# YOUR POLICY DOCUMENT



**Static Holiday Home Policy** 

Telephone: 01892 784059 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 email: info@coastinsurance.co.uk

The **Static Holiday Home, Contents, Personal Effects and Liability** sections are underwritten by AmTrust Europe Limited. FCA number 202189.

The Family Legal Solutions section is administered by ARAG plc.

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

#### **Your Cancellation Rights**

Your right to change Your mind

**You** may cancel the insurance, without giving reason, by contacting **Coast** within 14 days of the policy starting or (if later) within 14 days of **You** receiving the insurance documents. **We** will refund **Your** premium in full. This refund is subject to no incidents having occurred, which give rise to a claim.

#### Cancellation after the withdrawal period

**You** may cancel this insurance after the withdrawal period by contacting Coast. **We** will refund the part of **Your** premium which applies to the remaining period of insurance (as long as **You** have not made a claim within the period of insurance).

However, **We** will not make a pro-rata refund on Direct Debit cases where the refund is less than one month's instalment as **You** will only have paid for the cover **You** have already received.

**You** may also be required to pay a cancellation fee, please refer to Coast's Terms of Business which confirms what these charges are.

**We** can cancel this insurance by giving **You** 14 days' notice in writing where there is a valid reason for doing so. **We** will send **our** cancellation letter to the address shown in the **Schedule** and will set out the reason for cancellation in this letter. **We** will refund the part of **Your** premium which applies to the remaining period of insurance (as long as **You** have not made a claim within the periodof insurance).

#### Valid reasons include:

- Where We have been unable to collect a premium payment. In this case We will contact You in
  writing requesting payment by a specific date, We will write to You again notifying You that
  payment has not been received and Your policy will be cancelled. If payment is still not received,
  We will cancel Your policy and notify You in writing that such cancellation has taken place;
- Where You are required in accordance with the terms of this policy to co-operate with Us, or send us information or documentation and You fail to do so in a way that materially affects Our ability to process a claim, or our ability to defend our interests. In this case We may issue a cancellation letter and will cancel Your policy if You fail to co-operate with us or provide the required information or documentation by the end of the cancellation notice period;
- Where We reasonably suspect fraud, or where fraud is proven;
- Due to the use of threatening or abusive behaviour or language, or intimidation or bullying of staff or suppliers;
- Where You have not taken reasonable care to provide complete and accurate answers to the questions asked. See General Condition 9.

To cancel **Your** policy, contact Coast by telephoning 01892 784059 or emailing info@coastinsurance.co.uk or writing to The Old Bank, High Street, Wadhurst, East Sussex, TN5 6AB.

# **Data Protection** (Applicable to Static Holiday Home, Contents and Personal Effects and Liability sections)

**We** are committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation ("Legislation"). For the purposes of the Legislation, the Data Controller is AmTrust Europe Ltd. Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit **Our** website at www.amtrusteurope.com.

#### How We use Your Personal Data and who We share it with

We may use the personal data we hold about You for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide You with information, products or services that You request from us or which we feel may interest You. We will also use Your data to safeguard against fraud and money laundering and to meet our general legal or regulatory obligations.

#### Disclosure of Your Personal Data

We may disclose Your personal data to third parties involved in providing products or services to Us, or to service providers who perform services on Our behalf. These include Our group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

#### International Transfers of Data

The personal data that **We** collect from **You** may be transferred to, processed and stored at, a destination outside the UK and European Economic Area ("EEA"). **We** currently transfer personal data outside of the UK and EEA to the USA and Israel. Where **we** transfer **Your** personal data outside of the UK and EEA, **we** will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation.

#### **Your Rights**

**You** have the right to ask **us** not to process **Your** data for marketing purposes, to see a copy of the personal information **we** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

#### Retention

Your data will not be retained for longer than is necessary and will be managed in accordance with Our data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the insurance contract, or Our business relationship with You, unless We are required to retain the data for a longer period due to business, legal or regulatory requirements. If You have any questions concerning Our use of Your personal data, please contact: The Data Protection Officer, AmTrust International - please see website for full address details.

#### **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

AmTrust Europe Limited is covered by the Financial Services Compensation Scheme (FSCS) which means that **You** may be entitled to compensation if **We** are unable to meet our obligations to **You**. Further information is available at www.fscs.org.uk or by contacting the FSCS directly.

# **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 Holiday 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

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 email: complaint.info@financial-obmdusman.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 holiday home insurance policy – important notice

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

#### Giving Us all the important information

When **We** accept **Your** application for this insurance, **We** will rely on the information **You** give. **You** must take reasonable care to provide complete and accurate answers to the questions asked when **You** take out, or make changes to, **Your** policy. If the information provided by **You** is not complete and accurate the extent of cover may be affected and:

- We may cancel Your policy and refuse to pay any claim or
- We may not pay any claim in full.

#### We will write to You if we:

- intend to cancel Your policy; or
- need to amend the terms of Your policy; or require You to pay more for Your insurance.

If **You** become aware that information **You** have given **us** is incomplete or inaccurate, **You** must inform Coast.

If you are part of a partnership, a sole trader, a limited company or other legal entity the following applies to you:

#### Your Duty of Disclosure

Under the Insurance Act 2015 **you** have a duty to make fair presentation of the risk to **us** before this policy starts, at each renewal and when **you** make any amendment(s) to cover. This means **you** must:

- (a) disclose all material facts of which **you** know or ought to know.
- (b) make the disclosure in a reasonably clear and accessible way.
- (c) make sure that every material representation of fact is substantially correct and made in good faith.

#### What is a Material Fact?

A material fact is Information that would influence **our** decision as to whether to insure **you** and, if so, on what terms.

For the purposes of the duty of fair presentation, you are expected to know the following;

- (a) If **you** are an individual (such as a sole trader or individual partner):
  - what is known to you and anybody who is responsible for arranging this insurance, or if you
    are not an individual (such as a limited company or partnership):
  - what is known to anybody who is part of your organisation's senior management (this
    means those people who play significant roles in the making of decisions about how Your
    activities are to be managed or organised or anybody who is responsible for arranging this
    insurance.
- (b) what should reasonably be revealed by a reasonable search of the information available to you. The information may be held within your organisation (including, but not limited to, subsidiaries, affiliates, the broker or any other person who will be covered under this insurance.

If the insurance is intended to insure subsidiaries, affiliates, or other parties, **you** are expected to have included them in **your** enquiries and inform **us** if **you** have not done so. The reasonable search may be conducted by making enquiries or by any other means.

#### Breach of duty

If **You** breach **Your** duty to make fair presentation of the risk to **us**, then:

- where the breach was deliberate or reckless, We may avoid this policy, refuse all claims and keep all premiums paid.
- where the breach was neither deliberate nor reckless and, but for the breach, We would not have
  agreed to provide cover under the policy on any terms, We may avoid this policy and refuse all
  claims, but We will return any premiums paid.
- where the breach was neither deliberate nor reckless and, but for the breach, We would have
  agreed to provide cover under this policy but on different terms (other than premium terms), We
  may require that this policy includes such different terms with effect from its commencement,
  and/or
- where the breach was neither deliberate nor reckless and, but for the breach, We would have agreed to provide cover under this policy but would have charged higher premiums, our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium that We would have charged. For example: if, due to a breach of fair presentation, We charged a premium of £200 but We should have charged £400, then for any claim submitted and agreed at a settlement value of £1,000, You will only be paid £500.

#### Law & Jurisdiction

This policy shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England.

# **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**

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Permanent Total

Disablement

Certain words have specified 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 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 <b>Static Holiday Home</b> and/or adjacent locked storage and belong to <b>You</b> or <b>Your Family</b> .	
Excess	The first amount of any claim for which <b>You</b> are responsible.	
Holiday Letting	The <b>Static Holiday Home</b> is let for use (whether commercially let or otherwise) to members of the public outside of <b>Your</b> family and friends and/or payment is received for use of the <b>Static Holiday Home</b> , including advertised lettings, for commercial gain.	
Loss of Sight	Permanent and total physical loss of sight.	
	<ul> <li>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.</li> <li>Loss of Sight 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>	
Period of Insurance	The period of time covered by this policy, as shown on <b>Your Schedul</b> or until cancelled. Each renewal represents the start of a new <b>Period Insurance</b> .	
Permanent	Lasting or likely to last indefinitely.	

Your life without hope of recovery.

Disablement which will entirely prevent You from engaging in any

occupation of any and every type and description, for the remainder of

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 this is acceptable but if the payment includes the use of the **Static Holiday Home** then it must be insured for **Holiday Letting**. This does

not include use as a permanent residence

**Risk Address** The site address and plot number shown on **Your Schedule**.

**Schedule** The document that gives **You** details of the cover and limit **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.

**Holiday Home** 

**Uninhabited** by **You** or by any other person authorised by **You** for any

continuous period exceeding 72 hours.

**Use of the Static** 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 the insurance is based changes –

see General Condition 9.

Valuables Any article of gold, silver or other precious metal, jewellery, watches,

furs, pictures or other works of art, collections of stamps or coins.

We/Us/Our AmTrust Europe Limited. Registered office: Market Square, St James's

Street, Nottingham, NG1 8FG 01229676.

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,

saving certificates or bonds, travel tickets, luncheon vouchers, phone cards, mobile phone vouchers, reward vouchers or gift tokens all held

for personal or charitable purposes.

**Vehicles and Craft**Any electrically or mechanically powered vehicles, motorhomes, trailers,

watercraft including hovercraft, aircraft, all-terrain vehicles or quad bikes (but not domestic gardening equipment, battery operated

pedestrian operated models or toys).

# Static Holiday Home, Contents and Personal Effects Section

#### **Events**

- Your Static Holiday Home, its 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 Static Holiday Home 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 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
- 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
- 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 carayan
- 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 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, wet or dry rot
- any process of cleaning, repair or alteration
- insects, chewing, scratching, tearing or fouling by pets
- electrical or mechanical failure of breakdown
- faulty design, materials or workmanship

We will not pay more than:

- £500 for Valuables for permanent residences and £50 for holiday homes
- £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

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

- malicious damage to the Static
   Holiday Home by tenants
- loss or damage in respect of any
   Static Holiday Home which is empty
   or not in use during the period from
   31st October until 1st March in
   respect of escape of water from any
   tank apparatus or pipe unless the
   main stop cock to the Static Holiday
   Home has been turned off and all
   equipment fully drained down
   Or
- the central heating is left on at a minimum of 15 degrees Centigrade at all times

#### **Additional Cover**

- Site clearance We will pay up to the amount shown in the Schedule for site clearance and removal of debris and disconnection and reconnection of services for which You are responsible in the event of sudden and unexpected loss or of physical damaged to the Static Holiday Home.
- 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.
- 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.
- 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.

- 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 as a permanent residence or for holiday purposes at the time.
- 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.
- Removal of requirement to drain down your Static Holiday Home between 31st October and 1st March.

#### **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:

- 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.
- If We replace the Static Holiday Home, We must have the permission of the company You are buying or leasing Your Static Holiday 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 or of 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 7 years for any Static Holiday Home insured by the Static Holiday Home and Personal Effects section before the policy was cancelled or ended.

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

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

We will not cover liability in connection with:

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

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

#### **Defective Premises Act 1972**

The Defective Premises Act 1972 imposes duties in connection with the provision of dwellings and imposes liability for injury or damage caused to persons through defects in the state of premises.

Section 3 of the Defective Premises Act 1972 (or in Northern Ireland Section 5 Defective Premises Northern Ireland Order 1975) extends the duty of care in certain circumstances after the dwellings have been disposed of.

For further guidance please see the Office of Public Sector Information website (opsi.gov.uk) or contact the Citizens Advice Bureau.

#### **Dangerous Dogs Act 1991**

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

#### **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 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, point 7 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 7 is replaced with the following:

We will not pay for the following:

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

# General conditions applicable to **Your** static holiday home, contents and personal effects and liability sections

- You must do all You can to prevent and reduce any costs, damage, injury or loss.
- You must tell Coast about any loss, damage or liability as soon as possible and provide all the relevant information and help that is needed to deal with Your claim. You must avoid discussing liability with anyone else without Our permission.
- It is Your responsibility to prove any loss and therefore You may be asked to provide receipts, valuations, photographs, instruction booklets and guarantee cards and any other relevant information, documents and assistance required to help with Your claim.
- Coast will decide how to settle or defend a claim and may carry out proceedings in the name of any person covered by Your policy, including proceedings for recovering any claim.
- 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.
- If any claim made by You or anyone acting on Your behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, We may:
  - a. not pay Your claim; and
  - recover (from You) any payments
     We have already made in respect of that claim; and
  - terminate Your insurance from the time of the fraudulent act;
     and

- d. inform the police of the fraudulent act.
- If Your insurance is terminated from the time of the fraudulent act, We will not pay any claim for any incident which happens after that time and may not return any of the insurance premium(s) already paid.
- If any claim is covered by any other insurance, We will not pay for more than Our share of that claim.
- 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.
- 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 that 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 15.

- 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;
  - review Your circumstances and consider whether this insurance continues to meet Your needs:
  - check that the information You have provided **Us** is still correct, and provide the opportunity for You to tell Us if anything has changed; and the price for the next vear

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 You Have Given Us" section within this document. General Condition 9.

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.

A cooling off period (14 days from the 13. 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.

- 14. 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.
- 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 post and/or email address setting out the reason for cancellation. 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 an administration charge will apply. No refund will be payable if the reason for cancellation is fraud.
- 16. We shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit under this insurance if the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

# 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.

#### Other Actions

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

#### 4. Radioactivity

Loss, damage or liability which involves:

- ionising radiation or radioactive contamination from nuclear fuel or nuclear waste:
- 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:
- oil leaking from a domestic oil installation at the Home

#### 7. Deliberate Criminal Acts

Any loss or damage

- a. deliberately caused by; or
- arising from a criminal act committed by **You**, or by any other person living with **You**.

# Events before the cover start date Loss, damage, injury or liability which occurred before the cover under this policy started.

## 9. Damage by guests or You

Theft, attempted theft, malicious damage or vandalism by guests or **You** .

#### 10. Confiscation or detention

Confiscation or detention by Customs or other officials.

# How to make a claim

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
- 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 on 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 registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN. ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369.

ARAG plc is authorised to administer this insurance on behalf of the insurer HDI Global Specialty SE. Registered address: Roderbruchstraße 26, 30655 Hannover, Germany.

HDI Global Specialty SE is authorised and regulated by the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin). Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. (FRN: 659331).

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

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

 Legal and tax advice helpline details and

The claim reporting procedures for this section

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

Coast 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**. 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** 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% "nowin 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: 659331).

#### **Legal Costs and Expenses**

- Reasonable legal costs and disbursements reasonably and proportionately incurred by the Appointed Advisor on the standard basis and agreed in advance by Us. The term "standard basis" can be found within the Courts' Civil Procedure Rules Part 44.
- In civil claims, other side's costs, fees and disbursements where the Insured has been ordered to pay them or pays them with Our agreement.
- Reasonable accountancy fees
  reasonably incurred under INSURED
  EVENT 6 TAX by the Appointed Advisor
  and agreed by Us in advance.
- 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**

- 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.
- 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 **Insure**r.

**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.**
- 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.
- Unless there is a conflict of interest the Insured always agrees to use the Appointed Advisor chosen by Us in any claim
  - Falling under the jurisdiction of the Residential Property Tribunal and/or
  - b. before proceedings have been or need to be issued.
- 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
- 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:

- a dispute arising solely from personal injury
- 2. defending the **Insured** other than defending an appeal
- 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 exemployer's pension scheme
- 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:

 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.
- loans, mortgages, pensions, or any other banking, life or long-term insurance products, savings or investments.
- the Insured's business activities, trade, venture for gain, profession or employment.
- 4. a contract involving a motor vehicle.
- 5. a settlement due under an insurance policy.
- 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.

 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
  - a public or private nuisance or trespass provided that where any boundary is in dispute, You have proof of where the boundary lies.
- A dispute with Your landlord or site owner arising out of Your occupation of Your Home.

#### What is not insured under Event 3:

- The first £250 of any claim under INSURED EVENT 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:

- a condition, illness or disease which develops gradually over time.
- mental injury, nervous shock, depression or psychological symptoms where the **Insured** has not sustained physical injury to their body.
- 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:

- 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:

- 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.**
- where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the Insured's financial arrangements.
- any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland.
- an investigation by the 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:

- the **Insured** being interviewed by the police or others with the power to prosecute
- a prosecution being brought against the **Insured** in a court of criminal jurisdiction

 iii) civil proceedings being brought against the **Insured** under unfair discrimination laws.

#### b. Motor

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

#### c. Other

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

#### What is not covered under Event 7:

Any claim arising or relating to:

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

#### 8. LOSS OF FARNINGS

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:

- Legal Costs and Expenses incurred without Our consent.
- any actual or alleged act or omission or dispute happening before, or existing at the start of the policy and which the Insured believed or ought reasonably to have believed could lead to a claim under this policy.
- 3. an amount below £100.
- an allegation against the **Insured** involving:
  - assault, violence or dishonesty,
     malicious falsehood or defamation
  - the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials
  - c. illegal immigration
  - d. offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences).
- a dispute between **Your** family members.
- 6. an Insured's deliberate or reckless act.
- 7. a judicial review.
- a dispute arising from or relating to clinical negligence except as provided for in INSURED EVENT 5 CLINICAL NEGLIGENCE.
- a dispute with **Us** not dealt with under Condition 6, or the **Insurer** or the company that sold this policy.

10.

 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

- 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.
- the payment of fines, penalties or compensation awarded against the Insured.

# CONDITIONS WHICH APPLY TO THE LEGAL EXPENSES SECTION OF THE POLICY

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

#### 1. The Insured's Responsibilities

#### An **Insured** must:

- tell Us immediately of anything that may make it more costly or difficult for the Appointed Advisor to resolve the claim in the Insured's favour.
- 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.
- 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.
- 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.
- An Insured must have Your agreement to claim under this policy.

#### 4. Settlement

- The Insurer has the right to settle the claim by paying the reasonable value of the Insured's claim.
- 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 29 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

- 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:
  - 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

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.infofinancialombudsman.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.

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.

# HOW TO MAKE A CLAIM (Family Legal Solutions Section)

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

- Under no circumstances should You instruct Your own solicitor or accountant as the Insurer will not pay any costs incurred without Our agreement.
- You can download a claim form at 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).
- 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:**

AmTrust Europe Limited

Registered Office: Market Square, St James's Street, Nottingham, NG1 6FG. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA register number 202189.

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

HDI Global Specialty SE

Authorised and regulated by the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin
Authorised by the Prudential Regulation Authority.

Subject to regulation by the Financial Conduct Authority and regulated by the Prudential

Regulation Authority. (FRN: 659331).

#### 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.



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

Tel: 01892 784059
Email: info@coastinsurance.co.uk
www.coastinsurance.co.uk

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