

Tenants Insurance

Insurance Product Information Document

HomeLet

Company: Arc Legal Assistance Limited is registered in England & Wales and is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958.

Product: Personal Legal Protection
Section 6

This insurance is managed and provided by Arc Legal Assistance Limited and underwritten by AmTrust Specialty Limited. AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189.

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?

Personal Legal Protection provides insurance to cover up to £100,000 for advisers' costs for certain types of legal action(s) as detailed in 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:

- ✓ **Consumer Pursuit:** To pursue a legal action following a breach of a contract you have for buying or renting goods or services for your private use.
- ✓ **Consumer Defence:** To defend a legal action brought against you following a breach of a contract you have for selling your own personal goods.
- ✓ **Personal Injury:** To pursue a legal action following an accident resulting in your personal injury or death against the person or organisation directly responsible.
- ✓ **Clinical Negligence:** To pursue a legal action for damages following clinical negligence resulting in your personal injury or death against the person or organisation directly responsible.
- ✓ **Employment Disputes:** To pursue a legal action brought before an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach as an employee of your contract of employment or legal rights under employment laws.
- ✓ **Property Infringement:** To pursue a legal action for nuisance or trespass against the person or organisation infringing your legal rights in relation to your main home.
- ✓ **Property Damage:** To pursue a legal action for damages against a person or organisation that causes physical damage to your main home.
- ✓ **Property Sale and Purchase:** To pursue or defend a legal action arising from a breach of a contract for the sale or purchase of your main home.
- ✓ **Tax:** Accountancy fees if you are subject to an HM Revenue and Customs Full Enquiry into your personal Income Tax position.
- ✓ **Data Protection:** To pursue a legal action against a person or organisation for breach of data protection legislation which has resulted in you suffering a financial loss.
- ✓ **Legal Defence:** To defend your legal rights:
 - o Arising out of your work as an employee.
 - o Arising out of a formal investigation or disciplinary hearing brought against you by any trade association or professional or regulatory body.
- ✓ **Jury Service:** The loss of your normal income if you're off work while attending Jury Service.



What is Not insured?

- ✗ 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 for Consumer Pursuit or Consumer Defence if the amount in dispute is less than £125 (plus VAT). 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 you live with or have lived with; 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.



Are there any restrictions on cover?

- ! **Qualifying Period:** There is a 90 day qualifying period for claims for Employment Disputes, and a 180 day qualifying period for claims for Property Infringement. We will not cover any incidents arising within this time.
- ! **Freedom of Choice:** Only at the point it may be necessary to start court proceedings do you have the right to choose an adviser of your own choice to act for you. Should you choose to do so, we will only pay standard advisers' costs up to £100 per hour plus VAT (this may vary from time to time at our discretion). It is important that if you decide to choose your own adviser that you ensure they are suitably experienced and competent to act on your behalf, we will not be able to provide any advice or guidance in relation to choosing a non-panel adviser.
- ! **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 arise, or where proceedings are brought in The United Kingdom, the Channel Islands and the Isle of Man.



What are my obligations?

- You must notify claims as soon as possible once you become aware of the incident and, in any event, within 180 days of you becoming aware of the 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.
- If you're making a claim on your Legal Expenses Insurance, please call 0344 770 1040 our lines are open 24/7.



When and how do I pay?

This insurance is distributed through your Insurance Intermediary. Please refer to the documentation 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 refer to your schedule or similar documentation provided to you by your Insurance Intermediary to confirm when the insurance cover starts and ends as well as details of how your insurance is renewed.



How do I cancel the contract?

If you have taken out this insurance as an optional add-on, you may cancel this insurance at any time by contacting your Insurance Intermediary and providing 14 days' notice. If you exercise this right within 14 days of taking out this insurance, you will receive a refund of premium provided you have not already made, and do not intend to make, a claim against the insurance. If you cancel at any time after the first 14 days, you will be entitled to a refund of premium proportionate to the unexpired term of this insurance 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 Intermediary. More information about your cancellation rights, any applicable administration charges and the reasons we can cancel the policy is included with your policy documents.