

Mercia Marine

Insurance Product Information Document

Company: Arc Legal Assistance Limited is registered in England & Wales and authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958.

Product: Marine Legal Protection

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 Protection 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.
- ✓ **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



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.

- 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.