

Touring caravan legal expenses policy





Touring caravan legal expenses insurance provides:

- 24/7 Legal Advice
- Insurance for legal costs for certain types of disputes

Legal helpline

You can use the helpline service to discuss any problem occurring under this policy within the United Kingdom, the Channel Islands and the Isle of Man.

Simply telephone [0344 770 1040](tel:03447701040) and quote “**Contract Number 665 - Happy Place Touring Caravan Legal Expenses**”.

For *Our* joint protection telephone calls may be recorded and/or monitored.



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Arc legal document service

As an addition to **Your** Legal Expenses cover, **You** have access to **Our** legal document service.

This will provide **You** with:

- Access to a range of legal document templates
- A step by step walk-through to assist **You** in completing the documents

This service can be accessed by visiting

www.arclegal.co.uk/legaldocuments where **You** can register **Your** details using the voucher code: **10542**.

Terms of cover

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by AmTrust Europe Limited, on whose behalf **We** act.

If a claim is accepted under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **Conflict of Interest** arises.

Where it is necessary to start court proceedings or a **Conflict of Interest** arises and **You** want to use a legal representative of **Your** own choice, **Advisers' Costs**

payable by **Us** are limited to no more than:

- a) **Our Standard Advisers' Costs**; or
- b) The amount recoverable under the Civil Procedure Fixed Recoverable Costs regime
whichever is the lower amount.

The insurance covers **Costs** as detailed under the separate sections of cover, up to the **Maximum Amount Payable** where:

- a) The **Insured Incident** takes place in the **Insured Period** and within the **Territorial Limits**
and
- b) The **Legal Action** takes place within the **Territorial Limits**.

This insurance does not provide cover where something **You** do or fail to do prejudices **Your** position or the position of the **Insurer** in connection with the **Legal Action**.



If **Your** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this section are contained under the 'General conditions' section and should be read carefully. Some of the main conditions to this insurance are that:

Prospects of success

There must be more than a 50% chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not more than a 50% chance of success then **We** may decline or discontinue support for **Your** case.

Proportional costs

An estimate of the **Costs** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Costs** will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

Duty of disclosure

- **Consumer**

If this policy covers **You** as a private individual, unrelated to any trade, business or profession, **You** must take reasonable care to disclose correct information. The extent of the information **You** are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions **You** are asked when **You** took out this insurance.

- **Non-Consumer**

If this policy covers **Your** business, trade or professional interests, **You** are responsible for disclosing, in a clear, accessible and comprehensive way, all information which you should be aware would influence the **Insurer's** decision to provide insurance to **You** on the terms agreed.

Suspension of cover

If **You** breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The **Insurer** will have no liability to **You** for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.



Where the following words appear in *bold italics* they have these special meanings.

Adviser

Our specialist panel solicitors or their agents appointed by *Us* to act for *You*, or, and subject to *Our* agreement, where it is necessary to start court proceedings or a *Conflict of Interest* arises, another legal representative nominated by *You*.

Advisers' Costs

Legal fees and disbursements incurred by the *Adviser*.

Adverse Costs

Third party legal costs awarded against *You* which shall be paid on the standard basis of assessment provided that these costs arise after written acceptance of a claim.

Caravan

The caravan insured under this policy to which this cover attaches.

Costs

Standard Advisers' Costs and *Adverse Costs*.

Conflict of Interest

Situations where *We* administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

Conditional Fee Agreement

An agreement between *You* and the *Adviser* or between *Us* and the *Adviser* which sets out the terms under which the *Adviser* will charge *You* or *Us* for their own fees.

Data Protection Legislation

The relevant *Data Protection Legislation* in force in the United Kingdom at the time of the *Insured Event*, that being:

- **Before 25 May 2018** - the Data Protection Act 1998
- **From 25 May 2018 onwards** - the Data Protection Act 2018 and the General Data Protection Regulation, or as otherwise applied in the event that the UK withdraws from the EU.

Disclosure Breach

Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.



Identity Fraud

A person or group of persons knowingly using a means of identification belonging to **You** without **Your** knowledge or permission with intent to commit or assist another to commit an illegal act.

Insurer

AmTrust Europe Limited.

Insured Incident

The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one ***Insured Incident*** shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.

In a claim arising from ***Identity Fraud*** the ***Insured Incident*** is a single act or the start of a series of single acts against **You** by one person or group of people.

Insured Period

The period shown on **Your** insurance schedule.

Legal Action(s)

- The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance
- The defence of motor prosecutions

Maximum Amount Payable

The maximum payable in respect of an ***Insured Incident*** is shown on **Your** insurance schedule.

Standard Advisers' Costs

The level of ***Advisers' Costs*** that would normally be incurred in using a specialist panel solicitor or their agents.

Territorial Limits

Personal Injury and Uninsured Loss Recovery:

- European Union

All other sections:

- Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Vehicle

Any motor vehicle or motorcycle owned by **You** or any member of the household.

We / Us / Our

Arc Legal Assistance Limited.



You / Your / Yourself

Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to *Us* by *Your* insurance advisor and is the owner of the *Caravan* covered under the insurance to which this cover attaches. Cover also applies to *Your* family members resident with *You*. If *You* die *Your* personal representatives will be covered to pursue or defend cases covered by this insurance on *Your* behalf that arose prior to or out of *Your* death.



What is covered

Contract disputes

Costs 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

Costs 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.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages **You** are claiming are above the small claims court limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives

What is not covered

Contract disputes

Claims:

- a) Where the breach of contract occurred before **You** purchased this insurance
- b) Relating to a lease tenancy or licence to use property or land
- c) Relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
- d) Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **You**

Uninsured loss recovery

Claims:

- a) Relating to an agreement **You** have entered into with another person or organisation
- b) For Applications for payment to the Motor Insurers Bureau under the Untraced Driver's Agreement, or Uninsured Driver's Agreement or any future agreements funded by the Motor Insurers Bureau
- c) Arising from a road accident if the event is not covered under **Your** motor insurance



What is covered

their own fees if You fail to recover the damages that **You** are claiming in the **Legal Action** in full or in part. If the damages **You** are claiming are below the small claims track limit **Advisers' Costs** will be covered subject to the conditions applicable to this insurance.

Personal injury

Costs to pursue a **Legal Action** following an accident resulting in **Your** personal injury or death against the person or organisation directly responsible.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages **You** are claiming are above the small claims track limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if **You** fail to recover the damages that **You** are claiming in the **Legal Action** in full or in part. If the damages **You** are claiming are below the small claims track limit **Advisers' Costs** will not be covered but **You** can access the **Legal Helpline** for advice on how to take **Your** case further.

What is not covered

Personal injury

Claims:

- a) For stress, psychological or emotional injury unless it arises from **You** suffering physical injury
- b) For illness, personal injury or death caused gradually and not caused by a specific sudden event



What is covered

Employment disputes

Standard Advisers' Costs to pursue a *Legal Action* against an employer or ex-employer for breach of *Your* contract of employment.

Personal identity fraud

Costs arising from *Identity Fraud*:

- a) 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. Cover is only available if *You* deny having entered in to the contract and allege that *You* have been the victim of *Identity Fraud*
- b) To deal with all organisations that have been fraudulently applied to for credit, goods or services

What is not covered

Employment disputes

Claims:

- a) Where the breach of contract occurred within the first 60 days after *You* first purchased this insurance unless *You* have held equivalent cover with *Us* or another insurer continuously for a period of at least 60 days leading up to when the breach of contract first occurred
- b) For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment

Personal identity fraud

Claims:

- a) Where you have not been the victim of *Identity Fraud*
- b) Where *You* did not take action to prevent *Yourself* from further instances of *Identity Fraud* following an *Insured Incident*
- c) Where the *Identity Fraud* has been carried out by somebody living with *You*
- d) For *Costs* arising from loss of cash from a bank, building society, credit union or other similar



What is covered

- in *Your* name or which are seeking monies or have sought monies from *You* as a result of *Identity Fraud*
- c) 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

Costs to pursue a *Legal Action* for nuisance or trespass against the person or organisation infringing *Your* legal rights in relation to the *Caravan*.

What is not covered

financial institution where that institution has refused to cover the loss

You must agree to be added to the CIFAS Protection Register if *We* recommend it.

Property infringement

Claims:

- a) Where the nuisance or trespass started within the first 180 days after *You* first purchased this insurance unless *You* have held equivalent cover with *Us* or another insurer continuously for a period of at least 180 days leading up to when the nuisance or trespass first started
- b) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority
- c) For adverse possession
- d) In respect of a contract *You* have entered into
- e) Directly or indirectly arising from planning law
- f) Directly or indirectly arising from constructing buildings or altering their structure for *Your* use



What is covered

Motor prosecution defence

Standard Advisers' Costs to defend a *Legal Action* in respect of a motoring offence, arising from *You* use of a *Vehicle*. Pleas in mitigation are covered where there is a more than 50% prospect of such a plea materially affecting the likely outcome.

What is not covered

- g) Directly or indirectly arising from:
 - i) Subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building
 - ii) Heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground
 - iii) Land slip meaning downward movement of sloping ground
 - iv) Mining or quarrying

Motor prosecution defence

Claims:

- a) For alleged road traffic offences where *You* did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of alcohol or non prescribed drugs
- b) For *Standard Advisers' Costs* where *You* are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy



What is covered

What is not covered

- c) For parking offences which cannot lead to penalty points on *Your* licence
- d) For *Standard Advisers' Costs* incurred in excess of any costs *You* are able to recover under a Defendants Costs Order



1. There is no cover where:

- a) *You* should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- b) An estimate of *Advisers' Costs* of acting for *You* is more than the amount in dispute
- c) *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

2. There is no cover for:

- a) Claims over loss or damage where that loss or damage is insured under any other insurance
- b) Claims made by or against *Your* insurance advisor, the *Insurer*, the *Adviser* or *Us*
- c) Any claim *You* make which is false or fraudulent or exaggerated
- d) Defending *Legal Actions* arising from anything *You* did deliberately or recklessly
- e) *Costs* if *Your* claim is part of a class action or will be affected by or will affect the outcome of other claims

3. There is no cover for any claim directly or indirectly arising from:

- a) A dispute between *You* and someone *You* live with or have lived with
- b) *Your* business trade or profession other than as an employee
- c) An application for a judicial review
- d) Defending or pursuing new areas of law or test cases

4. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.



1. Claims

- a) **You** must notify claims as soon as possible once **You** become aware of the incident and within no more than 180 days of **You** becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **Our** position has been prejudiced. For claims relating to **Identity Fraud**, these must be reported within 45 days of **You** becoming aware of the incident.
- b) **We** may investigate the claim and take over and conduct the legal proceedings in **Your** name. Subject to **Your** consent, which shall not be unreasonably withheld, **We** may reach a settlement of the legal proceedings
 - i) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. Where it is necessary to start court proceedings or a **Conflict of Interest** arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment available on request
- c) The **Adviser** will:
 - i) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained
 - ii) Keep **Us** fully advised of all developments and provide such information as **We** may require
 - iii) Keep **Us** advised of **Advisers' Costs** incurred
 - iv) Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted, cover under this insurance shall be withdrawn unless **We** agree in **Our** absolute discretion to allow the case to proceed
 - v) Submit bills for assessment or certification by the appropriate body if requested by **Us**
 - vi) Attempt recovery of costs from third parties
- d) In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**
- e) The **Insurer** shall only be liable for **Advisers' Costs** for work expressly authorised by **Us** in writing and undertaken while there are prospects of success
- f) **You** shall supply all information requested by the **Adviser** and **Us**



- g) **You** are responsible for all legal costs and expenses including adverse costs if **You** withdraw from the legal proceedings without **Our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **You**
- h) **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost

2. Prospects of success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves **Your** interests

3. Other insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

4. Disclosure

If **You** fail to disclose relevant information or **You** disclose false information in relation to this policy, **We**, or the broker, may:

- a) Cancel the contract and keep the premiums if the **Disclosure Breach** is deliberate or reckless
- b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **Disclosure Breach** been known
- c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **Disclosure Breach** been known
- d) Proportionately reduce the amount **You** are entitled to in the event of a successful claim if a higher premium would have been charged had the **Disclosure Breach** been known.

5. Fraud

In the event of fraud, **We**:

- a) Will not be liable to pay the fraudulent claim
- b) May recover any sums paid to **You** in respect of the fraudulent claim
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**
- d) Will no longer be liable to **You** in any regard after the fraudulent act.



6. Cancellation

You may cancel this insurance at any time by contacting Happy Place (contact details on back cover). 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 a claim against the insurance. No refund of premium shall be made after 14 days of taking out this insurance.

We may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. No refund of premium shall be made.

We will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- Where **We** have a reasonable suspicion of fraud
- **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
- Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information

7. Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to make a claim'), any dispute between **You** and **Us** may, where both parties agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

8. English Law and language

This contract is governed by English Law and the language for contractual terms and communication will be English.

9. Change in law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy, and reject claims where the change provides a benefit which did not previously exist.



How to make a claim

As soon as *You* have a legal problem that *You* may require assistance with under this insurance *You* should phone the legal helpline.

Specialist lawyers are at hand to help *You*. If *You* need a lawyer to act for *You* and *Your* problem is covered under this insurance, the helpline will ask *You* to complete and submit a claim form online by visiting www.arclegal.co.uk/informationcentre. Alternatively they will send a claim form to *You*. If *Your* problem is not covered under this insurance, the helpline may be able to offer *You* assistance under a private funding arrangement.

In general terms, *You* are required to immediately notify *Us* of any potential claim or circumstances which may give rise to a claim. If *You* are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the Legal Helpline.

Data Protection

Your details and details of *Your* insurance cover and claims will be held by *Us* and/or the *Insurer* for underwriting, processing, claims handling and fraud prevention subject to the provisions of *Data Protection Legislation*.

Customer service

Our aim is to get it right, first time, every time. If *We* make a mistake, *We* will try to put it right straightaway.

If *You* are unhappy with the service that has been provided, *You* should contact *Us* at the address below. We will always confirm to *You*, within 5 working days, that *We* have received *Your* complaint. Within 4 weeks *You* will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when *You* will receive a final response. Within 8 weeks *You* will receive a final response or, if this is not possible, a reason for the delay plus an indication of when *You* will receive a final response. After 8 weeks, if *You* are unhappy with the delay, *You* may refer *Your* complaint to the Financial Ombudsman Service. *You* can also refer to the Financial Ombudsman Service if *You* cannot settle *Your* complaint with *Us*, or before *We* have investigated the complaint if both parties agree.

Our contact details are:

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD

Tel: 01206 615 000

Email: customerservice@arclegal.co.uk



The Financial Ombudsman Service contact details are:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0800 023 4567 (landlines)
0300 123 9123 (mobiles)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). If *We* fail to carry out *Our* responsibilities under this policy, *You* may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.org.uk or by phone on 0800 678 1100 or 0207 741 4100.

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768 (landlines) or 0207 066 1000 (mobiles).

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. 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. These details can be checked on the Financial Services Register at www.fca.org.uk.



www.happyplace.co.uk · info@happyplace.co.uk · 01422 395 895
Happy Place, New Road, Halifax, HX1 2JZ

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