YOUR POLICY DOCUMENT



Static Holiday Home Policy

Freephone: 0800 614 849 www.coastinsurance.co.uk

Coast, originally Park Home Insurance Services Ltd, was established in 1994 to provide insurance cover for park homes. Coast conducts its business from the United Kingdom and is based in Wadhurst, East Sussex. It is a family run business which aims to give a personal friendly service.

Introduction

It is important that **you** read the policy to ensure that it provides the cover **you** require. If there is anything in it that **you** are unsure about, please contact:

Coast, Helix House, High Street, Wadhurst, East Sussex TN5 6AA.

Tel 0800 614 849 or e-mail: info@coastinsurance.co.uk

The Static Home, Contents, Personal Effects and Liability sections of this policy are underwritten by Aviva Insurance Limited.

The Family Legal Solutions section of this policy is provided by ARAG plc.

The Family Legal Solutions section is underwritten by Brit Syndicate 2987 at Lloyd's.

Your cancellation rights

You have a statutory right to cancel your policy within 14 days from the day of purchase or renewal of the contract or the day on which you receive your policy, whichever is later.

If you decide to cancel, contact Coast in writing or by phone using the contact details provided on the covering letter.

If you wish to cancel, and your insurance cover has not commenced, you will be entitled to a full refund of the premium paid.

If cover has commenced, and you are within 14 days, if no claims have been made Coast will refund the premium you have paid. If a claim is made you will be charged for the days you have had cover and then refunded the remainder of the premium you have paid. The administration fees mentioned in Coast's terms of business may also be payable.

Customers with disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If **you** require any of these formats, please contact Coast.

Compensation

Aviva Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS) which means that **you** may be entitled to compensation if **we** are unable to meet our obligations to **you**. Further information is available at **www.fscs.org.uk** or by contacting the FSCS directly on **0800 678 1100**.

Index to your policy

This policy is made up of individual Sections. It should be read together with The Schedule which indicates the Sections You are insured under and gives precise details of Your insurance protection.

	Page
Static Home, Contents, Personal Effects and Liability Sections:	
Complaints Procedure	1
Important Notice	3
Definitions	4 – 5
Static Holiday Home, Contents and Personal Effects	6 – 9
Liability Section	10 – 11
Conditions applicable to these sections of the Policy	12 – 15
Exclusions applicable to these sections of the Policy	16 – 17
How to make a Claim	18
Family Legal Solutions Section:	
Definitions	19 – 20
Cover	20 – 23
Conditions applicable to the whole of Legal Expenses Policy	26 – 28
Complaints Procedure	29
How to make a Claim	30

Complaints procedure

(Static Home, Contents, Personal Effects and Liability Sections)

The aim is always to give **you** the highest level of service but should **you** at any time become dissatisfied the complaints procedure on page one of the booklet explains who to contact.

Coast's commitment to customer service

Coast value the opportunity to look into any concerns you may have with the service provided and are committed to dealing with all complaints fairly, consistently and promptly.

Who to contact in the first instance

Many concerns can be resolved straight away, therefore, please get in touch with Coast as they will generally be able to provide **you** with an immediate response to **your** satisfaction. Contact details are provided below:

Compliance Manager

Coast, Helix House, High Street, Wadhurst, East Sussex, TN5 6AA

You can telephone on 0800 614 849 or email: info@coastinsurance.co.uk

If Coast cannot resolve **your** complaint straight away, they will aim to resolve **your** concerns as soon as possible and will keep **you** informed of progress whilst enquiries are continuing. The majority of complaints received that are not resolved straight away are resolved within four weeks of receipt.

If your complaint is wholly or partly about the service of one of Coast's third party providers, Coast will ensure it is forwarded to them promptly and let you know who is dealing with each aspect of your complaint.

Complaint Procedure Leaflet

A leaflet containing full details of the complaint procedure will be provided during the complaint handling process and is available on request.

The Financial Ombudsman Service

If Coast are unable to resolve **your** complaint to your satisfaction within eight weeks, or if **you** remain dissatisfied following receipt of Coast's final response letter, **you** can ask the Financial Ombudsman Service to formally review **your** case. Should you decide to do this, **you** must contact the Financial Ombudsman Service within six months of Coast's final response.

The Financial Ombudsman Service contact details are as follows: Financial Ombudsman Service Exchange Tower London E14 9SR

You can telephone for free on 08000 234 567 for people phoning from a "fixed line" (for example landline at home) 0300 123 9123 for mobile phone users who pay a monthly charge for calls starting 01 or 02,

or e-mail: complaint.info@financial-ombudsman.org.uk.

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your legal rights.

Static home insurance policy – important notice

(Static Home, Contents, Personal Effects and Liability Sections)

This policy is an agreement between you (the person shown in your Schedule as the Insured) and us (Aviva Insurance Limited). It is based on the information you gave in a statement of fact and your agreement to pay the premium.

You must read this policy together with **your Schedule** and any specifications or endorsements as one contract. Please read all of them to make sure that they provide the cover **you** asked for. If they do not, please contact Coast as soon as possible.

We will insure you against loss, damage or legal liability which may occur during the **Period of Insurance** in accordance with the sections specified in the **Schedule** subject to the exclusions, conditions and endorsements of the Policy in return for payment by **you** of the premium.

Almost certainly **your** needs will change. If they do please let Coast know. They will tell **you** if this affects **your** policy, for example whether **we** are able to accept the change and if so, whether the change will result in revised terms and / or premium being applied to **your** policy. Coast will send **you** an updated **Schedule** each time there is an accepted alteration to the cover **you** have chosen.

Choice of Law

The appropriate law as set out below will apply unless you and the insurer agree otherwise:

- The law applying in that part of the UK, the Channel Islands or the Isle of Man in which you normally live or
 - (if applicable) the first named policyholder normally lives, or
- In the case of a business, the law applying in that part of the UK, the Channel Islands or the Isle of Man where it has its principal place of business, or
- Should neither of the above be applicable, the law of England and Wales will apply.

Telephone Call Recording

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

Your Static Holiday Home Insurance Policy

Your policy provides cover for the sections and the **Period of Insurance** shown in your **Schedule**

Static Holiday Home, Contents, Personal Effects and Liability Sections

Definitions

Certain words have specific meanings when they appear in the **Static Holiday Home**, contents and personal effects section of this policy. These meanings are shown below or in the section where they apply. They are printed in bold type.

Bodily Injury – Physical injury which is the sole and direct result of accidental violent external and visible means.

Contents and Personal Effects – articles of personal use or adornment, clothing, luggage and general household goods, including television sets, radios, video or DVD recorders, computers and hi-fi systems whilst contained within the Static Holiday Home and/or adjacent locked storage and belonging to you or your Family.

Excess – the first amount of any claim for which you are responsible. No Excess applies to items under Additional Cover.

Family – your husband, wife or partner, children or relatives.

Loss of Sight – Permanent and total physical loss of sight.

- Loss of Sight in both eyes will be said to have occurred if your name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.
- Loss of sight in one eye will be said to have occurred if the remaining sight,

after correction is 3/60 or less on the Snellen scale.

Period of Insurance – the period of time covered by this policy, as shown on your Schedule, or until cancelled. Each renewal represents the start of a new Period of Insurance.

Permanent – lasting or likely to last indefinitely.

Permanent Total Disablement – Disablement which will entirely prevent you from engaging in any occupation of any and every type and description, for the remainder of your life without hope of recovery.

Private Use – Private use of the Static Holiday Home by you, your Family and friends on a non-profit basis with no advertised lettings and for no commercial gain. Where payment is received for the use of gas, electricity, water etc. then this is acceptable but if the payment includes the use of the Static Holiday Home then it must be insured as a holiday let. This does not include use as a permanent residence.

Schedule – the document which gives details of the cover and limits **you** have.

Static Holiday Home – the Static Holiday Home, owned by you, and shown in your Schedule including its fixtures and fittings and built in equipment including refrigerators, microwaves, cookers, gas bottles, awnings, steps, balconies, decking,

fires, boilers, showers, water heaters, batteries and generators.

Use of the Static Holiday Home – Your policy Schedule will show the type of use you have selected for the Static Holiday Home insured. You must tell us if any of the information (including the type of use) on which this insurance is based changes – see General Condition 6

We/Us/Our – Aviva Insurance Limited. Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 ONH

You, Your, Insured – The person (or people) named on your Schedule, their domestic partner and members of their Family (or families) who are permanently living with them and their foster children who live with them.

The following defined terms are used in the Exclusions

Money – cash, cheques, postal or money orders, postage stamps, savings stamps, savings certificates or bonds, travel tickets, luncheon vouchers, phone cards, mobile phone vouchers, reward vouchers or gift tokens all held for personal or charitable purposes.

Valuables – any articles of gold, silver or other precious metal, jewellery, watches, furs, pictures or other works of art, collections of stamps or coins.

Vehicles and Craft – any electrically or mechanically-powered vehicles, motorhomes, trailers, watercraft including surfboards, land windsurfing vehicles, hovercraft, aircraft, all-terrain vehicles or quad bikes (but not domestic gardening equipment, battery-operated golf trolleys or wheelchairs, battery- or pedestrian-operated models or toys).

Static Holiday Home, Contents and Personal Effects Section

Events

 We cover, anywhere in the United Kingdom, sudden and unexpected loss of or physical damage to the Static Holiday Home and its Contents and Personal Effects

We will not pay for:

- Money, credit, debit or charge cards
- Valuables
- business books or documents
- photographic equipment, binoculars, camcorders, mobile telephones
- cycles, fishing rods and accessories or outboard motors, contact lenses, spectacles and sports equipment
- Vehicles and Craft and their accessories
- damage to tyres unless by vandalism or where the rest of the Static Holiday Home is damaged at the same time
- loss or damage by theft or attempted theft unless violence or force are used to break into or out of your Static Holiday Home
- theft or accidental loss from awnings or toilet tents
- theft of property in transit or in the open
- storm damage to awnings and toilet tents

- the replacement of parts or accessories which are found to be obsolete or unobtainable. The most we will pay will be limited to the last known list price of the part or accessory required, together with the appropriate fitting charge
- theft or loss arising from deception, financial loss, or the use of stolen, forged or invalid cheques, drafts, bank notes, passports and documents of any kind
- damage which occurs when the Static Holiday Home is not sited or connected to services
- loss or damage in respect of any Static Holiday Home which is empty or not in use during the period from 31st October until 1st March in respect of escape of water from any tank apparatus or pipe unless the main stop cock to the Static Holiday Home has been turned off and all equipment fully drained down

or

- the central heating system is left on at a minimum of 15 degrees Centigrade at all times
- any reduction in value
- any loss which happens as an indirect result of an event for which you are insured
- the cost of replacing any undamaged item or part of any item just because it forms part of

- a set, suite or one of a number of items of a similar type, colour or design
- loss or damage to any items used in connection with any business, trade or profession
- gradual causes including deterioration or wear and tear
- mildew, fungus, climatic or atmospheric conditions, frost, wet or dry rot
- any process of cleaning, repair or alteration
- vermin, insects or chewing, scratching, tearing or fouling by pets
- electrical or mechanical failure or breakdown
- faulty design, materials or workmanship

We will not pay more than:

- £1,500 in any one year of insurance for television sets, radios, video or DVD recorders, computers and hi-fi systems
- £150 in any one year of insurance for discs, tapes and software relating to cassettes, compact discs, videos and computers

Additional Cover

 Repairs – we will pay the reasonable cost of taking your Static Holiday Home to the nearest competent repairer and returning it to the risk address when the repairs are complete

- Connection to services where the Static Holiday Home is connected to services we will pay the reasonable cost of disconnection and re-connection of services when the Static Holiday Home is removed for repair
- 4. Site clearance we will pay up to the amount shown in the **Schedule** for site clearance and removal of debris for which **you** are responsible
- Ground rent we will pay up to £2,500 for ground rent payable when the Static Holiday Home is rendered uninhabitable as a result of loss or damage covered by the policy
- 6. Services we will pay up to £3,000 for accidental damage to gas, water pipes, drains, sewage, telephone and electricity cables from the Static Holiday Home to the mains for which you are responsible
- Storage we will pay up to £1,000 for sudden and unexpected loss of or physical damage to the structure of any adjacent locked store and Contents and Personal Effects contained in it
- 8. Frozen food we will pay up to £100 to replace food and drink in your fridge or freezer, that you cannot use following the breakdown of the appliance or the failure of the power supply, but not if this was caused by the deliberate act of the supply authority. The fridge or freezer must be less than 10 years old for this cover to apply.

- Replacing locks we will pay up to £250 for replacing the locks to your Static Holiday Home if you lose your Static Holiday Home keys anywhere in the world
- 10. Alternative accommodation If the Static Holiday Home is rendered uninhabitable by loss or damage to the Static Holiday Home and/or Contents and Personal Effects for which we will pay a claim under this section, we will pay up to £2,500 for the necessary cost of alternative accommodation as long as the Static Holiday Home was being used for holiday purposes at the time
- 11. Personal accident cover if you or your husband, wife, partner or children suffer Bodily Injury which, within 24 months of occurring, directly results in one of the following we will pay the benefit shown:
 - Death £20,000
 - Total loss of use of one or more limbs – £20,000
 - Total loss of sight in one or both eyes – £20,000
 - Permanent total disablement from any occupation – £20,000
- 12. If you or your husband, wife or partner are aged 70 years or more at the date of the Bodily Injury which gives rise to a claim no benefit is payable. Benefits for people under 16 are reduced to £500

13. Index-linked – If you have selected new for old cover we will increase your Static Holiday Home sum insured each month in line with the House Rebuilding Cost Index produced by the Royal Institution of Chartered Surveyors or similar index. (This does not apply to Contents and Personal Effects)

Settling claims

Your policy Schedule will show if you have selected New for Old or Market Value cover, and any excess or limit which applies.

New for Old

We will decide whether to repair or replace the Static Holiday Home. We will replace the Static Holiday Home, with a new one, of the same make and model or nearest equivalent. We will decide whether to repair or replace any item of Contents and Personal Effects that is lost or damaged. If they cannot be repaired or replaced, we will pay the cost of an equivalent replacement.

Market Value

We will decide whether to repair or replace the Static Holiday Home. If it cannot be repaired or replaced or is beyond economic repair, we will pay the market value at the time of the loss or damage but not more than the sum insured. For Contents and Personal Effects we will deduct an amount for wear and tear

New for Old and Market Value

- The most we will pay is the sum insured shown in your Schedule or the limit shown in your policy
- Any available discount will be taken into account in the settlement amount
- We will not pay more than the manufacturer's last list price for any spare part
- We will deduct an amount for wear and tear on clothing and household linen that cannot be repaired

When we pay your claim, we will deduct the amount of the Excess shown in your Schedule. No excess is applicable under Additional Cover items.

Finance

If we know you are paying for your Static Holiday Home using finance or under a leasing agreement then we will do either of the following:

- If we are paying the cost of replacing the Static Holiday Home we will pay the proceeds of the claim to the company which you are buying or leasing your Static Holiday Home from. If you owe less than the proceeds of your claim, we will pay you the difference.
- 2. If we replace the Static Holiday
 Home, we must have the permission of
 the company you are buying or leasing
 your Static Holiday Home from.

Interest on any outstanding payments is not covered.

Liability Section

We will cover your legal liability to pay damages and claimants' costs and expenses for:

- accidental death, bodily injury or illness accidental loss of or damage to property happening during the Period of Insurance and arising:
- from you owning the Static Holiday Home
- from you occupying (not owning) the Static Holiday Home
- under section 3 of the Defective Premises Act 1972 (or the Defective Premises Northern Ireland Order 1975) for any Static Holiday Home you previously owned and occupied or leased and occupied

If the Static Holiday Home and Personal Effects Section of this policy is cancelled or ends, the Defective Premises Act cover will continue for seven years for any Static Holiday Home insured by the Static Holiday Home and Personal Effects Section before the policy was cancelled or ended.

We will also pay all **your** costs and expenses that **we** have already agreed to in writing.

We will not pay more than £5,000,000 for any one incident.

We will not cover liability in connection with:

 any accidental Bodily Injury or illness to any domestic employee if the injury or illness happens as a result of or in the course of their employment by you

- loss of or damage to property which belongs to you, your Family or is in your care
- any Vehicles and Craft
- any agreement except to the extent that you would have been liable without that agreement
- your trade, business or profession
- the Defective Premises Act 1972 (or the Defective Premises Northern Ireland Order 1975) if it is covered by other insurance
- deliberate or malicious acts
- transmission of any communicable disease

or virus by you

- any animal (other than guide dogs or pets that are normally domesticated in the United Kingdom)
- using the Static Holiday Home as a permanent home dangerous dogs as defined in the Dangerous Dogs Act 1991 (or any later legislation)death, Bodily Injury or illness to you or your Family
- the Static Holiday Home being attached to a towing vehicle
- the Static Holiday Home or part thereof becoming detached from any towing vehicle
- any liability in respect of any vehicle being used for the transportation of the Static Holiday Home
- the Static Holiday Home being let for hire or reward

Defective Premises Act 1972

The Defective Premises Act 1972 imposes duties in connection with the provision of dwellings and imposes liability for injury or damage caused to persons through defects in the state of premises. Section 3 of the Defective Premises Act 1972 (or in Northern Ireland Section 5 Defective Premises Northern Ireland Order 1975) extends the duty of care in certain circumstances after the dwellings have been disposed of. For further guidance please see the Office of Public Sector Information website (opsi.gov.uk) or contact the Citizens Advice Bureau.

Dangerous Dogs Act 1991

The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described in the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website (opsi.gov.uk) or contact the Citizens Advice Bureau.

General conditions applicable to your static holiday home, contents, personal effects and liability sections

- 1. You must do all you can to prevent and reduce any costs, damage, injury or loss.
- You must tell Coast about any loss, damage or liability as soon as possible and provide all the relevant information and help that is needed to deal with your claim. You must avoid discussing liability with anyone else without our permission.
- It is your responsibility to prove any loss and therefore you may be asked to provide receipts, valuations, photographs, instruction booklets and guarantee cards and any other relevant information, documents and assistance required to help with your claim.
- Coast will decide how to settle or defend a claim and may carry out proceedings in the name of any person covered by your policy, including proceedings for recovering any claim.
- 5. You must report any loss, theft, attempted theft or malicious damage to the police and obtain a crime reference number within 7 days of discovery of the incident.
- 6. If your claim is in any way dishonest or exaggerated we will not pay any benefit under this policy or return any premium to you and we may cancel your policy immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against you.
- If any claim is covered by any other insurance, we will not pay for more than our share of that claim.

- You must take reasonable care
 to provide complete and accurate
 answers to the questions Coast asks.
 Please read any assumptions carefully
 and confirm if they apply to your
 circumstances.
- If any of the information provided by you changes after you purchase your policy and during the Period of Insurance, or on your Schedule at renewal, or if any of the assumptions made become untrue or incorrect, please provide Coast with details.
- 10. If the information provided by **you** is not complete and accurate:
 - We / Coast may cancel your policy and refuse to pay any claim, or
 - We / Coast may not pay any claim in full, or
 - We / Coast may revise the premium and/or change any excess, or
 - the extent of the cover may be affected.

The changes, if accepted by us, will apply from the date indicated on your updated Schedule. In this case we will be entitled to vary the premium and terms for the rest of the Period of Insurance.

11. Coast recommend that **you** keep a record (including copies of letters) of all information provided to **us** / Coast for **your** future reference.

- 12. If you are paying the premium using a monthly credit facility, you must make the regular monthly payments as required in the credit agreement. If the credit agreement is terminated, for non-payment, we may cancel this insurance as set out in General Condition 17.
- Coast will contact you in writing at least 21 days before your renewal date and will either:
 - give you an opportunity to renew your insurance for a further year and tell you:
 - about any changes we are making to the terms and conditions of your policy;
 - to review your circumstances and consider whether this insurance continues to meet your needs;
 - to check that the information you have provided us with is still correct, and tell us if anything has changed; and the price for the next year.

If you wish to make any changes at renewal, please contact Coast

Or

- 13. let you know that we are unable to renew your insurance. Reasons why this may happen include but are not limited to the following:
 - when the product is no longer available; or
 - when we are no longer prepared to offer you insurance for reasons such as:
 - we reasonably suspect fraud;
 - your claims history;
 - we have changed our acceptance criteria;

- you are no longer eligible for cover; and/or
- where you have not taken reasonable care to provide complete and accurate answers to the questions asked. See the 'Important Notice Information and changes we need to know about' section within this document. General Condition 10

Where we have offered you renewal terms and you select or have selected a continuous premium payment method, you will be notified before your renewal date that the policy will automatically be renewed and the renewal premium will again be collected from your specified bank account.

Coast will not automatically renew your policy if:-

- you have contacted them to cancel your continuous payment authority since you purchased the policy or your last renewal; or
- they can no longer offer you the continuous payment method if, for example, you have a poor payment history or an adverse credit history.

If either of the above happens Coast will advise you of this in your renewal letter and you will need to contact Coast to make payment before we can renew your policy.

14. A cooling off period (14 days from renewal of the contract or the day on which **you** receive **your** renewal documentation, whichever is the later) applies at the renewal of **your** insurance. Please read "Your cancellation rights" in this policy booklet.

- 15. We may vary the terms of the policy (including the premium) at renewal. If you decide that you do not want us to renew the policy, as long as you tell Coast before the next renewal date, we will not renew it.Our right to renew this policy does not affect your cancellation rights shown on the first page of this policy booklet.
- 16. Following the expiry of your 14 day statutory cooling-off period, you continue to have the right to cancel your policy at any time during its term. If you do so, you will be entitled to a refund of the premium paid in respect of the cancelled cover less a proportionate deduction for the time for we have provided cover.

To exercise **your** right to cancel, please contact: Coast, Helix House, High Street, Wadhurst, East Sussex TN5 6AA. Tel 0800 614 849 or email: info@coastinsurance.co.uk.

17. We (or any agent we appoint and who acts with our specific authority) may cancel this policy where there is a valid reason for doing so, by sending at least 14 days' written notice to your last known postal and/or e-mail address setting out the reason for cancellation.

Valid reasons include but are not limited to the following:

 Non payment of premium (including non-payment of instalments under a credit facility). If premiums or instalment payment(s) are not paid when due Coast will write to you requesting payment by a specific date. If they receive payment by the date set out in the letter

- no further action will be taken. If they do not receive payment by this date the policy will be cancelled from the cancellation date shown on the letter.
- Where we reasonably suspect fraud.
- Where you fail to co-operate with us or Coast or provide information or documentation reasonably required, and this affects our ability to process a claim or defend our interests. See General Condition 2 in this policy booklet.
- Where you have not taken reasonable care to provide complete and accurate answers to the questions asked. See General Condition 7

If we cancel the policy under this section, you will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time we have provided such cover, unless the reason for cancellation is fraud and/or we are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

Where investigations provide evidence of fraud or a serious non-disclosure we may cancel the policy immediately and backdate the cancellation to the date of the fraud or when you provided us with incomplete or inaccurate information, which may result in your policy being cancelled from the date you originally took it out.

General exclusions applicable to your static holiday home, contents, personal effects and liability sections

This policy does not cover:

1. War

any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:

war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

2. Terrorism

any consequence whatsoever which is directly or indirectly caused by nuclear and/or chemical and/or biological and/or radiological means, or anything connected with those means, and which is the direct or indirect result of Terrorism, or anything connected with Terrorism, whether or not such consequence has been contributed to by any other cause or event.

Terrorism is defined as any act or acts including, but not limited to:

- a. the use or threat of force and/or violence
 - and/or
- b. harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or
- c. chemical and/or biological and /or
- d. radiological means

caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and/ or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.

This Terrorism exclusion applies only in respect of the STATIC HOLIDAY HOME, CONTENTS AND PERSONAL EFFECTS Section of this policy.

3. Other Actions

any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event: any action taken in controlling, preventing, suppressing or in any way relating to 1) War or 2) Terrorism above.

4. Radioactivity

loss, damage or liability which involves:

- ionising radiation or radioactive contamination from nuclear fuel or nuclear waste;
- b. the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment.

5. Sonic Bangs

loss of or damage to property caused by pressure waves from aircraft travelling at or above the speed of sound.

6. Pollution or Contamination

loss, damage or liability arising from pollution or contamination unless caused by:

- a. a sudden and unexpected accident which can be identified;
- b. oil leaking from a domestic oil installation at the **Static Holiday**Home

7. Deliberate or Criminal Acts

any loss or damage deliberately caused by; or

a. arising from a criminal act committed by **you**, or by any other person living with **you**.

8. Events before the cover start date

loss, damage, injury or liability which occurred before the cover under this policy started.

How to make a claim

(Buildings, Contents, Personal Effects and Liability Sections)

Telephone Coast on 01892 786099, quoting your policy reference.

They will take full details of your claim over the telephone.

Once **your** claim has been set up, please forward any estimates, invoices, valuations, or other supporting documentation to Coast as soon as possible. Their address is Helix House, High Street, Wadhurst, East Sussex, TN5 6AA. Please quote **your** individual reference number on all correspondence.

Family Legal Solutions

This section is administered by ARAG plc under a binding authority agreement with Brit Syndicate 2987 at Lloyd's (BSL) (written under unique market reference B0356KA233D12A000 or replacement thereof). BSL's liability is several and it is liable for its proportion of liability in respect of this section only and has no liability for any other insurers' proportion or in respect of any other section of this policy.

ARAG plc is authorised and regulated by the Financial Conduct Authority (firm reference number 452369) and is authorised to administer this section on behalf of BSL. BSL is managed by Brit Syndicates Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority, registration number 204930.

This can be checked by visiting the FCA website at www.fca.org.uk.

Please read this Policy carefully to familiarise yourself with the terms and conditions, as well as the:

- Legal and tax advice helpline details and
- The claim reporting procedures for this section

If you are unsure about anything in this document please contact the administrators:

Coast Helix House High Street Wadhurst East Sussex TN5 6AA

You can telephone on 0800 614 849

Definitions

Certain words have specific meanings when they appear in this policy. These meanings are shown below or in the section where they apply. They are printed in bold type.

Appointed Advisor

The solicitor, accountant, or other advisor appointed by **us** to act on behalf of the **Insured**.

Conditional Fee Agreement

A legally enforceable agreement between the **Insured** and the **Appointed Advisor** for paying their professional fees on the basis of 100% "no-win no-fee".

Collective Conditional Fee Agreement

A legally enforceable agreement entered into on a common basis between the

Appointed Advisor and us to pay their professional fees on the basis of 100% "no-win no-fee".

Home – Your Static Holiday Home, as declared in your proposal for insurance.

Communication Costs

The reasonable cost of UK phone calls, postage (including special delivery) photocopying or faxes and credit reports where the **Insured** has taken advice from our Identity Theft Advice and Resolution Service and is advised to correspond with credit agencies, banks, credit card companies, financial service providers or other parties in order to repair their credit rating, restore their identity or resolve a dispute that has arisen from the use of personal information without permission to commit fraud or other crimes.

Insured – You, your partner and immediate family permanently living with you in the UK. (The Insurer will cover your children temporarily away from home for the purposes of higher education.)

Insurer – Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof).

Legal Costs and Expenses

Reasonable legal costs and disbursements reasonably and proportionately incurred by the **Appointed Advisor** on the standard basis and agreed in advance by **us**. The term "standard basis" can be found within the Courts' Civil Procedure Rules Part 44.

Reasonable experts 'reports, reasonably and properly incurred by the **Appointed Advisor**.

In civil claims, other side's costs, fees and disbursements where the **Insured** has been ordered to pay them or pays them with **our** agreement.

Reasonable accountancy fees reasonably incurred under INSURED EVENT 6 TAX by the **Appointed Advisor** and agreed by **us** in advance.

The Insured's Communication Costs.

Limit of Indemnity – £50,000 which is the maximum Legal Costs and Expenses payable by the Insurer in respect of all claims related by time or original cause.

Period of Insurance – The period as shown in the Schedule to which this Policy attaches.

Reasonable Prospects of Success

Other than as set out in 2. and 3. below, a greater than 50% chance of the **Insured** successfully pursuing or defending the claim and, if the **Insured** is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained.

In criminal prosecution claims where the **Insured**

pleads guilty, a greater than 50% chance of successfully reducing any sentence or fine or pleads not guilty, a greater than 50% chance of that plea being accepted by the court.

In all claims involving an appeal, a greater than 50% chance of the **Insured** being successful

Residential Property Tribunal

A Residential Property Tribunal as defined by Section 2 of the Mobile Homes Act 1983 (Jurisdiction of Residential Property Tribunals) (England) Order 2011.

Small Claims Court – A court in England and Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6(1) of the Civil Procedure Rules 1999; a court in Scotland that uses the small claims procedure as set out by the Act of Sederunt (Small Claims) Rules 2002, a court in Northern Ireland where the sum in dispute is less than £3,000 or the equivalent jurisdiction in the Channel Islands and Isle of Man where the policy applies.

Territorial Limits – For INSURED EVENTS 2 CONTRACT and 4 PERSONAL INJURY the United Kingdom, Channel Islands, Isle of Man, countries in the European Union, Norway and Switzerland. For all other INSURED EVENTS, the United Kingdom, Channel Islands and Isle of Man.

We/Us/Our – ARAG plc who is authorised under a binding authority agreement on behalf of the **Insurer**, Brit Syndicate 2987 at Lloyd's.

You/Your – The person(s) named in the Schedule to which this policy attaches.

Your policy cover

Following an Event the Insurer will pay the Insured's Legal Costs and Expenses and Communication Costs up to £50,000,

for all claims related by time or cause, including the cost of appeals provided that:

- 1. you have paid the insurance premium
- 2. the **Insured** keeps to the terms of this policy and co-operates fully with **us**
- 3. the Event occurs within the Territorial Limit
- 4. the claim
 - always has Reasonable Prospects of Success
 - is reported to us
 - during the period of insurance
 - is reported to us as soon as the Insured first becomes aware of circumstances which could give rise to a claim

unless there is a conflict of interest the **Insured** always agrees to use the **Appointed Advisor** chosen by **us** in any claim

- a. to be heard by the **Small Claims Court** and/or
- b. before proceedings have been or need to be issued
- any dispute will be dealt with by a court tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory or licensing body; or mediation agreed with us

A claim is considered to be reported to **us** when **we** have received the **Insured**'s fully completed claim form.

Events covered

1. Employment

A dispute with the **Insured**'s current, former or prospective employer relating to their contract of employment or related legal rights. A claim can be brought once all internal dismissal, disciplinary and grievance procedures as set out in the:

a. ACAS Code of Practice for Disciplinary and Grievance Procedures, or

 Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland have been or ought to have been concluded

The **Insured** is required to co-operate fully with ACAS regarding mediation and not do anything that hinders a successful outcome. Where the **Insured** qualifies to have all or part of the employment tribunal or employment appeal tribunal fees refunded or reduced, an application for this refund or reduction must be made by the **Insured** to HM Courts & Tribunals Service

What is not insured under Event 1:

Any claim relating to:

- disputes arising solely from personal injury
- 2. defending the **Insured** other than defending an appeal
- 3. Legal Costs and Expenses for an employer's internal disciplinary process or an employee's grievance hearing or appeal
- 4. fees that are recoverable from an employer or ex-employer by order of the court or where the **Insured** qualifies to have all or part of the fees refunded or reduced by HM Courts & Tribunals Service
- a compromise or settlement agreement between the Insured and their employer. We will be able to help the Insured find a suitable solicitor who will assist the Insured with this at their own expense

2. Contract

A dispute arising out of an agreement or alleged agreement which has been entered into by the **Insured** for:

buying or hiring consumer goods or services

- b. privately selling goods
- c. buying or selling your main home
- d. renting your main home as a tenant
- e. the occupation of your main home under a lease

What is not insured under Event 2:

Any claim relating to:

- disputes with tenants or where the Insured is the landlord or leasor
- 2. loans, mortgages, pensions, or any other banking, life or long-term insurance products, savings or investments
- the Insured's business activities, trade, venture for gain, profession or employment
- 4. a contract involving a motor vehicle
- 5. a settlement due under an insurance policy
- 6. construction work, or designing, converting or extending any building where the contract value exceeds £6,000 including VAT

3. Property

- 3.1 A dispute relating to visible property which the **Insured** owns following:
 - an event which causes physical damage to the Insured's visible property including your main home
 - a public or private nuisance or trespass provided that where any boundary is in dispute, you have proof of where the boundary lies
- 3.2 A dispute with your landlord or site owner arising out of your occupation of your home

What is not insured under Event 3:

 The first £250 of any claim under INSURED EVENT 3 b). This is payable by the Insured as soon as we accept the claim

- 2. Any claim relating to:
 - a. a contract entered into by an **Insured** (except under 3.2 above)
 - b. any building or land other than **your** main home
 - c a motor vehicle
 - d. the compulsory purchase of, or demolition, restrictions, controls or permissions placed on **your** property by any government, local or public authority
 - e. defending any dispute under INSURED EVENT 3a) other than defending a counter claim or an appeal
 - f. a dispute with any part other than the person(s) who caused the damage, nuisance or trespass

4. Personal injury

A sudden event directly causing the **Insured** physical bodily injury or death.

What is not insured under Event 4:

Any claim relating to:

- 1. a condition, illness or disease which develops gradually over time
- mental injury, nervous shock, depression or psychological symptoms where the Insured has not sustained physical injury to their body
- defending any dispute other than an appeal

5. Clinical negligence

A dispute arising from alleged clinical negligence or malpractice.

What is not insured under Event 5:

 Any claim relating to contract dispute. Defending any dispute other than an appeal.

6. Tax

A formal aspect or full enquiry into the **Insured**'s personal tax affairs provided that all returns are complete and have been submitted within the legal timescales permitted

What is not insured under Event 6:

Any claim relating to:

- tax returns where HM Revenue & Customs levy a penalty or claim interest or which contain negligent misstatements
- 2. a business or venture for gain of the **Insured**
- 3. where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the **Insured**'s financial arrangements
- any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland
- an investigation by the Specialist Investigations (SI) Branch of HM Revenue & Customs

7. Legal defence

a. Work

An alleged act or omission of the **Insured** that arises from their work as an employee and results in:

- the Insured being interviewed by the police or others with the power to prosecute
- a prosecution being brought against the **Insured** in a court of criminal jurisdiction
- iii) civil proceedings being brought against the Insured under unfair discrimination laws

b. Motor

A motoring prosecution being brought against the **Insured**

c. Other

A formal investigation or disciplinary hearing being brought against the **Insured** by a professional or regulatory body

What is not covered under INSURED EVENT 7:

Any claim relating to:

- owning a vehicle or driving without motor insurance or driving without a valid driving licence
- 2. a parking offence

8. Loss of earnings

The Insured's absence from work to attend court, tribunal, arbitration or regulatory proceedings at the request of the Appointed Advisor or whilst on jury service which results in loss of earnings

What is not covered under INSURED EVENT 8:

- 1. loss of earnings in excess of £1,000
- 2. any sum which can be recovered from the court or tribunal

9. Identity theft

A dispute arising from the use of the **Insured**'s personal information without their permission to commit fraud or other crimes provided the **Insured** contacts our Identity Theft Advice and Resolution Service as soon as they suspect that their identity may have been stolen

What is not covered under INSURED EVENT 9:

The Insurer will not pay for any money claimed, goods, loans, or other property or financial loss or other benefit obtained as a result of the identity theft

What is not insured by the legal expenses section of the policy

You are not covered for any claim arising from or relating to:

- Legal Costs and Expenses and Communication Costs incurred without our consent
- any actual or alleged act or omission or dispute happening before, or existing at the start of the policy and which the **Insured** believed or ought reasonably to have believed could lead to a claim under this policy
- 3. an amount below £100
- 4. an allegation against the **Insured** involving:
 - assault, violence or dishonesty, malicious falsehood or defamation
 - the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials
 - illegal immigration
 - offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
- 5. a dispute between **your** family members
- 6 an **Insured**'s deliberate or reckless act
- 7. a judicial review
- a dispute arising from or relating to clinical negligence except as provided for in INSURED EVENT 5 CLINICAL NEGLIGENCE

- a dispute with us not dealt with under Condition 7, or the Insurer or the company that sold this policy
- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - b. radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - c. war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
 - d. pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
 - e. any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action. If the Insurer alleges that by reason of this exclusion any liability or loss is not covered by this policy, the burden of proving the contrary shall be upon the Insured
- 11. a group litigation order
- the payment of fines, penalties or compensation awarded against the Insured

Conditions which apply to the legal expenses section of the policy

Where the Insurer's risk is affected by the Insured's failure to keep to these conditions the Insurer can cancel your policy, refuse a claim or withdraw from an on-going claim. The Insurer also reserves the right to recover Legal Costs and Expenses from the Insured if this happens.

1. The Insured's Responsibilities

An Insured must:

- tell us immediately of anything that may make it more costly or difficult for the Appointed Advisor to resolve the claim in the Insured's favour
- b. cooperate fully with **us**, give the **Appointed Advisor** any instructions we require, and keep them updated with progress of the claim and not hinder them
- c. take reasonable steps to claim back Legal Costs and Expenses, Communication Costs, employment tribunal and employment appeal tribunal fees and, where recovered, pay them to the Insurer
- d. keep Legal Costs and Expenses and Communication Costs as low as possible
- e. allow the **Insurer** at any time to take over and conduct in the **Insured**'s name, any claim
- a. In certain circumstances as set out in 2b) below the Insured may choose an Appointed Advisor.
 In all other cases no such right exists and we shall choose the Appointed Advisor

- b. The **Insured** may choose an **Appointed Advisor** if:
 - we agree to start proceedings or proceedings are issued against an Insured, or
 - there is a conflict of interest, except where the Insured's claim is to be dealt with by the Small Claims Court where we shall choose the Appointed Advisor
- Where the Insured wishes to exercise the right to choose, the Insured must write to us with their preferred representative's contact details
- d. If the Insured dismisses the Appointed Advisor without good reason, or withdraws from the claim without our written agreement, or if the Appointed Advisor refuses with good reason to continue acting for an Insured, cover will end immediately
- e. In respect of a claim under INSURED EVENT 1 EMPLOYMENT, 2 CONTRACT, 4 PERSONAL INJURY or 5 CLINICAL NEGLIGENCE the Insured enters into a Conditional Fee Agreement or the Appointed Advisor enters into a Collective Conditional Fee Agreement, where legally permitted

3. Our Consent

The Insured must agree to us having sight of the Appointed Advisor's file relating to the Insured's claim. The Insured is considered to have provided consent to us or our appointed agent to have sight of their file for auditing and quality control purposes

4. Settlement

- The Insurer has the right to settle the claim by paying the reasonable value of the Insured's claim
- The Insurer has the right to recover employment tribunal and employment appeal tribunal fees from a settlement agreement between the Insured and an employer or ex-employer under INSURED EVENT 1 EMPLOYMENT
- The Insured must not negotiate, settle the claim or agree to pay Legal Costs and Expenses without our written agreement
- d. If the Insured refuses to settle the claim following advice to do so from the Appointed Advisor, the Insurer reserves the right to refuse to pay further Legal Costs and Expenses
- e. The Insured must settle
 Communication Costs arising
 from INSURED EVENT 8 IDENTITY
 THEFT in the first instance and
 make a receipted claim to us for
 reimbursement

5. Barrister's Opinion

We may require the Insured to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the Insured, then the Insurer will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by us, then the Insurer will pay for a final opinion which shall be binding on the Insured and us. This does not affect the Insured's right under Condition 7 below

6. Disputes

If any dispute between the Insured and us arises from this policy, the Insured can make a complaint to us as described on page 19 of this policy and we will try to resolve the matter. If we are unable to satisfy the Insured's concerns the Insured can ask the Financial Ombudsman Service to arbitrate over the complaint

7. Other Insurance

The Insurer will not pay more than its fair share (rateable proportion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist

8. Fraudulent Claims

If the **Insured** makes any claim which is fraudulent or false, the policy shall become void and all benefit under it will be forfeited including the premium

9. Cancellation

You may cancel the policy:

- a. within 14 days of the date of its purchase with a full refund of premium paid provided a claim has not been accepted; or
- at any other time by giving us at least 21 days' written notice and the Insurer will refund part of the premium for the unexpired period unless a claim has been or is later accepted by us in which case no return of premium shall be allowed
- c. The Insurer may cancel the policy and refund part of the premium for the unexpired period at any time by giving at least 21 days' written notice to you

10. Acts of Parliament

All legal instruments and rules referred to within the policy shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation. This policy will be governed by English law

11. Data Protection Act

It is agreed by the Insured that any information provided to us and/or the Insurer regarding the Insured will be processed by us and/or the Insurer, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may involve passing information to other parties. For our mutual protection and our training purposes, calls may be recorded

12. Contracts (Rights of Third Parties) Act 1999

A person who is not insured under this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999

Complaints procedure

If at any time you have any query or complaint regarding the Family Legal Solutions element of the policy, you should in the first instance contact the scheme administrators, Coast, who sold the policy to you.

Contact details are:
Compliance Manager
Coast
Helix House
High Street
Wadhurst
East Sussex TN5 6AA

You can telephone them on 0800 614 849.

If your complaint cannot be resolved straight away, you should contact:

The Customer Relations Department ARAG plc 9 Whiteladies Road Clifton Bristol BS8 1NN

Tel: 0844 472 2938 (hours of operation are 9am–5pm, Monday to Friday excluding bank holidays, for our mutual protection and our training purposes, calls may be recorded)

or email customerrelations@arag.co.uk

Should **you** remain dissatisfied **you** may be entitled to pursue **your** complaint further with Lloyd's, who can be reached in the following ways:

Policyholder & Market Assistance Market Services Lloyd's Fidentia House Walter Burke Way Chatham Maritime Kent ME4 4RN

tel: 0207 327 5693, Fax: 0207 327 5225

email: complaints@lloyds.com

If Lloyd's is not able to resolve the complaint to your satisfaction then you may refer it to the Financial Ombudsman Service provided that it falls within its jurisdiction. The Financial Ombudsman Service can normally deal with complaints from small businesses with an annual turnover of less than €2 million. The Financial Ombudsman Service can be contacted at:

Financial Ombudsman Service Exchange Tower, London F14 9SR

Telephone: 0800 023 4567 (free from landlines) or 0300 123 9123

Or simply log on to their website at www.financial-ombudsman.org.uk

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

How to make a claim

(Family Legal Solutions Section)

Claims Procedure

If you need to make a claim you must notify us as soon as possible.

- Under no circumstances should you instruct your own lawyer or accountant as the Insurer will not pay any costs incurred without our agreement.
- 2. You can request a claim form between 9am and 5pm, Monday to Friday (except bank holidays) by telephoning 0117 917 1698 or by downloading one at HYPERLINK "http://www.arag.co.uk/newclaims" \h www.arag.co.uk/newclaims.
- We will issue you with a written acknowledgement within one working day of receiving your claim form.
- 4. Within five working days of receiving all the information needed to assess the availability of cover under the policy, we will write to you either:
 - confirming the appointment of a qualified representative who will promptly progress the claim for you; or
 - if the claim is not covered, explaining in full why and whether we can assist in another way.

5. When a lawyer is appointed they will try to resolve **your** dispute without delay, arranging mediation whenever appropriate. Matters cannot always be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

For legal and tax advice, please telephone ARAG on 0844 844 1541.



Coast

Coast is a trading name of Park Home Insurance Services Ltd.

Registered Office: Helix House, High Street, Wadhurst, East Sussex, TN5 6AA.

Registered in England and Wales number 2979679.

Park Home Insurance Services Ltd is authorised and regulated by the Financial Conduct Authority. Our FCA register number is 306716.

Our permitted business is selling and administering contracts of general insurance.

Underwritten by:

Aviva Insurance Limited. Registered in Scotland, No. 2116.
Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the
Prudential Regulation Authority and regulated by the
Financial Conduct Authority and the Prudential Regulation Authority.

Legal Expenses Insurance provided by: ARAG plc

9 Whiteladies Road, Clifton, Bristol BS8 1NN. Registered in England and Wales number 2585818 ARAG plc is authorised and regulated by the Financial Conduct Authority FCA register number 452369.

Legal Expenses Insurance Underwritten by: Brit Syndicate 2987 at Lloyd's

Brit Syndicate 2987 at Lloyd's is managed by Brit Syndicates Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority, register number 204930.

Communications may be monitored or recorded to improve our service and for security purposes.



In association with



Helix House, High Street, Wadhurst, East Sussex TN5 6AA

Tel: 0800 614 849 – Fax: 01892 784863 Email:info@coastinsurance.co.uk www.coastinsurance.co.uk

Coast is a trading name of Park Home Insurance Services Ltd, which is authorised by the Financial Conduct Authority (FCA Register Number 306716). The company is registered in England and Wales (Company Number 2979679).

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