

# TENANTS LEGAL EXPENSES INSURANCE

## INSURANCE PRODUCT INFORMATION DOCUMENT

### Company: Arc Legal Assistance Ltd.

Arc Legal Assistance Ltd ('Arc Legal') are authorised and regulated by the Financial Conduct Authority - registered number 305958

### Product: PaymentsShield

### Tenants Legal Expenses Insurance

TC/PS/003

**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 Legal Expenses policy provides cover for you, your spouse or partner, your parents or parents-in-law or your children permanently residing with you in respect of legal costs incurred should you need to bring, or defend a legal action against a third party following an incident as listed below.



### What is insured?

This legal expenses insurance policy provides legal expenses cover for you, your spouse or partner, your parents or parents-in-law or your children permanently residing with you up to £100,000 for any one claim in respect of legal costs incurred should you need to bring or defend a legal action against a third party following:

- ✓ Your unlawful eviction from a property occupied by you under an Assured Shorthold Tenancy agreement
- ✓ Personal claims in respect of personal injury or an event which subsequently causes your death
- ✓ Infringement or encroachment of your use, enjoyment or rights over the property, or nuisance or trespass disputes which occur at or in respect of the property
- ✓ Physical damage to personal property owned by you, or the purchase, hire, lease or sale of personal or private goods

You're also covered for:

- ✓ The pursuit of civil proceedings against your employer relating to any discriminatory action as specified in the Employment Tribunals Act 1996, such as unfair dismissal and minimum wage disputes, as detailed in the policy booklet
- ✓ Legal costs incurred in defending your legal rights or those of a family member noted above arising out of their work as an employee
- ✓ Professional fees in respect of an appeal arising out of a full enquiry by HM Revenue & Customs into your personal tax affairs
- ✓ Legal costs incurred in defending your legal rights following criminal proceedings being brought against you for an offence relating to your ownership or use of a motor vehicle.



### What is insured? Continued

- ✓ Reimbursement of your salary or wages whilst absent from work on jury service
- ✓ Legal costs incurred in bringing a legal action in respect of a probate dispute involving the will of immediate family members (as stated in the policy) where you are contesting as a beneficiary



### What is not insured?

#### General Exclusions

- ✗ Personal injury claims relating to alleged failure to correctly diagnose any medical condition
- ✗ Claims relating to subsidence, ground heave, landslip mining or quarrying
- ✗ Any claim relating to land, or buildings owned by you, but which are not your permanent primary residence within the territorial limits
- ✗ Any claims made in respect of any motor vehicle owned, used by, hired or leased to you, unless a claim is being made under Motor Prosecution Defence
- ✗ Any claim where the amount in dispute is less than £100
- ✗ Employment disputes where your employment status is not that of an employee
- ✗ Fines, penalties or damages which you are ordered to pay by a court, tribunal or other authority
- ✗ Claims in respect of parking or obstruction offences
- ✗ Probate claims relating to the negligent drafting of a will
- ✗ Claims where a will has not been previously made, concluded or cannot be traced
- ✗ Claims in respect of the tax affairs of any business
- ✗ Claims relating to any matter that would be the responsibility of the homeowner to pursue under their landlord or Buildings Insurance.



## Are there any restrictions on cover?

- ! The legal action or criminal prosecution must relate to a cause, event or circumstance which occurs within the territorial limits
- ! For probate claims there is no cover where the financial benefit to you is less than £10,000
- ! The maximum amount payable for jury service is limited to £100 per day, up to a maximum of £1,000
- ! The date of the event must be within the period of insurance and the claim must be notified during the period of insurance
- ! Claims must be notified to us as soon as reasonably possible after the date of the insured event and during the period of insurance
- ! There must be reasonable prospects of success for us to accept your claim and all legal costs and expenses must be agreed in writing by us



## Where am I covered?

- ✓ This insurance covers properties in the United Kingdom (England, Scotland, Wales and Northern Ireland)



## 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. Your answers will form part of the statement of fact on which your policy will be based. If you become aware that information you have given us is inaccurate or has changed, you must inform us as soon as possible. Failure to do this may invalidate your policy and claims may not be paid.



## 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 choose to pay by credit card, debit card, annual Direct Debit or monthly Direct Debit. No charge is made for annual payments by card or Direct Debit but paying monthly by Direct Debit will incur a charge for credit.



## When does the cover start and end?

Your cover start and end dates will be shown in the policy documentation.



## How do I cancel the contract?

You can cancel your policy at any time by calling or writing to Paymentsshield on the details shown in the policy documents. 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 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.