



TENANTS
LIABILITY
INSURANCE

Hello

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.



CONTENTS

Policy wording	5
General definitions	8
Cover	10
Tenant's legal expenses cover definitions	13
Tenant's legal expenses cover	15
General conditions applicable to legal expenses	19
General exclusions applicable to legal expenses	21
Legal advice helpline	23
Paymentshield fair processing notice	24
Collinson Insurance privacy notice	25

This Tenant's Liability Insurance policy is administered by Paymentshield, arranged on **your** behalf by Property Guard and is underwritten by Collinson Insurance.

The tenant's legal expenses section of your policy is administered by Paymentshield, arranged on your behalf by Arc Legal Assistance Ltd ('Arc Legal').

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.

Property Guard is a trading name of Motorplus Limited (registered number 03092837) which is a company registered at Speed Medical House, Matrix Park, Chorley, Lancashire, PR7 7NA. Authorised and regulated by the Financial Conduct Authority.

The following policy wording is a contract between **you** and the **insurer**.

POLICY WORDING

IMPORTANT INFORMATION

Consumer Insurance Act

You are required by the provision of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- supply accurate and complete answers to all the questions Paymentsshield may ask as part of **your** application for cover under the policy;
- make sure that all information supplied as part of **your** application for cover is true and correct;
- tell Paymentsshield of any changes to the answers **you** have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions Paymentsshield asks when **you** take out, make changes to, and renew **your** policy. If any information **you** provide is not complete and accurate, this may mean **your** policy is invalid and that it does not operate in the event of a claim, or **we** may not pay any claim in full.

This policy must be read together with **your** policy documents. This *Policy Booklet*, **your** *Statement of Fact* and *Policy Certificate* together form **your** contract of insurance.

This cover is provided to **you** in return for payment of the premium.

HOW TO MAKE A CLAIM

In the event of a claim, please contact **us**, within 60 days from the date of the **event** **you** are looking to claim for, giving as much information as **you** can about what has happened.

If **your** claim relates to the tenant's liability section of **your** cover:



Property Guard
Norfolk Tower
Floor 2
48-52 Surrey Street
Norwich
NR1 3PA



0333 241 3369



claims@coplus.co.uk



<https://tenantsliability.coplus.co.uk>

If **your** claim relates to the tenant's legal expenses section of **your** cover:



Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5NE



0333 234 3478

HOW TO MAKE A COMPLAINT

We hope that **you** are completely happy with this policy and the service that **you** receive, however if **you** do have any reason **you** are not please contact **your** agent in the first instance if the complaint relates to the sale of this policy.

If the general administration of **your** policy has not met **your** expectations, **you** should contact the Paymentsshield customer services team at:



Paymentsshield Limited
PO Box 229
Southport
PR9 9WU



0345 6011 050

If **your** complaint relates to a tenant's liability claim, please contact **us** at:



Quality Assurance Manager
Property Guard
Norfolk Tower
Floor 2
48-52 Surrey Street
Norwich
NR1 3PA



0333 241 3369



qualityteam@coplus.co.uk

We will respond to **your** complaint within eight weeks of receiving it. **Our** response will be **our** final decision based on the information provided. If there's a delay in **our** investigations, **we**'ll explain the reason and give **you** an estimated timeframe for reaching a decision.

If **your** complaint relates to a legal expenses claim, please contact:



Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5NE



01206 615 000



customerservice@arclegal.co.uk

If, for any reason, **you**'re still not happy or haven't received a final answer within eight weeks, **you** have the right to escalate **your** complaint to an independent authority called the Financial Ombudsman Service (FOS). **You** can contact them using the details below:



The Financial Ombudsman Service
Exchange Tower
London
E14 9SR



0800 023 4567 (free for people
calling from a landline) or
0300 1239 123



complaint.info@financial-
ombudsman.org.uk



www.financial-ombudsman.org.uk

Following this complaints procedure does not stop **you** from taking legal action.

OUR REGULATOR AND INSURER

The Tenant's Liability Insurance is arranged by Motorplus Limited t/a Coplus and underwritten by Collinson Insurance. This Insurance is effected in England and is subject to the Laws of England and Wales.

Collinson Insurance (a trading name of Astrenska Insurance Limited) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, under Firm Reference Number 202846. Registered in England number 01708616. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk.

Motorplus Limited t/a Coplus are authorised and regulated by the Financial Conduct Authority.

The legal expenses insurance element of cover is supplied by Arc Legal Assistance Ltd ('Arc Legal'). Arc is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958.

You can check this on the Financial Services Register by visiting the FCA's website www.fsa.gov.uk/register/home.do or by contacting the FCA on 0800 111 6768.

GOVERNING LAW

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The terms of this policy are only enforceable by the named insured. A person who is not named under this policy has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party, which exists or is available apart from that Act.

FINANCIAL SERVICES COMPENSATION SCHEME

The Financial Services Compensation Scheme covers this policy. **You** may be entitled to compensation from the scheme if **we** cannot meet **our** liabilities under this policy. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 020 7741 4100.

SANCTIONS

We shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose **us** to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where **we** transact business.

GENERAL DEFINITIONS

The following words shall have the meaning given below wherever they appear in bold in this document. There are separate definitions that only apply to the tenant's legal expenses section of the policy which can be found on pages 13 & 14.

Accidental damage	Physical damage to the landlord's property caused by a sudden, external and unexpected event , including damage caused by your domestic pet
Buildings	The home , including fixtures and fittings, walls, gates, fences, patios, terraces, footpaths, driveways, drains, service pipes, cables, swimming pools, tennis courts and permanently fixed hot tubs and jacuzzies. Also included is television, satellite and radio receiving aerials, aerial fittings and masts fixed to the dwelling
Claim Value	The value of your claim as confirmed and agreed by us , based on the evidence you have provided
Claims limit	The amount as shown on the <i>Policy Certificate</i> and being the maximum amount the insurer will pay in the event of any claim on this policy in any one period of insurance
Event	Any loss or damage directly or indirectly caused by a single occurrence. All loss or damage resulting from the same event, regardless of the number of items affected, shall be considered as one single event
Excess	The first part of any claim for which you are responsible as shown on your <i>Policy Certificate</i>
Family	You, your partner and any other person permanently living with you under your tenancy agreement (including any or foster children). Excludes lodgers and others not covered under your tenancy agreement
Garden	The trees, shrubs, plants, hedges and lawns on the land forming part of the home
Home	The private dwelling in the United Kingdom as detailed on your <i>Policy Certificate</i> . This includes domestic outbuildings and any private garage or outbuilding used in connection with the dwelling within 100 metres
Insurer	Collinson Insurance
Landlord('s)	The person or persons named in your tenancy agreement as the landlord of your home
Landlord's property	The buildings, garden , household goods and furniture at the home belonging to the landlord for which you are legally responsible
Money	Cash, cheques, postal orders, unused postage stamps, saving stamps and certificates, premium bonds and gift vouchers, season tickets and travel tickets, travellers cheques
Period of insurance	The period for which this policy is in force as shown on your <i>Policy Certificate</i>
Tenancy agreement	The written agreement that sets out your obligations as a tenant to the landlord

Tenant	The occupier of the home by virtue of a tenancy agreement
Terrorism	Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation
Unoccupied	Not lived in by you or without sufficient furniture and furnishings for normal living purposes
Valuables	Precious metals, jewellery, watches, stamp, coin and medal collections, money , photographic equipment, furs, curios, and works of art
Vehicles and craft	Any electrically or mechanically-powered vehicles , caravans, trailers, watercraft including surfboards, hovercraft, air craft, all terrain vehicles or quad bikes, other than: <ul style="list-style-type: none"> i) domestic gardening equipment, ii) battery-operated golf trolleys; iii) wheelchairs iv) battery- or pedestrian-operated models or toys
We/Us/Our	Property Guard acting on behalf of Collinson Insurance
You/Your	The person(s) specified in the <i>Policy Certificate</i> and any member of their family permanently residing with them

TENANT'S LIABILITY COVER

WHAT'S COVERED	WHAT'S NOT COVERED
<p>In the event of accidental damage to landlord's property caused by you or your domestic pet, the insurer will, at their option:</p> <ol style="list-style-type: none">1. pay for the cost of repair, or2. pay for the cost of replacement as new to comparable standard specification	<ol style="list-style-type: none">1. The insurer's liability will not exceed the claims limit shown on your Policy Certificate.2. The insurer will not pay for the cost of replacing or repairing any undamaged item(s) of the landlord's property of your home which forms part of a pair, set, suite or part of a common design.3. You must not undertake any repairs to the landlord's property without the insurer's prior written consent.4. You can claim under this insurance more than once during the period of insurance but we will only pay you up to a total of the amount specified on your Policy Certificate.

CONDITIONS APPLYING TO THE POLICY

1. Claims

- a) If **you** need to make a claim under this policy, **you** must do the following:
 - i. Provide the **insurer** with full details of **your** claim as soon as possible after the **event** and in any case no later than 60 days of the **event** that gives rise to the claim;
 - ii. Take all steps necessary to reduce further loss, damage or injury;
 - iii. Provide the **insurer** with all information and evidence, including but not limited to, a copy of the **tenancy agreement** and check in inventory, written estimates, photographs and value that the **insurer** may request;
 - iv. **You** must notify **your landlord** of the damage to the **landlord's property**.

Under no circumstances must **you** admit any liability or responsibility or negotiate or settle any aspect of any claim without the **insurer's** permission in writing to do so.

- b) On receipt of a notification of a claim, the **insurer** may do the following:
 - i. Enter any building following loss or damage with the **landlord's** permission;
 - ii. Take over and pursue or settle any claim on **your** behalf. **You** must allow the

insurer to pursue at the **insurer's** own expense and for their benefit any claim for compensation against any other person or organisation and **you** must give them all the information needed to do so;

- iii. Appoint a loss adjuster to handle the claim on the **insurer's** behalf;
- iv. Arrange to repair the damage to the building and/or any other property or item and handle any salvage appropriately;
- v. Contact **you** directly at any point concerning **your** claim.

2. Cancellation

YOUR RIGHT TO CANCEL

If **you** decide that for any reason this policy does not meet **your** insurance needs then please advise **Paymentshield** within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is later. On the condition that no claims have been made or are pending, the **insurer** will refund **your** premium in full.

You may cancel this insurance policy at any time after this 14 day period and **you** will be entitled to a refund of the premium paid subject to a deduction for the time for which **you** have been covered, calculated on a prorata basis. If **you** have made a claim and **you** choose to cancel **your** policy **you** will not be entitled to a refund of premium.

THE INSURER'S RIGHT TO CANCEL

The **insurer** will not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons for the **insurer** to cancel this insurance policy include but are not limited to:

- a. Fraud (please also see Condition 4)
- b. Non-payment of the premium
- c. Threatening or abusive behaviour
- d. Non-compliance with policy terms and conditions

If the **insurer** cancels the policy, **you** will be entitled to a return of premium on a pro-rata basis.

3. Arbitration clause

In the event of a disagreement between **you** and **us, our** aim is to make things simple and fair. If the matter cannot be resolved via **our** complaints procedure then **you** can reach out to the Financial Ombudsman Service for assistance. For broader disputes, **we** can turn to arbitration. **We** can jointly pick an arbitrator – it could be a solicitor or barrister. **We** will agree on this together in writing. In case **we** can't reach an agreement the Chartered Institute of Arbitrators can step in to help **us** choose someone. The arbitrator's decision is final, and **we** both have to abide by the outcome. The Arbitrator will also determine who pays the costs of the arbitration process, if costs are awarded against **you**, they are not covered under this policy. This arbitration condition does not affect **your** rights to take separate legal action.

4. Fraud

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;

- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge,

If **your** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this policy or return any premium to **you**, and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

EXCLUSIONS APPLYING TO THE POLICY

1. The **insurer** will not pay claims arising from or caused by fire, smoke, lightning, earthquake, explosion, escape of water, storm, flood, theft, attempted theft, falling trees/branches or satellite dishes, malicious damage or vandalism, subsidence, heave or landslip;
2. Any claim which was not notified to **us** within 60 days of the date of **event**;
3. The **excess** which is payable by **you**;
4. Any amount exceeding the **claims limit** stated on **your Policy Certificate**;
5. Damage by any cause other than **accidental damage**;
6. Property owned by **you** or in **your** custody or control that does not belong to **your landlord**;
7. Damage whilst **your home** is **unoccupied** for 30 days or more;
8. Damage caused by deception unless deception is only used to gain entry;
9. Any claim that arises as a result of a deliberate action by **you** or anybody associated with **you**;
10. Damage caused by and/or as a result of wear and tear, settlement, shrinkage, vermin, insects, damp, dry or wet rot, weather or atmospheric conditions or anything that happens gradually;

11. Any routine cleaning, altering, repair or restoration required that is not as a result of **accidental damage**;
12. Mechanical or electrical breakdown;
13. Loss of value;
14. Damage occurring after **you** have vacated the **home**;
15. Damage to **valuables** and **money**;
16. Damage to **vehicles and craft**;
17. Loss or damage arising as a consequence of:
 - a. War, invasion, act of foreign enemies, **terrorism**, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion.
 - b. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component thereof or contamination or poisoning due to the effects of chemical or biological and/or radioactive substances.
 - c. Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
18. Any loss, injury, damage, or legal liability arising directly or indirectly from:
 - a. The failure of any computer or other electrical component to correctly recognise any date as its true calendar date.
 - b. Computer viruses.

TENANTS LEGAL EXPENSES DEFINITIONS

The following defined terms are specific to this tenant's legal expenses section of the *Policy Booklet*. Wherever these words appear in bold type in this section of the *Policy Booklet*, they will always have these meanings.

Appointed representative(s)	The solicitor, solicitors' firm, barrister or other suitably qualified person appointed or approved by us to act on your behalf. Please refer to panel solicitor and non-panel solicitor definitions below
Civil proceedings	Civil court, civil tribunal or civil arbitration proceedings, which are subject to the jurisdiction of the courts of the United Kingdom
Disbursements	Any sum spent by an appointed representative on your behalf in respect of services supplied by a third party. Examples of disbursements include barristers' fees (provided that the barrister is not acting under a conditional fee agreement or equivalent arrangement) or expert report fees
Date of event	The date of any incident which may lead to a claim; where there is more than one such incident, the date of the first of these
Injury	Bodily injury, death, disease, illness or shock suffered by you
Home	The private dwelling in the United Kingdom as detailed on your Policy Certificate (this includes, where confirmed in your tenancy agreement, domestic outbuildings and any private garage or outbuilding used in connection with the dwelling within 100 metres)
Legal costs	Professional legal fees that you are bound to pay, including reasonable fees or expenses incurred by the appointed representative whilst acting for you in the pursuit of civil proceedings . Legal costs also includes disbursements ; however these must be in respect of services provided to you by a third party, distinct from the services supplied by the appointed representative
Material breach	A breach which has resulted in, or if not rectified is likely to result in, the home being unsuitable for continued use
Non-panel solicitor	If you decide to appoint a representative of your own choosing, they will be referred to as a non-panel solicitor
Panel solicitor	A solicitor recommended by us to you , that in the event of a claim will act on your behalf and provide legal assistance

Part 36 Offer	<p>Any offer made to settle a claim, where blame is accepted or not, made by either party throughout the claim.</p> <p>To be accepted, the offer must:</p> <ul style="list-style-type: none"> · Be in writing; · Call itself a Part 36 Offer; · Be open for at least 21 days, when the offer is made or that it will pay the opponent's costs, if accepted; · Specify that it covers the whole claim, part of it, or an issue that arises in it and if so which; · Advise whether any counterclaim is factored in
Physical damage	Loss, destruction or visible damage to the home
Proportionate	The reasonable estimate of your appointed representative's legal costs of acting for you which must not be more than the amount in dispute or the likely award of damages.
Territorial limits	Personal injury – Worldwide All other sections – United Kingdom
Reasonable prospects	A 51% or greater chance that you will recover losses or damages (or obtain any other legal remedy that we have agreed to, including an enforcement of judgement), make successful defence or make a successful appeal or defence of any appeal in your pursuit of civil proceedings or criminal proceedings
We/our/us	The Tenants Legal Expenses insurer specified in your Insurer Schedule
You/Your	The person named on the <i>Policy Certificate</i> , being the individual(s) for whom this insurance provides legal expenses protection. This cover extends to also include any other person who permanently resides with you at the home under your tenancy agreement (including any children or foster children). This does not include lodgers or any other tenants that are covered under a separate tenancy agreement

TENANTS LEGAL EXPENSES COVER

This section explains the details of **your** tenant's legal expenses section of cover.

Upon payment of the premium, **we** will provide **you** with cover for the risks identified in the following sections, up to a limit of £100,000 for any one claim, provided that the legal action;

- i. Relates to a cause, event or circumstance which occurs within the **territorial limits**
- ii. Occurred during the life of the policy
- iii. Has been notified to **us** during the life of the policy and as soon as reasonably possible after the **date of event**
- iv. Can be dealt with by a court of competent jurisdiction within the **territorial limits**

In the event of **your** death, **we** will insure **your** personal legal representatives to pursue disputes covered under this policy arising from **your** death.

In order for **us** to accept **your** claim, **we** must deem that there are **reasonable prospects** of success and the claim is **proportionate**.

	WHAT'S COVERED	WHAT'S NOT COVERED?
1	THE HOME Legal costs incurred in bringing about legal action due to any infringement of your rights to occupy or own the home , in connection with: <ol style="list-style-type: none">1. Unlawful eviction from the home and any other property occupied by you on a temporary basis, against a landlord following a material breach of a tenancy agreement2. Disputes over the rental or purchase of the home3. Infringement or encroachment of your use, enjoyment or rights over the home4. Nuisance or trespass disputes which occur at or in respect of the home	Any claims for physical damage to the home where the amount claimed is less than £100 Claims relating to land or buildings which are not your permanent primary residence within the territorial limits Claims relating to any loan agreement, mortgage or any other consumer credit scheme Claims relating to any matter that would be the responsibility of the home owner to pursue under their landlord legal or buildings insurance

WHAT'S COVERED	WHAT'S NOT COVERED?
PERSONAL INJURY	
<p>2 Legal costs incurred in bringing a legal action against a third party following an event which causes personal bodily injury to you, or an event which subsequently causes your death.</p>	<p>Coroners' Inquests and Fatal Accident Enquiries</p> <p>Alleged failure to correctly diagnose any medical condition</p> <p>Any injury or psychological injury that occurs gradually or is not caused by a sudden, specific event</p> <p>Any claims caused by or arising out of the deliberate, conscious or intentional disregard of your obligation to take all reasonable steps to prevent bodily injury</p> <p>Any claim relating from your death where your appointed representative has failed to keep to the terms and conditions of the policy</p>
SERVICES & PERSONAL BELONGINGS	
<p>3 Legal costs incurred in bringing a claim or beginning civil proceedings against a third party or organisation for:</p> <ol style="list-style-type: none"> 1. any physical damage to personal belongings owned by you at the home 2. the purchase, hire, lease or sale of any personal or private goods or the provision of services for your private or personal use 	<p>Any claims made in respect of any motor vehicle owned, used by, hired or leased to you</p> <p>The settlement payable pursuant to any insurance or other policy</p> <p>Any claim where the amount in dispute is less than £100</p>

WHAT'S COVERED	WHAT'S NOT COVERED?
EMPLOYMENT	
<p>4 Legal costs incurred in the pursuit of civil proceedings against your employer, in matters relating to any discriminatory action as specified in the Employment Tribunals Act 1996, including but not limited to:</p> <ol style="list-style-type: none"> 1. unfair dismissal 2. minimum wage disputes 3. infringement of trade union rights 4. the right to request flexible working 5. discrimination on any grounds including but not limited to gender, sexual orientation, race or religion, maternity, paternity or parental leave 	<p>Where your employment status is not that of an employee</p> <p>Any claim brought outside of the employment tribunal (e.g. county court or high court)</p> <p>Fines, penalties or damages which you are ordered to pay by a court, tribunal or other authority</p> <p>Any claim relating to your employer's disciplinary hearings or internal grievance procedures</p> <p>Any claims relating to a settlement agreement whilst you are still employed</p> <p>Any claim where trade union cover is already in place covering the intended claim</p>
<p>5 Legal costs incurred in defending your legal rights in the following circumstances arising out of your work as an employee:</p> <ol style="list-style-type: none"> 1. prior to being charged when dealing with the police or Health and Safety Executive or anybody else with the power to prosecute 2. in a civil action brought against you for compensation under Section 13 of the Data Protection Act 1998 3. for civil proceedings brought against you under legislation for unlawful discrimination 	<p>Any claims in respect of parking or obstruction offences</p> <p>Where your employment status is not that of an employee</p> <p>Fines, penalties or damages which you are ordered to pay by a court, tribunal or other authority</p> <p>Your use of a motor vehicle for which you do not hold a valid licence or valid motor insurance</p>
TAX	
<p>6 We will represent you in any appeal proceedings following a full enquiry into your personal income tax position by HM Revenue & Customs. This cover only applies if you have:</p> <ul style="list-style-type: none"> • maintained proper, complete, truthful and up to date records, including making all returns at the due time without having to pay any penalty • provided all information that HM Revenue & Customs reasonably required 	<p>Claims where deliberate misstatements or omissions have been made to the authorities</p> <p>Claims where the Special Investigations Section, Special Civil Investigations or Prosecution Office is investigating your tax affairs</p> <p>Claims for accountancy fees which relate to your business, trade or profession</p> <p>Claims in respect of income or gains which have been under declared because of false representations or statements by you</p>

WHAT'S COVERED	WHAT'S NOT COVERED?
MOTOR OFFENCES	
<p>7 Legal costs incurred in defending your legal rights following an insured event, which results in criminal proceedings being brought against you for an offence relating to your ownership or use of a motor vehicle</p> <p>Cover includes costs in respect of pleas in mitigation, provided that there are reasonable prospects that a plea will materially affect the outcome</p>	<p>Any claims made in respect of parking or obstruction offences, for which you receive no penalty points against your licence</p> <p>Any claims made when you have been driving or riding a motor vehicle without valid motor insurance or a valid driving licence</p> <p>Any claims made, when you qualify for legal aid</p> <p>Any claim arising from or associated with your driving under the influence of alcohol and/or drugs</p>
JURY SERVICE	
<p>8 Your net salary or wages, less any amount payable by the court or which is recoverable from your employer, for the time that you are absent from work on jury service. The amount we will pay will not exceed £100 per day and is subject to a maximum of £1,000 in total</p> <p>We will calculate the amount payable based on the duration of your unpaid 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 your total annual pay. Where you work part-time, the amount payable will be reduced on a pro-rata basis</p>	<p>Any claim where you are unable to evidence your loss of earnings</p>
PROBATE	
<p>9 The insurer will provide cover in respect of legal costs incurred in bringing a legal action in respect of a probate dispute involving the will of your deceased parents, grandparents, children, stepchildren or adopted children where you are contesting as a beneficiary</p>	<p>Any claim in respect of a dispute where a will has not previously been made, or concluded, or cannot be traced</p> <p>The negligent drafting of a will</p> <p>Any claim relating to a dispute concerning the funeral service of the deceased</p> <p>Any claim where the financial benefit to you is less than £10,000</p>

GENERAL CONDITIONS APPLICABLE TO THIS TENANTS LEGAL EXPENSES SECTION

These conditions are in addition to the conditions applying to the whole policy beginning on page 10.

1. Claims

- a. **You** will give notice to **us** during the life of the policy and as soon as reasonably possible of an insured incident
- b. All **legal costs, disbursements** and any other costs may only be incurred with **our** prior written consent
- c. **Legal costs** will not be paid on an interim basis throughout a claim, **we** do however have the right to review **legal costs** through a claim;
- d. All **legal costs** are subject to an independent assessment to ensure that they have been incurred reasonably
- e. **You** will take all steps necessary to assist in the recovery of **legal costs** from a third party where appropriate and where **you** are able to do so
- f. **You** will not unreasonably withhold consent for **your appointed representative** to make an offer to settle the legal action
- g. If an offer of settlement (which may include a **Part 36 offer**) is made that **we** or the **appointed representative** would deem fair and **you** do not accept it, **we** will not be liable for any further costs incurred
- h. **You** must not withdraw from any claim without **our** prior permission to do so. If **you** withdraw from a claim without permission, **we** will immediately withdraw cover and **we** will not be required to pay for any **legal costs**. **You** will be responsible for all **legal costs** incurred by the **appointed representative** up until the point of the withdrawal of **your** claim
- i. In some circumstances, where **we** decide it is appropriate, **we** may elect to pay **you** the sum of damages that **you** are seeking and then end or not begin **civil proceedings**, and **we** will not be liable for any further costs incurred

2. Appointed representative

- a.i. Before legal proceedings are issued, an **appointed representative** from **our** panel will be appointed to act for **you** to pursue, defend or settle any claim **we** have accepted in accordance with the terms and conditions of this policy
- ii. Should legal proceedings need to be issued or have been issued against **you**, or where there is a conflict of interest, **you** can choose a **non-panel solicitor** of **your** choosing. **You** must inform **us** in writing of the full name and address of the representative **you** want to act for **you**
- iii. If there is any dispute over **your** choice of **non-panel solicitor** **you** will be asked to nominate an alternative. If, after having done so, **we** are still not able to agree, **you** may escalate the matter in accordance with general condition 4
- b. If **you** do select to appoint **your** own **non-panel solicitor**, this insurance will not cover expenses over and above the costs that **our** panel would charge in equivalent circumstances. For **your** information, this means that **we** would take into account the seriousness of the claim and the location and class of **non-panel solicitor** that **you** choose. The hourly rate is currently set at £125 + VAT. **We** reserve the right to assess each case on its merits, and may agree to pay additional fees if **we** feel the situation warrants it. This will remain entirely at **our** discretion
- c. The **appointed representative** will have direct contact with **us** and must fully cooperate with **us** at all times, and must cooperate with **your** representative, providing all necessary information and assistance to them as required

d. Any **non-panel solicitor** that **you** appoint must sign **our** standard terms of appointment and adhere to all of its terms. **You** agree to **us** having access to the **appointed representative's** file relating to **your** claim. **You** will be considered to have provided express consent to **us** or **our** appointed agent to access the file for auditing, quality and cost control purposes.

3. Counsel's opinion

We may at any time (which may include before cover is confirmed under this policy), where reasonable and necessary, require a barrister's opinion on the **reasonable prospects** of **your** claim being successful and **proportionate**. Where a barrister's opinion is required this will be at **your** own expense. If the opinion shows that **your** claim has **reasonable prospects** then the cost will be covered under this policy. The barrister selected must be independent and mutually agreed by **you** and **us**.

4. Arbitration & mediation clause

A dispute between **you** and **us** may arise, which may be referred to an arbitrator, who shall be either a solicitor or a barrister who **you** and **we** agree on in writing. If an arbitrator cannot be agreed, then an arbitrator will be appointed by the authorised body identified in the current arbitration legislation. The decision of the arbitration shall be final and binding on both parties and he or she will decide who should pay the costs of the arbitration. If costs are awarded against **you**, they are not covered under this policy. This arbitration condition does not affect **your** rights to take separate legal action.

If a disputed claim is not referred to arbitration within 12 months of **your** claim being turned down, **we** will treat the claim as abandoned.

5. Statutory regulations

In all matters relating to the performance of this insurance contract, it is the responsibility of both **you** and **us** that **we** both comply with all Acts of Parliament and with all orders, regulations and bylaws made with statutory authority by government departments or by local or other authorities. The cost of meeting the requirements of this clause will be payable by **you** and **us** in **our** own rights respectively.

6. Severability clause

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability, all other terms will remain in full force and effect.

7. Acts of parliament

All references to Acts of Parliament in this policy shall include the equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and shall include any subsequent amendments, re-enactments or regulations.

GENERAL EXCLUSIONS APPLICABLE TO THIS TENANTS LEGAL EXPENSES SECTION

These exclusions are in addition to the exclusions applying to the whole policy beginning on page 10.

1. Any claim:
 - i. where the amount being claimed is less than £100
 - ii. that is not notified to **us** as soon as is reasonably possible after the date of event when the claim may be prejudiced by late notification
 - iii. that is not notified to **us** during the life of the policy
 - iv. where cover is provided by trade union membership. (Where cover is available but does not provide protection for **your** claim, written confirmation will be required to this effect)
 - v. if at the time a claim is made by **you** under this policy there is any other insurance covering the same liability, **we** will not be liable to pay or contribute more than **our** proportion of any claim and the **legal costs** in connection with this
2. The balance of any **legal costs** incurred before **we** have given **our** written acceptance of **your** claim, or before the inception date of this policy
3. No cover under this policy will be provided where **your** claim is not **proportionate**
4. Any **legal costs** of any **appointed representative**, other than a **panel solicitor**, prior to the issue of **civil proceedings** or a conflict of interest arising
5. **Legal costs** incurred whilst **you** are bankrupt, in administration or in receivership, or if **you** have entered into a voluntary agreement with creditors
6. Any dispute arising from a contract entered into prior to the inception of this legal expenses policy, with the exception of contracts of employment, where the cover and exclusions noted in employment section 4 on page 17 will apply
7. The balance of **legal costs** in excess of what has previously been agreed
8. Any claim that arises as a result of a deliberate action by **you**
9. Any **legal costs** relating to any event giving rise to a claim or leading to **civil proceedings** which is not identified in sections 1-5 of the cover section of this policy, including but not limited to:
 - i. divorce, separation or other matrimonial disputes; cohabitation disputes or any legal action brought about between **you** and any other member of **your** family or household
 - ii. any shareholding, directorship or partnership, or other commercial interest
 - iii. libel or slander or allegations which will or may harm **your** reputation
 - iv. any computer, electric or electronic error
 - v. any form of structural alteration to the **home** or any buildings forming part of it, for example an adjoining garage. Minor alterations are covered, as long as no works affect the structural integrity of the **home**
 - vi. any motor vehicle owned by **you** or anyone associated with **you**, or any incidents relating to road traffic accidents, except under personal injury section 2 of the cover section of this policy on page 16 where **you** are injured as a pedestrian or cyclist
 - vii. any **legal costs** incurred in any appeal proceedings unless **we** agreed to cover the original claim, **we** deem that the matter has **reasonable prospects** and **we** are notified of the decision to appeal at least 7 days before the deadline to appeal
 - viii. fines, penalties or damages that **you** are ordered to pay by court, tribunal or other authority, or;
 - ix. leases, licences, tenancies and disputes between landlord and tenant
10. **We** will not offer any protection under this insurance contract for any defence of legal matters brought against **you** by a third party
11. Any dispute whatsoever arising between **you** and **us** or **your** insurance broker, other than the cover provided under the Arbitration & Mediation Clause of this policy on page 20

12. Any claims for disputes or professional negligence against the **appointed representative** resulting from a current or previous claim under this policy. Please refer to the 'how to make a complaint' section of this policy on page 5
13. Any enforcement proceedings or procedure arising from a successful outcome where settlement is not then made, unless relating to claims concluded successfully under this policy
14. Claims arising from or associated with **your** business, trade or profession or any other commercial venture
15. Any party legally acquiring the **home** from **you**, or restriction/controls placed on the **home** by governmental or public/local authorities (except for accidental **physical damage**)
16. Judicial review
17. Proceedings before, or referred to the European Court of Justice or the European Court of Human Rights
18. In order for **us** to accept **your** claim, **we** must deem that there are **reasonable prospects** of success
19. If **we** or the **appointed representative** do not believe there are **reasonable prospects** in pursuing **your** claim, **we** will not pay for any costs arising from a subsequent or additional claim to determine **reasonable prospects**

LEGAL ADVICE HELPLINE

Your direct line to a dedicated legal specialist, who will provide free advice on personal legal matters arising in the United Kingdom and member states of the European Union.

This service is available 24 hours a day, 7 days a week, all year round.

The number to call for the legal advice helpline is 0333 234 3478.

After receiving general legal advice from this helpline, further advice or legal assistance may be required in relation to **your** specific issue. If this is required, there will be a cost for any additional assistance or advice. This cost may be covered if **you** have selected tenant's legal expenses cover, however if **you** do not have cover in place, **you** will need to pay for this advice and/or assistance.

To help monitor service standards, telephone calls to the helpline may be recorded.

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

COLLINSON INSURANCE PRIVACY NOTICE

How we use the information about you

As a data controller, we collect and process information about **you** so that we can provide **you** with the products and services **you** have requested. We also receive personal information from **your** agent on a regular basis while **your** policy is still live. This will include **your** name, address, risk details and other information which is necessary for us to:

- Meet our contractual obligations to **you**.
- Issue **you** this insurance policy.
- Deal with any claims or requests for assistance that **you** may have.
- Service **your** policy (including claims and policy administration, payments and other transactions).
- Detect, investigate and prevent activities which may be illegal or could result in **your** policy being cancelled or treated as if it never existed.
- Protect our legitimate interests.

To administer **your** policy and deal with any claims, **your** information may be shared with trusted third parties. This will include members of The Collinson Group, third party administrators, contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on our behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, we will have strict contractual terms in place to make sure that **your** information remains safe and secure.

We will not share **your** information with anyone else unless **you** agree to this, or we are required to do this by our regulators (e.g. the Financial Conduct Authority) or other authorities.

The personal information we have collected from **you** will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify **your** identity. If fraud is detected, **you** could be refused certain services, finance, or employment. Further details of how **your** information will be used by us and these fraud prevention agencies and databases, and **your** data protection rights, can be found by visiting www.cifas.org.uk/fpn and www.insurancefraudbureau.org/privacy-policy.

Processing your data

Your data will generally be processed on the basis that it is:

- necessary for the performance of the contract that **you** have with us;
- is in the public or **your** vital interest: or
- for our legitimate business interests.

If we are not able to rely on the above, we will ask for **your** consent to process **your** data.

How we store and protect your information

All personal information collected by us is stored on secure servers which are either in the United Kingdom or European Union.

We will need to keep and process **your** personal information during the **period of insurance** and after this time so that we can meet our regulatory obligations or to deal with any reasonable requests from our regulators and other authorities.

We also have security measures in place in our offices to protect the information that **you** have given us.

How you can access your information and correct anything which is wrong

You have the right to request a copy of the information that we hold about **you**. If **you** would like a copy of some or all of **your** personal information please contact us by email or letter as shown below:



data.protection@
collinsongroup.com



3 More London Riverside,
London, SE1 2AQ

This will normally be provided free of charge, but in some circumstances, we may either make a reasonable charge for this service, or refuse to give **you** this information if **your** request is clearly unjustified or excessive.

We want to make sure that **your** personal information is accurate and up to date. **You** may ask us to correct or remove information **you** think is inaccurate.

If **you** wish to make a complaint about the use of **your** personal information, please contact our complaints manager using the details above. **You** can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at <https://ico.org.uk/>.

Property Guard Privacy Statement

For full details of how we protect **your** privacy and process **your** data please read the Privacy Statement that accompanies this policy. The Privacy Statement can also be viewed online by visiting <https://www.coplus.co.uk/data-privacy-notice>.

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 Buildings Societies that take part in the Direct Debit Scheme. The efficiency and security of the scheme is monitored and protected by **your** own Bank or Building Society.
- If the amounts to be paid or the payment dates change, Paymentsshield will notify **you** normally 10 working days in advance of **your** account being debited or as otherwise agreed
- If an error is made by Paymentsshield or **your** Bank or Building Society, **you** are guaranteed a full and immediate refund from **your** branch of the amount paid.
- **You** can cancel a Direct Debit at any time by writing to **your** Bank or Building Society. Please also send a copy of **your** letter to Paymentsshield.

paymentshield.co.uk

The Administrator for this insurance policy is Paymentshield Limited. Paymentshield Limited is authorised and regulated by the Financial Conduct Authority under Registration No. 312708. You can check this on the Financial Services Register by visiting the FCA's website or by contacting the FCA on 0800 111 6768. Paymentshield and the Shield logo are registered trade marks of Paymentshield Limited. Telephone calls to Paymentshield may be recorded for security purposes and monitored under our quality control procedures. © Paymentshield Limited, 2024. Asset: PP01310. 10/24
