

# YOUR POLICY DOCUMENT



## Static Holiday Home Policy

Freephone: 0800 614 849

[www.coastinsurance.co.uk](http://www.coastinsurance.co.uk)



This section is administered by Park Home Insurance Services Ltd, trading as Coast under a binding authority agreement with Brit Syndicate 2987 at Lloyd's (BSL) (written under unique market reference B0356JJ548F16A000 or replacement thereof). BSL's liability is several and it is liable for its proportion of liability and has no liability for any other insurers' proportion.

Park Home Insurance Services Ltd is authorised and regulated by the Financial Conduct Authority (firm reference number 306716) 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](http://www.fca.org.uk).

### **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 email: [info@coastinsurance.co.uk](mailto:info@coastinsurance.co.uk)

The **Static Holiday Home, Contents and Personal Effects** and Family Legal Solutions sections are underwritten by Brit Syndicate 2987 at Lloyd's.  
The **Static Holiday Home, Contents and Personal Effects** sections are administered by Coast.  
The Family Legal Solutions section of this policy is administered by ARAG plc.

### **Your Cancellation Rights**

You have the right to cancel your policy at any time; to do so you must let Coast know using the contact details above. Any potential refund will be calculated as follows:

For cancellation instructions received within 14 days of policy purchase, renewal or you receiving your policy documents, **We** will:

- Provide a full refund if the Period of Insurance has not yet started.
- Refund the premium for the exact number of days left in the current Period of Insurance if no Claims have been made.
- Not refund any part of the premium if a claim has been made in the current Period of Insurance.

For cancellation instructions received after the 14 day period described above has passed, **We** will:

- Refund the premium for the exact number of days left in the current Period of Insurance if no claims have been made applying a mid-term cancellation charge.
- Not refund any part of the premium if a claim has been made in the current Period of Insurance.

### **Data Protection**

You should understand that any information you have provided will be processed by **Us** in compliance with the provisions of the Data Protection Act 1988, for the purposes of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to other parties.

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## **COMPLAINTS PROCEDURE**

**(Static Holiday Home, Contents & Personal Effects Section)**

**We** strive to provide an excellent service to all **Our** customers but occasionally things can go wrong. **We** take all concerns seriously and endeavour to resolve all customers' problems promptly. If you have a question or concern about your policy you should, in the first instance follow the guidance notes or instructions in the insurance documentation you have been sent. Your Broker will also be able to advise you and provide assistance in this regard.

Alternatively if you wish to contact **Us** directly you should either write or telephone:

The Complaints Department  
Brit Syndicates Limited  
The Leadenhall Building  
122 Leadenhall Street  
London EC3V 4AB

Telephone: 0044 (0) 20 385 70000  
Facsimile: 0044 (0) 20 385 70001  
Email: [BGS.Complaints@britinsurance.com](mailto:BGS.Complaints@britinsurance.com)

In the unlikely event that *you* remain dissatisfied and wish to make a complaint you can do so at any time by referring the matter to **Us** at the above stated address or the Complaints Team at Lloyd's at the following address:

Complaints  
Lloyd's  
One Lime Street  
London EC3M 7HA

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Telephone: +44 (0)20 7327 5693  
Fax: +44 (0)20 7327 5225  
Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedure are set out in a leaflet "Your Complaint - How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

Should you remain dissatisfied after Lloyd's has considered your complaint and you are NOT a policyholder in the UK, You should, in the first instance, seek advice from your Broker as to whom you should direct your complaint.

If you were sold this product online or by other electronic means and within the European Union (EU) you may refer your complaint to the EU Online dispute Resolution (ODR) platform. Upon receipt of your complaint the ODR will escalate your complaint to your local dispute resolution service – this process is free and conducted entirely online. You can access the ODR platform on <http://ec.europa.eu/odr>.

If you are a policyholder in the UK, you may be able to refer the matter to The Financial Ombudsman Service. The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services, they can normally deal with complaints from private individuals and from small organisations; further information is available from:

Financial Ombudsman Service (FOS)

Exchange Tower

London E14 9SR

Helpline: 0800 0234 567  
0044 20 7964 0500 (if outside UK)  
Switchboard: 0044 (0) 20 7964 1000  
Facsimile: 0044 (0) 20 7964 1001

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

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Making a complaint to the Financial Ombudsman Service (FOS) does not affect your rights under this policy but if you are not an eligible complainant then the informal complaint process ceases.

### **Compensation**

Brit Syndicate 2987 at Lloyd's 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](http://www.fscs.org.uk) or by contacting the FSCS directly on **0800 678 1100**.

### **Telephone Call Recording**

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

## **STATIC HOLIDAY HOME INSURANCE POLICY – IMPORTANT NOTICE**

### **(Static Home, Contents & Personal Effects Section)**

This policy is an agreement between you (the person shown in your schedule as the Insured) and **Us** (Brit Syndicate 2987 at Lloyd's).

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.

#### **Information You Have Given Us**

In deciding to accept this policy and in setting the terms and premium, **We** have relied on the information you have given **Us**. You must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If **We** establish that you deliberately or recklessly provided **Us** with false or misleading information **We** will treat this policy as if it never existed and decline all claims.

If **We** establish that you carelessly provided **Us** with false or misleading information it could adversely affect your policy and any claim. For example, **We** may:

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided you with insurance cover which **We** would not otherwise have offered;
- amend the terms of your insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by your carelessness;
- reduce the amount **We** pay on a claim in the proportion the premium you have paid bears to the premium **We** would have charged you; or
- cancel your policy in accordance with the right to cancel condition below.

**We** or Coast will write to you if **We**:

- intend to treat your policy as if it never existed; or
- need to amend the terms of your policy.

If you become aware that the information you have given **Us** is inaccurate, you must inform Coast as soon as practicable.

#### **Choice of Law**

Your policy 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.

#### **Use of Language**

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

## DEFINITIONS (Static Holiday Home, Contents & Personal Effects Section)

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

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.

<b>Bodily Injury</b>	Physical injury which is the sole and direct result of accidental violent and visible means.
<b>Contents and Personal Effects</b>	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 <b>Static Holiday Home</b> and/or adjacent locked storage and belong to you or your <b>Family</b> .
<b>Excess</b>	The first amount of any claim for which you are responsible.
<b>Family</b>	Your husband, wife or partner, children or relatives.
<b>Holiday Letting</b>	The <b>Static Holiday Home</b> is let for use (whether commercially let or otherwise) to members of the public outside of your <b>Family</b> and friends and/or payment is received for use of the <b>Static Holiday Home</b> , including advertised lettings, for commercial gain.
<b>Loss of Sight</b>	Permanent and total physical loss of sight. <ul style="list-style-type: none"><li>• <b>Loss of Sight</b> 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.</li><li>• <b>Loss of Sight</b> in one eye will be said to have occurred if the remaining sight, after the correction is 3/60 or less on the Snellen scale.</li></ul>
<b>Permanent</b>	Lasting or likely to last indefinitely.
<b>Permanent Total Disablement</b>	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.
<b>Private Use</b>	Private use of the <b>Static Holiday Home</b> by you, your <b>Family</b> 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 this is acceptable but if the payment includes the use of the <b>Static Holiday Home</b> then it must be insured for <b>Holiday Letting</b> .
<b>Residential</b>	The <b>Static Holiday Home</b> is occupied by you and your <b>Family</b> as a permanent residence on a site licenced for residential use.



<b>Static Holiday Home</b>	The <b>Static Holiday Home</b> 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.
<b>Use of the Static Holiday Home</b>	Your policy schedule will show the type of use you have selected for the <b>Static Holiday Home</b> insured. You must tell <b>Us</b> if any of the information (including the type of use) on which the insurance is based changes – see General Condition 7.
<b>Valuables</b>	Any article of gold, silver or other precious metal, jewellery, watches, furs, pictures or other works of art, collections of stamps or coins. Please note, a receipt or copy valuation not more than two years old may be required in the event of a claim.
<b>We/Us/Our</b>	Brit Syndicate 2987 at Lloyd's.

The following defined terms are used in the Exclusions:

<b>Money</b>	Cash, cheques, post 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.
<b>Vehicles and Craft</b>	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).

## STATIC HOLIDAY HOME, CONTENTS AND PERSONAL EFFECTS SECTION

### Events

1. **We** cover up to the sum insured stated in the schedule, anywhere in the United Kingdom, sudden and unexpected loss of or physical damage to the **Static Holiday Home** and to its **Contents and Personal Effects** during the period of insurance.

**We** will not pay for:

- a) **Money**, credit, debit or charge cards;
- b) business books or documents;
- c) photographic equipment, binoculars, camcorders, mobile telephones;
- d) cycles, fishing rods and accessories or outboard motors, contact lenses, spectacles and sports equipment;
- e) damage to tyres unless by vandalism or where the rest of the **Static Holiday Home** is damaged at the same time;
- f) loss or damage by theft or attempted theft unless violence or force are used to break into or out of your **Static Holiday Home**;
- g) theft or accidental loss from awnings or toilet tents;
- h) the replacement 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 of accessory required, together with the appropriate fitting charge;
- i) 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;
- j) damage which occurs when the **Static Holiday Home** is not sited or connected to services;
- k) electrical or mechanical failure or breakdown;
- l) faulty design, materials or workmanship;

- n) chewing, tearing, fouling or scratching by pets;
- o) any loss or damage occurring whilst the **Static Holiday Home** is being used for any unlawful purpose;
- p) the **Excess** shown in the schedule.

**We** will not pay more than:

- q) £50 for **Valuables**;
- r) £1,500 in any one year of insurance for television sets, radios, video or DVD recorders, computers and hi-fi systems
- s) £150 in any one year of insurance for discs, tapes and software relating to cassettes, compact discs, videos and computers

Unless your **Static Holiday Home** has been suitably endorsed, **We** will not pay for:

- t) loss or damage in respect of any **Static Holiday Home** which is empty or not in use during the period from 31<sup>st</sup> October until 1<sup>st</sup> 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

## 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 reconnection 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. Professional fees and other costs – **We** will pay up to £2,500 for any fees payable to the site owner which are specified in a written contract and which are solely in connection with the rebuilding of the **Static Holiday Home**.
7. 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.
8. 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.
9. 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.
10. Replacing locks – **We** will pay up to £250 for replacing locks to your **Static Holiday Home** if you lose your **Static Holiday Home** keys anywhere in the world.
11. 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 £5,000,000.

**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;

- 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.
12. 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.
13. Personal accident cover – if you or your husband, wife, partner or children suffer **Bodily Injury** sustained during the period of insurance whilst in the **Static Holiday Home** or within the boundaries of the permanent site of the **Static Holiday Home** 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. All benefits for people under 16 are reduced to £500.

No cover is provided for **Bodily Injury** you or your husband, wife, partner or children suffer whilst engaged in the construction, erection or installation of the **Static Holiday Home**. However this does not exclude **Bodily Injury** suffered whilst engaged in routine minor maintenance activities.

14. Index-linked – if you have selected New for Old cover **We** will increase your **Static Holiday Home** sum insured annually at renewal 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**.)

### **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](http://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](http://opsi.gov.uk)) or contact the Citizens Advice Bureau.

## 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

- Your chosen sums insured must be sufficient to buy a brand new equivalent **Static Holiday Home** and its contents at the time of the loss.
- **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 up to your sum insured.
- **We** will decide whether to repair or replace any item of **Contents and Personal Effects** that is lost or damaged up to your sum insured. If they cannot be repaired or replaced **We** will pay the cost of an equivalent replacement up to your sum insured.

### Market Value

- Your chosen sum insured should represent the amount an equivalent **Static Holiday Home** (make, model, year of manufacture) and its contents would cost at the time of a total loss.
- **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.

Please note:

- When **We** pay your claim, **We** will deduct the amount of the **Excess** shown in your schedule. No excess is applicable under Extra cover items.
- 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:
  1. 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.

## LETTING YOUR STATIC HOLIDAY HOME

If you have told us that you are using your **Static Holiday Home** for **Holiday Letting**, the following exclusions and conditions apply.

### **Static Holiday Home, Contents and Personal Effects**

- It is noted that the use of the **Static Holiday Home** is for **Holiday Letting** as defined in your policy.
- **We** will not pay for any loss or damage resulting from theft or malicious damage caused by anyone that you have let, lent or hired the **Static Holiday Home** to.
- Extra cover, Paragraph 11 Your liability to others
  - The wording “the **Static Holiday Home** being let for hire or reward” is deleted and replaced with:

“any legal liability resulting from any business trade or profession other than for **Holiday Letting** of the **Static Holiday Home**”.
- Extra cover, Paragraph 12 Alternative accommodation is replaced with the following:
  - Alternative accommodation and loss of hiring charges

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.
    - Loss of hiring charges for bookings accepted prior to the loss or damage but only if a record has been maintained of all hiring, agreed hiring charges and deposits paid.
- General Exclusion 5 is replaced with the following:

**We** will not pay for the following:

  - Loss or damage to any items used in connection with any business trade or profession other than for holiday letting of the **Static Holiday Home**.

## GENERAL EXCLUSIONS APPLICABLE TO YOUR STATIC HOLIDAY HOME, CONTENTS AND PERSONAL EFFECTS SECTIONS

We will not pay for:

1. **Radioactive Contamination/ War/ Sonic Booms**

Loss or destruction of or damage to any property or any direct or indirect loss or any legal liability directly or indirectly caused by or contributed to or arising from:

  - a) ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel,
  - b) the radioactive, toxic, explosive or other hazardous property of any explosive nuclear assembly or nuclear component of such assembly,
  - c) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power,
  - d) pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.
2. **Seizure or Confiscation**

Loss or damage to any property caused during seizure or confiscation or attempts at either of these by Customs or under the order of any government or any public or local authority.
3. **Existing Damage**

Any loss or damage occurring before the commencement of the first period of insurance.
4. **Wilful Damage**

Any wilful or malicious damage by you or the **Family**.
5. **Loss by Deception**

Any loss suffered by you due to any person obtaining property by deception.
6. **Sets/Suites**

The cost of replacing any undamaged item or part of any item solely because it forms part of a set, suite or one of a number of items of a similar nature, colour or design when loss or damage occurs within a clearly defined area or to a specific part and replacements cannot be matched.
7. **Riot/Civil Commotion**

Riot or civil commotion outside the United Kingdom.

8. **Terrorism** Any loss, destruction or damage or any cost or expense of whatever nature occasioned by or happening through or as a direct or indirect consequence of Act(s) of Terrorism.
- For the purposes of this Exclusion, Act(s) of Terrorism will mean loss, destruction or damage caused by, or contributed to, or arising from the use or the threat of use of any chemical, biological or bio-chemical weapon, or any other nuclear device or radioactive substance by any person or group of people whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including intention to influence any government and/or to put the public or any section of the public in fear.
9. **Gradually Operating Cause** Loss or damage due to any gradually operating cause including deterioration or wear and tear.
10. **Direct or Indirect Loss** Any loss which happens as an indirect result of an event for which you are insured.
11. **Pollution** Any loss, damage or liability arising from pollution or contamination unless caused by:
- a) a sudden and unforeseen and identifiable accident,
  - b) escape of oil from a domestic oil installation at the **Static Holiday Home**.
12. **Calendar Date and Computer Viruses** Loss, destruction or damage caused by:
- a) the failure of a computer chip or computer software to recognise a true calendar date,
  - b) computer viruses.
13. **Business Use** Any loss or damage to items used in connection with any business, trade or profession.



## GENERAL CONDITIONS APPLICABLE TO YOUR STATIC HOLIDAY HOME, CONTENTS AND PERSONAL EFFECTS SECTIONS

1. You must do all you can to prevent and reduce any costs, damage, injury or loss.
2. 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.
3. 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.
4. 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.
7. If any claim is covered by any other insurance, **We** will not pay for more than **Our** share of that claim.
8. You must take reasonable care to provide complete and accurate answers to the questions Coast asks.
9. 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 becomes untrue or incorrect, please provide Coast with updated details.
10. If any of the information provided by you is not complete and accurate:
  - a) **We/Coast** may cancel your policy and refuse to pay any claim, or
  - b) **We/Coast** may not pay any claim in full, or
  - c) **We/Coast** may revise the premium and/or change any **Excess**, or
  - d) 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 are 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.

13. Coast will contact you in writing at least 21 days before Your renewal date and will either:
- a) give you an opportunity to renew your insurance for a further year and:
    - i. tell you about any changes **We** are making to the terms and conditions of your policy;
    - ii. review your circumstances and consider whether this insurance continues to meet your needs;
    - iii. check that the information you have provided **Us** is still correct, and provide the opportunity for you to tell **Us** if anything has changed
    - iv. tell you the price for the next year
- If you wish to make any changes at renewal, please contact Coast.

OR

- b) let you know that **We** are unable to renew your insurance. Reasons why this may happen include, but are not limited to the following:
  - i. when the product is no longer available; or
  - ii. 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 You Have Given **Us**” section within this document. General Condition 10.

Where **We** have offered you renewal terms and you select or have selected to pay by direct debit, 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 direct debit arrangements since you purchased the policy or your last renewal; or
- they can no longer offer you their direct debit facility if, for example, you have a poor payment history or 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 the policy can be renewed.

14. A cooling off period (14 days from the renewal of the contract or the date on which you receive your renewal documentation, whichever is the later) applies. 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 if no claim has been made during the **Period of Insurance** of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **We** have provided cover. A mid-term cancellation fee will apply.

To exercise your right to cancel, please contact: Coast, Helix House, High Street, Wadhurst, East Sussex, TN5 6AA. Telephone: 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 post and/or email 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 8 in this policy booklet.
- Where you have not taken reasonable care to provide complete and accurate answers to the questions asked. See General Condition 10.

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 and a mid-term cancellation fee. No refund will be payable if 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.

## **HOW TO MAKE A CLAIM (STATIC HOLIDAY HOME, CONTENTS AND PERSONAL EFFECTS SECTION)**

To report a claim, please telephone Coast on **01892 786099**. Lines are open 24 hours a day, 7 days a week.

They will take full details of your claim over the telephone. Please have your individual reference number available.

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.

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](http://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

### Consumer Legal Services

Register today at: [www.araglegal.co.uk](http://www.araglegal.co.uk) and enter the voucher code AFE48BBE98B5 to access the law guide and download legal documents to help with consumer legal matters.

### 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, mediator 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".

### **Communication Costs**

The reasonable cost of phone calls, postage (including special delivery), image scanning, photocopying or credit reports where the **Insured** has taken advice from **Our** Identity Theft Advice and Resolution Service.

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

**Insured** – **You**, **Your** partner and relatives 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**

1. 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.
2. 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.
3. Reasonable accountancy fees reasonably incurred under INSURED EVENT 6 TAX by the **Appointed Advisor** and agreed by **Us** in advance.
4. The **Insured’s** basic wages or salary under Insured event 8 Loss of earnings while attending court or tribunal at the request of the **Appointed Advisor** or whilst on jury service.
5. 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**

1. 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.
2. In criminal prosecution claims where the **Insured**
  - pleads guilty, a greater than 50% chance of reducing any sentence or fine or
  - pleads not guilty, a greater than 50% chance of that plea being accepted by the court.
3. In all claims involving an appeal, a greater than 50% chance of the **Insured** being successful.

Where it has been determined that reasonable prospects of success as set out in 1., 2. and 3. above do not exist, the **Insured** shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome.

### **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 simple claims procedure as set out by the Courts Reform (Scotland) Act 2014, 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 Insured Event the **Insurer** will pay the **Insured's Legal Costs and Expenses** and **Communication Costs** up to £50,000 (including the cost of appeals) for all claims related by time or originating cause, subject to all of the following requirements being met:

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 Insured Event occurs within the **Territorial Limit**.
4. The claim:
  - a. always has **Reasonable Prospects of Success** and
  - b. is reported to **Us**
    - i. during the **Period of Insurance** and
    - ii. as soon as the **Insured** first becomes aware of circumstances which could give rise to a claim.
5. 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.
6. Any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory body 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
  - b. 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 arising from or relating to:

1. a dispute 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
5. an **insured's** employer's or ex-employer's pension scheme

6. a compromise or settlement agreement between the **Insured** and their employer unless such an agreement arises from an ongoing claim under the policy.

### 2. CONTRACT

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

- a. 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 arising or relating to:

1. a dispute with a tenant or where the **Insured** is the landlord or lessor
2. loans, mortgages, pensions, or any other banking, life or long-term insurance products, savings or investments
3. 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:
- a. an event which causes physical damage to the **Insured's** property including **Your** main **Home**
  - b. 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:

1. The first £250 of any claim under INSURED EVENT 3b). 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
2. mental injury, nervous shock, depression or psychological symptoms where the **Insured** has not sustained physical injury to their body
3. defending any claim other than an appeal

### 5. CLINICAL NEGLIGENCE

A dispute arising from alleged clinical negligence or malpractice.

#### What is not insured under Event 5:

1. Any claim arising or relating to a contract dispute
2. Defending any dispute other than an appeal.

### 6. TAX

A formal 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 arising or relating to:

1. tax returns where HM Revenue & Customs impose a penalty or which contain careless and/or deliberate 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
4. any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland
5. an investigation by the Fraud Investigation Service 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:
  - i) the **Insured** being interviewed by the police or others with the power to prosecute
  - ii) 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 Event 7:

Any claim arising or relating to:

1. 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 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 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:

1. **Legal Costs and Expenses** and **Communication Costs** incurred without **Our** consent
2. 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:
  - a. assault, violence or dishonesty, malicious falsehood or defamation
  - b. the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials
  - c. illegal immigration
  - d. 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
8. a dispute arising from or relating to clinical negligence except as provided for in INSURED EVENT 5 CLINICAL NEGLIGENCE
9. a dispute with **Us** not dealt with under Condition 6, or the **Insurer** or the company that sold this policy
10.
  - a. 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 aircraft 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
12. 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:

- a. 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
- ### 2. Freedom to choose an Appointed Advisor
- 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**
  - c. Where the **Insured** wishes to exercise the right to choose, the **Insured** must write to **Us** with their preferred representative's contact details. Where the **Insured** chooses to use their preferred representative, the **Insurer** will not pay more than **We** agree to pay a solicitor from **Our** panel. (**Our** panel solicitor firms are chosen with care and **We** agree special terms with them which may be less than the rates available from other firms.)
  - 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 Fee Agreement** where legally permitted

3. **Consent**
  - a. 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
  - b. An **Insured** must have your agreement to claim under this policy
4. **Settlement**
  - a. The **Insurer** has the right to settle the claim by paying the reasonable value of the **Insured's** claim
  - b. 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
  - c. 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 9 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 6 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 46 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 and Claims tainted by dishonesty**
- a. If the **Insured** makes any claim which is fraudulent or false, the policy shall become void and all benefit under it will be lost
  - b. An **Insured** shall at all times be entirely truthful and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that the **insured** has breached this condition and that the breach has:
    - i) affected **Our** assessment of **reasonable prospects of success**, and/or
    - ii) prejudiced any part the outcome of the **Insured's** claim the **Insurer** shall have no liability for **Legal Costs & Expenses**
9. **Acts of Parliament & Jurisdiction**  
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
10. **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
11. **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

Telephone: 0117 917 1561  
(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](mailto:customerrelations@arag.co.uk)

Should **You** remain dissatisfied **You** can pursue **Your** complaint further with Lloyd's, who can be reached in the following ways:

Lloyd's  
One Lime Street  
London EC3M 7HA

Telephone: 0207 327 5693  
Fax: 0207 327 5225  
email: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

If Lloyd's is not able to resolve the complaint to **Your** satisfaction then **You** can 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 E14 9SR

Telephone: 0800 023 4567  
or 0300 123 9123  
Email: [complaint.infofinancial-ombudsman.org.uk](mailto:complaint.infofinancial-ombudsman.org.uk)

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find out more information on the Financial Ombudsman Service website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

The Financial Ombudsman Service's decision is binding upon the **Insurer**, but **You** are free to reject it without affecting **Your** legal rights.

### **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.

Further information is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS directly on **0800 678 1100**.



## 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.**

1. Under no circumstances should **You** instruct **Your** own solicitor or accountant as the **Insurer** will not pay any costs incurred without **our** agreement.
2. **You** can download a claim form at [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims) or **You** can request one by telephoning **Us** on 0117 917 1698 between 9am and 5pm Monday to Friday (except bank holidays).
3. **Your** completed claim form and supporting documentation can be submitted to ARAG by email, post or fax. Further details are set out in the claim form itself. **We** will send you a written acknowledgment by the end of the next working day after the claim is received.
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 cover under the terms of your policy and advising you of the next steps to progress your claim; or
  - if the claim is not covered, explaining in full why and whether **We** can assist in another way.
5. When an advisor 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.

### HELPLINES

All helplines are subject to fair and reasonable use. The level of fair usage will depend on individual circumstances. However, if **Our** advisors consider that **Your** helpline usage is becoming excessive they will tell **You**. If following that warning usage is not reduced to a more reasonable level, **We** can refuse to accept further calls.

### LEGAL AND TAX ADVICE

If **You** have a legal or tax problem **We** strongly recommend that **You** take advantage of **Our** confidential legal and tax advice helpline which is provided as part of this policy. The legal advice helpline is open 24/7 and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

The advice covers personal legal matters within EU law or personal tax matters falling within UK law. Services are subject to fair and reasonable use. **Your** query will be dealt with by a qualified specialist experienced in handling legal and tax related matters.

For legal and tax advice, please telephone ARAG on **0333 000 7809** (local rate number).

### IDENTITY THEFT HELPLINE & RESOLUTION SERVICE

This helpline provides advice to help **You** keep **Your** identity secure. If **You** suspect **You** are a victim of identity theft, **Our** specialist caseworkers can help **You** to restore **Your** credit rating and correspond with **Your** card issuer, bank or other parties. This service is available from 8am to 8pm seven days a week by calling **0333 000 2083**.

## NOTES



**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:**

**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.

**Legal Expenses Insurance administered 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.

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



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