

POLICY TERMS & CONDITIONS



LEGAL EXPENSES & PROPERTY DISPUTES

Legal Expenses – Property Disputes

This Insurance provides legal expenses for property owners and is available as an additional cover; **your** certificate and statement of fact will include this cover if **you** have chosen it.

Insurance Certificates are processed and issued by **Discount Insurance** a trading style of Home and Travel Ltd **authorised and regulated by the Financial Services Authority**. This can be checked on the FSA website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

This insurance is underwritten by Inter Partner Assistance S.A. and administered by Arc Legal Assistance Limited.

If **you** make a valid claim under this insurance, **we** will appoint **our** panel solicitors, or their agents, to handle **your** case. **You** are not covered for any other legal advisers' fees; unless court **proceedings** are issued or a conflict of interest arises. Where, following the start of court **proceedings** or a conflict of interest arising, **you** want to use an **adviser** of **your** own choice, **you** will be responsible for any **advisers' costs** in excess of **our standard advisers' costs**.

Claims must be reported to **us** within 180 days of the **insured incident**. Notification will only be deemed to have been made upon receipt, by **us**, of a fully completed claim form accompanied with all requested supporting documentation. Failure to notify the claim within this time will invalidate the insurance. Claims must have started after 180 days from the date that the initial policy first commenced.

The insurance covers **advisers' costs** up to the **limit of indemnity** where:

- a) The **insured incident** takes place in the **insured period** and within the **territorial limits**;
and
- b) The **proceedings** take place in the **territorial limits**.

Definitions

Wherever the following words and phrases appear in the policy they will always have these meanings:

Adviser

Our panel solicitors or their agents appointed by **us** to act for **you**.

Advisers' Costs

Reasonable legal or accountancy fees and disbursements incurred by the adviser with **our** prior written authority. Legal expenses shall be assessed on the standard basis and third party's costs shall be covered if awarded against **you** and paid on the standard basis of assessment.

Identity Fraud

A person or group of persons knowingly using a means of identification belonging to **you** without **your** knowledge or permission with intent to commit or assist another to commit an illegal act.

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

Insured Period

The period of insurance shown in the insurance certificate.

Insured Property

The building/home/private dwelling shown in the insurance certificate and declared to **underwriters**.

Limit of Indemnity

The maximum amount payable in respect of an **insured incident**.

Policy Excess

The amount that **you** are required to pay towards any claim.

Proceedings

The pursuit of civil legal cases for damages or injunctions and the defence of criminal prosecutions.

Property Owner

You, being the person who partly or wholly owns the **insured property**, as shown in the policy certificate or statement of fact.

Standard Advisers' Costs

The level of **advisers' costs** that would normally be incurred in using a nominated **adviser** of **our** choice.

Territorial Limits

England, Northern Ireland, Scotland and Wales.

Underwriters

Inter Partner Assistance S.A. who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.

We, Us/Our

Arc Legal Assistance Limited who administer claims under this insurance on behalf of the **underwriters**.

You/Your

The individual or organisation shown in the insurance certificate as the policyholder who has paid the premium and been declared to **underwriters**. If **you** die, **your** personal representatives will be covered to pursue cases covered by this insurance, on **your** behalf, that arose prior to **your** death.

Cover

The insured is only covered for the specific section of cover shown as operative in the insurance certificate.

Section 1

You are covered for **advisers' costs** to pursue:

Proceedings for nuisance or trespass against the person or organisation infringing **your** legal rights in relation to the **insured property**.

The nuisance or trespass must have commenced at least 180 days after **you** first purchased this insurance.

There is no cover for any matter arising from a dispute relating to a tenancy agreement or any other lease or licence to occupy property or land.

Section 2 (This section is only applicable to let properties)

You are covered for **advisers' costs** to defend Criminal Prosecutions brought against **you** in relation to the **insured property** under:

- a) The Gas Safety (Installation and Use) Regulations 1994*;
- b) The Furniture and Furnishings (Fire) (Safety) Amendments Regulations 1993*;
- c) The Electrical Equipment (Safety) Regulations 1994*.

*And later amending regulations or their equivalent outside of England and Wales but within the **territorial limits**.

You must take all reasonable steps to comply with the regulations and keep evidence of compliance.

Section 3

In respect of **insured incidents** arising from **identity fraud**, **you** are covered for **advisers' costs** to defend **your** legal rights and/or take reasonable steps to remove County Court Judgments against **you** that have been obtained by an organisation that **you** allege to have purchased, hired or leased goods or services from. Cover is only available if **you** deny having entered into the contract and allege **you** have been the victim of **identity fraud**.

Limit of Indemnity

£25,000 for any one claim.

Policy Excess

£Nil, if **our** panel solicitors are used. However, if **you** appoint **your** own solicitor, then the first, £250 will apply as an excess.

General Exclusions

1. There is no cover:

- a) Where **your** act, omission or delay prejudices **your** or the **underwriters'** position in connection with the **proceedings** or prolongs the length of the claim;
- b) Arising from a dispute between **you** and **your** agent or mortgage lender;
- c) Where the **insured incident** began to occur or had occurred before **you** first continuously purchased this insurance;
- d) Where **you** should reasonably have realised when purchasing this insurance that a claim under this insurance might occur;
- e) Where **you** fail to give proper or the correct information to **us** or to the **adviser**;
- f) Where **your** act or omission prejudices **yours** or the **underwriters'** position in connection with the **proceedings**;
- g) Where **you** have breached a condition of this insurance;
- h) Where **advisers' costs** have not been agreed in advance or are above those for which **we** have given **our** prior written approval;
- i) For the amount of **advisers' costs**, in excess of **our standard advisers' costs**, where **you** have decided to use an **adviser** of **your** own choice;
- j) Where a reasonable estimate of **your advisers' costs** of acting for **you** is more than the amount in dispute;
- k) For any claim which is not submitted to **us** within 180 days of the **insured incident** occurring;
- l) For **advisers' costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party;
- m) For damages, interest, fines or costs awarded in criminal courts;
- n) Where **you** have other legal costs insurance cover;
- o) For claims made by or against Discount Insurance, the **underwriters**, the **adviser** or **us**;
- p) For appeals without **our** prior written consent;
- q) Prior to the issue of court **proceedings** or unless a conflict of interest arises, for the costs of any legal representative other than those of the **adviser**.

2. There is no cover for any claim arising from:

- a) Works undertaken or to be undertaken by or under the order of any government or public or local authority;
- b) Planning law;
- c) The construction of or structural alteration to buildings;
- d) Defamation or malicious falsehood;
- e) Divorce, matrimonial matters or **proceedings** including ancillary relief, parental responsibility and contact or affiliation;
- f) Any venture for gain or business project of **your's** other than in relation to **your** activities as a property owner;
- g) A dispute between persons insured under this policy;
- h) An application for Judicial Review;
- i) A novel point of law.

3. Contracts (Rights of Third Parties) Act 1999*

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999* to enforce any term of this contract; but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

**And any amended legislation*

Conditions

1. Cancellation

You may cancel this insurance at any time by writing to and providing fourteen days written notice to Discount Insurance. Cancellation of **your** policy within 14 days, from inception, is therefore subject to a full refund.

After these 14 days cancellation of **your** insurance policy will be subject to the normal terms and conditions of the policy; however, there is no refund of premium allowable.

Discount Insurance, IPA or Arc may cancel the insurance by giving fourteen days notice in writing to **you** at **your** last known address.

No refund of premium shall be made.

2. Claims

- a) **You** must report claims as soon as reasonably possible, but in any event within 180 days of the **insured incident**, by completing and submitting the claim form with all relevant information;
- b) **You** and/or **your** agent must attend any court hearing, in relation to an **insured incident**, if requested to do so by **us** or the **adviser**. Failure to attend will result in all cover under this insurance being withdrawn with immediate effect and no further claim payments being made;
- c) **We** may investigate the claim and take over and conduct the **proceedings** in **your** name. Subject to **your** consent (which shall not be unreasonably withheld), **we** may reach a settlement of the **proceedings**;
- d) **You** must supply, at **your** own expense, all of the information which **we** reasonably require to decide whether a claim may be accepted. If court **proceedings** are required or a conflict of interest arises, and **you** wish to nominate an alternative adviser to act for **you**, **you** may do so. Where **you** have elected to use an adviser of **your** own choice, **you** will be responsible for any **advisers' costs** in excess of **our standard advisers' costs**. The adviser must:
 - Confirm in writing that he will enable **you** to comply with his obligations under this insurance;
 - Agree with **us** the rate at which his costs will be calculated. If no agreement is reached, the Law Society will be asked to nominate an adviser and this nomination shall be binding;
 - Represent **you** in accordance with **our** standard conditions of appointment;
- e) The adviser will:
 - Provide a detailed view of **your** prospects of success including the prospects of enforcing any judgment obtained;
 - Keep **us** fully advised of all developments and provide such information as **we** may require;
 - Keep **us** regularly advised of **advisers' costs** incurred;
 - Advise **us** of any offers to settle and payments in to court, submit bills for assessment or certification by the appropriate body if requested by **us**;
 - Attempt recovery of costs from third parties;
- f) In the event of a dispute arising as to **advisers' costs**, **we** may require **you** to change adviser;
- g) **Underwriters** shall only be liable for costs for work expressly authorised by **us** in writing and undertaken while there are reasonable prospects of success;
- h) **You** shall supply all information requested by the **adviser** and **us**;
- i) **You** are liable for any **advisers' costs** if **you** withdraw from the **proceedings** without **our** prior consent. Any costs already paid by **us** will be reimbursed by **you**.

3. Disputes

Any dispute between **you** and **us** shall be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator, the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act*. The costs of the arbitration will be at the discretion of the arbitrator.

**And any amended legislation*

4. Reasonable Prospects

At any time **we**, on behalf of the **underwriters**, may form the view that **you** do not have a reasonable prospect of success in the action **you** are proposing to take or are taking. If so, **we** may decline support or any further support. In forming this view **we** may take into account:

- a) The amount of money at stake; the fact that a reasonable person, without legal costs insurance, would not wish to pursue the matter;
- b) The prospects of winning the case;
- c) The prospects of being able to enforce a judgment;
- d) The fact that **your** interests could be better achieved in another way.

5. English Law

This contract is governed by English Law.

6. Language

The language for contractual terms and communication will be English.

Data Protection Act

Your personal details and details of **your** insurance cover and claims will be held by **us** and or the **underwriters** for underwriting, processing, claims handling and fraud prevention; subject to the provisions of the Data Protection Act 1998*.

**And any amended legislation*

Customer Service

Discount Insurance, Inter Partner Assistance and **us**, aim to get it right, first time, every time. If **we** make a mistake, **we** will try to put it right promptly.

If **you** are unhappy with the service that has been provided please contact Discount Insurance Customer Services Manager:

The Business Exchange
26/28 Hammersmith Grove
London
W6 7BA
Tel 020 8847 8000
Fax 020 8847 8001
Email info@discountinsurance.co.uk

You can also contact **us** at the address below. **We** will always confirm to **you**, within five working days, that **we** have received **your** complaint. Within four weeks **you** will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within eight weeks **you** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided. After eight weeks, if **you** are not satisfied with the reasons for the delay, **you** may refer **your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **you** cannot settle **your** complaint with **us**.

Our contact details are:

Arc Legal Assistance
PO Box 8921
Colchester CO4 5YD
Tel 0844 770 9000
Email enquiries@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR
Tel 08000 234 567
Email consumerhelp@fsa.gov.uk

Compensation

Underwriters and **us** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** or Inter Partner Assistance are unable to meet **our** obligations. **Your** entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/>

Authorisation

Inter Partner Assistance (IPA) is a branch of Inter Partner Assistance S.A. (IPA SA) based in Belgium. IPA SA is authorised by the Commission Bancaire, Financiere et des Assurance (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Services Authority here in the UK. Their FSA Register number is 202664. Their regulative activities are Miscellaneous Financial Loss, Legal Expenses and Assistance.

IPA is a member of the Association of British Insurers.

IPA address details are:
Inter Partner Assistance
The Quadrangle
106-118 Station Road
Redhill
Surrey RH1 1PR
Registered No: FC008998

We are authorised and regulated by the Financial Services Authority. **Our** FSA Register number is 305958. **Our** permitted business is arranging with a view to transactions in non-investment insurance contracts, arranging (bringing about) non-investment insurance contracts, advising on non-investment insurance contracts, dealing, as an agent, in non-investment insurance contracts and assisting in the administration and performance of non-investment insurance contracts. **You** can check this on the FSA's register by visiting the website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234

Telephone legal advice line

Use the 24 hour advisory service for telephone advice on any legal problem of concern to **you** in connection with the **insured property**.

Specialist lawyers are at hand to help **you**. If **you** need a lawyer to act for **you** and **your** problem is covered under this insurance, the advice line will ask **you** to complete a claim form. If **your** problem is not covered under this insurance, the advice line may be able to offer **you** assistance under a private funding arrangement.

Simply telephone *0844 770 1044* and quote "Discount Insurance Legal Expenses - Property Disputes".

In order to maintain quality service, telephone calls may be monitored or recorded.

To make a claim

Claims must be notified to the Claims Line within 180 days of the **insured incident**. Failure to notify the claim within this time will invalidate the insurance cover.

This insurance only covers legal fees incurred by **our** panel solicitors or their agents appointed by **us** until court **proceedings** are issued. If court **proceedings** are issued or a conflict of interest arises, **you** may nominate another solicitor to act for **you**.

As soon as **you** have a legal problem that **you** may require assistance with under this insurance, **you** should telephone the legal advice line.

In general terms, **you** are required to immediately notify **us** of any potential claim or circumstances which may give rise to a claim. If **you** are in doubt whether a matter constitutes a notifiable claim or circumstance, **you** should contact the legal advice line for assistance.

Claims Line

You should telephone *0844 770 1044* and quote "Discount Insurance Legal Expenses - Property Disputes".

A claim form will be sent out by e-mail, fax or post within 24 hours. The claim form is required to be completed and returned along with supporting documentation within five days of it being received. To maintain an accurate record, **your** telephone calls may be recorded.

Claim forms can also be obtained from:

<http://www.arclegal.co.uk/informationcentre/index.php>

What happens next:

Our panel solicitors or their agents will be appointed to act for **you**.

You or **your** agent must give all information requested by **us** or the **adviser** within five days of receiving the request for that information.

You or **your** agent must attend any court hearing if requested by the **adviser**.

This claims procedure should be read in conjunction with the main terms and conditions of the insurance.

Discount Insurance is a leading provider of insurance products and services to the commercial and residential lettings market and provides this policy on behalf of leading UK Insurers.

With our expertise, commitment to customer care and consistent quality service, you can rely on Discount Insurance for lasting security and comprehensive products.

Ask about Discount Insurance range of products & services which include:

LANDLORD BUILDINGS AND CONTENTS INSURANCE

OWNER OCCUPIED

LANDLORD RENT & LEGAL PROTECTION

COMMERCIAL PROPERTIES INSURANCE

COMMERCIAL BUSINESS OWNER INSURANCE

TENANT CONTENTS INSURANCE

UK & EU HOLIDAY HOMES

CARAVAN INSURANCE

TRAVEL INSURANCE

BREAKDOWN INSURANCE

PET INSURANCE

TENANT REFERENCING



Financial
Ombudsman
Service

DISCOUNT INSURANCE

The Business Exchange,
26/28 Hammersmith Grove
London, W6 7BA
Tel: 020 8847 8000
Fax: 020 8847 8001

Home and Travel Limited are registered in England and Wales Reg No. 7270270 and are authorised and regulated by the Financial Services Authority 533383. The registered office is 84 Devonshire Road, Chiswick, London W4 2HS.