

## **Park Home Legal Costs Policy Wording**

*(Including Twin Unit, Leisure Home or Permanently Occupied Static Caravan)*

This insurance is administered by Arc Legal Assistance Limited and underwritten by Inter Partner Assistance.

In the event of a valid claim under this insurance, Arc will appoint their panel solicitors, or their agents, to handle the Insured's case. The Insured is not covered for any other legal representatives' fees unless court proceedings are issued or a Conflict of Interest arises. Where, following the start of court proceedings or a Conflict of Interest arising, the Insured wants to use a legal representative of their own choice, the Insured will be responsible for any Advisers' Costs in excess of Arc's Standard Advisers' Costs.

The insurance covers Advisers' Costs up to the Limit of Indemnity where:-

- a) The Insured Incident takes place in the Insured Period and within the Territorial Limits and
- b) The Proceedings take place in the Territorial Limits.

### **Definitions**

- |    |                      |   |
|----|----------------------|---|
| 1  | Insured / You / Your | Any person who has paid the premium and been declared to Arc by your Park Home insurance advisor. Cover also applies to the Insured's spouse and children under 21 normally resident with the Insured. If the Insured dies his personal representatives will be covered to pursue or defend cases covered by this insurance on behalf of the Insured that arose prior to the Insured's death. |
| 2  | Advisers' Costs      | Reasonable legal fees incurred by the Adviser. Legal costs shall be assessed on the standard basis and third party's costs shall be covered if awarded against the Insured and paid on the standard basis of assessment.  |
| 3  | Proceedings          | The pursuit or defence of civil legal cases for damages or injunctions.   |
| 4  | Limit of Indemnity   | The maximum payable in respect of an Insured Incident.  |
| 6  | 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.   |
| 7  | Territorial Limits   | The United Kingdom, Channel Islands and the Isle of Man.  |
| 8  | Insured Period       | One year from the date shown on the Insured's insurance schedule.   |
| 9  | Arc                  | Arc Legal Assistance Limited who have arranged this insurance and administer it on behalf of the Underwriters.  |
| 10 | Home                 | The Insured's Park Home, Twin Unit, Leisure Home or Permanently Occupied Static Caravan   |
| 11 | Adviser              | Arc's panel solicitors or their agents appointed by Arc to act for the Insured or, and subject to Arc's agreement, where court proceedings have been started or a Conflict of Interest arises, another legal representative nominated by the Insured.   |
| 12 | Underwriters         | Inter Partner Assistance who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.  |

13	Identity Fraud	A person or group of persons knowingly using a means of identification belonging to the Insured without the Insured's knowledge or permission with intent to commit or assist another to commit an illegal act.
14	Conflict of Interest	Situations where Arc 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.
15	Standard Advisers' Costs	The level of Advisers' Costs that would normally be incurred in using a nominated Adviser of Arc's choice.

## Cover

### Section 1. The Insured is covered for Advisers' Costs to pursue:-

- A Contract claims against the person or organisation that sold, hired or leased the Insured defective goods or services for his private use, including disputes over the purchase of the Home. The contract must have been made after the Insured first purchased this insurance and the amount in dispute must be over £250.
- B Claims for compensation following an accident resulting in personal injury or death against the person or organisation directly responsible
- C An action brought before an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach of the Insured's contract of employment.  
  
The breach of contract must have occurred at least 90 days after the Insured first purchased this insurance or purchased similar cover which expired immediately before this insurance began.
- D Actions for nuisance or trespass against the person or organisation infringing the Insured's legal rights in relation to the Home. This section does not extend to divorce or matrimonial matters. The nuisance or trespass must have commenced at least 180 days after the Insured first purchased this insurance or purchased similar cover which expired immediately before this insurance began.
- E Proceedings in respect of a dispute with the owner of the park on which the Home is situated. The dispute must have commenced at least 90 days after the Insured first purchased this insurance or purchased similar cover which expired immediately before this insurance began.
- F A person or organisation that causes physical damage to the Insured's Home. The damage must have been caused after the Insured first purchased this insurance.
- G Legal proceedings within the Territorial Limits in respect of a probate dispute involving the will of the Insured's deceased parents or grandparents, children, step children or adopted children where the Insured is contesting a will as a named beneficiary or as a member of a class of beneficiaries with an immediate interest.

### Section 2. The Insured is covered for Advisers' Costs to defend:-

- A Contract claims brought by someone to whom the Insured has sold his private goods intended to be for the private and personal use of that person including disputes over the sale of the Home. The contract must have been made after the Insured first purchased this insurance and the amount in dispute must be over £250.

**Section 3.** The Insured is covered for Advisers' Costs arising from Identity Fraud:-

- A To defend the Insured's legal rights and/or take steps to remove County Court Judgments against the Insured that have been obtained by an organisation that the Insured is alleged to have purchased, hired or leased goods or services from. Cover is only available if the Insured denies having entered in to the contract and alleges that they have been the victim of Identity Fraud.
- B To deal with all organisations that have been fraudulently applied to for credit, goods or services in the Insured's name or which are seeking monies or have sought monies from the Insured as a result of Identity Fraud.
- C In order to liaise with credit referencing agencies and all other relevant organisations on the Insured's behalf to advise that the Insured has been the victim of Identity Fraud.

The Insured must agree to be added to the CIFAS Protection Register if Arc recommends it.

**Section 4:** The Insured is covered for Advisers' Costs:

- A To write one letter to the provider of a Social Media website following defamatory comments having been made about the Insured to request that the comments are removed.
- B To write one letter to the author of the defamatory comments requesting that the comments are removed from the Social Media Website.

**Limit of indemnity**

Section 3: £15,000

All other sections: £50,000

**To make a claim**

This insurance only covers legal fees incurred by Arc's panel solicitors or their agents appointed by Arc until court proceedings are issued or a conflict of interest arises. If court proceedings are issued or a conflict of interest arises, you may nominate another legal representative to act for you. You will be responsible for any Advisers' Costs in excess of Arc's Standard Advisers' Costs.

As soon as you have a legal problem that you may require assistance with under this insurance you should telephone the legal advice line.

In general terms, you are required to immediately notify Arc 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 advice line for assistance.

**Telephone legal advice line**

Use the 24 hour advisory service for telephone advice on any private legal problem of concern to you or any member of your household.

Specialist lawyers are at hand to help you. If you need a lawyer or accountant to act for you and your problem is covered under this insurance, the advice line will ask you to complete a claim form. If your problem is not covered under this insurance, the advice line may be able to offer you assistance under a private funding arrangement.

Simply telephone **0344 770 1040** and quote "Park Home Legal Costs Insurance".

## Domestic Helpline

Use the 24 hour helpline following an emergency in the home for which a tradesman's assistance is required.

The helpline will source and deploy an approved tradesman to your home. You will be responsible for the tradesman's charges.

Where appropriate, we may substitute deploying a tradesman with the provision of technical advice over the telephone giving you the means to rectify the problem yourself.

Simply telephone **0344 440 1041** and when prompted quote "Arc Domestic Helpline".

## General Exclusions

1. There is no cover where:-
  - The Insured Incident began to occur or had occurred before the Insured purchased this insurance.
  - The Insured should reasonably have realised when purchasing this insurance that a claim under this insurance might occur.
  - An estimate of Advisers' Costs of acting for the Insured is more than the amount in dispute.
  - The Insured fails to give proper information to Arc or to the Adviser.
  - The Insured's act or omission prejudices the Insured's or the Underwriters' position in connection with the Proceedings.
  - Advisers' Costs have not been agreed in advance or are above those for which Arc has given its prior written approval.
  - The claim is for stress, psychological or emotional injury unless it arises from the Insured suffering physical injury
  - The claim is for illness, personal injury or death which is caused gradually or is not caused by a specific event
  
2. There is no cover for any claim arising from: -
  - Patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements and passing off.
  - Computer software other than proprietary packaged software that has not been tailored to the Insured's requirements.
  - Works undertaken or to be undertaken by or under the order of any government or public or local authority.
  - Planning law.
  - The construction of or structural alteration to buildings.
  - Defamation or malicious falsehood.
  - Divorce, matrimonial matters or proceedings including ancillary relief, parental responsibility and contact, or affiliation.
  - The Equal Pay Act 1970 and amending legislation.
  - A Class Action
  - A lease or license to occupy property other than in relation to the Home
  - Any venture for gain or business project of the Insured.
  - A dispute between persons insured under this policy
  - A dispute with an employer or ex-employer unless it is pursued in an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man).
  - An application for Judicial Review.
  - A novel point of law
  
3. There is no cover: -
  - For Advisers' Costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party.
  - For damages, interest, fines or costs awarded in criminal courts.
  - Claims over loss or damage where that loss or damage is insured under any other insurance
  - For claims made by or against your Park Home insurance advisor, the Underwriters, the Adviser or Arc.

- For appeals without the prior written consent of Arc.
  - For any claim arising under Section 1B involving a motor vehicle driven by the insured
  - For any claim under Section 1C where the breach of contract is alleged to have commenced or to have continued after termination of the Insured's employment.
  - For any claim under Section 1F in respect of a dispute or costs where a will has not been previously made or concluded or cannot be traced.
  - For any claim under Section 3 for Advisers' Costs arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss.
  - For any claim under Section 3 where:
    - The Insured has not been the victim of Identity Fraud
    - The Insured did not take action to prevent themselves from further instances of Identity Fraud following an Insured Incident
  - The Identity Fraud has been carried out by somebody living with the Insured
  - For any claim under Section 4 where the Insured is not aged 18 years or over
  - For disputes in relation to the adverse possession of the Insured's property.
  - Prior to the issue of court proceedings or a Conflict of Interest arising, for the costs of any legal representative other than those of the Adviser unless expressly agreed by Arc. Such agreement is entirely at Arc's discretion.
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.

## Conditions

### 1. Cancellation

This insurance will automatically terminate if the Park Home insurance policy to which this cover attaches is cancelled.

Your Park Home insurance advisor or Arc may cancel the insurance by giving fourteen days notice in writing to the Insured at the address shown on the schedule, unless otherwise a change of address has been notified to your Park Home insurance advisor. No refund of premium shall be made.

Arc will only invoke this right in exceptional circumstances as a result of the Insured behaving inappropriately, for example:

- Where Arc has a reasonable suspicion of fraud
- The Insured use's threatening or abusive behaviour or language or intimidation or bullying of Arc's staff or suppliers

No refund of premium shall be made for any cancellation made after the first 14 days of either receiving your policy documentation, or the start of the period of insurance.

### 2. Claims

- a) The Insured must notify claims as soon as reasonably possible within 180 days of the Insured Incident, or 45 days of the Insured Incident if the claim relates to Identity Fraud, and complete the claim form. This must be returned promptly with all relevant information.
- b) Arc may investigate the claim and take over and conduct the Proceedings in the Insured's name. Subject to the Insured's consent which shall not be unreasonably withheld Arc may reach a settlement of the Proceedings.
- c) The Insured must supply at his own expense all of the information which Arc reasonably requires to decide whether a claim may be accepted. If Court Proceedings are required or a Conflict of Interest arises, and the Insured wishes to nominate a legal representative to act for him, he may do so. Where the Insured has elected to use a legal representative

of their own choice, the Insured will be responsible for Advisers' Costs in excess of Arc's Standard Advisers' Costs. The Adviser must represent the Insured in accordance with Arc's standard conditions of appointment available on request.

- d) The Adviser will:-
- i.) Provide a detailed view of the Insured's prospects of success including the prospects of enforcing any judgement obtained.
  - ii.) Keep Arc fully advised of all developments and provide such information as Arc may require.
  - ii.) Keep Arc regularly advised of Adviser's Costs incurred.
  - iii.) Advise Arc of any offers to settle and payments in to court. If contrary to Arc's advice such offers or payments are not accepted there shall be no further cover for Adviser's Costs unless Arc agrees in its absolute discretion to allow the case to proceed.
  - iv.) Submit bills for assessment or certification by the appropriate body if requested by Arc.
  - v.) Attempt recovery of costs from third parties.
- e) In the event of a dispute arising as to Adviser's Costs Arc may require the Insured to change Adviser.
- f) Underwriters shall only be liable for costs for work expressly authorised by Arc in writing and undertaken while there are reasonable prospects of success.
- g) The Insured shall supply all information requested by the Adviser and Arc.
- h) The Insured is liable for any Adviser's Costs if he withdraws from the Proceedings without Arc's prior consent. Any costs already paid by Arc will be reimbursed by the Insured.

### 3. Disputes

Any dispute between the Insured and Arc may, where we both 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.

### 4. Reasonable Prospects

At any time Arc, on behalf of the Underwriters, may form the view that the Insured does not have a reasonable prospect of success in the action he is proposing to take or is taking. If so, Arc may decline support or any further support. In forming this view Arc may take into account:-

- a) The amount of money at stake.
- b) The fact that a reasonable person without legal costs insurance would not wish to pursue the matter.
- c) The prospects of being able to enforce a judgement.
- d) The fact that the Insured's interests could be better achieved in another way.

### 5. 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, Arc will only pay Arc's share of the claim even if the other insurer refuses the claim.

### 6. English Law

This contract is governed by English Law.

### 7. Language

The language for contractual terms and communication will be English.

## Data Protection Act

The details of the Insured, the Insured's insurance cover and claims will be held by Arc and or the Underwriters for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998

## Customer Service

Arc's aim is to get it right, first time, every time. If we make a mistake, we will try to put it right promptly. If you, the Insured, are unhappy with the service that has been provided, you should contact us at the address below. We will always confirm to you, within five working days, that we have received your complaint. Within four weeks you will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within eight weeks you will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided. After eight weeks, if you are not satisfied 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.

Our contact details are:

Arc Legal Assistance Ltd  
PO Box 8921, Langham  
Colchester, CO4 5YD

Tel: 01206 615000

Email: [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service  
Exchange Tower  
London, E14 9SR

Tel: 08000 234 567

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

## Compensation

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if Arc or Inter Partner Assistance are unable to meet their obligations. Your entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/> or by telephoning 0800 678 1100

## Authorisation

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

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ('IPA'). IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services Register under number 202664. This can be checked by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

## IPA address details are:

Inter Partner Assistance  
The Quadrangle  
106-118 Station Road  
Redhill  
Surrey RH1 1PR  
Registered No: FC008998