



RENT PROTECTION

Including tenant
eviction insurance

PAYMENTSHIELD CONTACT INFORMATION

This policy is arranged by Paymentshield who can be contacted on the following details:



0345 6011 050



enquiries@paymentshield.co.uk



**Paymentshield Limited, PO Box 229,
Southport, PR9 9WU**

This Rent Protection with Tenant Eviction Insurance policy is arranged by Paymentshield. Paymentshield Limited (registered number 02728936) is a company registered in England and Wales at Paymentshield Limited, Southport Business Park, Wight Moss Way, Southport, PR8 4HQ. Authorised and regulated by the Financial Conduct Authority under Registration No. 312708. All of this information can be checked on the Financial Services Register by visiting www.fca.org.uk/register or by telephoning 0800 111 6768.



Please read this booklet carefully alongside your policy documents, to ensure that the cover provided meets your needs and expectations.

This Policy Booklet is also available in Braille and large print.



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Need to find something quickly?

Q: How much cover do I have?

A: Please see your Policy Certificate

Q: What number do I call if I need legal advice?

A: Call 0344 770 1044 and quote your policy reference number and Paymentsshield - Rent Protection with Tenant Eviction

Q: Can I make a claim online?

A: Yes you can. The web address can be found on page 16

ABOUT YOUR POLICY

Welcome to your Rent Protection with Tenant Eviction Insurance policy.

This policy gives **you** access to legal advice, and funding for legal representation and costs associated with court proceedings.

It can help cover the financial costs if **you** bring a legal action to gain possession of the **property** where a **tenant** is in breach of the **tenancy agreement**, and pays **rent** owed to **you** if a **tenant** defaults on their rent payments.

WHAT YOU NEED TO KNOW ABOUT YOUR RENT PROTECTION WITH TENANT EVICTION POLICY

Arc Legal Assistance Limited manages this policy on behalf of the **insurer**.

Your contract for this Rent Protection with Tenant Eviction Insurance policy is with the **insurer**.

We agree to provide cover in line with the terms, conditions and exclusions set out in this policy. **We** will pay **legal costs** and **rent**, up to the **claim limit** for each section of cover, if:

- a) an **insured event** starts during the **period of cover** and within the **territorial limits**
- b) the **insured event** leads to legal action that takes place within the **territorial limits**
- c) **you** have paid or agree to pay the premium for the **period of cover**
- d) **your** claim always has **reasonable prospects of success** and
- e) **you** reside in the UK.

Please take time to read this policy and make sure that the cover meets **your** needs.

If there is anything that is not clear, please contact the company that arranged this policy for **you**.

HELPLINE SERVICES



Call the legal helpline (24 hours a day, 7 days a week) on **0344 770 1044**

You can use this helpline during the **period of cover** to discuss any legal or taxation problem **you** might have under the laws of the United Kingdom, Channel Islands and Isle of Man. This includes areas of law not covered by this policy. **We** may record and monitor calls.

HOW TO MAKE A RENT PROTECTION WITH TENANT EVICTION CLAIM

As soon as **you** become aware of an incident or circumstances which might lead to a claim under this policy, **you** must call the legal helpline on **0344 770 1044** and quote '**Paymentshield - Rent Protection with Tenant Eviction**'.

A delay in telling **us** about an incident may have a negative impact on **our** ability to help **you**. This may include the potential of **your** claim being refused.

The legal helpline will provide legal advice and guidance and if required, ask **you** to provide claim details by visiting <https://claims.arclegal.co.uk>. Alternatively, they can send **you** a claim form.

We will arrange an assessment of the claim to check it has **reasonable prospects of success** and meets all other policy terms and conditions.

If **we** accept the claim, **we** will appoint an **adviser** to deal with it.

If the incident is not covered by this policy, the legal helpline can continue to give **you** telephone-based advice.

RENT PROTECTION CLAIMS

Rent Protection claims are conditional upon **you** pursuing a valid claim for **tenant** eviction under the 'TENANT, MEDIATION and EVICTION' section of cover.

Claims must be submitted to **us** at **your** own expense, with all supporting documentation, within 60 days of the **rent** being overdue.

Claims reported between 31 and 60 days of the **rent** being overdue are subject to a **late reporting excess** equal to the amount of one month's **rent**.

Any claims reported to **us** after 60 days of the **rent** being overdue are not covered and will be declined.

DEFINITIONS - RENT PROTECTION WITH TENANT EVICTION

Where the following words appear in bold in this policy, they have these special meanings.

Adviser	The lawyer or law firm, mediator, accountant, or other qualified professional adviser we appoint to act for you.
Claim limit	<p>The most we will pay for each insured event. This includes VAT. Each section of cover shows the claim limit that applies.</p> <p>For the purposes of the claim limit: All causes, actions, incidents or events that are related by cause or time will create a single insured event.</p>
Conflict of interest	<p>A situation when you have a dispute with a person who:</p> <ul style="list-style-type: none">• also has legal expenses insurance with us, and• started their claim with us before you did.
Deposit	<p>A monetary deposit The sum of money collected from the tenant in cash or cleared funds and held in accordance with the Housing Act 2004 in respect of a tenancy agreement to which it applies; or</p> <p>A deposit indemnity Any arrangement you have entered into for a deposit indemnity for losses you incur and that arise from the tenant failing to perform their obligations as set out in the tenancy agreement.</p>
Excess	The first amount that you have to pay (or we may deduct from any payments made to you), towards any claim reported between 31 and 60 days after the insured event .
Guarantor	A person or organisation responsible for discharging the tenant's obligations under the tenancy agreement if the tenant fails to do so.
Insured event	The incident (or the start of a transaction, or series of incidents), which might lead to a claim (or claims) being made under the terms of this policy.
Inventory	A full and detailed check-list of the property and the landlord's contents within the property , noting their condition.
Insurer	AmTrust Specialty Limited.

Legal costs

These are:

- **adviser's** fees up to £130 an hour plus VAT
- expenses incurred by the **adviser** (for example, expert report fees, barristers' fees. These are sometimes called 'disbursements').
- adverse costs (these are the other side's legal costs which a court or other authority says that you have to pay).

Mediation

All forms of alternative dispute resolution which are not legally binding. For example: negotiation, conciliation.

Period of cover

The period of time for which this policy is in force, as shown in **your Policy Certificate**.

Policy certificate

The certificate provided in connection with this policy which outlines the cover provided, including reference to the **property**.

Property

The residential property as shown in **your Policy Certificate** and named in the **tenancy agreement**.

Reasonable prospects of success

There is a 51% or greater chance of winning the legal action and getting a positive outcome. A positive outcome is:

- obtaining and enforcing any judgment when seeking damages, compensation or an injunction
- successfully defending a contract or civil dispute in its entirety
- successfully defending a criminal prosecution if **you** plead not guilty
- reducing any sentence or fine received in a criminal prosecution if **you** plead guilty
- being successful in **your** appeal against a decision

All legal actions are subject to proportionality - **we** can only cover claims if the potential financial benefit to **you** is likely to be greater than the **adviser's** fees and expenses involved.

Rent

The lesser of:

- the monthly amount payable as set out in the **tenancy agreement**
- the monthly rental amount shown in the schedule

Tenancy agreement

An agreement between the landlord and the **tenant** in relation to the **property** which is:

- an assured periodic tenancy in accordance with Part 1 of the Renters' Rights Act 2025, as amended from Section 5 of the Housing Act 1988 (as amended) or
- the Housing (Scotland) Act 1988 or a private residential tenancy (as defined in the Private Housing (Tenancies) (Scotland) Act 2016); or
- the Private Tenancies (Northern Ireland) Order 2006; or
- a standard occupation contract under the Renting Homes (Wales) Act 2016 or
- a company residential tenancy (company let) created after 28 February 1997 where the **tenant** is a public limited company (plc) or limited company (Ltd) and the **property** is let purely for residential purposes of the **tenant's** employees and their family

Tenant

The occupier of the **property** named in the **tenancy agreement** as the 'tenant' and any **guarantor**.

For company residential lets

If the named 'tenant' is a company under a company residential let, the term 'tenant' includes the company itself and any employee of that company who is authorised by the company, to live at the **property**.

If the **tenant** fails to meet their obligations; the **guarantor** becomes responsible for the duties, debts and promises that the **tenant** has not met.

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
- an employer's written confirmation of their permanent and current employment, and
- that their gross monthly salary is at least a multiple of 2.5 of the rent and
- they have a permanent 'right to rent' in England or the 'right to reside' in the **territorial limits**

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** or **guarantor** must be obtained from one of the approved tenant referencing providers listed on the Arc Legal website; <https://claims.arclegal.co.uk/info/approved-tenant-referencing-providers>.

Territorial limits The United Kingdom.

We/our/us Arc Legal Assistance Limited on behalf of the **insurer**.

You/your

For landlords, the person(s) or registered company who:

- has taken out this policy, and
- paid the premium, and
- is named in the **tenancy agreement** as the 'landlord', and
- is named as the 'insured' or 'policyholder' in the **policy certificate**, and
- is the legally registered owner of the **property** or
- has the legal right to let the **property**

If the landlord is a person, if they die, **we** will cover their personal representatives to take legal action on their behalf in respect of cases that arose before the landlord's death; or

For letting agents, the registered company who:

- has taken out this policy, and
- paid the premium, and
- is named as the 'insured' or 'policyholder' in the **Policy Certificate**, and
- is responsible for the **property** on behalf of the landlord

RENT PROTECTION

What is covered Claim limit - refer to your Policy Certificate

Part A

Rent arrears during the **period of cover** until **you** regain vacant possession of the **property** while **you** are pursuing a valid claim for **tenant** eviction under the 'TENANT MEDIATION AND EVICTION' section of cover.

Conditions

Claims under this section are only covered if:

- a) **you** have met all requirements under 'CLAIMS TERMS, CONDITIONS AND PROCEDURES'
- b) the amount owed in **rent** arrears is more than the amount of the remaining **deposit** after any repair costs are deducted
- c) **you** report to **us** all offers to settle **rent** arrears

You must also accept the outcome and **our** decision regarding any reasonable settlement offers. If **you** do not, **we** can withdraw all cover with immediate effect and not make any further payments.

Part B

When **you** have regained vacant possession and if the **property** needs repairs to allow it to be re-let, **we** will pay up to 50% of the **rent** during the **period of cover** for:

- three months, or
- until the **property** is re-let, whichever happens sooner

What is NOT covered

1. Claims:

- if the rent is not 30 days in arrears from the due date as set out in the tenancy agreement
- reported after 60 days from the due date as set out in the tenancy agreement

2. **We** will not pay Interest on **rent** arrears or any deferred payments

3. Any **excess**

If **you** do not accept **our** decision regarding any reasonable settlement offers under 'RENT PROTECTION PART A' section of cover.

CONDITIONS

HOUSING BENEFIT

If the **tenant** applies for housing benefit or Universal Credit, **we** will not make a rent claim payment until the outcome of the application is known.

If the application is rejected, **we** will pay **your** rent claim payment and backdate it to the date that **you** could first claim.

You must provide **us** proof of the outcome of the housing benefit or Universal Credit application before **we** can pay **your** rent protection claim.

PAYMENT PROCESS

We pay **rent** arrears claim payments 1/30th of the **rent** for each day **you** are owed, as follows:

Interim monthly payments

We pay monthly in arrears after deduction of any **excess**.

We will give **you** a rent statement showing for example: what **you** are owed, and what **we** have paid.

We will send **you** a 'continuation claim form' monthly, for **you** to complete and return for any further payments.

Final payment

Once **you** have gained vacant possession, **we** will provide an updated rent statement showing:

- the total of **rent** due
- less any **excess**
- less any remaining **deposit** amount
- less any amounts already paid to **you** (from either the **tenant** or interim monthly payments)

to reach the final settlement figure

If there are any dilapidations (repairs) required to the **property**, **we** will pay back up to any remaining **deposit** amount less any **excess**. **We** will need to see evidence of the cost of repairs.

If, after deduction of any **excess**, the final settlement figure is less than the amount of the **deposit**, **you** must pay **us** back the difference.

RECOVERIES

We will keep any money **we** recover from the **tenant** or **guarantor** to reimburse **us** for **rent** payments made to **you**.

TENANT EVICTION

TENANT MEDIATION AND EVICTION

What is covered Claim limit - refer to your Policy Certificate

Legal costs to gain possession of the **property** where a **tenant** is in breach of the **tenancy agreement** by:

- a) **mediation** with the **tenant**; or if necessary
- b) bringing a civil case for eviction

Condition

Cover is subject to all requirements of points 1 & 2 of the 'GENERAL TERMS AND CONDITIONS', on page 19, being met.

What is NOT covered

Claims:

- relating to the payment or non-payment of service charges as defined within the Landlord and Tenant Act 1985
- if the eviction of the **tenant** is dealt with by a notice issued by the Home Office
- in relation to any occupant of the **property** over the age of 18, other than the **tenant**

GENERAL EXCLUSIONS

These general exclusions apply to all sections of cover under this rent protection with tenant eviction insurance.

1. There is no cover if:

- a) the **insured event** started before this policy began
- b) when **you** bought this policy, **you** knew or should have known that the circumstances leading to a claim under this insurance already existed

2. There is no cover if:

- a) any claim where **reasonable prospects of success** do not exist
- b) fines, penalties or any damages that **you** have to pay as a result of legal action
- c) any allegation against **you**, that involves malicious falsehood or defamation
- d) claims for loss or damage if that loss or damage is insured under any other class of insurance (which is not legal expenses insurance)
- e) claims made by, or against, the company that arranged this insurance for **you**, the **insurer**, the **adviser** or **us**
- f) any costs incurred before **we** accept the claim
- g) **legal costs** or any other costs and expenses incurred which **we** have not agreed in advance or are more than **we** have approved in writing
- h) any claim **you** make which is false or fraudulent or exaggerated
- i) defending legal actions that result from anything **you** did deliberately or recklessly
- j) any claims brought under a group litigation order or equivalent procedure, or as a standalone claim with multiple beneficiaries
- k) disputes between the **adviser** and any other party which is only about the level of **adviser's** fees

- l) 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.

- m) 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.

3. There is no cover for any claim directly or indirectly that arises from:

- a) a dispute between **you** and someone **you** live with or have lived with
- b) a judicial review
- c) defending or pursuing new areas of law or test cases

4. Cyber attack

We will not pay for any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program malicious code, computer virus or process or any other electronic system.

This exclusion will not apply to any section of cover, which allows for **legal costs** resulting from a cyber-attack.

5. Sanctions

We do 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 AmTrust Specialty Limited, or any company in the AmTrust 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.

6. War, terrorism and nuclear risks

A claim caused by, contributed to by, or arising from:

- a) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined by law in the United Kingdom
- b) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
- c) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it

CLAIMS TERMS, CONDITIONS AND PROCEDURES

TELLING US ABOUT A CLAIM

As soon as **you** become aware of an incident or circumstances which might lead to a claim under this policy, **you** must call the legal helpline on **0344 770 1044**.

A delay in telling **us** about an incident may have a negative impact on **our** ability to help **you**. This may include the potential of **your** claim being refused.

You must give **us**, at **your** own expense, all the information **we** need to assess **your** claim.

We will arrange an assessment of the claim to check it has **reasonable prospects of success** and meets all other policy terms and conditions.

If **we** accept the claim, **we** will appoint an **adviser** to deal with it.

IF A RENT PAYMENT IS OVERDUE

You must follow these steps to try and reach a fair and timely resolution before **we** consider a claim.

However, **you** should still report the claim as soon as **you** become aware that **you** haven't received the **rent**.

To help both **you** and **us** understand the reason for the overdue **rent** payment **you** must:

- a) contact both the **tenant** and any **guarantor** within seven (7) days of the **rent** being due
- b) if the **rent** is still not paid, contact the **tenant** and **guarantor** again after a further seven (7) days
- c) if there is still no response from the **tenant** or **guarantor** after a further seven (7) days, and it is lawful to do so, serve a formal notice of **your** intention to inspect the **property**
- d) carry out the visit to the **property** within the minimum notice period allowed in the **tenancy agreement**

Note: All contact with the **tenant** or **guarantor** should be recorded. If contact is made by telephone, **you** should follow up with a text message.

If you are ever unsure about your legal rights or responsibilities during this process, you must seek legal advice from the legal helpline.

RENT PROTECTION CLAIMS

Rent protection claims are conditional upon **you** pursuing a valid claim for **tenant** eviction under the 'TENANT, MEDIATION AND EVICTION' section of cover.

Claims must be submitted to **us** at **your** own expense, with all supporting documentation, within 60 days of the **rent** being overdue.

Claims reported between 31 and 60 days of the **rent** being overdue are subject to an **excess** equal to the amount of one month's **rent**.

Any claims reported to **us** after 60 days of the **rent** being overdue are not covered and will be declined.

FREEDOM TO CHOOSE

YOUR OWN ADVISER

This does not apply to any claim that includes an element of rent protection

If the claim:

- reaches the point that court proceedings need to start, or
 - there is a **conflict of interest**,
- you** can choose a suitably qualified lawyer or law firm, accountant or other qualified adviser.

You must tell **us** their name and address, so **we** can consider **your** request to appoint them as the **adviser**.

Your chosen adviser must agree to **our** terms of appointment (which **we** will send to them).

If they do not agree to **our** terms of appointment, **we** will not appoint them. If this happens, **you** can still choose a different adviser.

The most **we** will pay for **adviser's** fees is £130 an hour plus VAT.

You will be responsible for any **adviser's** fees that are over £130 an hour plus VAT.

If a claim is in progress and **your** chosen **adviser** no longer complies with **our** terms of appointment, **we** will withdraw cover or appoint a different **adviser** to continue **your** claim.

PROPORTIONALITY

If **we** or the **adviser** consider that the **adviser's** fees and expenses will be more than **you** can recover in a successful outcome, **we** can decline **your** claim or withdraw cover for it.

We can only cover claims if the potential financial benefit to **you** is likely to be greater than the **adviser's** fees and expenses involved. If **we** or **your adviser** estimate these costs will be more than the amount **you** could potentially gain, **we** can decline **your** claim or stop cover for it. For example, **we** will not pay the **adviser's** fees and expenses that are more than the amount:

- of damages that **you** are claiming in the legal action
- a fine is likely to be significantly reduced if **you** plead guilty to a criminal prosecution

YOUR RESPONSIBILITIES

Once **we** have appointed an **adviser**:

- a) **we** will only pay for **legal costs** for work undertaken while there are **reasonable prospects of success** and that **we** have expressly authorised in writing
- b) **you** must supply all information that **we** and the **adviser** ask for, and keep the **adviser** updated with progress of the claim and always cooperate with them
- c) if **you** withdraw from the legal action without **our** agreement, **you** will have to:
 - pay all **legal costs** and
 - reimburse **us** for any **legal costs** **we** have already paid for this claim
- d) **you** must instruct the **adviser** to give **us** all information that **we** ask for and report to **us** as **we** direct at their own cost
- e) if **we** or **your adviser** ask **you** to, **you** and **your** agent must attend any; tribunal, arbitration, **mediation**, regulatory proceedings or court hearing in relation to an **insured event**. **You** must also accept the outcome and **our** decision regarding any reasonable settlement offers. If **you** do not, **we** can withdraw all cover with immediate effect and not make any further payments

OTHER INSURANCES

If **you** have another insurance policy that would also cover **your** claim, **we** only have to pay **our** share of the claim.

So that **we** can recover any money that is more than **our** share of the claim, **you** must:

- tell **us** that **you** have the other insurance policy, and
- give **us** full details of it, and

let **us** take all necessary steps to enforce it in **your** name.

SUBROGATION

If **you** make a claim on this policy and **you** have rights that **you** can enforce against someone else, **you** must:

- take all necessary steps to enforce those rights for **our** benefit, or
- let **us** take those steps in **your** name

This is so that if the other person is liable to pay towards the claim, **we** can recover any money that **we** have paid or might have to pay.

You must also let **us**, in **your** name, take over, conduct, defend and settle any claim against **you** that **we** may be liable for.

Doing this will not affect **your** claim with **us**. If there are any costs for taking these steps, **we** will pay them.

GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to all sections of cover of this policy unless stated otherwise. **You** must comply with them for this policy to remain in full force and effect.

1. Residency

For this policy to be valid, **you** must be located within the United Kingdom, Channel Islands or Isle of Man.

2. There is no cover if:

- a) the **insured event** occurs within the first 90 days of the **period of cover**, if the **tenancy agreement** started before the **period of cover**.

This condition does not apply if:

- comparable cover was held before the start of the **tenancy agreement** and
- there has been no break in cover

- b) **you** do not comply with all laws and regulations relating to renting out the **property**
- c) **you** cannot provide proof that **you** completed a **tenant reference** before the start of the **tenancy agreement**, or if the tenancy agreement started more than 31 days after the **tenant reference**
- d) the landlord does not perform their obligations under the terms of the **tenancy agreement**
- e) the **property** is not solely residential
- f) the **tenant** or **guarantor** is under 18 years of age
- g) **you** have allowed the **tenant** into possession of the **property** before:
- a **tenant reference** has been obtained
 - the **tenancy agreement** has been signed by all parties
 - an **inventory** has been signed by all parties

- the **deposit** has been received or secured. This must be equal to or more than one month's **rent**
- **you** have not kept 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 this insurance have been met

- h) the landlord does not have the correct type of mortgage or permission from their lender to let the **property**
- i) **you** gave any false or misleading information when **you** applied for a **tenant reference**
- j) **tenant reference** was subject to a **guarantor** and
- the **guarantor** was not correctly assigned to the **tenancy agreement**, or
 - there is no legally binding deed of guarantee in place

3. Disclosures

Part A - private individuals

You must give us the information we ask for

We rely on the information **you** have provided to the company that arranged this policy for **you**. **You** must take care to give full and accurate answers to any questions they ask. This applies when **you** buy a policy or make changes to it. If **you** don't give them full and accurate answers, this can affect **your** cover and **we** can:

- cancel the policy and refuse to pay any claim, or
- not pay a claim in full

We will write to **you** if **we**:

- plan to cancel the policy, or
- need to change the policy terms, or
- need **you** to pay more for the policy

If **you** realise that **you** have given answers that are not full or accurate, **you** must tell **us**.

Part B - If the policy is for a partnership, a sole trader, a limited company or other legal person

The information we need to know

We need to understand the risk that **we** are going to insure. By law the person buying the policy has to do what they can to help **us** assess that risk. They need to do this before the policy starts, at each renewal and when they make any changes.

This means they must:

- a) tell **us** all material facts which they know or should know
- b) tell **us** in a way that is clear and easy to understand
- c) be honest and make sure that what they tell **us** is correct

A 'material fact' is information that would help **us** decide:

- whether to offer the policy or not and, if so,
- the terms of that policy.

This means:

- a) if the policy is for a person - for example a sole trader or individual partner - **we** need to know:
 - what they know and what anybody who arranges this policy knows
 - what a reasonable search of the information available to **them** should show
- b) if the policy is not for a person but an organisation, for example, a limited company or partnership, **we** need to know:
 - what senior managers know. These are the people who have a significant role in making decisions about running the organisation or how it is set up
 - what anybody who is responsible for buying this policy knows
 - what a reasonable search of the available information should show. This may be within the organisation (for example with subsidiaries, affiliates, the broker or anyone else the policy will cover). A reasonable search could include making enquiries, but other methods may also be reasonable

Whoever the policy is for, for example subsidiaries, affiliates (or anyone else), the enquiries must include them. If the enquiries do not include them, **we** need to know this.

Important information

If **we** do not have all the material facts before the policy starts or when there is a change to the policy, there are a number of possible outcomes. These depend on why **we** don't have all those facts. If the reason the person buying the policy didn't give **us** the material facts:

- **was deliberate or reckless,**
 - **we** can cancel the policy. **We** do not have to pay any claims, and **we** can keep all the premiums **we** have received
- **was not deliberate and not reckless, but if we had known the material facts, we would not have accepted the policy on any terms,**
 - **we** can cancel the policy and do not have to pay any claims, but in that case, **we** will refund the premium
- **was not deliberate and not reckless, but if we had known the material facts, we would have applied different terms to the policy,**
 - **we** can add those different terms with effect from the start date (or the date of the change to the policy)
- **was not deliberate and not reckless, but if we had known the material facts, the premium would be higher,**
 - **we** will pay any claim as a proportion of the premium that **we** charged compared to the higher premium that **we** would have charged

For example: **we** didn't know all the material facts and charged a premium of £20. If **we** had known all the material facts, the premium would have been £40. So, the premium is half what it should be. This means that for any claim that **we** receive, **we** will work out what to pay and then pay half. So, if **we** received a valid claim for £200, **we** would pay half of that, which is £100.

4. Fraud

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

- a) will not have to pay the fraudulent claim
- b) can recover any sums from **you** which **we** have paid to **you** or the **adviser**
- c) can cancel this policy with effect from the date of the fraudulent act and keep all premiums paid
- d) will no longer be liable to **you** in any regard after the fraudulent act

5. Cancellation

Your right to cancel

You can cancel this cover at any time by giving 14 days' notice to the company that arranged this policy for **you**.

If **you** cancel within 14 days of:

- buying this policy, or
- receiving the policy documents (if this happens later),

we will refund the premium in full provided **you** have not made a claim, and do not intend to make a claim.

If **you** cancel after the first 14 days, **we** will refund the premium for what is left of the **period of cover** provided **you** have not made a claim, and do not intend to make, a claim.

Our right to cancel

We will only do this in exceptional circumstances, for example:

- a) **We** reasonably suspect fraud
- b) **You** use threatening or abusive behaviour or language or try to intimidate or bully any of our staff or suppliers
- c) **We** find that **you**, deliberately or recklessly, gave **us** false information or did not tell **us** important information

We will give **you** 14 days' notice in writing. **We** will send the notice to the latest address **we** have for **you**. If **you** have not made, and do not intend to make a claim under this policy, **we** will refund any premium **you** have paid for what is left of the **period of cover**.

Insolvency, liquidation or bankruptcy

You must tell **us** if **you**:

- become insolvent, go into liquidation, administration, receivership or bankruptcy, or
- enter into a voluntary or deed arrangement, or
- if legal proceedings start for any of these situations

We will cancel the policy straight away because **you** will no longer have control to make decisions about **your** finances.

If **you** have an ongoing claim, **you** no longer have control to make decisions about the claim. **We** will pay the claim up until the date **we** cancel the policy, but the claim will end on that date.

If **you** have not made a claim, **we** will refund any premium **you** have paid for what is left of the **period of cover**.

6. English law and language

If there is a dispute about or in connection with this policy:

- the laws of England and Wales will apply to the dispute
- only the courts of England can decide the outcome of the dispute

All contract terms and communication will be in English.

7. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this insurance 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.

8. Change in law

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

9. Acts of Parliament

If **we** refer to any:

- law or regulation,
- statutory or regulatory authority, or
- competent judicial or quasi-judicial body

this will include its equivalent in the rest of the **territorial limits**, and any law, regulation, authority or body that supersedes it.

NOTICES

PRIVACY AND DATA PROTECTION NOTICE

(For the purpose of this privacy and data protection notice only, 'we' means Arc Legal Assistance and the **insurer**).

DATA PROTECTION

We are committed to protecting and respecting **your** privacy in accordance with the current data protection legislation. Below is a summary of the main ways in which **we** process **your** personal data, for more information please visit <https://www.arclegal.co.uk/privacy-policy/> or AmTrust's website at <https://amtrustinternational.com/dpn>

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.

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** privacy statement, which is available to view on the website address detailed above.

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.

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.

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 websites for full address details.

HOW TO MAKE A COMPLAINT

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**:



Arc Legal Assistance Ltd, PO Box 8921, Colchester, CO4 5YD



01206 615000



customerservice@arclegal.co.uk

We will confirm within five working days, that **we** have received the complaint.

Within four weeks **you** will receive either a final response or an explanation of why the complaint has not been resolved and an indication of when **you** will receive a final response.

Within eight weeks **you** will receive a final response or, if this is not possible, a reason for the delay and an indication of when **you** will receive a final response.

You may be able to take the complaint to the Financial Ombudsman Service (FOS), if **you**:

- are not happy with the final response to **your** complaint, or
- have not received a response within eight weeks of the date **you** made the complaint,

but **you** must do this within six months.

The FOS contact details are:



Financial Ombudsman Service,
Exchange Tower, London, E14 9SR



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).



complaint.info@financial-ombudsman.org.uk

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

The **insurer** is covered by the FSCS. **You** may be able to get compensation from the FSCS if the **insurer** goes out of business and can't meet its commitments under this contract. This might, for example, be a claim that it cannot pay, or a refund it owes **you**. **You** can get more details from:



Financial Services Compensation Scheme, PO Box 300,
Mitcheldean, GL17 1DY



0800 678 1100 (calls are free) or
020 7741 4100



www.fscs.org.uk

THE INSURER AND THE ADMINISTRATOR

AmTrust Specialty Limited is the insurer of this policy. It is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Its financial services reference number is 202189.

Registered in England & Wales under company number 01229676.

Its registered office is at:



Exchequer Court, 33 St Mary
Axe, London, EC3A 8AA, United
Kingdom

Arc Legal Assistance Limited arranges and is the administrator of this policy. It is authorised and regulated by the Financial Conduct Authority. Its financial services reference number is 305958.

Registered in England & Wales under company number 04672894.

Its registered office is at:



The Gatehouse, Lodge Park, Lodge
Lane, Colchester, Essex, CO4 5NE

To check these details on the Financial Services Register, visit the website www.fca.org.uk/register or call the Financial Conduct Authority on 0800 111 6768.

A GUIDE TO DIRECT DEBIT PAYMENTS

(this section does not form part of the policy conditions)

The premium for **your policy** is collected by monthly Direct Debit from **your** bank account.

We can accept **your** instruction in one of the following ways:

- From a signed Direct Debit mandate
- From a telephone instruction **you** have given us
- Electronically (if collected by **your** intermediary) or through the internet



THE DIRECT DEBIT GUARANTEE

- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of **your** Direct Debit, Paymentsshield Limited will notify **you** 10 working days in advance of **your** account being debited or as otherwise agreed. If **you** request Paymentsshield Limited to collect a payment, confirmation of the amount and date will be given to **you** at the time of the request.
- If an error is made in the payment of **your** Direct Debit, by Paymentsshield Limited or **your** bank or building society, **you** are entitled to a full and immediate refund of the amount paid from **your** bank or building society.
- If **you** receive a refund **you** are not entitled to, **you** must pay it back when Paymentsshield Limited asks **you** to.

You can cancel a Direct Debit at any time by simply contacting **your** bank or building society. Written confirmation may be required. Please also notify **us**.

PAYMENTSHIELD FAIR PROCESSING NOTICE

HOW WE USE YOUR INFORMATION

Paymentshield (part of the Markerstudy Group) are the data controller of the information **you** provide us and is registered with the Information Commissioner's Office. It is important that **you** understand how Paymentshield, as a data controller, use **your** personal data, this section provides **you** with some basic privacy information. For full details on how Paymentshield use **your** personal data and what rights **you** have please visit our website www.paymentshield.co.uk, where you'll find a link to the Privacy Notice at the bottom of the page.

You can also request a copy of the Paymentshield privacy notice by contacting our data protection officer, or if **you** would like to know more about the Markerstudy Group please visit www.markerstudygroup.com/about-us or go to www.markerstudygroup.com/who-we-are/our-brands/ for details of other brands in the Markerstudy Group.

SUPPORTING YOUR NEEDS

Paymentshield collect and share information about **you** and **your** personal circumstances to identify and support **your** customer needs and to ensure we meet our regulatory responsibilities. This data may include special category data that assists Paymentshield in identifying and providing additional support and assistance if needed, for example providing documents in an alternative format.

FRAUD PREVENTION AND DETECTION

Paymentshield carry out fraud checks on our customers to prevent fraud and to help us make decisions about providing, pricing and administering insurance. When Paymentshield carry out these checks, we will search against fraud detection databases. Paymentshield may pass details about **you** to some of these databases. Law enforcement agencies, financial service providers, fraud prevention agencies, police and other organisations may also access these databases.

CREDIT SEARCHES

Credit reference agencies are companies that collect, record and monitor people's credit history. Paymentshield may share information with credit reference agencies to assess applications, verify **your** identity and address and to obtain information about historic payment behaviour.

Paymentshield do this to help us to prevent fraud and carry out risk profiling, which allows us to calculate affordability, product suitability and creditworthiness. The credit reference agency partner with will be a data controller in their own right.

YOUR RIGHTS AS A DATA SUBJECT

Under data protection laws, **you** have certain rights, if **you** would like to exercise any of **your** rights, please contact our data protection officer.

DATA PROTECTION OFFICER

If **you** have any questions about how we use **your** data, please contact our data protection officer at:



Data Protection Officer
Markerstudy Insurance Services
Limited, 45 Westerham Road
Sevenoaks, Kent, TN13 2QB



dataprotection@markerstudy.com

You have the right to complain to the Information Commissioner's Office, which regulates data protection compliance.

You can find more information by visiting their website www.ico.org.uk

paymentshield.co.uk

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