

Marine Legal Protection Insurance

Insurance Product Information Document

Company: Arc Legal Assistance

Product: Marine Legal Protection Insurance Policy



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What is this type of insurance?

This is a marine legal expenses policy providing marine legal assistance and access to specialist marine lawyers for you and matters relating to your boat.

Marine Legal Protection provides insurance to cover up to:

- £500 per claim up to a maximum of £2,500 per annum for claims under the Emergency Expenses section of cover;
- 28 days of fees, not exceeding a maximum for the whole period of £2,500, for claims under the Mooring Fees section of cover;
- £2,500 for claims under the Temporary Replacement Costs section of cover;
- £50,000 for claims under the Contract Disputes section of cover; and
- £100,000 for claims under any other section of cover for advisers' costs for certain types of legal action(s) as detailed in this document, your policy wording and your insurance schedule.



What is insured?

We'll cover a legal advisers' costs to help you pursue or defend a claim in the following situations:

Uninsured Loss Recovery:

- ✓ 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:

- ✓ 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:

- ✓ 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.

Prosecution Defence:

- ✓ To defend a legal action in respect of a criminal offence arising from your ownership or use of the vessel.

Identity Fraud: 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;
- 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;
- ✓ To defend your legal rights and/or take reasonable steps to remove County Court Judgments 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 into the contract and allege that you have been 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 isn't insured?

The policy does not provide cover for:

Pre-Inception Incidents:

We won't cover events that started before the policy began.

Prospects of Success:

- ✗ We won't cover any legal action if there are no prospects of success. This is where you do not have a 51% or greater chance of winning the case and achieving a successful outcome.

Proportionality:

- ✗ Where your claim falls below the Small Claims Court Limit, we will not cover costs that exceed the amount of damages being claimed.

Approved Costs:

- ✗ We will not cover any 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.

Conflicts:

- ✗ We will not cover any claims relating to disputes between persons insured under this policy; nor any costs covered by another insurance policy.

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What is insured?

Emergency Expenses:

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

- ✓ • Emergency expenses to return to the United Kingdom (UK), the Channel Islands (CI), or the Isle of Man (IoM);
- 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, IoM or continue with your original journey.

Mooring Fees:

- ✓ • 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.

Temporary Replacement Costs:

- ✓ • Temporary replacements 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.



Where am I covered?

Claims which arise, or where proceedings are brought in:

Uninsured Loss Recovery and Personal Injury Pursuit:

- ✓ • The cruising range area shown in the policy to which this cover attaches.

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, 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 sections of cover:

The United Kingdom, Channel Islands and Isle of Man.



What are my obligations?

- You must notify claims as soon as possible once you become aware of the insured event and 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 require to decide whether a claim may be accepted.
- You shall supply all information requested by the adviser and us.
- You must gain our consent before incurring any legal advisers' costs.



Are there any restrictions on cover?

Excess:

- ! • You are responsible for the first £1,000 of any claim under the Uninsured Loss Recovery, Personal Injury Pursuit, Contract Disputes, Prosecution Defence and Identity Fraud sections of cover, unless you agree to appoint our panel solicitor to act for you, in which case it will be nil.

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 in excess of our standard advisers' rates.

Withdrawn Claims:

- ! • If you withdraw from the legal action without our consent, you're responsible for any advisers' costs.



When and how do I pay?

You can pay for your insurance in one lump sum with a debit / credit card or in monthly instalments by direct debit. If you pay by instalments, a credit charge will be applied.



When does the cover start and end?

This insurance is issued for a twelve month period or as shown on your certificate of insurance.



How do I cancel the contract?

You can cancel this insurance at any time by contacting your broker, or if you purchased the policy without a broker contact us directly. During the 14 day cooling off period we will provide a full refund of the premium paid unless you have made a claim on this insurance. After the 14 day cooling off period you will be entitled to a refund of any premium paid subject to a deduction for any time for which you have been covered, unless you have made a claim on this insurance. The minimum premium we will charge is £30 plus tax.