

This insurance is underwritten by MS Amlin Insurance SE. All claims are handled by Arc Legal Assistance Limited.

Arc Legal Assistance Limited is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958.

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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 Insurance provides insurance to cover you 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?

- ✓ **Uninsured Loss Recovery:** To make a claim for compensation against those whose negligence has caused you to incur uninsured losses following a collision, impact, fire or flooding causing damage to the vessel.
- ✓ **Personal Injury:** To make a claim for compensation against those whose negligence has caused your injury or death following a collision, impact, fire or flooding, while boarding or alighting the vessel.
- ✓ **Contract Disputes:** To pursue or defend a claim following a breach of 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.
- ✓ **Prosecution Defence:** To defend criminal prosecutions brought against you arising from your ownership or use of the vessel.
- ✓ **Identity Fraud:**
 - To deal with organisations who have been applied to by someone using your details fraudulently
 - To liaise with credit referencing agencies and other organisations to advise that you have been the victim of identity fraud
 - To defend your legal rights and/or remove county court judgements against you which have arisen from you being a victim of identity fraud
- ✓ **Emergency Expenses:** To cover the costs of returning you to the United Kingdom, Channel Islands or the Isle of Man if the vessel is rendered unseaworthy.
- ✓ **Mooring Fees:** To cover you for mooring fees if you are unable to use the vessel because of accidental injury or illness, or accidental loss or damage which means you are unable to use the vessel.
- ✓ **Temporary Replacement Costs:** To cover you for temporary replacement costs following a nonfault collision or impact resulting in accidental loss or damage meaning that you are unable to use the vessel for a trip which was planned before the insured event.



What is not 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 not prospects of success. This is where the likelihood of winning is less than 50%.
- ✗ **Proportionality:** We won't cover claims where the amount in dispute is lower than the estimated advisers' costs to act for you.
- ✗ **Personal Injury:** if the compensation you are claiming falls below the small claims track, costs will not be covered but you can still access the legal helpline for advice on your case.
- ✗ **Prosecution Defence:** 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.
- ✗ **Conflicts:** We will not cover any claims relating to disputes with anyone else insured under the policy nor any costs covered by another insurance policy.
- ✗ **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.



Are there any restrictions on cover?

- ! **Claims made against the providers:** there is no cover under this policy for claims made against us, your insurance adviser or the insurer of this policy.
- ! **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



Where am I covered?

Uninsured Loss Recovery and Personal Injury	The cruising range area shown in the insurance 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 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 the Man, and member states of the European Union.



What are my obligations?

- You must notify claims as soon as reasonably possible once you become aware of the insured incident and within no more than 180 days of you becoming aware of the insured incident.
- 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.



When and how do I pay?

For full details of when and how to pay, you should contact your broker, or us directly if you purchased the policy without a broker.



When does the cover start and end?

This insurance is issued for a twelve month period. Cover start and end dates will be shown on your Certificate of Insurance to which this policy attaches.



How do I cancel the policy?

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