



## **Caravan Legal Costs Policy Wording**

MyInsurance is a trading name of e-Insurance Trading Ltd, registered in England and Wales 06673852. Registered address  
Heatherlands House, Headley Road, Hindhead, GU26 6TN.

e-Insurance Trading Ltd is authorised by the Financial Conduct Authority

## Caravan Legal Costs Policy Wording

This insurance is administered by Arc Legal Assistance Limited and underwritten by AmTrust Europe Limited.

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. Where, following the issue of Court Proceedings or a conflict of interest arising, The Insured has elected to use an adviser of their own choice The Insured will be responsible for any Advisers' Costs in excess of Arc's Standard Advisers' Costs

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	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	The Caravan	The caravan insured under the policy to which this cover attaches.
3	Advisers' Costs	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	Standard Advisers' Costs	The level of Advisers' Costs that would normally be incurred by Underwriters in using a nominated Adviser of Arc's choice
5	Proceedings	The pursuit or defence of civil legal cases for damages or injunctions and the defence of criminal prosecutions.
6	Limit of Indemnity	The maximum payable in respect of an Insured Incident, which is £50,000.
7	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.
8	Territorial Limits	As defined in the Caravan Insurance Policy to which this policy attaches

9	Insured Period	One year from the date shown on the Insured's caravan insurance schedule to which this cover attaches.
10	Arc	Arc Legal Assistance Limited who have arranged this insurance and administer it on behalf of the Underwriters.
11	Adviser	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	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	AmTrust Europe Limited
14	Data Protection Legislation	The relevant <b>Data Protection Legislation</b> in force within the <b>Territorial Limits</b> where this cover applies at the time of the <b>Insured Incident</b> .

## 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.

### 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 Insureds 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 Advisor 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 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 0344 770 1040 and when prompted quote "E-Insurance Trading - Caravan Legal Costs Insurance."

## **Privacy and Data Protection Notice**

### **1. Data Protection**

Arc Legal Assistance are committed to protecting and respecting **Your** privacy in accordance with the current **Data Protection Legislation** ("Legislation"). Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit [www.arclegalassistance.co.uk](http://www.arclegalassistance.co.uk)

### **2. How We Use Your Personal Data and Who We Share it With**

**We** may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

### **3. Sensitive Personal Data**

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** notice.

### **4. Disclosure of Your Personal Data**

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

### **5. Your Rights**

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

### **6. Retention**

**Your** data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact **The Data Protection Officer**, please see website for full address details.

## 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  
Colchester  
CO4 5NE                      Tel 01206 615000

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

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR                      Tel 08000 234 567

Email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

## Compensation

We are covered by the Financial Services Compensation Scheme. 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](http://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.gov.uk/register](http://www.fca.gov.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).