

Tenancy Eviction: £25,000 any one claim.

Rent Protection: £2500 per month up to a maximum of £15,000 or for up to 6 months, whichever is equal to the lesser amount.

Policy Excess

The amount that **you** are required to pay towards any claim.

Tenancy Eviction: Nil

Rent protection: An amount equal to one month's **rent**. Unless otherwise noted on the policy certificate and statement of fact that no excess applies to the policy.

Proceedings

The pursuit of civil legal cases for damages or injunctions.

Property Management Agreement

A written agreement entered into before the start of the **insured period** between **you** and **the landlord** setting out that it is **your** responsibility to collect the **rent** and gain vacant possession of the **insured property** at the end of the period of the **tenancy agreement** or for any other lawful reason.

Rent

The monthly amount payable by the **tenant** to **the landlord** as set out in the **tenancy agreement** as **rent**.

Rentguard

Rentguard is a trading style of RGA Underwriting Ltd who have arranged this Insurance on behalf of IPA, and who are located at Grove House, 551, London Road, Isleworth, Middlesex, TW7 4DS

Tenancy Agreement

A **tenancy agreement** between **the landlord** and the **tenant** (up to a maximum of 5 **tenants** per **tenancy agreement**) in relation to the **insured property** which is:

- (a) 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 **territorial limits**, or
- (b) a Company Residential Tenancy (Company Let) created after 28th February 1997 where the **tenant** is a public limited company (plc) or limited company (Ltd) or its equivalent outside of England and Wales but within the **territorial limits** and the **insured property** is let purely for residential purposes, or
- (c) a written common law residential tenancy agreement created after 28th February 1997 between individuals where the **rent** is in excess of £100,000 per annum or its equivalent outside of England and Wales but within the **territorial limits**, and which is: -
 - i) Appropriate for the tenancy; and
 - ii) Where relevant, signed and independently witnessed by **the landlord**, the **tenant(s)** and if required as a condition of the **tenant reference**, the **guarantor**; and
 - iii) Free from any unreasonably restrictive covenants

The initial **tenancy agreement** must be for a fixed term of no more than 12 months.

Tenancy Period

The period of the tenancy unless notice to terminate the tenancy was issued by **the landlord** or **tenant(s)** prior to any breach of the terms of the **tenancy agreement** by the **tenant**, in which case the **tenancy period** will end at expiry of such notice.

Tenant (s)

The occupier of the **insured property** named in the **tenancy agreement** as the **tenant** who has met the requirements under the **tenant reference**.

Tenant Reference

A credit check against the **tenant** and any **guarantor** obtained from Rentguard tenant referencing 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 (passport, driving licence). Or a Full Profile Rentguard reference where the Tenant and Guarantor are deemed suitable to undertake the Tenancy agreement.

Territorial Limits

England, Scotland & Wales.

The Landlord

The individual or organisation defined in the **tenancy agreement** as the 'Landlord' and who has entered into a **property management agreement** with **you** in respect of the **insured property**.

Underwriters

Inter Partner Assistance SA who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.

You / Your

The letting agent specified in the insurance schedule and who has paid the premium and been declared to **Underwriters**.

COVER

Tenancy Eviction

What is insured

You are covered for **advisers' costs** to pursue eviction **proceedings** against a **tenant(s)** or **guarantor** to recover possession of the **insured property** for:

- The non payment of **rent** and/or
- Where the **tenant** fails to perform his obligations as set out in the **tenancy agreement** relating to the rightful occupation of the **insured property**

What is not insured:

Claims

- Where **you** or **the landlord** fail to provide evidence that a **tenant reference** was successfully completed, by Rentguard tenant referencing prior to the start of the **tenancy agreement** and/or the **insured period**
- Arising from or connected to **the landlords** or **your** performance of obligations set out in the **tenancy agreement** or where there are insufficient prospects of success in the **proceedings** due to the terms of the **tenancy agreement** being unenforceable
- 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(s)** 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 the **property management agreement** has not been signed by all parties
- 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 **the landlord** gave any false or misleading information when the **tenant reference** was applied for
- Where the **tenant** received a **tenant reference** subject to a **guarantor** and the **guarantor** was not correctly assigned to the **tenancy agreement**
- Where **you** or **the landlord** are in breach of any rules, regulations or Acts of Parliament relating to the **deposit**
- Relating to any occupant of the **insured property** over the age of 18, other than the **tenant(s)**
- 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 **Arc Legal** or the **adviser** to recover possession of the **insured property** as promptly as possible

Rent Protection

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** or **the landlord** and/or **you** do not have a valid claim under Tenant Eviction

A full month's **rent** must be in arrears after deduction of any applicable **policy excess** before any claim payment will be paid.

Rent is only payable:

- a) During the **insured period** and
- b) For up to 6 month's or
- c) For arrears occurring during the **tenancy period**, whichever is the lesser and
- d) Whilst the **tenant** (including any unauthorised occupant) remains in occupation of the **insured property** and
- e) 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.
One full month's **rent** must be in arrears after deduction of any applicable **policy excess**.
2. 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 **the landlord** must notify the Benefits Office of their interest.
3. 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**.
4. **Arc Legal**, on behalf of **Underwriters** have the right under subrogation to pursue **proceedings** against the **tenant** or any **guarantor** to recover **rent** and **advisers' costs**.

GENERAL 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 **you** or **the landlords** act, omission or delay prejudices **your, the landlord** or the **Underwriters'** position in connection with the **proceedings** or prolongs the length of the claim
- Arising from a dispute between **you** and **the landlord**
- Where the **insured incident** began to occur or had occurred before **you** purchased or renewed 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 **Arc Legal** or to the **adviser**
- Where **you** have breached a condition of this insurance
- Where **advisers' costs** have not been agreed in advance or are above those for which **Arc Legal** have given their prior written approval
- For any claim which is not submitted to **Arc Legal** 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** or **the landlord** have other legal expenses insurance cover
- For claims made by or against **Rentguard**, the **Underwriters**, the **adviser** or **Arc Legal**
- For appeals without **Arc Legal's** prior written consent
- 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
- Where the claim is false, fraudulent or arises from **your** or **the landlord's** criminal act or omission

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 letting agent
- 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.

CONDITIONS

1. Cancellation

You may cancel this insurance at any time by writing to and providing fourteen days written notice to **Rentguard**. Cancellation of your policy within 14 days, from inception, is therefore subject to a full refund.

Rentguard 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 **Rentguard**.

No refund of premium shall be made after 14 days.

2. Claims

- a) **You** must report claims as soon as reasonably possible, but in any event 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** must serve notice of a requirement to undertake an inspection in accordance with the **landlords** 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** must act promptly to gain vacant possession of the **insured property** and recover **rent** arrears.
- d) In the event of a claim **you** must prepare a detailed schedule of dilapidations as soon as reasonably possible after the **tenant** has vacated the **insured property**.
- e) **You** must attend any court hearing in relation to an **insured incident** if requested to do so by **Arc Legal** 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) **Arc Legal** may investigate the claim and take over and conduct the **proceedings** in **your** name. Subject to **your** consent which shall not be unreasonably withheld **Arc Legal** may reach a settlement of the **proceedings**.
- g) **Arc Legal**, 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 **Arc Legal** 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 represent **you** in accordance with **Arc Legal's** standard conditions of appointment available on request.
- i) The **adviser** will:
 - i.) Provide a detailed view of **your** prospects of success including the prospects of enforcing any judgment obtained.
 - ii.) Keep **Arc Legal** fully advised of all developments and provide such information as **Arc Legal** may require.
 - iii) Keep **Arc Legal** regularly advised of **advisers' costs** incurred.
 - iv) Advise **Arc Legal** of any offers to settle and payments in to court. If contrary to **Arc Legal's** advice such offers or payments are not accepted there shall be no further cover for **advisers' costs** unless **Arc Legal** agree in their absolute discretion to allow the case to proceed.
 - v) Submit bills for assessment or certification by the appropriate body if requested by **Arc Legal**.
 - vi) Attempt recovery of costs from third parties.
- j) In the event of a dispute arising as to **advisers' costs** **Arc Legal** may require **you** to change **adviser**.
- k) **Underwriters** shall only be liable for costs for work expressly authorised by **Arc Legal** in writing and undertaken while there are reasonable prospects of success.
- l) **You** shall supply all information requested by the **adviser** and **Arc Legal**.
- m) **You** are liable for any **advisers' costs** if **you** withdraw from the **proceedings** without **Arc Legal's** prior consent. Any costs already paid by **Arc Legal** will be reimbursed by **you**.
- n) Any monies recovered from the **tenant** or **guarantor** will be retained by **Arc Legal** to pay for any **advisers' costs** or **rent** that has been paid by **Underwriters** under this insurance.

3. Disputes

Any dispute between **you** and **Arc Legal** may, where 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. Renewal Tenant Reference

If the **Tenant(s)** circumstances have changed from those provided at the start of the **tenancy agreement** and when the initial **tenant reference** was completed, or there has been a breach of the **tenancy agreement** by the **tenant(s)**, then **you** must complete a new **tenant reference** on the **tenant(s)** and **guarantor**.

5. Reasonable Prospects

At any time **Arc Legal**, 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, **Arc Legal** may decline support or any further support. In forming this view **Arc Legal** 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

6. English Law

This contract is governed by English Law.

7. Language

The language for contractual terms and communication will be English.

CUSTOMER SERVICES INFORMATION

How to make a claim

Claims must be notified to the Claims Line 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 **Arc Legal's** panel solicitor or their agents appointed by **Arc Legal** 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**.

In general terms, **you** are required to immediately notify **Arc Legal** 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 Claims 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** must serve notice of a requirement to undertake an inspection in accordance with the terms of the **tenancy agreement** and then visit the **insured property**. **You** should seek legal advice if **you** are unsure that such an inspection is lawful.

Claims Line

You should telephone **0844 770 1079** and quote "**Rentguard**".

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, Arc Legal's** 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 must give all information requested by **Arc Legal** or the **adviser** within five days of receiving the request for that information.

You 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.

Data Protection Act

Your details and details of **your** insurance cover and claims will be held by **Arc Legal** 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 **Arc Legal** make a mistake, **Arc Legal** will try to put it right promptly. If **you** are unhappy with the service that has been provided **you** should contact **Arc Legal** at the address below. **Arc Legal** will always confirm to **you**, within five working days, that **Arc Legal** 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 **Arc Legal**.

Our contact details are:

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

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Tel 08000 234 567
Email consumerhelp@fsa.gov.uk

Compensation

Arc Legal are covered by the Financial Services 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 <http://www.fscs.org.uk/>

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 or by contacting the Financial Conduct Authority on 0800 111 6768.

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ('IPA'). IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services Register under number 202664. This can be checked by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

IPA address details are:

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

Rentguard Insurance is specifically designed to meet the growing demands of landlords and tenants in the residential & commercial lettings market.

Ask about our full range of Rentguard products & services:

RESIDENTIAL LANDLORD INSURANCE
OWNER OCCUPIER INSURANCE
BUILDINGS & CONTENTS INSURANCE
COMMERCIAL PROPERTY INSURANCE

TENANTS CONTENTS INSURANCE
TENANT REFERENCING SERVICES
LEGAL EXPENSES & RENT GUARANTEE
REFERENCE PLUS

Rentguard is a trading style of RGA Underwriting Ltd, authorised and regulated by the Financial Conduct Authority no. 308993

