

MARINE LEGAL PROTECTION POLICY WORDING LEIM/04/14

Marine 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 **0344 770 1085** 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 **0344 770 1081** and quote “**LEIML/04/14**” for assistance.

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 **0344 770 1082** and quote “**LEIML/04/14**” for assistance.

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.

| | | | | | | | | | |
|---------------------------------|---|--|--|-------------------|---|------|------|---|-------|
| Adviser | Our specialist panel solicitors or their agents appointed by Us to act for You , or, where agreed by Us , another legal representative nominated by You . | | | | | | | | |
| Advisers' Costs | Legal fees and costs incurred by the Adviser . Third party's costs shall be covered if awarded against You . | | | | | | | | |
| Breakdown Costs | Call out costs, the cost of parts and labour charges incurred by a suitably qualified marine engineer or technician. | | | | | | | | |
| Conflict of Interest | There is a conflict of interest if We 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. | | | | | | | | |
| Emergency Expenses | Standard class travelling costs incurred by You . | | | | | | | | |
| Excess | <p>The amount that You must pay towards the costs of any claim as stated below:</p> <table border="1" data-bbox="619 546 1251 667"> <tr> <td>Cover 1, 2, 3 & 4</td> <td>£1,000 unless You agree to appoint Our panel solicitor to act for You in which case it will be Nil</td> </tr> <tr> <td>5, 6</td> <td>Nil</td> </tr> </table> <p>The Excess shall be paid to, and at the request of, the Adviser.</p> | | | Cover 1, 2, 3 & 4 | £1,000 unless You agree to appoint Our panel solicitor to act for You in which case it will be Nil | 5, 6 | Nil | | |
| Cover 1, 2, 3 & 4 | £1,000 unless You agree to appoint Our panel solicitor to act for You in which case it will be Nil | | | | | | | | |
| 5, 6 | Nil | | | | | | | | |
| Home Berth | The mooring location that is shown in Your insurance schedule, or where it is not shown, Your permanent mooring that You own or that You are contracted to pay for. | | | | | | | | |
| Identity Fraud | A person or group of persons knowingly using a means of identification belonging to You or the Vessel 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. | | | | | | | | |
| Insured Period | One year from the inception or renewal date shown on Your insurance schedule. | | | | | | | | |
| Maximum Amount Payable | <p>The maximum payable in respect of an Insured Incident. As stated below:</p> <table border="1" data-bbox="619 1061 1251 1160"> <tr> <td>Cover 1, 2, 3, 4</td> <td>£100,000</td> </tr> <tr> <td>5</td> <td>£200</td> </tr> <tr> <td>6</td> <td>£1500</td> </tr> </table> <p>If You die Your personal representatives will be covered to pursue cases covered by this insurance on behalf of You, which arose prior to Your death.</p> | | | Cover 1, 2, 3, 4 | £100,000 | 5 | £200 | 6 | £1500 |
| Cover 1, 2, 3, 4 | £100,000 | | | | | | | | |
| 5 | £200 | | | | | | | | |
| 6 | £1500 | | | | | | | | |
| Legal Action | The pursuit or defence of civil legal cases for damages and / or injunctions, specific performance or the defence of criminal prosecutions arising from Your ownership or use of the Vessel | | | | | | | | |
| Standard Advisers' Costs | The level of Advisers' Costs that would normally be incurred in using a nominated Adviser of Our choice. | | | | | | | | |
| Territorial Limits | Cover 1 | The cruising range area shown in the policy to which this cover attaches | | | | | | | |
| | Cover 2 & 3 | 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. | | | | | | | |
| | All other Cover | Member states of the European Union, the Channel Islands and the Isle of Man. | | | | | | | |
| Underwriters | Inter Partner Assistance SA who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group. | | | | | | | | |

| | | | |
|---------------------------|--|-----------------|--|
| Vessel | The vessel insured under the policy to which this cover attaches and which has been declared to Us and for which the premium has been paid. | | |
| We/Us/Our | Arc Legal Assistance Ltd. | | |
| You/Your/ Yourself | | Cover 1, 3 & 6 | The owner of the Vessel and any authorised skipper, crew or guests. |
| | | All other cover | The owner of the Vessel . |

COVER

1 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

2 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

3 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

4 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**

5 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

6 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:

- Emergency Expenses** to return to the United Kingdom (UK), Channel Islands (CI) or the Isle of Man (IoM)
- 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.

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

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.
- The **Adviser** will:
 - Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgement 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. 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;
 - Submit bills for assessment or certification by the appropriate body if requested by **Us**;
 - Attempt recovery of costs from third parties
- In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**.

Underwriters shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are reasonable prospects of success.

You shall supply all information requested by the **Adviser** and **Us**

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:

- Being able to recover the amount of money at stake;
- Being able to enforce a judgment;
- 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. 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 01206 615 000
Email: customerservice@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9GE
Email: complaint.info@financial-ombudsman.org.uk
Telephone 0300 123 9123
www.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 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 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