



Landlords Legal
Expenses and Rent
Guarantee Insurance
Policy Summary

Landlords Legal Expenses and Rent Guarantee Insurance Policy Summary

Some important facts about your Landlords Legal Expenses and Rent Guarantee insurance policy are summarised below. This summary does not describe all the terms and conditions of your policy, so please take time to read the policy document to make sure you understand the cover it provides.

The insurance cover summarised in this document is provided by AmTrust Europe Limited, and administered on their behalf by Arc Legal Assistance Ltd (We/Us/Our).

Your Landlords Legal Expenses and Rent Guarantee insurance cover is valid for the period specified in the insurance schedule and applies to the tenancy agreement with the tenant in the property specified in the insurance schedule.

Significant features and benefits	Significant exclusions or limitations	Policy section
<p>Advisers' costs of up to £50,000 per claim are covered.</p>	<p>This insurance covers the legal costs incurred by Arc Legal's panel solicitors. You are not covered for any other legal representative's costs unless court proceedings are started or a conflict of interest arises.</p> <p>It is a key condition of this insurance that there must be prospects of success in taking legal action before a claim for legal costs will be accepted.</p> <p>For full details of policy exclusions please refer to the policy wording.</p> <p>In summary there is no cover for:</p> <ul style="list-style-type: none"> ■ Claims arising from disputes between you and your agent or mortgage lender ■ Appeals without our prior written consent ■ Advisers' costs incurred in avoidable correspondence. 	<p>All</p>
<p>Advisers' Costs to: Pursue eviction proceedings 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.</p>	<p>The tenant must have passed a tenant reference as defined in the policy wording and all conditions of that reference must have been complied with.</p> <p>You must have entered into an Assured Shorthold Tenancy, Company Let or a written common law residential tenancy agreement with the tenant.</p> <p>The tenancy agreement must be for a fixed term of no more than 12 months or if longer, must contain a break clause allowing both parties to terminate the tenancy after the first 12 months.</p>	<p>Tenant Eviction</p>

	<p>There is no cover for disputes with any persons other than the tenant(s) or guarantor named in the tenancy agreement.</p> <p>There is no cover for claims:-</p> <ul style="list-style-type: none"> ■ where the tenancy agreement commences more than 31 days after the tenancy reference. ■ arising from or connected to your performance of your obligations under the tenancy agreement. ■ arising from dilapidations unless the missing or damaged items were contained within a dilapidations inventory. ■ falling within the jurisdiction of the Rent Assessment Committee, the Lands Tribunal or the Leasehold Valuation Tribunal. ■ relating to the payment or non payment of service charges as defined within the Landlord and Tenant Act 1985 (as amended). 	
<p>Legal costs to pursue: Actions for nuisance or trespass relating to the insured property.</p>	<p>There is no cover for claims arising from a dispute relating to a tenancy agreement or any other lease or licence to occupy property or land.</p>	<p>Property Infringement</p>
<p>Legal costs to defend: Criminal actions brought against you relating directly or solely from your ownership of the insured property.</p>	<p>There is no cover for legal costs arising from something you have done, knowing it to be wrongful or ignoring that possibility.</p>	<p>Criminal Prosecution</p>
<p>Rent arrears owed by the tenant under the tenancy agreement and where appropriate, you are pursuing proceedings under this insurance to evict the tenant from the insured property.</p>	<p>There is no cover if any of the significant exclusions or limitations listed under the 'Tenant Eviction' section apply.</p> <p>An amount equal to one month's rent is not covered under this insurance. This is the excess.</p> <p>Rent is only payable:-</p> <ol style="list-style-type: none"> a) For up to 6 month's or b) For the dates shown as the term in the tenancy agreement, (if the tenancy has been allowed to roll onto a monthly periodic term, up to expiry of any notice to bring the monthly periodic tenancy to an end) whichever is the lesser; and c) Whilst the tenant (including any unauthorised occupant) remains in occupation of the insured property; and d) Up to the limit of indemnity <p>A minimum of £250 must be in arrears before any claim payments are made.</p> <p>Rent will be paid in accordance with the above and monthly in arrears at a rate of 1/30th for each continuous day that it is in arrears.</p> <p>You will repay to us any claim payments we have made for rent from the deposit after deduction of the cost of dilapidations to the insured property by the tenant (which must be evidenced by presentation to us of a receipt for repair/replacement work / items).</p>	<p>Rent Guarantee (only applicable if you have paid the appropriate additional premium)</p>
<p>Legal Helpline is available 24/7</p>		

Cancellation rights (cooling off period)

Within 14 days of receipt of insurance documentation you may cancel this policy if it does not meet your needs. Subject to your insurance adviser receiving your written advice of this, they will issue a full return of premium, the policy will be regarded as not having been taken up by you and will be cancelled from inception.

To make a claim

As soon as you have a legal problem that you may require assistance with under this insurance you should telephone the legal advice line on **0344 770 1044** and quote "**Intasure Residential Landlords**".

Complaints

If you are unhappy with the service that has been provided, you should contact us at the address below. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. For full details of our complaints procedure and how to contact the Financial Ombudsman Service please see our policy document.

Our contact details are:

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD

Tel 01206 615000

Email customerservice@arclegal.co.uk

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). If we fail to carry out our responsibilities under this policy, you may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.org.uk or by phone on 0800 678 1100 or 020 7741 4100