

Marine Legal Expenses Insurance



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legal assistance



Marine Legal Expenses Insurance

Marine Legal Expenses Policy Summary

Some important facts about Your Marine Legal Expenses 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 AmTrust Europe Limited, and administered on their behalf by Arc Legal Assistance Ltd. Your Legal Expenses cover attaches to and is valid for the same duration as the Pleasure Craft Insurance Policy with which it is provided.

What is covered	Who is covered	What is not covered	How much is covered
		<p>General: -</p> <p>There is no cover for any legal costs incurred by any solicitor other than Our panel solicitor prior to the start of legal proceedings unless a conflict of interest arises</p> <p>If legal proceedings are started or a conflict of interest arises and You appoint Your own solicitor to handle Your claim You will be required to pay the first £1,000 of any claim and We will not pay more than Our Standard Advisers' Costs</p> <p>It is a condition of this insurance that there must be prospects of success in taking legal action before a claim for legal costs will be accepted</p> <p>There is no cover for: -</p> <ul style="list-style-type: none">• claims which arise outside of the Territorial Limits• costs incurred without our prior consent <p>For full details of policy exclusions and conditions please refer to the policy wording</p>	

What is covered	Who is covered	What is not covered	How much is covered
<p>Section 1: - Uninsured Loss Recovery and Personal Injury Pursuit</p> <p>You are covered to pursue claims against those whose negligence has caused Your injury or death or caused You to incur uninsured losses</p>	<p>The owner of the Vessel and any authorised skipper, crew or guests</p>	<p>Proceedings pursued against the owner or skipper of the Vessel or guests aboard the Vessel at the time of the Insured Incident</p>	<p>£100,000 per claim with no annual limit</p>
<p>Section 2: - Contract Disputes</p> <p>You are covered to pursue Proceedings following a breach of a contract You have entered into for buying goods for Your use in connection with the Vessel including the purchase of the Vessel if purchased brand new</p> <p>You are covered to pursue Proceedings following a breach of a contract You have entered into for repairs to the Vessel</p>	<p>The owner of the Vessel</p>	<p>Where the legal jurisdiction of the contract is outside of the Territorial Limits</p> <p>For disputes arising prior to You taking delivery of the Vessel</p>	<p>£100,000 per claim with no annual limit</p>
<p>Section 3: - Navigational Prosecutions</p> <p>You are covered to defend criminal prosecutions brought against You arising from the navigation of the Vessel</p> <p>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</p>	<p>The owner of the Vessel and any authorised skipper or crew</p>	<p>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</p> <p>Damages, interest, fines or costs awarded against You</p>	<p>£100,000 per claim with no annual limit</p>

What is covered	Who is covered	What is not covered	How much is covered
<p>Section 4: - Identity Fraud</p> <p>You are covered for legal 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</p> <p>You are covered for legal 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</p> <p>You are covered for legal 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 in to the contract and allege that You have been the victim of Identity Fraud</p>	<p>The owner of the Vessel</p>	<p>Any financial losses incurred by You as a result of Identity Fraud other than Advisers' Costs</p> <p>Any claims where You have not been the victim of Identity Fraud</p>	<p>£100,000 per claim with no annual limit</p>
<p>Section 5: - Repatriation Costs</p> <p>You are covered for Repatriation Costs to return to the United Kingdom 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</p> <p>You are covered for Repatriation Costs to travel from the UK to return to the Vessel whilst it is outside of the UK following repairs within 4 months of the date of the original accident which caused the Vessel to become unseaworthy</p>	<p>The owner of the Vessel and any authorised skipper, crew or guests</p>	<p>There is no cover for Repatriation Costs unless You have claimed under the policy to which this cover attaches for the repairs to the Vessel and that claim has been accepted</p>	<p>£500 per claim up to a maximum of £500 per annum</p>

What is covered	Who is covered	What is not covered	How much is covered
<p>Section 6: - Breakdown Costs</p> <p>You are covered for Breakdown Costs that You have paid following a mechanical breakdown to the Vessel which renders it unseaworthy whilst away from the Vessels' home berth</p>	The owner of the Vessel	<p>Any Breakdown Costs incurred by You in repairing the mechanical breakdown Yourself</p> <p>Any Breakdown Costs arising from mechanical breakdown of the Vessel caused by the use of fuel containing FAME (fatty acid methyl ester)</p>	200 per claim up to a maximum of £200 per annum
<p>24/7 Assistance services</p> <ul style="list-style-type: none"> • Legal and Claims Advice Line • Emergency Breakdown Technical Advice Line • Health and Medical Information Service 			

Cancellation rights (cooling off period)

Within 14 days of receipt of insurance documentation You may cancel this policy if it does not meet Your needs. Subject to Your Pleasure Craft Marine 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 "**Channel Insurance Brokers – Marine Legal Expenses**"

Complaints

If You are unhappy with the service that has been provided, You should contact Us at the address on the facing page. If You cannot settle your complaint with Us, 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 'Customer Service' information at the end of this leaflet.

Arc Legal's contact details are:

Arc Legal Assistance Ltd
 PO Box 8921
 Colchester
 CO4 5YD
 Tel 01206 615000

Email customerservice@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 AmTrust Europe Limited 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/>

Marine Legal Costs Policy Wording

This insurance is administered by Arc Legal Assistance Ltd and underwritten by AmTrust Europe Limited.

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, 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, Repatriation Costs and Breakdown Costs up to the Limit of Indemnity and the Annual 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 Repatriation Costs and Breakdown Costs) 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, adviser nominated by You.

Advisers' Costs

Reasonable legal fees and disbursements incurred by the Adviser 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 Underwriters agree to pay them and paid on the standard basis of assessment.

Annual Limit of Indemnity

The maximum amount payable under this insurance during any one Insured Period. The Aggregate Limit of Indemnity is:

Section 1, 2, 3 and 4:	No Aggregate Limit of Indemnity
Section: 5	£500
Section 6:	£200

We/Us/Our

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

Breakdown Costs

Call out costs, the cost of parts and labour charges incurred for a suitably qualified marine engineer or technician.

Excess

The amount that You must pay toward any Advisers' Costs. The Excess is £1000 in relation to Sections of Cover 1, 2, 3 and 4 unless You agree to appoint Our panel solicitor to act for You.

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 / Yourself

- Section 1 & 5: The owner of the Vessel and any authorised skipper, crew or guests.
- Section 2 & 4: The owner of the Vessel.
- Section 3: The owner of the Vessel and any authorised skipper or crew.
- Section 6: The owner of the Vessel.

If You die Your personal representatives will be covered to pursue cases covered by this insurance on behalf of You, 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 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, 2, 3 and 4:	£100,000
Section 5:	£500
Section 6:	£200

Proceedings

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

Repatriation Costs

Standard class travellers costs.

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, 5 and 6: The cruising range area shown in the policy to which this cover attaches

Section 2, 3 and 4: Member states of the European Union.

Vessel

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

Underwriters

AmTrust Europe Limited.

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 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 or skipper of the Vessel or guests aboard the Vessel at the time of the Insured Incident.

Section 2 – Contract Disputes

What is covered

You are covered for Advisers' Costs to pursue Proceedings following a breach of a contract that You have entered into for buying goods for Your use in connection with the Vessel including the purchase of the Vessel if purchased brand new. You are covered for Advisers' Costs to pursue Proceedings following a breach of a contract You have entered into for repairs to the 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 arising prior to You taking delivery of the Vessel.

Section 3 – Navigational Prosecutions

What is covered

You are covered for Advisers' Costs to defend criminal prosecutions brought against You within a criminal court arising from the navigation 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 alleges 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.

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

Section 5 – Repatriation Costs

What is covered

You are covered for Repatriation Costs 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 Repatriation Costs 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 Repatriation Costs unless You have claimed under the policy to which this cover attaches for the repairs to the Vessel and that claim has been accepted.

Section 6 – Breakdown Costs

What is covered

You are covered for Breakdown Costs You have paid following a mechanical breakdown to the Vessel which renders it unseaworthy whilst away from the Vessel's home berth.

What is not covered

Any Breakdown Costs incurred by You in repairing the mechanical breakdown Yourself.

Any Breakdown Costs arising from mechanical breakdown of the Vessel caused by the use of fuel containing FAME (fatty acid methyl ester).

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 circumstance 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 and Claims Advice Line

You may use the 24 hour advisory service for telephone advice on any legal problem of concern relating to the Vessel 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 "**Channel Insurance Brokers – Marine Legal Expenses**" for assistance.

Emergency Breakdown Technical Advice Line

You should contact the 24/7 Breakdown Technical Advice Line following mechanical breakdown for advice on how to repair the mechanical problem. If the problem can not be fixed over the telephone, where available, assistance may be provided to attend to the Vessel and attempt to repair the breakdown.

This is a technical helpline only – there is no insurance cover under this helpline for any costs associated with attending and repairing the Vessel and no guarantee that attendance to the Vessel will be available. If attendance to the Vessel is provided the costs will not be covered under this insurance other than where described in Section of Cover 6. If Section of Cover 6 does apply You will be responsible for paying any costs to the engineer and reclaiming these under the terms of this policy.

In the event of attendance to the Vessel via this service You will be required to subscribe to an annual mechanical breakdown assistance contract with Sea Start Ltd. The costs of subscription is not covered under the insurance policy.

To access this service telephone **0344 770 1081** and quote "**Channel Insurance Brokers – Marine Legal Expenses**" 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 "**Channel Insurance Brokers – Marine Legal Expenses**" 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 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 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.
 - g) Your Vessel's insurers repudiate the hull insurance 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 venture for gain by You or Your business projects under Sections of Cover 2 and 6.
 - c) A dispute about either the amount Your insurance company should pay to settle an insurance claim or the way a claim should be settled.
 - d) A dispute between persons insured under this policy.
 - e) Medical or clinical treatment, advice, assistance or care. f) Stress, psychological or emotional injury.
 - f) Illness, personal injury or death which is caused gradually or is not caused by a specific event. h) An application for a judicial review. i) 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 policy to which this cover attaches, the Adviser or Us.
 - e) For appeals without the prior written consent of Us.
 - 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) For the Excess
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 adviser providing fourteen days written notice.

Your insurance advisor or Us may cancel the insurance by giving fourteen days notice in writing to You at the address shown on the schedule of the policy to which this cover attaches, or an alternative address provided by You. No refund of premium shall be made.

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 an Adviser to act for You, You may do so. Where You have elected to use an Adviser of Your own choice You will be responsible for any Advisers' Costs in excess of Our Standard Advisers' Costs. The Adviser must:
 - i.) Confirm in writing that he will enable You to comply with Your obligations under this insurance.
 - ii.) Agree with Us the rate at which his costs will be calculated. If no agreement is reached the Law Society will be asked to nominate another legal representative and this nomination shall be binding.
 - iii.) Represent You in accordance with Our standard conditions of appointment
- 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 shall 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 straightaway.

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 the complaint has not been resolved 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 You cannot settle Your complaint with Us.

Our contact details are:

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD
Tel +(0044) 1206 615000
Email customerservice@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel 08000 234 567
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 AmTrust Europe Limited 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. 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.

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at www.fca.org.uk.