

INTER PARTNER ASSISTANCE



Head and Registered Office : Inter Partner Assistance
The Quadrangle
106-118 Station Road
Redhill
Surrey
RH1 1PR
Company Registered Number : FC008998

Date of Policy : 1st March 2007

Policy : MARAS Pro-Vision

Policyholder : Managing Agents Reference
Assistance Services Limited
(MARAS Group)

Registered Office : Fifth Floor, Kingmaker House,
Station Road,
New Barnet,
Hertfordshire
EN5 1NZ

LEGAL EXPENSES AND RENT GUARANTEE INSURANCE POLICY

This GROUP POLICY records that in return for the **insured** paying and the **insurer** accepting the **relevant premium**, the **insurer** will provide MARAS Group Legal Expenses and Rent Guarantee cover and will arrange for the benefit to be paid directly to the **insured**. Furthermore, this group policy is subject to the terms and conditions set out below.

SIGNED ON BEHALF OF THE COMPANY

A handwritten signature in black ink, appearing to be 'D. J. ...', is written over a horizontal line.

DIRECTOR(S)

1. DEFINITIONS

The words listed below have specific meanings when they appear in this **policy** document in bold:

“**Administrator**” means Arc Legal Assistance Limited or any other company specified by the **insurer**;

“**Deposit**” means the sum of money held by the **insured** or the **insured’s** agent in accordance with the Tenant Deposit regulations as security for the performance of the **tenant’s** obligations set out within the **tenancy**;

“**Guarantor**” means the individual or organisation that has received a **satisfactory credit reference** and provided a financial guarantee of the **tenant’s** performance of his obligations under the **tenancy**

“**Insured**” means the person(s) or company specified in the **schedule**;

“**Insured Event**” means an incident or event relating to the rightful occupation or ownership of the **insured property** which results in a breach of the **tenancy** agreement by the **tenant** and which leads to a claim being made under this **policy**. For the purposes of the **limit of indemnity** only one **insured event** shall be deemed to have arisen from all incidents, which are related by cause or by time;

“**Insured Property**” means the property specified in the **schedule**;

“**Insurer**” means Inter Partner Assistance who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group;

;

“**Landlord**” means a person or company who enters into a **tenancy** agreement with the **tenant**;

“**Limit of Indemnity**” means the maximum sum payable by the **insurer** under the **policy** for all **professional costs** and payment of **monthly benefit** in respect of an **insured event**. The **limit of indemnity** is the aggregate amount payable regardless of the number of claims the **insured** may make during any **term**. In the case of Legal Expenses and Rent Guarantee Cover, the aggregate amount payable in respect of all claims shall not exceed £50,000 and no more than 12 months **rent** will be paid in any **term**;

“**Monthly Benefit**” means the sum of money paid each month by the **insurer** to the **insured** in the event of a successful claim and is equivalent to the **rent**;

“**Offer**” means an offer or payment into court (Part 36 offer) with a view to settling the **proceedings**;

“**Period of Insurance**” means a period shown on the schedule for which the **insured** has paid and the **insurer** has accepted the **relevant premium**;

“**Policy**” means this MARAS Group Legal Expenses and Rent Guarantee ‘Provision’ policy;

“**Proceedings**” means civil or arbitration proceedings within the **territory** or appeals arising therefrom;

“**Professional Adviser**” means the **administrators** panel solicitor or accountant or other appropriately qualified person, firm or company appointed under the terms of this **policy** to act for the **insured**;

“**Professional Costs**” means in respect of an **insured event**, unrecovered fees, costs and disbursements reasonably, properly and necessarily incurred by the **professional adviser** and the costs (on the standard basis) of any **proceedings** incurred by a **third party** for which the **insured** may be made liable by order of a court or by agreement;

“**Prospect of Success**” means the **insured’s** likely success in the **proceedings** decided according to the terms of the **policy**;

“**Relevant Premium**” means the premium payable by the **insured** to the **insurer** for this Legal Expenses and Rent Guarantee insurance;

“**Rent**” means the amount payable under the **tenancy** as shown on the **schedule**;

“**Replacement Tenant**” means an occupier of the **Insured Property** by virtue of an assignment by the **tenant** of the **tenancy** agreement;

“**Satisfactory Credit Reference**” means a MARAS credit reference with a Class A rating according to the categories applied by MARAS Group at that time and given in writing by MARAS in respect of an application for a credit reference for a prospective **tenant and/or guarantor**;

“**Schedule**” means the document issued to the **insured** by the **insurer**, which specifies details of the **insured’s** cover under the **policy**;

“**Start Date**” means the date the **tenant’s tenancy** agreement commences as specified in the **schedule**;

“**Tenancy**” means:

- (i) an Assured Shorthold Tenancy as defined in the Housing Act 1988 (as amended), or any similar Legislation outside of England and Wales but within the **territory**;
- (ii) a Company Residential Tenancy (Company Let) created after 28th February 1997, where a residential property is let to a public limited company (plc), a limited company (Ltd), a Registered Charity or a Partnership of Limited Partnership purely for the residential purposes of the **tenant’s** employees and their family;

- (iii) a written common law residential tenancy agreement created after 28th February 1997 between individuals where the **rent** is in excess of £25,000 per annum;

which is: -

- a) appropriate for the **tenancy**; and
- b) signed and independently witnessed by the **landlord**, the **tenant(s)** and if recommended by MARAS, the **guarantor**; and
- c) free from any unreasonably restrictive covenants

“**Tenant**” means the occupier of the **insured property** and named as the **tenant** by virtue of a **tenancy** agreement;

“**Term**” means the **period of insurance** which is shown in the **schedule**;

“**Third Party**” means an individual or company not defined in any of the above defined terms.

“**Territory**” means The United Kingdom, Northern Ireland, the Channel Islands and the Isle of Man;

2. ELIGIBILITY

For a **landlord** to be eligible for cover:

- (i) the **insured property** must be and must remain entirely for residential use only;
- (ii) the **tenant** must be at least 18 years of age and over;
- (iii) the **landlord** or the managing agent acting on their behalf must ensure that the following procedures are adhered to. They must:
 - (a) not allow a **tenant** into possession of the **insured property** other than on the basis of an already completed **tenancy** agreement duly signed by all parties;
 - (b) ensure that all necessary statutory pre-grant notices are served personally in the correct form on the **tenant** prior to the granting of the **tenancy**;
 - (c) obtain a **satisfactory credit reference** for the **period of insurance** for the **tenant** and any required **guarantor** from MARAS within one

month of the **tenancy** starting or before the second month's **rent** is due, whichever is sooner;

- (d) not allow any **tenant** to occupy the **insured property** until the first month's **rent** and dilapidation's **deposit** payment has been paid in cash or payment has been cleared in the **landlord's** or managing agent's bank account;
- (e) prepare prior to the granting of the **tenancy**, a detailed inventory of the contents and condition of the **insured property**;
- (f) not to allow the assignment of the **tenancy** to a **replacement tenant** unless the **replacement tenant** has been received a **satisfactory credit reference** from MARAS; and
- (g) not allow a **tenant** into possession of the **insured property** where the monthly **rent** is in excess of £2,000, until two forms of identification have been produced by the **tenant**.

3. TERMS OF COVER

For cover to continue under the **policy**, the **insured**, or the managing agent acting on their behalf must:

- (i) prepare a detailed **schedule** of dilapidation as soon as possible after the **tenant** has vacated the **insured property**; and
- (ii) keep clear up to date rental records.

4. LEGAL EXPENSES COVER

If during a **period of insurance** an **insured event** occurs, the **insurer** will provide to the **insured** indemnity for fees not otherwise recoverable for **professional costs** incurred in the pursuit of civil claims against the **tenant** and any **guarantor** to recover possession of the **insured property**.

5. LEGAL EXPENSES EXCLUSIONS

Benefit will not be paid in respect of any claim:

- (i) where there is insufficient **prospect of success**;
- (ii) where the **insured event** had commenced or occurred before the **start date**;

- (iii) where the **insured event** occurs within 90 days of the **start date**, and the **start date** occurs more than 30 days after the **tenancy** commences or the second months **rent** is due, whichever is sooner;
- (iv) where at or prior to the start of the **start date** the **insured**, in the reasonable judgement of the **insurer**, should have realised that a claim might occur;
- (v) where the **insured** fails promptly to provide evidence or information reasonably required by the **insurer** or the **administrator** to establish whether support can be provided for an **insured** under the **policy**;
- (vi) where the **insured** or anyone acting on behalf of the **insured** is responsible for anything which in the reasonable opinion of the **insurer** prejudices either the **insured's** or the **insurer's prospects of success** in the prosecution, defence or settlement of the **proceedings**;
- (vii) where the **insured** acts without the consent of the **insurer** or contrary to or in a manner different from the advice of the **insurer** or the **professional adviser**;
- (viii) where the **insured** has failed to adhere to the eligibility criteria and terms of cover specified in this **policy**;
- (ix) which is false, fraudulent or arises from any deliberate criminal act or omission of the **insured**;
- (x) which is notified to the **policyholder** more than 45 days after the **insured event**;
- (xi) arising from war, riot, radioactive contamination, nuclear accidents and similar risks;
- (xii) where the amount in dispute is less than £250;
- (xiii) in a dispute or conflict of interest between the **insured** and the **insurer**, the **policyholder** or the **administrator**, mortgage lender or **professional adviser**;
- (xiv) relating to the damage or loss of the items not contained in an inventory prepared by the **insured** or the **insured's** agent and signed by the **tenant** prior to or at the commencement of the **tenancy**;
- (xv) arising from:
 - (a) subsidence, mining or quarrying activities;

- (b) the compulsory purchase, placing of restrictions or any other action by any government, public or local authority;
 - (c) planning law including the Town and Country Planning Legislation;
 - (d) the construction of or structural alteration to buildings or parts of buildings; or
 - (e) libel or slander or malicious falsehood;
- (xvi) for an application for a Judicial Review or for an appeal unless the **insurer** has given their prior written consent to such costs being incurred;
- (xvii) falling within the jurisdiction of a Rent Assessment Committee, the lands tribunal or the leasehold valuation tribunal;
- (xviii) relating to the payment or non payment of service charges as defined in the Landlord and Tenant Act 1985 (as amended);
- (xix) for damages, interest, fines or other penalties;
- (xx) arising from a breach by the **insured** of their obligations to the **tenant** set out in the **tenancy**;
- (xxi) unless a conflict of interest arises, where, prior to the issue of court **proceedings**, the **insured** does not appoint the **Arc** panel solicitor to deal with the **insured event**.
- (xxii) where the period that the **satisfactory credit reference** was provided for has expired
- (xxiii) where the **landlord** is in breach of any rules or regulations relating to the **deposit**
- (xxiv) where a **guarantor** has not been correctly assigned to the **tenancy** and/or any **guarantor** agreement is unenforceable
- (xxv) in relation to dilapidations by the **tenant** to the **insured property** or it's contents where the **insured** has a policy of insurance that covers the dilapidations
- (xxvi) relating to any occupant of the **insured property** over the age of 18, other than the **tenant**

(xxvii) for **professional costs** incurred as a result the **insured's** failures to follow the advice of the **professional adviser** or arising from an **insured's** failure to take any action recommended by the **administrator** or the **professional adviser** to recover possession of the **insured property** as promptly as possible

6. LEGAL EXPENSES LIMIT OF COVER

- (i) There is no cover for **professional costs** which are:
- (a) incurred in avoidable correspondence;
 - (b) incurred prior to written confirmation from the **insurer** that the claim has been accepted;
 - (c) in excess of the **limit of indemnity** for Legal Expenses in aggregate with Rent Guarantee Cover; as specified in Clause 9.;
 - (d) in excess of those for which the **insurer** has given its prior approval in accordance with the terms and conditions of this **policy**;
 - (e) recoverable from a court, tribunal or elsewhere; or
 - (f) incurred in respect of any claim where the **insured** is, or but for the existence of this **policy** would be, entitled to indemnity under any other **policy** or policies.
- (ii) The **insurer** will not be liable for any excess specified in the **schedule**.

7. RENT GUARANTEE COVER

- (i) **Monthly benefit** will be paid in respect of arrears of **rent** owed on an **insured property** by the **tenant** to the **insured** for up to 12 months or until the **tenant** no longer remains in the **insured property**, whichever is the sooner, subject to the following:
- (a) such arrears occur during the **tenancy** and the subsequent claim is made during a **period of insurance**;
 - (b) such arrears occur during the **term** and the subsequent claim is made during a **period of insurance**;
 - (c) a claim is promptly notified and the **professional adviser** decides that there is sufficient **prospect of success** to gain vacant possession of the **insured property** and/or recover unpaid **rent**;

- (d) action is taken promptly to gain vacant possession of the **insured property** and/or recover unpaid **rent**, unless the only reason for not taking action is that the **professional adviser** advises that the expected costs incurred will be more than any money recovered;
 - (e) the **insurer** has the right at any time under subrogation to pursue **proceedings** against the **tenant**;
 - (f) the **landlord** must accept any reasonable offer of **tenancy**.
- (ii) Vacant possession must be obtained in accordance with Clause 7. (i) (a - e) above before the provision of Clause 7. (ii) (a) below can be executed:
- (a) after vacant possession the **monthly benefit** will cease to be payable until such a time that the **insured property** is in a suitable condition that it may be the subject of a further **tenancy**. When the **insured property** is in that suitable condition, then benefit will be paid for a further two months at 100% of the **monthly benefit** for the first month and 50% of the **monthly benefit** for the second month. However, all benefit will cease upon:
 - (i) a new **tenancy** commencing within that two month period;
or
 - (ii) the expiration of the two month period; or
 - (iii) expiration of the **term**;
 - (b) once vacant possession is obtained if the **insured property** is to be re-let, the **rent** must be set in accordance with the current market rental value appropriate for the **insured property**;
 - (c) the **landlord** must accept any reasonable offer of **tenancy**.
- (iii) Benefit will be paid as stipulated in Clause 7. (i) and Clause 7. (ii) (a) above at a rate of 1/30th of the **monthly benefit** for each continuous day that **rent** is in arrears. The **monthly benefit** will be paid monthly in arrears within 21 days from the end of the monthly period that the rent is due upon receipt of all information / documentation requested by the **administration and** will only be paid if the terms and conditions of this **policy** are met. Once 12 months **rent** has been paid to the **insured**, this **policy** shall terminate and cover shall cease.

8. RENT GUARANTEE EXCLUSIONS

- (i) Benefit will not be paid in respect of:
- (a) any claim which would be excluded under Clause 5. of this MARAS Group Legal Expenses and Rent Guarantee **policy**;
 - (b) an amount equal to the first month's unpaid **rent**;
 - (c) **rent** once the **period of insurance** or **term** has expired or the property is re-let, whichever is the sooner;
 - (d) periods for which the **insured property** is not available for re-letting once vacant possession is obtained;
 - (e) any interest on **rent** arrears; or
 - (f) periods for which the **insured property** is advertised for sale or is the subject of a contract for sale.
- (ii) Where Housing Benefit is to be claimed by the tenant and the tenant has provided their housing benefit application reference number, any **monthly benefit** under this **policy** will not be paid until a decision is given by the Benefits Office.

The **insured** or their managing agent must notify the Benefits Office of their interest.

If the Benefits Office decline to pay housing benefit then the **monthly benefit** will be backdated to the date the **insured** could first claim.

The **insurers** liability is only in respect of the full **monthly benefit** if all conditions for its receipt are met by the **insured**.

- (iii) If the **deposit** is more than equal to one month's **rent**, **rent** will be paid after deduction of the balance of the **deposit**. If the balance of the **deposit** is subsequently required to meet the cost of dilapidations, this will be paid to the **insured**.

9. RENT GUARANTEE LIMIT OF COVER

The **insurer** shall not be liable for more than:

- (i) the **limit of indemnity** for the aggregate of Legal Expenses and Rent Guarantee cover;
- (ii) 12 months arrears of **rent** in total; or

- (iii) a maximum **monthly benefit** of £4,000;

whichever is the lesser.

10. ALTERATION IN RISK

The **insured** shall notify the **insurer** as soon as they become aware of any alteration in risk which may materially affect the **policy**. The **insured** may be required to pay an additional premium to the **insurer**.

11. CLAIMS PROCEDURE

- (i) If **rent** is overdue the **tenant** and **guarantor** must be contacted within 7 days to find out why it has not been paid. If **rent** remains overdue, within a further 7 days the **tenant** and **guarantor** must be contacted again.
- (ii) If the **tenant** can not be contacted, the **insured** or their agent should establish whether the **tenant** remains in occupation of the **insured property**
- (iii) Where the **insured** becomes aware of an existing or potential claim under any part of the **policy** the **insured** shall notify the **administrator** promptly and in any event no more than 45 days after the **insured event** by:

Telephone: 0870 350 1737

Please quote MARAS Landlord Protection

- (iii) The **insured** must comply with any advice given as to the future conduct of the dispute.
- (iv) The **administrator** will send the **insured** a claim form which the **insured** must complete giving a full and truthful report of the facts of the claim and return it at the earliest opportunity to:

Claims Department
Arc Legal Assistance Limited
PO Box 8921
Colchester
CO4 5YD

- (v) The **insured** must provide documentary evidence as requested by the **insurer** in the event that a claim is made.

12. PROSPECTS OF SUCCESS

If at any time during the claims procedure the **professional adviser** consider in their professional capacity that the **insured's prospects of success** in the **proceedings** do not warrant continuing with the **proceedings**, or that the interests of the **insured** can be better achieved by other means, the **insurer** shall then be under no further liability to indemnify the **insured** in respect of the case. The **insurer** shall provide the **insured** with a written explanation of their decision. If the **insured** disagrees with this decision, the dispute must be resolved in accordance with the terms of the **policy** and the **insurers** internal appeals procedure.

13. CONDUCT OF THE PROCEEDINGS

- (i) The **insurer** may make their own investigations into the claim and may, subject to the approval of the **insured** (which shall not be unreasonably withheld), attempt to reach a settlement of the **proceedings**.
- (ii) In any claim where the appointment of a **professional adviser** is appropriate, a **professional adviser** will be nominated to act for the **insured** by the **insurer**.
- (iii) The **insured** may notify the **insurer** of the person or firm whom they wish to act as the **professional adviser**. The **insurer** may at their absolute discretion accept or refuse such nomination.
- (iv) In any claim where the **proceedings** are issued, the **insured** may nominate a **professional advisor** to act on their behalf.
- (v) The **professional adviser** must:
 - (a) confirm in writing that he will enable the **insured** to comply with his obligations under this insurance; and
 - (b) agree with the **insurer** the rate at which his costs will be calculated. If no agreement is reached the Law Society will be asked to nominate a **professional adviser** and this nomination shall be binding; and
 - (c) promptly inform the **insurer** of:

- (i) their professional opinion as to the **prospects of success** of the **insured's proceedings**; and
 - (ii) an estimate of the total costs likely to be incurred in the **proceedings** with details of their charging rates.
- (vi) The **insured** must immediately on the appointment of the **professional adviser** pay any excess shown in the **schedule** to the **professional adviser**.
- (vii) The **professional adviser** must keep the **insurer** fully and promptly informed on the progress of the case, of any change in their opinion of the **prospects of success** and their estimate of costs during the **proceedings**.
- (viii) The **insurer** will only meet the **professional costs**:
 - (a) which have been agreed in advance by the **insurer** as to both amount and purpose; and
 - (b) while **prospects of success** in the **proceedings** remain reasonable.
- (ix) The **insurer** reserves the right to take over and conduct the **proceedings** in the name of the **insured** at any time.

14. WITHDRAWAL AND DISCONTINUANCE

If the **insured** withdraws from or discontinues the **proceedings** without the prior agreement of the **professional adviser** then any **professional costs** incurred and **third party** costs will become the responsibility of, and payable by, the **insured**.

15. CO-OPERATION

- (i) The **insured** will co-operate with the **insurer/administrator** at all times and reply promptly to any correspondence connected with the claim.
- (ii) The **insured** shall give promptly to the **professional adviser** all information requested and will meet with them whenever requested.
- (iii) The **insured** or the **professional adviser** must promptly notify the **insurer** should a conflict of interest arise between the **insured** and the **insurer**.

- (iv) The **insured** shall provide all evidence or information required by the **insurer** and the **professional adviser** and shall keep them fully and continually informed of all developments relating to the **proceedings**.
- (v) The **insured** shall, if so requested by the **insurer**, instruct the **professional adviser** to submit his bill of costs for taxation by the court or certification by the appropriate professional body.
- (vi) The **insured** shall whenever reasonably possible attempt to recover costs from a **third party** and shall instruct the **professional adviser** accordingly.
- (vii) The **insured** or managing agent will attend any court hearing if required to do so by the appointed **professional adviser**.

16. RIGHTS TO INFORMATION

- (i) The **insurer** shall have direct access to the **professional adviser** at all times.
- (ii) The **insurer** shall be entitled to obtain from the **professional adviser** any information, relating to the **proceedings**, whether or not privileged, and the **insured** shall, if so requested, immediately give any instructions to the **professional adviser** which may be required for this purpose.
- (iii) The **insurer** shall be notified immediately in writing by the **insured** or the **professional adviser** of any **offer** made. If the **insurer** considers the outcome of the **proceedings** to be equally or less favourable to the **insured** than the **offer**, the **insurer** shall have no liability in respect of any further **professional costs**.

17. DISPUTES

Any disputes between the **insured** and the **insurer** shall be referred to an arbitrator who shall be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator, the Law Society may be asked to make a nomination. The arbitration shall be binding and carried out in accordance with the Arbitration Act 1996, as amended, supplemented or re-enacted from time to time. The costs of the arbitration shall be at the discretion of the arbitrator.

18. CANCELLATION

- (i) The **insurer** may cancel the **insured's** cover under this **policy** at any time by giving 14 days written notice to the **insured**. If no claims have been notified to the **insurer** a pro rata refund of **relevant premium** will be made unless cancellation is made in respect of Clause 19. (i) and Clause 19. (ii).
- (ii) The **insured** may cancel their cover under this **policy** within 14 days of receipt of insurance documentation and receive a full refund of **relevant premium** provided no claims have been notified to the **insurer**. Thereafter, the **insured** may cancel their cover under this **policy** by giving written notice to the **insurer**, however no refund of **relevant premium** will be made.

19. TERMINATION

The **policy** will terminate on the earliest of the following events:

- (i) the end of the **term**;
- (ii) the **insured** fails to pay the **relevant premium** when due; or
- (iii) the **insured's** cover under the **policy** is cancelled.

Notification of a claim will not be accepted for an **insured event** occurring after termination of the **policy**.

20. GENERAL CONDITIONS

- (i) If the **insured** does not keep to the terms of the **policy**, they will not be entitled to any benefit under the **policy**.
- (ii) If the **insured** gave false or misleading information when they applied for insurance cover, and this information would have affected the **insurer's** decision to insure them, the cover will end. The **insurer** will not pay any benefit and will refund the percentage of the **relevant premium** that they think is reasonable.
- (iii) The contract between the **insured** and the **insurer** is made up of this **policy**, the **schedule**, any endorsement and any other information provided by the **insured**.
- (iv) The **insurer** shall not be bound by any agreement to which they are not a party.

- (v) The rights under this **policy** cannot be transferred to anyone other than the **insured**.
- (vi) The **policy** cannot be used to protect any person other than the **insured**.
- (vii) The benefit cannot be paid to anyone else or in any way other than as described in this **policy**.
- (viii) When cover under this **policy** ends it will not have a cash value.
- (ix) All notices and communications sent or received by the **insurer** will be considered to have been duly sent or received.
- (x) The **insurer** is not bound to give notice when this **policy** becomes due for renewal.
- (xi) The parties to this **policy** are free to choose the law applicable to it. Without agreement to the contrary, English Law will apply. If the **insured** lives in Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man, they will be entitled to commence legal **proceedings** in their local courts.
- (xii) To improve the quality of its service, the **insurer** will be monitoring and recording some telephone calls.
- (xiii) **Insurers** share information with each other to prevent fraudulent claims via a register of claims. A list of participants is available on request. In the event of a claim, any information the **insured** has supplied relevant to this insurance and on the claim form, together with other information relating to the claim, will be provided to the register.
- (xiv) The **insurer, the administrator and MARAS** are covered by the Financial Services Compensation Scheme (the "Scheme"). The **insured** may be entitled to compensation from the Scheme if the **insurer, the administrator or MARAS** cannot meet their obligations. The amount of compensation depends on the type of business. Most types of insurance business are covered for 100% of the first £2,000 of a valid claim and 90% of the remaining amount of the loss. Further information about compensation arrangements is available from the Financial Services Compensation Scheme on 020 7892 7300.

21. DATA PROTECTION ACT

The details of the **Insured**, the **Insured's** insurance cover and claims will be held by the **Insurer**, the Administrator and MARAS for underwriting, processing,

claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

22. CUSTOMER SERVICE

While it is always the **insurer's** and the **administrator's** intention to provide a first class standard of service, if the **insured** does have any concerns regarding this insurance cover, please address them to:

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

Should the **insured** remain dissatisfied with the outcome of any internal enquiries, the **insured** has the right to refer the complaint to:

The Financial Ombudsman Service (FOS)
South Quay Plaza, 183 Marsh Wall, London E14 9SR

This procedure will not prejudice the **insured's** right to take legal **proceedings**. However please note that there are some instances when the FOS cannot consider complaints.

The **insured** has the right to refer any dispute under this **policy** to arbitration.

A leaflet detailing **our** full complaints/appeals process is available from the **administrator** on request.

AUTHORISATION

Arc Legal Assistance Ltd is authorised and regulated by the Financial Services Authority. Our FSA Register number is 305958. Our permitted business is arranging with a view to transactions in non-investment insurance contracts, arranging (bringing about) non-investment insurance contracts, advising on non-investment insurance contracts, dealing as an agent in non-investment insurance contracts and assisting in the administration and performance of non-investment insurance contracts. You can check this on the FSA's register by visiting the website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234

Inter Partner Assistance (IPA) is a branch of Inter Partner Assistance SA (IPA SA) based in Belgium. IPA SA is authorised by the Commission Bancaire, Financiere et des Assurance (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Services Authority here in the UK. Their FSA Register number is 202664. Their regulative activities are Miscellaneous Financial Loss, Legal Expenses and Assistance.

IPA is a member of the Association of British Insurers

IPA address details are:

Inter Partner Assistance
The Quadrangle
106-118 Station Road
Redhill
Surrey RH1 1PR
Registered No: FC008998

