

# Touring Caravan legal expenses

## Insurance Product Information Document



Company: ARC Legal Assistance Limited

Product: Happy Place touring caravan legal protection

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 number: 202189.

This document is a summary of the key information relating to this policy. Complete pre-contract and contractual information on the product can be found in your policy documentation.

### What is this type of insurance?

Caravan Legal Protection provides insurance to cover up to £100,000 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:**

- ✓ **Contract Disputes:** To pursue or defend a legal action following a breach of a contract you have for buying or renting goods or services and selling goods in connection with the caravan (including the purchase or sale of the caravan).
- ✓ **Uninsured Loss Recovery:** To pursue a legal action for financial compensation for uninsured losses arising from a road traffic accident involving a vehicle or caravan against those responsible.
- ✓ **Personal Injury:** To pursue a legal action following an accident resulting in your personal injury or death against the person or organisation directly responsible.
- ✓ **Employment Disputes:** To pursue a legal action against an employer or ex-employer for breach of your contract of employment.
- ✓ **Personal Identity Fraud:**
  - To defend your legal rights and/or take steps to remove County Court Judgments against you that have been obtained by an organisation from which you are alleged to have purchased, hired or leased goods or services.
  - To deal with all organisations that have been fraudulently applied to for credit, goods or services in your name or which are seeking monies or have sought monies from you as a result of identity fraud.
  - In order to liaise with credit referencing agencies and all other relevant organisations on your behalf to advise that you have been the victim of identity fraud.
- ✓ **Property Infringement:** To pursue a legal action for nuisance or trespass against the person or organisation infringing your legal rights in relation to the caravan.
- ✓ **Motor Prosecution Defence:** To defend a legal action in respect of a motoring offence, arising from your use of a vehicle.



#### What is not insured?

- ✗ **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 not 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 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 else insured under the policy 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?

- ! **Qualifying period:** There is a 60 day qualifying period for claims for Employment Disputes, and 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:

<b>Uninsured loss recovery &amp; Personal injury</b>	The United Kingdom and the European Union
<b>All other sections</b>	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 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?

- Premiums are inclusive of Insurance Premium Tax. You can pay for your policy annually before the start date of your policy, or by monthly instalments.
- Annual premiums may be paid by credit card / debit card / cheque, or at renewal via BACS payment.
- Monthly instalments can only be paid by Direct Debit.



## When does the cover start and end?

Your cover will take effect on the dates stated in your policy schedule, and will last for a period of 12 months unless your policy is cancelled prior to this date.



## How do I cancel the contract?

If you decide to cancel your policy, you can do so by either:

- returning your documentation to Happy Place, New Road, Halifax, West Yorkshire, HX1 2JZ.
- sending an email to [cancel@happyplace.co.uk](mailto:cancel@happyplace.co.uk).
- calling us on 01422 395 895.

In all of the above scenarios you must confirm your policy number, and the time and date cover is to cease.