

# RENT PROTECTION WITH TENANT EVICTION

## INSURANCE PRODUCT INFORMATION DOCUMENT

### Company: Arc Legal Assistance Ltd

Arc Legal Assistance Ltd ('Arc Legal') are authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958.

### Product: Paymentshield

### Rent Protection with Tenant Eviction

This document provides a summary of the key information relating to this insurance policy. Complete pre-contractual and contractual information on the product is provided in the full policy documentation.

## What is this type of insurance?

This Rent Protection and Tenant Eviction insurance provides cover for the company, firm, partnership, management agent, association or individual which owns or is responsible for a let property and covers the cost of legal expenses that are incurred when evicting a tenant as a result of a breach of tenancy, as well as any unpaid rental payments. This product can be taken in conjunction with your Paymentshield Landlords Insurance policy.



### What is insured?

- ✓ Cover for rent arrears due from the tenant, where you are pursuing a claim under tenant eviction, up to the maximum amount set out in your policy certificate
- ✓ Tenant Eviction cover, for legal costs incurred in evicting the tenant from the property, including any costs incurred in defending you against a counter claim from the tenant claiming that you have not met your obligations as per the tenancy agreement, up to the limit set out in your policy certificate. (If you have also opted to include Landlords Legal Expenses cover with your Paymentshield Landlords Insurance policy the maximum the policy will pay for tenant eviction combined is the legal costs limit)
- ✓ Unless you choose otherwise, we will issue the relevant eviction notices on your behalf



### What is not insured?

- ✗ Any dispute arising within the first 60 days of the period of insurance if the tenancy agreement commenced before the inception date of this policy, unless it can be evidenced that you previously held comparable Rent Protection cover with another insurer immediately prior to inception of this policy
- ✗ Any claim not submitted to us within 45 days of the date of event
- ✗ Any claim where rent is not a full month in arrears
- ✗ The pursuit of the tenant or guarantor for rent arrears and/or mesne profits once vacant possession of the property has been achieved



### Are there any restrictions on cover?

- ! Attempts to achieve a compromise with the tenant must be made. If unsuccessful, you must agree to enter into our mediation service
- ! If you choose to issue the statutory and contractual notices without assistance from us we will not cover any additional loss of rent or any associated costs as a result of your failure in issuing the notices correctly
- ! If the tenant opts to claim housing benefit after a claim is initiated, rent arrears 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 policy backdated to the date that a payment was first due under the policy



### Where am I covered?

- ✓ The United Kingdom



## What are my obligations?

- You must provide full and accurate information to all questions asked. Your answers must be true to the best of your knowledge and belief
- Contact must be made with the tenant and any guarantor within seven days if any rent is overdue to establish the reason for the arrears
- A tenant reference must be carried out before the commencement of the tenancy agreement or before start date of this policy, whichever is the later and must include:
  - A credit check obtained from a licensed credit referencing company showing no County Court Judgements in the immediate preceding three years, no outstanding County Court Judgements and no undischarged bankruptcies.
  - Copies of two forms of acceptable identification, one of which must be photographic.
  - Affordability checks must be carried out on all tenants by the purchaser or a licensed referencing company, which confirms that the tenants have the reasonable means to pay the rent, i.e. that their income, or combined income for tenancies with multiple tenants, is sufficient to pay the agreed rent in full

Where the tenant has failed to meet the requirements of the credit check a guarantor must be sought who must meet the above requirements

Where the tenant is a company, a company reference must be carried out showing no CCJ's and the agreed rent must not be greater than 85% of the company's credit limit

- You must take all reasonable measures to minimise the amount of time between obtaining vacant possession and re-letting the property
- You or your agent must not allow the tenant into possession of the property until the first month's rent has been received in cash or cleared funds
- Please do not appoint your own representative before we have accepted your claim. If you do so, we will not be liable for any costs incurred before we have agreed to them, even if we subsequently accept your claim



## When and how do I pay?

The full amount to pay for your policy will be shown on your policy documents. You can pay for your policy by credit card, debit card or annual or monthly Direct Debit. Please refer to your policy documentation for your chosen payment method.



## When does the cover start and end?

The dates of cover will be specified in the policy documentation.



## How do I cancel the contract?

- You can cancel your policy at any time by calling the policy administrator, Paymentsshield, on the number shown in the policy documentation or by writing to them at the address shown
- If having taken out a policy and after examining it, you decide not to continue with it you have a statutory right to cancel. During this cooling off period, which is detailed in your policy documentation, you can cancel the policy back to the start date without charge and with a full refund of any premiums already paid, unless you have made a claim during this period