

CIA Insurance Landlords Legal Expenses

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 £50,000 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.
- ✓ **Tenant Dilapidations Pursuit:** Up to £50,000 of advisers' costs to pursue your tenant for costs incurred in rectifying damage caused by the tenant to the insured property.
- ✓ **Property Infringement:** Up to £50,000 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 Damage:** Up to £50,000 of advisers' costs to pursue your legal rights for financial compensation for damages against a person or organisation, other than the tenant, that causes physical damage to the insured property.
- ✓ **Legal Defence:** Up to £50,000 of advisers' costs to defend civil and criminal prosecutions brought against you in relation to the insured property arising from your obligations as a landlord.
- ✓ **Tax Disputes:** Up to £50,000 of advisers' costs incurred by you and arising directly from business full enquiries or business aspect enquiries.



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 Damage section of cover if the amount in dispute is below £500. 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 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 90 day qualifying period for claims for Tenant Eviction, 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.



Where am I covered?

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



What are my obligations?

- ✓ Legal expenses is 'claims made' cover. This means that cover is for an insured event that happens during the period of insurance which you must tell us about:
 - during, or
 - no later than 30 days after the end of the period of insurance.

For this reason, you should tell us as soon as possible of any claim, potential claim or any circumstances which might

lead to you making a claim. For Tenant Eviction and Pursuit of Rent Arrears claims, you must tell us within 45 days of any circumstance which may give rise to any claim.

- 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.