

# Caravan Legal Costs Policy Wording LEI/07/06

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

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 or a conflict of interest arises.

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	<b>Insured / You / Your</b>	The owner of the caravan and any authorised person using or occupying the caravan with the owners consent. Under section 2B cover will include any passenger or driver of the towing vehicle . 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	<b>The Caravan</b>	The caravan insured under the policy to which this cover attaches.
3	<b>Advisers' Costs</b>	Reasonable legal fees and disbursements incurred by the Adviser with Arc's prior written authority. 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.
4	<b>Standard Advisers' Costs</b>	The level of Advisers' Costs that would normally be incurred by Underwriters in using a nominated Adviser of Arc's choice.
5	<b>Proceedings</b>	The pursuit or defence of civil legal cases for damages or injunctions and the defence of criminal prosecutions.
6	<b>Limit of Indemnity</b>	The maximum payable in respect of an Insured Incident, which is £50,000.
7	<b>Insured Incident</b> causes of	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 action, incidents or events that are related by cause or time.
8	<b>Territorial Limits</b>	As defined in the Caravan Insurance Policy to which this policy attaches.
9	<b>Insured Period</b>	One year from the date shown on the Insured's caravan insurance schedule to which this cover attaches.
10	<b>Arc</b>	Arc Legal Assistance Limited who have arranged this insurance and administer it on behalf of the Underwriters.
11	<b>Adviser</b>	Irwin Mitchell Solicitors or their agents appointed by Arc to act for the Insured, or, and subject to Arc's agreement, where proceedings have been issued or a conflict of interest arises, another legal adviser nominated by the Insured.
12	<b>Computer</b>	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	<b>Underwriters</b>	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 the **Advisers' Costs** to negotiate:

A The **Insured's** legal rights in a contractual dispute or for misrepresentation arising from an agreement or alleged agreement which the **Insured** has entered into for the purchase or sale of **The Caravan**.

The contract must have been made after the **Insured** first purchased the caravan insurance policy to which this cover attaches.

B The **Insured's** legal rights in a civil action relating to **The Caravan** following any nuisance or trespass, provided that the **Insured** is responsible for the first £250 of any claim.

The nuisance or trespass must have commenced at least 180 days after the **Insured** first purchased the caravan insurance policy to which this cover attaches or purchased similar cover which expired immediately before this insurance began.

There is no cover for any claim relating to any building or land other than **The Caravan**.

There is no cover for defending any claim relating to nuisance or trespass.

**Section 2.** 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 use in or connected to **The Caravan**. The contract must have been made after the **Insured** first purchased the caravan insurance policy to which this cover attaches.
- B Uninsured loss and personal injury/fatal accident claims against the person or organisation directly responsible, arising from events involving **The Caravan** and any towing vehicle attached to it.
- There is no cover for claims arising from an allegation of clinical negligence.
- C A person or organisation that causes physical damage to **The Caravan**. The damage must have been caused after the **Insured** first purchased the caravan insurance policy to which this cover attaches.

**Section 3.** The **Insured** is covered for **Advisers' Costs** to defend:-

- A Criminal prosecutions brought against the **Insured** arising from the **Insured's** ownership or use of **The Caravan**. Cover will extend to defend the **Insured's** legal rights if an event leads to their prosecution for an offence connected with the use or driving of a motor vehicle.
- There is no cover for pleas in mitigation unless **Arc** believes that such a plea will have a significant effect on the sentence. There is no cover for prosecutions for dishonesty or intentional violence or where the act or omission giving rise to the prosecution was deliberate.
- There is no cover for alleged road traffic offences where the **Insured** did not hold or was disqualified from holding a licence to drive or is being prosecuted for driving whilst under the influence of drink or non-prescribed drugs.
- There is no cover for parking offences.
- B 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. The contract must have been made after the **Insured** first purchased the caravan insurance policy to which this cover attaches.

**General Exclusions**

1. There is no cover where:-
  - The **Insured Incident** began to occur or had occurred before the **Insured** purchased the caravan insurance policy to which this cover attaches.
  - The **Insured** should reasonably have realised that a claim under this insurance might occur when the caravan insurance policy to which this cover attaches was purchased.
  - A reasonable estimate of the **Advisers' Costs** is greater than the amount in dispute.
  - 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**.
  - **Adviser's 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.
  - A contract involving a motor vehicle other than **The Caravan**.
  - Defamation or malicious falsehood.
  - A dispute between **You** and someone **You** live with or have lived with.
  - A lease or licence to occupy property or land.
  - Any venture for gain or business project of the **Insured**.
  - A dispute between persons insured under this policy.
  - A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.
  - An allegation of clinical negligence.
  - 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.
3. There is no cover: -
  - For **Adviser's Costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party.
  - For the amount of **Advisers' Costs** in excess of **Arc's Standard Adviser's Costs** where **You** have elected to use an **Adviser** of **Your** own choice.

- 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 the **Underwriters**, Arc or **Your** caravan insurance scheme administrators.
  - For appeals without the prior written consent of Arc.
  - 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 caravan insurance policy to which this cover attaches is cancelled.
- Your** caravan insurance scheme administrators 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** caravan insurance scheme administrators.
- 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 or a conflict of interest arises, and the **Insured** wishes to nominate an **Adviser** to act for him he may do so. Where **You** have elected to use an **Adviser** of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Arc's Standard Advisers' Costs**.  
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 taxation 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.

## To make a claim

This insurance only covers legal fees incurred by The **Adviser** or their agents appointed by **Arc** until court **Proceedings** are issued. If court **Proceedings** are issued, **You** may nominate another **Adviser** 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 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 when prompted quote "Caravan Legal Costs Insurance."

## 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

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR  
Tel 0845 080 1800 Email complaint.info@financial-ombudsman.org.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 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](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ('IPA'). IPA is authorised by the Belgian National Bank and is subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of the IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services Register under number 202664. This can be checked by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.