

# Your Rent Guarantee & Legal Expenses



## Insurance Product Information Document

Company: Arc Legal Assistance Ltd

Product: First2Protect Your Rent Guarantee & Legal Expenses

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.

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 Rent Guarantee and Legal Expenses provides insurance to cover for advisers' costs and rent (where applicable) for certain types of legal action(s) you are involved in as a result of renting out your property. The full details are shown in the policy wording and the policy 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 Mediation, 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 their 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 a legal action to evict a person or persons who have gained unlawful entry to the insured property.
- ✓ Property Infringement: 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 Damage: To pursue your legal rights for financial compensation for damages against those that cause physical damage to the insured property.
- ✓ Contract Disputes: To pursue or defend a legal action 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.
- ✓ Identity Fraud: To defend your legal rights and/or take necessary 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):



### What is not insured?

The policy does not provide cover for:

- ✗ Events that started before the policy began
- ✗ Any legal action if there are not prospects of success. This is where the likelihood of winning is less than 50%.
- ✗ Claims for Contract Disputes if the amount in dispute is £100 or below, or claims for Property Damage if the amount in dispute is £1,000 or below. We won't cover 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.
- ✗ Claims relating to disputes with anyone else insured under the policy
- ✗ Advisers' costs or any other costs and expenses incurred which we have not agreed in advance or are more than those we have given our prior written approval for.



### Are there any restrictions on cover?

- ! Qualifying Period: There is no cover for claims during the first 90 days of the period of insurance with First2Protect where the tenancy agreement commenced before this insurance unless you had a minimum of 12 months continuous previous insurance with an alternative provider.
- ! 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 that are more than our standard advisers' rates.
- ! Withdrawn Claims: You are liable for any Advisers' Costs if you withdraw from the Legal Action without our prior consent. Any costs already paid by us will be reimbursed by you

- 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.

**Optional Cover - The following Rent Guarantee section only applies if shown as applicable on your policy schedule:**

- ✓ Rent Guarantee: (Up to the amount shown in your policy schedule each month for up to 12 months): You are covered for rent owed by a tenant or guarantor under a tenancy agreement in relation to the insured property up to the maximum amount payable where the insured event 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 possible, but within 45 days of you becoming aware of the insured event.
- You must supply, at your own expense, all of the information which we reasonably need to assess a claim.
- You must give all the information the adviser and we ask for.
- You must get 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 twelve monthly instalments by direct debit. If you pay by instalments, a credit charge will be applied.



**When does the cover start and end?**

Your policy schedule will confirm the dates of cover that apply to you.



**How do I cancel the contract?**

To cancel, call First2Protect on 01392 849750

Within 14 days – you are entitled to a full refund of premiums paid and no cancellation fee will be charged.

Outside of 14 days – you are entitled to a refund of the premium paid, subject to a deduction for the time you have been covered.

Please refer to your policy wording for full cancellation details.