



Marine Legal Expenses

Insurance Policy Wording



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Your Marine Legal Expenses Policy Wording



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HOW TO MAKE A CLAIM

Marine Legal Protection provides:

- Assistance Helplines including 24/7 Legal Advice
- Insurance for legal costs for certain types of disputes

ASSISTANCE SERVICES

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 noninsured basis.

You should telephone **0344 770 1085** and quote “**Contract Number 60089 – Porthcawl**” 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 “**Contract Number 60089 – Porthcawl**” for assistance.

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

If a claim is accepted under this insurance, We will appoint Our specialist panel solicitors, or their agents, to handle Your case. You are not covered for any other legal representatives' fees unless court proceedings are issued 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.

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.

DEFINITIONS

Adviser	Our 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.
Annual Limit of Indemnity	The Maximum Amount Payable under this insurance during any one Period of Insurance. The Annual Limit of Indemnity is:- Section 1, 2, 3, 4 and 5: No Annual Limit of Indemnity Section 6: £500 Section 7: £200.
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 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.
Excess	The amount that You must pay toward the cost of any claim. The Excess is £1000 in relation to Sections of Cover 1, 2, 3, 4 & 5 unless You agree to appoint Our panel solicitor to act for You, in which case it will be Nil. The Excess shall be paid to and at the request of the Adviser.
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 start of a transaction or series of incidents which may lead to a claim or claims being made under this insurance.
Identity Fraud	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. For the purposes of the Maximum Amount Payable, only one Insured Event will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.
Insurer	AmTrust Europe Limited
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.
Maximum Amount Payable	The maximum payable in respect of an Insured Event as stated below:- Section 1, 2, 3, 4 & 5: £100,000 Section 6: £500 Section 7: £200
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 amount of Advisers' Costs that would normally be incurred by the Insurer in using a nominated Adviser of Our choice. Territorial Limits Section 1, 2, 6 & 7: The cruising range area shown in the policy to which this cover attaches Section 3, 4 & 5: The United Kingdom and member states of the European Union
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	Section 1, 2 & 6: The owner of the Vessel and any authorised skipper, crew or guests. Section 3 & 5: The owner of the Vessel. Section 4: The owner of the Vessel and any authorised skipper or crew. Section 7: The owner of the Vessel.

SECTIONS OF COVER

Section 1 – Uninsured Loss Recovery

What is covered

- (a) Advisers' Costs to pursue damages claims following a collision, impact, fire or flooding causing damage to the Vessel against those whose negligence has caused You to suffer uninsured losses.

What is not covered

- (a) 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.

Section 2 - Personal Injury Pursuit

What is covered

- (a) 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.

What is not covered

- 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.

Section 3 – Contract Disputes

What is covered

- (a) Advisers' Costs to pursue a Legal Action following a breach of a contract You have for buying goods for Your use in connection with the Vessel including the purchase of the Vessel if purchased brand new.
- (b) You are covered for Adviser's Costs to pursue a Legal Action following a breach of a contract You have entered into for repairs to the Vessel.
- (c) The Insured Event must have commenced after the start of the Period of Insurance or the start of the first period of continuous legal expenses insurance held by You.

What is not covered

- (a) There is no cover for Advisers' Costs where the legal jurisdiction of the contract is outside of the Territorial Limits.
- (b) There is no cover for disputes arising prior to You taking delivery of the Vessel.

Section 4 – Navigational Prosecution Defence

What is covered

- (a) Advisers' Costs to defend a Legal Action in respect of criminal prosecutions brought against You within a criminal court arising from the navigation of the Vessel.
- (b) You will only be covered for pleas in mitigation where such a plea has a more than 50% prospect of reducing any penalty that may be awarded against You.

What is not covered

- (a) Advisers' Costs arising from allegations of dishonesty, violence, deliberate, reckless or intentional acts, or whilst being in control of the Vessel whilst under the influence of alcohol or drugs.
- (b) There is no cover for damages, interest, fines or costs awarded against You.

Section 5 – Identity Fraud

What is covered	What is not covered
<p>(a) You are covered for 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.</p> <p>(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.</p> <p>(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.</p>	<p>(a) Any financial losses incurred by You as a result of Identity Fraud other than Advisers' Costs.</p> <p>(b) Any claims where You are not the victim of Identity Fraud.</p>

Section 6 – Emergency Expenses

What is covered	What is not covered
<p>(a) You are covered for Emergency Expenses that You have paid to return to the United Kingdom (UK), Channel Islands (CI) or the Isle of Man (IoM) in the event that the Vessel is damaged in an accident following a collision, impact, fire or flooding rendering it unseaworthy whilst the Vessel is outside of the UK, CI or IoM.</p> <p>(b) You are also covered for Emergency Expenses that You have paid to travel from the UK, CI or IoM to return to the Vessel whilst it is outside of the UK, CI or IoM following repairs within four months of the date of the original accident which caused the Vessel to become unseaworthy.</p>	<p>(a) There is no cover for Emergency Expenses unless You have claimed under the policy to which this cover attaches for the repairs to the Vessel and that claim has been accepted.</p>

Section 7 – Breakdown Costs

What is covered	What is not covered
<p>(a) Breakdown Costs You have paid following a mechanical breakdown to the Vessel which renders it unseaworthy whilst away from the Vessels home berth.</p>	<p>(a) Any Breakdown Costs incurred by You in repairing the mechanical breakdown Yourself.</p> <p>(b) Any Breakdown Costs arising from mechanical breakdown of the Vessel caused by the use of fuel containing FAME (fatty acid methyl ester).</p>

GENERAL EXCLUSIONS

1. There is no cover where:

- (a) The Insured Event began to start or had started before the Period of Insurance.
- (b) You should have realised when buying this insurance that a claim under this insurance might be made.
- (c) An estimate of the Advisers' Costs is more than the amount in dispute.
- (d) You fail to give full information to Us or to the Adviser.
- (e) Something You do or fail to do prejudices Your position or the position of the Insurer in connection with the Legal Action.
- (f) 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.

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

- (a) Libel, Slander or verbal injury.
- (b) A venture for gain by You or Your business projects under Sections of Cover 3 and 7.
- (c) A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.
- (d) A dispute between persons insured under this policy.
- (e) Medical or clinical treatment, advice, assistance or care.
- (f) An application for a judicial review.
- (g) A novel point of law.

3. There is no cover:

- (a) For Advisers' Costs or any other costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party or which are not reasonable or necessary.
- (b) For the amount of Advisers' Costs in excess of Our Standard Advisers' Costs where You have decided to use an Adviser of Your own choice.
- (c) Where You have other legal expenses insurance cover or are entitled to public funding.
- (d) For claims made by or against Your insurance adviser, the Insurer, the insurers of the policy to which this cover attaches, the Adviser or Us.
- (e) For appeals without the prior written consent of Us.
- (f) Prior to the issue of court proceedings, for the costs of any legal representative other than those of the Adviser unless expressly agreed by Us. Such agreement is entirely at Our discretion.
- (g) For any costs which You incur and wish to recover which You cannot substantiate with documentary evidence
- (h) For stress, psychological or emotional injury unless it arises from You suffering physical injury.
- (i) For illness, personal injury or death which is caused gradually or is not caused by a specific event.
- (j) Claims over loss or damage where that loss or damage is insured under any other insurance

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 adviser providing fourteen days written notice. If You exercise this right within fourteen days of taking out this insurance, You will receive a refund of premium provided You have not already made a claim against the insurance.

Your insurance advisor or Us may cancel the insurance by giving fourteen days notice in writing to You at the address shown on the schedule of the policy to which this cover attaches, or an 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 reasonably require to decide whether a claim may be accepted. If court proceedings are required or a conflict of interest arises, and You wish to nominate an Adviser to act for You, You may do so. Where You have elected to use an Adviser of Your own choice You will be responsible for any Advisers' Costs in excess of Our Standard Advisers' Costs.
- (d) The Adviser must represent You in accordance with Our standard conditions of appointment available on request.
- (e) 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.
- (f) In the event of a dispute arising as to Advisers' Costs We may require You to change Adviser.
- (g) The Insurer shall only be liable for costs for work expressly authorised by Us in writing and undertaken while there are prospects of success.
- (h) You shall supply all information requested by the Adviser and Us
- (i) 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	<p>If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'Customer Services Information – How to Make a Claim'), any dispute between You and Us may, where both parties 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.</p>
4. Prospects of Success	<p>At any time We may, but only when supported by independent legal advice, form the view that You do not have a 51% or greater chance of winning the case and achieving a positive outcome. If so, We may decline support or any further support.</p> <p>Examples of a positive outcome are:</p> <ul style="list-style-type: none"> (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	<p>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.</p>
6. English Law and Language	<p>This contract is governed by English Law, and the language for contractual terms and communication will be English.</p>
7. Other Insurances	<p>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.</p>
8. Disclosure	<p>If You fail to disclose relevant information or You disclose false information in relation to this policy, We, or the broker may:</p> <ul style="list-style-type: none"> (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	<p>In the event of fraud, We:</p> <ul style="list-style-type: none"> (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	<p>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.</p>

CUSTOMER SERVICE – 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.

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

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 sorted 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 London E14 9SR Tel 08000 234 567 Email complaint.info@financial-ombudsman.org.uk

Compensation

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. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority 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.

Arc Legal are members of British Marine