

# YOUR POLICY DOCUMENT



## Static Holiday Home Policy

Telephone 01892 784059  
[www.coastinsurance.co.uk](http://www.coastinsurance.co.uk)



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

## Introduction

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

Coast, The Old Bank, High Street, Wadhurst, East Sussex TN5 6AB.

Tel 01892 784059 or e-mail: [info@coastinsurance.co.uk](mailto:info@coastinsurance.co.uk)

The Static Home, Contents, Personal Effects and Liability sections of this policy are underwritten by Aviva Insurance Limited. FCA number 202153.

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

The Family Legal Solutions section is underwritten by HDI Global Speciality SE.

## Your cancellation rights

**You** have the right to cancel **your** policy at any time. Any potential refund will be calculated as follows:

- Before the policy starts, **we** will provide a full refund
- Within 14 days of policy purchase, renewal or **you** receiving **your** policy documents:
  - provided no claim has been made, **we** will provide a full refund
  - if a claim has been made, **you** will be charged for the exact number of days the insurance has been in place
- 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** applying a mid-term cancellation charge.

To cancel **your** policy, contact Coast by telephoning 01892 784059 or emailing [info@coastinsurance.co.uk](mailto:info@coastinsurance.co.uk) or writing to The Old Bank, High Street, Wadhurst, East Sussex, TN5 6AB. See also General Conditions 13 and 15.

## Customers with disabilities

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

## Compensation

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

# Index to your policy

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

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# Complaints procedure

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

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

## Coast's commitment to customer service

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

## Who to contact in the first instance

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

Compliance Manager

Coast, The Old Bank, High Street, Wadhurst, East Sussex, TN5 6AB.

**You** can telephone on 01892 784059 or email: [info@coastinsurance.co.uk](mailto:info@coastinsurance.co.uk)

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

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

## Complaint Procedure Leaflet

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

## The Financial Ombudsman Service

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

The Financial Ombudsman Service contact details are as follows:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

You can telephone 08000 234 5671 or 0300 123 9123. Calls from UK landlines and mobiles are free.

or e-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

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

# Static home insurance policy – important notice

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

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

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

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

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

## Choice of Law

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

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

## Telephone Call Recording

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

# Your Static Holiday Home Insurance Policy

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

## Static Holiday Home, Contents, Personal Effects and Liability Sections

## Definitions

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

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

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

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

**Holiday Letting** – the **Static Holiday Home** is let for use (whether commercially let or otherwise) to members of the public outside of **your** family and friends and/or payment is received for the use of the **Static Holiday Home**, including advertised lettings, for commercial gain.

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

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

- **Loss of sight** in one eye will be said to have occurred if the remaining sight, after correction is 3/60 or less on the Snellen scale.

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

**Permanent** – lasting or likely to last indefinitely.

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

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

**Risk Address** – the site address and plot number shown on **your Schedule**.

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



**Static Holiday Home** – the **Static Holiday Home**, owned by **you**, and shown in **your Schedule** including its fixtures and fittings and built in equipment including refrigerators, microwaves, cookers, gas bottles, awnings, steps, balconies, decking, fires, boilers, showers, water heaters, batteries and generators.

**Unoccupied** – Uninhabited by **you**, or by any other person authorised by **you**, for any continuous period exceeding 72 hours.

**Use of the Static Holiday Home – Your policy Schedule** will show the type of use **you** have selected for the **Static Holiday Home** insured. **You** must tell **us** if any of the information (including the type of use) on which this insurance is based changes – see General Condition 9.

**We/Us/Our** – Aviva Insurance Limited.  
Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH

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

### **The following defined terms are used in the Exclusions**

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

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

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

# Static Holiday Home, Contents and Personal Effects Section

## Events

1. **Your Static Holiday Home**, it's **Contents and Personal Effects** are covered up to the amounts shown on **your Schedule** for the following:

- Fire, explosion, lightning or earthquake and smoke.
- Storm or Flood.
- Riot, civil unrest, strikes, or labour or political disturbances.
- Malicious people or vandals.
- Being hit by aircraft or other flying objects or items dropped from them;
- Being hit by vehicles or animals.
- Escape of water or oil from water tanks, pipes, equipment or fixed heating systems.
- Water freezing in tanks, equipment or pipes.
- Theft or attempted theft.
- Falling radio or television receiving aerials (including satellite dishes), their fittings and masts.
- Falling trees or branches
- All other accidental damage to the caravan that is not covered by the items above.

Subject to the following conditions:

**We will not pay for:**

- The excess shown on your schedule
- Anything set out in the General Exclusions section of this policy booklet
- **Money**, credit, debit or charge cards
- **Valuables**

- business books or documents
- photographic equipment, binoculars, camcorders, mobile telephones
- cycles, fishing rods and accessories or outboard motors, contact lenses, spectacles and sports equipment
- **Vehicles and Craft** and their accessories
- damage to tyres unless by vandalism or where the rest of the **Static Holiday Home** is damaged at the same time
- loss or damage by theft or attempted theft unless violence or force are used to break into or out of **your Static Holiday Home**
- theft or accidental loss from awnings or toilet tents
- theft of property in transit or in the open
- storm damage to awnings and toilet tents
- the replacement of parts or accessories which are found to be obsolete or unobtainable. The most **we** will pay will be limited to the last known list price of the part or accessory required, together with the appropriate fitting charge
- theft or loss arising from deception, financial loss, or the use of stolen, forged or invalid cheques, drafts, bank notes, passports and documents of any kind

- damage which occurs when the **Static Holiday Home** is not sited or connected to services
- loss or damage in respect of any **Static Holiday Home** which is **Unoccupied** during the period from 31st October until 1st March in respect of escape of water from any tank apparatus or pipe unless the main stop cock to the **Static Holiday Home** has been turned off and all equipment fully drained down

or

the central heating system is left on at a minimum of 15 degrees Centigrade at all times

- damage caused by falling trees or branches does not include removing the part of the tree that is still below ground or restoring the area around the caravan.
- damage caused by animals does not include damage caused by domestic animals
- any reduction in value
- any loss which happens as an indirect result of an event for which **you** are insured
- the cost of replacing any undamaged item or part of any item just because it forms part of a set, suite or one of a number of items of a similar type, colour or design
- loss or damage to any items used in connection with any business, trade or profession
- loss or damage that happens gradually or wear and tear
- mildew, fungus, climatic or atmospheric conditions, frost, wet or dry rot

- any process of cleaning, repair or alteration
- insects or chewing, scratching, tearing or fouling by pets
- electrical or mechanical failure or breakdown
- faulty design, materials or workmanship

**We** will not pay more than:

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

## Additional Cover

2. Site clearance – **We** will pay up to the amounts shown in the **Schedule** for site clearance, removal of debris and the disconnection and reconnection of services for which **you** are responsible in the event of sudden and unexpected loss or or physical damage to the **Static Holiday Home**
3. 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
4. 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
5. 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

6. Frozen food – **we** will pay up to £100 to replace food and drink in **your** fridge or freezer, that **you** cannot use following the breakdown of the appliance or the failure of the power supply, but not if this was caused by the deliberate act of the supply authority. The fridge or freezer must be less than 10 years old for this cover to apply.
7. Replacing locks – **we** will pay up to £250 for replacing the locks to **your Static Holiday Home** if **your** keys are lost or stolen anywhere in the world
8. 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
9. 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
10. 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
11. 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**)

## Optional cover

Only applies if specified on **your schedule**

Malicious damage to **your Static Holiday Home** and/or its contents by tenants

## 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

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

## Finance

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

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.

# Liability Section

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

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

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

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

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

We will not cover liability in connection with:

- any accidental **Bodily Injury** or illness to any domestic employee if the injury or illness happens as a result of or in the course of their employment by **you**
- loss of or damage to property which belongs to **you, your** family or is in **your** care

- any **Vehicles and Craft**
- any agreement except to the extent that **you** would have been liable without that agreement
- **your** trade, business or profession
- the Defective Premises Act 1972 (or the Defective Premises Northern Ireland Order 1975) if it is covered by other insurance
- deliberate or malicious acts
- transmission of any communicable disease or virus by **you**
- any animal (other than guide dogs or pets that are normally domesticated in the United Kingdom)
- using the **Static Holiday Home** as a permanent home
- dangerous dogs as defined in the Dangerous Dogs Act 1991 (or any later legislation)
- death, **Bodily Injury** or illness to **you** or **your** family
- the **Static Holiday Home** being attached to a towing vehicle
- the **Static Holiday Home** or part thereof becoming detached from any towing vehicle
- any liability in respect of any vehicle being used for the transportation of the **Static Holiday Home**
- the **Static Holiday Home** being let for hire or reward

## Defective Premises Act 1972

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

## Letting Your Static Holiday Home

If you have told us that you are using your **Static Holiday Home** for **Holiday Letting**, and your schedule shows this, 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 unless you have opted to include malicious damage by tenants and your schedule has the appropriate endorsement.

The Liability Section is amended to include:

“any legal liability resulting from any business trade or profession other than for **Holiday Letting** of the **Static Holiday Home**”.

Additional cover under point 8 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 conditions applicable to your static holiday home, contents, personal effects and liability sections

1. **You** must do all **you** can to prevent and reduce any costs, damage, injury or loss.
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.
5. 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**.
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 take reasonable care to provide complete and accurate answers to the questions Coast asks. Please read any assumptions carefully and confirm if they apply to **your** circumstances.
8. If any of the information provided by **you** changes after **you** purchase **your** policy and during the **Period of Insurance**, or on **your** **Schedule** at renewal, or if any of the assumptions made become untrue or incorrect, please provide Coast with details.
9. If the information provided by **you** is not complete and accurate:
  - **We/Coast** may cancel **your** policy and refuse to pay any claim, or
  - **We/Coast** may not pay any claim in full, or
  - **We/Coast** may revise the premium and/or change any excess, or
  - the extent of the cover may be affected.The changes, if accepted by **us**, will apply from the date indicated on **your** updated **Schedule**. In this case **we** will be entitled to vary the premium and terms for the rest of the **Period of Insurance**.
10. Coast recommend that **you** keep a record (including copies of letters) of all information provided to **us/Coast** for **your** future reference.
11. If **you** are paying the premium using a monthly credit facility, **you** must make the regular monthly payments as required in the credit agreement. If the credit agreement is terminated, for non-payment, **we** may cancel this insurance as set out in General Condition 16.



12a. Coast will contact **you** in writing at least 21 days before **your** renewal date and will either:

- give **you** an opportunity to renew **your** insurance for a further year and tell **you**:
- about any changes **we** are making to the terms and conditions of **your** policy;
- to review **your** circumstances and consider whether this insurance continues to meet **your** needs;
- to check that the information **you** have provided **us** with is still correct, and tell **us** if anything has changed; and the price for the next year.

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

Or

12b. let **you** know that **we** are unable to renew **your** insurance. Reasons why this may happen include but are not limited to the following:

- when the product is no longer available; or
- when **we** are no longer prepared to offer **you** insurance for reasons such as:
  - **we** reasonably suspect fraud;
  - **your** claims history;
  - **we** have changed our acceptance criteria;
  - **you** are no longer eligible for cover; and/or
  - where **you** have not taken reasonable care to provide complete and accurate answers to the questions asked. See the 'Important Notice – Information and changes we need to know about' section within this document. General Condition 10

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

Coast will not automatically renew your policy if:-

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

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

12. A cooling off period (14 days from renewal of the contract or the day on which **you** receive **your** renewal documentation, whichever is the later) applies at the renewal of **your** insurance. Please read "Your cancellation rights" in this policy booklet.
13. **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.
14. Following the expiry of **your** 14 day statutory cooling-off period, **you** continue to have the right to cancel **your** policy at any time during its term. If **you** do so, **you** will be entitled to a refund of the

premium paid in respect of the cancelled cover less a proportionate deduction for the time for we have provided cover.

To exercise **your** right to cancel, please contact: Coast, The Old Bank, High Street, Wadhurst, East Sussex TN5 6AB. Tel 01892 784059 or email: info@coastinsurance.co.uk.

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

Valid reasons include but are not limited to the following:

- Non payment of premium (including non-payment of instalments under a credit facility). If premiums or instalment payment(s) are not paid when due Coast will write to **you** requesting payment by a specific date. If they receive payment by the date set out in the letter no further action will be taken. If they do not receive payment by this date the policy will be cancelled from the cancellation date shown on the letter.
- Where **we** reasonably suspect fraud.

- Where **you** fail to co-operate with **us** or Coast or provide information or documentation reasonably required, and this affects **our** ability to process a claim or defend **our** interests. See General Condition 2 in this policy booklet.
- Where **you** have not taken reasonable care to provide complete and accurate answers to the questions asked. See General Condition 8.

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

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

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

This policy does not cover:

## 1. War

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

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

## 2. Terrorism

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

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

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

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

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

## 3. Other Actions

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

## 4. Radioactivity

loss, damage or liability which involves:

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

## 5. Sonic Bangs

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

## 6. Pollution or Contamination

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

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

## 7. Deliberate or Criminal Acts

any loss or damage

deliberately caused by; or

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

## 8. Events before the cover start date

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

# How to make a claim

## **(Buildings, Contents, Personal Effects and Liability Sections)**

As soon as **you** are aware of an event or cause that is likely to lead to a claim under this policy, **you** must:

- a. tell the police immediately about any property which has been lost, stolen or damaged by riot or civil commotion or has been maliciously damaged, and get a crime reference number
- b. contact Coast on 01892 786099 as soon as reasonably possible, but within 7 days of becoming aware of claims involving damage by riot or civil commotion. Coast will take full details of **your** claim over the telephone
- c. do all **you** reasonably can to get back any lost or stolen property and tell Coast without unnecessary delay if any property is later returned to **you**
- d. keep Coast informed of any information or communication about the event or cause
- e. avoid discussing liability with anyone else without our permission.

Calls to 01 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles.

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 The Old Bank, High Street, Wadhurst, East Sussex TN5 6AB. Please quote **your** individual reference number of all correspondence.

# Family Legal Solutions

This section is administered by ARAG plc under a binding authority agreement with HDI Global Speciality (commercial register number: HRB 211924), (FRN: 659331).

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 the insurer HDI Global Speciality SE. HDI Global Specialty SE is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. (FRN: 695331.)

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  
The Old Bank  
High Street  
Wadhurst  
East Sussex TN5 6AB

**You** can telephone on 01892 784059

## Privacy Statement

This is a summary of how we, on behalf of the insurer, collect, use, share and store personal information. To view our full privacy statement, please see our website [www.arag.co.uk](http://www.arag.co.uk).

The insurer's full privacy notice may be found at the following link: <https://www.hdi-specialty.com/int/en/legals/privacy>.

## Collecting Personal Information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth, and if appropriate medical information. We will hold and process this information in accordance with the General Data Protection Regulations.

Should we ask for personal or sensitive information, we will undertake that it shall only be used in accordance with our privacy statement.

We may also collect information for other parties such as suppliers we appoint to process the handling of a claim.

## Using Personal or Sensitive Information

The reason we collect personal or sensitive information is to fulfil our contractual and regulatory obligations in providing this insurance product, for example to process premiums or handle a claim. To fulfil these obligations, we may need to share personal or sensitive information with other organisations.

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to our full privacy statement for full details.

## Keeping Personal Information

We shall not keep personal information for any longer than necessary.

## Your Rights

Any person insured by this policy has a number of rights in relation to how we hold personal data including: the right to a copy of the personal data we hold, the right to object to the use of personal data or the withdrawal of previously given consent, the right to have personal data deleted. For a full list of privacy rights and when we will not be able to delete personal data please refer to our full privacy statement.

## 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** HDI Global Speciality SE (commercial register number: HRB 211924), (FRN: 695331).

## 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.

**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**.

**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. falling under the jurisdiction of the **Residential Property Tribunal** 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.

#### 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. an **insured's** employer's or ex-employer's pension scheme
5. 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 leasee 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 the design, conversion or extension of any building where the dispute arises from and agreement that
  - a. exceeds, or
  - b. is ancillary to another contract that exceeds  
£10,000 in value including VAT
7. a dispute with any party other than the party with whom the **Insured** has entered into an agreement or alleged agreement

### 3. Property

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
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 arising from or 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 arising from or 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** 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** 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. If:
  - A suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against an **Insured**, or
  - There is a conflict of interest the **Insured** may choose a qualified advisor
  - The right of the **Insured** to choose never applies to **Residential Property Tribunals**
- 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** must enter into a **Conditional Fee Agreement** or the **Appointed Advisor** must enter into a **Collective Conditional 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 **Insured** must not negotiate, settle the claim or agree to pay **Legal Costs and Expenses** without **Our** written agreement
- c. 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**
- d. 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. 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  
The Old Bank  
High Street  
Wadhurst  
East Sussex TN5 6AB

**You** can telephone them on 01892 784059.

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)

If **We** are not able to resolve the complaint to **Your** satisfaction then **You** can refer it to the Financial Ombudsman Service. They can be contacted at:

Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Telephone: 0800 023 4567  
or 0300 123 9123

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

HDI Global Speciality SE is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation up to 90% of the cost of **Your** claim in the unlikely event that the **Insurer** cannot meet its obligations. Further information about the compensation scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk).



# 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 the reason why and advising 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** recommend that **You** call **Our** confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 7 days a week 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 within the UK. **Your** query will be dealt with by a qualified specialist who is experienced in handling legal and tax related matters. Use of this service does not constitute reporting of a claim.

For legal and tax advice, please telephone ARAG on **0333 000 7908** (local rate).

**Counselling assistance** - Our qualified counsellors will provide free confidential support and advice by phone to **You** or **Your** family members who are suffering from emotional upset or feeling worried and anxious about a personal or work-related problem.

For counselling assistance, please call **0333 000 2082**.

### **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**.



### **Coast**

Coast is a trading name of Park Home Insurance Services Ltd.  
Registered Office: The Old Bank, High Street, Wadhurst, East Sussex, TN5 6AB.  
Registered in England and Wales number 2979679.  
Park Home Insurance Services Ltd is authorised and regulated by the  
Financial Conduct Authority. Our FCA register number is 306716.  
Our permitted business is selling and administering contracts of general insurance.

### **Underwritten by:**

Aviva Insurance Limited. Registered in Scotland, No. 2116  
Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the  
Prudential Regulation Authority and regulated by the  
Financial Conduct Authority and the Prudential Regulation Authority.  
FCA register number 202153.

### **Legal Expenses Insurance Underwritten by: HDI Global Specialty SE**

HDI Global Specialty SE is authorised and regulated by Bundesanstalt für  
Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority.  
Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential  
Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based  
firms to operate in the UK for a limited period while seeking full authorisation, are available on  
the Financial Conduct Authority's website. (FRN: 695331).

### **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.



In association with



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