

MARINE PLEASURECRAFT 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.

Health and Medical Information Service

You can access the 24/7 Health and Medical line to obtain information on general health issues, and non-diagnostic information on medical matters. Information can be given on a wide variety of topics and on resources that provide further support.

To access this service telephone **0344 770 1036** 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 AmTrust Europe Limited, 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, **Advisers' Costs** payable by **Us** are limited to no more than (a) **Our Standard Advisers' Costs**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs regime, whichever is the lower amount.

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

- a) The **Insured Event** 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**.

IMPORTANT CONDITIONS

If **You** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this section are contained under the 'Conditions' section below and should be read carefully. Some of the main conditions to this insurance are that:

Prospects of Success

There must be more than a 50% chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not more than a 50% chance of success then **We** may decline or discontinue support for **Your** case.

Proportional Costs

An estimate of the **Advisers' Costs** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Advisers' Costs** will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

Duty of Disclosure

Consumer

If this policy covers **You** as a private individual, unrelated to any trade, business or profession, **You** must take reasonable care to disclose correct information. The extent of the information **You** are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions **You** are asked when **You** took out this insurance.

Non-Consumer

If this policy covers **Your** business, trade or professional interests, **You** are responsible for disclosing, in a clear, accessible and comprehensive way, all information which **You** should be aware would influence the **Insurer's** decision to provide insurance to **You** on the terms agreed.

Suspension of Cover

If **You** breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The **Insurer** will have no liability to **You** for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

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.
Conditional Fee Agreement	An agreement between You and the Adviser or between Us and the Adviser which sets out the terms under which the Adviser will charge You or Us for their own fees.
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.
Data Protection Legislation	The relevant Data Protection Legislation in force in the United Kingdom at the time of the Insured Event , that being: <ul style="list-style-type: none">(i) before 25 May 2018, the Data Protection Act 1998; and(ii) from 25 May 2018 onwards, the Data Protection Act 2018 and the General Data Protection Regulation, or as otherwise applied in the event that the UK withdraws from the EU.
Disclosure Breach	Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract
Emergency Expenses	Standard class travelling costs incurred by You .

Excess	The amount that You must pay towards the costs of any claim as stated below:	
	Cover 1, 2, 3, 4 & 5	£1,000 unless You agree to appoint Our panel solicitor to act for You in which case it will be Nil
	Cover 6 & 7	Nil
	The Excess shall be paid to, and at the request of, the Adviser .	
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 Event	The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one Insured Event 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.	
Insurer	AmTrust Europe Limited	
Maximum Amount Payable	The maximum payable in respect of an Insured Event . As stated below:	
	Cover 1, 2, 3, 4 & 5	£100,000
	Cover 6	£200
	Cover 7	£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	
Legal Helpline	The service provided by Our panel solicitors on Our behalf which enables You to obtain advice on any matter which may give rise to a claim under this insurance.	
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 & 2	The cruising range area shown in the policy to which this cover attaches
	Cover 3 & 4	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, 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.
Vessel	The Vessel insured under the policy to which the 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, 2, 4 & 7	The owner of the Vessel and any authorised skipper, crew or guests.
	All other cover	The owner of the Vessel
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.		

1 Uninsured Loss Recovery

What is insured:

Advisers' Costs to pursue damages claims arising from a collision, impact, fire or flooding against those whose negligence has caused **You** to suffer loss of **Your** insurance policy excess or other out of pocket expenses.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages **You** are claiming are above the small claims court limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if **You** fail to recover the damages that **You** are claiming in the **Legal Action** in full or in part. If the damages **You** are claiming are below the small claims track limit **Advisers' Costs** will be covered subject to the conditions applicable to this insurance.

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 Event**

2 Personal Injury Pursuit

What is insured:

Advisers' Costs to pursue damages claims arising from a collision, impact, fire or flooding whilst **You** are in, boarding or alighting the **Vessel** against those whose negligence has caused **Your** injury or death.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages **You** are claiming are above the small claims track limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if **You** fail to recover the damages that **You** are claiming in the **Legal Action** in full or in part. If the damages **You** are claiming are below the small claims track limit **Advisers' Costs** will not be covered but **You** can access the **Legal Helpline** for advice on how to take **Your** case further.

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 Event**
- For stress, psychological or emotional injury unless it arises from **You** suffering physical injury

3 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

4 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

5 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 Event**

6 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

7 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.

GENERAL EXCLUSIONS

1. **There is no cover where:**
 - a) **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed;
 - b) An estimate of the **Advisers' Costs** is more than the amount in dispute;
 - c) **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;
 - d) **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) A dispute about either the amount **Your** insurance company should pay to settle an insurance claim or the way a claim should be settled;
 - b) A dispute between persons insured under this policy;
 - c) An application for a judicial review;
 - d) Defending or pursuing new areas of law or test cases
3. **There is no cover for claims:**
 - a) Over loss or damage where that loss or damage is insured under any other insurance;
 - b) Made by or against **Your** insurance adviser, the **Insurer**, 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

- a) **You** must notify claims as soon as reasonably possible and within 180 days of the **Insured Event**. **We** will provide **You** with a claim form which must be returned promptly with all relevant information.
- b) **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**.
- c) **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
 - vi) In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**.
- e) The **Insurer** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- f) **You** shall supply all information requested by the **Adviser** and **Us**
- g) **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

If a complaint cannot be dealt with by 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.

7. Disclosure

If **You** fail to disclose relevant information or **You** disclose false information in relation to this policy, **We**, or the broker may:

- a) Cancel the contract and keep the premiums if the **Disclosure Breach** is deliberate or reckless
- b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **Disclosure Breach** been known
- c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **Disclosure Breach** been known
- d) Proportionately reduce the amount **You** are entitled to in the event of a successful claim if a higher premium would have been charged had the **Disclosure Breach** been known

8. Fraud

In the event of fraud, **We**:

- a) Will not be liable to pay the fraudulent claim
- b) May recover any sums paid to **You** in respect of the fraudulent claim
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**
- d) Will no longer be liable to **You** in any regard after the fraudulent act.

9. Change in Law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

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

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 **Data Protection Legislation**

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**, or before **We** have investigated the complaint if both parties agree.

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 08000 234 567

www.financial-ombudsman.org.uk

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). If **We** fail to carry out **Our** responsibilities under this policy, **You** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.org.uk or by phone on 0800 678 1100 or 020 7741 4100

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.

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. 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. These details can be checked on the Financial Services Register at www.fca.org.uk.

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