

Residential park home 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: Leisuredays residential park home 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?

Leisure Legal Protection provides insurance to cover up to:

- £5,000 for claims under section of cover Employment Disputes;
- £50,000 claims under sections of cover Consumer Pursuit, Consumer Defence, Property Damage & Eviction of Unauthorised Occupants; and
- £100,000 for claims under sections of cover Personal Injury and Uninsured Loss Recovery.

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 a legal action following a breach of a contract you have for buying or renting goods or services for your private use or for sole use in the insured property. This includes the purchase of the insured property.
- ✓ **Consumer Defence:** To defend a legal action brought against you following a breach of a contract you have for selling your own personal goods. This includes the sale of the insured property.
- ✓ **Personal Injury:** To pursue a legal action following an accident resulting in your personal injury or death against the person or organisation directly responsible.
- ✓ **Uninsured Loss Recovery:** To pursue a legal action for financial compensation for uninsured losses arising from a road traffic accident whilst you are in a vehicle against those responsible.
- ✓ **Employment Disputes:** To pursue a legal 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 of your contract of employment.
- ✓ **Property Damage:** To pursue a legal action for damages against a person or organisation that causes physical damage to the insured property.
- ✓ **Eviction of Unauthorised Occupants:** To pursue a legal action for re-possession of the insured property, if it has been occupied by an unauthorised party.



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 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 you live with or have lived with; 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 120 day waiting period for claims for Consumer Pursuit or Consumer Defence where the claim relates to the purchase or sale of the insured property, and a 90 day qualifying period for claims for Employment Disputes. We will not cover any incidents arising within this time.
- ! **Withdrawn claims:** If you withdraw from the legal action without our consent, you're responsible for any advisers' costs.
- ! **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.



Where am I covered?

- ✓ Claims which arise, or where proceedings are brought in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.



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 Leisuredays, New Road, Halifax, West Yorkshire, HX1 2JZ.
- sending an email to cancel@leisuredays.co.uk.
- calling us on 01422 396 888.

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