



AmTrust Europe

An AmTrust Financial Company

# Legal Expenses & Optional Rent Guarantee Insurance

## Insurance Product Information Document

Company: AmTrust Europe Limited Product: Legal Expenses & Optional Rent Guarantee

This insurance is underwritten by AmTrust Europe Limited. AmTrust Europe Limited is registered in England and Wales, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Financial Services Register number: 1229676.

This document contains some important facts about Legal Expenses & Optional Rent Guarantee Insurance. It is to be regarded as only a summary of cover to help assist you in making an informed purchase decision. Full terms and conditions of the policy are provided in your policy wording.

Please take time to read this policy document to make sure you understand the cover it provides.

### What is this type of insurance?

Property Owners' legal expenses cover, including optional rent guarantee, provides insurance to cover up to £50,000 of advisers' costs if you become involved in a property dispute or a rent debt recovery. Optional rent guarantee pays a benefit of up to £1,500 per month if your tenant defaults on the rent payment.



#### What is insured?

**Legal advisors' costs of up to £50,000 to help you pursue a claim in the following situations:**

- ✓ Eviction: Assistance to evict a person who, by virtue of the termination of the tenancy agreement, no longer has permission to occupy the property.
- ✓ Rent Recovery: Provides legal costs and expenses in pursuit of an undisputed debt for rent unpaid by your tenant.
- ✓ Defence Costs: Defence of your rights if an event arising from you owning or letting the property leads to you being prosecuted in a criminal court.
- ✓ Property Legal Disputes: Provides legal costs and expenses in the pursuit or defence of civil disputes relating to the letting of property owned by you, acts or alleged wrongful acts by a tenant which has caused damage to your property, and an infringement of your legal rights relating to the rightful occupation or ownership of the property by you.
- ✓ Attendance Expenses: Provides up to £1,000 for any one claim in respect of your actual loss of wages when attending court or tribunal/arbitration hearing as a witness or a defendant at the policyholder's request.
- ✓ Legal Helpline: This policy enables you to use a legal helpline to discuss any legal problem concerning you.

Optional Rent Guarantee: Provides a monthly rental benefit of up to £1,500 where your tenant fails to pay or defaults on their rent payment.



#### What is not insured?

- ✗ Pre-inception incidents: We won't cover events that started before the policy began.
- ✗ Excluded Claims: Cover is not provided to defend a claim brought against you for:
  - Bodily injury or death
  - Disease or illness of any person
  - Loss, destruction of or damage to any property
  - Alleged or actual breach of any professional duty
  - Property dispute arising from the breakdown of a marital or quasi-marital relationship
- ✗ Prospect of Success: Cover will only be provided where the prospects of pursuing a claim are 51% or better.
- ✗ Minimum Amount in Dispute: For rent recovery and property legal dispute claims the disputed amount must be more than £400
- ✗ Rent Guarantee excess of 1 months' rent
- ✗ Conflicts: We will not cover any claims relating to disputes with your estate agent, letting agent or managing agent, your advisor, or us, or a claim covered under any other policy of insurance, until the limit of indemnity under that insurance is exhausted.
- ✗ Non-Approved Costs: No cover is provided for costs incurred without our authority.



#### Are there any restrictions on cover?

- ! Qualifying Period: Legal Expenses disputes which arise within the first 3 months of the period of insurance are excluded, unless:
  - the policy is a continuation of a previous policy covering the same interest
  - Or, for a new tenant, the tenancy agreement becomes operative on or after the commencement of the period of insurance



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### Are there any restrictions on cover?

- ! Excess: An excess equivalent to 1 months' rent applies to each rent guarantee claim.
- ! Claims Notification: Any event that might lead to a claim must be notified to the company:
  - o as soon as it comes to your attention
  - o not later than 30 days after the event and within the period of insurance.
- ! Claims Limit: No more than two separate rent debt recoveries are covered for any one tenant during the period of insurance. Optional rent guarantee cover pays a maximum of £1,500 per month for up to 6 months or until the property is vacated, whichever is sooner.
- ! Own Legal Advisor: If proceedings become necessary and you wish to instruct your own legal advisor, you must make a request in writing, and the advisor will have to sign our non-panel solicitors terms and conditions.
- ! Withdrawn Claims: If you withdraw from the legal action without our consent, you're responsible for any advisors' costs and we will be entitled to be reimbursed for any costs or expenses already paid on your behalf.



### Where am I covered (Geographical Limits)?

- ✓ Claims which arise in England, Wales, Scotland, Northern Ireland, Channel Islands and Isle of Man.



### What are my obligations?

- You must have answered all the questions we have asked, truthfully and to the best of your knowledge and understanding, have provided us or your adviser with all relevant information and/or supporting evidence, and kept us updated with any significant changes.
- You must notify all claims to us within the period of cover, and not more than 30 days after the event giving rise to the claim.
- To be eligible for the rent guarantee cover, you must have: obtained satisfactory references; the first month's rent and dilapidations deposit; ensure that all necessary statutory pre-grant notices are served on the tenant; have a written six-month tenancy agreement duly signed by all parties; the tenant must be over 18 years old.



### When and how do I pay?

Please speak to your insurance advisor who will be able to advise you when and how to pay.



### When does the cover start and end?

Please see your Cover Summary or your Schedule for the inception date and the policy term.



### How do I cancel the contract?

- There is a 14 day cooling off period, where if you decide that you do not wish to proceed then you can cancel this insurance by contacting your insurance advisor within 14 days of either:
  - o the date you receive your policy documentation; or
  - o the start of the period of insurancewhichever is the later.
- If it is outside of the 14 day cooling off period, then you can cancel this insurance by contacting your insurance advisor, there will also be a £5.00 ABACUS cancellation charge in addition to any charges/fees made by your Insurer or Insurance advisor.
- We may cancel your insurance by sending 30 days notice by registered post to your correspondence address shown in the schedule. We will return any premium you have paid for any period of insurance left and we will not charge any cancellation penalties such as administration charges.