

**RENT PROTECTION
WITH TENANT
EVICTION
INSURANCE**

PAYMENTSHIELD CONTACT INFORMATION

This policy is administered by Paymentsshield who can be contacted on the following details:



0345 601 1050



enquiries@paymentsshield.co.uk



Paymentsshield Limited, PO Box 229,
Southport, PR9 9WU

This Rent Protection with Tenant Eviction Insurance policy is administered by Paymentsshield, arranged on your behalf by Arc Legal Assistance Ltd.

Paymentsshield Limited (registered number 02728936) is a company registered in England and Wales at Paymentsshield House, Southport Business Park, Wight Moss Way, Southport, PR8 4HQ. Authorised and regulated by the Financial Conduct Authority under Registration No. 312708.

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

All of this information can be checked on the Financial Services Register by visiting www.fca.org.uk/register or by telephoning 0800 111 6768.

Hello

Please read this booklet carefully alongside your policy documents, to ensure that the cover provided meets your needs and expectations.

This *Policy Booklet* is also available in Braille and large print.



CONTENTS

Who does this policy cover	page 5
Some key requirements to be aware of	page 5
Important information	page 5
General definitions	page 6
How to make a claim	page 9
Legal advice helpline	page 9
Cover section 1 - rent protection	page 10
Cover section 2 - tenant eviction	page 11
General conditions	page 12
General exclusions	page 16
How to make a complaint	page 18
Choice of law and jurisdiction	page 19
Contracts (Rights of Third Parties) Act 1999	page 19
Financial Services Compensation Scheme	page 19
Use of language	page 19
Our regulator and the insurer	page 20
Fair processing notice	page 20

Need TO FIND SOMETHING QUICKLY...?

Q How much cover do I have?

A Please see your *policy certificate*

Q What number do I call if I need legal advice?

A Call 0344 770 1044 and quote your policy reference number

Q Can I make a claim online?

A Yes you can. The web address can be found on page 9, along with the claims team telephone number

POLICY WORDING

This policy wording is a contract between **you** and the **insurer**.

WHO DOES THIS POLICY COVER?

This policy covers the individual, company, firm, partnership, management agent, association, or any other entity which owns or is responsible for the **property** shown on the **policy certificate**.

SOME KEY REQUIREMENTS TO BE MADE AWARE OF

- All **claims** should be reported as soon as possible, however **your claim** must be submitted no later than 45 days after the **date of event** and within the **period of insurance**
- 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
- 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**
- Where appropriate, all statutory and contractual notices must be correctly served upon the **tenant** and **you** should call the Legal Advice Helpline on 0344 770 1044 for advice before taking any action to evict a **tenant**
- The **property** must only be used for residential purposes
- A satisfactory **tenant reference** must have been carried out on each **tenant** or **guarantor** before the start of the **tenancy agreement** or policy, whichever is the later
- A **tenancy agreement** must be in place for the duration of this policy

IMPORTANT INFORMATION

If any of the information provided is incorrect or changes during the term of **your** policy, it will need to be updated to ensure that **your** cover remains fully effective and in force. Please contact the **administrator** to do this.

Your responsibility

You must take reasonable care to:

- a. supply accurate and complete answers to all the questions **we**, the **administrator** or the sales agent 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 the **administrator** of any changes to the answers **you** have given as soon as possible.

You must take reasonable care to provide information that is accurate and give complete answers to the questions the **administrator** or sales agent ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not accurate and complete, this may mean **your** policy is invalid and that it does not operate in the event of a **claim** or **we** may not pay any **claim** in full.

If **you** become aware that information **you** have given to the **administrator** or sales agent is inaccurate or has changed, **you** must inform them as soon as possible.

GENERAL DEFINITIONS

The words and phrases listed below will have the same meanings wherever they appear in this policy. These words and phrases can be identified in **bold** throughout the policy.

Administrator	The company outlined on page 2 of this <i>policy booklet</i> .
Appointed representative	A consultant, solicitor, barrister or other appropriately qualified person appointed to act for you in accordance with the terms of this policy.
Benefit(s)	Any housing benefits claimed by the tenant(s) , such as Housing Benefit or Universal Credit.
Claim(s)	A claim under this policy following an insured event which occurs during the period of insurance and within the territorial limits .
Civil proceedings	Civil court, civil tribunal or civil arbitration proceedings, which are subject to the jurisdiction of the courts of the United Kingdom.
Date of event	The date of any event which may lead to a claim ; where this is more than one such event, the date of the first of these.
Defence costs	Costs incurred in defending you against a counter claim brought by your tenant alleging that you have not met your obligations as per the tenancy agreement .
Deposit	The sum of money agreed between the tenant and you either; a. collected from the tenant and held by you or your agent in accordance with any relevant legislation in respect of a tenancy agreement to which it applies, to provide an indemnity for losses incurred by you arising from the tenant failing to perform their obligations set out in the tenancy agreement ; or b. is insured under a deposit replacement policy or scheme
Dilapidations	Any repairs required or damage to the property , over and above general wear and tear, for which the tenant is liable in accordance with the tenancy agreement .
Disbursements	Any costs incurred by an appointed representative on behalf of you in respect of services supplied by a third party which may include, for example, barristers' fees (provided that the barrister is not acting under a conditional fee agreement or equivalent arrangement) or expert report fees.
Excess	The amount at the beginning of each and every claim that is not insured, as confirmed on your policy certificate .
Guarantor	The individual or organisation shown in conjunction with the tenancy agreement that has received a satisfactory tenant reference and has provided a financial guarantee of the tenant's performance of their obligations under the tenancy agreement .
Insurer	The Insurer as shown on the PaymentShield website: www.paymentshield.co.uk/underwriters
Inventory	A detailed record of the property's fixtures, fittings and contents and their respective condition.
Legal costs	Any professional legal fees, expenses and other disbursements that you are bound to pay, reasonably incurred by the appointed

representative;

- a. **Disbursements** must be in respect of services provided by a third party received by **you**, distinct from the services supplied by the **appointed representative**. In all cases all professional fees, expenses and **disbursements** and any other costs may only be incurred with **our** prior consent and will not be paid on an interim basis throughout a **claim**; and
- b. Any costs incurred by other parties to the extent that **you** are held liable in court or tribunal proceedings to pay such costs or become liable to pay such costs under a settlement made with another party with the consent of the **insurer** but excluding any costs which **you** may be ordered to pay by a court of criminal jurisdiction or in adjudication proceedings other than the cost of the adjudicator.

Limit of indemnity	The maximum amount payable under this policy, as specified in your policy certificate .
Mediation expenses	The costs of a professional mediation service appointed by us to agree a resolution between the landlord of the property and the tenant and guarantor relating to the tenant's breach of the terms of the tenancy agreement .
Non-panel solicitor	If you decide to appoint a representative of your own choosing, they will be referred to within this policy as a non-panel solicitor. Please refer to the appointed representative condition of this policy found on page 13.
Panel solicitor	A solicitor recommended by us to you in the event of a claim , to act on your behalf and provide assistance.
Part 36 Offer	<p>Any offer made to settle a claim, where blame is accepted or not, made by either party throughout the claim.</p> <p>To be accepted, the offer must:</p> <ul style="list-style-type: none">· Be in writing;· Call itself a Part 36 Offer;· Be open for at least 21 days, when the offer is made or that it will pay the opponent's costs, if accepted;· Specify that it covers the whole claim, part of it, or an issue that arises in it and, if so, which;· Advise whether any counter claim is factored in.
Period of insurance	The period for which this policy is in force as shown in your policy certificate .
Policy certificate	The certificate provided in connection with this policy which outlines the cover provided including reference to the property
Property	Building(s) and land immediately surrounding them which are used solely for domestic residential purposes, and which are declared on the policy certificate and tenancy agreement .
Reasonable prospects	A 51% or greater chance that you will recover losses or damages (or obtain any other legal remedy that we have agreed to, including an enforcement of judgement), make successful defence or make a successful appeal or defence of any appeal in your pursuit of civil proceedings .
Rent	The amount payable by the tenant as set out in the tenancy agreement and shown on your policy certificate .

Tenancy agreement	<p>An agreement to use the property which amounts to a property right between you and the tenant in relation to the property which is:</p> <ul style="list-style-type: none"> a. An Assured Shorthold tenancy agreement as defined within the Housing Act 1998 (as amended); or b. A Company Residential tenancy (company let) created after 28th February 1997 where the tenant is a Private Limited Company (Ltd) or Public Limited Company (Plc) and the property is let purely for residential purposes to an employee of the tenant; or c. A written common law residential tenancy agreement created after 1st October 2010 between individuals where the rent is in excess of £100,000 per annum. d. For tenancies in Scotland, an Short Assured Tenancy or Assured Tenancy as defined in the Housing (Scotland) Act 1988 or a Private Residential tenancy agreement created after the 1st December 2017 as defined within the Private Housing (Tenancies) (Scotland) Act 2016. <p>Please see General Condition 1 on page 12 of this policy for conditions applying to tenancy agreements.</p>
Tenant	<p>The individual, individuals or company who have entered into a tenancy agreement with you, who are the subject of the tenant reference and who occupy the property.</p>
Tenant reference	<p>Checks carried out on the tenant before the commencement of the tenancy agreement or policy, whichever is the later. As a minimum requirement, these checks must include:</p> <ul style="list-style-type: none"> a. 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. b. Copies of two forms of identification, one of which must be photographic. c. Affordability checks must be carried out on the tenant by the purchaser or a licensed referencing company, which confirms that the tenant has 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. <p>Where the tenant has failed to meet the requirements of the credit check a guarantor must be sought who must meet the above requirements.</p> <p>Where the tenant or guarantor is a company, a company reference must be carried out showing no CCJs and the agreed rent must not be greater than 85% of the company's credit limit.</p>
Territorial limits	<p>The United Kingdom.</p>
Us/We/Our	<p>Arc Legal Assistance Ltd</p>
You/Your	<p>The company, management agent, firm, partnership, association, individual or any other entity that has paid the appropriate premium, which owns or is responsible for the property declared on the policy certificate, which may include at your request, any of your employees including a director or partner.</p>

HOW TO MAKE A CLAIM

You must submit **your claim** to **us** within 45 days from the **date of event**, and within the **period of insurance**, giving **us** as much information as **you** can about what has happened to bring about the **claim**.

You can submit **your claim** online at;



<https://claims.arclegal.co.uk>

If **you** are unable to submit **your claim** online, **you** should contact **us** on the telephone number below and **we** will arrange to send a claim form to **you**.



0344 770 9000

We will only be able to review **your claim** once **we** are in receipt of the full documentation and information.

In order to **claim** under this policy **we** will require the following information:

- Completed claim form
- A copy of the **tenancy agreement**;
- A copy of the guarantor agreement (if applicable);
- A copy of the **tenant reference(s)**;
- An up to date rent schedule;
- Copies of any notices and correspondence which has been exchanged including attempts of reaching a compromise with a **tenant** that would alleviate the financial pressure on both parties;
- Confirmation that any **deposit** taken has been properly protected in accordance with the relevant legislation or is insured under a deposit replacement policy or scheme.
- Completed and signed mediation forms provided to **you** at **claim** submission;

In order to progress **your claim**, **we** may require additional documentation to prove **your** landlord requirements have been met and enable eviction of **your tenant**. This may include, but is not limited to:

- A copy of the **inventory** of contents and conditions of the **property**;
- Evidence that the How to Rent guide has been issued to the **tenant** prior to the **tenancy agreement**
- Copies of the Gas Safety Certificate and confirmation this was provided to the **tenant** at the start of the tenancy (where applicable);
- Copies of the EPC and confirmation this was provided to the **tenant** at the start of the tenancy;

LEGAL ADVICE HELPLINE

Available 24 hours a day throughout the year to provide **you** with confidential telephone advice about a legal problem arising from the letting of **your property** in the United Kingdom. A scheduled call back to **you** may be required during normal working hours subject to the complexity of the matter and/or the country in which **you** are resident.



To contact the helpline, phone: **0344 770 1044** and quote **your** policy reference number

SECTION 1 – RENT PROTECTION

RENT PROTECTION COVER

The **insurer** will cover **rent** arrears due from the **tenant** under the **tenancy agreement** which **you** have notified to **us** within the **period of insurance** and where **you** are pursuing a **claim** under Section 2 of this policy, up to the **limit of indemnity**.

VACANT POSSESSION COVER

Your **policy certificate** will confirm the level of vacant possession cover included in **your** policy.

If included, once vacant possession has been obtained following a **tenant** eviction due to the nonpayment of **rent**, **rent** will be payable by the **insurer** until the **property** has been re-let or up to the vacant possession cover limit specified on **your policy certificate**, whichever is sooner.

Once vacant possession has been obtained following a **tenant** eviction due to the non-payment of **rent**, **rent** will be payable by the **insurer** until the **property** has been re-let. This will be payable for up to a maximum of two calendar months from when vacant possession has been gained. The maximum amount payable is 75% of the monthly **rent**.

SECTION 1: CONDITIONS

- a. A full month's **rent** must be in arrears (for example a calendar month from the date due as set out in the **tenancy agreement**);
- b. Where the **deposit** is not covered under a deposit replacement scheme or policy, the **insurer** will deduct any **deposit** paid once vacant possession of the **property** has been obtained from the next available payment, however, if any part of the **deposit** is subsequently required to meet the cost of **dilapidations**, up to the amount of the **deposit** will be returned to **you**;
- c. Where underpayments of **rent** are received, **rent** payments will not be paid until the arrears total the equivalent of one month's **rent**;

- d. After the commencement of a **claim**, if vacant possession is obtained between payment due dates (as set out by the **tenancy agreement**), **claim** payments will be paid on a pro rata basis;
- e. If the **tenant** opts to claim **benefits** after a **claim** is initiated, **rent** arrears will not be paid until the outcome of the **benefit** claim is known. If the **tenant's benefit** claim is rejected, **rent** will be paid, backdated to the point that a payment was first due under the policy.

SECTION 1: EXCLUSIONS

- a. The **insurer** will not pay **claims** under this section until a full month's **rent** has been in arrears;
- b. In the event that the **tenant** makes payments for outstanding **rent** to **you** after **we** have reimbursed **you** under the terms of this policy, **we** will require these payments to be returned to **us**.
- c. The **insurer** will not pay agents' fees or re-letting fees.
- d. The policy **excess**

SECTION 2 - TENANT EVICTION

TENANT EVICTION COVER

In the event that the tenant fails to perform their obligations set out in the **tenancy agreement**, the **insurer** will provide cover in respect of **legal costs**, and **mediation expenses** up to the legal costs limit shown on your **policy certificate**, including **defence costs**, incurred in evicting the **tenant** from the **property**, subject to the conditions and exclusions shown below.

The **tenants** breach of the **tenancy agreement** must occur and be notified to **us** during the **period of insurance**, and within 45 days of it occurring.

Please contact the Legal Advice Helpline on 0344 770 1044 for advice, quoting **your** policy reference number, before taking any action to evict a **tenant**.

We will assist **you** by issuing the appropriate statutory and contractual notices on the **tenant**, on **your** behalf. If **you** choose to issue these notices yourself, 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.

SECTION 2: CONDITIONS

- a. 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;
- b. If the **tenant** or **guarantor** cannot be contacted, and it is lawful to do so, **you** or **your** agent must then serve notice of a requirement to undertake an inspection in accordance with **your** obligations within the **tenancy agreement** and visit the **property**. If **you** or **your** agent are unsure that such an inspection is lawful, **you** should seek legal advice.
- c. Attempts to achieve a compromise with the **tenant** must be made on alternative payment arrangements, and a proof of these attempts will be asked for at a point of **claim**.
- d. If these attempts are unsuccessful, **we** will appoint a professional adjudicator to mediate between **you** and the **tenant**. **You** must agree to enter into mediation

with the **tenant(s)** in the event of a dispute. Failure to agree to mediation proceedings may result in declinature of any claim. The mediation service is included as standard within this policy and the **mediation expenses** associated with this facility are covered under your **legal costs** limit.

SECTION 2: EXCLUSIONS

The **insurer** will not pay any **claim** arising from or associated with:

- a. Any eviction which is not as a direct result of an accepted **claim**;
- b. The pursuit of the **tenant** or **guarantor** for **rent** arrears and/or mesne profits once vacant possession of the **property** has been achieved;
- c. The performance of **your** obligations under the **tenancy agreement** (excluding **defence costs**);
- d. The payment or non-payment of service charges as defined within the Landlord and Tenant Act 1985.

GENERAL CONDITIONS

The following conditions apply to all sections of this policy. **You** must comply with them where applicable in order for **your** insurance to remain in full force and effect.

1. TENANCY AGREEMENT

- a. The initial **tenancy agreement** must be for a fixed period of at least 6 months; except in Scotland where the scope of the **tenancy agreement** falls under the Private Housing (Tenancies) (Scotland) Act 2016.
- b. The **property** must be entirely residential and remain solely for residential use;
- c. The **tenant** must be aged 18 years or over;
- d. **You** or **your** agent must not allow the **tenant** into possession of the **property** until:
 - i. The **tenancy agreement** has been signed by all parties; and
 - ii. A satisfactory **tenant reference** has been obtained before the start of the **tenancy agreement** or policy, whichever is the later; and
 - iii. All necessary statutory pre-grant notices to the **tenant** have been issued; and
 - iv. The first month's **rent** has been received in cash or cleared funds.
- e. During the **tenancy agreement you** or **your** agent must:
 - i. Keep full and up to date rental records; and
 - ii. Not allow the **tenancy agreement** to be transferred to any other individual or organisation. Where a new **tenancy agreement** is taken out mid-term, all policy conditions must be met for cover to continue.

2. CLAIMS

- a. The **claim** or legal proceedings must:
 - i. be able to be dealt with by a court of competent jurisdiction within the **territorial limits**; and
 - ii. in order for **your claim** to be accepted, the **insurer** must deem that there are **reasonable prospects** of success.
- b. **You** must submit **your claim** to **us** within 45 days from the **date of event**; and within the **period of insurance**;
- c. In the event of malicious damage, **you** must give notice to the police as soon as possible after **you** have become aware of it and obtain a valid crime reference;
- d. **You** will take all necessary precautions to reduce the risk of a **claim** and to prevent or minimise **legal costs** wherever possible. **Your** duty to take precautions includes (but is not limited to) ensuring that no action that could bring about a dispute is taken by **you** or any other person associated with **you**;
- e. Authorisation will need to be requested in writing in respect of all **disbursements** before they are incurred;
- f. All **legal costs** are subject to an independent assessment to ensure that they have been incurred reasonably;
- g. **You** must take all steps necessary to assist in the recovery of **legal costs** from a third party where appropriate and where **you** are able to do so;
- h. **You** will not enter or offer to enter into any negotiation to settle the **claim** without **our** prior written approval to do so;
- i. **You** will not unreasonably withhold consent for **your appointed representative** to make an offer to settle the legal action;
- j. If an offer of settlement (which may include a **Part 36 Offer**) is made that the

- insurer** or the **appointed representative** would deem fair and **you** do not accept it, the **insurer** will not be liable for any further costs incurred;
- k. **You** will not withdraw from any legal action without **our** permission to do so;
- l. In some circumstances, where the **insurer** decides it is appropriate, the **insurer** may elect to pay **you** the sum of damages that **you** are seeking and then end or not begin **civil proceedings**, and the **insurer** will not be liable for any further costs incurred;
- m. The **insurer** reserves the right to:
- i. Take over any **claim** or **civil proceedings** at any time and conduct them in **your** name;
 - ii. Negotiate or settle any **claim** or **civil proceedings** on **your** behalf;
 - iii. Contact **you** directly at any point concerning **your claim**.
- n. The **insurer** will only pay **claims** where **you** will suffer financial loss if **you** fail to pursue or defend the **claim** or legal proceedings.
- o. For claims under vacant possession cover, **you** must take all reasonable measures to minimise the amount of time between obtaining vacant possession and re-letting the **property**. For example:
- **You** must arrange for any necessary refurbishment work or cleaning to be undertaken as soon as possible after vacant possession has been obtained; and,
 - **You** must not unduly delay the re-letting of the **property**.
- q. **You** must provide the **tenant** with a closing **inventory** signed by a suitable qualified inventory clerk (for example, an independent inventory clerk or an employee of a letting agent) prior to any dispute occurring; and
- r. **You** must provide written estimates for any damage sustained to the **property** for any replacement or repair work required. This estimate must be agreed and signed off by a suitable qualified inventory clerk.

3. APPOINTED REPRESENTATIVE

- a. When **you** advise **us** of a **claim**, **we** will recommend a **panel solicitor** or representative as **your appointed representative** from **our** panel of representatives to assist **you** and act on **your** behalf. If for any reason **you** are unhappy with **our** choice of **panel solicitor** or **appointed representative**, **we** will recommend another. **You** may appoint **your** own choice of representative; however, **legal costs** will only be covered when it becomes necessary to issue legal proceedings (serving of any notices does not constitute legal proceedings):
- b. If **you** do choose to appoint **your** own choice of representative, this insurance will not cover expenses over and above the costs that **our panel solicitor** would charge **us** in equivalent circumstances. For **your** information, this means that **we** would take into account the seriousness of the **claim** and the location and class of representative that **you** choose. The hourly rate is currently set at £125 + VAT. **We** reserve the right to assess each case on its merits and may agree to pay additional fees if **we** feel the situation warrants it. This will remain entirely at **our** discretion;
- c. The **appointed representative** will have direct contact with **us** and must cooperate fully with **us** at all times. **You** must cooperate with **your** representative, providing all necessary information and assistance to them as required;

Dilapidations

- p. **You** or **your** representative must inspect the **property** before the commencement of the **tenancy agreement** and provide an **inventory** to the **tenant**. The **inventory** must be signed by the **tenant** within 7 days of the commencement of the **tenancy agreement**;

- d. If for any reason **we** feel that **you** own choice of representative lacks the skills to act adequately on **your** behalf, **we** reserve the right to decline to fund **legal costs** on that basis. **We** will give **you** notice of this in writing and the opportunity to appoint an alternative representative;
- e. Any **non-panel solicitor** that **you** appoint must sign **our** standard terms of appointment and adhere to all of its terms. **You** agree to **us** having access to **your appointed representative's** file relating to **your claim**. **You** will be considered to have provided express consent to **us** or **our appointed representative** to access the file for auditing, quality and cost control purposes.

4. CANCELLATION

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please contact the **administrator** within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later. On the condition that no **claims** have been made or are pending, the **administrator** will then refund **your** premium in full.

Please contact the **administrator** if **you** wish to cancel **your** policy after 14 days and **you** will be entitled to a pro-rata return of the premium paid. If **you** have made a **claim** **you** will not be entitled to a refund of premium. If **you** pay by direct debit and want to cancel **your** policy after making a **claim** then **you** will need to pay any outstanding premium.

The **insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance by giving 30 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a. Where the **insurer** reasonably suspects fraud
- b. Non-payment of premium
- c. Threatening and abusive behaviour
- d. Non-compliance with policy terms and conditions

- e. **You** have not taken reasonable care to provide accurate and complete answers to the questions **we**, the **administrator** or **your** sales agent ask.

Where the **insurer's** investigations provide evidence of fraud or misrepresentation, the **insurer** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information. This may result in **your** policy being cancelled from the date **you** originally took it out and the **insurer** will be entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act.

If **your** policy is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with the **insurer**, as well as other insurers, in the future.

5. COUNSEL'S OPINION

Where reasonable and necessary, the **insurer** may obtain at **our** own cost, advice on prospects for **your claim** from an independent barrister. This will be in the event that there is a dispute on the prospects of success for **your claim**, between **your** choice of **appointed representative** and **our panel solicitors**.

6. ARBITRATION CLAUSE

A dispute between **you** and **us** may arise, which may be referred to an arbitrator, who shall be either a solicitor or a barrister who **you** and **we** agree on in writing. If an arbitrator cannot be agreed, then an arbitrator will be appointed by the authorised body identified in the current arbitration legislation. The decision of the arbitration shall be final and binding on both parties and he or she will decide who should pay the costs of the arbitration. If costs are awarded against **you**, they are not covered under this policy. This arbitration condition does not affect **your** rights to take separate legal action.

If a disputed **claim** is not referred to arbitration within 12 months of **your claim** being turned down, **we** will treat the **claim** as abandoned.

7. FRAUDULENT CLAIMS

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a **claim** under the policy, knowing the **claim** to be false or fraudulent in any way;
- makes a **claim** for any loss or damage **you** caused deliberately or with **your** knowledge; or
- If **your claim** is in any way dishonest or exaggerated.

We will not pay any **claim** under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent **claim**. **We** may also take legal action against **you** and inform the appropriate authorities.

8. STATUTORY REGULATIONS

In all matters relating to the performance of this insurance contract, it is the responsibility of both **you** and **us** that we both respectively comply with all Acts of Parliament and with all orders, regulations and bylaws made with statutory authority by Government Departments or by local or other authorities. The cost of meeting the requirements of this clause will be payable by **you** and **us** in our own rights respectively.

9. SEVERABILITY CLAUSE

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability, all other terms will remain in full force and effect.

10. PROPORTIONALITY

Where an award of damages is the only legal remedy to a dispute and the cost of pursuing **civil proceedings** is likely to exceed the value of any such award of damages, the most **we** will pay in respect of **legal costs** is the value of the likely award of damages.

11. ACTS OF PARLIAMENT

All references to Acts of Parliament in this policy shall include the equivalent laws in Scotland and Northern Ireland and shall include any subsequent amendments, re-enactments or regulations.

GENERAL EXCLUSIONS

The **insurer** will not pay **claims** arising out of or in connection with:

1. 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;
2. Any **claim** made or brought outside the **territorial limits**;
3. Any **claim** which was not submitted to **us** within 45 days from the **date of event** and within the **period of insurance**;
4. Any **claim** where **you** have not obtained a satisfactory **tenant reference** in respect of each **tenant** or **guarantor**;
5. **Legal costs** incurred whilst **you** are bankrupt, in administration or in receivership, or if **you** have entered into a voluntary agreement with creditors;
6. A dispute relating to the amount of **rent** payable, tax, planning or building regulations or decisions or compulsory purchase orders or any actual, planned or proposed works by or under the order of any government or public or local authority;
7. Any dispute arising from the negotiation, review or renewal of a **tenancy agreement** or the subsequent purchase of the **property** whether or not such purchase is completed;
8. Any actual or alleged harassment of a **tenant** or **you**;
9. **Legal costs** incurred without **our** prior written consent;
10. Fines or other penalties imposed by a court or tribunal;
11. If at the time any **claims** are made by **you** under this policy there is any other insurance covering the same liability, the **insurer** will not be liable to pay or contribute more than their proportion of the **claim**;
12. Any **claim** arising out of the deliberate, conscious, intentional or negligent disregard by **you** of the need to take all reasonable steps to avoid and prevent **claims**, legal proceedings or disputes;
13. Any dispute with Government or Local Authority departments concerning the imposition of statutory charges;
14. Any **claim** arising out of breach or alleged breach of confidentiality or passing off whether related to intellectual property or not or the use or alleged use of any intellectual property;
15. Any **claim** relating to violence or dishonesty on **your** part;
16. Any **legal costs** incurred in any appeal proceedings, unless the **insurer** agreed to cover the original **claim**, the **insurer** deems that the matter has **reasonable prospects** and the **insurer** is notified of the decision to appeal at least 7 days before the deadline to appeal;
17. Judicial review;
18. Any costs, legal liability or any loss or damage to **property** directly or indirectly caused by or contributed to by seepage, pollution or contamination of any kind;
19. Any **claim** where the **date of event** falls outside of the **period of insurance**;
20. Any damage caused by a direct or indirect consequence of war, civil war, invasion, acts of foreign enemy hostilities (whether war is declared or not), terrorism, rebellion, revolution, insurrection, military force 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;
21. Any direct or indirect consequence of: terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation;
22. 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.
23. 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 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.

HOW TO MAKE A COMPLAINT

We hope that **you** are completely happy with this policy and the service that **you** receive, however if **you** do have any reason to make a complaint about the sale of this policy, please contact the sales agent that sold this policy in the first instance.

If the general administration of **your** policy has not met **your** expectations, **you** should contact the **administrator**.

If **your** complaint relates to a **claim**, please contact **us** at;



Complaints
Arc Legal Assistance Limited
c/o 1 Hagley Court North
The Waterfront
Brierley Hill
West Midlands
DY5 1XF



01384 377 000

It will assist **us** in handling **your** complaint quickly if **you** can please have **your claim** reference available when **you** contact **us**.

Financial Ombudsman

If for any reason it is not possible for **us** to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This applies if **you** are an individual, or in a business capacity if **your** annual turnover is up to €2,000,000 (or equivalent in sterling) and **you** have fewer than 10 members of staff. **You** can contact the Financial Ombudsman Service at:



The Financial Ombudsman Service
Exchange Tower
London
E14 9SR



0800 023 45 67



complaint.info@financial
ombudsman.org.uk



www.financial-ombudsman.org.uk

Online dispute resolution

If **you** have purchased the insurance policy online, **you** may also raise **your** complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if **you** contact the Financial Ombudsman Service directly.

FURTHER INFO

CHOICE OF LAW AND JURISDICTION

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The terms of this policy are only enforceable by **you**. A person who is not named under this policy has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party, which exists or is available apart from that Act.

Your agreement with others

This contract of insurance is personal to **you** the policyholder, and the **insurer**.

The **insurer** will not be bound by any agreement between **you** and **your appointed representative**, or any other person or organisation.

You may not assign any of the rights under this policy without the **insurer's** express prior written consent.

FINANCIAL SERVICES COMPENSATION SCHEME

The **insurer** is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if the **insurer** cannot meet their obligations. This depends on the type of business and the circumstances of the **claim**. Most insurance contracts are covered for 90% of the **claim** with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

You may also contact the FSCS on their freephone number: 0800 678 1100 or 020 7741 4100 or **you** can write to: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU

USE OF LANGUAGE

Unless otherwise agreed, for the purposes of this insurance contract the language used will be English.

OUR REGULATOR AND THE INSURER

This insurance is arranged by Arc Legal Assistance Ltd who have capacity provided elsewhere, full details of which can be found on the Paymentshield website: www.paymentshield.co.uk/underwriters.

Arc Legal Assistance Ltd are authorised and regulated by the Financial Conduct Authority.

Details about the extent of the regulation by the Financial Conduct Authority and Prudential Regulation Authority is available on request.

Arc Legal Assistance Ltd are committed to protecting and respecting your privacy in accordance with the current Data Protection Legislation. If you wish to know more about how we process your personal data, please visit:



www.arclegal.co.uk/privacy-statement-and-cookies-policy.html

Telephone calls

Please note that for our mutual protection telephone calls may be monitored and/or recorded.

Fraud prevention, detection and claims history

In order to prevent and detect fraud we may at any time:

- share information about you with other organisations and public bodies including the police;
- check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this.
- We and other organisations may also search these agencies and databases to:
- help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- check your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

FAIR PROCESSING NOTICE

The privacy and security of your information is important to us. This notice explains who the administrator Paymentshield is, the types of information Paymentshield hold, how Paymentshield use it, who Paymentshield share it with and how long Paymentshield keep it. It also informs you of certain rights you have regarding your personal information under current data protection law. Paymentshield will update this notice as required and at least annually (every December). Therefore, it is

suggested you revisit this notice every December to keep yourself informed.

The terms used in this Fair Processing Notice are based on the Information Commissioner's Office. You can find out more about the ICO here: <https://ico.org.uk/>.

WHO ARE PAYMENTSHIELD?

Paymentshield Limited (part of The Ardonagh Group of companies) is the Data Controller of the information you provide us

and is registered with the Information Commissioner's Office for the products and services provided to you.

You can contact us for general data protection queries by email to DataProtection@ardonagh.com or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 1 Minster Court, Mincing Lane, London, EC3R 7AA. Please advise us of as much detail as possible to comply with your request.

For further information about The Ardonagh Group of companies please visit <http://www.ardonagh.com/>.

WHAT INFORMATION DO PAYMENTSHIELD COLLECT?

To enable Paymentshield to provide you with the right product or service to meet your needs (or to handle a claim) Paymentshield will collect personal information which may include your name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to your enquiry or product and payment details (including bank account number and sort code).

Paymentshield may need to request and collect sensitive personal information such as details of convictions or medical history to provide you with the product or service or to process a claim.

Paymentshield only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. Paymentshield will therefore not seek your explicit consent to process this information as it is required by them to provide the product or service you have requested and is legitimised by its criticality to the service provision. If you object to use of this information then Paymentshield will be unable to offer you that product or service.

HOW DO PAYMENTSHIELD USE YOUR PERSONAL INFORMATION?

Paymentshield will use your

personal information to

- Assess and provide the products or services that you have requested
- Communicate with you
- Develop new products and services
- Undertake statistical analysis

Paymentshield may also take the opportunity to

- Contact you about products that are closely related to those you already hold
- Provide additional assistance or tips about these products or services
- Notify you of important functionality changes to their websites

Only where you have provided Paymentshield with consent to do so, Paymentshield may also from time to time use your information to provide you with details of marketing or promotional opportunities and offers relating to other products and services from The Ardonagh Group.

From time to time Paymentshield will need to call you for a variety of reasons relating to your products or service (for example, to update you on the progress of a claim or to discuss renewal of your insurance contract). Paymentshield are fully committed to Ofcom regulations and have strict processes to ensure Paymentshield comply with them.

To ensure the confidentiality and security of the information held, Paymentshield may need to request personal information and ask security questions to satisfy ourselves that you are who you say you are.

Paymentshield may aggregate information and statistics on website usage or for developing new and existing products and services, and we may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

SECURING YOUR PERSONAL INFORMATION

Paymentshield follow strict security procedures in the storage and disclosure of your personal information in line with industry practices, including storage in electronic and paper formats.

Paymentshield store all the information that you provide to them, including information provided via forms you may complete on their websites, and information which they may collect from your browsing (such as clicks and page views on their websites).

Any new information you provide may be used to update an existing record Paymentshield hold for you.

WHEN DO PAYMENTSHIELD SHARE YOUR INFORMATION?

To help Paymentshield prevent financial crime, your details may be submitted to fraud prevention agencies and other organisations where your records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Ardonagh Group, third parties (for example

insurers or loss adjusters) deliver some products or provide all or part of the service requested by you. In these instances, while the information you provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to you or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau. Paymentsshield will never make a search that leaves a record on your credit history without informing you first.

Paymentsshield may use firms involved in financial management regarding payment.

Paymentsshield may also share your data with other companies who carry out market research on our behalf and who may contact you for the purpose of obtaining feedback on the products and services we offer.

Paymentsshield will only share your information for any direct marketing of additional services and products within The Ardonagh Group of companies where they have your consent to do so.

The data collected about you may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for Paymentsshield or for one of our suppliers. Such staff may be engaged in, amongst other things, the provision of information you

have requested.

If Paymentsshield provide information to a third party they will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Fair Processing Notice.

Paymentsshield may of course be obliged by law to pass on your information to the police or other law enforcement body, or statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

Paymentsshield may also share your information with anyone you have authorised to deal with them on your behalf.

HOW LONG DO PAYMENTSHIELD KEEP YOUR INFORMATION FOR?

Paymentsshield will not keep your personal information longer than is necessary for the purpose for which it was provided unless they are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

Paymentsshield will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service we provide. In certain cases, Paymentsshield will keep your information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by you or a third party at a future date, even after your contract has ended.

YOUR RIGHTS

There are a number of rights that you have under data protection law. Commonly exercised rights are:

- Access – You may reasonably request a copy of the information Paymentsshield hold about you. [ICO guidance](#)
- Erasure - Where Paymentsshield have no legitimate reason to continue to hold your information, you have the right to have your data deleted (sometimes known as the right to be forgotten). [ICO guidance](#)
- Paymentsshield may use automated decision making in processing your personal information for some services and products. You can request a manual review of the accuracy of an automated decision if you are unhappy with it. [ICO guidance](#)
- Marketing - If you wish to inform Paymentsshield of changes in consent for marketing please contact us at the address or telephone number indicated in any recent correspondence or emails you have received from them.

If you are unhappy about the way Paymentsshield have handled your data or upheld your rights, you can complain to the Information Commissioner's Office (ICO) at any time.

Further details of your rights can be obtained by visiting the ICO website at <https://ico.org.uk/your-data-matters/>.

Make a note ...

paymentshield.co.uk

Paymentshield and the Shield logo are registered trademarks of Paymentshield Limited (registered number 02728936) which is a company registered in England and Wales at Paymentshield Limited, Southport Business Park, Wight Moss Way, Southport PR8 4HQ. Authorised and regulated by the Financial Conduct Authority. Telephone calls to Paymentshield may be recorded for security purposes and monitored under our quality control procedures. Asset code: PP01144 01/23
