



RSA Policy Breakdown

RSA Break Down:

Claims must be reported to **Us** within 45 days of the **Insured Event** and during the **Period of Insurance**. **(Page 1 of the policy wording)**

The first amount that **You** are required to pay towards any claim resulting from the same **Insured Event**.

Tenant Eviction: Nil Rent Protection: Nil

(Page 3 of the policy wording)

Insurers - Royal & Sun Alliance Insurance Ltd. (Page 4 of the policy wording)

The maximum payable in respect of an **Insured Event**:

Tenant Mediation and Eviction:

Mediation **Adviser Costs**: £330 Eviction **Adviser**

Costs: £25,000

Rent Protection:

Maximum Monthly **Rent**: £2,500

Maximum **Rent** payable: 12 Months or the end of the **Tenancy Period** whichever is the lesser. **(Page 4 of the policy wording)**

Tenant References

The identification of the **Tenant** must be verified using at **least one** of the following:

- (a) Full birth certificate;
- (b) Passport;
- (c) Driving licence;
- (d) National Insurance Number (if shown on other documents);
- (e) A residence permit or certificate/documentation issued by the Home Office and indicating permanent right of residence in the United Kingdom

A residence permit or certificate/documentation issued by the Home Office and indicating permanent right of residence in the United Kingdom

(Page 5 of the policy wording)

Deposit

An amount equal to **zero** or the sum of money or bond collected from the Tenant or applicable bond scheme 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. For the avoidance of doubt an amount equal to **zero is equivalent to no deposit**.

(Page 3 of the policy wording)

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**.

(Page 6 of the policy wording)

Conditions

1. Claims

- (a) **You** must report claims as soon as possible 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** may appoint an **Adviser** to conduct an independent mediation to reach settlement of the **Legal Action** and unpaid **Rent**. The **Adviser's Costs** for the mediation will be paid for by **Us**. **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. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. 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** or **Rent** that has been paid by **Insurers** under this insurance.

Claims

Claims must be notified within **45 days** of the **Insured Event**. **Failure to notify the claim within this time will invalidate the insurance cover.**

Making a claim

Claims should be submitted via **Our** interactive online claims portal available at:-

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

If **You** are unable to use the online claims portal, claim forms can also be obtained by telephone:-

0344 770 1079

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>
