



Marine Legal Protection Insurance

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Marine Legal Protection Insurance Policy Wording

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Our Firm Reference Number is 305958. You can check this on the FCA's register by visiting the website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

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 in the United Kingdom, the Channel Islands or the Isle of Man; 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 the name of Your insurance adviser 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 the name of Your insurance adviser for assistance.

This insurance is underwritten by MS Amlin Insurance SE. This policy is administered by Your insurance adviser and all claims are handled by Arc Legal Assistance.

If a claim is accepted under this insurance, We will appoint Our panel solicitors, or their agents, to handle Your case. You are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a Conflict of Interest arises. Where it is necessary to start court proceedings or a Conflict of Interest arises and You want to use a legal representative of Your own choice, Advisers' Costs payable by Us are limited to no more than (a) Our Standard Advisers' Costs; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs regime, whichever is the lower amount.

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

- (a) The Insured Event takes place in the Period of Insurance and within the Territorial Limits
and
- (b) The Legal Action (other than in relation to Temporary Replacement Costs, Emergency Expenses and Mooring Fees) take place in 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 more than a 50% chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves Your interests. The assessment of Your claim and the prospects of its success will be carried out by an independent Adviser. If the Adviser determines that there is not more than a 50% chance of success then We may decline or discontinue support for Your case.

Proportional Costs

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

Duty of Disclosure

Consumer

If this policy covers You as a private individual, unrelated to any trade, business or profession, You must take reasonable care to answer all questions correctly. 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 term 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

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

Reasonable legal fees and costs incurred by the Adviser. Third party's costs shall be covered if awarded against You.

Data Protection Legislation

The relevant Data Protection Legislation in force in the United Kingdom at the time of the Insured Event.

We/Us/Our

MS Amlin Insurance SE in respect of underwriting this policy and Arc Legal Assistance Limited in respect of all claims handling.

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, 2, 4 & 6 The owner of the Vessel and any authorised skipper, crew or guests.

Section 3, 5, 7 & 8 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 Event

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

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.

Period of Insurance

The Period of Insurance 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.

Maximum Amount Payable

The maximum payable in respect of an Insured Event. The Maximum Amount Payable is:

Section 1 & 2:	£150,000
Sections 3, 4 & 5:	£100,000
Section 6:	£2,500
Section 7:	Up to a maximum of 28 days
Section 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 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 the Insurer in using a nominated Adviser of Our choice.

Territorial Limits

- Section 1 & 2: The cruising range area shown in the insurance policy to which this cover attaches
- Section 3, 4 & 6: The cruising range area shown in the insurance policy to which this cover attaches but within the European Union, the Azores, the Isle of Man, The Canary Islands, The Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Madeira, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey, and countries bordering the Mediterranean and including waterways connecting any of these countries.
- All other Sections: The Channel Islands, the Isle of Man, and 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 Event.

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.

Insurer

MS Amlin Insurance SE are licensed by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority.

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.

Disclosure Breach

Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.

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.

Sections of Cover

Section 1 – Uninsured Loss Recovery

What is covered

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 covered

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

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 covered

Claims For a Legal Action pursued against the owner or skipper of the Vessel, or guests aboard the Vessel at the time of the Insured Event For stress, psychological or emotional injury unless it arises from You suffering physical injury.

Section 3 – Contract Disputes

What is covered

You are covered for Advisers' Costs to pursue or defend a Legal Action 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 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

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 4 – 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 more than 50% 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 5 – 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 6 – 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 7 – 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 Event.

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 8 – 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 Event.

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 Event.

To make a claim

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.

General Exclusions

1. There is no cover where:

- (a) The start of the Insured Event predates the start of 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.
- (g) Your insurers repudiate the policy or refuse indemnity.

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, which is a new area of law without precedent.

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 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.
- (h) Where that loss or damage would have been better covered under any other insurance policy You hold.

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 the policy at any time by contacting Your insurance adviser. If You cancel the policy within 14 days of purchase, or within 14 days of receiving the policy document, whichever is the later, You will receive a full refund of premium. If You cancel the policy after 14 days there will be no refund of premium.

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
- 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 reasonably possible and within 180 days of the Insured Event. We will provide You with a claim form which must be returned promptly with all relevant information.
- (b) We may investigate the claim and take over and conduct the Legal Action in Your name. Subject to Your consent which shall not be unreasonably withheld We may reach a settlement of the Legal Action.
- (c) You must supply at Your own expense all of the information which We 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) The Insurer shall only be liable for costs for work expressly authorised by Us in writing and undertaken while there are prospects of success.
- (g) You shall supply all information requested by the Adviser and Us.
- (h) You are responsible for any Advisers' Costs if You withdraw from the Legal Action without Our prior consent. Any costs already paid by Us will be reimbursed by You.

3. Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see Complaints on page 14), 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.

7. Other insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, We will only pay Our share of the claim even if the other insurer refuses the claim.

8. Disclosure

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

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

9. Fraud

In the event of fraud, We:

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

If We determine that any claim is in any respect fraudulent or if You or anyone acting on Your behalf makes any claim or any statement knowing this to be false or fraudulent in any way, We will cancel this policy from the date of the fraudulent claim or false or fraudulent statement was made and all benefits under this policy will cease.

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.

11. Innocent misrepresentation and/or failure to disclose material information

If as a consumer You deliberately or recklessly make a misrepresentation, We will be entitled to void this policy, refuse all claims and not return any of the premiums paid.

If the breach is neither deliberate nor reckless, We will void this policy and return the premiums only if We would not have entered into this policy had We known the true position. If We would have entered into this policy, but on different terms, those terms will be deemed to be incorporated in this policy. In addition, if We would have entered this policy, whether the terms would have been the same or different, but would have charged a higher premium, We may reduce proportionately the amount to be paid on a claim.

The burden of proof for this condition will be on Us.

For the purpose of this condition the acts, omissions or knowledge of one insured will not be imputed to any other insured.

12. Sanctions

We shall not provide any benefit under this policy to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

13. Taxes

There may be circumstances where taxes may be due that are not paid via Us. If this occurs then it is Your responsibility to ensure that these are paid direct to the appropriate authority.

14. Renewal

When Your policy is due for renewal, We will write to Your insurance agent at least 21 days before the period of insurance ends with full details of Your next year's premium and policy terms and conditions. If You do not want to renew the policy, please contact Your insurance agent. Occasionally, We may not be able to offer to renew Your policy. If this happens, We will write to Your insurance agent at least 21 days before the expiry of Your policy to allow enough time for You to make alternative insurance arrangements.

Data Protection

Your information has been, or will be, collected or received by MS Amlin plc. We will manage personal data in accordance with data protection law and data protection principles. We require personal data in order to provide good-quality insurance and ancillary services and will collect the personal data required to do this. This may be personal information such as name, address, contact details, identification details, financial information and risk details. The full Data Privacy Notice can be found on www.msamlin.com/en/site-services/data-privacy-notice.html. A paper copy of the Data Privacy Notice can be obtained by contacting the Data Protection Officer by email (dataprotectionofficer@msamlin.com) or at the below address:

Data Protection Officer, MS Amlin plc, The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AG

Complaints

Our aim is to ensure that all aspects of Your insurance are dealt with promptly, efficiently and fairly. At all times We are committed to providing You with the highest standard of service.

If You have any questions or concerns about Your policy or the handling of a claim You should, in the first instance, contact Us below where applicable. In the event that You remain dissatisfied and wish to make a complaint, You can do so at any time. Making a complaint does not affect any of Your legal rights.

For complaints in respect of the selling of this product the contact details are:

Post: MS Amlin, Complaints, The Leadenhall Building, 122 Leadenhall Street,
London EC3V 4AG
Telephone: +44 (0) 20 7746 1300
Email: complaints@msamlin.com

For complaints in respect of the handling of a claim the contact details are:

Post: Arc Legal Assistance Limited, The Gatehouse, Lodge Park, Lodge Lane, Colchester CO4 5NE
Telephone: +44 (0) 1206 615000
Email: customerservice@arclegal.co.uk

If You remain dissatisfied after we have considered Your complaint, You may be entitled to refer Your complaint to the Financial Ombudsman Service who will independently consider Your complaint free of charge. Their contact details are:

Post: The Financial Ombudsman Service, Exchange Tower, London E14 9SR
Telephone: (Fixed): 0800 0234567 Tel (Mobile): 0300 1239123 Tel (Outside UK): +44 (0) 20 7964 0500
Fax: +44 (0) 20 7964 1001
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Please note:

- You must refer Your complaint to the Financial Ombudsman Service within six months of the date of our final response
- The Financial Ombudsman Service will normally only consider a complaint from private individuals or from a business that has an annual turnover of less than 2 million Euros and fewer than 10 employees.

Financial Services Compensation Scheme

MS Amlin Insurance SE is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if MS Amlin Insurance SE is unable to meet its obligation to You under this contract. If You were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk.

Broker Stamp:

Ref: 10101/427/11/INT 01/2019

MS Amlin Underwriting Services Limited is authorised and regulated by the Financial Conduct Authority