

Holiday Home Ownership Legal Expenses

This policy is arranged by LawShield UK Ltd with UK General Insurance Limited on behalf of Ageas Insurance Limited, Registered in England No.354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA..

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We will provide insurance under the conditions and exclusions in this document. The insurance provided by this document covers any liability, loss or damage that happens during any **period of insurance** for which **you** have paid or agreed to pay the premium.

Signed for and on behalf of the Underwriters:



Definitions

The words or phrases in this section of the have the meanings shown below:

Adviser - a panel solicitor or their agents appointed by **us** to act for **you** or **your** legal representative acting with **our** consent.

Adviser's Costs – Legal costs and expenses and disbursements reasonably incurred by **us** or the **adviser** chargeable on the **standard basis** as defined by the CPR (Civil Procedure Rules) and would be limited to £12.50 for each letter sent out and £125.00 per hour. Also covered are the costs of any civil proceedings incurred by an opponent for which **you** may be liable by order of a court or by agreement with **our** prior consent.

Geographical limits - England, Scotland, Wales, Northern Ireland, the Isle of Man, and the Channel Islands.

H M Revenue and Customs Full Enquiry – An extensive examination by H M Revenue & Customs under Section 9A of the Taxes Management Act 1970 into all aspects of **your** PAYE income or gains.

Holiday home – The private dwelling of permanent construction comprising house, bungalow, cottage, chalet or flat and its outbuildings at the address shown in the **Schedule** (hedgerows and shrubs are not covered) used for either family use or short-term let.

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, incident or events that are related by cause or time.

Limit of indemnity – The maximum payable in respect of an **insured incident** is £25,000

Prospects of Success - Reasonable Prospects are considered to be 51% or better chance of success.

Period of insurance - This is the length of time covered by this insurance and any extra period which **we** accept **your premium** for.

Premium - As agreed by **us** and the issuing intermediary.

Standard basis – The assessment of costs which are proportionate to **your** claim.

Underwriters – UK General Insurance Limited on behalf of Ageas Insurance Limited. UK General Insurance Limited is an insurers' agent and in the matters of a claim act on behalf of Ageas Insurance Limited.

We, us, our, administrators - LawShield UK Ltd.

You, your - The person named in the policy schedule.

What is covered?

We will pay the **adviser's costs** for legal proceedings started on **your** behalf and in connection with the following and up to the **limit of indemnity**:-

- 1 Consumer protection**
Disputes over the selling buying or hiring of any goods or services for **your** private use in relation to the **holiday home**. This includes selling or buying the **holiday home**. The contract in dispute must have been made after **you** first purchased this insurance.
- 2 Residential**
Civil claims relating to physical damage to **your holiday home**. The damage must have been caused after **you** first purchased this insurance.

3 Eviction of Overstaying Guests

Eviction Proceedings against a guest to recover possession of the **holiday home** where the guest stays beyond the agreed period of occupancy.

4 Property infringement

Any nuisance or trespass matters against the person or organisation infringing **your** legal rights in relation to the **holiday home**. The nuisance or trespass must have started at least 30 days after you first purchased this insurance.

5 Tax Protection Cover

In the event of an **H M Revenue and Customs Full Enquiry** into **your** personal tax affairs, **we** will negotiate for and represent **you** in any appeal proceedings, providing:-

- a) **You** have maintained proper, complete and truthful and up to date records.
- b) Made all returns at the due time without having to pay any penalty.
- c) Provided all information required by H M Revenue and Customs.

We will only provide cover if the **Adviser's Costs** and incident took place during the **period of insurance** and the incident leading to **your** claim is covered by a court within the **geographical limits**.

If **you** are awarded costs, **you** must use these to repay the amount **we** have paid out on **your** behalf in connection with the proceedings. However, **we** will pay all **Adviser's Costs** (up to the limit of this section) when **you** receive no costs or compensation. If the **Adviser's Costs** are greater than the amount **you** are awarded for those cost and expenses, **we** will pay the extra amount (up to the limit under this section).

What is not covered?

We will not pay **Adviser's Costs** for legal proceedings in the following circumstances.

- 1 If **we** consider that there are not reasonable **prospects of success** or that **you** will not get a reasonable and proportionate settlement or if any expected settlement is small compared to the time and expense involved.
- 2 If **we** have not agreed to the **Adviser's Costs**.
- 3 If **we** are not told about the claim within 90 days of the event which caused it.
- 4 Where the **insured incident** began to start or had started before you bought this insurance.
- 5 Claims arising from selling or buying a **holiday home** unless the incident took place at least 120 days after the **period of insurance** started.
- 6 A contract entered into by **you** for any building or land other than **your holiday home**.
- 7 Claims where someone legally takes **your holiday home** whether **you** are offered money or not, or restrictions or controls placed on **your holiday home** by any government or public or local authority unless the claim is for accidental physical damage.
- 8 Claims over boundary disputes.
- 9 Claims for mining subsidence.
- 10 Claims involving a motor vehicle owned by **you** or which **you** are legally responsible for.
- 11 Claims arising from clinical negligence.
- 12 Claims which related to fines and penalties awarded against **you** by a criminal court.
- 13 Claims involving disputes with **us, our** agents, or the insurer providing cover for the **holiday home**.
- 14 Claims in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.
- 15 Claims involving actions carried out to fulfill a judgment or a legally-binding decision.
- 16 Claims for any equipment, circuit, computer chip, computer software and any other computer-related equipment which fails to correctly recognise any date change.
- 17 Claims arising from someone using the identity of **you, your** husband or wife, or children without permission.
- 18 Claims caused by, contributed to or arising from:
 - a) ionising radiations or contamination by radioactivity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b) the radioactive toxic explosive or other hazardous properties of any nuclear assembly or nuclear component thereof;
 - c) riot, civil commotion, war, terrorism, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government.

We will not pay for the following.

- 1 Claims caused by, contributed to or arising from:
 - a a contract **you** have entered into or in connection with any business, trade or profession unrelated to the **holiday home**.
 - b i) a criminal or deliberate act by **you**; or
ii) libel or slander.
- 2 Travelling expenses or compensation for being off work.
- 3 **Adviser's Costs** if **you** withdraw from legal proceedings without **our** agreement.
- 4 Legal claims which are covered under a more specific insurance or if a claim has been refused by another insurance company.
- 5 The first £25 of any claim.

In relation to Property Infringement **we** will not pay for the following:-

1. Claims of trespass or nuisance against **you** or any guests / holidaymakers / temporary residents of the insured property.
2. Claims of trespass or nuisance as the result of a dispute relating the use of a 'right of way' / public footpath running through your property.
3. Divorce or matrimonial matters.

In relation to Tax Protection Cover **we** will not pay for the following:-

- 1) The tax affairs of any company or business partnership.
- 2) Any investigation by the Special Compliance Officer.
- 3) An investigation under the Civil Investigation of Fraud Procedure.
- 4) The submission of returns or accounts where HM Revenue & Customs levy a penalty or claim for interest or which contain negligent misstatements.
- 5) A tax avoidance scheme.
- 6) A business or venture for gain of **you** or a **family member**.

Making a claim

To make a claim, **you** can write to **us** at:

The Claims Department
LawShield UK Limited
LawShield House
850 Ibis Court
Lakeside Drive
Centre Park
Warrington
WA1 1RL.

Phone: 01925 XXXXX
Fax: 0870 066 0622

You should not send **us** any documents until **we** ask for them.

If **we** decide that a reasonable settlement is unlikely, or **your** interest would be better served by another course of action, **we** will let **you** know.

We will not pay for any **Adviser's Costs** until **we** have accepted the claim in writing.

Representation

- 1 **We** can take over, and carry out in **your** name action to take or defend any claims.
- 2 **We** will have complete control over how legal proceedings are carried out. **We** will appoint **solicitors** to act on **your** behalf to prosecute, defend or settle any claim accepted under the terms of this section.

You do not have to accept the **solicitor** **we** have chosen. If **you** cannot agree a suitable **solicitor** with **us**, **you** can refer **your** choice of **solicitor** to arbitration in line with the conditions of this section. **you** must let **us** know in writing about the full name and address of a **solicitor** who **you** want to act for **you**. If there is a dispute about the choice of **solicitor**, **we** will choose one whilst arbitration takes place. If **we** are insuring two or more people for one claim, **you** may choose **solicitors** and send their name and address to **us** before **we** agree to pay any **Adviser's Costs**.

- 3 In choosing **your** **solicitor**, **you** must try and keep the cost of any legal proceedings as low as possible.
- 4 Before **we** accept **your** choice of a **solicitor**, or if **you** fail to choose a **solicitor**, **we** will be entitled to instruct a **solicitor** on **your** behalf.
- 5 If the amount the claim relates to is not more than the Small Claims Limit, **we** will provide help and advice. **We** will decide whether to represent **you** at a court or tribunal. **We** may also try to negotiate a settlement or take advantage of other methods of dealing with the situation.

Specific conditions

The following specific conditions apply.

- 1 When a claim or possible claim happens, **you** must tell **us** in writing as soon as possible.
- 2 **You** must give **us** any information and evidence **we** need (**you** will have to pay any costs involved in this). **You** must not do anything to affect **your** case.
- 3 **You** must tell **us** about any other legal expense insurance, which **you** have to cover the same loss.
- 4 **We** will have complete control over the legal proceedings. **We** will not have to keep to any promise **you** have given without **our** approval.
- 5 If **you** do not accept any **solicitor** **we** appoint, **we** will ask the Law Society to name another **solicitor** who **we** both agree to. During this time, **we** may appoint a **solicitor** to act on **your** behalf, to protect **your** interests.

General conditions

The following general conditions apply.

1 Our rights after a claim

We can take proceedings in **your** name (at **our** own expense and for **our** own benefit) to recover from anyone else, any payment **we** have made under this section.

2 Arbitration

If there is a disagreement over the amount **we** owe **you**, **we** will pass the matter to an arbitrator who both **you** and **we** agree to. When this happens, the arbitrator must make a decision before **you** can start proceedings against **us**.

3 Fraudulent claims

If a claim is made which **you** or anyone acting on **your** behalf knows is false, fraudulent or exaggerated, **we** will not pay the claim and cover under this section will end without **our** returning **your** premium.

4 Choice of law

You and **we** can choose the law which applies to this insurance contract. Unless **we** specifically agree otherwise, this insurance will be governed by English Law.

Cancellation

You have the right to cancel **your** policy during the 14 days after:

- a **you** buy the policy; or
- b **you** receive **your** policy documents; whichever is later.

If **you** want to do so, **you** will be entitled to a full refund of the premium **you** have paid. No refund is applicable should **you** request cancellation after this period has expired.

We may cancel **your** policy by sending thirty days' written notice to **you** and provided:

- a no claims have occurred in the period of insurance
- b **we** are not cancelling because of a false declaration or fraud
- c premium is paid up to date

We will return premium proportionate to the outstanding period of insurance.

If **you** have made a claim or committed fraud or made a false declaration no refund is applicable.

Complaints procedure

It is the intention to give **you** the best possible service but if you do have any questions or concerns about this insurance or the handling of a claim **you** should in the first instance contact the Managing Director of the **administrators**. The contact details are:

The Managing Director
LawShield UK Ltd
LawShield House
850 Ibis Court
Lakeside Drive
Centre Park
Warrington
WA1 1RL

Tel 0800 731 3942
Fax 0845 077 0806
Email customerrelations@lawshield-uk.com

Please ensure **your** policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall,
Docklands,
London,
E14 9SR.

Tel: 0800 023 4567

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

Financial Services Compensation Scheme (FSCS)

Inter Partner Assistance SA is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk