LANDLORDS LEGAL EXPENSES

Legal & Tax Helpline

You can use the helpline service to discuss any legal problem occurring within the United Kingdom, the Channel Islands and the Isle of Man, and arising during the period of this policy.

Specialist lawyers are at hand to help **You**. If **You** need a lawyer to act for **You** and **Your** problem is covered under this insurance, the advice line will ask **You** to complete a claim form. If **Your** problem is not covered under this insurance, the advice line may be able to offer **You** assistance under a private funding arrangement.

Simply telephone **0344 770 1044** and quote "**60360 – Landlord's Legal Expenses**".

To maintain an accurate record **Your** telephone call may be recorded.

POLICY WORDING

TERMS OF COVER

This insurance is underwritten by AmTrust Europe Limited and administered by Arc Legal Assistance Limited.

In the event of a valid claim under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless court proceedings are issued or a conflict of interest arises. Where it is necessary to start court proceedings or a conflict of interest arises and **You** want to use a legal representative of **Your** own choice, **Advisers' Costs** payable by **Us** are limited to no 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 Tenant Eviction and Pursuit of Rent Arrears where claims must be submitted within 45 days of the **Insured Event**. Notification will only be deemed to have been made upon receipt by **Us** of a fully completed claim form accompanied with all requested supporting documentation. Failure to notify the claim within this time will invalidate the insurance.

The insurance covers **Advisers' Costs** up to the **Maximum Amount Payable** where:-

a) The **Insured Event** takes place in the **Period of Insurance** and within the **Territorial Limits**

and

b) The **Legal Action** takes place in the **Territorial Limits.**

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 applicable to this section are contained under the 'Conditions' section below and should be read carefully. Two of the main conditions to this insurance are that:

Prospects of Success

There must be a 51% or greater chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not a 51% or greater chance of success then **We** may decline or discontinue support for **Your** case.

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 exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

Duty of Disclosure

Consumer

If this policy covers **You** as a private individual, unrelated to any trade, business or profession, **You** must take reasonable care to disclose correct information. The extent of the information **You** are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions **You** are asked when **You** took out this insurance.

Non-Consumer

If this policy covers **Your** business, trade or professional interests, **You** are responsible for disclosing, in a clear, accessible and comprehensive way, all information which you should be aware would influence the **Insurer's** decision to provide insurance to **You** on the terms agreed.

Suspension of Cover

If **You** breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The **Insurer** will have no liability to **You** for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

DEFINITIONS

Adviser	**Our** panel solicitor, their agents, or other appropriately qualified person, firm or company appointed by **Us** to act for **You.**
Advisers' Costs	Reasonable legal fees incurred by the **Adviser** up to the hourly rate shown in **Our** fee scale ruling at the time the **Adviser** is instructed and disbursements essential to **Your** case. Legal costs shall be assessed on the standard basis and third party's costs shall be covered if awarded against **You** and paid on the standard basis of assessment.
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**.
Dilapidations Inventory	A full and detailed inventory of **Your** contents and their condition within the **Insured Property** which has been signed by the **Tenant**.
Disclosure Breach	Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.
Guarantor	The individual or organisation assigned to the **Tenancy Agreement** that has received a **Tenant Reference** and provided a financial guarantee of the **Tenant's** performance of his obligations under the **Tenancy Agreement**.
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. 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.
Insured Property	The **Insured Property** shown in the Insurance schedule and declared to **Insurers**.
Insurers	AmTrust Europe Limited.
Legal Action	The pursuit of civil legal cases for damages or injunctions and the defence of criminal prosecutions.
Maximum Amount Payable	The maximum payable in respect of an **Insured Event**: **Tenant Eviction and Rent Arrears Pursuit:** £25,000 any one claim **Criminal Prosecution:** £25,000 any one claim **Squatters Eviction:** £25,000 any one claim
Period of Insurance	The **Period of Insurance** declared to and accepted by **Us,** which runs concurrently with the period of the underlying insurance policy to which this legal expenses insurance attaches. For the avoidance of doubt, 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
Tenancy Agreement	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 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 or if longer, must contain a break clause allowing both parties to terminate the tenancy after the first 12 months.
Tenancy Period	The period of the tenancy unless notice to terminate the tenancy was issued by the landlord or **Tenant** prior to 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 he/she can, solely or jointly with another **Tenant** or other **Tenants**, 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 **Tenants** or **Tenants** receiving any income or housing related government benefit, a full **Tenant Reference** showing a Pass on the **Tenant** and **Guarantor** must be obtained from **Our** approved **Tenant** Referencing Company. Details of these companies are available by referring to the Arc Legal website; http://www.arclegal.co.uk/informationcentre/approved-referencing-list.php.
Territorial Limits	The United Kingdom.
We/Us/Our	Arc Legal Assistance Limited who administer claims under this insurance on behalf of the **Insurers**.
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.

COVER

Tenant Eviction and Pursuit of Rent Arrears

What is insured

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

a) **Legal Action** against a **Tenant** or **Guarantor** to recover possession of the **Insured Property** where the **Tenant** fails to perform his obligations set out in the **Tenancy Agreement** relating to the rightful occupation of the **Insured Property**
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 insured:-
Claims

a) Where **You** fail to provide evidence that **You** successfully completed a **Tenant Reference** on the **Tenant** (and **Guarantor** if required) prior to the start of the **Tenancy Agreement** or where the **Tenancy Agreement** started more than 31 days after the **Tenant Reference**
b) Arising from or connected to **Your** performance of **Your** obligations under the **Tenancy Agreement**
c) Arising 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 rental 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

Criminal Prosecution

What is insured

You are covered for **Advisers' 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 insured:-
Claims
Arising from something **You** have done, knowing it to be wrongful or ignoring that possibility

Squatters Eviction

What is insured

You are covered to pursue a **Legal Action** to evict anyone who is not **Your Tenant** or ex-**Tenant** from the **Insured Property** and who has not got **Your** permission to be there. Please note, for England, Wales and Scotland, squatting is a criminal offence, therefore please contact the police in the first instance.

What is not insured
Claims where **You** failed to properly secure the **Insured Property.**

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 prejudices **Your** or the **Insurers** position in connection with the **Legal Action** or prolongs the length of the claim
   c) Arising from a dispute between **You** and **Your** agent or mortgage lender
   d) Where the **Insured Event** began to occur or had occurred before **You** purchased this insurance
   e) Where **You** should have realised when purchasing or renewing this insurance that a claim under this insurance might occur
   f) Where **You** have breached a condition of this insurance
   g) Where **Advisers' Costs** have not been agreed in advance or are above those for which **We** have given **Our** prior written approval
   h) 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 where claims must be submitted within 45 days of the **Insured Event**
   i) For **Advisers' Costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party
   j) For damages, interest, fines or costs awarded in criminal courts
   k) Where **You** have other legal expenses insurance cover
   l) For claims made by or against Benefits2U, the **Insurers**, the **Adviser** or **Us**
   m) For appeals without the prior written consent of **Us**
   n) 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**
   o) Where an estimate of **Your Advisers' Costs** of acting for **You** is more than the amount in dispute
   p) 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. **Contracts (Rights of Third Parties) Act 1999**

   A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

CONDITIONS

1. **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 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 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** may 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** reasonably require to decide whether a claim may 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 provide such information as **We** may require.
    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 require **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** shall supply all information requested 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.

2. Prospects of Success

At any time **We** may**,** but only when supported by independent legal advice, form the view that **You** do not have a 51% or greater chance of winning the case and achieving a positive outcome. If so, **We** may 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** may, 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 may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

5. Disclosure Breach

If **You** fail to disclose relevant information or **You** disclose false information in relation to this policy, **We**, or the broker, may:
a) Cancel the contract and keep the premiums if the **Disclosure Breach** is deliberate or reckless
b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **Disclosure Breach** been known
c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **Disclosure Breach** been known

d) Proportionately reduce the amount **You** are entitled to in the event of a successful claim if a higher premium would have been charged had the **Disclosure Breach** been known

6. Fraud

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

a) Will not be liable to pay the fraudulent claim
b) May recover any sums paid to **You** in respect of the fraudulent claim
c) May 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.

7. 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.

8. Cancellation

This cover is provided automatically as part of **Your** main insurance contract and cannot be cancelled in isolation. For details on how to cancel **Your** main insurance contract please contact **Your** insurance adviser.

We may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. No refund of premium shall be made. This right to cancel will only be invoked in exceptional circumstances as a result of **You** behaving inappropriately, for example:

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

9. English Law and Language

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

10. 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 provides a benefit which did not previously exist.

CUSTOMER SERVICES INFORMATION
HOW TO MAKE A CLAIM

Claims must be notified to the Claims Line within 180 days of the **Insured Event** other than in relation to sections of cover Tenant Eviction and Pursuit of Rent Arrears 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 nominate another solicitor to act for **You.**

You can use the helpline service to discuss any legal problem occurring within the United Kingdom, the Channel Islands and the Isle of Man, and arising during the period of this policy.

In general terms, **You** are required to immediately notify **Us** of any potential claim or circumstances which may give rise to a claim. If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, **You** should contact the legal advice line for assistance.

Claims Line
You should telephone **0344 770 1044** and quote "**60360 Landlords Legal Expenses"**

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

1. **Data Protection**
   Arc Legal Assistance 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 www.arclegalassistance.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.**

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
We are covered by the Financial Services Compensation Scheme (FSCS). If **We** fail to carry out **Our** responsibilities under this policy, **You** may 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 Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe 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.