AJ Gallagher Residential Landlord Legal Protection

Insurance Product Information Document

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

Product: Residential Property Owners Legal Protection

This document gives a summary of the main features of your insurance policy. It is not based on your individual needs and so might not provide the right cover for you. Full details are provided in other documents.

What is this type of insurance?

This is a Residential Property Owners Legal Protection policy providing insurance to cover advisers' costs to pursue and defend certain legal disputes as set out 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:** Up to £100,000 of advisers' costs to pursue:
  - A legal action against a tenant 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 in a tenancy relating to the insured property once possession has been gained.
- ✓ **Property Infringement:** Up to £100,000 of advisers' costs 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 Sale and Purchase:** Up to £100,000 of advisers' costs to pursue or defend a legal action arising from a breach of a contract for the sale or purchase of your insured property.
- ✓ **Contract Disputes (Repair and Renovation of the Property):** £100,000 of advisers' costs incurred in the pursuit or defence of any dispute or legal proceedings made by or brought against you in a contractual dispute with a contracting party over the repair or renovation to the insured property.
- ✓ **Criminal Prosecution:** Up to £100,000 of advisers' costs 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.

- ✓ **Identity Fraud:** Up to £100,000 of advisers' costs in respect of insured events arising from identity fraud, you are covered for advisers' costs to defend your legal rights and/or take reasonable steps to remove County Court Judgments against you that have been obtained by an organisation that you allege to have purchased, hired or leased goods or services from.

What is not insured?

The policy does not provide cover for:

- ✗ 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 greater chance of winning the case and achieving a successful outcome.
- ✗ Claims under the Property Sale and Purchase section of cover if the amount in dispute is less than £250 (not including VAT). We also won't cover claims where the amount in dispute is lower than the estimated advisers' costs to act for you.
- ✗ Claims where you fail to provide evidence that you successful 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 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.
- ✗ Claims where you have not complied with all laws and regulations relating to the renting out of your insured property.

Are there any restrictions on cover?

- ! **Qualifying Period:** There is a 30 day qualifying period for claims under the Identity Fraud section of cover, 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.

- ✓ **Tax Disputes:** Up to £100,000 of advisers' costs incurred by you and arising directly from business full enquiries or business aspect enquiries.
- ✓ **Hotel Expenses and Storage Costs:**
  - Up to £20 per day up to a maximum of 30 days' hotel expenses incurred by you whilst you try to get a possession order for your insured property, so you can live in it;
  - Up to £20 per day up to a maximum of 30 days' costs incurred by you to store your household possessions while you are unable to reoccupy the insured property.

Where am I covered?

✓ Claims which happen in, or where proceedings are brought in, the United Kingdom.

What are my obligations?

- You must tell us about a claim 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 and Identity Fraud.
- You must supply, at your own expense, all of the information which we require to decide whether a claim should be accepted.
- You must supply all information requested by the adviser and us.
- You must get our consent before incurring any legal advisers' costs.

When and how do I pay?

This insurance is arranged by your insurance adviser. Please refer to the documents provided to you when you took out this insurance to understand when and how you pay for this insurance.

When does the cover start and end?

Please look to your schedule which will show when the insurance cover starts and ends. It will also tell you how your insurance is renewed.

How do I cancel the policy?

If you have taken out this insurance as an optional add-on, you can cancel this insurance at any time by contacting your insurance adviser and giving 14 days' notice. If you do this within 14 days of taking out this insurance, you will get a refund of the premium provided you have not already made, and do not intend to make, a claim. If you cancel at any time after the first 14 days, you will get a refund of the premium less an amount for the time we have already provided cover provided that you have not made, and do not intend to make, a claim.

If this insurance is provided automatically as part of your main insurance contract, it cannot be cancelled in isolation. For details on how to cancel your main insurance contract please contact your insurance adviser.
More information about your cancellation rights, any applicable administration charges and the reasons we can cancel the policy is included with your policy documents.