Vasek Insurance™

Landlords Legal Protection – September 2026

Contents

Welcome to your Landlords Legal Protection Insurance

This insurance is managed and provided by Arc Legal Assistance Limited insurance parts of this section are underwritten by the Insurer, and **We** act on their behalf.

Legal & Tax Helplines

You can use the helpline service 24 hours a day, seven days a week to discuss any legal problem which happens in the United Kingdom, the Channel Islands and the Isle of Man, and during the **Period of Insurance**.

Specialist lawyers are at hand to help **You**. If **You** need a lawyer or an accountant 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 0344 770 1040 and quote Arthur J Gallagher Landlord Protection

Telephone calls may be recorded and/or monitored for both **Your** and **Our** protection.

Our Policy Wording – Terms of Cover

If a claim is accepted, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **Conflict of Interest** happens.

Where it is necessary to start court proceedings or a **Conflict of Interest** happens and **You** want to use a legal representative of that **You** choose Yourself, **We** will not pay **Advisers' Costs** which are more than (a) **Our Standard Advisers' Costs**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable **Costs** regime, whichever is the lower amount.

Claims must be reported to **Us** within 180 days of the **Insured Event** other than in relation to sections of cover **Tenant** Eviction or **Identity fraud** where claims must be submitted within 45 days of the **Insured Event**. Notification will only be deemed to have been made when **We** receive a fully completed claim form along with all requested supporting documentation. If **You** do not notify the claim to **Us** within this time, the insurance will be invalid.

Your Landlords Legal Protection covers **Costs** set out under the separate sections of cover, up to the **Maximum Amount Payable** where:

a) The **Insured Event** happens during the **Period of Insurance** and within the **Territorial Limits** and
b) The **Legal Action** takes place in the **Territorial Limits**.

This insurance does not provide cover where something **You** do, or fail to do, has a negative impact on **Your** position or the position of the Insurer in connection with the **Legal Action**.

Important Conditions

If **Your** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions that apply to this insurance are given in the 'Conditions' section below and should be read carefully. Some of the main conditions that apply to this insurance are that:

1. Prospects of Success

There must be a 51% or higher chance of winning the case and achieving a positive outcome. A positive outcome includes, for example, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which is in **Your** best interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** finds that there is not a 51% or higher chance of success, then **We** might decline or stop giving support for **Your** case.

2. Proportional Costs

An estimate of the **Advisers' Costs** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Advisers' Costs** will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate is more than the amount in dispute then **We** might decline or discontinue support for **Your** case.

3. Giving the Insurer all the important information

If **You** are a private individual the following applies to **You**: When the Insurer accepts **Your** application for this insurance, it relies on the information **You** give. **You** must take reasonable care to give full answers to the questions asked when **You** take out, or make changes to, **Your** policy. If the information provided by **You** is not complete and accurate **Your** cover might be affected and:

- the Insurer might cancel **Your** policy and refuse to pay any claim or
- the Insurer might not pay any claim in full.

We will write to **You** if the Insurer:

- intends to cancel **Your** policy; or
- needs to amend the terms of **Your** policy; or needs **You** to pay more for **Your** insurance.

If **You** become aware that information **You** have given is incomplete or inaccurate, **You** must tell **Us**.

If **You** are part of a partnership, a sole trader. a limited company or other legal entity the following **Your** Duty of Disclosure text applies to **You**:

Your Duty of Disclosure

Under the Insurance Act 2015 **You** have a duty to make fair presentation of the risk to the Insurer before this policy starts, at each renewal and when **You** make any amendment(s) to cover.

This means **You** must:

a) disclose all material facts of which **You** know or ought to know.
b) make the disclosure in a reasonably clear and accessible way.
c) make sure that every material representation of fact is substantially correct and made in good faith.

What is a Material Fact?

A material fact is Information that would influence the Insurer's decision as to whether to insure **You** and, if so, on what terms.

For the purposes of the duty of fair presentation, **You** are expected to know the following;

a) If **You** are an individual (such as a sole trader or individual partner):
   - what is known to **You** and anybody who is responsible for arranging this insurance, or

   If **You** are not an individual (such as a limited company or partnership):

   - what is known to anybody who is part of **Your** organisation's senior management (this means those people who play significant roles in the making of decisions about how **Your** activities are to be managed or organised or anybody who is responsible for arranging this insurance.

b) what should reasonably be revealed by a reasonable search of the information available to **You**. The information may be held within **Your** organisation (including, but not limited to, subsidiaries, affiliates, the broker or any other person who will be covered under this insurance. If the insurance is intended to insure subsidiaries, affiliates, or other parties, **You** are expected to have included them in **Your** enquiries and inform **Us** if **You** have not done so. The reasonable search may be conducted by making enquiries or by any other means.

Breach of duty

If **You** breach **Your** duty to make fair presentation of the risk to the Insurer, then:

- where the breach was deliberate or reckless, the Insurer may avoid this policy, refuse all claims and keep all premiums paid.

- where the breach was neither deliberate nor reckless and, but for the breach, the Insurer would not have agreed to provide cover under the policy on any terms, they may avoid this policy and refuse all claims, but they will return any premiums paid.
- where the breach was neither deliberate nor reckless and, but for the breach, they would have agreed to provide cover under this policy but on different terms (other than premium terms), they may require that this policy includes such different terms with effect from its commencement, and/or
- where the breach was neither deliberate nor reckless and, but for the breach, the Insurer would have agreed to provide cover under this policy but would have charged higher premiums, the Insurer's liability for any loss amount payable shall be limited to the proportion that the premium charged bears to the higher premium that would have been charged.

For example: if, due to a breach of fair presentation, **You** were charged a premium of £x but should have been charged £y, then for any claim submitted and agreed at a settlement value of £z, **You** will only be paid £a.

Our Policy Definitions

Where the following words appear in bold within this insurance they have these special meanings.

Adviser	**Our** panel solicitor, their agents, an accountant or other appropriately qualified person, firm or company appointed by **Us** to act for **You**, or provided **We** agree, where it is necessary to start court proceedings or a **Conflict of Interest** happens, another legal representative chosen by **You**.
Advisers' Costs	Legal and accountancy fees and disbursements paid by the **Adviser**.
Adverse Costs	Third party legal **Costs** awarded against **You** which will be paid on the **Standard Basis of Assessment** provided that these **Costs** arise after written acceptance of a claim.
Business Full Enquiry	An enquiry into **Your** self-assessment tax return (whether corporate or individual) commenced by **HMRC** under Section 9A or 12AC of the Taxes Management Act 1970 or pursuant to paragraph 24 (i) of Schedule 18 of the Finance Act 1998.
Conflict of Interest	Situations where **We** administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.
Contracting Party	A person, firm or company domiciled within the **Territorial Limits** with whom **You** have a direct contractual relationship.
Costs	**Standard Advisers' Costs** and **Adverse Costs**.
Data Protection Legislation	The relevant **Data Protection Legislation** in force within the **Territorial Limits** where this cover applies at the time of the **Insured Event**.
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 **Your** agent as an indemnity for losses incurred by **You** 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**. **Deposit** replacement insurance may be purchased in lieu of a **Deposit**, however this must be equal to or more than the minimum sum above.
Dilapidations Inventory	A full and detailed inventory of **Your** contents and their condition in the **Insured Property** which has been signed by the **Tenant**.
Excess	The amount that **You** are required to pay towards any claim. **Tax Disputes (Aspect Enquiries)**: £200 **All other sections**: Nil The **Excess** will be paid to, and at the request of, the **Adviser**.
Guarantor	The individual or organisation assigned to the **Tenancy Agreement** as the **Guarantor** and that has received a **Tenant Reference** and provided a financial guarantee of the **Tenant**'s performance of their obligations under the **Tenancy Agreement**.
HMRC	H.M. Revenue and Customs in the United Kingdom.
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 Event	The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.

	Tax In accountancy matters the **Insured Event** arises on the date that **You** or **Your** Professional **Adviser** are contacted either verbally or in writing, by the relevant department of **HMRC** advising **You** of either dissatisfaction with **Your** returns, or amounts paid, or notice of intention to investigate.
Insured Property	The **Insured Property** shown in the Insurance schedule and declared to **Insurers**.
Insurers	AmTrust Specialty Limited.
Legal Action	The pursuit of civil legal cases for damages or injunctions and the defence of criminal prosecutions.
Legal Helpline	The service provided by **Our** panel solicitors on **Our** behalf which enables **You** to obtain advice on any matter which might give rise to a claim under this insurance.
Maximum Amount Payable	The maximum payable in respect of an **Insured Event** is stated below: **Hotel Expenses**: £20 per day up to a maximum of 30 days **Storage Costs**: £20 per day up to a maximum of 30 days **All Other Sections of Cover**: £100,000 any one claim For the purposes of the **Maximum Amount Payable**, only one **Insured Event** will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.
Period of Insurance	This insurance provides cover for the same period covered by the insurance product or benefit to which it sits alongside. To be clear, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.
Rent	The monthly amount payable by the **Tenant** to **You** as set out in the **Tenancy Agreement**.
Standard Advisers' Costs	The level of **Advisers' Costs** that would normally be incurred in using a specialist panel solicitor or their agents.
Standard Basis of Assessment	The way in which the **Costs** of legal proceedings are assessed where the court only allows amounts that are in proportion to the subject matter being disputed. The court will decide whether or not the **Costs** **We**re reasonable for the party having to pay the **Costs**.
Tenancy Agreement/ Occupation Contract	A **Tenancy Agreement** between **You** 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 the **Rent**ing Homes (Wales) Act 2016 (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 of the **Tenant**'s employees and their family, 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 **You**, the **Tenant**(s) and if required as a condition of the **Tenant Reference**, the **Guarantor**; and

	iii) Free from any unreasonably restrictive covenants The **Tenancy Agreement** must be for a fixed term of no more than 12 months The **Tenancy Agreement** must be for a fixed term of no more than 12 months or if longer, must contain a break clause allowing both parties to terminate the tenancy after the first 12 months. In Wales, a break clause is only possible if it is inserted into a fixed term **Occupation Contract** of at least two years, and **You** are not able to enforce this break clause within the first 18 months of an **Occupation Contract**.
Tenancy Period	The period of the tenancy unless notice to terminate the tenancy was issued by the landlord or **Tenant** before 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	The occupier of the **Insured Property** named in the **Tenancy Agreement** as the **Tenant** and who has received a **Tenant Reference** confirming that they can, solely or jointly with another **Tenant** or other **Tenant**s, afford to cover the cost of the **Rent** in full.
Tenant Reference	A credit check against the **Tenant** and any **Guarantor** obtained from a licensed credit referencing company 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, and a written employers' reference on company letter headed paper confirming their permanent and current employment and that their gross monthly salary is at least a multiple of 2.5 of the **Tenant**'s **Rent**. If all of the above are not available or in the case of student **Tenant**s or **Tenant**s receiving any income or housing related government benefit, a full **Tenant Reference** showing a Pass on the **Tenant** or **Guarantor** must be obtained from **Our** approved **Tenant** Referencing Company. Details of these companies are available by referring to the Arc Legal **We**bsite; https://claims.arclegal.co.uk/info/approved-tenant-referencing-providers
Territorial Limits	The United Kingdom.
We/Us/Our	Arc Legal Assistance Limited who administer claims under this insurance on behalf of the Insurer.
You / Your	The individual or organisation shown in the insurance schedule as the policyholder and defined in the **Tenancy Agreement** as the 'Landlord' who has paid the premium and been declared to **Insurers**. If **You** die **Your** personal representatives will be covered to pursue cases covered by this insurance on behalf of **You** that arose prior to **Your** death.

Our Policy Cover

Tenant Eviction and Pursuit of Rent Arrears

What is covered:

You are covered for **Advisers' Costs** to pursue:

a) **Legal Action** against a **Tenant** to recover possession of the **Insured Property** where the **Tenant** fails to perform their obligations set out in the **Tenancy Agreement** relating to the rightful occupation of the **Insured Property**
b) a **Tenant** or **Guarantor** for **Rent** arrears owed on a tenancy relating to the **Insured Property** once possession has been gained

What is not covered:

Claims

a) where **You** cannot provide evidence that **You** successfully completed a **Tenant Reference** on the **Tenant** (and **Guarantor** if required) before to the start of the **Tenancy Agreement** or where the **Tenancy Agreement** started more than 31 days after the **Tenant Reference**
b) resulting from or connected to **Your** performance of **Your** obligations under the **Tenancy Agreement**
c) resulting from dilapidations unless the missing or damaged items were contained within a **Dilapidations Inventory**
d) 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**
e) 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**
f) where the eviction of the **Tenant** is dealt with by a notice issued by the Home Office
g) where the **Insured Property** is not solely residential
h) where the **Tenant** is not aged 18 years or over
i) where **You** have allowed the **Tenant** into possession of the **Insured Property** before the **Tenancy Agreement** has been signed by all parties, a **Tenant Reference** has been obtained, 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**
j) where **You** have failed to keep full and up to date **Rent**al 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
k) if **You** or **Your** agent gave any false or misleading information when **You** applied for the **Tenant Reference**
l) where the **Tenant** received a **Tenant Reference** subject to a **Guarantor** and the **Guarantor** was not correctly assigned to the **Tenancy Agreement**
m) where **You** are in breach of any rules, regulations or Acts of parliament relating to the **Deposit**
n) in relation to dilapidations by the **Tenant** to the **Insured Property** or its contents where **You** have a policy of insurance that covers the dilapidations
o) relating to any occupant of the **Insured Property** over the age of 18, other than the **Tenant**
p) 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 **Us** or the **Adviser** to recover possession of the **Insured Property** as promptly as possible

q) in connection with **Occupation Contract**s in Wales where **You** are not registered with 'Rent Smart Wales' or **You** do not hold a relevant licence to **Rent** the **Insured Property**.

Property Infringement

What is covered:

Costs to pursue a **Legal Action** for nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to the **Insured Property**.

The nuisance or trespass must have begun at least 180 days after **You** first purchased this insurance.

What is not covered:

Claims arising from a dispute relating to a **Tenancy Agreement** or any other lease or licence to occupy property or land

Property Sale and Purchase

What is covered:

Costs to pursue or defend a **Legal Action** arising from a breach of a contract for the sale or purchase of **Your Insured Property**.

What is not covered:

Claims

a) where **You** have purchased this insurance after the date **You** completed the sale or purchase of **Your Insured Property**
b) if the amount in dispute is less than £250 not including VAT
c) directly or indirectly arising from planning law
d) directly or indirectly arising from constructing buildings or altering their structure for **Your** use

Contract Disputes (Repair and Renovation of the Property)

What is covered:

Costs incurred in the pursuit or defence of any dispute or legal proceedings made by or brought against **You** in a contractual dispute with a **Contracting Party** over the repair or renovation to an **Insured Property** provided that:

a) the **Advisers' Costs** shall be limited to 75% of the sum in dispute; and
b) the amount in dispute must exceed £1,000 and the contract value is less than £100,000.

What is not covered:

Claims arising from:

a) contracts that provide or arrange credit insurance securities or guarantees;
b) contracts where the liability or **Your** right of recovery is incurred through **Your** agent or by assignment;
c) contracts governed by or alleged to be governed by the Consumer Credit Act 1974;
d) contracts of employment; or
e) a **Tenancy Agreement** or a licence to use the **Insured Property**.

Criminal Prosecution

What is covered:

Costs to defend Criminal Prosecutions brought against **You** 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 their equivalent outside of England and Wales but within the **Territorial Limits**.

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

What is not covered:

Claims arising from something **You** have or have not done, knowing it to be wrongful or ignoring that possibility.

Identity fraud

What is covered:

In respect of **Insured Event**s arising from **Identity fraud You** are covered for **Advisers' Costs** to defend **Your** legal rights and/or take reasonable steps to remove County Court Judgments against **You** that have been obtained by an organisation that **You** allege to have purchased, hired or leased goods or services from. Cover is only available if **You** deny having entered into the contract and allege that **You** have been the victim of **Identity fraud**.

What is not covered:

Claims

a) where the claim is false or fraudulent
b) where **You** did not take reasonable precautions against **Identity fraud** or take action to protect yourself from **Identity fraud**
c) where the **Identity fraud** has been carried out by somebody living with **You**
d) for any losses other than **Advisers' Costs** incurred by **You** as a result of **Identity fraud**
e) where the **Insured Event** began to occur within 30 days of **You** first purchasing this insurance or similar insurance which expired immediately before this insurance began

Tax Disputes

What is covered:

Costs incurred by **You** and arising directly from Business Full Enquiries or subject to the following conditions.

a) **You** must have maintained and must continue to maintain accurate, truthful and up to date records and make returns in accordance with statute and account conventions acceptable to **HMRC** and other agencies and have made all returns and payments except those which are disputed and provided information to these bodies where applicable.
b) **You** must contact the **Legal Helpline** as soon as possible after the **Insured Event** and comply with the advice given.

c) **You** or **Your Adviser** should notify **Us** as soon as possible if **You** receive any invitation by **HMRC** to make an offer in settlement.
d) In respect of Business Full Enquiries **Your Adviser** must provide to **Us** a copy of the **HMRC** notice of enquiry and a copy of the return giving rise to the enquiry.

What is not covered:

Claims:

a) involving criminal proceedings or alleged fraudulent evasion of tax, and any case dealt with by a Special Compliance Office, Boards Investigation Unit of any other special office of **HMRC**
b) where deliberate miss-statements have been made in respect of accounts, returns or any other submissions made to the relevant authorities with intent to deceive
c) where **You** have failed to give **Your** business status to the relevant authorities within a statutory period or where **You** have failed to maintain or submit accurate, truthful and up to date records, or where returns have not been submitted within statutory time limits or requirements
d) which originate from any enquiry, investigation or dispute which existed before the first **Period of Insurance**
e) involving tax avoidance schemes

Costs:

a) incurred in dealing with technical or routine matters not connected with or arising out of an expression of dissatisfaction with **Your** affairs
b) incurred in correcting any deficiencies in books, records, accounts or returns including the **Costs** of repairing a return
c) arising after **You** receive a notice telling **You** that the enquiry has been completed

Hotel Expenses & Storage Costs

What is covered:

a) Hotel expenses incurred by **You**, whilst **You** try to get a possession order for **Your Insured Property** so **You** can live in it subject to the following conditions:

    i. **You** have nowhere else to stay.
    ii. A claim under **Tenant** Eviction is being pursued.
    iii. Evidence is provided for the **Costs** incurred by **You** staying in a hotel.
    iv. Cover will cease as soon as possession of the **Insured Property** has been gained and it is in a habitable condition.

b) **Costs** incurred by **You** to store **Your** household possessions while **You** are unable to reoccupy the **Insured Property** subject to the following conditions:

    i. A claim is being pursued under hotel expenses above
    ii. Evidence is provided for the storage **Costs** incurred by **You**

General Exclusions

1. There is no cover:

a) Where the **Insured Event** occurs within the first 90 days of the **Period of Insurance** where the **Tenancy Agreement** commenced before the **Period of Insurance** unless **You** had continuous previous insurance
b) Where **Your** act, omission or delay negatively impacts **Your** or the **Insurers** position in connection with the **Legal Action** or prolongs the length of the claim
c) Where **You** have not complied with all laws and regulations relating to the **Rent**ing out of **Your Insured Property**
d) Arising from a dispute between **You** and **Your** agent or mortgage lender
e) Where the **Insured Event** began to occur or had occurred before **You** purchased this insurance
f) Where **You** should have realised when purchasing or renewing this insurance that a claim under this insurance might occur
g) Where **You** have breached a condition of this insurance
h) Where **Advisers' Costs** have not been agreed in advance or are above those for which **We** have given **Our** prior written approval
i) For any claim which is not submitted to **Us** within 180 days of the **Insured Event** occurring other than in relation to sections of cover **Tenant** Eviction and Pursuit of **Rent** Arrears, **Identity fraud** where claims must be submitted within 45 days of the **Insured Event**
j) For **Advisers' Costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party
k) For damages, interest, fines or **Costs** awarded in criminal courts
l) Where **You** have other legal expenses insurance cover
m) For claims made by or against **Your** insurance broker , the **Insurers**, the **Adviser** or **Us**
n) For appeals without **Our** prior written consent
o) 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**
p) Where an estimate of **Your Advisers' Costs** of acting for **You** is more than the amount in dispute
q) Where **You** commit, or are alleged to have committed, a criminal offence, or **You** are liable to a civil penalty unless this policy expressly covers **You** in the event of such offence or penalty

2. There is no cover for any claim arising from:

a) Works undertaken or to be undertaken by or under the order of any government or public or local authority
b) Planning law
c) The construction of or structural alteration to buildings
d) Defamation or malicious falsehood
e) Divorce, matrimonial matters or proceedings including ancillary relief, parental responsibility and contact, or affiliation
f) Any venture for gain or business project of Yours other than in relation to **Your** activities as a Landlord
g) A dispute between persons insured under this policy
h) An application for Judicial Review
i) A novel point of law

3. Sanction Limitation and Exclusion Clause

The Insurer will not be deemed to provide cover and will not be liable to pay any claim or provide any benefit under this insurance if the provision of such cover, payment of such claim or provision of such benefit would expose it to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

4. Cyber Attack Exclusion

The Insurer will not pay for any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, Computer Virus or process or any other electronic system. This exclusion applies unless cover for **Costs** is specifically allowed for in the Sections of Cover above.

5. 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.

Policy Conditions

1. Claims

a) **You** must report claims as soon as possible within 180 days of the **Insured Event** other than in relation to sections of cover **Tenant** Eviction and Pursuit of **Rent** Arrears, **Identity fraud** where claims must be submitted within 45 days of the **Insured Event**, 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** or **Your** agent must serve notice of a requirement to undertake an inspection in accordance with **Your** 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** and **Your** agent must act promptly to gain vacant possession of the **Insured Property** and recover **Rent** arrears.
d) In the event of a claim **You** or **Your** agent must prepare a detailed schedule of dilapidations as soon as reasonably possible after the **Tenant** has vacated the **Insured Property**.
e) **You** and/or **Your** agent must attend any court hearing in relation to an **Insured Event** if requested to do so by **Us** 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) **We** might investigate the claim and take over and conduct the **Legal Action** in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the **Legal Action**.
g) **We**, on behalf of **Insurers** have the right under subrogation to pursue **Legal Action** against the **Tenant** or any **Guarantor** to recover **Rent** and **Advisers' Costs**.
h) **You** must supply at **Your** own expense all of the information which **We** might need to decide whether a claim might 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 **Our** 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 **Us** fully advised of all developments and give such information if **We** need it.
    iii. keep **Us** regularly advised of **Advisers' Costs** incurred.
    iv. advise **Us** of any offers to settle and payments in to court. If contrary to **Our** advice such offers or payments are not accepted there shall be no further cover for **Advisers' Costs** unless **We** agree in **Our** absolute discretion to allow the case to proceed.
    v. submit bills for assessment or certification by the appropriate body if requested by **Us**.
    vi. attempt recovery of **Costs** from third parties.
j) In the event of a dispute arising as to **Advisers' Costs**, **We** may need **You** to change **Adviser**.
k) **Insurers** shall only be liable for **Costs** for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
l) **You** will supply all information asked for by the **Adviser** and **Us**.
m) **You** are liable for any **Advisers' Costs** if **You** withdraw from the **Legal Action** without **Our** prior consent. Any **Costs** already paid by **Us** will be reimbursed by **You**.

n) Any monies recovered from the **Tenant** or **Guarantor** will be retained by **Us** to pay for any **Advisers' Costs** that has been paid by **Insurers** under this insurance, before any remaining balance is paid to **You**..

2. Prospects of Success

At any time **We** might, but only when supported by independent legal advice, form the view that **You** do not have a 51% or higher chance of winning the case and achieving a positive outcome. If so, **We** might decline support or any further support. Examples of a positive outcome are:

a) Being able to recover the amount of money at stake
b) Being able to enforce a judgement
c) Being able to achieve an outcome which best serves **Your** interests

3. Proportionality

We will only pay **Advisers' Costs** that are proportionate to the amount of damages that **You** are claiming in the **Legal Action**. **Advisers' Costs** in **Excess** of the amount of damages that **You** are able to claim from **Your** opponent will not be covered.

4. Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **Us** might, where **We** 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 might 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.

5. Fraud

In the event of fraud, **We**:

a) Will not be liable to pay the fraudulent claim
b) Might recover any sums paid to **You** in respect of the fraudulent claim
c) Might cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**
d) Will no longer be liable to **You** in any regard after the fraudulent act

6. Other Insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

7. Cancellation

Your right to cancel:

You can cancel this insurance at any time by writing to **Your** insurance broker providing 14 days written notice. If **You** exercise this right within 14 days of taking out this insurance, **You** will receive a refund of premium if **You** have not already made a claim against the insurance. If **You** cancel at any time after the first 14 days, **You** will be entitled to a refund of premium proportionate to the unexpired term of this insurance if **You** have not made, and do not intend to make, a claim

The Insurer's right to cancel:

The Insurer can cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address given by **You**. **You** will be entitled to a refund of premium proportionate to the unexpired term of this insurance if **You** have not made, and do not intend to make, a claim

The Insurer will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

a) Where **We** have a reasonable suspicion of fraud
b) **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
c) Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information.

8. English Law and Language

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

9. Change in Law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change gives a benefit which did not previously exist.

Customer Service Information

How to make a claim

Claims must be notified to the **Legal Helpline** within 180 days of the **Insured Event** other than in relation to sections of cover **Tenant** Eviction and Pursuit of **Rent** Arrears, **Identity fraud** where claims must be submitted within 45 days of the **Insured Event**. Failure to notify the claim within this time will invalidate the insurance cover.

This insurance only covers legal fees incurred by **Our** panel solicitor or their agents appointed by **Us** until court proceedings are issued. If court proceedings are issued or a **Conflict of Interest** arises, **You** may choose another solicitor to act for **You**.

You can use the **Legal Helpline** to discuss any legal problem that happens in the United Kingdom, the Channel Islands and the Isle of Man, and arising during the period of this policy. In general terms, **You** must tell **Us** straight away of any potential claim or circumstances which might lead to **You** making a claim. If **You** are not sure whether to tell **Us** or not, it's best to call the **Legal Helpline**. Please note that any avoidable delay in notifying any claim might result in a claim being declined.

Claims Line

You should telephone 0344 770 1040 and quote Arthur J Gallagher – Landlord's Protection.

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:

https://claims.arclegal.co.uk

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**, **Our** panel solicitors or their agents will be appointed to act for **You**.

You or **Your** agent must give all information requested by **Us** or the **Adviser** within five days of receiving the request for that information. **You** or **Your** 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.

Privacy and Data Protection Notice

(For the purpose of this Privacy and Data Protection Notice only, '**We**' means Arc Legal Assistance and the Insurer)

Data Protection

We will keep **Your** personal information safe and private. There are laws that protect **Your** privacy and **We** follow them carefully. Under the laws, **We** are the company responsible for handling **Your** information (Data Controller). Here is a simple explanation of how **We** use **Your** personal information. For more information visit AmTrust's website at https://amtrustinternational.com/dpn or Arc's website at www.arclegal.co.uk

What **We** do with **Your** personal information

We might need to use the information **We** have about **You** for different reasons. For example, **We** might need it:

- to run through **Our** computerised system to decide if **We** can offer **You** this insurance.
- to help **You** if **You** have any queries or want to make a claim.
- to provide **You** with information, products or services if **You** ask **Us** to.
- for research or statistics.

We will need it:

- to provide this insurance.
- to contact **You** to ask if **You** want to renew it.
- to protect both **You** and **Us** against fraud and money laundering.
- to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/ sensitive and important such as information about **Your** health or any criminal convictions **You** might have. **We** might need this kind of information to decide if **We** can offer **You** this insurance or to help **You** with a claim. **We** will only use this information for these specific reasons and in line with regulatory conditions.

We might need to share **Your** information with other companies or people who provide a service to **Us**, or to **You** on **Our** behalf. They include companies that are part of **Our** group, people **We** work with, insurance brokers, **Our** agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else **We** might need to share it with by law. **We** will only share **Your** information with them if **We** need to and if it is allowed by law.

Sometimes **We** might need to send **Your** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). **We** currently send it to the USA and Israel. **We** make sure that **Your** information is always kept safely and treated in line with the law and this notice.

You can tell **Us** if **You** do not want **Us** to use **Your** information for marketing. **You** can also ask **Us** to provide **You** with the information **We** have about **You** and, if there are any mistakes or updates, **You** can ask **Us** to correct them. **You** can also ask **Us** to delete **Your** information (although there are somethings **We** cannot delete). **You** can also ask **Us** to give **Your** information to someone else involved in **Your** insurance. If **You** think **We** did something wrong with **Your** information, **You** can complain to the local data protection authority.

We will not keep **Your** information longer than **We** need to. **We** will usually keep it for 10 years after **Your** insurance ends unless **We** have to keep it longer for other business or regulatory reasons.

If **You** have any questions about how **We** use **Your** information, **You** can contact **Our** Data Protection Officer.

Vasek Short Form Privacy Notice

We (Vasek) are the data controller of any personal data you provide to us. We collect and process personal data in order to offer and provide insurance services and policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to comply with our legal and regulatory obligations. This may involve sharing information with, and obtaining information from, our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes.

Please see our Privacy Notice for further information on how your personal data is used, shared, disclosed and retained, your rights in relation to your personal data and how to contact our Data Protection Officer. Our Privacy Notice can be found at https://www.ajg.com/uk/privacy-policy/. From time to time we may make important updates to our Privacy Notice and these may in turn affect the way we use and handle your data.

Please ensure you review our Privacy Notice periodically to ensure you are aware of any changes.

If you are providing us with personal data of another individual that would be covered under the insurance policy we may be placing or services we may provide to you, you shall ensure that you have obtained all appropriate consents, where required, tell them you are providing their information to us and show them a copy of this notice. You must not share personal data with us that is not necessary for us to offer, provide or administer our services to you.

Customer Service

Our aim is to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right promptly. If **You** are unhappy with the service that has been provided **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** 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 **Us** or before **We** have investigated the complaint if both parties agree. For details and eligibility on the Financial Ombudsman Service, see http://www.financial-ombudsman.org.uk/

Our contact details are:

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD

Tel: 01206 615000

Email: customerservice@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 08000 234 567

Email: complaint.info@financial-ombudsman.org.uk

Compensation

The Insurer is covered by the Financial Services Compensation Scheme (FSCS). If the Insurer fails to carry out its responsibilities under this policy, **You** might be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.org.uk or by phone on 0800 678 1100 or 020 7741 4100.

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.

This policy is underwritten by AmTrust Specialty Limited, Registered Office: Exchequer Court, 33 St Mary Axe, London EC3A 8AA, Registered Number: 1229676.

AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. 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.