

Waypoint: Boat Owners' Legal Protection

Insurance Product Information Document

Company: Adept Insurance Services

Product: Marine Legal Expenses Insurance

Adept Insurance Services Ltd registered in England & Wales and is authorised and regulated by the Financial Conduct Authority. Adept Insurance Services' Firm Reference Number is 586471.

This insurance is managed and provided by Adept Insurance Services Ltd and underwritten by Irwell Insurance Company Limited.

Irwell Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202897.

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

What is this type of insurance?

Marine Legal Expense Insurance provides insurance to cover certain legal expenses incurred by you as the owner of a vessel:



What is insured?

This insurance provides cover for up to:

- ✓ **Uninsured Loss Recovery:** Up to £100,000 of 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.
- ✓ **Personal Injury Pursuit:** Up to £100,000 of 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.
- ✓ **Contract Disputes:** Up to £25,000 of advisers' costs to pursue or defend a legal action for breach of a contract you have for buying goods or services in connection with the vessel, including the purchase or sale of the vessel.
- ✓ **Prosecution Defence:** Up to £100,000 of advisers' costs to defend you in a criminal case arising from your ownership or use of the vessel.
- ✓ **Identity Fraud:** Up to £100,000 of advisers' costs:
 - for dealing with organisations that have been fraudulently applied to for credit, goods or services in your name or which are seeking money from you as a result of identity fraud;
 - to advise credit referencing agencies and all other relevant organisations on your behalf that you have been the victim of identity fraud;
 - to defend your legal rights and take steps to remove County Court Judgements against you which are a result of you being the victim of identity fraud.
 - 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?

The policy does not provide cover for:

- ✗ events that started before the policy began.
- ✗ any legal action if there are no prospects of success. This is where you do not have a 51% or higher chance of winning the case and achieving a successful outcome.
- ✗ your claim if its value falls below the Small Claims Court Limit, we will not cover costs that are more than the amount of damages you are claiming.
- ✗ any advisers' costs or any other costs and expenses which we have not agreed in advance or are more than those which we have approved.
- ✗ any claims relating to disputes between persons insured under this policy; nor any costs covered by another insurance policy.



Are there any restrictions on cover?

- ! **Your Own Advisers' Costs:** Once court proceedings are issued, or in the event that a conflict of interest arises; you're welcome to use your own legal representative, but we won't cover any costs which are more than our standard advisers' rates.
- ! **Withdrawn Claims:** If you withdraw from the legal action without our consent, you're responsible for any advisers' costs.

- ✓ **Emergency Expenses:** Up to £500 for each claim up to a maximum of £2,500 during each insured period for standard class travelling costs for you to return to either:

- the UK, Channel Islands or the Isle of Man; or
- to return to the repaired vessel to bring it back to the UK, Channel Islands or the Isle of Man, or to continue with your original journey

if the vessel is not seaworthy because it was accidentally damaged by a collision, impact, fire or flooding while outside UK waters.

- ✓ **Mooring Fees:** We will pay your mooring fees at your home berth up to 28 days if you cannot use the vessel at all because:

- you have an illness or are injured in an accident, or
- the vessel is accidentally lost or damaged.

The most we will pay each year is £2,500.

- ✓ **Temporary Replacement Costs:** If you have a trip already planned and then your vessel is involved in a collision or impact:

- which is not your fault; and
- which results in accidental loss of the vessel, or damage to it that is so severe that you cannot use it for the trip

we will pay up to £2,500 to bare boat charter a boat equivalent to yours to complete the trip.



Where am I covered?

Claims which arise, or where proceedings are brought, in:

- ✓ for **Uninsured Loss Recovery and Personal Injury Pursuit:** The cruising range area shown in the policy to which this cover attaches;
- ✓ for **Contract Disputes Prosecution Defence and Emergency Expenses:** 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, Andorra, Gibraltar, Iceland, Liechtenstein, Macedonia, Madeira, Norway, San Marino, Serbia, Switzerland, and countries bordering the Mediterranean and including waterways connecting any of these countries.
- ✓ for **all other sections of cover:** The United Kingdom, the Channel Islands and the Isle of Man.



What are my obligations?

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



When and how do I pay?

This insurance is distributed through your insurance adviser. Please speak to your insurance adviser to understand when and how you pay for this insurance.



When does the cover start and end?

Your cover starts on the same date as the primary policy to which this add on insurance attaches and is valid for a 12 month period unless cancelled in accordance with the cancellation terms.



How do I cancel the policy?

You can cancel this insurance at any time by contacting your insurance adviser providing 14 days' written notice. If you cancel 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.



LEGAL EXPENSES INSURANCE

POLICY WORDING



BOAT OWNERS' LEGAL PROTECTION

Boat Owners' Legal Protection provides:

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

ASSISTANCE HELPLINE 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 submit a claim online. 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 **020 3334 8411** and quote "**Addept Waypoint**" 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 **020 4570 6149** and quote "**Addept Waypoint**" for assistance.

POLICY WORDING

TERMS OF COVER

This insurance is managed and provided by Addept Insurance Services Ltd. The insurance parts of this section are underwritten by the **Insurer** and **We** act on their behalf.

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 and is reported to **Us** during 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** 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 policy are contained under the 'General Conditions' section below and should be read carefully. Some of the main conditions to this insurance are that:

Prospects of Success

There 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 **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 **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**.

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 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
All other cover	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 certificate, or where it is not shown, **Your** permanent mooring 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 start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.

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

Irwell Insurance Company Limited.

Maximum Amount Payable

The maximum payable in respect of an **Insured Event**, as stated below:

Cover 1, 2, 4 & 5	£100,000
Cover 3	£25,000
Cover 6	£500 up to a maximum of £2,500 per annum
Cover 7	Fees for up to 28 days, not exceeding a maximum for the whole period of £2,500.
Cover 8	£2,500

Mooring Fees

Normal fees **You** have contracted and are required to pay to a marina or mooring supplier for mooring the **Vessel**.

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.

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.

Temporary Replacement Costs

The reasonable market standard costs of bare boat chartering an equivalent boat to the **Vessel** for the period of a trip planned prior to the **Insured Event**.

Territorial Limits

Cover 1 & 2	The cruising range area shown in the policy to which this cover attaches.
Cover 3, 4 & 6	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.
All other Cover	The United Kingdom, Channel Islands and 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

Addept Insurance Services Ltd.

You/Your/ Yourself

Cover 1, 2, 4 & 6	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.

COVER

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

- 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.

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

- a) For **Advisers' Costs** where the legal jurisdiction of the contract is outside of the **Territorial Limits**.
- b) For disputes or knowledge of disputes that arise during the manufacture or fitting out of a **Vessel**.
- c) 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 more than a 51% 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 for 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.

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 **You** legal rights and/or take reasonable steps to remove County Court Judgements against **You** that have been obtained by an organisation from which **You** are alleged to have purchased, hired or leased goods or services where **You** deny having entered in to the contract and allege 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

- 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**.

6 Emergency Expenses

What is insured:

In the event that the **Vessel** is damaged whilst overseas in an accident following a collision, impact, fire or flooding rendering it unseaworthy:

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

7 Mooring Fees

What is insured:

Mooring Fees for **Your Home Berth** if **You** are unable to use the **Vessel** for any purpose as a result of **Your** accidental injury or illness, or accidental loss or damage to the **Vessel**.

What is not insured:

Claims

- a) For the first seven days of **Mooring Fees** in relation to each and every **Insured Event**.
- b) For **Mooring Fees** if any loss or damage to the **Vessel** arises from wear and tear or mechanical or electrical failure or breakdown.

8 Temporary Replacement Costs

What is insured:

Temporary Replacement Costs following a non-fault collision or impact resulting in accidental loss or damage to the **Vessel** of such severity **You** are unable to use it for a trip that was planned prior to the **Insured Event**.

What is not insured:

Claims

- a) Where there is no identifiable and pursuable negligent third party.
- b) Where **You** are unable to prove that **You** had planned the trip prior to the **Insured Event**.

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 which have not been agreed in advance or are above those for which **We** have given **Our** prior written approval.
- d) **Your insurers** repudiate the insurance policy or refuse indemnity.

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**.
- c) **You** make which are false or fraudulent or exaggerated.

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. Claims

- a) **You** must notify claims as soon as possible and within 180 days of the **Insured Event** and during the **Period of Insurance**. **We** will provide **You** with details of **Our** online claims portal when **You** contact the **Legal Helpline**. **You** can submit claims directly via the online claims portal, or download a claim form. **Your** claim must be submitted 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. 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** which are over and above **Our Standard Advisers' Costs** and you will be responsible for the **Excess**. 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**.

2. Prospects of Success

At any time **We** may, but only when supported by 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. 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.

3. 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.

4. 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.

5. Disclosure

If **You** fail to disclose relevant information or **You** disclose false information in relation to this policy, **We**, or **Your** insurance adviser 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.

6. 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.

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. Cancellation

You may cancel this insurance at any time by writing to **Your** insurance adviser providing 14 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 14 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

9. English Law and Language

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

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, and always within the **Period of Insurance**. 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.addeptgroup.co.uk/portals. 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

(For the purpose of this Privacy and Data Protection Notice only, '**We**' means Addept Insurance Services and the **Insurer**)

Data Protection

We will keep **Your** personal information safe and private. There are laws that protect **Your** privacy and **We** follow them carefully. Under the laws, **We** are the company responsible for handling **Your** information (Data Controller). Here is a simple explanation of how **We** use **Your** personal information. For more information visit www.addeptgroup.co.uk and www.irwell.co.uk.

What **we** do with **Your** personal information

We might need to use the information **We** have about **You** for different reasons. For example, **We** might need it:

- to run through **Our** computerised system to decide if **We** can offer **You** this insurance.
- to help **You** if **You** have any queries or want to make a claim.
- to provide **You** with information, products or services if **You** ask **Us** to.
- for research or statistics.

We will need it:

- to provide this insurance.
- to contact **You** to ask if **You** want to renew it.
- to protect both **You** and **Us** against fraud and money laundering.
- to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/ sensitive and important such as information about **Your** health or any criminal convictions **You** might have. **We** might need this kind of information to decide if **We** can offer **You** this insurance or to help **You** with a claim. **We** will only use this information for these specific reasons and in line with regulatory conditions.

We might need to share **Your** information with other companies or people who provide a service to **Us**, or to **You** on **Our** behalf. They include companies that are part of **Our** group, people **We** work with, insurance brokers, **Our** agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else **We** might need to share it with by law. **We** will only share **Your** information with them if **We** need to and if it is allowed by law.

Sometimes **We** might need to send **Your** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). **We** make sure that **Your** information is always kept safely and treated in line with the law and this notice.

You can tell **Us** if **You** do not want **Us** to use **Your** information for marketing. **You** can also ask **Us** to provide **You** with the information **We** have about **You** and, if there are any mistakes or updates, **You** can ask **Us** to correct them. **You** can also ask **Us** to delete **Your** information (although there are some things **We** cannot delete). **You** can also ask **Us** to give **Your** information to someone else involved in **Your** insurance. If **You** think **We** did something wrong with **Your** information, **You** can complain to the local data protection authority.

We will not keep **Your** information longer than **We** need to. **We** will usually keep it for 10 years after **Your** insurance ends unless **We** have to keep it longer for other business or regulatory reasons

If **You** have any questions about how **We** use **Your** information, **You** can contact **Our** Data Protection Officer.

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:

Addept Insurance Services Ltd
Level 30, The Leadenhall Building
122 Leadenhall Street
London
EC3V 4AB

Tel 020 4570 6102

Email: customerservice@addeptgroup.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

Addept Insurance Services Ltd is authorised and regulated by the Financial Conduct Authority. Addept Insurance Services' Firm Reference Number is 586471. 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 Irwell Insurance Company Limited, Registered Office: 2 Cheetham Hill Road, Manchester, M4 4FB, Registered Number: 02887406. Irwell Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202897. These details can be checked on the Financial Services Register at www.fca.org.uk.



www.addeptgroup.co.uk

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