

This insurance is underwritten by Inter Partner Assistance SA and administered by Arc Legal Assistance Limited. Policy documentation including Insurance Schedules are processed and issued by JBI International Insurance Brokers Limited (JBI).

In the event of a valid Claim under this Insurance, Arc will appoint their panel solicitors or their agents to handle the Insured's case.

The Insured is not covered for any other legal adviser's fees unless Court Proceedings are issued or a conflict of interest arises.

Claims must be notified to Arc within 45 days of the Insured Incident other than in relation to sections of cover 1b, 2 and 4 where claims must be submitted within 180 days of the Insured Incident. Notification will only be deemed to have been received upon receipt by Arc of a completed claim form accompanied by all requested supporting documentation. Failure to notify the claim within this time will invalidate the insurance. Please also refer to the sections titled 'To Make a Claim' and 'Claims Line'.

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

- A) The Insured Incident takes place during the Insured Period and within the Territorial Limits
- B) The Proceedings take place within the Territorial Limits

## DEFINITIONS - The following words have specific meanings:-

**Adviser** - The Arc panel solicitor or their agents appointed by Arc to act for the Insured.

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

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

**Claim** - A Claim under this Insurance for Adviser's Costs in Proceedings and/or Rent arrears following an Insured Event which occurs during the Insured Period and within the Territorial Limits.

**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 the Insured or his agent as an indemnity for losses incurred by the Insured arising from the Tenant failing to perform his obligations 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 Insured's contents and their condition within the Insured Property which has been signed by the Tenant.

**Policy Excess** - The amount that the Insured is required to pay towards any Claim or is deducted from any Claim.

**Guarantor** - The individual or organisation assigned to the Tenancy Agreement that has received a Tenant Assessment and provided a financial guarantee of the Tenant's performance of his obligations under the Tenancy Agreement.

**Identity Fraud** - A person or group of persons knowingly using a means of identification belonging to You without Your knowledge or permission with intent to commit or assist another to commit an illegal act.

**Insured/You/Your** - The individual or organisation shown in the Schedule of Insurance as the Policyholder and defined in the Tenancy Agreement as the 'Landlord' who has paid the premium and been declared to underwriters. If the Insured dies his personal representatives will be covered to pursue cases covered by this insurance on behalf of the Insured, which arose prior to the Insured's death.

**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 Property** - The insured property shown in the Schedule of Insurance and declared to Underwriters.

**Limit of Indemnity** - The maximum payable in respect of an Insured Incident.

**Insured Period** - The period of insurance shown in the Schedule of Insurance.

**Proceedings** - The pursuit of civil legal cases for damages or injunctions and the defence of criminal prosecutions.

**Rent** - The monthly amount payable by the Tenant to the Insured as set out in the Tenancy Agreement.

**Tenancy Agreement** - A Tenancy Agreement between the Insured and the Tenant 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 England and Wales but within the Territorial Limits, or
- (B) a Company Residential Tenancy (Company Let) created after 28 February 1997 where the Tenant is a public limited company (plc) or limited company (Ltd) or its equivalent outside England and Wales but within the Territorial Limits and the Insured Property is let purely for residential purposes of the Tenant's employees and their family, or
- (C) a written common law residential tenancy agreement created after 28 February 1997 between individuals where the rent is in excess of £100,000 per annum or its equivalent outside England and Wales but within the Territorial Limits and which is:-
  - i.) appropriate for the tenancy; and
  - ii.) signed and independently witnessed by the Insured, the Tenant(s) and, if required as a condition of the Tenant Assessment, the Guarantor; and
  - iii.) free from any unreasonably restrictive covenants

The initial Tenancy Agreement must be for a fixed term of no more than 24 months and contain a 6 or 12 month break clause.

**Tenant** - The occupier of the Insured Property named in the Tenancy Agreement as the Tenant who has received a Tenant Assessment.

**Tenant Assessment** - A full Tenant Assessment provided by Redbrick Tenant Assessment against a Tenant and Guarantor (if required) showing a rating of 'Very Low Risk', 'Low Risk' or 'Medium Risk'. A suitable Guarantor must be assigned to the Tenancy Agreement where the Tenant is rated as a 'Medium Risk'.

**Territorial Limits** - The United Kingdom.

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

**COVER - The Insured is only covered for the specific Section(s) of Cover shown as operative in the Schedule of Insurance.**

**Section 1 A - The Insured is covered for Adviser's Costs to pursue:-**

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

We will not cover an Insured Incident:-

- Arising from or connected to the Insured's performance or his obligations under the Tenancy Agreement or where there are insufficient prospects of success in the Proceedings due to the terms of the Tenancy Agreement being unenforceable,
- Falling within the jurisdiction of the Rent Assessment Committee, the Lands Tribunal or the Leasehold Valuation Tribunal or their equivalent outside England and Wales but within the Territorial Limits,
- If the Insured or his agent gave any false or misleading information when he applied for the Tenant Assessment,
- Where the Insured fails to provide evidence that they successfully completed a full Tenant Assessment on the Tenant (and Guarantor if required) prior to the start of the Tenancy Agreement or where the Tenancy Agreement started more than 60 days after the Tenant Assessment report date,
- Arising from dilapidations unless the missing or damaged items were contained within a Dilapidations Inventory,
- Where the amount in dispute is less than £250 including VAT,
- 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 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 the Insured has allowed the Tenant into possession of the Insured Property before the Tenancy Agreement has been signed by all parties, a Tenant Assessment 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 Insured has failed to keep full and up-to-date rental records or has allowed the Tenancy Agreement to be transferred to any other individual or organisation unless all other terms of the insurance have been complied with,
- Where the Tenant received a Tenant Assessment subject to a Guarantor and the Guarantor was not correctly assigned to the Tenancy Agreement,
- Where the Insured is in breach of any rules, regulations or Acts of Parliament relating to the Deposit,
- In relation to dilapidations of the Tenant in the Insured Property or its contents where the Insured has a policy of insurance that covers the dilapidations,
- Relating to any occupant of the Insured Property over the age of 18, other than the Tenant,
- Where Adviser's Costs have been incurred as a result of the Insured's failure to follow the advice of the Adviser or arising from an Insured's failure to take any action recommended by Arc or the Adviser to recover possession of the Insured Property as promptly as possible.

### **Section 1 B - The Insured is covered for Adviser's Costs to pursue:-**

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

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

There is no cover arising from a dispute relating to a Tenancy Agreement or any other lease or licence to occupy property or land.

### **Section 2 - The Insured is covered for Adviser's Costs to defend: -**

Criminal Prosecutions brought against the Insured in relation to the Insured Property under:

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

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

### **Section 3 - The Insured is 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 the Insured, where appropriate, is pursuing a claim under this Insurance against the Tenant to evict them from the Insured Property.

The maximum Rent payable under the insurance is £2500 per month.

The Claim must be reported to Arc within the Insured Period.

A full month's Rent must be in arrears after deduction of the Policy Excess before any Claim payment will be paid.

Rent is only payable during the Insured Period and for up to six months or to the end of the period shown in the Tenancy Agreement, whichever happens sooner and whilst the Tenant (including any unauthorised occupants) remain in occupation of the Insured Property.

Rent Claim Payments:

1. Rent will be paid monthly in arrears at a rate of 1/30th for each continuous day that it is in arrears.
2. One full month's Rent must be in arrears after deduction of the Policy Excess.
3. If the Tenant is applying for Housing Benefit and has provided their housing benefit application reference number, Rent will not be paid until the outcome of the Housing Benefit claim is known. If the Tenant's Housing Benefit claim is rejected, Rent will be paid under the Insurance backdated to the date that the Insured 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.

The insured or their managing agent must notify the Benefits Office of their interest.

4. If the Deposit is more than the Policy Excess, the cover under the Insurance will pay Rent arrears after deduction of the balance of the Deposit. If the balance of the Deposit is subsequently required to meet the cost of dilapidations, this will be paid to the Insured.
5. Arc, on behalf of Underwriters have the right under subrogation to pursue Proceedings against the Tenant or any Guarantor to recover Rent and Adviser's Costs.

## Section 4 - Identity Fraud

In respect of Insured Incidents arising from Identity Fraud the Insured is covered for Adviser's Costs to defend their legal rights and/or take reasonable steps to remove County Court Judgments against the Insured that have been obtained by an organisation that the Insured is alleged to have purchased, hired or leased goods or services from.

Cover is only available if the Insured denies having entered into the contract and alleges that he has been the victim of Identity Fraud.

LIMIT OF INDEMNITY	POLICY EXCESS
Section 1A: £25,000 any one claim	Nil - The amount in dispute must exceed £250 including VAT
Section 1B: £10,000 any one claim	No cover for first 180 days of the Period of Insurance
Section 2: £10,000 any one claim	Nil
Section 3: £2,500 per month up to £10,000 any one claim, for up to six months Rent	An amount equal to one month's Rent
Section 4: £10,000 any one claim	Nil

## 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 more than 14 days before the Insured Period unless the insured had continuous previous insurance,
- The Insured's act, omission or delay prejudices the Insured's or the Underwriters' position in connection with the Proceedings or prolongs the length of the Claim,
- Arising from a dispute between the Insured and his agent or mortgage lender,
- The Insured Incident began to occur or had occurred before the Insured purchased this insurance,
- The Insured should reasonably have realised when purchasing or renewing this insurance that a Claim under this insurance might occur,
- The Insured fails to give proper information to Arc or to the Adviser,
- The Insured's act or omission prejudices the Insured's or the Underwriters' position in connection with the Proceedings,
- The Insured has breached a Condition of this Insurance,
- Adviser's Costs have not been agreed in advance or are above those for which Arc has given its prior written approval.

### 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 the Insured other than in relation to their activities as a Landlord,
- A dispute between persons insured under this policy,
- An application for Judicial Review,
- A novel point of law.

### 3. There is no cover:-

- For any Claim which is not submitted to Arc within 45 days of the Insured Incident occurring, other than in relation to sections of cover 1b, 2 and 4 where claims must be submitted within 180 days of the Insured Incident,
- For Adviser's 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 the Insured has other legal costs insurance cover,
- For Claims made against Redbrick Tenant Assessment, JBI, the Underwriters, the Adviser or Arc,
- For appeals without the prior written consent of Arc,
- Prior to the issue of court proceedings or unless a conflict of interest arises, for the costs or any legal representative other than those of the Adviser.

### 4. 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

- The Insured may cancel this insurance at any time by providing 14 days written notice to JBI International Insurance Brokers Limited.
- JBI International Insurance Brokers Limited or the Underwriter may cancel the insurance by giving 14 days notice in writing to the Insured at the address shown on the schedule, unless a change of address has been notified to JBI International Insurance Brokers Limited.
- No refund of premium shall be made.

### 2. Claims

- A) The Insured must report claims as soon as reasonably possible within 45 days of the Insured Incident by completing and submitting the claim form with all relevant information and supporting documentation such as a copy of the Tenancy Agreement and rent collection records.

- 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, the Insured or his agent must serve notice of a requirement to undertake an inspection in accordance with the Insured's rights within the Tenancy Agreement and visit the Insured Property. The Insured should seek legal advice if he is unsure that such an inspection is lawful.
- C) The Insured and his agent must act promptly to gain vacant possession of the Insured Property and recover Rent arrears.
- D) In the event of a Claim the Insured or his agent must prepare a detailed schedule of dilapidations as soon as reasonably possible after the Tenant has vacated the Insured Property.
- E) The Insured and/or his agent must attend any court hearing in relation to an Insured Incident if requested to do so by Arc 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 may investigate the Claim and take over and conduct the Proceedings in the Insured's name. Subject to the Insured's consent, which shall not be unreasonably withheld, Arc may reach a settlement of the Proceedings.
- G) Arc, on behalf of Underwriters have the right under subrogation to pursue Proceedings against the Tenant or any Guarantor to recover Adviser's Costs.
- H) The Insured must supply at his own expense all the information which Arc reasonably requires to decide whether a claim may be accepted. If Court Proceedings are required and the Insured wishes to nominate an alternative Adviser to act for him he may do so.
- I) Any monies recovered from the Tenant or Guarantor will be retained by Arc to pay for any Adviser's Costs or Rent that has been paid by Underwriters under this insurance.

**The Adviser must:**

- i. Confirm in writing that he will enable the Insured to comply with his obligations under this insurance,
- ii. Agree with Arc the rate at which his costs will be calculated. If no agreement is reached the Law Society will be asked to nominate an Adviser and this nomination shall be binding.

**The Adviser will:-**

- i. Provide a detailed view of the Insured's prospects of success including the prospects of enforcing any judgment obtained,
  - ii. Keep Arc fully advised of all developments and provide such information as Arc may require,
  - iii. Keep Arc regularly advised of Adviser's Costs incurred,
  - iv. Advise Arc of any offers to settle and payments in to court. If contrary to Arc's advice such offers or payments are not accepted there shall be no further cover for Adviser's Costs unless Arc agrees at its absolute discretion to allow the case to proceed,
  - v. Submit bills for assessment or certification by the appropriate body if requested by Arc,
  - vi. Attempt recovery of costs from third parties.
- I) In the event of a dispute arising as to Adviser's Costs Arc may require the Insured to change Adviser.
  - J) Underwriters shall only be liable for costs for work expressly authorised by Arc in writing and undertaken while there are reasonable prospects of success.
  - K) The Insured shall supply all information requested by the Adviser and Arc.
  - L) The Insured is liable for any Adviser's Costs if he withdraws from the Proceedings without Arc's prior consent. Any costs already paid by Arc will be reimbursed by the Insured.

### 3. Disputes

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

### 4. Reasonable Prospects

At any time Arc, on behalf of the Underwriters, may form the view that the Insured does not have a reasonable prospect of success in the action he is proposing to take or is taking. If so, Arc may decline support or any further support.

In forming this view Arc 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 the Insured's interests could be better achieved in another way.

### 5. English Law & Language

This contract is governed by English Law and the language for contractual terms and communication will be English.

## DATA PROTECTION ACT

The details of the Insured, the Insured's insurance cover and Claims will be held by Arc and/or the Underwriters for underwriting, processing, Claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

## CUSTOMER SERVICE & COMPLAINTS

Inter Partner Assistance and Arc's aim is to get it right, first time, every time. If we make a mistake, we will try to put it right promptly. If the Insured is unhappy with the service that has been provided the Insured should contact Arc at the address below. Arc will always confirm to the Insured, within five working days, that they have received the Insured's complaint. Within four weeks the Insured 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 the Insured 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 the Insured is not satisfied with the delay he may refer his complaint to the Financial Ombudsman Service. The Insured can also refer to the Financial Ombudsman Service if he cannot settle his complaint with Arc.

**Arc's contact details are:**

Arc Legal Assistance Ltd, PO Box 8921, Colchester, C04 5YD. Tel: 0844 770 9000 Email: [enquiries@arclegal.co.uk](mailto:enquiries@arclegal.co.uk)

**The Financial Ombudsman Service contact details are:**

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Tel: 0845 080 1800  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

## COMPENSATION

Underwriters and Arc are covered by the Financial Services Compensation Scheme. The Insured may be entitled to compensation from the scheme if Arc or Inter Partner Assistance are unable to meet their obligations. The Insured's entitlement to compensation will depend on the circumstances of the claim.

Scheme arrangements available at [www.fscs.org.uk/](http://www.fscs.org.uk/)

## AUTHORISATION

Inter Partner Assistance (IPA) is a branch of Inter Partner Assistance SA (IPA SA) based in Belgium. IPA SA is authorised by the Commission Bancaire, Financiere et des Assurance (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Services Authority here in the UK. Their FSA Register number is 202664. Their regulative activities are Miscellaneous Financial Loss, Legal Expenses and Assistance.

IPA is a member of the Association of British Insurers.

### **IPA address details are:**

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

Registered No: FC008998

Arc Legal Assistance Ltd (Arc) is authorised and regulated by the Financial Services Authority. Our FSA Register number is 305958. Arc's permitted business is arranging with a view to transactions in non-investment insurance contracts, arranging (bringing about) non-investment insurance contracts, advising on non-investment insurance contracts, dealing as an agent in non-investment insurance contracts and assisting in the administration and performance of non-investment insurance contracts. You can check this on the FSA's register by visiting the website; [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234

## TELEPHONE LEGAL ADVICE LINE

Use the 24 hour advisory service for telephone advice on any legal problem of concern to You in connection with the Insured Property. Specialist lawyers are at hand to help You. If You need a lawyer to act for You and Your problem is covered under this insurance, the advice line will ask You to complete a claim form.

If Your problem is not covered under this insurance, the advice line may be able to offer You assistance under a private funding arrangement.

Simply telephone 0844 770 1044 and quote: "Redbrick Tenant Assessment Landlord's Protection".

To maintain an accurate record your telephone call may be recorded.

## 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's panel solicitors or their agents appointed by Arc until Court Proceedings are issued. If Court Proceedings are issued or a conflict of interest arises, the Insured may nominate another solicitor to act for him. As soon as the Insured has a legal problem that he may require assistance with under this insurance the Insured should telephone the legal advice line. In general terms, the Insured is required to immediately notify Arc of any potential Claim or circumstances which may give rise to a Claim. If the Insured is in doubt whether a matter constitutes a notifiable claim or circumstance, the insured should contact the legal advice line for assistance. If Rent is overdue the Tenant and any Guarantor must be contacted within seven days to establish the reason for the arrears. If the Rent is not paid within a further seven days

the Tenant and any Guarantor must be contacted again. If the Tenant cannot be contacted, and it is lawful to do so, the Insured or his agent must serve notice of a requirement to undertake an inspection in accordance with the Insured's obligations within the Tenancy Agreement and then visit the Insured Property. The Insured or his agent should seek legal advice if he is unsure that such an inspection is lawful.

## CLAIMS LINE

The Insured should telephone 0844 770 1044 and quote: "Redbrick Tenant Assessment Landlord's Protection". A Claim form will be sent out by email, 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:**

[www.arclegal.co.uk/informationcentre/landlords.php](http://www.arclegal.co.uk/informationcentre/landlords.php)

Username: lergpolicy

Password: landlords

### **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's panel solicitors or their agents will be appointed to act for the Insured. Any Rent arrears covered under the insurance will generally be paid within 21 days from the end of the month they became due. The Insured may be required to complete a continuation Claim form before each Rent Claim payment is made. The Insured or his agent must give all information requested by Arc or the Adviser within five days of receiving the request for that information. The Insured or his agent must attend any court hearing if requested by the Adviser. This Claims procedure should be read in conjunction with the main terms and conditions of the Insurance.

**SAMPLE**

SAMPLE

t | 0845 849 4049  
f | 0845 849 4162  
e | refs@redbrick-ta.co.uk  
w | www.redbrick-ta.co.uk

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