



Marine Legal Expenses

Insurance Policy Wording

arc
legal assistance


COLLIDGE
&
PARTNERS

Your Marine Legal Expenses Policy Wording



ASSISTANCE SERVICES

Legal and Claims Advice Line

You may use the 24 hour advisory service for telephone advice on any legal or taxation 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 "**Collidge & Partners**" 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 "**Collidge & Partners**" for assistance.

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by AmTrust Europe Limited, on whose behalf **We** act.

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** and other costs and expenses as detailed under the separate sections of cover, up to the **Maximum Amount Payable** where:

- a) The Insured **Event** takes place within the **Period of Insurance** and within the **Territorial Limits**, and, where applicable,
- b) The **Legal Action** takes place in the **Territorial Limits**

This insurance does not provide cover where something **You** do or fail to do prejudices **Your** position or the position of the **Insurer** in connection with the **Legal Action**.

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 disclose correct information. 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 condition 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 specialist panel solicitors or their agents appointed by Us to act for You , or, where agreed by Us , 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 .				
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.				
Data Protection Legislation	The relevant Data Protection Legislation in force within the Territorial Limits where this cover applies at the time of the Insured Event .				
Disclosure Breach	Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract				
Insured Event	The incident or the first of a series of incidents which Incident 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.				
Insurer	AmTrust Europe Limited.				
Legal Action	<ul style="list-style-type: none"> • The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance or; • The defence of criminal prosecutions arising from Your ownership or use of the Vessel 				
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				
Maximum Amount Payable	The maximum payable in respect of an Insured Event as stated below: <table border="0" style="margin-left: 20px;"> <tr> <td>Cover 1, 2, & 4</td> <td>£100,000</td> </tr> <tr> <td>Cover 3</td> <td>£50,000</td> </tr> </table>	Cover 1, 2, & 4	£100,000	Cover 3	£50,000
Cover 1, 2, & 4	£100,000				
Cover 3	£50,000				
Standard Advisers' Costs	The level of Advisers' Costs that would normally be incurred in using a nominated Adviser of Our choice.				
Territorial Limits	<table border="0" style="margin-left: 20px;"> <tr> <td>Cover 1 & 2</td> <td>The cruising range area shown in the policy to which this cover attaches.</td> </tr> <tr> <td>Cover 3 & 4</td> <td>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.</td> </tr> </table>	Cover 1 & 2	The cruising range area shown in the policy to which this cover attaches.	Cover 3 & 4	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.
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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.
We / Us / Our	Arc Legal Assistance Ltd.
You / Your / Yourself	<p>Cover 1, 2 & 4 The owner of the Vessel and any authorised skipper, crew or guests.</p> <p>Cover 3 The owner of the Vessel.</p> <p>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.</p>

SECTIONS OF COVER

Section 1 – Uninsured Loss Recovery

What is insured	What is not insured
<p>(a) 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.</p> <p>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.</p>	<p>(a) 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</p>

Section 2 - Personal Injury Pursuit

What is insured	What is not insured
<p>(a) 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.</p> <p>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.</p>	<p>(a) 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</p> <p>(b) For stress, psychological or emotional injury unless it arises from You suffering physical injury</p>

Section 3 – Contract Disputes

What is covered	What is not covered
<p>(a) Advisers' Costs to pursue a Legal Action following a breach of a contract You have for buying goods for Your private use in connection with the Vessel. This includes the purchase of the Vessel when purchased from new</p> <p>(b) Advisers' Costs to pursue a Legal Action following a breach of a contract You have for repairs to the Vessel</p> <p>(c) Advisers' Costs to defend a Legal Action brought against You following a breach of a contract You have for selling goods you have used in connection with the Vessel (in a private capacity) for the private and personal use of another person. This includes the sale of the Vessel.</p>	<p>Claims</p> <p>(a) Where the amount in dispute is less than £100 plus VAT</p> <p>(b) For Advisers' Costs where the legal jurisdiction of the contract is outside of the Territorial Limits</p> <p>(c) For disputes arising prior to You taking delivery of the Vessel</p> <p>(d) For a venture for gain by You or Your business partners</p>

Section 4 – Navigational Prosecution Defence

What is covered	What is not covered
<p>(a) Advisers' Costs to defend a Legal Action in respect of a criminal offence arising from Your navigation of the Vessel.</p> <p>(b) You will only be covered for pleas in mitigation where such a plea has a reasonable prospect of such a plea materially affecting the likely outcome.</p>	<p>(a) Claims for Advisers' Costs to defend a Legal Action arising from allegations of dishonesty, or committing deliberate or reckless acts, or whilst being in control of the Vessel whilst under the of alcohol or drugs.</p>

GENERAL EXCLUSIONS

1. There is no cover where:

- (a) The **Insured Event** began to start or had started before the **Period of Insurance**.
- (b) **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed.
- (c) An estimate of the **Advisers'Costs** is more than the amount in dispute.
- (d) **You** fail to give full information or facts to **Us** or to the **Adviser** on a matter material to **Your** claim.
- (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 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 dispute about either the amount **You** insurance company should pay to settle an insurance claim or the way a claim should be settled.
- (c) A dispute between persons insured under this policy.
- (d) An application for a judicial review.
- (e) 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 a legal representative 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**, the insurers of the policy to which this cover attaches, the **Adviser** or **Us**.
- (e) For appeals without **Our** prior written consent.
- (f) For the costs of any legal representative other than those of the **Adviser** prior to the issue of court proceedings or a **Conflict of Interest** arising.
- (g) For any costs which **You** incur and wish to recover which **You** cannot substantiate with documentary evidence.

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.

We or **Your** insurance adviser 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 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:

- (a) Where **We** have a reasonable suspicion of fraud
- (b) **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
- (c) 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 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 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 'How to Make a Claim'), 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 judgment (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.
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.

CUSTOMER SERVICE – HOW 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 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.

Privacy and Data Protection Notice

1. Data Protection

Arc Legal Assistance are committed to protecting and respecting **Your** privacy in accordance with the current **Data Protection Legislation** ("Legislation"). Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit **HYPERLINK** "<http://www.arclegalassistance.co.uk>"

2. How We Use Your Personal Data and Who We Share it With

We may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** notice.

4. Disclosure of Your Personal Data

We may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

5. Your Rights

You have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

6. Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact **The Data Protection Officer**, please see website for full address details.

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** or before **We** have investigated the complaint if both parties agree.

Our contact details are:	Arc Legal Assistance Ltd PO Box 8921 Colchester CO4 5YD Tel 01206 615 000 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 (FSCS). If **We** fail to carry out Our responsibilities under this policy, **You** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.org.uk or by phone on 0800 678 1100 or 020 7741 4100

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority 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.

Arc Legal are members of British Marine



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