Holiday Home Legal Expenses Insurance Policy Document



HOLIDAY HOMES LEGAL PROTECTION

Holiday Homes Legal Protection provides:-

- Assistance Helplines including 24/7 Legal Advice
- Insurance for legal costs for certain types of disputes

This cover is managed and provided by Arc Legal Assistance Limited. The insurance elements of this section are underwritten by the **Insurer**, on whose behalf **We** act.

ASSISTANCE HELPLINE SERVICES

LEGAL & TAX HELPLINE

You can use the helpline service to discuss any legal problem occurring within the United Kingdom, the Channel Islands and the Isle of Man, and arising during the period of this policy.

Simply telephone 0344 770 1040 and quote "Assist Holiday Home Legal Expenses".

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

LEGAL COSTS INSURANCE

If a claim is accepted under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless court proceedings are issued or a **Conflict of Interest** arises. Where, following the start of court proceedings or a **Conflict of Interest** arising, **You** want to use a legal representative of **Your** own choice, **Advisers' Costs** payable by **Us** are limited to no more than (a) **Our Standard Advisers' Costs**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs regime, whichever is the lower amount.

The insurance covers **Advisers' Costs** and other costs and expenses as detailed under the separate sections of cover, less any **Excess** up to the **Maximum Amount Payable** where:-

- a) The **Insured Event** takes place in the **Period of Insurance** and within the **Territorial Limits** and
- b) The Legal Action takes place in the Territorial Limits.

This insurance does not provide cover where something **You** do or fail to do prejudices **Your** position or the position of the **Insurer** in connection with the **Legal Action**.

IMPORTANT CONDITIONS

If **Your** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this section are contained under the 'Conditions' section below and should be read carefully. Some of the main conditions to this insurance are that:

1. PROSPECTS OF SUCCESS

There must be a 51% or greater chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not a 51% or greater chance of success, then **We** may decline or discontinue support for **Your** case.

2. PROPORTIONAL COSTS

An estimate of the **Advisers' Costs** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Advisers' Costs** will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

3. GIVING THE INSURER ALL THE IMPORTANT INFORMATION

When the **Insurer** accepts **Your** application for this insurance, it 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:

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

We will write to You if the Insurer:

- intends to cancel Your policy; or
- needs to amend the terms of Your policy; or requires You to pay more for Your insurance.

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

DEFINITIONS

Where the following words appear in bold within this insurance they have these special meanings.

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Adviser	Our specialist panel solicitors or accountants or their agents appointed by Us to act for You , or, and subject to Our agreement, where court proceedings have been started or a Conflict of Interest arises, another legal representative nominated by You .	
Advisers' Costs	Reasonable legal or accountancy fees and disbursements incurred by the Adviser or other legal representative with Our prior written authority. Legal expenses shall be assessed on the standard basis and third party's costs shall be covered if awarded against You and paid on the standard basis of assessment.	
Conditional Fee Agreement	An agreement between You and the Adviser (or between Us and the Adviser) which sets out the terms under which the Adviser will charge You (or Us) for their fees.	
Conflict of Interest	There is a Conflict of Interest if Your Advisers ' duty to act in Your best interests in relation to Your claim conflicts with, or there is a significant risk that it may conflict with, any duty Your Adviser owes, or obligation it has, to any other party.	
Data Protection Legislation	The relevant Data Protection Legislation within force within the Territorial Limits where this cover applies at the time of the Insured Event .	
Excess	The amount that You must pay towards the cost of any claim as stated below:-	
	Property Infringement Section : £ 250	
	All Other Sections £Nil	
	The Excess will be paid to, and at the request of, the Adviser .	
HM Revenue and Customs Full Enquiry	An extensive examination by HM Revenue & Customs under Section 9A of the Taxes Management Act 1970 into all aspects of Your PAYE income or gains.	
Identity Fraud	A person or group of persons knowingly using a means of identification belonging to You without Your knowledge or permission with intent to commit or assist another to commit an illegal act.	
Insurer	AmTrust Specialty Limited.	
Insured Event	The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.	
	<u>Tax</u> In accountancy matters the Insured Event arises on the date that You or Your Adviser are contacted either verbally or in writing, by the relevant department of HMRC advising You of either dissatisfaction with Your returns, or amounts paid, or notice of intention to investigate.	

	<u>Criminal Proceedings</u> In criminal cases the Insured Event will be the date that You commenced or are alleged to have commenced to violate the criminal law in question.
	For the purposes of the Maximum Amount Payable , only one Insured Event will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.
Insured Property	The property insured under the underlying Holiday Home policy to which this insurance attaches.
Legal Action(s)	The pursuit or defence of civil legal cases for damages or injunctions and the defence of criminal prosecutions.
Legal Helpline	The service provided by Our panel solicitors on Our behalf which enables You to obtain advice on any matter which might give rise to a claim under this insurance.
Maximum Amount Payable	The Maximum Amount Payable in respect of an Insured Event is £50,000.
Period of Insurance	This insurance provides cover for the same period covered by the insurance product or benefit to which it attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.
Standard Advisers' Costs	The level of Advisers' Costs that would normally be incurred in using a nominated Adviser of Our choice.
Territorial Limits	The United Kingdom, the European Economic Area, the Channel Islands and the Isle of Man.
Vehicle	Any motor Vehicle or motorcycle owned by You.
We/Us/Our	Arc Legal Assistance Limited who have arranged this insurance and administer it on behalf of the Insurer .
You/Your	Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to Us by Your insurance advisor. If You die Your personal representatives will be covered to pursue or defend cases covered by this insurance on Your behalf that arose prior to Your death.

COVER

CONSUMER PURSUIT

What is covered:

Advisers' Costs to pursue a Legal Action following a breach of a contract for buying or renting goods or services for Your private use in relation to the Insured Property. The contract must have been made after You first purchased this insurance.

What is not covered:

Claims

- a) Where the amount in dispute is less than £250 plus VAT
- b) Involving a Vehicle owned by You or which You are legally responsible for
- c) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority

CONSUMER DEFENCE

What is covered:

Advisers' Costs to defend a **Legal Action** brought against **You** following a breach of a contract for selling goods (in a private capacity) in relation to the **Insured Property**. The contract must have been made after **You** first purchased this insurance.

What is not covered:

Claims

- a) Where the amount in dispute is less than $\pounds 250$ plus VAT
- b) Involving a Vehicle owned by You or which You are legally responsible for
- c) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority

PERSONAL INJURY

What is covered:

Costs to pursue a **Legal Action**, arising from an **Insured Event**, following an accident, resulting in **Your** personal injury or death, against the person or organisation directly responsible.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages being claimed are above the small claims track limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if **You**, or **Your** estate, fail to recover the damages that are being claimed in the **Legal Action** in full or in part. If the damages being claimed are below the small claims track limit **Advisers' Costs** will not be covered but **You**, or **Your** estate, can access the **Legal Helpline** for advice on how to take the case further.

What is not covered:

Claims

- a) Arising from medical or clinical treatment, advice, assistance or care
- b) For stress, psychological or emotional injury unless it arises from You suffering physical injury
- c) For illness, personal injury or death caused gradually and not caused by a specific sudden event
- d) Involving a motor Vehicle driven by You

PROPERTY INFRINGEMENT

What is covered:

Advisers' Costs to pursue a **Legal Action** for nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to the **Insured Property**. This section does not extend to divorce or matrimonial matters. The nuisance or trespass must have started at least 180 days after **You** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

What is not covered:

Claims

- a) For adverse possession
- b) In respect of a contract You have entered into
- c) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority

PROPERTY DAMAGE

What is covered:

Advisers' Costs to pursue a **Legal Action** for financial compensation for damages against a person or organisation that causes physical damage to the **Insured Property**. The damage must have been caused after **You** first purchased this insurance.

What is not covered:

Claims

- a) In respect of a contract You have entered into
- b) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority

TAX

What is covered:

Advisers' Costs incurred by an Accountant if You are subject to an HM Revenue and Customs Full Enquiry into Your personal Income Tax position.

This cover applies only if You have:-

- a) Maintained proper, complete, truthful and up to date records
- b) Made all returns at the due time without having to pay any penalty
- c) Provided all information that HM Revenue and Customs reasonably requires

What is not covered:

Claims

- a) Where:
 - i) Deliberate misstatements or omissions have been made, to the authorities
 - ii) Income has been under-declared because of false representations or statements by **You**
 - iii) You are subject to an allegation of fraud
- b) For **Advisers' Costs** for any amendment after the tax return has initially been submitted to HM Revenue and Customs
- c) For enquiries into aspects of **Your** Tax Return (Aspect Enquiries)

CRIMINAL PROSECUTION

What is covered:

Advisers' Costs to defend Criminal Prosecutions brought against You in relation to the Insured Property under:

i) The Gas Safety (Installation and Use) Regulations 1994

- ii) The Furniture and Furnishings (Fire) (Safety) Amendments Regulations 1993
- iii) The Electrical Equipment (Safety) Regulations 1994

and later amending regulations or their equivalent outside of England and Wales but within the **Territorial Limits**.

You must take all reasonable steps to comply with the Regulations and keep evidence of compliance.

What is not covered:

Claims arising from something **You** have done, knowing it to be wrongful or ignoring that possibility.

EVICTION OF UNAUTHORISED OCCUPANTS

What is covered:

Advisers' Costs to pursue a Legal Action for re-possession of the Insured Property if it has been occupied by an unauthorised party.

GENERAL EXCLUSIONS

1. There is no cover where:-

- a) **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- b) An estimate of **Advisers' Costs** of acting for **You** is more than the amount in dispute
- c) Advisers' Costs or any other costs and expenses incurred which have not been agreed in advance or are above those for which **We** have given **Our** prior written approval
- d) Your insurers repudiate the insurance policy or refuse indemnity

2. There is no cover for:-

- a) Claims over loss or damage where that loss or damage is insured under any other insurance
- b) Claims made by or against Your insurance adviser, the Insurer, the Adviser or Us
- c) Any claim You make which is false or fraudulent or exaggerated
- d) Defending Legal Actions arising from anything You did deliberately or recklessly
- e) **Costs** if **Your** claim is part of a class action or will be affected by or will affect the outcome of other claims

3. There is no cover for any claim directly or indirectly arising from:-

- a) A dispute between You and someone You live with or have lived with
- b) Your business trade or profession other than as an employee
- c) An application for a judicial review
- d) Defending or pursuing new areas of law or test cases

4. Sanction Limitation and Exclusion Clause

The **Insurer** 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 it 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.

5. Cyber Attack Exclusion

The **Insurer** will not pay for any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, Computer Virus or process or any other electronic system. This exclusion applies unless cover for Costs is specifically allowed for in the Sections of Cover above.

6. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

CONDITIONS

1. Claims

- a) You must notify claims as soon as possible once You become aware of the incident and, in any event, within 180 days of You becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, Our position has been prejudiced.
- b) We may investigate the claim and take over and conduct the legal proceedings in Your name. Subject to Your consent which shall not be unreasonably withheld We may reach a settlement of the legal proceedings.
- c) You must supply, at Your own expense all of the information which We reasonably require to decide whether a claim may be accepted. Where it is necessary to start court proceedings or a Conflict of Interest arises, and You wish to nominate a legal representative to act for You, You may do so. Where You have elected to use a legal representative of Your own choice You will be responsible for any Advisers' Costs in excess of Our Standard Advisers' Costs. The Adviser must represent You in accordance with Our standard conditions of appointment available on request.
- d) The Adviser will: -
 - Provide a detailed view of Your prospects of success including the prospects of enforcing any judgment obtained.
 - ii) Keep **Us** fully advised of all developments and provide such information as **We** may require.
 - iii) Keep Us advised of Advisers' Costs incurred.
 - iv) Advise Us of any offers to settle and payments in to court. If against Our advice such offers or payments are not accepted, cover under this insurance shall be withdrawn unless We agree in Our absolute discretion to allow the case to proceed.
 - v) Submit bills for assessment or certification by the appropriate body if requested by $\ensuremath{\textbf{Us}}$.
 - vi) Attempt recovery of costs from third parties.
- e) In the event of a dispute arising as to **Advisers' Costs We** may require **You** to change **Adviser**.
- f) **The Insurer** shall only be liable for **Advisers' Costs** for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- g) You shall supply all information requested by the Adviser and Us.
- h) You are responsible for all legal costs and expenses including adverse costs if You withdraw from the legal proceedings without Our prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by You.
- i) You must instruct the Adviser to provide Us with all information that We ask for and report to Us as We direct at their own cost.

2. Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a 51 % or greater chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves Your interests

3. Proportionality

We will only pay Advisers' Costs that are proportionate to the amount of damages that

You are claiming in the **Legal Action**. Advisers' Costs in excess of the amount of damages that **You** are able to claim from **Your** opponent will not be covered.

4. Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **Us** may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

5. Fraud

In the event of fraud, We:

- a) Will not be liable to pay the fraudulent claim
- b) May recover any sums paid to You in respect of the fraudulent claim
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to $\ensuremath{\text{Us}}$
- d) Will no longer be liable to **You** in any regard after the fraudulent act.

6. Other Insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

7. Cancellation

Your right to cancel:

You may cancel this insurance at any time by writing to **Your** insurance adviser providing 14 days written notice. If **You** exercise this right within 14 days of taking out this insurance, **You** will receive a refund of premium, provided **You** have not already made a claim against the insurance.

The Insurer's right to cancel

The **Insurer** may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. **You** will be entitled to a refund of premium proportionate to the unexpired term of this insurance provided that **You** have not made, and do not intend to make, a claim

The **Insurer** will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- a) Where **We** have a reasonable suspicion of fraud
- b) You use threatening or abusive behaviour or language or intimidation or bullying of Our staff or suppliers
- c) Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information.

8. English Law and Language

This contract is governed by English Law and the language for contractual terms and communication will be English.

9. Change in Law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

CUSTOMER SERVICES INFORMATION HOW TO MAKE A CLAIM

As soon as **You** have a legal or tax problem that **You** may require assistance with under this insurance **You** should telephone the **Legal Helpline**.

Specialist lawyers are at hand to help **You**. If **You** need a lawyer or an accountant to act for **You** and **Your** problem is covered under this insurance, the **Legal Helpline** will ask **You** to complete and submit a claim form online by visiting https://claims.arclegal.co.uk. Alternatively, they will send a claim form to **You**. If **Your** problem is not covered under this insurance, the **Legal Helpline** may be able to offer **You** assistance under a private funding arrangement.

In general terms, **You** are required to immediately notify **Us** of any potential claim or circumstances which may give rise to a claim. If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the **Legal Helpline**.

PRIVACY AND DATA PROTECTION NOTICE

(For the purpose of this Privacy and Data Protection Notice only, '**We**' means Arc Legal Assistance and the **Insurer**)

Data Protection

We will keep **Your** personal information safe and private. There are laws that protect **Your** privacy and **We** follow them carefully. Under the laws, **We** are the company responsible for handling **Your** information (Data Controller). Here is a simple explanation of how **We** use **Your** personal information. For more information visit AmTrust's website at https://amtrustinternational.com/ dpn or Arc's website at www.arclegal.co.uk

WHAT WE DO WITH YOUR PERSONAL INFORMATION

We might need to use the information **We** have about **You** for different reasons. For example, **We** might need it:

- to run through **Our** computerised system to decide if **We** can offer **You** this insurance.
- to help You if You have any queries or want to make a claim.
- to provide You with information, products or services if You ask Us to.
- for research or statistics.

We will need it:

- to provide this insurance.
- to contact You to ask if You want to renew it.
- to protect both You and Us against fraud and money laundering.
- to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/ sensitive and important such as information about **Your** health or any criminal convictions **You** might have. **We** might need this kind of information to decide if **We** can offer **You** this insurance or to help **You** with a claim. **We** will only use this information for these specific reasons and in line with regulatory conditions.

We might need to share Your information with other companies or people who provide a service to Us, or to You on Our behalf. They include companies that are part of Our group, people We work with, insurance brokers, Our agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else We

might need to share it with by law. **We** will only share **Your** information with them if **We** need to and if it is allowed by law.

Sometimes **We** might need to send **Your** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). **We** currently send it to the USA and Israel. **We** make sure that **Your** information is always kept safely and treated in line with the law and this notice.

You can tell Us if You do not want Us to use Your information for marketing. You can also ask Us to provide You with the information We have about You and, if there are any mistakes or updates, You can ask Us to correct them. You can also ask Us to delete Your information (although there are somethings We cannot delete). You can also ask Us to give Your information to someone else involved in Your insurance. If You think We did something wrong with Your information, You can complain to the local data protection authority.

We will not keep Your information longer than We need to. We will usually keep it for 10 years after Your insurance ends unless We have to keep it longer for other business or regulatory reasons.

If You have any questions about how We use Your information, You can contact Our Data Protection Officer.

CUSTOMER SERVICE

Our aim is to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right straightaway.

If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when **You** will receive a final response. Within eight weeks **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **You** will receive a final response. After eight weeks, if **You** are unhappy with the delay, **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** cannot settle **Your** complaint with **Us** or before **We** have investigated the complaint if both parties agree.

Our contact details are:-

Arc Legal Assistance Ltd PO Box 8921 Colchester CO4 5YD Tel: 01206 615000 Email: customerservice@arclegal.co.uk

The Financial Ombudsman Service contact details are:-

Financial Ombudsman Service Exchange Tower London E14 9SR Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landline) or 0300 123 9123 (Calls to this number cost no more than calls to 01 and 02 numbers.) Email: complaint.info@financial-ombudsman.org.uk

COMPENSATION

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). If the **Insurer** fail to carry out its responsibilities under this policy, **You** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs. org.uk or by phone on 0800 678 1100 or 020 7741 4100

AUTHORISATION

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is underwritten by AmTrust Specialty Limited, Registered Office: Exchequer Court, 33 St Mary Axe, London EC3A 8AA, Registered Number: 1229676.

AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. This can be checked on the Financial Services Register by visiting the website www.fca. org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

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