

Holiday Home Legal Expenses Insurance

Insurance Product Information Document



Company Arc Legal Assistance Ltd **Product:** Holiday Home Legal Expenses Insurance

This insurance is managed and provided by Arc Legal Assistance Limited and underwritten by AmTrust Europe Limited. Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, Financial Services Register 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?

Holiday Home Legal Protection provides insurance to cover up to £50,000 for advisers' costs for certain types of legal action(s) as detailed 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:

- ✓ **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 in relation to the insured property.
- ✓ **Consumer Defence:** To defend a legal action brought against you following a breach of a contract you have for selling goods (in a private capacity) in relation to the insured property.
- ✓ **Personal Injury:** To pursue a legal action following an accident resulting in your personal injury or death against the person or organisation directly responsible.
- ✓ **Property Infringement:** 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:** To pursue a legal action for damages against a person or organisation that causes physical damage to the insured property.
- ✓ **Tax:** Accountancy fees if you are subject to an HM Revenue and Customs Full Enquiry into your personal Income Tax position.
- ✓ **Criminal Prosecution:** To defend Criminal Prosecutions brought against you in relation to the insured property under:
 - The Gas Safety (Installation and Use) Regulations 1994
 - The Furniture and Furnishings (Fire) (Safety) Amendments Regulations 1993
 - The Electrical Equipment (Safety) Regulations 1994And later amending regulations or their equivalent outside of England and Wales but within the territorial limits.
- ✓ **Eviction of Unauthorised Occupants:** To pursue a legal action for repossession of the insured property if it has been occupied by an unauthorised party.



What is not insured?

The policy does not provide cover for:

- ✗ **Pre-Inception Incidents:** We won't cover events that started before the policy began.
- ✗ **Prospects of Success:** We won't cover 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.
- ✗ **Minimum Amount in Dispute:** We won't cover claims for Consumer Pursuit or Consumer Defence, if the amount in dispute is less than £250. We also won't cover claims where the amount in dispute is lower than the estimated advisers' costs to act for you.
- ✗ **Conflicts:** We will not cover any claims relating to disputes with anyone you live with or have lived with; nor any costs covered by another insurance policy.
- ✗ **Approved Costs:** We will not cover 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?

- ! **Excess:** You are responsible for the first £250 of any claim under the Property Infringement section of cover.
- ! **Qualifying Period:** There is 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 arise, or where proceedings are brought:
- ✓ **Personal Injury:** Worldwide
- ✓ **All other sections of cover:** The United Kingdom, the European Economic Area, 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 insured event and within no more than 180 days of you becoming aware of the insured event.
- 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.



When and how do I pay?

You can pay for your insurance in one lump sum with a debit / credit card or in monthly instalments by direct debit. If you pay by instalments, a credit charge will be applied.



When does the cover start and end?

Your cover runs in conjunction with your My Holiday Home insurance policy, please refer to your policy documentation for your start and end dates. Your policy may be renewed and payment taken unless you contact us to stop it before the renewal date. We will contact you before your renewal date and before taking payment to confirm your renewal terms.



How do I cancel the policy?

You can cancel the policy at any time by calling us on 01604 946785 or writing to us at Customer Services, Assist Insurance Services Limited, Royal House, Queenswood, Newport Pagnell Road West, Northampton, NN4 7JJ.

More information about your cancellation rights, applicable administration charges and the reasons we can cancel the policy are included with your policy documents.