



This is a summary of your Property Owners Legal Expenses and Optional Rent Guarantee Insurance and does not contain the full terms and conditions of the cover, which can be found in the policy wording. It is important that you read the policy wording carefully when you receive it. **You should read this document carefully and immediately upon receipt of it** and, if you have any queries you should raise them with your insurance advisor. English Law will apply to the contract of insurance.

## TYPE OF INSURANCE AND COVER

The Property Owners Legal Expenses and Optional Rent Guarantee policy provides cover to help property owners meet the cost of bringing and defending civil action to protect their interest in a Residential Property situated in England, Scotland or Wales, with the option to include cover to provide a monthly rental benefit on unpaid rent for a maximum of six months.

## SIGNIFICANT FEATURES AND BENEFITS OF LEGAL EXPENSES COVER

### Cover

**Limit of Indemnity - Up to £50,000 of legal costs**

#### Property Legal Disputes

Cover for 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 causes damage to your property and an infringement of your legal rights relating to the rightful occupation or ownership of the property by you.

#### Rent Recovery

Legal costs incurred in the recovery of an undisputed debt for unpaid rent, provided that the property is let and the amount in dispute exceeds £400. Normal credit control procedures should have been exhausted and there should be no more than two separate rent debt recoveries pursued for any one tenant during the Period of Insurance

#### Attendance Expenses

Loss of salary or wages incurred for the time off work to attend any court or tribunal hearing as a witness or defendant

Payment of up to £100 per person per day up to a maximum of £1,000 for any one claim to cover actual loss of salary or wages by you (or your employees)

#### Eviction

Legal costs incurred to use your legal rights to evict anyone, other than tenants who have your permission to be in the property

#### Defence Costs

Legal costs incurred in defence of your rights if an event arising from you owning or letting the property leads to you being prosecuted in a criminal court

#### Legal Advice Helpline

Telephone based 24 hour legal advisory service for you and your immediate dependants for any personal legal matter

## SIGNIFICANT FEATURES AND BENEFITS OF RENT GUARANTEE COVER

### Cover

### Limit of Indemnity

Monthly benefit in respect of rent arrears.

Up to 6 months or until vacant possession has been gained whichever is soonest to a maximum of £1,500 per month

Benefit will be paid as stipulated in the policy wording at 1/30<sup>th</sup> of the monthly benefit for each continuous day that rent is in arrears.

Once 6 months rent has been paid to the insured (less any excess), the policy shall terminate and all cover shall cease

## Significant and unusual exclusions or limitations

Your policy excludes some situations. Please refer to your policy wording for full details although the most significant or unusual exclusions are outlined below.

- Claims not reported to the insurer within 30 days of the insured becoming aware of the claim or potential claim
- Any claim against your letting or management agent.
- The amount in dispute must be more than £400
- Any commercial aspect of your property
- Legal expenses incurred before we agree to pay them on your behalf.
- Disputes which in the first instance relate to issues handled by a rent or rates tribunal or the lands tribunal **unless** you are defending legal proceedings brought by a tenant.
- Any claim which arises in the first three months of the Period of Insurance.
- In the case of a Property Dispute you will not have cover for any dispute which you may have which arises from or relates to the breakdown of a marriage or similar personal relationship.

### Specific Rent Guarantee exclusions:

- Where the insured has failed to obtain one satisfactory financial or credit reference for each tenant or guarantor
- Where the insured has failed to provide evidence that a minimum of one month's rent as deposit was obtained before letting the property to a tenant
- Arising from and connected to the insured's performance of his obligations under the tenancy agreement
- Where there are insufficient prospects of success in the proceedings due to the terms of the tenancy agreement being unenforceable
- Any claims for rent where the property becomes unoccupied
- The insured event began to occur or had occurred before the insured purchased this policy
- An excess equivalent to one month's unpaid rent is applicable to each claim made by you within the period of insurance under your optional Rent Guarantee cover.

## Duration of Policy

The policy will remain in force from the date of commencement for a period which in no circumstances will exceed 12 months.

## Claims Procedure

If you have a claim, you must make it as soon as possible either by telephone (confirmed in writing) to AmTrust Europe Ltd on 0115 941 1022 and your written communication should be addressed to AmTrust Europe Ltd, Market Square House, St James's Street, Nottingham, NG1 6FG or by email: [legal@amtrusteu.co.uk](mailto:legal@amtrusteu.co.uk)

AmTrust Europe Limited, whose registered office is at Market Square House, St James's Street, Nottingham, NG1 6FG, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 202189. These details can be checked on the Financial Services Register by visiting: [www.fca.org.uk](http://www.fca.org.uk). AmTrust Europe Limited is registered in England and Wales under number 01229676.

## Financial Services Compensation Scheme (FSCS)

AmTrust Europe Limited, who underwrite this insurance are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if they cannot meet their obligations. This depends upon the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. Further information is available from the FSCS. The FSCS can be visited on the web at [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS on 020 7741 4100.

## Cancellation

**We** may cancel this policy by giving you a minimum of 14 days notice of cancellation in writing to your last known address, to enable you to find alternative cover.

**You** may cancel the policy by giving us written instructions. If you cancel this policy after the 14 days cooling off period there will be **no return** of the annual premium paid.

## Cooling off Period

Before you accept this policy you have 14 days to review your policy wording. If you are not totally happy with this policy and you have not made a claim you can write to us requesting that your insurance is cancelled and that any monies paid be returned. We will then cancel your insurance.

## Complaints Procedure

If you have any complaint you can contact the Intermediary who arranged the insurance for you. If you wish to register a complaint in connection with the policy, please contact AmTrust Europe Ltd at: AmTrust Europe Ltd, Market Square House, St James's Street, Nottingham, NG1 6FG or telephone 0115 941 1022 or by email [legal@amtrusteu.co.uk](mailto:legal@amtrusteu.co.uk). If we have not given you an answer in eight weeks we will tell you how you can take your complaint to the Financial Ombudsman Service for review. This complaints procedure does not affect any legal right you have to take action against the insurers. If you are still not satisfied you can contact the: Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR. Calls from landlines: 0800 023 4567 or from mobiles: 0300 123 9123.

