

LANDLORDS LEGAL EXPENSES

INSURANCE PRODUCT INFORMATION DOCUMENT

Company: Arc Legal Assistance Ltd

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

Product: Paymentshield

Landlords Legal Expenses

This document provides a summary of the key information relating to this insurance policy. Complete pre-contractual and contractual information on the product is provided in the full policy documentation.

What is this type of insurance?

This Landlords Legal Expenses insurance provides cover for legal costs for a variety of insured events. The policy provides cover for the company, firm, partnership, management agent, association or individual which owns or is responsible for the property noted on the policy certificate which is let solely for domestic residential purposes. This product can be taken in conjunction with your Paymentshield Landlords Insurance policy.

What is insured?

The policy provides legal expenses protection for the events listed, up to the maximum amount set out in your policy certificate.

The insurer will indemnify you against legal costs in relation to:

- ✓ Property legal disputes
- ✓ Repair and renovation disputes
- ✓ Health and safety prosecution
- ✓ HM Revenue & Customs investigations in relation to your tax affairs
- ✓ Rent recovery

This policy also provides:

- ✓ Cover for attendance expenses up to £100 per person per day, up to a maximum of £1,000 for any one claim
- ✓ Tenant Eviction cover, for legal costs incurred in evicting the tenant from the property, including any costs incurred in defending you against a counter claim from the tenant claiming that you have not met your obligations as per the tenancy agreement, up to the limit set out in your policy certificate. (If you have also opted to include Rent Protection with Tenant Eviction cover with your Paymentshield Landlords Insurance policy the maximum the policy will pay for tenant eviction combined is the legal costs limit)

What is not insured?

- ✗ Any dispute (excluding HMRC investigations as outlined below) arising within the first 60 days of the period of insurance if the tenancy agreement commenced before the inception date of this policy, unless it can be evidenced that you previously held comparable cover with another insurer immediately prior to inception of this policy
- ✗ Any claim not submitted to us within 45 days of the date of event and within the period of insurance
- ✗ Claims for legal costs in relation to contracts of employment
- ✗ Claims for legal costs relating to any HMRC Investigations arising within the first 30 days of the first period of insurance unless it can be evidenced that you previously held comparable legal expenses cover with another insurer immediately prior to the inception date of this policy

Are there any restrictions on cover?

- ! There must be a 51% or greater chance that you will recover losses or damages (or obtain any other legal remedy that we have agreed to, including an enforcement of judgement), make successful defence or make a successful appeal or defence of any appeal in your pursuit of civil proceedings



Where am I covered?

- ✓ The United Kingdom



What are my obligations?

- You must provide full and accurate information to all questions asked. Your answers must be true to the best of your knowledge and belief
- A tenant reference must be carried out before the commencement of the tenancy agreement or before start date of this policy, whichever is the later and must include:
 - A credit check obtained from a licensed credit referencing company showing no County Court Judgements in the immediate preceding three years, no outstanding County Court Judgements and no undischarged bankruptcies.
 - Copies of two forms of acceptable identification, one of which must be photographic.
 - Affordability checks must be carried out on all tenants by the purchaser or a licensed referencing company, which confirms that the tenants have the reasonable means to pay the rent, i.e. that their income, or combined income for tenancies with multiple tenants, is sufficient to pay the agreed rent in full

Where the tenant has failed to meet the requirements of the credit check a guarantor must be sought who must meet the above requirements

Where the tenant is a company, a company reference must be carried out showing no CCJ's and the agreed rent must not be greater than 85% of the company's credit limit

- You must take all reasonable measures to minimise the amount of time between obtaining vacant possession and re-letting the property
- You or your agent must not allow the tenant into possession of the property until the first month's rent has been received in cash or cleared funds
- Please do not appoint your own representative before we have accepted your claim. If you do so, we will not be liable for any costs incurred before we have agreed to them, even if we subsequently accept your claim



When and how do I pay?

The date of payment(s), payment method and the full amount to pay for your policy will be shown on your policy documents. You can pay for your policy by credit card, debit card, annual Direct Debit or monthly Direct Debit.



When does the cover start and end?

The dates of cover will be specified in the policy documentation.



How do I cancel the contract?

- You can cancel your policy at any time by calling the policy administrator, Paymentsshield, on the number shown in the policy documentation or by writing to them at the address shown
- If having taken out a policy and after examining it, you decide not to continue with it you have a statutory right to cancel. During this cooling off period, which is detailed in your policy documentation, you can cancel the policy back to the start date without charge and with a full refund of any premiums already paid, unless you have made a claim during this period