

Residential Property Owners Legal Expenses

Insurance Product Information Document

Company: Harrison Beaumont Insurance Services Ltd

Product: Landlords Legal Expenses

Harrison Beaumont Insurance Services Ltd is authorised and regulated by the Financial Conduct Authority. Registration Number 303968

This insurance is managed and provided by Arc Legal Assistance Limited and underwritten by AmTrust Europe Limited.

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958.

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. If Rent Guarantee is selected cover is also provided for loss or rent up to £2,500 per month for 6 months, up to a maximum of £15,000.



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; and
 - 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) 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 and who has not got your permission to be there.

(Optional) Rent Guarantee: To cover rent owed by a tenant under a tenancy agreement where you are pursuing a claim against the tenant to evict them from the insured property.



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 the likelihood of winning is less than 50%.
- ✗ **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.
- ✗ **Minimum amount in dispute:** We won't cover claims where the amount in dispute is lower than the estimated advisers' costs to act for you. We also won't cover claims for Rent Guarantee (if selected) where the amount in arrears is less than £250 (plus VAT).
- ✗ **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 90-day qualifying period for claims for Tenant Eviction and Pursuit of Rent Arrears. 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.
- ! **Excess:** In respect of Rent Guarantee (where selected), you are responsible for an amount equal to one month's rent of any claim.



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 reasonably possible once you become aware of the insured incident and within no more than 45 days of you becoming aware of the insured incident, other than in relation to claims under Criminal Prosecution where claims must be submitted within 180 days of the insured event.
- 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?

Premiums are included within your Residential Property Owners Insurance policy premium which can be paid 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 provided automatically as part of your Residential Property Owners Insurance policy and the cover start and end dates will be the same as those shown in the schedule for that policy.



How do I cancel the policy?

This cover is provided automatically as part of your Residential Property Owners Insurance policy and cannot be cancelled in isolation.