

# Landlord Insurance

## Insurance Product Information Document

Company: Arc Legal Assistance Ltd

### Product: Uinsure Landlord Insurance - Landlord Legal Expenses & Guarantee Cover

Arc Legal Assistance Limited is registered in England & Wales and is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958.

This insurance is provided by Arc Legal Assistance Limited and the insurer is AmTrust Europe Limited.

AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189.

This document summarises the key features of your insurance policy. It is not tailored to individual needs and so may not provide all the information relevant to your cover requirements. Complete pre-contractual and contractual information is provided in other documents.

#### What is this type of insurance?

This is a residential Property Owners Legal and Rent Protection policy, providing insurance to cover advisers' costs to pursue and defend certain legal disputes and payment of rent owed by a tenant under a tenancy agreement.



#### What is insured?

We'll cover advisers' costs to help you pursue or defend a claim in the following situations:

- ✓ **Tenant Eviction:** To pursue legal action against a tenant or guarantor to recover possession of the insured property where the tenant fails to perform their obligations under the tenancy agreement relating to the rightful occupation of the insured property. Up to £100,000 of advisers' costs
- Breach of Tenancy Agreement:** Up to £100,000 of advisers' costs
- ✓ **Property Infringement:** To pursue a legal action for nuisance or trespass against the person or organisation infringing your legal rights in relation to the insured property. Up to £100,000 of advisers' costs
- ✓ **Property Damage:** To pursue your legal rights for financial compensation for damages against a person or organisation that causes physical damage to the insured property. Up to £100,000 of advisers' costs
- ✓ **Legal Defence:** To defend civil or criminal proceedings in respect of any act or omission, or alleged act or omission, by you arising out of your ownership or management of the insured property. Up to £100,000 of advisers' costs
- ✓ **Probate:** To pursue legal proceedings within the territorial limits by you in respect of a probate dispute involving the will of your deceased parents or grandparents, children, step-children or adopted children where you are contesting a will as a named beneficiary or as a member of a class of beneficiaries with an immediate interest. Up to £100,000 of advisers' costs



#### What is insured?

- ✓ **Health and Safety Prosecutions:** To defend criminal prosecutions brought against you in relation to the insured property under:
  - The Gas Safety (Installation and Use) Regulations 1994;
  - The Furniture and Furnishings (Fire) (Safety) Amendments Regulations 1993;
  - The Electrical Equipment (Safety) Regulations 1994;
  - And later amending regulations or their equivalent outside of England and Wales but within the territorial limits. Up to £100,000 of advisers' costs
- ✓ **Tax:** Accountancy fees: if you are subject to an HM Revenue and Customs Full Enquiry into your personal Income Tax position. Up to £100,000 of advisers' costs
- ✓ **Tax Disputes:** Advisers' costs incurred by you and arising directly from Business Full Enquiries or Business Aspect Enquiries, subject to the conditions shown in your policy wording. Up to £2,000 of advisers costs for Aspect Enquiries and up to £100,000 of advisers' costs for Full Enquiries
- ✓ **Jury Service:** We will pay a daily rate for the duration you are off work while attending jury service for each whole day of such attendance providing these costs are not recoverable from your employer or the court.
- ✓ **Rent Guarantee (Optional cover):** You are covered for rent owed by a tenant under a tenancy agreement in relation to the insured property up to the maximum amount payable, where the insured event occurs during the period of insurance, and you, where appropriate, are pursuing a claim against the tenant to evict them from the insured property. up to £2,500 per month for a maximum of 12 months



## What is not insured?

- ✗ **Pre-Inception Incidents:** We won't cover events that started before the policy began.
- ✗ **Prospects of Success:** We won't cover any legal action if there are not prospects of success. This is where the likelihood of winning is less than 51%.
- ✗ **Tenant Eviction:** There is no cover for claims where you fail to provide evidence that you successfully completed a tenant reference on the tenant (and guarantor if required), prior to the start of the tenancy agreement, or where the tenancy agreement started more than 31 days after the tenant reference.
- ✗ **Minimum Amount in Dispute:** We won't cover claims under the Rent Guarantee section of cover if the amount in arrears is less than £250. We also won't cover claims where the amount in dispute is lower than the estimated advisers' costs to act for you.
- ✗ **Conflicts:** We will not cover any claims relating to disputes between persons insured under this policy; nor any costs covered by another insurance policy.
- ✗ **Approved Costs:** We will not cover any advisers' costs or any other costs and expenses incurred which have not been agreed in advance or are above those for which we have given our prior written approval.



## Are there any restrictions on cover?

- ! Where required by us or the law, you must attempt in good faith to settle the claim using the mediation service.
- ! **Excess:** You are responsible for the first £200 of any claim under the Tax Disputes (Aspect Enquiries only) section of cover, and an amount equal to one month's rent for any claim under the Rent Guarantee section of cover.
- ! **Qualifying Period:** There is a 90 day qualifying period for claims for Tenant Eviction, and a 180 day qualifying period for claims for Property Infringement. We will not cover any incidents arising within this time.
- ! **Your Own Advisers' Costs:** Once court proceedings are issued, or in the event that a conflict of interest arises, you're welcome to use your own legal representative, but we won't cover any costs in excess of our standard advisers' rates.
- ! **Withdrawn Claims:** If you withdraw from the legal action without our consent, you're responsible for any advisers' costs.



## Where am I covered?

- ✓ The product provides cover for your let property in the United Kingdom of Great Britain and Northern Ireland.



## What are my obligations?

- You must answer our questions honestly, accurately and provide true and complete information, and tell us of any changes in your circumstances that may affect your insurance and the cover provided.
- You must tell us as soon as you become aware of any circumstances which may lead to a claim.
- You must comply with all the conditions set out in the policy.
- You must pay the premium shown on the Policy Schedule.



## When and how do I pay?

Payments are collected by Direct Debit. You may either pay your premium as an annual payment or spread your payments into monthly instalments. Premiums will be collected alongside your main Landlord Insurance policy.



## **When does the cover start and end?**

The cover starts on the date shown on your schedule and lasts 12 months. Your policy may be renewed and payment taken unless you contact us to stop it before the renewal date. We will contact you before your renewal date and before taking payment to confirm your renewal terms.



## **How do I cancel the contract?**

You can cancel your policy at any time.

If you cancel within 14 days of your policy start date, we will give you a full refund – as long as there hasn't been a claim (or an incident that might lead to a claim).

If you cancel after 14 days of your policy start date, no refund of the premium will be given.

To cancel, please call us on 0344 844 3844 or write to us at PO Box 1189, Doncaster, DN1 9RP