

## **Park Home Legal Costs Policy Wording**

*(Including Twin Unit, Leisure Home or Permanently Occupied Static Caravan)*

This insurance is administered by Arc Legal Assistance Limited and underwritten by Inter Partner Assistance.

In the event of a valid claim under this insurance, Arc will appoint Irwin Mitchell Solicitors, or their agents, to handle the Insured's case. The Insured is not covered for any other legal adviser's fees unless court proceedings are issued.

The insurance covers Advisers' Costs up to the Limit of Indemnity where:-

- a) The Insured Incident takes place in the Insured Period and within the Territorial Limits
- and
- b) The Proceedings take place in the Territorial Limits.

### **Definitions**

1	Insured / You / Your	Any person who has paid the premium and been declared to Arc by your Park Home insurance advisor. Cover also applies to the Insured's spouse and children under 21 normally resident with the Insured. If the Insured dies his personal representatives will be covered to pursue or defend cases covered by this insurance on behalf of the Insured that arose prior to the Insured's death.
2	Advisers' Costs	Reasonable legal fees incurred by the Adviser up to the hourly rate shown in the Arc fee scale ruling at the time the Adviser is instructed and disbursements essential to the Insured's case. Legal costs shall be assessed on the standard basis and third party's costs shall be covered if awarded against the Insured and paid on the standard basis of assessment.
3	Proceedings	The pursuit or defence of civil legal cases for damages or injunctions.
4	Limit of Indemnity	The maximum payable in respect of an Insured Incident.
5	Excess	The amount that the Insured must pay towards the cost of any claim
6	Insured Incident	The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one Insured Incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.
7	Territorial Limits	The United Kingdom, Channel Islands and the Isle of Man.
8	Insured Period	One year from the date shown on the Insured's insurance schedule.

9	Arc	Arc Legal Assistance Limited who have arranged this insurance and administer it on behalf of the Underwriters.
10	Home	The Insured's Park Home, Twin Unit, Leisure Home or Permanently Occupied Static Caravan
11	Adviser	Irwin Mitchell Solicitors or their agents appointed by Arc to act for the Insured.
12	Computer	Any computer or other electronic data processing device, equipment or system or any hardware, software, programme, instruction, data or component utilised or intended to be utilised in or by such item, or any actual or intended function of or process performed by any of them.
13	Underwriters	Inter Partner Assistance who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group

## Cover

**Section 1.** The Insured is covered for Advisers' Costs to pursue:-

- A Contract claims against the person or organisation that sold, hired or leased the Insured defective goods or services for his private use, including disputes over the purchase of the Home. The contract must have been made after the Insured first purchased this insurance and the amount in dispute must be over £250.
- B Claims for compensation following an accident resulting in personal injury or death against the person or organisation directly responsible
- C An action brought before an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach of the Insured's contract of employment.  
  
The breach of contract must have occurred at least 90 days after the Insured first purchased this insurance or purchased similar cover which expired immediately before this insurance began.
- D Actions for nuisance or trespass against the person or organisation infringing the Insured's legal rights in relation to the Home, including disputes with the owner of the Park on which the Home is situated. This section does not extend to divorce or matrimonial matters. The nuisance or trespass must have commenced at least 180 days after the Insured first purchased this insurance or purchased similar cover which expired immediately before this insurance began.
- E A person or organisation that causes physical damage to the Insured's Home. The damage must have been caused after the Insured first purchased this insurance.

**Section 2.** The Insured is covered for Advisers' Costs to defend:-

- A Contract claims brought by someone to whom the Insured has sold his private goods intended to be for the private and personal use of that person including disputes over the sale of the Home. The contract must have been made after the Insured first purchased this insurance and the amount in dispute must be over £250.

**Limit of indemnity**

£50,000

**Excess**

Sections 1A, 1C, 1D, 1E and 2A - £50

Section 1B - £Nil

**To make a claim**

This insurance only covers legal fees incurred by Irwin Mitchell Solicitors or their agents appointed by Arc until court proceedings are issued. If court proceedings are issued, you may nominate another solicitor to act for you.

As soon as you have a legal problem that you may require assistance with under this insurance you should telephone the legal advice line.

In general terms, you are required to immediately notify Arc 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 advice line for assistance.

**Telephone legal advice line**

Use the 24 hour advisory service for telephone advice on any private legal problem of concern to you or any member of your household.

Specialist lawyers are at hand to help you. If you need a lawyer or accountant to act for you and your problem is covered under this insurance, the advice line will ask you to complete a claim form. If your problem is not covered under this insurance, the advice line may be able to offer you assistance under a private funding arrangement.

Simply telephone **0844 770 1040** and quote "Park Home Legal Costs Insurance".

**Domestic Helpline**

Use the 24 hour helpline following an emergency in the home for which a tradesman's assistance is required.

The helpline will source and deploy an approved tradesman to your home. You will be responsible for the tradesman's charges.

Where appropriate, we may substitute deploying a tradesman with the provision of technical advice over the telephone giving you the means to rectify the problem yourself.

Simply telephone **0844 770 1041** and when prompted quote "Arc Domestic Helpline".

## General Exclusions

1. There is no cover where:-
  - The Insured Incident began to occur or had occurred before the Insured purchased this insurance.
  - The Insured should reasonably have realised when purchasing this insurance that a claim under this insurance might occur.
  - The Insured fails to give proper information to Arc or to the Adviser.
  - The Insured's act or omission prejudices the Insured's or the Underwriters' position in connection with the Proceedings.
  - Advisers' Costs have not been agreed in advance or are above those for which Arc has given its prior written approval.
  
2. There is no cover for any claim arising from: -
  - Patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements and passing off.
  - Computer software other than proprietary packaged software that has not been tailored to the Insured's requirements.
  - Works undertaken or to be undertaken by or under the order of any government or public or local authority.
  - Planning law.
  - The construction of or structural alteration to buildings.
  - Defamation or malicious falsehood.
  - Divorce, matrimonial matters or proceedings including ancillary relief, parental responsibility and contact, or affiliation.
  - The Equal Pay Act 1970 and amending legislation.
  - A Class Action
  - A lease or license to occupy property or land other than in relation to the park home.
  - Any venture for gain or business project of the Insured.
  - A dispute between persons insured under this policy
  - Medical or clinical treatment, advice, assistance or care
  - Stress, psychological or emotional injury
  - Illness, personal injury or death which is caused gradually or is not caused by a specific event
  - A dispute with an employer or ex-employer unless it is pursued in an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man).
  - Any consequence of any failure of the Computer (by whomsoever owned or operated) to recognise or respond to correctly and effectively, any particular date or period of time (continuous or otherwise).
  - An application for Judicial Review.
  - A novel point of law
  
3. There is no cover: -
  - For Advisers' Costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party.
  - For damages, interest, fines or costs awarded in criminal courts.
  - Where the Insured has other legal costs insurance cover.
  - For claims made by or against your Park Home insurance advisor, the Underwriters, the Adviser or Arc.
  - For appeals without the prior written consent of Arc.

- For any claim arising under Section 1B involving a motor vehicle driven by the insured
  - For any claim under Section 1C where the breach of contract is alleged to have commenced or to have continued after termination of the Insured's employment.
  - For disputes in relation to the adverse possession of the Insured's property.
  - Prior to the issue of court proceedings, for the costs of any legal representative other than those of the Adviser unless expressly agreed by Arc. Such agreement is entirely at Arc's discretion.
4. 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. Cancellation

This insurance will automatically terminate if the Park Home insurance policy to which this cover attaches is cancelled.

Your Park Home insurance advisor or Arc may cancel the insurance by giving fourteen days notice in writing to the Insured at the address shown on the schedule, unless otherwise a change of address has been notified to your Park Home insurance advisor. No refund of premium shall be made.

No refund of premium shall be made for any cancellation made after the first 14 days of either receiving your policy documentation, or the start of the period of insurance.

2. Claims

- a) The Insured must notify claims as soon as reasonably possible within 180 days of the Insured Incident and complete the claim form. This must be returned promptly with all relevant information.
- b) Arc may investigate the claim and take over and conduct the Proceedings in the Insured's name. Subject to the Insured's consent which shall not be unreasonably withheld Arc may reach a settlement of the Proceedings.
- c) The Insured must supply at his own expense all of the information which Arc reasonably requires to decide whether a claim may be accepted. If Court Proceedings are required and the Insured wishes to nominate an Adviser to act for him he may do so. The Adviser must:-
  - i.) Confirm in writing that he will enable the Insured to comply with his obligations under this insurance.
  - ii.) Agree with Arc the rate at which his costs will be calculated. If no agreement is reached the Law Society will be asked to nominate an Adviser and this nomination shall be binding.
- d) The Adviser will:-
  - i.) Provide a detailed view of the Insured's prospects of success including the prospects of enforcing any judgement obtained.
  - ii.) Keep Arc fully advised of all developments and provide such information as Arc may require.
  - iii.) Keep Arc regularly advised of Adviser's Costs incurred.

- iv.) Advise Arc of any offers to settle and payments in to court. If contrary to Arc's advice such offers or payments are not accepted there shall be no further cover for Adviser's Costs unless Arc agrees in its absolute discretion to allow the case to proceed.
  - v.) Submit bills for assessment or certification by the appropriate body if requested by Arc.
  - vi.) Attempt recovery of costs from third parties.
  - e) In the event of a dispute arising as to Adviser's Costs Arc may require the Insured to change Adviser.
  - f) Underwriters shall only be liable for costs for work expressly authorised by Arc in writing and undertaken while there are reasonable prospects of success.
  - g) The Insured shall supply all information requested by the Adviser and Arc.
  - h) The Insured is liable for any Adviser's Costs if he withdraws from the Proceedings without Arc's prior consent. Any costs already paid by Arc will be reimbursed by the Insured.
3. Disputes  
Any dispute between the Insured and Arc shall 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.
4. Reasonable Prospects  
At any time Arc, on behalf of the Underwriters, may form the view that the Insured does not have a reasonable prospect of success in the action he is proposing to take or is taking. If so, Arc may decline support or any further support. In forming this view Arc may take into account:-
- a) The amount of money at stake.
  - b) The fact that a reasonable person without legal costs insurance would not wish to pursue the matter.
  - c) The prospects of being able to enforce a judgement.
  - d) The fact that the Insured's interests could be better achieved in another way.
5. English Law  
This contract is governed by English Law.
6. Language  
The language for contractual terms and communication will be English.

### **Data Protection Act**

The details of the Insured, the Insured's insurance cover and claims will be held by Arc and or the Underwriters for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998

### **Customer Service**

Arc's aim is to get it right, first time, every time. If we make a mistake, we will try to put it right promptly.

If you, the Insured, 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 is not yet resolved plus an indication of when a final response will be provided. 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 a final response will be provided. After eight weeks, if you are not satisfied 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.

Our contact details are:

Arc Legal Assistance Ltd  
PO Box 8921  
Langham  
Colchester  
CO4 5YD                      Tel 0844 770 9000

Email [enquiries@arclegal.co.uk](mailto:enquiries@arclegal.co.uk)

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR                      Tel 0845 080 1800

Email [consumerhelp@fsa.gov.uk](mailto:consumerhelp@fsa.gov.uk)

### **Compensation**

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if Arc or Inter Partner Assistance are unable to meet their obligations. Your entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/> or by telephoning 020 7892 7300

### **Authorisation**

Arc Legal Assistance Ltd is authorised and regulated by the Financial Services Authority. Our FSA Register number is 305958. Our permitted business is arranging with a view to transactions in non-investment insurance contracts, arranging (bringing about) non-investment insurance contracts, advising on non-investment insurance contracts, dealing as an agent in non-investment insurance contracts and assisting in the administration and performance of non-investment insurance contracts. You can check this on the FSA's register by visiting the website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234

Inter Partner Assistance (IPA) is a branch of Inter Partner Assistance SA (IPA SA) based in Belgium. IPA SA is authorised by the Commission Bancaire, Financiere et des Assurance (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Services Authority here in the UK. Their FSA Register number is 202664. Their regulative activities are Miscellaneous Financial Loss, Legal Expenses and Assistance.

IPA is a member of the Association of British Insurers

IPA address details are:

Inter Partner Assistance  
The Quadrangle  
106-118 Station Road  
Redhill  
Surrey RH1 1PR  
Registered No: FC008998