

# Your Landlords Legal & Rent Protection

## Insurance Product Information Document

**Company:** First2Protect      **Product:** Landlord Legal & Rent Protection

First2Protect Insurance Services is a trading name of First2Protect Limited. First2Protect Limited is an Appointed Representative of PRIMIS Mortgage Network, a trading name of First Complete Ltd, No.2 Methuen Park, Chippenham SN14 0GB which is authorised and regulated by the Financial Conduct Authority (FRN: 435779). Registered in the United Kingdom.

**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.**

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 Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189.

### What is this type of insurance?

Landlords Legal and Rent Protection provides insurance to cover for advisers' costs and rent (where applicable) 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 adviser's costs to help you pursue or defend a claim in the following situations (Up to £50,000):

- ✓ **Tenant Eviction and Pursuit of Rent Arrears:** To pursue:
  - Mediation with the Tenant (and Guarantor if required) to resolve breaches in the Tenancy Agreement relating to the rightful occupation of the Insured Property
  - 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.
- ✓ **Squatter Eviction:** To pursue proceedings to evict a person or persons who have gained unlawful entry to the insured property.
- ✓ **Property Infringement:** Proceedings 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.
- ✓ **Contract Disputes:** To pursue or defend proceedings following a breach of a contract you have for buying or hiring goods or services in relation to the insured property.
- ✓ **Criminal Prosecution:** To defend proceedings as a result of a prosecution against you in a court of criminal jurisdiction where you are charged for committing a criminal offence directly and solely arising from your ownership of 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%.
- ✗ **Minimum amount in dispute:** We won't cover claims for Contract Disputes if the amount in dispute is less than £100, or claims for Rent Guarantee if the amount in arrears is less than 30 days rent. We also 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' or professional service provider 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.
- ✗ **Excess:** If a claim is accepted under the Rent Guarantee section of this policy, an excess equivalent to 2 months rent will be applied



#### Are there any restrictions on cover?

- ! **Qualifying period:** There is a 30 day qualifying period for claims under Identity Fraud, a 90 day qualifying period for claims under Tenant Eviction, and a 180 day qualifying period for claims under 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.

- ✓ **Identity Fraud:** 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.
- ✓ **Tax Disputes:** Accountancy fees as a result of an HM Revenue and Customs Business Full Enquiry.
- ✓ **Hotel Expenses (£150 per day for maximum of 30 days) and Storage Costs (£10 per day for maximum of 30 days):**
- ✓ Hotel expenses incurred by you, whilst you try to get a possession order for the insured property so you can live in it subject to the following conditions:
  - ✓ You have nowhere else to stay
  - ✓ A claim under Tenant Eviction is being pursued
  - ✓ Evidence is provided for the costs incurred by you staying in a hotel
  - ✓ Cover will cease as soon as possession has been gained and it is in a habitable condition.
- ✓ Costs incurred by you to store your household possessions while you are unable to reoccupy the insured property subject to the following conditions:
  - ✓ A claim is being pursued under Hotel Expenses above
  - ✓ Evidence is provided for the Storage Costs incurred by you.

**The following Rent Guarantee section only applies if you if shown as applicable on your policy schedule.**

- ✓ **Rent Guarantee (Up to £1,250 per month):** You are covered for rent owed by a tenant or guarantor under a tenancy agreement in relation to the insured property up to the limit of indemnity where the insured incident occurs during the period of insurance and you, where appropriate, are pursuing a claim against the tenant to evict them from the insured property.



### 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.
- 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?

The contract is for a duration of one year and will start on policy commencement date and will end one year later, as stated in your policy schedule.



### How do I cancel the policy?

You have a statutory right to cancel your policy within 14 days from the day of purchase or renewal of the contract or the day on which you receive your policy or renewal documentation, whichever is the later. You will be entitled to a full refund of the premium paid and no cancellation fee will be charged. If you wish to cancel and your insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid and no cancellation fee will be charged. If you do not exercise your right to cancel your policy, it will continue in force for the term of the policy and you will be required to pay the premium as stated. Please refer to policy wording for full cancellation details.

