

Schofields Holiday Homes Legal Expenses

Insurance Product Information Document

Company: Arc Legal Assistance Limited 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 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.
- ✓ **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.
- ✓ **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.
- ✓ **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:

- ✗ **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 (plus VAT). 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 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.
- 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 must pay your premium before the policy can be issued.
- The premium can be paid using one of the payment options given to you at the time of purchasing this insurance.



When does the cover start and end?

Your policy will start and end on the dates specified as the Period of Insurance in your Schedule, unless it is cancelled by you or by us before it ends. Our right to cancel is limited as set out in the policy.



How do I cancel the policy?

You can cancel this insurance within 14 days from the start of this insurance or the date of receipt of your policy, whichever is later, by writing to Schofields Underwriting Agencies, 5 The Courtyard, Calvin Street, Bolton, BL1 8PB, or by emailing holidayhomes@schofields.ltd.uk. More information about your cancellation rights, applicable administration charges and the reasons we can cancel the policy are included with your policy documents.