

Holiday Home Ownership Legal Expenses Insurance

We are pleased to offer a stand alone legal expenses policy for 2014. **The cost of the policy is an additional £10.00 to the renewal premium detailed herein. Should you wish to purchase our legal expenses policy you must do one of the following:-**

- Paying by cheque - Add £10 to the renewal premium detailed within this renewal document.
- Paying by credit or debit card: Contact us by telephone 01204 365080 prior to renewing the policy.

Cover is not included automatically and you must add cover prior to renewing your policy. A summary of cover is provided below, a full policy wording will be issued upon settlement of the appropriate premium.

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.