

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

Legal and Claims Advice Line

You can use the helpline service to discuss any legal problem occurring within the United Kingdom, the Channel Islands and the Isle of Man, and arising during the period of this policy.

Specialist lawyers are at hand to help. If **You** need a lawyer 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:

- a) For claims under Section 1 Marine Legal Expenses: **0344 770 1085** and quote "**LEIM/04/14**" for assistance.
- b) For claims under Section 2 Family Legal Expenses: **0344 770 1040** and quote "**LEIM/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.

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 **0344 770 1036** or **You** can access the Online Support Service by visiting 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:-

- a) Legal costs arising from the sale or purchase of the home and re-mortgaging;
- b) Divorce and child custody issues;
- c) 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 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 **Period of Insurance** 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**.

To benefit from any section of this policy, **You** must reside within the United Kingdom, Channel Islands and Isle of Man.

IMPORTANT CONDITIONS

If **Your** 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 a 51% or greater 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 a 51% or greater 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	Reasonable 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.						
Contract of Employment	A contract of service, whether express or implied, and (if it is express) whether oral or in writing.						
Data Protection Legislation	The relevant Data Protection Legislation in force within the Territorial Limits where this cover applies at the time of the Insured Event .						
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 .						
Employee	An individual who has entered into or works under (or, where the employment has ceased, worked under) a Contract of Employment .						
Excess	<p>The amount that You must pay towards the costs of any claim as stated below:</p> <table border="1"> <tr> <td>Cover 1a, 1b, 1d & 1e</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>Cover 2d</td> <td>£250</td> </tr> <tr> <td>All other sections</td> <td>Nil</td> </tr> </table> <p>The Excess shall be paid to, and at the request of, the Adviser.</p>	Cover 1a, 1b, 1d & 1e	£1,000 unless You agree to appoint Our panel solicitor to act for You in which case it will be Nil.	Cover 2d	£250	All other sections	Nil
Cover 1a, 1b, 1d & 1e	£1,000 unless You agree to appoint Our panel solicitor to act for You in which case it will be Nil.						
Cover 2d	£250						
All other sections	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 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. In a claim arising from Identity Fraud the Insured Event is a single act or the start of a series of single acts against You by one person or group of people.						
Insurer	AmTrust Europe Limited						
Legal Action	<p>a) The pursuit or defence of civil legal cases for damages and / or injunctions, specific performance; or</p> <p>b) The defence of criminal prosecutions arising from Your ownership or use of the</p>						

	Vessel or to do with Your employment	
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.	
Maximum Amount Payable	The maximum payable in respect of an Insured Event . As stated below:	
	Cover 1a, 1b, 1d & 1e	£100,000
	Cover 1f	£200
	Cover 1g	£500
	All other sections	£25,000
Period of Insurance	The Period of Insurance declared to and accepted by Us , which runs concurrently with the period of the underlying insurance policy to which this legal expenses insurance attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn	
Standard Advisers' Costs	The level of Advisers' Costs that would normally be incurred in using a nominated Adviser of Our choice.	
Territorial Limits	Cover 1a & 1b	The cruising range area shown in the insurance policy to which this cover attaches
	Cover 1c & 1d	The cruising range area shown in the insurance policy to which this cover attaches but within the United Kingdom, 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.
	Covers 1e, 1f & 1g	The United Kingdom, Member states of the European Union, the Channel Islands and the Isle of Man.
	All other sections	All other sections The United Kingdom, the Channel Islands and the Isle of Man
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 1a, 1b, 1d & 1g	The owner of the Vessel and any authorised skipper, crew or guests.
	Cover 1c, 1e & 1f	The owner of the Vessel .
	All other cover	The owner of the Vessel and Your family members who reside on the Vessel with You .

COVER 1 Marine Legal Expenses

1a 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**

1b 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

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

1c 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:

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

1d 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 51% or greater prospect of such a plea materially affecting the likely outcome.

What is not insured:

Claims:

- a) 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 (whether prescribed or otherwise);
- b) Where **You** are entitled to public funding.

1e Identity Fraud

What is insured:

- a) **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**;
- b) **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**;
- c) **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**;

- d) **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:

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

1f 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:

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

1g 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.

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:

- a) Arising from medical or clinical treatment, advice, assistance or care;

- b) For stress, psychological or emotional injury;
- c) For-illness, personal injury or death caused gradually and not caused by a specific sudden event;
- d) 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;
- ii) selling goods (in a private capacity) for the private and personal use of another person.

What is not insured:

Claims:

- a) Where the contract must was made before **You** first purchased this insurance;
- b) Where the amount in dispute is less than £250 plus VAT;
- c) Involving a motor vehicle owned by **You**;
- d) In respect of works undertaken or to be undertaken by or under the order of any government, public or local authority;
- e) Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **You**;
- f) 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:

- a) 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;
- b) 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);
- c) For **Advisers' Costs** of any disciplinary investigatory or grievance procedure connected with **Your Contract of Employment** or the costs associated with any compromise agreement;
- d) Where the breach of contract is alleged to have commenced or to have continued after termination of **Your** employment;
- e) For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment;
- f) 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:

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

- c) 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:

- a) Where the damage was caused before **You** first purchased this insurance;
- b) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority;
- c) In respect of a contract **You** have entered into;
- d) 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;
- e) 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:

- a) Arising where examinations or other selection criteria are part of the acceptance process;
- b) Where the process for appealing against the decision to refuse a place at the school has not been adhered to;
- c) 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 **Data Protection Legislation**;
 - 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:

- a) 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, or prescription medication where **You** have been advised by a medical professional not to drive;
- b) 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;

- c) For parking offences which cannot lead to penalty points on **Your** licence following an allegation of violence or dishonesty;
- d) 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:**
 - 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;
 - e) A lease or licence to use property or land;
 - f) Constructing buildings or altering their structure;
 - g) Planning law.
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:

- a) Where **We** have a reasonable suspicion of fraud;

- b) **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers.
- c) Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information.

2. Claims

- a) **You** must notify claims as soon as 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.
- e) In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**.
- f) The **Insurer** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are 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

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. Proportionality

We will only pay **Advisers' Costs** that are proportionate to the amount of damages that **You** are claiming in the **Legal Action**. **Advisers' Costs** in excess of the amount of damages that **You** are able to claim from **Your** opponent will not be covered.

6. English Law and Language

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

7. 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.

8. 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

9. 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.

10. 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 <https://claims.arclegal.co.uk>. 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.

Privacy and Data Protection Notice

1. Data Protection

Arc Legal Assistance are committed to protecting and respecting **Your** privacy in accordance with the current **Data Protection Legislation** ("Legislation"). Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit www.arclegal.co.uk

2. How We Use Your Personal Data and Who We Share it With

We may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** Privacy Statement, which is available to view on the website address detailed above.

4. Disclosure of Your Personal Data

We may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

5. Your Rights

You have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

6. Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact **The Data Protection Officer, please see website for full address details.**

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 615000

Email: customerservice@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel 08000 234 567
Email complaint.info@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.