

# MARINE LIVE ABOARD LEGAL PROTECTION POLICY WORDING LEIML/04/14

Marine Live Aboard Legal Protection provides:

- Assistance Helplines including legal advice
- Insurance for legal costs for certain types of disputes

## ASSISTANCE HELPLINE SERVICES

### Legal and Claims Advice Line

**You** may use the advisory service for telephone advice on any legal problem of concern relating to the **Vessel** or to report a claim under this insurance.

Specialist solicitors are at hand to help. If **You** need a solicitor to act for **You** and / or **You** have any other problem which 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 on a non-insured basis.

**You** should telephone:

- For claims under Section 1 Marine Legal Expenses: **0844 770 1085** and quote "**LEIM/04/14**" for assistance.
- For claims under Section 2 Family Legal Expenses: **0844 770 1040** and quote "**LEIM/04/14**" for assistance.

### Emergency Breakdown Technical Advice Line

**You** should contact the 24/7 Breakdown Technical Advice Line following mechanical breakdown for advice on how to repair the mechanical problem. If the problem cannot be fixed over the telephone, where available, assistance may be provided to attend to the **Vessel** and attempt to repair the breakdown.

This is a technical helpline only. There is no insurance cover under this helpline for any costs associated with attending and repairing the **Vessel** and no guarantee that attendance to the **Vessel** will be available. If attendance to the **Vessel** is provided the costs will not be covered under this insurance other than where described in the **Breakdown Costs** section of cover. If the **Breakdown Costs** section of cover does apply **You** will be responsible for paying any costs to the engineer and reclaiming these under the terms of this policy.

In the event of attendance to the **Vessel** via this service **You** will be required to subscribe to an annual mechanical breakdown assistance contract with Sea Start Ltd. The cost of subscription is not covered under the insurance policy.

To access this service telephone **0844 770 1081** and quote "**LEIML/04/14**" for assistance.

### Marine Assistance

**You** can use this 24/7 service to source the details of up to three local contractors for **You** to contact **Yourself** to assist **You** with repairs to the **Vessel** in the event of a breakdown.

A message forwarding service is also included, enabling a message to be passed on to friends, family or work colleagues if required, following a breakdown.

**You** should telephone **0844 770 1091** and quote "**LEIML/04/14**" for assistance.

Please bear in mind when using this service that marine contractors are generally not available 24/7 and it cannot be guaranteed that the contractors for whom details have been provided will be available.

If anyone is injured or life is in danger **You** should call the emergency services directly.

### Travel Concierge & Personal Risk Advice Line

**You** can access the 24/7 Concierge and Risk Advice Line for help with booking travel arrangements, local hotels, restaurants and theatre tickets etc. Translation services can also be provided as well as medical information on planned destinations.

The service also has up to date access to destination risk profiles and can provide practical advice on personal safety tips.

To access this service telephone **0844 770 1082** and quote "**LEIML/04/14**" for assistance.

## Lifestyle Counselling Helpline & Online Support Service

This service can help with a range of problems from practical everyday matters to sensitive or emotional issues. **Our** specialists will help **You** deal with personal relationship problems, problems with colleagues in the workplace and other issues affecting **Your** general wellbeing.

Counsellors and information specialists are also trained to help **You** with practical problems like debt.

The helpline is complemented by a comprehensive online information and support service, through which **You** can access information and advice on a range of issues and problems which often impact on everyday life. Topics are diverse and include relationships, childcare issues, consumer issues, stress, health and fitness. Information is updated regularly by a team of experienced counsellors and information specialists.

**You** can access the Lifestyle Counselling Helpline on **0844 770 1036** or **You** can access the Online Support Service by visiting [www.arclegal.co.uk/carefirst](http://www.arclegal.co.uk/carefirst) where **You** will be required to enter a username and password which are available from **Your** broker.

## TOTAL LEGAL

**Your** policy provides **You** with the Total Legal package, which aims to address any legal issue **You** might have that is not covered under **Your** Family Legal Protection policy. The package provides the following benefits:

### Additional Legal Services

In this package **Our** aim is to provide a wide ranging insured legal service. Inevitably there are areas where it is not possible to insure legal costs in particular those which everybody at some time faces, but which are nevertheless often expensive and sometimes unexpected. Examples are:-

- Legal costs arising from the sale or purchase of the home and re-mortgaging;
- Divorce and child custody issues;
- Wills and probate

To help **You** deal with these and other matters which may arise **We** are able to give **You** access to discounted legal services provided by **Us** in partnership with **Our** panel solicitors. **Our** panel solicitors are one of the country's leading law firms with expertise in all areas where assistance is likely to be required.

If **You** would like to make use of the service please contact the number above for an initial telephone consultation which will be provided at no cost to **You**. **Our** panel solicitors will give **You** a quotation for the likely cost of their representation and it will then be **Your** decision whether **You** appoint them to act for **You**.

## TERMS OF COVER

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by Inter Partner Assistance SA, on whose behalf **We** act.

If a claim is accepted under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **Conflict of Interest** arises. Where it is necessary to start court proceedings or a **Conflict of Interest** arises and **You** want to use a legal representative of **Your** own choice, **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**.

The insurance covers **Advisers' Costs** as detailed under the separate sections of cover, up to the **Maximum Amount Payable**, where:

- a) The **Insured Incident** takes place in the **Insured Period** and within the **Territorial Limits**; and
- b) The **Legal Action** takes place within the **Territorial Limits**.

This insurance does not provide cover where something **You** do or fail to do prejudices **Your** position or the position of the **Insurer** in connection with the **Legal Action**.

## DEFINITIONS

Where the following words appear in bold they have these special meanings.

<b>Adviser</b>	<b>Our</b> specialist panel solicitors or their agents appointed by <b>Us</b> to act for <b>You</b> , or, where agreed by <b>Us</b> , another legal representative nominated by <b>You</b> .
<b>Advisers' Costs</b>	Legal fees and costs incurred by the <b>Adviser</b> . Third party's costs shall be covered if awarded against <b>You</b> .
<b>Breakdown Costs</b>	Call out costs, the cost of parts and labour charges incurred by a suitably qualified marine engineer or technician.

<b>Conflict of Interest</b>	There is a conflict of interest if <b>We</b> administer and / or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.										
<b>Contract of Employment</b>	A contract of service, whether express or implied, and (if it is express) whether oral or in writing.										
<b>Emergency Expenses</b>	Standard class travelling costs incurred by <b>You</b> .										
<b>Employee</b>	An individual who has entered into or works under (or, where the employment has ceased, worked under) a <b>Contract of Employment</b> .										
<b>Excess</b>	<p>The amount that <b>You</b> must pay towards the costs of any claim as stated below:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>Cover 1a, 1b, 1c &amp; 1d</td> <td>£1,000 unless <b>You</b> agree to appoint <b>Our</b> panel solicitor to act for <b>You</b> in which case it will be Nil</td> </tr> <tr> <td>Cover 2d</td> <td>£250</td> </tr> <tr> <td>All other sections</td> <td>Nil</td> </tr> </table> <p>The <b>Excess</b> shall be paid to, and at the request of, the <b>Adviser</b>.</p>			Cover 1a, 1b, 1c & 1d	£1,000 unless <b>You</b> agree to appoint <b>Our</b> panel solicitor to act for <b>You</b> in which case it will be Nil	Cover 2d	£250	All other sections	Nil		
Cover 1a, 1b, 1c & 1d	£1,000 unless <b>You</b> agree to appoint <b>Our</b> panel solicitor to act for <b>You</b> in which case it will be Nil										
Cover 2d	£250										
All other sections	Nil										
<b>Home Berth</b>	The mooring location that is shown in <b>Your</b> insurance schedule, or where it is not shown, <b>Your</b> permanent mooring that <b>You</b> own or that <b>You</b> are contracted to pay for.										
<b>Identity Fraud</b>	A person or group of persons knowingly using a means of identification belonging to <b>You</b> or the <b>Vessel</b> without <b>Your</b> knowledge or permission with intent to commit or assist another to commit an illegal act.										
<b>Insured Incident</b>	<p>The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one <b>Insured Incident</b> shall be deemed to have arisen from all causes of action, incidents or events that are related by cause.</p> <p>In a claim arising from <b>Identity Fraud</b> the <b>Insured Incident</b> is a single act or the start of a series of single acts against <b>You</b> by one person or group of people.</p>										
<b>Insured Period</b>	One year from the inception or renewal date shown on <b>Your</b> insurance schedule.										
<b>Legal Action</b>	<ul style="list-style-type: none"> <li>The pursuit or defence of civil legal cases for damages and / or injunctions, specific performance; or</li> <li>The defence of criminal prosecutions arising from <b>Your</b> ownership or use of the <b>Vessel</b> or to do with <b>Your</b> employment</li> </ul>										
<b>Maximum Amount Payable</b>	<p>The maximum payable in respect of an <b>Insured Incident</b>. As stated below:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>Cover 1a, 1b, 1c &amp; 1d</td> <td>£100,000</td> </tr> <tr> <td>Cover 1e</td> <td>£200</td> </tr> <tr> <td>Cover 1f</td> <td>£500</td> </tr> <tr> <td>All other sections</td> <td>£25,000</td> </tr> </table>			Cover 1a, 1b, 1c & 1d	£100,000	Cover 1e	£200	Cover 1f	£500	All other sections	£25,000
Cover 1a, 1b, 1c & 1d	£100,000										
Cover 1e	£200										
Cover 1f	£500										
All other sections	£25,000										
<b>Standard Advisers' Costs</b>	The level of <b>Advisers' Costs</b> that would normally be incurred in using a nominated <b>Adviser</b> of <b>Our</b> choice.										
<b>Territorial Limits</b>	Cover 1a	The cruising range area shown in the policy to which this cover attaches									
	Cover 1b & 1c	The cruising range area shown in the insurance policy to which this cover attaches but within the European Union, the Azores, the Isle of Man, the Canary Islands, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Madeira, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland, Turkey and countries bordering the Mediterranean and including waterways connecting any of these countries.									
	Covers 1d, 1e & 1f	Member states of the European Union, the Channel Islands and the Isle of Man.									
	All other sections	The United Kingdom, the Channel Islands and the Isle of Man									
<b>Underwriters</b>	Inter Partner Assistance SA who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.										
<b>Vessel</b>	The vessel insured under the policy to which this cover attaches and which has been declared to <b>Us</b> and for which the premium has been paid.										
<b>We/Us/Our</b>	Arc Legal Assistance Ltd.										
<b>You/Your/ Yourself</b>	Cover 1a, 1c & 1f	The owner of the Vessel and any									

			authorised skipper, crew or guests.	
		Cover 1b, 1d & 1e	The owner of the <b>Vessel</b> .	
		All other cover	The owner of the <b>Vessel</b> and <b>Your</b> family members who reside on the <b>Vessel</b> with <b>You</b> .	

## COVER

### 1 Marine Legal Expenses

#### 1a Uninsured Loss Recovery and Personal Injury Pursuit

##### What is insured:

**Advisers' Costs** to pursue damages claims arising from a collision, impact, fire or flooding:

- i) Whilst **You** are on, boarding or alighting the **Vessel** against those whose negligence has caused **Your** injury or death; and / or
- ii) Against those whose negligence has caused **You** to suffer loss of **Your** insurance policy excess or other out of pocket expenses.

##### What is not insured:

##### Claims:

- For a **Legal Action** pursued against the owner or skipper of the **Vessel**, or guests aboard the **Vessel** at the time of the **Insured Incident**;
- For stress, psychological or emotional injury.

#### 1b Contract Disputes

##### What is insured:

**Advisers' Costs** to pursue or defend a **Legal Action** following a breach of a contract **You** have for buying goods or services in connection with the **Vessel** including the purchase or sale of the **Vessel**.

##### What is not insured:

##### Claims:

- For **Advisers' Costs** where the legal jurisdiction of the contract is outside of the **Territorial Limits**;
- For disputes arising prior to **You** taking delivery of the **Vessel**;
- For disputes arising from any commercial activity or venture for gain in connection with the **Vessel** including chartering.

#### 1c Prosecution Defence

##### What is insured:

**Advisers' Costs** to defend a **Legal Action** in respect of a criminal offence arising from **Your** ownership or use of the **Vessel**. Pleas in mitigation are covered where there is a more than 50% prospect of such a plea materially affecting the likely outcome.

##### What is not insured:

##### Claims:

- For **Advisers' Costs** to defend a **Legal Action** arising from allegations of dishonesty or committing deliberate, or reckless acts, or whilst being in control of the **Vessel** whilst under the influence of alcohol or drugs;
- Where **You** are entitled to public funding.

#### 1d Identity Fraud

##### What is insured:

- **Advisers' Costs** incurred in dealing with organisations that have been fraudulently applied to for credit, goods or services in **Your** name or which are seeking monies from **You** as a result of **Identity Fraud**;
- **Advisers' Costs** incurred in liaising with credit referencing agencies and all other relevant organisations necessary on **Your** behalf to advise that **You** have been the victim of **Identity Fraud**;
- **Advisers' Costs** to defend **Your** legal rights and / or take reasonable steps to remove County Court Judgements against **You** that have been obtained by an organisation that **You** are alleged to have purchased, hired or leased goods or services from where **You** deny having entered in to the contract and alleges that **You** have been the victim of **Identity Fraud**;
- **Advisers' Costs** to defend a **Legal Action** arising from use of the **Vessel's** identity by another person or organisation without **Your** permission.

##### What is not insured:

##### Claims:

- For any financial losses incurred by **You** as a result of **Identity Fraud** other than **Advisers' Costs**;
- Where **You** are not the victim of **Identity Fraud**;
- Where the **Identity Fraud** has been committed by somebody **You** live with;
- Where **You** did not take action to prevent **Yourself** from further instances of **Identity Fraud** following an **Insured Incident**.

## 1e Breakdown Costs

### What is insured:

**Breakdown Costs You** have incurred following a mechanical breakdown to the **Vessel** which renders it unseaworthy whilst away from the **Vessel's Home Berth**.

### What is not insured:

#### Claims:

- For any **Breakdown Costs** incurred by **You** in repairing the mechanical breakdown **Yourself**;
- For disputes arising from any commercial activity or venture for gain in connection with the **Vessel** including chartering.

## 1f Emergency Expenses

### What is insured:

In the event that the **Vessel** is damaged whilst overseas, in an accident following a collision, impact, fire or flooding rendering it unseaworthy:

- i) **Emergency Expenses** to return to the United Kingdom (UK), Channel Islands (CI) or the Isle of Man (IoM);
- ii) **Emergency Expenses** to return to the repaired **Vessel** within four months of the date of the original incident, in order to return the **Vessel** to the UK, CI, IOM or continue with **Your** original journey.

### What is not insured:

Claims for **Emergency Expenses** unless **You** have claimed under the insurance policy to which this cover attaches for the repairs to the **Vessel** and that claim has been accepted.

## 2 Family Legal Expenses

### 2a Personal Injury Pursuit

#### What is insured:

**Advisers' Costs** to pursue a **Legal Action** for financial compensation for damages following an accident resulting in **Your** personal injury or death against the person or organisation directly responsible.

#### What is not insured:

##### Claims:

- Arising from medical or clinical treatment, advice, assistance or care;
- Arising from stress, psychological or emotional injury;
- Arising from illness, personal injury or death caused gradually and not caused by a specific sudden event;
- Involving a motor vehicle owned by **You** or which **You** are legally responsible for.

### 2b Contract Disputes

#### What is insured:

**Advisers' Costs** to pursue a **Legal Action** following a breach of a contract **You** have for:

- (i) buying or renting goods or services for **Your** private use; or
- (ii) selling goods (in a private capacity) for the private and personal use of another person.

#### What is not insured:

##### Claims:

- Where the contract must be made before **You** first purchased this insurance;
- Where the amount in dispute is less than £250 plus VAT;
- Involving a motor vehicle owned by **You**;
- In respect of works undertaken or to be undertaken by or under the order of any government, public or local authority;
- Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **You**;
- Involving a venture for gain by **You** or **Your** business partners.

### 2c Employment Disputes

#### What is insured:

**Advisers' Costs** to pursue a **Legal Action** brought before an Employment Tribunal (or its equivalent in Scotland or Northern Ireland) against an employer or ex-employer for breach of **Your Contract of Employment** as an **Employee**.

#### What is not insured:

##### Claims:

- Where the breach of contract occurred within the first 90 days after **You** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began;

- For a dispute with an employer or ex-employer unless it is pursued in an Employment Tribunal (or its equivalent in Scotland or Northern Ireland);
- For **Advisers' Costs** of any disciplinary investigatory or grievance procedure connected with **Your Contract of Employment** or the costs associated with any compromise agreement;
- Where the breach of contract is alleged to have commenced or to have continued after termination of **Your** employment;
- For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment;
- For **Advisers' Costs** awarded by an Employment or Employment Appeals Tribunal that **You** are ordered or agree to pay.

## 2d Property Infringement

### What is insured:

**Advisers' Costs** to pursue a **Legal Action** for nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to **Your** main home. The nuisance or trespass must have started at least 180 days after **You** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

### What is not insured:

#### Claims:

- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority;
- In connection with the **Vessel** unless it is **Your** main home;
- In connection with any divorce or matrimonial matter.

## 2e Property Damage

### What is insured:

**Advisers Costs** to pursue a **Legal Action** for damages against a person or organisation that causes physical damage to **Your** main home.

### What is not insured:

#### Claims:

- Where the damage was caused before **You** first purchased this insurance;
- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority;
- In respect of a contract **You** have entered into;
- Directly or indirectly arising from:
  - i) Subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building;
  - ii) Heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground;
  - iii) Land slip meaning downward movement of sloping ground;
  - iv) Mining or quarrying;
- In connection with the **Vessel** unless it is **Your** main home.

## 2f School Admissions

### What is insured:

**Advisers' Costs** to appeal against the decision of a Local Education Authority (LEA) arising out of the LEA's failure to conform to its published admission policy, which leads to **Your** child or children being refused entry at the state school of **Your** choice.

### What is not insured:

#### Claims:

- Arising where examinations or other selection criteria are part of the acceptance process;
- Where the process for appealing against the decision to refuse a place at the school has not been adhered to;
- Where the child has been suspended, expelled or permanently excluded from another school.

## 2g Legal Defence

### What is insured:

- a) **Advisers Costs** in a **Legal Action** to defend **Your** legal rights in the following circumstances arising out of **Your** work as an **Employee**:
  - i) Prior to being charged when dealing with the police or Health & Safety Executive or others with the power to prosecute;
  - ii) In a prosecution brought against **You** in a court of criminal jurisdiction;
  - iii) In a civil action brought against **You** for compensation under section 13 of the Data Protection Act 1998;
  - iv) In civil proceedings brought against **You** under legislation for unlawful discrimination.
- b) **Advisers Costs** in a **Legal Action** to defend **Your** legal rights arising out of a formal investigation or disciplinary hearing brought against **You** by any trade association or professional or regulatory body.

### What is not insured:

#### Claims:

- For alleged road traffic offences where **You** did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of alcohol or non prescribed drugs;
- For **Advisers Costs** where **You** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy;

- For parking offences which cannot lead to penalty points on **Your** licence following an allegation of violence or dishonesty;
- For **Advisers' Costs** incurred in excess of any costs **You** are able to recover under a Defendants Costs Order.

## 2h Social Media Defamation

### What is insured:

Following defamatory comments made about **You** through a social media website, **Advisers' Costs** to write one letter to the provider of the Social Media website requesting that the comments are removed. Where the authors' identity of the defamatory comments is known, **You** are also covered for **Advisers' Costs** to write one letter to the author requesting that the comments are removed from the social media website.

### What is not insured:

Claims where **You** are not aged 18 years or over.

## GENERAL EXCLUSIONS

### 1. There is no cover where:

- You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed;
- An estimate of the **Advisers' Costs** is more than the amount in dispute;
- Advisers' Costs** or any other costs and expenses incurred have not been agreed in advance or are above those for which **We** have given **Our** prior written approval;
- Your Vessel's** insurers repudiate the hull insurance policy or refuse indemnity due to **Your** alleged false or fraudulent behaviour.

### 2. There is no cover for any claim directly or indirectly arising from:

- A dispute about either the amount **Your** insurance company should pay to settle an insurance claim or the way a claim should be settled;
- A dispute between persons insured under this policy;
- An application for a judicial review;
- Defending or pursuing new areas of law or test cases;
- A lease or licence to use property or land;
- Constructing buildings or altering their structure;
- Planning law.

### 3. There is no cover for claims:

- Over loss or damage where that loss or damage is insured under any other insurance;
- Made by or against **Your** insurance adviser, the **Underwriters**, the insurers of the policy to which this cover attaches, the **Adviser** or **Us**.

### 4. 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.

## CONDITIONS

### 1. Cancellation

**You** may cancel this insurance at any time by writing to **Your** insurance advisor providing fourteen days written notice. If **You** exercise this right within 14 days of taking out this insurance, **You** will receive a refund of premium provided **You** have not already made a claim against the insurance.

**We** may cancel the insurance by giving fourteen days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. No refund of premium shall be made.

We will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- Where **We** have a reasonable suspicion of fraud;
- You use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers.

### 2. Claims

- You** must notify claims as soon as reasonably possible and within 180 days of the **Insured Incident**. **We** will provide **You** with a claim form which must be returned promptly with all relevant information.
- We** may investigate the claim and take over and conduct the **Legal Action** in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the **Legal Action**.
- You** must supply at **Your** own expense all of the information which **We** require to decide whether a claim may be accepted. Where it is necessary to start court proceedings or a **Conflict of Interest** arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment available on request.

- d) The **Adviser** will:
- i) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgement obtained;
  - ii) Keep **Us** fully advised of all developments and provide such information as **We** may require;
  - iii) Keep **Us** regularly advised of **Advisers' Costs** incurred;
  - iv) Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted there shall be no further cover for **Advisers' Costs** unless **We** agree in **Our** absolute discretion to allow the case to proceed;
  - v) Submit bills for assessment or certification by the appropriate body if requested by **Us**;
  - vi) Attempt recovery of costs from third parties.
- e) In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**.
- f) **Underwriters** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are reasonable prospects of success.
- g) **You** shall supply all information requested by the **Adviser** and **Us**.
- h) **You** are responsible for any **Advisers' Costs** if **You** withdraw from the **Legal Action** without **Our** prior consent. Any costs already paid by **Us** will be reimbursed by **You**.

### 3. Disputes

Subject to **Your** right to refer a complaint to the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **Us** may, where **We** both agree, 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.

### 4. Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake;
- b) Being able to enforce a judgment;
- c) Being able to achieve an outcome which best serves **Your** interests.

### 5. English Law and Language

This contract is governed by English Law and the language for contractual terms and communication will be English.

### 6. Other insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

## CUSTOMER SERVICES INFORMATION HOW TO MAKE A CLAIM

As soon as **You** have a problem that **You** may require assistance with under this insurance **You** should telephone the legal and claims 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 any doubt whether a matter constitutes a notifiable claim or circumstance, **You** should contact the legal and claims advice line for assistance. The helpline will ask **You** to complete and submit a claim form online by visiting [www.arclegal.co.uk/informationcentre](http://www.arclegal.co.uk/informationcentre). Alternatively they will send a claim form to **You**. If **Your** problem is not covered under this insurance, the helpline may be able to offer **You** assistance under a private funding arrangement.

#### Data Protection Act

**Your** 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.

#### Customer Service

**We** aim to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right straightaway.

If **You** are unhappy with the service that has been provided, **You** should 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 has not been resolved as yet plus an indication of when **You** will receive a final response. 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 **You** will receive a final response. After eight weeks, if **You** are unhappy with 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 Ltd

PO Box 8921

Colchester

CO4 5YD  
Tel 0844 770 9000  
Email: [claims@arclegal.co.uk](mailto:claims@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 [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

### **Compensation**

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** or Inter Partner Assistance cannot 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/> or by telephoning 0800 678 1100.

### **Authorisation**

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. **Our** Firm Reference Number is 305958. **You** can check this on the FCA's register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768.

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ('IPA'). IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Conduct Authority's register under number 202664. **You** can check this by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

IPA's address details are:

Inter Partner Assistance

The Quadrangle

106-118 Station Road

Redhill

Surrey RH1 1PR

Registered Branch No: FC008998