





Marine Legal Protection Insurance Policy Summary

Some important facts about Your Marine Legal Protection Insurance Policy are summarised below. This summary does not describe all the terms and conditions of Your policy, so please take time to read the policy document to make sure You understand the cover it provides.

The insurance cover summarised in this document is provided by Inter Partner Assistance SA, and administered on their behalf by Arc Legal Assistance Ltd. Your Legal Protection cover attaches to and is valid for the same duration as the insurance policy with which it is provided.

What is covered	Who is Covered	What is not covered	How much is covered
		General: There is no cover for any legal costs incurred by any solicitor other than Our panel solicitor prior to the issue of legal proceedings unless a conflict of interest arises. If legal proceedings are issued or a conflict of interest arises and You appoint Your own solicitor to handle Your claim We will not pay more than Our Standard Advisers' Costs. It is a condition of this insurance that there must be reasonable prospects of success in taking legal action before a claim for legal costs will be accepted. There is no cover for: • claims which arise outside of the Territorial Limits • Insured Incidents that occur before the Insured Period • costs incurred without Our prior consent. For full details of policy exclusions and conditions please refer to the policy wording.	
Section 1: Uninsured Loss Recovery and Personal Injury Pursuit You are covered for Advisers' Costs to pursue claims for damages following a collision, impact, fire or flooding causing damage to the Vessel against those whose negligence has caused Your injury or death or caused You to incur uninsured losses.	The owner of the Vessel and any authorised skipper, crew or guests	Proceedings pursued against the owner, skipper or crew of the Vessel or guests aboard the Vessel at the time of the Insured Incident. Claims arising from: (a) Medical or clinical treatment, advice, assistance or care. (b) Stress, psychological or emotional injury. (c) Illness, personal injury or death which is caused gradually or is not caused by a specific event.	Up to £150,000 per Insured Incident

What is covered	Who is Covered	What is not covered	How much is covered
Section 2: Contract Disputes You are covered for Advisers' Costs to pursue or defend Proceedings following a breach of a contract You have entered into for buying or selling goods or services in connection with the Vessel including the purchase or sale of Your Vessel.	The owner of the Vessel	Where the legal jurisdiction of the contract is outside of the Territorial Limits. Disputes or knowledge of disputes that arise during the manufacture/fitting out of a Vessel. Disputes arising from any commercial activity or venture for gain in connection with the Vessel including chartering. A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.	Up to £100,000 per Insured Incident
Section 3: Prosecution Defence You are covered for Advisers' Costs to defend criminal prosecutions brought against You arising from Your ownership or use of the Vessel. You are only covered for pleas in mitigation where such a plea has a reasonable prospect of reducing any penalty that may be awarded against You.	The owner of the Vessel and any authorised skipper or crew	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. Damages, interest, fines or costs awarded against You.	Up to £100,000 per Insured Incident
Section 4: Identity Fraud You are covered for Advisers' Costs to deal 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. You are covered for 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. You are covered for Advisers' Costs to defend Your legal rights and/or remove County Court Judgments against You that have been obtained by an organisation that alleges You have purchased, hired or leased goods or services from where You deny having entered into the contract and allege that You have been the victim of Identity Fraud.	The owner of the Vessel	Any financial losses incurred by You as a result of Identity Fraud other than Advisers' Costs. Any claims where You have not been the victim of Identity Fraud. Any claims where the Identity Fraud has been committed by someone You live with.	Up to £100,000 per Insured Incident

What is covered	Who is Covered	What is not covered	How much is covered
Section 5: Emergency Expenses You are covered for Emergency Expenses to return to the United Kingdom (UK), Channel Islands (Cl) or the Isle of Man (IoM) if 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, Cl or the IoM. You are covered for Emergency Expenses to travel from the UK, Cl or IoM to return to the Vessel whilst it is outside of the UK following repairs within 4 months.	The owner of the Vessel and any authorised skipper, crew or guests	There is no cover 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.	Up to a maximum of £500 per person, £2,500 per Insured Incident
Section 6: Mooring Fees You are covered for Mooring Fees if You are unable to use the Vessel as a result of: (a) Your accidental injury or illness of such severity You are unable to use the Vessel for any purpose, or (b) Accidental loss or damage to the Vessel of such severity You are unable to use it for any purpose.	The owner of the Vessel	The first seven days of Mooring Fees in relation to each and every Insured Incident. Where You could reasonably have known when entering into the contract for Mooring Fees or purchasing this insurance that a claim under this insurance might occur. Mooring Fees if any loss or damage to the Vessel arises from wear and tear or mechanical or electrical failure or breakdown.	Up to 28 days Mooring Fees per Insured Incident
Section 7: Temporary Replacement Costs You are covered for 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 Incident.	The owner of the Vessel	Where there is no identifiable and pursuable negligent third party. Where You are unable to prove that You had planned a trip prior to the Insured Incident.	Up to £2,500 per Insured Incident
24/7 Assistance services • Legal and Claims Advice Line • Marine Assistance Line • Travel Concierge & Personal Risk Advice Line.			

Cancellation rights (cooling off period)

Within 14 days of receipt of the insurance documentation You may cancel this policy if it does not meet Your needs. Subject to Your insurance scheme administrators receiving Your written advice of this, they will issue a full return of premium, the policy will be regarded as not having been taken up by You and will be cancelled from inception.

To make a claim

As soon as You have a legal problem that You may require assistance with under this insurance You should telephone the 24/7 legal and claims advice line on **0344 770 1085** and quote "**Haven**".

Complaints

If You are unhappy with the service that has been provided, You should contact Us at the address below. If We can not settle Your complaint You may be entitled to refer it to the Financial Ombudsman Service. For full details of Our complaints procedure and how to contact the Financial Ombudsman Service please see Your policy document.

Arc Legal's contact details are:

Arc Legal Assistance Ltd The Gatehouse Lodge Park Lodge Lane Colchester CO4 5NE

Tel 01206 615000

Email claims@arclegal.co.uk

Compensation

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if We or Inter Partner Assistance SA are unable to meet Our obligations. Your entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at http://www.fscs.org.uk or by telephoning 0800 678 1100.

Marine Legal Protection Insurance Policy Wording

This insurance is administered by Arc Legal Assistance Ltd and underwritten by Inter Partner Assistance S.A.

In the event of a valid claim 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 advisers' fees unless court proceedings are issued or a conflict of interest arises. Where, following the issue of court proceedings or a conflict of interest arising, You elect to use an adviser of Your own choice, You will be responsible for any Advisers' Costs in excess of Our Standard Advisers' Costs.

The insurance covers Advisers' Costs, Temporary Replacement Costs, Emergency Expenses and Mooring Fees as set out within the Sections of Cover up to the Limit of Indemnity where:

- (a) The Insured Incident takes place in the Insured Period and within the Territorial Limits and
- (b) The Proceedings (other than in relation to Temporary Replacement Costs, Emergency Expenses and Mooring Fees) take place in the Territorial Limits.

Definitions

Adviser

Our panel solicitors or their agents appointed by Us to act for You, or, and subject to Our agreement, where court proceedings have been issued or a conflict of interest arises, another legal representative nominated by You.

Advisers' Costs

Legal fees and disbursements incurred by the Adviser or another legal representative with Our prior written authority. Legal costs shall be assessed on the standard basis and third party's costs shall be covered if awarded against You in a civil court or Underwriter's agree to pay them and paid on the standard basis of assessment.

We/Us/Our

Arc Legal Assistance Ltd who have arranged this insurance and administer it on behalf of the Underwriters.

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.

You/Your

Section 1, 3 & 5 The owner of the Vessel and any authorised skipper, crew or quests.

Section 2, 4, 6 & 7 The owner of the Vessel.

If You die Your personal representatives will be covered to pursue cases covered by this insurance on Your behalf which arose prior to Your death.

Insured Incident

The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one Insured Incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.

Insured Period

The insured period shown in the insurance policy to which this cover attaches and which has been declared to Us and for which the premium has been paid.

Limit of Indemnity

The maximum payable in respect of an Insured Incident. The Limit of Indemnity is:

Section 1: £150,000 Sections 2, 3 & 4: £100,000 Section 5: £2,500

Section 6: Up to a maximum of 28 days

Section 7: £2,500

Mooring Fees

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

Proceedings

The pursuit or defence of civil proceedings to obtain damages and the defence of civil or criminal proceedings.

Emergency Expenses

Standard class travelling costs up to £500 per person.

Standard Advisers' Costs

The amount of Advisers' Costs that would normally be incurred by Underwriters in using a nominated Adviser of Our choice.

Territorial Limits

Section 1: The cruising range area shown in the insurance policy to which this cover attaches

Section 2, 3 & 5: The cruising range area shown in the insurance policy to which this cover attaches but within

the European Union, the Azores, the Isle of Man, The Canary Islands, The Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Madeira, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey, and countries bordering the Mediterranean and including waterways connecting any of these

countries.

All other Sections: Member states of the European Union.

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 Incident.

Vessel

The Vessel insured under the insurance policy to which this cover attaches and which has been declared to Us and for which the premium has been paid.

Underwriters

Inter Partner Assistance SA who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.

Sections of Cover

Section 1 – Uninsured Loss Recovery and Personal Injury Pursuit

What is covered

You are covered for Advisers' Costs to pursue damages claims in Proceedings following a collision, impact, fire or flooding causing damage to the Vessel against those whose negligence has caused Your injury or death or caused You to suffer uninsured losses.

What is not covered

There is no cover for Advisers' Costs incurred in claims by You for Proceedings pursued against the owner, skipper or crew of the Vessel or guests aboard the Vessel at the time of the Insured Incident.

There is no cover for claims arising from:

- (a) Medical or clinical treatment, advice, assistance or care.
- (b) Stress, psychological or emotional injury.
- (c) Illness, personal injury or death which is caused gradually or is not caused by a specific event.

Section 2 – Contract Disputes

What is covered

You are covered for Advisers' Costs to pursue or defend Proceedings following a breach of a contract that You have entered into for buying or selling goods or services in connection with the Vessel including the purchase or sale of Your Vessel

The Insured Incident must have commenced after the start of the Insured Period or the start of the first period of continuous legal expenses insurance held by You.

What is not covered

There is no cover for Advisers' Costs where the legal jurisdiction of the contract is outside of the Territorial Limits.

There is no cover for disputes or knowledge of disputes that arise during the manufacture/fitting out of a Vessel.

There is no cover for disputes arising from any commercial activity or venture for gain in connection with the Vessel including chartering.

There is no cover for a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.

Section 3 - Prosecution Defence

What is covered

You are covered for Advisers' Costs to defend criminal prosecutions brought against You within a criminal court arising from Your ownership or use of the Vessel.

You will only be covered for pleas in mitigation where such a plea has a reasonable prospect of reducing any penalty that may be awarded against You.

What is not covered

There is no cover for 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.

There is no cover for damages, interest, fines or costs awarded against You.

Section 4 - Identity Fraud

What is covered

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.

You are covered for 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.

You are covered for 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 allege that You have been the victim of Identity Fraud.

What is not covered

Any financial losses incurred by You as a result of Identity Fraud other than Advisers' Costs.

Any claims where You are not the victim of Identity Fraud.

Any claim where the Identity Fraud has been committed by somebody You live with.

Section 5 - Emergency Expenses

What is covered

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.

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.

What is not covered

There is no cover 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.

Section 6 - Mooring Fees

What is covered

You are covered for Mooring Fees if You are unable to use the Vessel as a result of:

- (a) Your accidental injury or illness of such severity You are unable to use the Vessel for any purpose, or
- (b) Accidental loss or damage to the Vessel of such severity You are unable to use it for any purpose.

What is not covered

The first seven days of Mooring Fees in relation to each and every Insured Incident.

Where You could reasonably have known when entering into the contract for Mooring Fees or purchasing this insurance that a claim under this insurance might occur.

Mooring Fees if any loss or damage to the Vessel arises from wear and tear or mechanical or electrical failure or breakdown

Section 7 – Temporary Replacement Costs

What is covered

You are covered for 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 Incident.

What is not covered

Where there is no identifiable and pursuable negligent third party.

Where You are unable to prove that You had planned the trip prior to the Insured Incident.

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.

Assistance services

Legal, Tax and Claims Advice Line

You may use the 24 hour advisory service for telephone advice on any legal or taxation problem of concern to You or to report a claim under this insurance.

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 0344 770 1085 and quote "Haven" for assistance.

Marine Assistance

You can use this 24/7 service to source the details of up to three local contractors to assist You with repairs to the Vessel in the event of a breakdown.

The service will provide You with contact details of up to three local contractors in Your area for You to contact Yourself.

We will also pass on a message to friends, family or work colleagues if required following a breakdown.

You should telephone 0344 770 1091 and quote "Haven" for assistance.

Please bear in mind when using this service that marine contractors are generally not available 24/7 and We can not guarantee that the contractors that We pass You details of will be available.

If life is in danger You should call the emergency services directly.

Travel Concierge & Personal Risk Advice Line

You can access the 24/7 Concierge and Risk Advice Line for help with booking travel arrangements, local hotels, restaurants and theatre tickets etc. Translation services can also be provided as well as medical information on planned destinations.

The service also has up to date access to destination risk profiles and can provide practical advice on personal safety tips.

To access this service telephone 0344 770 1082 and quote "Haven" for assistance.

General Exclusions

1. There is no cover where:

- (a) The Insured Incident began to start or had started before the Insured Period.
- (b) You should reasonably have realised when buying this insurance that a claim under this insurance might be made.
- (c) A reasonable 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 Underwriters in connection with the Proceedings.
- (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 dispute between persons insured under this insurance.
- (c) An application for a judicial review.
- (d) 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 Underwriters, the insurers of the insurance policy to which this cover attaches, the Adviser or Us.
- (e) For appeals without Our prior written consent.
- (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.

4 Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

Conditions

1. Cancellation

You may cancel this insurance at any time by writing to Your insurance advisor providing fourteen days written notice. If You exercise this right within 14 days of taking out this insurance, You will receive a refund of premium provided You have not already made a claim against the insurance.

We may cancel the insurance by giving fourteen days' notice in writing to You at the address shown on the schedule, or alternative address provided by You, No refund of premium shall be made.

We will only invoke this right in exceptional circumstances as a result of You behaving inappropriately, for example:

- Where We have a reasonable suspicion of fraud
- You use threatening or abusive behaviour or language or intimidation or bullying of Our staff or suppliers

2. Claims

- (a) You must notify claims as soon as reasonably possible and within 180 days of the Insured Incident. 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 Proceedings in Your name. Subject to Your consent which shall not be unreasonably withheld We may reach a settlement of the Proceedings.
- (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 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) Underwriters shall only be liable for costs for work expressly authorised by Us in writing and undertaken while there are reasonable 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 Proceedings without Our prior consent. Any costs already paid by Us will be reimbursed by You.

3. Disputes

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 judgement.
- (c) Being able to achieve an outcome which best serves Your interests.

5. English Law

This contract is governed by English Law.

6. Language

The language for contractual terms and communication will be English.

Data Protection Act

Your details and details of Your insurance cover and claims will be held by Us and or the Underwriters for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

Customer Service

We aim to get it right, first time, every time. If We make a mistake, We will try to put it right straight away.

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 We have not fully responded to Your complaint 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 We cannot settle Your complaint.

Our contact details are:

Arc Legal Assistance Ltd The Gatehouse Lodge Park Lodge Lane Colchester CO4 5NE

Tel 01206 615000

Email claims@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service South Quay Plaza 183 Marsh Wall London F14 9SR

Tel 0800 023 4567

Email complaint.info@financial-ombudsman.org.uk

Compensation

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if We or Inter Partner Assistance cannot meet Our obligations. Your entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at http://www.fscs.org.uk/ or by telephoning **0800 678 1100.**

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.**

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ('IPA'). IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services Register under number 202664. This can be checked by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on **0800 111 6768.**

IPA address details are:

Inter Partner Assistance The Quadrangle 106-118 Station Road Redhill Surrey RH1 1PR

Registered No: FC008998

IPA address details are: Inter Partner Assistance The Quadrangle 106-118 Station Road Redhill Surrey RH1 1PR Registered No: FC008998

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