

Touring caravan legal expenses

Insurance Product Information Document



Company: Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958.

Product: Happy Place touring caravan legal protection

This document summarises the key features of your insurance policy. It is not tailored to individual needs and so may not provide all the information relevant to your cover requirements. Complete pre-contractual and contractual information is provided in other documents.

What is this type of insurance?

Caravan Legal Protection provides insurance to cover up to £100,000 for advisers' costs for certain types of legal action(s) as detailed in this document, your policy wording and your insurance schedule.



What is insured?

We'll cover a legal advisers' costs to help you pursue or defend a claim in the following situations:

- ✓ **Contract Disputes:** To pursue or defend a legal action following a breach of a contract you have for buying or renting goods or services and selling goods in connection with the caravan (including the purchase or sale of the caravan).
- ✓ **Uninsured Loss Recovery:** To pursue a legal action for financial compensation for uninsured losses arising from a road traffic accident involving a vehicle or caravan against those responsible.
- ✓ **Personal Injury:** To pursue a legal action following an accident resulting in your personal injury or death against the person or organisation directly responsible.
- ✓ **Employment Disputes:** To pursue a legal action against an employer or ex-employer for breach of your contract of employment.
- ✓ **Personal Identity Fraud:**
 - To defend your legal rights and/or take steps to remove County Court Judgments against you that have been obtained by an organisation from which you are alleged to have purchased, hired or leased goods or services.
 - To deal with all organisations that have been fraudulently applied to for credit, goods or services in your name or which are seeking monies or have sought monies from you as a result of identity fraud.
 - In order to liaise with credit referencing agencies and all other relevant organisations on your behalf to advise that you have been the victim of identity fraud.
- ✓ **Property Infringement:** To pursue a legal action for nuisance or trespass against the person or organisation infringing your legal rights in relation to the caravan.
- ✓ **Motor Prosecution Defence:** To defend a legal action in respect of a motoring offence, arising from your use of a vehicle.



What is not insured?

- ✗ **Pre-inception incidents:** We won't cover events that started before the policy began.
- ✗ **Prospects of success:** We won't cover any legal action if there are not prospects of success. This is where you do not have a 51% or greater chance of winning the case and achieving a successful outcome..
- ✗ **Minimum amount in dispute:** We won't cover claims where the amount in dispute is lower than the estimated advisers' costs to act for you.
- ✗ **Conflicts:** We will not cover any claims relating to disputes with anyone else insured under the policy nor any costs covered by another insurance policy.
- ✗ **Approved Costs:** We will not cover any 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.



Are there any restrictions on cover?

- ! **Qualifying period:** There is a 60 day qualifying period for claims for Employment Disputes, and a 180 day qualifying period for claims for Property Infringement. We will not cover any incidents arising within this time.
- ! **Your own advisers' costs:** Once court proceedings are issued, or in the event that a conflict of interest arises; you're welcome to use your own legal representative, but we won't cover any costs in excess of our standard advisers' rates.
- ! **Withdrawn claims:** If you withdraw from the legal action without our consent, you're responsible for any advisers' costs.



Where am I covered?

✓ Claims which arise, or where proceedings are brought in:

Uninsured loss recovery & Personal injury	The United Kingdom and the European Union
All other sections	The United Kingdom, the Channel Islands and the Isle of Man



What are my obligations?

- You must notify claims as soon as possible once you become aware of the insured event and within no more than 180 days of you becoming aware of the insured event.
- You must supply, at your own expense, all of the information which we reasonably require to decide whether a claim may be accepted.
- You shall supply all information requested by the adviser and us.
- You must gain our consent before incurring any legal advisers' costs.



When and how do I pay?

- Premiums are inclusive of Insurance Premium Tax (IPT). You can pay for your policy annually before the start date of your policy.
- Annual premiums may be paid by debit or credit card, or cheque in advance. At renewal, you can also choose to pay via BACS (e.g. online banking).
- Monthly instalment payments are also available at an additional cost to you. This allows you to spread the cost of the premium over 12 months via Direct Debit, the same duration as your policy.



When does the cover start and end?

Your cover will take effect on the dates stated in your policy schedule, and will last for a period of 12 months unless your policy is cancelled prior to this date.



How do I cancel the contract?

If you decide to cancel your policy, you can do so by either:

- returning your documentation to Happy Place, New Road, Halifax, West Yorkshire, HX1 2JZ.
- sending an email to cancel@happyplace.co.uk.
- calling us on 01422 395 895.

In all of the above scenarios you must confirm your policy number, and the time and date cover is to cease.