

Leisure Home Legal Expenses Insurance Policy Document



LEISURE HOME LEGAL EXPENSES INSURANCE

Legal Expenses Insurance provides:-

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

HELPLINE SERVICES

LEGAL 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 Insurance Leisure Home Legal Expenses**”. For **Our** joint protection telephone calls may be recorded and/or monitored.

POLICY WORDING

TERMS OF COVER

This cover is managed and provided by Arc Legal Assistance Limited. It is underwritten by the **Insurer**, on whose behalf **We** act.

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 it is necessary to start court proceedings or a **Conflict of Interest** arises. Where it is necessary to start court proceedings or a **Conflict of Interest** arises and **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.

This insurance covers **Costs** 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 **You** claim is covered under this insurance and no exclusions apply then it is vital that **You** comply with the conditions of this insurance 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 **Costs** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **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.

Adviser	Our specialist panel solicitors or accountants or their agents appointed by Us to act for You , or, and subject to Our agreement, where it is necessary to start court proceedings or a Conflict of Interest arises, another legal representative nominated by You .
Advisers' Costs	Legal or accountancy fees and disbursements incurred by the Adviser .
Adverse Costs	Third party legal costs awarded against You which shall be paid on the standard basis of assessment provided that these costs arise after written acceptance of a claim.
Costs	Standard Advisers' Costs and Adverse Costs .
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 own fees.
Conflict of Interest	Situations where We administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.
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: £250 All other sections: £Nil
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>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.
Insurer	AmTrust Specialty Limited.
Legal Action(s)	a) The pursuit or defence of civil legal cases for damages and/ or injunctions, specific performance or; b) The defence of criminal prosecutions to do with Your ownership of the Leisure Home
Legal Helpline	The service provided by Our panel solicitors on Our behalf which enables You to obtain advice on any matter which may give rise to a claim under this insurance.

Leisure Home	The Leisure Home insured under the policy to which this cover attaches.
Maximum Amount Payable	The maximum payable in respect of an Insured Event under this insurance is £50,000.
Occupier	The person(s) named in the agreement to occupy the Leisure Home . At least one of the Occupiers must be aged 18 years or over.
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 Our specialist panel solicitor or their agents.
Territorial Limits	As defined within the Leisure Home insurance policy to which this cover attaches.
Vehicle	Any motor Vehicle or motorcycle owned by You .
We/Us/Our	Arc Legal Assistance Limited.
You/Your /Yourself	The person(s) named in the insurance schedule to which this cover attaches. 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, or as a result of, 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 **Leisure Home**. The contract must have been made after **You** first purchased this insurance.

What is not covered:

Claims

- a) Involving a **Vehicle** owned by **You** or which **You** are legally responsible for
- b) 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 **Leisure Home**. The contract must have been made after **You** first purchased this insurance.

What is not covered:

Claims

- a) Involving a **Vehicle** owned by **You** or which **You** are legally responsible for
- b) 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** 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 **You** are claiming are above the small claims track limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if **You** fail to recover the damages that **You** are claiming in the **Legal Action** in full or in part. If the damages **You** are claiming are below the small claims track limit **Advisers' Costs** will not be covered but **You** can access the **Legal Helpline** for advice on how to take **Your** 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

UNINSURED LOSS RECOVERY

What is covered:

Advisers' Costs to pursue a **Legal Action** for personal injury/fatal accident claims against the person or organisation directly responsible, arising from an **Insured Event** involving the **Leisure Home** and any towing **Vehicle** attached to it.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages **You** are claiming are above the small claims court limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if **You** fail to recover the damages that **You** are claiming in the **Legal Action** in full or in part. If the damages **You** are claiming are below the small claims track limit **Advisers' Costs** will be covered subject to the conditions applicable to this insurance.

PROPERTY INFRINGEMENT

What is covered:

Costs to pursue a **Legal Action** for nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to the **Leisure Home**.

What is not covered:

Claims

- a) Where the nuisance or trespass started within the first 180 days after **You** first purchased this insurance unless **You** have held equivalent cover with **Us** or another insurer continuously for a period of at least 180 days leading up to when the nuisance or trespass first started
- b) In respect of a contract **You** have entered into
- c) Directly or indirectly arising from:
 - i) Subsidence meaning downward movement of the ground beneath the **Leisure Home** where the movement is unconnected with the weight of the **Leisure Home**
 - ii) Heave meaning the upward or sideways movement of the site on which the **Leisure Home** is situated caused by swelling of the ground
 - iii) Land slip meaning downward movement of sloping ground
 - iv) Mining or quarrying.

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 **Leisure Home**. 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
- c) Directly or indirectly arising from:
 - i) Subsidence meaning downward movement of the ground beneath the **Leisure Home** where the movement is unconnected with the weight of the **Leisure Home**
 - ii) Heave meaning the upward or sideways movement of the site on which the **Leisure Home** is situated caused by swelling of the ground
 - iii) Land slip meaning downward movement of sloping ground
 - iv) Mining or quarrying.

PROPERTY SALE AND PURCHASE

What is covered:

Advisers' Costs to pursue a **Legal Action** arising from a breach of a contract for the sale or purchase of **Your Leisure Home**.

What is not covered:

Claims

- a) Where **You** have purchased this insurance after the date **You** completed the sale or purchase of **Your Leisure Home**
- b) Directly or indirectly arising from planning law
- c) Directly or indirectly arising from constructing buildings or altering their structure for **Your** use

CRIMINAL PROSECUTION

What is covered:

Advisers' Costs to defend criminal prosecutions brought against **You** arising from **Your** ownership or use of the **Leisure Home**. Cover will extend to defend **Your** legal rights if an **Insured Event** leads to **Your** prosecution for an offence connected with the use of or driving of a motor **Vehicle**. Pleas in mitigation are covered where there is a 51 % or greater prospect of such a plea materially affecting the likely outcome.

What is not covered:

Claims

- a) Arising from something **You** have done, knowing it to be wrongful or ignoring that possibility
- b) For alleged road traffic offences where **You** did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving or being in control of the **Vehicle** whilst under the influence of alcohol or non-prescribed drugs, or prescription medication where **You** have been advised by a medical professional not to drive.

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 **Your 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
- 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 within no more than 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: -
 - i) 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 **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 **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:

This cover is provided automatically as part of **Your** main insurance contract and cannot be cancelled in isolation. For details on how to cancel **Your** main insurance contract please contact **Your** insurance adviser.

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 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 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 some things **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

We are covered by the Financial Services Compensation Scheme (FSCS). If **We** fail to carry out **Our** 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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