

# Landlord Insurance

## Insurance Product Information Document

**Company:** Arc Legal Assistance

**Product:** Uinsure Landlord Insurance - Landlord Legal Expenses & Rent 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 document gives a summary of the main features of your insurance policy. Full details are 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?

For a full list of what is and isn't covered please refer to the policy wording booklet.

- ✓ **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.
- ✓ **Breach of Tenancy Agreement:** You are covered to pursue legal action to recover possession of the insured property from anyone occupying it without your permission.
- ✓ **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.
- ✓ **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.
- ✓ **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.
- ✓ **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.



### What is insured?

- ✓ **Tax:** Accountancy fees: if you are subject to an HM Revenue and Customs Full Enquiry into your personal Income Tax position.
- ✓ **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.
- ✓ **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.
- ✓ **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.
- ✓ **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 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.

**Important:** each of these sections of cover contains exclusions which are specific to that cover. The policy wording has the full details.



## What is not insured?

For a full list of what is and isn't covered please refer to the policy wording booklet.

- ✗ Events that started before the policy began.
- ✗ Any legal action if there are no prospects of success. This is where you do not have a 51% or higher chance of winning the case and achieving a successful outcome.
- ✗ 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.
- ✗ 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.
- ✗ Claims relating to disputes between persons insured under this policy; nor any costs covered by another insurance policy.
- ✗ 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 months rent for any claim under the Rent Guarantee section of cover.
- ! **Qualifying Period:** There is 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.
- ! **Freedom of Choice:** Only at the point it may be necessary to start court proceedings do you have the right to choose an adviser of your own choice to act for you. Should you choose to do so, we will only pay standard advisers' costs up to £100 per hour plus VAT (this may vary from time to time at our discretion). It is important that if you decide to choose your own adviser that you ensure they are suitably experienced and competent to act on your behalf, we will not be able to provide any advice or guidance in relation to choosing a non-panel adviser.
- ! **Withdrawn Claims:** If you withdraw from the legal action without our consent, you're responsible for any advisers' costs.



## Where am I covered?

- ✓ Claims which arise in United Kingdom.



## What are my obligations?

- You must notify claims as soon as possible once you become aware of the insured incident and within no more than 180 days of you becoming aware of the insured event, or 45 days for claims relating to Identity Fraud.
- You must give us, at your own expense, all of the information which we reasonably need to assess a claim.
- You must give all the information the adviser and we ask for.
- You must get our consent before incurring any legal advisers' costs.



## 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 or the date you receive your policy documents (whichever is later), 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).

After the 14 days, if you pay annually, you can cancel this insurance at any other time and you will receive a partial refund of premium proportionate to the unexpired period of this insurance, as long as you have not made a claim under this insurance and do not intend to make a claim under this insurance.

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