

# Park Home Legal Protection

## Insurance Product Information Document



Company ARC Legal Assistance Ltd

Product: Park Home Legal Protection

This insurance is managed and provided by Arc Legal Assistance Limited and underwritten by AmTrust Europe Limited. Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, Financial Services Register number 202189.

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

### What is this type of insurance?

Park Home Legal Protection provides insurance to cover up to:

- £15,000 for claims under the Identity Fraud section of cover; and
- £50,000 for claims under any other section.

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:

- ✓ **Consumer Pursuit:** To pursue contract claims against the person or organisation that sold, hired or leased the insured defective goods or services for his private use.
- ✓ **Personal Injury:** To pursue claims for compensation following an accident resulting in personal injury or death against the person or organisation directly responsible.
- ✓ **Employment Disputes:** To pursue 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 as an employee of the insureds contract of employment.
- ✓ **Property Infringement:** To pursue actions for nuisance or trespass against the person or organisation infringing the insureds legal rights in relation to the home.
- ✓ **Pitch Disputes:** To pursue proceedings in respect of a dispute with the owner of the park on which the home is situated.
- ✓ **Property Damage:** To pursue a person or organisation that causes physical damage to the insureds home.
- ✓ **Probate:** To pursue legal proceedings within the territorial limits in respect of a probate dispute involving the will of the insureds deceased parents or grandparents, children, step-children or adopted children where the insured is contesting a will as a named beneficiary or as a member of a class of beneficiaries with an immediate interest.
- ✓ **Consumer Defence:** To defend contract claims brought by someone whom the insured has sold his private goods intended to be for the private and personal use of that person.
- ✓ **Identity Fraud:** The insured is covered for advisers' costs arising from identity fraud:
  - To defend the insureds legal rights and/or take steps to remove County Court Judgments against the insured that have been obtained by an organisation from which the insured is alleged to have purchased, hired or leased goods or services from.
  - To deal with all organisations that have been fraudulently applied to for credit, goods or services in the insureds name or which are seeking monies or have sought monies from the insured as a result of identity fraud.
  - In order to liaise with credit referencing agencies and all other relevant organisations on the insureds behalf to advise that the insured has been the victim of identity fraud.
- ✓ **Social Media Defamation:** The insured is covered for advisers' costs to:
  - Write one letter to the provider of a social media website following defamatory comments having been made about the insured to request that the comments are removed;
  - Write one letter to the author of the defamatory comments requesting that the comments are removed from the social media website.



### What is not insured?

The policy does not provide cover for:

- ✗ **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 the likelihood of winning is less than 50%.
- ✗ **Minimum amount in dispute:** We won't cover claims for Consumer Pursuit or Consumer Defence if the amount in dispute is less than £250. We also 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 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?

For a full list of restrictions, please refer to the policy documentation.

- ! **Qualifying period:** There is a 90-day qualifying period for claims for Employment Disputes and Pitch 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 The United Kingdom, the Channel Islands and the Isle of Man.



### What are my obligations?

- You must notify claims as soon as reasonably possible once you become aware of the insured incident and within no more than 180 days of you becoming aware of the insured incident, or 45 days for claims relating to identity fraud.
- 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?

You can pay for your insurance in one lump sum with a debit / credit card or in monthly instalments by direct debit. If you pay by instalments, a credit charge will be applied.



### When does the cover start and end?

Your cover under this policy runs in conjunction with your Park Home insurance, please refer to your policy documentation for your start and end dates. Your policy may be renewed and payment taken unless you contact us to stop it before the renewal date. We will contact you before your renewal date and before taking payment to confirm your renewal terms.



### How do I cancel the policy?

You can cancel the policy at any time by calling us on 01604 946785 or writing to Assist Insurance Services Limited, Royal House, Queenswood, Newport Pagnell Road West, Northampton, NN4 7JJ.

More information about your cancellation rights, applicable administration charges and the reasons we can cancel the policy are included with your policy documentation.