



## WELCOME

**Important notice regarding the operation of this policy. Failure to comply with these terms could mean that we decline to pay your claim.**

All potential claims must initially be reported to our appropriate Claims Notification and Advice Helpline Services detailed below:

**Claims Notification & Helpline: 01260 241000**

*Operates 24 hours a day, 365 days a year*

If you require an audio version of this document in braille or a copy in braille, please contact us on **01260 241555**

**You must have obtained and be able to produce a satisfactory tenant reference (or references) as defined within the policy for cover to be operative.**

This is a policy where **you** must notify **us** during the **period of insurance** and within 30 days of any circumstances which may give rise to any claim under this policy.

If **you** can convince **us** that there are reasonable **prospects of success** of being successful in **your** claim and that it is reasonable for **professional fees** to be paid, **we** will:

- Take over the claim on **your** behalf;
- Appoint a specialist of **our** choice to act on **your** behalf.

**We** may limit the **professional fees** that **we** pay under the policy if:

- **We** consider it is unlikely a reasonable settlement of **your** claim will be obtained; or
- The potential settlement amount of **your** claim is disproportionate compared with the time and expense incurred in pursuing or defending **your** claim; or
- There are insufficient **prospects of success** of obtaining recovery of any sums claimed.

If it may cost **us** more to handle a claim than the amount in dispute, **we** may at **our** option pay to **you** the amount in dispute which will then constitute the end of the claim under this policy.

If **legal proceedings** have been agreed by **us**, **you** may at this stage decide to nominate and use **your** own solicitor or indeed, **you** may wish to continue to use **our** own specialists. If **you** decide to nominate **your** own professional, **we** must agree this in advance and **you** will be responsible for any **professional fees** in excess of those which **our** own specialists would normally charge **us** (details are available upon request).

At conclusion of **your** claim if **you** are awarded any costs (not **your** damages), these must be paid to **us**.

If **rent** is overdue, **you** must contact the **tenant** within 7 days to establish the reason for the default.

If the **rent** is not paid within a further 7 days, the **tenant** must be contacted again. If the **tenant** cannot be contacted, and it is lawful to do so **you** must serve notice of a requirement to undertake an inspection and visit the **property** in accordance with **your** obligations within the **tenancy agreement**.

If **you** make a claim under this policy which **you** subsequently discontinue due to **your** own disinclination to proceed, any **professional fees** incurred to date will become **your** own responsibility and will be required to be repaid to the **insurer**.

**Please note that if you engage the services of anyone before making contact with the claims helpline service and incur any costs without our prior written approval these costs will not be covered by this insurance.**

If upon receipt of this policy **you** are unhappy with any of the requirements as stated above, please advise **your** insurance adviser immediately who, subject to there being no claims on this policy, will arrange a full refund of premium.

## CUSTOMER SERVICES INFORMATION

### How to Make a Claim

To make a claim, please use one of the following methods.

#### Online

To notify **your** claim online, please visit our claims website: [valid8.alpsltd.co.uk](http://valid8.alpsltd.co.uk) where **you** will be able to create an account, register **your** claim and submit any documents required via our portal.

#### Email

Please email [claim@alpslegal.co.uk](mailto:claim@alpslegal.co.uk) requesting a landlord claim form.

#### Phone

To speak to our claims team and report the details of **your** claim, please call: **01260 241000**

This is a 'claims made' policy. It only covers claims notified to us during the **period of insurance** and within 30 days of any circumstance which may give rise to any claim. Failure to do so could lead us to decline that claim.

**You** must have obtained and be able to produce a satisfactory **tenant reference** on each **tenant** before granting a tenancy. Failure to do so could lead us to decline that claim.

## POLICY DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in this policy.

#### **Authorised Professional**

A solicitor, counsel, claims handler or mediator, accountant, firm of accountants or other appropriately qualified person appointed and approved by us under the terms and conditions of this policy to represent **your** interests.

#### **Court**

A court, tribunal or other competent authority.

#### **Deed of Surrender**

A legally binding agreement between the landlord and **tenant** which ends the tenancy by mutual consent. It must be executed as a deed and signed by both parties. A deed of surrender does not, unless expressly agreed otherwise, release the parties from their obligations under the **tenancy agreement** incurred prior to the surrender date.

#### **Deposit**

The sum paid by the **tenant** to **you** or the **letting agent** under the terms of the **tenancy agreement** for the purpose of providing **you** with a reimbursement or partial reimbursement against losses arising from the **tenant's** breach of any of the terms of the **tenancy agreement**.

#### **Dilapidations Inventory**

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

#### **Event**

The initial event, act or omission which sets off a natural and continuous sequence of events that subsequently gives rise to a claim for **professional fees** and/or payment of a benefit under this policy. **You** must notify us during the **period of insurance** and within 30 days of any circumstances which may give rise to any claim under this policy.

#### **Excess**

The first amount of each and every claim as detailed on the **schedule**.

#### **Guarantor**

The individual or organisation shown in the **tenancy agreement** that has received a written **tenant reference** and provided a financial guarantee of the **tenant's** performance of their obligations under the **tenancy agreement**.

#### **Insurer**

AmTrust Specialty Limited.

#### **Landlord Register**

The official register (whether national, regional or local) on which landlords are required to register under legislation applicable in the jurisdiction where the **property** is located. In England, this includes registration on any property

portal or landlord database established under or pursuant to the Renters' Rights Act 2025. In Wales, Scotland or Northern Ireland, this refers to the relevant landlord registration scheme required by devolved housing legislation.

#### **Legal Proceedings**

When formal legal proceedings are issued against an opponent in a **court** of law.

#### **Letting Agent**

The organisation with whom **you** have entered into a formal written contract to let, manage and administer the **property** on **your** behalf.

#### **Mediation Service**

The independent mediation service provided and paid for by us.

#### **Period of Insurance**

The period of insurance shown in the **schedule**.

#### **Policyholder, You, Your**

The person or company who are resident in the United Kingdom and have paid the premium and is named in the **schedule** as the policyholder. The policyholder rents the **property** to the **tenant** and is named in the **tenancy agreement**.

#### **Private Rented Sector Ombudsman**

The statutory redress scheme established under the Renters' Rights Act 2025 with jurisdiction to investigate and determine complaints by tenants against private landlords in England. Membership is mandatory for private landlords.

#### **Policy Limit(s)**

The amount **we** will pay in respect of any one claim and the total amount payable within any one **period of insurance** as specified within the **schedule**.

#### **Professional Fees**

Legal fees and costs reasonably and properly incurred by the **authorised professional**, with **our** prior written authority, including costs incurred by another party for which **you** are made liable by **court** order or may pay with **our** consent in pursuit of a civil claim within the **territorial limits** arising from an insured **event**. Professional fees will include VAT if it cannot be recovered.

#### **Property**

The property or properties:

- details of which are lodged with **us**, and
- which are occupied for residential purposes only.

#### **Proportional Costs**

The estimated amount of the **professional fees** to deal with the claim, these must not be more than the amount of money that is in dispute. The estimate of the **professional fees** will be provided with the assessment of **your** case and will be made by the **authorised professional**. If the estimate is more than the amount in dispute, then **we** might turn down **your** claim or stop supporting **your** case.

#### **Prospects of Success**

Prospects of success exists if:

- a) there is greater than 51% chance of successfully pursuing the claim against another person. If **you** are seeking damages or compensation, there must also be a greater than 51% chance of enforcing any judgment that might be obtained;
- b) there are prospects (at least 51%) of a successful defence; or
- c) **you** want to plead guilty in criminal cases, it is reasonable to incur **professional fees** having regard for the level of **professional fees** to be incurred and there are prospects (at least 51%) of significant mitigation assuming the criminal case was determined at trial or other final hearing at first instance.

#### **Rent**

The monthly amount payable by the **tenant** to **you** as set out in the **tenancy agreement** and shown in the **schedule**.

#### **Rent Arrears**

Money owed to **you** by an accepted **tenant** under a **tenancy agreement** (less the **deposit** or the balance of the **deposit** following sight of accounted receipts relating to dilapidations caused to the **property** by the **tenant(s)**).

#### **Schedule**

The document which shows details of **you** and this insurance and is attached to and forms part of this policy.

### Standard Professional Fees

The level of **professional fees** that would normally be incurred by us in using a nominated **authorised professional** of **our** choice.

### Statement of Terms

The written statement a landlord is required to provide to a **tenant** under the Renters' Rights Act 2025, setting out the prescribed key terms of the tenancy, in accordance with Section 12 of the Renters' Rights Act 2025.

### Tenancy Agreement

A written agreement between the landlord and the **tenant** for the residential occupation of the **property** which: In England, constitutes a periodic tenancy created under, or continuing in force by virtue of, the Renters' Rights Act 2025; in Wales, constitutes an occupation contract within the meaning of the Renting Homes (Wales) Act 2016; in Scotland, constitutes a private residential tenancy or short assured tenancy as recognised by Scottish housing legislation; in Northern Ireland, is neither a protected nor a statutory tenancy under the Rent (NI) Order 1978 nor a protected shorthold tenancy under the Housing (NI) Order 1983; may, in any UK jurisdiction, be granted to a limited company; relates solely to a **property** let for residential purposes; and was granted only after a satisfactory **tenant reference** and the issue of a **statement of terms** to the **tenant**.

### Tenant(s)

An individual, individuals or limited company named in the **tenancy agreement** who occupies the **property** for residential purposes and who has passed a **tenant reference** in accordance with this policy. Selection of a tenant must be undertaken in compliance with the Equality Act 2010.

### Tenant Reference

A credit check against the **tenant(s)** and any **guarantor(s)** 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 evidence showing that their gross monthly income 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 **tenants** or **tenants** receiving any income or housing-related government benefit, a full **tenant reference** showing a qualifying Pass on the **tenant** or **guarantor** must be obtained from **our** approved **tenant** referencing company. An approved reference can be obtained by visiting <https://www.alpsltd.co.uk/let/landlord-legal-expenses/approved-tenant-referencing-providers/>

### Territorial Limits

The United Kingdom (meaning England, Scotland, Northern Ireland, Wales), Channel Islands and Isle of Man.

### We, Us, Our

Auto Legal Protection Services Ltd (Alps) on behalf of AmTrust Specialty Limited.

## COVER

**You** have paid the premium and supplied to **us** a proposal and declaration or other information which shall be the basis of this contract and be incorporated in this policy.

Upon payment of the policy **excess** if applicable, **we** will pay **your** claim in accordance with **our standard professional fees** and if requested by **you** up to the **policy limits** subject to the terms, conditions and exclusions of this policy, against **professional fees** arising from an insured **event** within the **territorial limits** if **you** notify **us** during the **period of insurance** and within 30 days of the insured **event**. Claims received outside of this period which have been prejudiced by the delay in reporting may be declined. Rent protection claims reported after 1 month, but less than 2 months will be subject to an additional 1-month **excess** (subject to other policy requirements).

## INSURED EVENTS

### Section 1 - Breach of Tenancy Agreement

#### What is Covered?

A breach by the **tenant** of any of their obligations under the **tenancy agreement**.

Cover is subject to:

1. the **policyholder** adhering to all landlord and tenant legislation.
2. the claim being made during the **period of insurance**.

### Section 2 - Pursuit of Rent Arrears

#### What is Covered?

The pursuit of **rent arrears** which commenced during the **period of insurance**.

Cover is subject to:

**Professional fees** incurred in connection with:

1. the recovery of **rent arrears**, but excluding any interest on rent or service charges payable by the **tenant**; and
2. any **rent** payable during the **tenant's** occupation of the **property** but excluding any **rent** after you have recovered full and vacant possession.

### Section 3 - Eviction

#### What is Covered?

The eviction of anyone in the **property** without **your** permission.

If required by **us** or the law, **you** must attempt in good faith to settle the claim using the **mediation service**.

Cover is subject to:

1. the **tenant** being in breach of the **tenancy agreement/statement of terms**.
2. the claim being made during the **period of insurance**.

### Section 4 - Legal Defence

#### What is Covered?

The defence of civil or criminal proceedings in respect of any act or omission or alleged act or omission by **you** arising out of **your** ownership or management of the **property**.

Cover is subject to:

1. the **policyholder** adhering to all landlord and tenant legislation.
2. the claim being made during the **period of insurance**.

### Section 5 - Rent Arrears Protection

#### What is Covered?

**You** are covered for **rent arrears** owed by the **tenant** under the **tenancy agreement** during the **period of insurance** and up to the **policy limits**, if an insured **event** under Section 1 (Breach of Tenancy agreement) occurs and the **insured person** is, if appropriate, pursuing proceedings under this policy.

Cover is subject to:

1. where the eviction relates to rental payment issues, the **tenant** is at least three month's **rent** in arrears,
2. **rent arrears** protection only being payable during the **period of insurance** or until vacant possession has been gained up to the **policy limits**, whichever occurs sooner,
3. the claim being made during the **period of insurance**,
4. **rent arrears** protection being paid at the rate of 1/30th of the **rent** for each continuous day in arrears.

### Section 6 - Attendance Expenses

Maximum of £100 a day and a maximum of £1,000 for any one claim.

## GENERAL POLICY EXCLUSIONS

This insurance does not cover:

1. **professional fees** incurred:
  - a) in respect of any **event** which commenced before the start of the first **period of insurance** with the **insurer**;
  - b) before **our** written acceptance of a claim;
  - c) before **our** approval or beyond those for which **we** have given **our** approval;
  - d) if **you** do not give proper instructions in due time to **us** or to the **authorised professional**;
  - e) if **you** are responsible for anything which in **our** opinion prejudices **your** case;
  - f) if **you** withdraw instructions from the **authorised professional**, do not respond to the **authorised professional**, withdraw from the **legal proceedings** or the **authorised professional** refuses to continue to act for **you**;
  - g) in respect of the amount that is more than **our standard professional fees** if **you** have chosen to use an **authorised professional** of **your** own choice;
  - h) arising out of **rent** registration or reviews, purchasing the freehold of the **property**, **rent** tribunals, land tribunals, or rate tribunals; or
  - i) in defending or pursuing new areas of law or test cases.
2. the defence in any civil or criminal **legal proceedings** arising from:
  - a) injury or disease, including psychiatric injury and stress;
  - b) loss, destruction, or damage of **your property**; or
  - c) alleged breach of any professional duty.
3. an **event** which occurs within the first 90 days of the **period of insurance** if the **tenancy agreement** commenced before the policy start date. **We** will not apply this exclusion if:
  - a) **you** had continuous legal expenses and **rent** protection insurance with another insurer in respect of the same **tenancy agreement** and the same **tenant(s)**, and
  - b) there had been no claims reported under that insurance.
4. claims if the **tenancy agreement** commenced more than 31 days after the date of the **tenant reference(s)**.
5. the pursuit, continued pursuit, or defence of any claim if **we** consider it is unlikely a reasonable settlement will be obtained or if the likely settlement amount is disproportionate compared with the time and expense incurred.
6. claims which are conducted by **you** in a manner different from the advice or proper instructions of **us** or the **authorised professional**.
7. **professional fees**, or **rent arrears** protection if:
  - a) a **tenant** makes an offer to conclude the case which **we** advise **you** to accept, but **you** do not accept it.OR
  - b) **we** recommend that **you** make an offer to conclude a case, but **you** do not make that offer.
8. any appeals arising from original legal action. **We** will not apply this exclusion if:
  - a) **you** notify **us** in writing that **you** want to appeal at least six working days before the deadline for giving notice of appeal expires, and
  - b) **we** consider the appeal to have reasonable chance of success.
9. damages, fines, or other penalties **you** are ordered to pay by a **court**, tribunal, or arbitrator.
10. claims arising from an **event** resulting from **your** deliberate act, omission, or misrepresentation.
11. any dispute relating to written or verbal remarks which damage **your** reputation.
12. a dispute with **us** not dealt with under the arbitration condition.
13. an application for judicial review.

14. an **event** arising out of an agreement which does not fall within the definition of a **tenancy agreement** in this policy.
15. the compensation **you** have to pay to a **tenant** following an order of the **court** or the terms of any settlement approved in writing by **us**.
16. the **tenancy agreement** having been granted without first obtaining the requisite consent or licence.
17. payment or non-payment of service charges.
18. subsidence, mining, actual or proposed works by public or local authority.
19. claims if **you** do not provide evidence relating to a **tenant reference**.
20. disputes between **you** and **your** mortgage lender.
21. disputes if the **tenant** is not aged 18 years or over.
22. disputes if the **tenant** does not have the right to reside in the UK.
23. claims if **you** or the **letting agent** has allowed the **tenant** into possession of the insured **property** before:
  - a) the **tenancy agreement / statement of terms** has been signed by all parties;
  - b) a **tenant reference** has been obtained for each **tenant**;
  - c) all necessary statutory pre-grant notices to the **tenant(s)** having been issued;
  - d) the **deposit** has been received in cash or cleared funds; or
  - e) the **dilapidations inventory** has been signed by the **tenant**.
24. any claim if **you** or the **letting agent** gave any false or misleading information when they applied for the **tenant reference** or for this insurance cover or if the **tenant** received a **tenant reference** subject to a **guarantor** and the **guarantor** was not correctly assigned to the **tenancy agreement**.
25. if, when purchasing this insurance, it should reasonably have occurred to **you** that circumstances already existed that could lead to a claim under this insurance.
26. any **professional fees** relating to **your** alleged dishonesty or deliberate and wilful acts or omissions.
27. **professional fees** arising directly or indirectly from computer software except operating systems and packaged software that have not been tailored by the supplier to **your** own requirements.
28. **legal proceedings** outside the **territorial limits**
29. a dispute which relates to any compensation or amount payable under a contract of insurance.
30. any matter in respect of which **you** are entitled to legal aid where **our** liability shall be limited to the sum equal to any assessed income-based contribution payable by **you** towards **professional fees** incurred under the Crown Court means testing scheme if this applies.
31. an **event** which **you** notify to **us** more than 30 days after it occurred or ought to have come to **your** knowledge.
32. any claim arising from dilapidations unless the missing or damaged items were contained within a **dilapidations inventory**.
33. if the amount in dispute is less than £250 including VAT.
34. any **professional fees**, expenses or **rent arrears** that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance if this policy had not been affected.
35. **rent arrears** claims unless **you** and the **letting agent** act promptly to gain vacant possession of the insured **property** and recover **rent arrears**.
36. **rent arrears** claims if the **property** is not occupied for residential purposes.
37. any claim for **rent arrears** where the **policyholder** has accepted **rent** payments that, when aggregated, exceed one month's **rent** in advance of the rental period.
38. any **event** arising
  - a) whilst the **policyholder** is not duly registered with the **Landlord Register** or has failed to maintain membership of the **Private Rented Sector Ombudsman** where required by law; or
  - b) the **policyholder** has not registered the **deposit** within the relevant tenant **deposit** legislation
39. **professional fees** incurred in defending civil or criminal proceedings that relate solely to;
  - (a) challenges to **rent** increases; or

(b) allegations of unlawful discrimination under the Equality Act 2010.

40. any claim for a dispute about cladding or fire safety.

'Cladding' means any:

- composite panels, cladding or façades of the **property**
- internal or external wall systems and associated core, filler or insulation material used in the **property**

and the fixing systems used for them.

'Fire safety' means the fire safety, fire performance or combustibility of the **property** or any part of it.

41. any claim that results from a disease if a:

- government or local authority in the **territorial limits**, or
- public health body (for example the World Health Organisation, or the US Centers for Disease Control and Prevention)

declares that disease to be an epidemic or a pandemic.

42. any consequence, howsoever caused, including for example computer virus, of 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 for 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, that multiply themselves through a computer system or network of whatsoever nature.

43. 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 insured events above.

44. 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 Insured Events above.

45. 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.

46. any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- a) involves violence against one or more persons;
- b) involves damage to **property**;
- c) endangers life other than that of the person committing the action;
- d) creates a risk to health or safety of the public or a section of the public; or
- e) is designed to interfere with or to disrupt an electronic system.

This policy also excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.

47. any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military 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.

## POLICY CONDITIONS

### Sanction Limitation and Exclusion Clause

The insurer does not have to provide cover or benefits, pay any claim or give any refund if **you**, or any person acting on **your** behalf:

- are subject to, or
- do (or don't do) something that exposes it, or any company in its group, to

any sanction, prohibition or restriction under United Nations resolutions, or sanction, law or regulation of the European Union, United Kingdom, the USA or any other government or regulatory authority.

If this happens, **we** can also cancel the policy with immediate effect by writing to **you**.

### Other Insurance

If any claim covered under this policy is also covered by another policy or would have been covered if this policy did not exist, **we** will only pay **our** share of the claim.

### Alteration of Risk

**You** must notify **us** as soon as possible if there are changes that may affect this insurance, for example:

- The **property** is no longer let to a **tenant** for residential purposes only.
- **You** change the address of the **property**.
- **You** sell a **property** covered by this policy.
- **You** purchase an additional **property** that **you** wish to be covered by this policy.
- The **guarantor** who has provided a financial guarantee within the **tenancy agreement** has changed.

**We** will then reassess **your** cover and premium. If **you** do not notify **us** about any of these changes, **we** may:

- a) have charged **you** the incorrect premium and/or applied an incorrect cover;
- b) decline **your** claim; or
- c) declare this policy void.

### Consumer Insurance Act

**You** are required by the provisions of the consumer insurance (disclosure and representations) act to take care to:

- a) Supply accurate and complete answers to all the questions **we** or the administrator 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 **us** of any changes to the answers **you** have given as soon as possible.

Failure to provide answers in-line with the requirement of the act may mean that **your** policy is invalid and that it does not operate in the **event** of a claim.

### Observance

**Our** liability to make any payment under this policy will be conditional on **you** complying with the terms and conditions of this insurance.

### Claims

**You** must tell **us** in writing within 30 days about any matter which could result in a claim being made under this policy and must obtain in writing **our** consent to incur **professional fees**.

**We** will give such consent if **you** can satisfy **us** that there are sufficient **prospects of success** in pursuing or defending **your** claim and that it is reasonable for **professional fees** to be paid and **you** have paid the **excess**.

**We** may require (at **our** discretion) **you** at **your** expense to obtain the opinion of an expert or counsel on the merits of a claim or continued merits of a claim or **legal proceedings**. If **we** subsequently agree to accept or continue with the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim **we** decide that **your prospects of success** are insufficient or it would be better for **you** to take a different course of action, **we** cannot agree to the claim.

We will write to you giving our reasons and we will not then be bound to pay any further professional fees for this claim.

We may limit any professional fees that we will pay under the policy in the pursuit, continued pursuit, or defence of any claim:

- a) if we consider it is unlikely a reasonable settlement will be obtained;
- b) if the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement; or
- c) if there are insufficient prospects of obtaining recovery of any sums claimed.

Alternatively, if it may cost us more to handle a claim than the amount in dispute, we may at our option pay to you the amount in dispute which shall be deemed to represent full and final settlement under this policy.

If you make a claim under this policy which you subsequently discontinue due to your own disinclination to proceed, any legal costs incurred to date will become your own responsibility and will be required to be repaid to the insurer.

We may appoint an authorised professional to conduct an independent mediation to reach settlement of the legal action. We will pay the authorised professional's costs for the mediation service.

### Representation

We will take over and conduct in your name the prosecution, pursuit, defence, or settlement of any claim. The authorised professional nominated and appointed by us will act on your behalf and you must accept our nomination.

If legal proceedings have been agreed by us, you may nominate your own authorised professional whose name and address you must submit to us. In selecting your authorised professional, you shall have regard to the common law duty to minimise the cost for your claim. Any dispute arising from this shall be referred to arbitration in accordance with the policy conditions.

If you have chosen to use your own nominated authorised professional, you will be responsible for any professional fees in excess of our standard professional fees.

### Conduct of Claim

1. You shall at all times co-operate with us and give to us and the authorised professional evidence, documents and information of all material developments and shall attend upon the authorised professional when so requested at your own expense.
2. We shall have direct access at all times to and shall be entitled to obtain from the authorised professional any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and you shall give any instructions to the authorised professional which may be required for this purpose. You or your authorised professional shall notify us immediately in writing of any offer or payment into court made with a view to settlement and you must secure our written agreement before accepting or declining any such offer.
3. We will not be bound by any promise or undertaking given by you to the authorised professional or by either of you to any court, witness, expert or agent or other person without our agreement.

If you fail to provide, when requested, any instructions, documents, or information required under clauses 1 and 2, and such failure causes an avoidable delay in the commencement or progress of legal action, we shall reduce or withhold rent protection payments under this policy to reflect the period of delay. Any avoidable delay attributable to you will be applied directly against the calculation of rent protection payments.

### Attendance Expenses

We will pay net salary or wages, less any amount payable by the court, for you or any of your directors, partners or employees or of your letting agent, for the time off work to attend any court or tribunal hearing within the territorial limits as a:

1. Witness for you at the request of the authorised professional; or
2. Defendant in civil proceedings if we have accepted the claim.

We will calculate the amount payable based on the duration of any valid absence from work, based on an eight-hour day and calculated to the nearest half day. One day's pay will be calculated as 1/250th of the employee's total annual pay. If an employee works part-time, the amount payable will be reduced on a pro-rata basis.

### References

You must obtain a satisfactory tenant reference(s) in writing in respect of the tenant(s) and/or guarantor(s) from a licensed credit referencing company before granting a tenancy.

In the case of student **tenants** or **tenants** receiving any income or housing related government benefit, **you** must obtain a full **tenant reference** showing a qualifying Pass on the **tenant(s)** or **guarantor(s)** from **our** approved tenant referencing company.

### Recovery of Costs

**You** must take all reasonable steps to recover costs charges, fees or expenses. If another person is ordered, or agrees, to pay **you** all or any costs charges, fees, expenses or compensation, **you** must do everything possible (subject to **our** directions) to recover the money and hold it on **our** behalf. If payment is made by instalments these must be paid to **us** until **we** have recovered the total amount that the other person was ordered, or agreed, to pay by way of costs, charges or fees.

### Rent Arrears

1. If the **deposit** is more than the **excess**, **we** will pay **rent arrears** after deduction of the balance of the **deposit**. If the balance of the **deposit** is subsequently required to meet the cost of dilapidations this will be paid to **you**.
2. If **rent** is overdue, **you** must contact the **tenant** within 7 days to establish the reason for the default.
3. If the **rent** is not paid within a further 7 days, the **tenant** must be contacted again. If the **tenant** cannot be contacted, and it is lawful to do so, **you** must serve notice of a requirement to undertake an inspection and visit the **property** in accordance with **your** obligations within the **tenancy agreement**. **You** should contact the claims helpline service if **you** are unsure that such an inspection is lawful.
4. **You** must notify **us** of any **rent arrears** as soon as possible and in any event, not less than 30 days from the first occurrence of **rent arrears**.
5. If **rent arrears** continue for more than 1 calendar month past the first failure to make full payment, an invitation **must** be sent to the **tenant** to take part in mediation.
6. If **rent arrears** continue for more than 2 calendar months past the first failure to make full payment, **you** must invite the **tenant** again, to take part in mediation.
7. Steps 5 and 6 **must** be carried out by a representative appointed by **us**.

### Deposit

**You** will inform **us** in writing of the allocation of the **deposit**, and no deductions may be made from the **deposit** without **our** prior approval. The balance of the **deposit** after such approved deductions will be applied to reduce **rent arrears** which **you** may be entitled to claim from **us** under the terms of this policy. Such monies may not be utilised to discharge **your** liabilities in respect of the **excess** under this policy.

### Safeguarding your premium

The insurance broker who arranged this policy will collect **your** premium payments on **our** behalf. They will also pay any premium refund that is due to **you** from **us**. **We** consider that:

1. when **you** pay the premium to the broker, **we** have received the premium.
2. **we** have made a premium refund only when **you** actually receive it.

### Arbitration

Any dispute between **you** and **us** which is not solved by the policy will be governed by the laws of England and Wales and shall be referred to a single arbitrator who shall either be a solicitor or barrister on whom **we** both agree. If **we** cannot agree, one will be nominated by the Law Society. If appropriate, the dispute will be resolved on the basis of written submissions. The costs of resolving the dispute will be met in full by the party against whom the decision is made. If the decision is not clearly made against either party, the arbitrator shall have the power to apportion costs.

### Fraud

**We** have the right to refuse to pay a claim or to void this insurance in its entirety if **you** make a claim which is in any respect false or fraudulent or **you** gave false or misleading information when applying for either this insurance or the **tenant reference**.

### Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

### Notices

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

### Cancellation

**We** hope **you** are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with **your** requirements, please return it to **your** insurance adviser within 14 days of issue and **we** will refund **your** premium provided **you** have not submitted a claim.

The **insurer** does not have to accept renewal of any insurance and may at any time cancel any insurance policy by sending 14 days' notice to the **policyholder** at their last known address. Provided the premium has been paid in full the **policyholder** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance. A charge may be imposed based upon the usage of any helpline service during this period.

We will only invoke this right in exceptional circumstances as a result of **you** behaving inappropriately, for example:

- a) if **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.

### Reasonable Care

**You** must not breach any of the conditions of the **tenancy agreement(s)** or any landlord/tenant legislation which could affect **your** claim under this policy and any legal charge affecting the **property**.

**You** must take all reasonable steps to prevent incidents that may give rise to a claim and to minimise the amount payable by **us**. This includes ensuring that following receipt of the **tenant reference**, it is reasonable to grant a **tenancy agreement** to the **tenant**.

**You** must act promptly to gain vacant possession of the **property** and recover **rent arrears**.

### Landlord Register

The landlord (or, where applicable, the **letting agent** on the landlord's behalf) must be registered on the national or local Private Rented Sector **Landlord Register** (or equivalent database/property portal) required by legislation in the jurisdiction where the **property** is situated. Cover will only operate whilst such registration remains in force.

### Rent in Advance

The landlord must not accept, and the policy will not respond in respect of, **rent** taken more than one month in advance of the period to which it relates.

### Statement of Terms

A **statement of terms** must be issued to the **tenant** in the prescribed form before, or on, the commencement date of the tenancy. Evidence of service must be produced upon request as a condition precedent to any claim.

### Acts of Parliament

Any reference to Acts of Parliament within this policy shall include an amending or replacing act and shall also include, if applicable, equivalent legislation in Scotland, Northern Ireland, the Channel Islands, the Isle of Man and under European law if applied in the United Kingdom.

This legal expenses cover 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 provides a benefit which did not previously exist.

### Law

This policy shall be governed by and construed in accordance with the law of England and Wales.

### Change of Law

If, after the Effective Date of this policy, any change in applicable law, regulation, directive, or order (including any change in the interpretation or enforcement thereof by any governmental authority or regulatory body) materially affects the **insurer's** ability to perform its obligations under this policy, or materially increases the cost of providing coverage hereunder:

1. The **insurer** shall notify the **policyholder** in writing as soon as reasonably practicable, setting out the nature of the change and its anticipated impact.
2. The **insurer** shall set out the modifications to the terms, conditions, or premium of this policy as may be necessary to reflect the effect of the change in law.
3. If the parties are unable to agree on appropriate modifications within 30 days of the **insurer's** notice, either party may terminate this policy upon written notice to the other, subject to:
  - (a) the return of unearned premium (pro rata) by the **insurer**; and
  - (b) the continued application of this policy to all claims arising prior to the effective date of termination.
4. Nothing in this clause shall require the **insurer** to act in a manner contrary to law or regulation.

## Privacy and Data Protection Notice

### 1. Data Protection

Auto Legal Protection Services are committed to protecting and respecting **your** privacy in accordance with the current **Data protection legislation** (“Legislation”). Below is a summary of the main ways in which **we** process **your** personal data, for more information please visit <https://www.alpsltd.co.uk/>

### 2. How We Use Your Personal Data and Who We Share It With

**We** may use the personal data **we** hold about **you** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **your** data to safeguard against fraud and money laundering and to meet **our** general legal or regulatory obligations.

### 3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **our** notice.

### 4. Disclosure of Your Personal Data

**We** may disclose **your** personal data to third parties involved in providing products or services to **us**, or to service providers who perform services on **our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

### 5. Your Rights

**You** have the right to ask **us** not to process **your** data for marketing purposes, to see a copy of the personal information **we** hold about **you**, to have **your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **us** to provide a copy of **your** data to any controller and to lodge a complaint with the local data protection authority.

### 6. Retention

**Your** data will not be retained for longer than is necessary and will be managed in accordance with **our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or **our** business relationship with **you**, unless **we** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **you** have any questions concerning **our** use of **your** personal data, please contact The Data Protection Officer, please see website for full address details.

## The Insurer’s Data Protection Notice

AmTrust Specialty Limited will keep **your** personal information safe and private. AmTrust follows all laws that protect **your** privacy. Under the laws, AmTrust is responsible for handling **your** personal information as Data Controller. Here is a simple explanation of how and why it does this. For more details visit the website at [www.amtrustinternational.com/dpn](http://www.amtrustinternational.com/dpn)

### What AmTrust does with your personal information

There are different reasons for using **your** information. AmTrust will need it to:

- give **you** this policy.
- contact **you** to ask if **you** want to continue with the policy.
- protect both **you** and AmTrust against fraud and money laundering.
- follow the law and any regulations that apply.

AmTrust might need **your** information:

- to run through its computer systems to see if it can offer **you** this policy.
- to help **you** if **you** have any queries or want to make a claim.
- to give **you** information, products, or services that **you** ask for.
- for research or statistics.

Some personal information is very private or sensitive. For example, information about **your** health or any criminal convictions **you** might have. AmTrust might need this kind of information to decide if it can offer **you** this policy, or to help **you** with a claim. It will only use this type of information for these specific reasons and will follow any rules that it has to.

AmTrust might need to share **your** information with companies and people who provide a service to it, or to **you** on its behalf. It will only do this if the law allows it to. This includes, for example:

- companies in the AmTrust group and people it works with.
- reinsurers, insurance brokers, insurance reference bureaus and agents.
- credit and fraud agencies.
- medical professionals.
- regulators, and anyone it might need to share the information with by law.

AmTrust might send **your** information outside the UK and European Economic Area for processing and storage. This can include to the USA and Israel. It makes sure that **your** information is stored safely and processed in line with the law and this notice.

**You** can ask AmTrust to:

- provide **you** with the information it has about **you**.
- restrict or stop processing **your** information in certain occasions.
- if there are any mistakes or updates, **you** can ask AmTrust to correct them.
- delete **your** information (although there are some things it cannot delete).
- give **your** information to someone else involved in **your** policy.
- not use **your** information for marketing.

If **you** think AmTrust has done something wrong with **your** information, **you** should speak to the local data protection authority.

AmTrust will:

- not keep **your** information longer than it needs to. This is usually up to 10 years after **your** policy ends.
- only keep **your** information longer than 10 years if there is a business or regulatory reason for doing so.

If **you** have questions about how AmTrust uses **your** information, contact its Data Protection Officer. The contact details are on the website - [www.amtrustinternational.com/dpn](http://www.amtrustinternational.com/dpn)

## Complaints Procedure

**We** are committed to providing **you** with the highest standard of service and customer care. **We** realise however, that there may be occasions when **you** feel that **you** did not receive the standard of service **you** expect.

**We** hope **you** will be completely happy with this insurance but if something does go wrong, **we** would like to know about it.

**We** will do **our** best to resolve the issue and make sure it doesn't happen again. This complaints procedure does not affect **your** statutory rights.

### Complaints about the Sale of this Insurance

If **you** have any concerns regarding the sale of this insurance, please contact **your** insurance broker.

### Complaints about the administration of this policy or a claim

Auto Legal Protection Service Limited (Alps) aim to give **our** insured a high level of service at all times. However, if **you** have a complaint about **your** policy please contact:

Alps, Sunnyside Mill, Highfield Road, Congleton, Cheshire CW12 3AQ.  
Telephone: 01260 241555  
Email: [complaints@alpsltd.co.uk](mailto:complaints@alpsltd.co.uk)

**We** will contact **you** and handle **your** complaint on **our** behalf. **We** will contact **you** within three working days of receiving **your** complaint to inform **you** of what action is being taken. **We** will try to resolve the problem and give **you** an answer within four weeks. If it will take longer than four weeks, **we** will tell **you** when **you** can expect an answer.

If **you** are unhappy with the response to **your** complaint, or **you** have not received a response within 8 weeks of the date **your** complaint was received, **you** may be eligible to refer **your** case to the Financial Ombudsman Service, who can review complaints from 'eligible complainants', but **you** must do so within 6 months of receiving a final response from the **insurers**, or from **us** on their behalf. Further information can be found at: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The Financial Ombudsman Service exists to help resolve complaints when the **insurer** has not been able to resolve matters to **your** satisfaction and the service **they** provide is free and impartial. Their contact details are as follows:

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landline) or 0300 123 9123 (Calls to this number cost no more than calls to 01 and 02 numbers.)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

This complaints procedure does not affect any legal right **you** have to take action against **us**.

### Compensation Scheme

**We** and the **insurers** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** or the **insurers** are unable to meet **our** obligations. **Your** entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/> or by telephoning 0800 678 1100.

### Authorisation

Auto Legal Protection Services Ltd Registered office. Sunnyside Mill, Highfield Road, Congleton, Cheshire, CW12 3AQ. Company number 3676991 is authorised and regulated by the Financial Conduct Authority, Firm Reference Number is 300906.

This can be checked on the Financial Services Register by visiting the website: [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

AmTrust Specialty Limited, Registered Office Exchequer Court, 33 St Mary Axe, London EC3A 8AA United Kingdom, 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. These details can be checked on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).