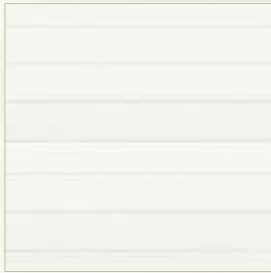




COAST

— Insuring your lifestyle —

Static Holiday Home Policy



Freephone: 0800 614849 www.coastinsurance.co.uk



COAST

— Insuring your lifestyle —

POLICY BOOKLET

Coast, originally Park Home Insurance Services Ltd, was established in 1994 originally to provide insurance cover for park homes, later expanding the range of services to include static caravan, touring caravan and motor home insurance. 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.

Your Static Holiday Home Insurance Policy

Your policy provides cover for the sections and the period of insurance shown in your schedule.

The Static Holiday Home, Contents and Personal Effects Section of this policy is underwritten by Zurich Insurance plc.

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

The Family Legal Solutions Insurance is underwritten by Brit Insurance Limited.

Your cancellation Rights

If you decide that you do not want to accept the policy (or any future renewal of the policy by us) tell us or your insurance advisor of your decision, in writing or by phone using the contact details provided on the covering letter within 14 days of receiving the policy (or for renewal, within 14 days of your policy renewal date). If no claims have been made we will refund the premium you have paid. If a claim is made we charge you for the days we have been on cover (applying a minimum premium of £15 plus insurance premium tax) and then refund the remainder of the premium you have paid.

You may cancel the policy at any time by telling us, either in writing or over the phone. We may cancel your policy by giving you 7 days written notice to your last known address. We will give you a refund in proportion to the time left until your current period of insurance is due to run out. No refund is payable in respect of that part of the premium applicable to insurance under the Family Legal Solutions section.

Static Holiday Home, Contents and Personal Effects Section

The Static Holiday Home, Contents and Personal Effects Section of this policy is underwritten by Zurich Insurance plc.

This section is an agreement between you (the person shown in your schedule as the insured) and us. It is based on the information you gave in a proposal form or a statement of facts and your agreement to pay the premium.

You must read this section 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 your insurance adviser or us as soon as possible.

The conditions and exclusions that apply to this section of your **static holiday home** cover are shown on pages 6 and 7. Please make sure that you read these as well as the cover shown in each section.

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.

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.

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.

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.

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.

We/Us/Our – Zurich Insurance plc.

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, caravans, 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).

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 condition 7.

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.

Holiday lettings

Private use of the **static holiday home** by you, your **family** and friends and also if let for holiday use, including advertised lettings, for commercial gain.

Residential

The **static holiday home** is occupied by you and your **family** as a permanent residence and on a site licensed for residential use.

Static holiday home, contents and personal effects section

Events

1. **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;
- 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;
- 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.

We will not pay more than:

- £50 for **valuables**;
- £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.

Extra cover

2. **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.
3. **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.
5. **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.
7. **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, which must be less than 10 years old, 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.
9. **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. **Your liability to others - we** cover you or your **family** or any other person using the **static holiday home** with your permission for any legal liability as owner or occupier of the **static holiday home** to compensate others if, following an accident during the period of insurance, someone dies, is injured, falls ill or has their property damaged.

The most **we** will pay for any claim (or claims) arising from one cause, including legal costs and expenses agreed by **us**, is £2,000,000.

We will not pay if the liability arises from:

- death, injury or illness of you or your **family**;
- loss of or damage to any property you, your **family** or your domestic employees own or that you or they are responsible for;
- you or your **family** passing on any illness or virus;
- a contract that says you or your **family** are liable for something which you or they would not otherwise have been liable for;
- any dog described in the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991;
- any animal (other than horses used for private hacking, guide dogs or pets that are normally domesticated in the United Kingdom);
- using the **static holiday home** as a permanent home;
- the **static holiday home** being attached to a towing vehicle;
- if the **static holiday home** or part thereof becomes 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.

11. **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.

12. **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.

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. This does not apply under Extra cover.

Conditions which apply to your static holiday home, contents and personal effects section

1. You must do all you can to prevent and reduce any costs, damage, injury or loss.
2. You must tell **us** about any loss, damage or liability as soon as possible and give **us** all the information and help **we** may need. **We** 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.

3. You must report any loss, theft, attempted theft or malicious damage to the police immediately.
4. If a claim is fraudulent or false in any way, **we** will not make any payment and all cover will end.
5. This section is governed by the law that applies to where you reside within the United Kingdom. If there is any disagreement about which law applies, English law will apply. You agree to submit to the exclusive jurisdiction of the courts in England and Wales. Unless agreed otherwise, **we** will communicate to you in English.
6. If any claim is covered by any other insurance, **we** will not pay for more than **our** share of that claim.
7. You must tell **us** immediately if at any time any of the information on which this insurance is based is incorrect or changes for example you or any person in your home having a conviction, pending prosecution or police caution for any offence other than driving offences or change of occupancy (e.g. property let to third party) or occupation. Failure to do so may result in your insurance no longer being valid and claims not being met. If in doubt about any change, please let **us** know.

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. You should keep a record (including copies of letters) of all information supplied to **us** in connection with this insurance.

8. If you pay the premium to Coast using a Direct Debit instalment scheme **we** will have the right (which **we** may not use) to renew the policy each year and continue to collect premiums using this method.

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 **us** before the next renewal date, **we** will not renew it.

Our right to renew this policy does not affect your cancellation rights shown on page 2.

Exclusions which apply to your static holiday home, contents and personal effects section

We will not pay for the following:

1. Any reduction in value.
2. Any loss which happens as an indirect result of an event for which you are insured.
3. Any accident or incident that happens outside any period of insurance that is covered by this policy.
4. 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.
5. Loss or damage to any items used in connection with any business, trade or profession.
6. Any legal liability resulting from any business, trade or profession.
7. Any claim resulting from:
 - deliberate or criminal acts by you, your **family** or any hirer, occupant or user of the **static holiday home**;
 - 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;
- the failure of a computer chip or computer software to recognise a true calendar date;
- computer viruses;
- ionising radiation, radioactivity, nuclear fuel, nuclear waste or equipment;
- war, revolution or any similar event;
- pollution or contamination which was:
 - the result of a deliberate act;
 - expected and not the result of a sudden, unexpected and identifiable incident.

8. **We** will not pay for any claim arising directly or indirectly from an act of terrorism.

In this case, an act of terrorism means preparing, threatening to use or actually using any item capable of producing biological, chemical or nuclear pollution or contamination.

Complaints procedure (static holiday home, contents and personal effects sections)

We value the opportunity to investigate any concerns you may have about any aspect of **our** service and are committed to handling all complaints fairly, thoroughly and promptly.

Who to contact in the first instance

Many concerns can be resolved straight away, therefore, in the first instance, 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 overleaf:

Mr William H C Tuke
Coast
Helix House
High Street
WADHURST
East Sussex
TN5 6AA

You can telephone on **01892 784059**
Or e-mail: **info@coastinsurance.co.uk**

If your complaint cannot be resolved straight away, and it relates to the terms and conditions of the **static holiday home** section of the policy, the complaint will be passed to **us** to deal with. Otherwise, Coast will carry out a full investigation and provide a response. **We** and Coast both aim to resolve your concerns as soon as possible and will keep you informed of progress whilst enquiries are continuing.

The majority of complaints that are not resolved straight away are resolved within four weeks of receipt.

Next steps if you are not happy with the response provided

We are dedicated to **our** customers and seek to do what is right; however, sometimes **we** may not be able to reach an agreement with you. If this is the case, and you remain dissatisfied once you have received **our** response to your complaint, **we** will carry out a further review.

Where the complaint is being handled by **us**, it will be referred to the Customer Relations Team for a separate review. They will contact you to let you know they have received your complaint and when their review is complete, they will provide you with a final response on behalf of **us**.

Where the complaint is being handled by Coast, it will be reviewed by a Director, and a final response provided.

Complaint Procedure Leaflet

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

The Financial Ombudsman Service (FOS)

If **we** are unable to resolve your complaint to your satisfaction within eight weeks, or if you remain dissatisfied following receipt of **our** final response letter, you can ask the FOS to formally review your case. You must contact the FOS within six months of **our** final response. The FOS contact details are as follows:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR

You can telephone on: **0845 080 1800**
Or e-mail: **complaint.info@financial-ombudsman.org.uk**

This is a free and impartial service and will not affect your legal rights. You are entitled to contact the FOS at any stage of your complaint.

Compensation

Coast and Zurich Insurance plc are 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 on www.fscs.org.uk or by contacting FSCS directly on **020 7892 7300**.

Making a claim (static holiday home, contents and personal effects sections)

Telephone Coast on **01892 786099** with brief details, quoting your policy reference, and they will send you a claim form for completion.

Please complete this as quickly and fully as possible and return it to:

Coast
Helix House
High Street
Wadhurst
East Sussex
TN5 6AA

Any estimates, invoices, valuations, or other supporting documentation should also be sent to Coast as soon as possible, either

with the completed claim form, or under separate cover quoting the appropriate reference.

When you contact **us** about a claim, you will need to tell **us**:

- your name address and telephone number(s);
- the place where the loss or damage occurred;
- what caused the loss or damage;
- the date of the incident.

Family Legal Solutions Section

**The Family Legal Solutions Section of this policy is provided by ARAG plc.
The Family Legal Solutions Insurance is underwritten by Brit Insurance Limited**

MEANING OF WORDS & TERMS

Certain words and terms contained in this section have been defined as they have the same meaning wherever they appear.

Appointed Advisor

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

Conditional Fee Agreement

The separate agreement between the **Insured** and **your Appointed Advisor** for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of sections 58, 58A, Courts and Legal Services Act 1990 (as substituted and inserted by section 27, Access to Justice Act 1999), the format and contents of which have been agreed to by **us** before it is entered into.

Collective Conditional Fee Agreement

The separate agreement between the **Appointed Advisor** and **us** for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of sections 58, 58A, Courts and Legal Services Act 1990 (as

substituted and inserted by section 27, Access to Justice Act 1999) which does not refer to specific proceedings but which provides for **your Appointed Advisor's** fees and expenses to be payable on a common basis.

Static Holiday Home

Your static caravan as declared in **your** proposal for insurance.

Insured

You, your partner and immediate family permanently living with **you** in the UK.

Insurer

Brit Insurance Limited.

Legal Costs & Expenses

- 1) In respect of all Insured Events other than as provided for in 2) & 3) below
 - a) Reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the **Appointed Advisor** on the Standard Basis and agreed in advance by **us**.
 - b) Reasonable accountancy fees, disbursements and other costs

reasonably incurred by the **Appointed Advisor** and agreed in advance by **us**.

c) Other side's costs incurred in civil claims where the **Insured** has been ordered to pay them or pays them with **our** agreement.

2) In respect of Insured Events 2 & 4 where the claim is brought within England & Wales and falls outside the jurisdiction of the **Small Claims Court**.

reasonable legal costs reasonably and proportionately incurred by the **Appointed Advisor** on the Standard Basis and agreed in advance by **us** or in accordance with the Predictable Costs scheme if applicable.

3) In respect of Insured Event 6 c) (ii) the **Insured's** loss of earnings.

Limit of Indemnity

£50,000 which is the maximum **Legal Costs & Expenses** payable by the **Insurer** in respect of all claims related by time or original cause except in respect of Insured Event 3. 2 which is subject to an inner limit of £5,000.

Period of Insurance

The period as shown in the Schedule to which this Policy attaches.

Reasonable Prospects of Success

In civil and criminal claims, where the **Insured** has a greater than 50% chance of successfully pursuing or defending the claim. If the **Insured** is seeking damages or compensation, there must also be a greater than 50% chance of enforcing any Judgment that might be obtained.

In criminal prosecution claims where the **Insured** pleads guilty, there is a greater than 50% chance of successfully mitigating the **Insured's** sentence or fine.

In tax claims, any dispute or appeal where the **Insured** has a greater than 50% chance of being successful.

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

Small Claims Court

A court in England & 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.

Territorial Limit

For Insured Events 2 and 4 the United Kingdom, Channel Islands, Isle of Man and countries in the European Union. For all other Insured Events the United Kingdom, Channel Islands and the Isle of Man.

We/Us/Our

ARAG plc who are authorised under a binding authority agreement to administer this section on behalf of the **Insurer**, Brit Insurance Limited.

You/Your

The person(s) named in the Schedule to which this policy attaches.

YOUR FAMILY LEGAL SOLUTIONS COVER

Following an Insured Event the **Insurer** will pay the **Insured's Legal Costs & Expenses** up to the **Limit of Indemnity**, including the cost of appeals provided that:

You have paid the insurance premium,

- 1) the Insured Event occurs within the **Territorial Limit**
- 2) the claim:
 - always has **Reasonable Prospects of Success**
 - is reported to **us**:
 - during the **Period of Insurance**
 - immediately after the **Insured** first becomes aware of circumstances which could give rise to a claim under this section
- 3) the **Insured** always agrees to use the **Appointed Advisor** nominated by **us** in any claim:
 - falling under the jurisdiction of an

Employment Tribunal or the **Small Claims Court**, and/or

- prior to the issue of proceedings
- 4) any proceedings or hearing are dealt with by a Court, tribunal or any other body that **we** agree to, in the **Territorial Limit**
- 5) in respect of a claim under Insured Events 2 or 4 the **Insured** enters into a **Conditional Fee Agreement** with the **Appointed Advisor** or **your Appointed Advisor** enters into a **Collective Conditional Fee Agreement** with **us** if the claim will be decided in a Court within England & Wales and falls outside the jurisdiction of the **Small Claims Court**.

INSURED EVENTS COVERED

1. EMPLOYMENT

A dispute with the **Insured's** current, former or prospective employer relating to their contract of employment or related statutory rights.

Provided that in respect of any claim falling under the jurisdiction of an Employment Tribunal the **Insured** agrees to use the **Appointed Advisor** nominated by **us**.

An employment dispute is deemed to have occurred once all internal dismissal, disciplinary and grievance procedures as set out under the Employment Act 2002 (Dispute Resolution) Regulations 2004 have been or ought to have been concluded.

What is not insured under Insured Event 1

1. Any dispute relating solely to personal injury.
2. Defending any dispute other than defending a counter claim.

2. CONTRACT

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

What is not insured under Insured Event 2

Any claim relating to

1. the letting leasing or licensing of land or buildings where **you** act as the landlord
2. loans, mortgages, endowments, pensions, or any other financial or investment product
3. a business, venture for gain, profession or employment of the **Insured**
4. contracts involving motor vehicles
5. a settlement due under an insurance policy
6. construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 including VAT.

3. PROPERTY

1. A dispute relating to material property which **you** own or is **your** responsibility
 - a) following an event which causes or could cause physical damage to **your** material property including **your static holiday home**.
 - b) following a public or private nuisance or trespass provided that the **Insured** is responsible for the first £250 of each and every claim.
2. A dispute with **your** landlord or site owner arising out of **your** occupation of **your static holiday home**.

What is not insured under Insured Event 3

Any claim relating to

1. a contract entered into by an **Insured** (except under 2 above)
2. any building or land other than **your static holiday home**.
3. a motor vehicle
4. the compulsory purchase of, or restrictions or controls placed on **your** property by any government, local or public authority.
5. defending any dispute under 3.1 a) other than defending a counter claim.

4. PERSONAL INJURY

An event causing the **Insured** personal injury.

What is not insured under Insured Event 4

Any claim relating to defending any dispute other than defending a counter claim.

5. TAX

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

What is not insured under Insured Event 5

Any claim arising from or relating to:

1. an investigation by the Special Civil Investigation Office or the Special Compliance Office of HM Revenue and Customs;
2. an investigation under the Civil Investigation of Fraud procedure;
3. the submission of returns or accounts where the HM Revenue & Customs levy a penalty or claim for interest or which contain negligent misstatements;
4. a tax avoidance scheme;
5. a business or venture for gain of the **Insured**.

6. LEGAL DEFENCE

a) Work

Arising out of the **Insured's** work as an employee

- (i) prior to being charged when dealing with the police or Health & Safety Executive or others with the power to prosecute;
- (ii) a prosecution brought against the **Insured** in a court of criminal jurisdiction;
- (iii) a civil action brought against the **Insured** for compensation under section 13 of the Data Protection Act 1998;
- (iv) civil proceedings brought against

the **Insured** under legislation for unlawful discrimination.

b) Motor

a motoring prosecution brought against the **Insured**.

c) Other

- (i) a formal investigation or disciplinary hearing brought against the **Insured** by any trade association, professional or regulatory body;
- (ii) being absent from work to attend any court, tribunal, arbitration, disciplinary hearing or regulatory proceedings at the request of the **Appointed Advisor** or whilst on Jury Service. The amount **we** pay shall not exceed £100 per day or part thereof less whatever is recoverable from the court or tribunal subject to a maximum of £1,000.

What is not insured under Insured Event 6

Any claim relating to:

1. driving without motor insurance or a valid driving licence;
2. parking offences.

7. IDENTITY THEFT

A dispute arising from the use of the **Insured's** personal information without their permission to commit fraud or other crimes.

What is not insured under Insured Event 7

Any money claimed, goods, choses in action, or other property or equivalent costs obtained as a result of the identity theft.

WHAT IS NOT INSURED BY THIS SECTION

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

1. **Legal Costs & Expenses** incurred before **we** accept a claim;
2. any actual or alleged act, omission or dispute occurring prior to, or

- existing at the inception of the policy, and which the **Insured** knew or ought reasonably to have known could give rise to a claim under this section;
3. where the amount in dispute is less than £100, or if the amount in dispute is payable in instalments then the instalment due and payable at the time of making the claim must exceed £100;
 4. an allegation or prosecution against the **Insured** involving:
 - assault, violence or dishonesty;
 - malicious falsehood;
 - 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 with another **Insured** or any members of the **Insured's** family;
 6. an Insured Event arising from an **Insured's** deliberate or reckless act;
 7. fines, penalties or compensation;
 8. a judicial review;
 9. patents, copyright, trade marks, passing off, trade or service marks, registered designs, secrecy and confidential information;
 10. a dispute with **us** or the **Insurer** not dealt with under Condition 6;
 11. defamation;
 12.
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste 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 it was 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 section, the burden of proving the contrary shall be upon the **Insured**;
13. Group Litigation Orders.

CONDITIONS WHICH APPLY TO THE WHOLE OF THIS SECTION

Failure to keep to any of these conditions may lead the **Insurer** to cancel this section, refuse a claim or withdraw from an ongoing claim. The **Insurer** also reserves the right to recover **Legal Costs & Expenses** from the **Insured** should this occur.

1. **The Insured's Responsibilities** An **Insured** must:
 - a) observe and keep to the terms of this section;
 - b) not do anything that hinders **us** or the **Appointed Advisor**;
 - c) tell **us** immediately after **you** first become aware of any cause, event or circumstances which could give rise to a claim under this section;
 - d) tell **us** immediately of anything that may materially alter **our** assessment of the claim;
 - e) cooperate fully with the **Appointed Advisor** and **us**, give the **Appointed Advisor** any instructions **we** require, and keep them updated with progress of the claim;
 - f) provide **us** with everything **we** need to help **us** handle the claim;
 - g) take reasonable steps to recover **Legal Costs & Expenses** that the **Insurer** pays and pay to the **Insurer** all costs that are recovered should these be paid to **you**;

- h) tell the **Appointed Advisor** to have the **Legal Costs & Expenses** assessed or audited if **we** require;
 - i) minimise any **Legal Costs & Expenses** and try to prevent anything happening that may cause a claim;
 - j) allow the **Insurer** at any time to take over and conduct in the **Insured's** name any claim, proceedings or investigation.
2. The **Appointed Advisor**
- a) In certain circumstances as set out in 2 c) below the **Insured** may choose an **Appointed Advisor**. In all other cases no such right exists and **we** shall choose the **Appointed Advisor**.
 - b) Where the **Insured** wishes to exercise their right to choose, they should write to **us** with their nominated representative's name and address. The **Insured's** chosen **Appointed Advisor** must agree to act under **our** standard terms of business and cooperate with **us** at all times. **We** may refuse to accept the **Insured's** nomination in exceptional circumstances. If **we** disagree over the appointment of an **Appointed Advisor** then **we** will agree for another suitably qualified person to decide the matter.
 - c) If **we** agree to start legal proceedings and the court or tribunal requires any representative to be legally qualified, or there is a conflict of interest, the **Insured** may choose a suitably qualified **Appointed Advisor**. The right of the **Insured** to choose never applies to Employment Tribunal, Tax or **Small Claims Court** claims unless there is a conflict of interest.
 - d) If the **Appointed Advisor** refuses to continue acting for the **Insured** with good reason, the **Insured** dismisses the **Appointed Advisor** without good reason, or the **Insured** withdraws from the claim without **our** written agreement, cover will end immediately unless **we** agree to appoint another **Appointed Advisor**.
- e) The **Appointed Advisor** must enter into a **Conditional Fee Agreement** with the **Insured** or a **Collective Conditional Fee Agreement** with **us** if a claim under Insured Events 2 & 4 will be decided by a Court within England & Wales and falls outside the jurisdiction of the **Small Claims Court**.
3. **Our Consent**
We must give **our** written consent to the **Insured** to incur any **Legal Costs & Expenses**. The **Insurer** does not accept any liability for **Legal Costs & Expenses** incurred without **our** written consent.
4. **Settlement**
- a. The **Insurer** has the right to settle the claim by paying the value of **your** claim.
 - b. The **Insured** must not negotiate, settle the claim or agree to pay any **Legal Costs & Expenses** incurred without **our** written agreement.
 - c. If the **insured** refuses to settle the claim following;
 - (i) a reasonable offer, or
 - (ii) advice to do so from the **Appointed Advisor**
 the **Insurer** may refuse to pay further **Legal Costs & Expenses**.
5. **Counsel's Opinion**
We may require the **Insured** to obtain and pay for an opinion from counsel regarding the merits or value of the claim. If the opinion supports the **Insured** then the **Insurer** will pay for the opinion.
6. **Arbitration**
 If there is a dispute between the **Insured** and **us** about the handling of a claim or the choice of an **Appointed Advisor**, the matter will be referred to a suitably qualified person agreed upon by both

parties. The loser of the dispute shall be liable to pay the costs incurred. If the **Insured** and **us** fail to agree on a suitably qualified person **we** will ask the president of the relevant Law Society to nominate.

7. Dual Insurance

The **Insurer** will not pay for any claim covered by another policy, or any claim that would have been covered by any other policy if this section did not exist.

8. Fraudulent Claims

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

9. Acts of Parliament & Jurisdiction

All Acts of Parliament within this section shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.

This section will be governed by English Law.

10. Data Protection Act

It is agreed by the **Insured** that any information provided to **us** &/or the **Insurer** regarding the **Insured** will be processed by **us** &/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 necessitate providing such information to third parties.

11. Contracts (Rights of Third Parties) Act 1999

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

COMPLAINTS PROCEDURE (FAMILY LEGAL SOLUTIONS SECTION)

Many concerns can be resolved straight away, therefore, in the first instance, 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:

Mr William H C Tuke
Coast
Helix House
High Street
WADHURST
East Sussex
TN5 6AA

You can telephone on **01892 784059**
Or e-mail: **info@coastinsurance.co.uk**

If **your** complaint cannot be resolved straight away, **you** should contact The Managing Director, ARAG plc, 9 Whiteladies Road, Clifton, Bristol BS8 1NN who will arrange to have **your** case reviewed at the appropriate level. If the matter is not concluded to **your** satisfaction, **you** may refer it to Brit Insurance Limited. If a complaint remains unresolved **you** may refer it to the Financial Ombudsman Service. They can be contacted at:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR

You can telephone: **0845 080 1800**
E-mail: **complaint.info@financial-ombudsman.org.uk**

This is a free and impartial service and will not affect **your** legal rights. **You** are entitled to contact the FOS at any stage of **your** complaint.

COMPENSATION

Coast, ARAG plc and Brit Insurance Limited are 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 on www.fscs.org.uk or by contacting FSCS directly on **020 7892 7300**.

MAKING A CLAIM (FAMILY LEGAL SOLUTIONS SECTION)

To report a claim, please telephone ARAG on 0117 917 1698, or go to www.arag.co.uk/newclaims

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

MAKING A CLAIM (STATIC HOLIDAY HOME, CONTENTS AND PERSONAL EFFECTS SECTIONS)

Telephone Coast on **01892 786099** with brief details, quoting your policy reference, and they will send you a claim form for completion.

Please complete this as quickly and fully as possible and return it to:

Mr William H C Tuke
Coast
Helix House
High Street
Wadhurst
East Sussex
TN5 6AA

Any estimates, invoices, valuations, or other supporting documentation should also be sent to Coast. as soon as possible, either with the completed claim form, or under separate cover quoting the appropriate reference.

When you contact **us** about a claim, you will need to tell **us**:

- your name, address and telephone number(s);
- the place where the loss or damage occurred;
- what caused the loss or damage;
- the date of the incident.

FAMILY LEGAL SOLUTIONS INSURANCE

This section of the policy is evidence of the contract between **you** and the **Insurer**.

This insurance is underwritten by Brit Insurance Limited.



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 & Wales number 2979679.

Park Home Insurance Services Ltd is authorised and regulated by the Financial Services Authority.

Our FSA register number is 306716.

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

The Static Holiday Home, Contents and Personal Effects Section of this policy is underwritten by:

Zurich Insurance plc

A public limited company incorporated in Ireland. Registration No. 13460.

Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

UK Branch registered in England and Wales Registration No. BR7985.

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Authorised by the Irish Financial Regulator and subject to limited regulation by the Financial Services Authority.

Details about the extent of our regulation by the Financial Services Authority are available from us on request.

FSA registration number: 203093

These details can be checked on the FSA's register by visiting their website www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

The Family Legal Solutions Section of this policy is provided by:

ARAG plc

9 Whiteladies Road, Clifton, Bristol BS8 1NN

Registered in England & Wales number 2585818

ARAG plc is authorised and regulated by the Financial Services Authority

FSA register number 452369.

The Family Legal Solutions insurance is underwritten by:

Brit Insurance Limited

Company No. 02763688 Authorised and regulated by the Financial Services Authority with No. 202898

Member of the Association of British Insurers.

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