Benefits2U Ltd Landlords Legal Protection

Insurance Product Information Document

Company: **Arc Legal Assistance Limited is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958.**

Product: **Landlords Legal Protection**

This insurance is managed and provided by Arc Legal Assistance Limited and underwritten by 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?

Landlords Legal Protection provides insurance to cover up to £25,000 for advisers' costs for certain types of legal action(s) as detailed in this document, your policy wording and your insurance schedule.

What is insured?

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

✓ **Tenant Eviction and Pursuit of Rent Arrears:** To pursue:
- Legal action against a tenant or guarantor to recover possession of the insured property where the tenant fails to perform his obligations set out in the tenancy agreement relating to the rightful occupation of the insured property.
- A tenant or guarantor for rent arrears owed on a tenancy relating to the insured property once possession has been gained.

✓ **Criminal Prosecution:** 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.

✓ **Squatters Eviction:** To pursue a legal action to evict anyone who is not your tenant or ex-tenant from the insured property who has not got your permission to be there.

What is not insured?

The policy does not provide cover for:

✘ **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 you do not have a 51% or greater chance of winning the case and achieving a successful outcome.

✘ **Tenant Eviction:** We won't cover claims where you fail to provide evidence that you successfully completed a tenant reference or 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.

✘ **Proportionality:** We 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 with anyone else insured under the 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?

! **Qualifying Period:** There is a 90 day qualifying period for claims for Tenant Eviction. 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?

✓ Claims which arise, or where proceedings are brought in The United Kingdom.

What are my obligations?

- You must notify claims as soon as possible once you become aware of the insured event and within no more than 180 days of you becoming aware of the insured event, or 45 days for claims relating to Tenant Eviction and Pursuit of Rent arrears.
- You must supply, at your own expense, all of the information which we reasonably require to decide whether a claim may be accepted.
- You shall supply all information requested by the adviser and us.
- You must gain our consent before incurring any legal advisers' costs.

When and how do I pay?

You can pay for your insurance in one lump sum with a debit / credit card or in monthly instalments by direct debit. If you pay by instalments, a credit charge will be applied.

When does the cover start and end?

This cover is purchased alongside your property owners insurance. Please refer to your schedule for the start and end dates of your insurance.

How do I cancel the policy?

Please contact the intermediary you purchased this insurance from.