

Schofields Holiday Homes Legal Protection

Insurance Product Information Document

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:** Holiday Homes Legal Protection

This insurance is managed and provided by Arc Legal Assistance Limited and underwritten by AmTrust Europe Limited.

AmTrust Europe 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?

Holiday Homes 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 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 for selling goods (in a private capacity) in relation to the insured property.
- ✓ **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.
- ✓ **Occupier Eviction:** To pursue eviction proceedings against an occupier to recover possession of a residential property owned by you, where the occupier fails to perform their obligations set out in an agreement to occupy the insured property.



What is not insured?

The policy does not provide cover for:

- ✗ 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 £250 (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?

- ! **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 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 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 must 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?

This insurance is distributed through your Insurance Adviser. 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 Adviser to confirm when the insurance cover starts and ends as well as details of how your insurance is renewed.



How do I cancel the policy?

If you have taken out this insurance as an optional add-on, you may cancel this insurance at any time by contacting your Insurance Adviser 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 Adviser.

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