

KGM Marine Livaboard

Insurance Product Information Document

Company: KGM Underwriting Services Limited who are authorised & regulated by the Financial Conduct Authority, No: 799643. Registered in England & Wales, No: 10581020. Registered Office: 2nd Floor St James House, 27-43 Eastern Road, Romford, Essex, RM1 3NH.

Product: Family Legal Protection

This insurance is managed and provided by Arc Legal Assistance Limited and underwritten by AmTrust Europe Limited.

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958.

AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189.

This document summarises the key features of your insurance policy. It is not tailored to individual needs and so may not provide all the information relevant to your cover requirements. Complete pre-contractual and contractual information is provided in other documents.

What is this type of insurance?

Family Legal Protection provides insurance to cover up to:

- o £25,000 for advisers' costs for certain types of legal action(s) as detailed in this document, your policy wording and your insurance schedule.



What is insured?

We'll cover a legal advisers' costs to help you pursue or defend a claim in the following situations:

- ✓ **Personal Injury Pursuit:** 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.
- ✓ **Contract Disputes:** To pursue a legal action following a breach of a contract you have for buying or renting goods or serviced for your private use; or selling goods (in a private capacity) for the private and personal use of another person.
- ✓ **Employment Disputes:** 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.
- ✓ **Property Infringement:** To pursue a legal action for nuisance or trespass against the person or organisation infringing your legal rights in relation to your main home.
- ✓ **Property Damage:** To pursue a legal action against a person or organisation that causes physical damage to your main home.
- ✓ **School Admissions:** To appeal against the decision of a Local Education (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.
- ✓ **Legal Defence:**
 - a) To defend your legal rights in the following circumstances arising out of your work as an employee:



What is not insured?

The policy does not provide cover for:

- ✗ **Pre-inception incidents:** We won't cover events that started before the policy began.
- ✗ **Prospects of success:** We won't cover any legal action if there are not prospects of success. This is where the likelihood of winning is less than 50%.
- ✗ **Minimum amount in dispute:** We won't cover claims for Contract Disputes if the amount in dispute is less than £250 (plus VAT). We also won't cover claims where the amount in dispute is lower than the estimated advisers' costs to act for you.
- ✗ **Conflicts:** We will not cover any claims relating to disputes with anyone else insured under the policy nor any costs covered by another insurance policy.
- ✗ **Approved Costs:** We will not cover any advisers' costs or any other costs and expenses incurred which have not been agreed in advance or are above those for which we have given our prior written approval.



Are there any restrictions on cover?

- ! **Excess:** You are responsible for the first £250 of any claim under the Property Infringement section of cover.
- ! **Qualifying period:** There is 90 day qualifying period for claims for Employment, and a 180 day qualifying period for claims for Property Infringement. We will not cover any incidents arising within this time.
- ! **Your own advisers' costs:** Once court proceedings are issued, or in the event that a conflict of interest arises; you're welcome to use your own legal representative, but we won't cover any costs in excess of our standard advisers' rates.
- ! **Withdrawn claims:** If you withdraw from the legal action without our consent, you're responsible for any advisers' costs.

- 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 against you under legislation for unlawful discrimination.
- b) To defend your legal rights arising out of a formal investigation or disciplinary hearing brought against you by any trade or professional or regulatory body.

✓ **Social Media Defamation:** Following defamatory comments made about you through a social media website, advisers' costs to write one letter to the provider of the website requesting that the comments are removed. Where the authors' identity 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.



Where am I covered?

- ✓ Claims which arise, or where proceedings are brought in The United Kingdom, the Channel Islands and the Isle of Man.



What are my obligations?

- You must notify claims as soon as reasonably possible once you become aware of the insured incident and within no more than 180 days of you becoming aware of the insured incident.
- You must supply, at your own expense, all of the information which we reasonably require to decide whether a claim may be accepted.
- You shall supply all information requested by the adviser and us.
- You must gain our consent before incurring any legal advisers' costs.



When and how do I pay?

For full details of when and how to pay, you should contact your insurance adviser



When does the cover start and end?

From the start date you select, for 12 months



How do I cancel the policy?

You can cancel this insurance at by contacting your insurance adviser.