

Caravan Legal Expenses Insurance Policy



Welcome to United Legal

Thank you for choosing United legal to provide your Caravan Legal Expenses Insurance Policy, which is underwritten by Financial & Legal Insurance Company Limited. As a United Legal customer you now have legal expenses insurance to protect you in relation to the legal disputes and other benefits set out in this Policy.

A summary of the cover provided by this Policy is shown in your Insurance Product Information Document (IPID) document.

You are entitled to cancel your Policy with a full premium refund within 14 days of it starting, provided that there have been no claims. Please see the cancellation condition under the Conditions.

Our Agreement

This insurance is a contract between us Financial & Legal Insurance Company Limited and you (the Policyholder shown in the Certificate of Insurance). This is a claims made policy which means that for there to be a valid claim under the Policy, claims must be reported to us during the Period of Insurance.

We will, subject to the terms of this Policy, provide you with the insurance set out in the Policy in respect of claims reported to us during the Period of Insurance shown in the Certificate of Insurance and for any subsequent period for which we may accept a renewal premium.

You must ensure that all the information you have given to us is accurate to the best of your knowledge. We will be entitled to refuse to accept a claim where you do not take reasonable care not to make a misrepresentation.

The Policy, Certificate of Insurance and any endorsements must be read together as one document.

Signed on our behalf

A handwritten signature in black ink, appearing to read "Nick Garner".

Nick Garner, Chief Executive Officer
Financial & Legal Insurance Company Limited

The Meaning of Words in this Policy

Each of the words or terms have a specific meaning which applies wherever they appear in **bold** type in this Policy

Appointed Representative:

means the claim negotiator, or the lawyer or other suitably qualified person appointed by **Us** to act on behalf of the **Insured Person** in accordance with **Our** standard terms of appointment.

Caravan:

means the touring or static caravan belonging to **You** insured by this policy.

Costs and Expenses:

means all necessary and reasonable

1. Fees, costs, disbursements and expenses charged by the **Appointed Representative** and agreed by **Us**;
2. Opponents costs in civil cases where the **Insured Person** is ordered to pay them or where **We** agree to pay them;

in pursuing the claim including the costs of any appeal or defending an appeal, provided the **Insured Person** tells **Us** within the time limits and provided that **We** agree to the appeal.

Insured Person:

means **You** and any domestic partner and any family member permanently living with **You** provided that they have **Your** permission to claim under this Policy.

Legal Proceedings:

means a legal remedy for compensation, specific performance or an injunction.

Reasonable Prospects:

means that in respect of each claim there is always more than a 50% chance of the **Insured Person** recovering damages, defending a claim or prosecution or obtaining a legal remedy. This will be assessed by **Us** or the **Appointed Representative**.

Small Claim(s)

Means a claim for damages or compensation which is or may if **Legal Proceedings** are issued be allocated to the **Small Claims** jurisdiction of the courts of England and Wales or the equivalent in Scotland, Northern Ireland, the Channel Islands and the Isle of Man.

We/Us/Our:

means Financial & Legal Insurance Company Limited.

You/Your:

means the Policyholder shown in the Certificate of Insurance attached to this Policy.

What is Insured

We will, subject to What is NOT Insured, the Claims Settlement Provisions and Conditions of this Policy provide the insurance in relation to the Insured Incidents set out below.

Provided that

1. **Reasonable Prospects** exist for the duration of the claim.
2. The claim is reported to **Us**
 - a. during the Period of Insurance, and
 - b. immediately after the **Insured Person** became aware of circumstances which may give rise to a claim.
3. The **Insured Person** follows the advice provided to the **Insured Person** by **Our** Claims and Advice Service.
4. The **Insured Person** seeks and continues to follow the advice from **Our** Claims and Advice Service.
5. During the course of any dispute from the date that the **Insured Person** became aware of the dispute and throughout the duration of the dispute the **Insured Person** keeps **Us** up to date with all developments and the **Insured Person** follows and continues to follow the advice from **Our** Claims and Advice Service.

We will not pay

- a. In respect of any one claim and in total in any one Period of Insurance more than the relevant Limit of Liability and the annual aggregate limit shown in the Certificate of Insurance.
- b. The amount of any Excess shown in the Certificate of Insurance in respect of each claim.
- c. Any claim or incident which may lead to a claim and which the **Insured Person** knew about or ought reasonably to have known about before the start of this Policy.

Insured Incidents

1. Contract Disputes

We will pay the **Costs and Expenses** for the pursuit or defence of **Legal Proceedings** relating to an agreement or alleged agreement that an **Insured Person** has entered into a personal capacity for the buying, selling or hiring in of any goods or services in connection with your use and ownership of **Your Caravan**.

Provided that the amount in dispute is more than £250.

We will not pay for

- Any claim relating to an **Insured Person's** previous or current trade, business, occupation or profession.
- Any claim relating to any land or buildings.
- Any claim relating to the settlement payable, or the cover provided under an insurance policy.
- Any claim relating to a loan, pension, investment or any other borrowing or financial instrument.
- Any claim arising out of actual or alleged negligent advice, error or omission.

2. Site Owner Disputes

We will pay the **Costs and Expenses** in relation to the pursuit or defence of **Legal Proceedings** arising from or relating to **Your** contract with a site owner which governs the site the **Caravan** occupies.

Provided that the amount in dispute is more than £250.

3. Legal Defence

We will pay the **Costs and Expenses** for defending an **Insured Person's** rights relating to any prosecution in a criminal court arising from the ownership and use of **Your Caravan**.

We will not pay for

- Any claim relating to an **Insured Person's** previous or current trade, business, occupation or profession.
- Any claim relating to animals, motorised vehicles (except for domestic gardening equipment and electric or motorised wheelchairs and mobility scooters not designed for road use), aircrafts, boats, windsurfers, boards, jet skis or any craft designed to be used on or in water.

What is NOT Insured

1. Prior Claims

Any claim or incident which may lead to a claim and which the **Insured Person** knew about or ought reasonably to have known about before the start of this Policy.

2. Prior Costs and Expenses

Any costs incurred before a claim is made and any **Costs and Expenses**, which **We** do not authorise.

3. Dishonesty, Deliberate Acts, Violence and Fraud

Any claim

- Involving actual or alleged dishonesty or violence by the **Insured Person**;
- Or statement which is overstated, false or fraudulent.

We will have the right to refuse to pay a claim or to void this insurance from the date of the act.

4. Judicial Review, Mediation and Arbitration, Marital and Family Disputes, Intellectual Property, Libel and Slander, Share Options, Pensions, Date Change and Mortgage Lender

Any claim directly or indirectly relating to or resulting from

- A judicial review.
- Mediation and arbitration.
- Divorce, matrimonial matters, cohabitation, maintenance, custody or access.

- Copyright(s), trademark(s), merchandise mark(s), registered design(s) or other intellectual property rights or secrecy and confidentiality agreements.
- Libel or slander.
- Any share option or pension scheme or policy.
- Any device failing to recognise, interpret or process any date as its true calendar date.
- Any dispute arising between the **Insured Person** and any agent or mortgage lender.

5. Bankruptcy, Liquidation or Receivership

Any claim where the **Insured Person** is bankrupt, in liquidation, has made an arrangement with his or her creditors, has entered into a Deed of Arrangement or part or all of the **Insured Person's** affairs or property are in the care or control of a receiver or an administrator.

6. Other Insurance

Any **Costs and Expenses**, which can be recovered by an **Insured Person** under any other insurance or which would have been covered if this insurance did not exist, except for any amount in excess of that which would have been payable under such insurance(s).

7. Fines and Penalties

For fines, damages other penalties or punitive damages, which the **Insured Person** is ordered to pay by a court or other authority.

8. Disputes with Us

- Any claim against **Us**, Financial & Legal Insurance Company Limited or any company or subsidiary of the MSL group of companies.
- Any dispute between **You** and any domestic partner or family members permanently living with **You**

9. War Risks

Any claim arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, confiscation, requisition, terrorism or alleged acts of terrorism as set out in the Terrorism Act 2000, or damage to property by or under the authority of any government, public or local authority.

10. Radioactive Contamination and Pressure Waves

Any claim, which arises from or is directly or indirectly caused by, contributed to, by or arising from any of the following, or from any similar reaction or event

- Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

11. Territorial Limits

Any claim

- Where the dispute is pursued outside the jurisdiction of a court or other body within the United Kingdom, the Channel Islands or the Isle of Man;
- Which occurs outside the United Kingdom, the Channel Islands or the Isle of Man;
- Where the **Insured Person** permanently lives outside the United Kingdom, the Channel Islands or the Isle of Man.

12. Small claims

Any claim which is a **Small Claim**.

13. Proportionate

Any claim where, in **Our** opinion, the value/amount in dispute is disproportionate to the time and **Costs and Expenses** involved in its pursuit.

14. Motor Vehicles

Any claim relating to a motor vehicle owned, driven, used, hired, leased, sold or purchased by an **Insured Person**.

Claim Settlement Provisions

1. Reasonable Precautions

The **Insured Person** must take all reasonable precautions to reduce or remove the risk of a claim and not make any deliberate acts, which will result in a claim.

2. When You Must Report a Claim to Us

The **Insured Person** must tell **Us** immediately of any circumstances which may give rise to a claim.

3. Acceptance of Claim

On receipt of the claim it will be assessed and dealt with by **Our** in house claims negotiators and, if appropriate and if **Reasonable Prospects** exist and the claim is reported to **Us** immediately after the **Insured Person** becomes aware of circumstances which may give rise to a claim, **We** will then instruct an **Appointed Representative** to handle the claim on behalf of the **Insured Person**. If there is a dispute as to whether **Reasonable Prospects** exist, **We** may require the **Insured Person**, at the **Insured Person's** own expense, to obtain Counsel's opinion as to the merits of the case. The costs will be refunded to the **Insured Person** if Counsel's opinion clearly shows that there are merits in proceeding.

4. Conduct of the Claim

i. **We will be entitled**

- ☐ To have direct contact with the **Appointed Representative**;
- ☐ To take over and conduct in the **Insured Person's** name any claim or **Legal Proceedings** at any a time and negotiate any claim on behalf of the **Insured Person**;
- ☐ To refuse to accept a claim or continue with a claim where the **Insured Person** does not take reasonable care not to make a misrepresentation or has failed to supply relevant information and supporting evidence to **Us** or the **Appointed Representative**.

ii. *What the **Insured Person** must do*

- ☐ Provide, at the **Insured Person's** own expense, the **Appointed Representative** and **Us** with any proof, evidence, certificates and assistance as **We** may reasonably ask for in connection with the claim, including proof as to whether **Reasonable Prospects** exist;
- ☐ Cooperate fully with the **Appointed Representative** and **Us** and provide, within a reasonable time avoiding any unnecessary delays, any relevant requested information and documentation in relation to the claim;
- ☐ Take all reasonable steps to recover **Costs and Expenses** and to minimise the amount payable under this Policy;
- ☐ Take all reasonable steps to resolve disputes that otherwise may give rise to a claim;
- ☐ Notify **Us** and the **Appointed Representative** immediately of any offer to settle a claim and of any payments into court;

- ☐ Tell the **Appointed Representative** to have **Costs and Expenses** taxed, assessed and audited if **We** request.

iii. *What the **Insured Person** must not do*

- ☐ Withdraw from any claim or **Legal Proceedings** or withdraw instructions from **Us** without **Our** consent or the consent of the **Appointed Representative**;
- ☐ Pursue a claim in any way against the advice or Instructions from **Us** or the **Appointed Representative**;
- ☐ Incur any **Costs and Expenses** without **Our** consent or the consent of the **Appointed Representative**;
- ☐ Agree to settle any claim on any basis or reject any offer to settle a claim, without **Our** consent or the consent of the **Appointed Representative**.

Please Note

We will be entitled to be reimbursed by the **Insured Person** for any **Costs and Expenses** previously agreed or paid to or on behalf of the **Insured Person** if the **Insured Person** breaches any of the conditions in ii. and iii. above.

5. Payment Instead of Pursuing or Defending a Claim

At any time **We** will be entitled to pay the reasonable amount of damages claimed if in **Our** opinion this would be a more economic solution.

6. Legal Proceedings

Any **Legal Proceedings** must be dealt with in the jurisdiction of a Court or tribunal in the United Kingdom, the Channel islands or the Isle of Man.

7. Choice of Appointed Representative

If there is a conflict of interest, or if the claim is not settled by negotiation and it then becomes necessary to start court proceedings, only then will the **Insured Person** be entitled to choose their own lawyer for **Us** to instruct as the **Appointed Representative** to handle the claim.

Where **we** have agreed someone other than our nominated **Appointed Representative** may act for the **Insured Person**, **we** will not pay any sums in excess of what **we** would have paid to an **Appointed Representative** that **we** would have appointed to undertake the same work, which is currently set at an hourly rate of £125 + VAT.

Conditions

1. Observance of Terms

Anyone making a claim under this Policy must have **Your**

permission and observe the terms under this Policy.

2. Cancellation

You may cancel this Policy within 14 days of its inception without any premium charge provided that there have been no claims. Thereafter **You** may cancel the Policy at any time however no refund of premium will be available. If **You** cancel the Policy **You** must contact **Your** insurance adviser.

We may cancel this Policy at any time provided that **We** give **You** 7 days notice of cancellation and there is a valid reason for doing so. Valid reasons for cancellation include, but are not limited to fraud, dishonesty and any outstanding amount due from **You** in relation to any other claim under the Policy.

Where **We** cancel this Policy no refund of premium

will be

available. If **We** cancel the Policy **We** will write to

You at

Your address shown in **Our** records.

3. Arbitration

Any dispute or difference of any kind between **Us** and an

Insured Person will be referred to arbitration by a single arbitrator who will be either a barrister or solicitor. If the parties are unable to agree on the appointment of an arbitrator, all parties agree to accept an arbitrator nominated by the President of the Chartered Institute of Arbitrators. The arbitrator's decision will be final and binding on all parties and the unsuccessful party shall be responsible for any costs incurred by the successful party in the arbitration proceedings as well as their own costs.

4. New Rules

If during the Period of Insurance, any changes should be made (whether issued or implemented by any relevant authority or otherwise) to applicable rules, laws, legislation judgements, regulations, directives, guidance, codes of conduct, recommendations or requirements or any other rules, instruments and provisions in force from time to time which alter or affect (or may alter or affect) in any way the legal costs regime to **Our** or **Your** material detriment, **We** reserve the right to amend this Policy to deal appropriately (fairly to both **You** and **Us**) with such changes. In those circumstances **We** will issue an endorsement to this Policy notifying **You** within 21 days of the proposed changes by sending to **You** details of those changes to **Your** last known address. **You** will, however, be free to accept or reject those changes in line with the procedure set out in the endorsement.

5. Third Party Rights

Unless expressly stated in this insurance, nothing in this insurance will create any rights in favour of any person pursuant to the Contracts (Right of Third Parties) Act 1999.

6. Waiver

If **We** or any **Insured Person** fail to exercise or enforce any rights conferred on them by this insurance, the failure to do so will not be deemed to be a waiver, nor will it bar the exercise or enforcement of, such rights at any subsequent time.

7. Recoveries

We reserve the right, at **Our** own expense, to take over proceedings in the name of the **Insured Person** to recover any payment made under this Policy. If an **Insured Person** recovers **Costs and Expenses** previously paid under this Policy such **Costs and Expenses** must be immediately repaid to **Us**.

8. Governing Law

This Policy is subject to the law applicable to **Your** place of residence in the United Kingdom, the Isle of Man or the Channel Islands.

9. Assignment

This insurance is between and binding upon **Us** and **You** and their respective successors in title, but this insurance may not otherwise be assigned by **You** without **Our** prior written consent.

with complex legal matters which may require the review of documentation or specific legislation. General advice may be limited to signposting and referring the caller to other appropriate agencies, or recommending a specialist solicitor for further assistance, which may include considering policy cover under this insurance.

To use the personal legal advice helpline, please call 0333 321 4252.

How to Make a Claim

If **You** need to contact **Us** or need to make a claim **You** can call **Us** on **0161 4921639**, email **Us** at **nonmotorclaims@financialandlegal.co.uk** or write to Financial & Legal Insurance Company Limited, No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW.

If there is a claim, which is covered by the Policy **We** will then send the **Insured Person** a claim form to be completed and returned to **Us**.

If the claim is reported to **Us** during the Period of Insurance and is accepted and **Reasonable Prospects** exist, the claim will be handled by **Our** specialist claims unit or **We** will instruct an **Appointed Representative** or other suitably qualified representatives to act on behalf of the **Insured Person**.

Please note that

- Any costs incurred before a claim is made and any costs which **We** do not authorise are not insured by this Policy.
- Under this Policy where applicable there must be **Reasonable Prospects** for any claim to proceed.
- If there is any conflict of interest or if court proceedings are to be issued only then will the **Insured Person** be entitled to choose their own lawyer.

How to Make a Complaint

Our aim is to provide a first-class standard of service at all times. If **You** feel that **You** have been let down and **You** wish to raise a Complaint about the sale of this Policy, please contact **Your** insurance adviser.

If **You** feel that **We** have let **You** down and **You** wish to raise a complaint, please contact **Us** on 0161 495 4490 or in writing to The Compliance Department, Financial & Legal Insurance Company Limited, No. 1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GW. Please quote the Certificate number on **Your** Certificate of Insurance on all correspondence.

Our staff will attempt to resolve **Your** complaint within 3 business days of receipt and a summary resolution communication letter will be sent to you. Where this is not possible, **We** will acknowledge **Your** complaint promptly. If the complaint is not resolved within 4 weeks of receipt, **We** will write to **You** and let **You** know what further action **We** will take. A final response letter will be issued within 8 weeks of receipt.

If, upon receipt of **Our** letter in response to **Your** complaint **You** remain dissatisfied, **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can contact the Financial Ombudsman Service at: Exchange Tower, London, E14 9SR.

The use of these facilities does not affect **Your** right to take legal action.

Personal Legal Advice Helpline

Provides an Insured Person with confidential telephone legal advice on personal legal matters subject to the law of the United Kingdom of Great Britain and Northern Ireland.

Please note the personal legal advice helpline is not intended to replace the services of a solicitor, but rather to assist you to identify the legal issues at hand, consider your legal rights and what courses of action are available to you and whether you need to consult a solicitor. The helpline can provide general advice only and cannot assist

Financial Services Compensation Scheme

MSL Legal Expenses Limited and Financial & Legal Insurance Company Limited are covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If they are unable to meet their obligations under this Policy an **Insured Person** may be entitled to compensation from the Compensation Scheme.

Data Protection

We take the Data Protection Act seriously and set out below how **We** will look after the information **You** give **Us**.

We will only use the information **You** give **Us** for legal purposes and will keep it safe.

We will not pass **Your** information on to others or outside the EU unless **We** are obliged to do so for legal or regulatory purposes or for purposes directly related to **You** as a customer.

These may include

- Servicing **Your** policies or dealing with claims. This might mean passing information on to solicitors, loss assessors, insurers or other related service providers.
- Where necessary obtaining information about **You** from credit reference agencies (the agencies will record **Our** enquiries, which may be seen by other companies who make their own credit enquiries).
- For the prevention of fraud.
- To check **Your** identity and prevent money laundering.

Under the **Act** **You** can request to see what data **We** hold on **You**, though there may be a charge for this service.

Finally

- **We** may send **You** information by letter, email or phone about **Our** other products and services that may be of interest or to carry out research. **You** can opt out of this if **You** wish. Please tell **Us** anytime if **You** wish to do so.
- Be assured **We** won't pass **Your** information to others for them to use in their marketing.

Under this section **We/Us/Our** includes Financial & Legal Insurance Company Limited

Please read your policy document carefully and keep it in a safe place

The insurance provided by this policy is underwritten by Financial & Legal Insurance Company Limited authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under No. 202915. Registered in England under Company No. 03034220.