

Canal Boat Legal Solutions Policy Document



Canal Boat Legal Solutions **Policy Document**

Please read this policy carefully and in full to familiarise yourself with the terms and conditions, as well as the:



Legal and tax advice helpline



Consumer Legal Services website



Claims procedure.

If you are unsure about anything in this document please contact whoever you purchased your policy from.

Obtain a claim form

To ask for a claim form call us on **0117 917 1698** between 9am and 5pm weekdays (except bank holidays) or go online at www.arag.co.uk/newclaims

Telephone helplines

24/7 legal advice on personal matters within EU law **0344 571 7976**

UK tax advice 9am to 5pm weekdays (except bank holidays) **0344 571 7976**

Identity theft advice and resolution service 8am to 8pm seven days a week **0333 000 2083**

Consumer Legal Services

Register today at: www.araglegal.co.uk and enter the voucher code AFE48BBE98B5 to access the law guide and download legal documents to help with consumer legal matters.

Main benefits of Canal Boat Legal Solutions

Cover empowers you to protect your legal rights in the future. With support from ARAG you and your family could be protected from legal costs arising from:

- disputes over the purchase of goods and services or private sale of goods, including your canal boat
- disputes with your neighbour
- pursuing a claim for injury or death against the person or organisation at fault
- identity theft
- defending a prosecution that arises from a road traffic or work-related offence
- mooring disputes for moorings of over 180 days
- disputes relating to short term chartering of your canal boat.

Who is ARAG?

Our UK operation provides a nationwide service from our Bristol Head Office. We are part of ARAG SE, a global leader in legal expenses insurance which generates annual premium income in excess of €1.8 billion.

It has always been our vision to enable everyone, not just those that can afford it, to assert their legal rights. With this aim in mind we provide innovative and affordable products to both companies and individuals.

We are committed to providing our customers with legal advice and representation throughout a legal problem. We recognise that we will only grow by ensuring that we provide excellent products and an outstanding service to our customers.



Helplines

All helplines are subject to fair and reasonable use. The level of fair usage will depend on individual circumstances. However, if our advisors consider that your helpline usage is becoming excessive they will tell you. If following that warning usage is not reduced to a more reasonable level, we can refuse to accept further calls.

Legal and tax advice 0344 571 7976

If you have a legal or tax problem we recommend that you call our confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 7 days a week, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

The advice covers personal legal matters within EU law or personal tax matters within the UK. Your query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

Identity Theft Helpline & Resolution Service

This helpline provides advice to help you keep your identity secure. If you suspect you are a victim of identity theft, our specialist caseworkers can help you to restore your credit rating and correspond with your card issuer, bank or other parties. This service is available from 8am to 8pm seven days a week by calling **0333 000 2083**.

What happens if the insurer cannot meet its liabilities?

AmTrust Europe Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation up to 90% of the cost of your claim in the unlikely event that the insurer cannot meet its obligations. Further information about compensation scheme arrangements is available at www.fscs.org.uk

Claims procedure

If you need to make a claim you must notify us as soon as possible.

1. Under no circumstances should you instruct your own solicitor or accountant as the insurer will not pay any costs incurred without our agreement.
2. You can download a claim form at www.arag.co.uk/newclaims or you can request one by telephoning us on **0117 917 1698** between 9am and 5pm Monday to Friday (except bank holidays).
3. Your completed claim form and supporting documentation can be submitted to ARAG by email, post or fax. Further details are set out in the claim form itself. We will send you a written acknowledgment by the end of the next working day after the claim is received.
4. Within five working days of receiving all the information needed to assess the availability of cover under the policy, we will write to you either:
 - a) confirming cover under the terms of your policy and advising you of the next steps to progress your claim; or
 - b) if the claim is not covered, explaining in full the reason why and advising whether we can assist in another way.
5. When an advisor is appointed they will try to resolve your dispute without delay, arranging mediation whenever appropriate. Matters cannot always be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

Privacy Statement

This is a summary of how we collect, use, share and store personal information. To view our full privacy statement, please see our website www.arag.co.uk

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. We will hold and process this information in accordance with all relevant data protection regulations and legislation. Should we ask for personal or sensitive information, we undertake that it shall only be used in accordance with our privacy statement. We may also collect information for other parties such as suppliers we appoint to process the handling of a claim.

Using personal or sensitive information

The reason we collect personal or sensitive information is to fulfil our contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, we may need to share personal or sensitive information with other organisations.

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to our full privacy statement for full details.

Keeping personal information

We shall not keep personal information for any longer than necessary.

Your rights

Any person insured by this policy has a number of rights in relation to how we hold personal data including; the right to a copy of the personal data we hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted. For a full list of privacy rights and when we will not be able to delete personal data please refer to our full privacy statement.

Canal Boat Legal Solutions

This policy is evidence of the contract between **you** and the **insurer**. The policy and schedule shall be read together as one document.

Terms that appear in bold type have special meanings. Please read **Meaning of words & terms** for more information.

Your policy cover

Following an Insured event the **insurer** will pay the **insured's legal costs & expenses** up to £100,000 (including the cost of appeals) for all claims related by time or originating cause, subject to all of the following requirements being met:

- 1) **You** have paid the insurance premium.
- 2) The **insured** keeps to the terms of this policy and cooperates fully with **us**.
- 3) The Insured event happens within the **territorial limit**.
- 4) The claim
 - a) always has **reasonable prospects of success** and
 - b) is reported to **us**
 - i) during the **period of insurance** and
 - ii) as soon as the **insured** first becomes aware of circumstances which could give rise to a claim.
- 5) Unless there is a conflict of interest the **insured** always agrees to use the **appointed advisor** chosen by **us** in any claim
 - a) to be heard by the **small claims court** and/or
 - b) before proceedings have been or need to be issued.
- 6) Any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory body agreed with **us**.

A claim is considered to be reported to **us** when **we** have received the **insured's** fully completed claim form.

Insured **events covered**

1 Contract

A dispute arising out of an agreement or alleged agreement which has been entered into by the **insured** for

- a) buying or hiring consumer goods or services
- b) privately selling goods
- c) buying or selling **your insured boat**

What is not covered under Insured event 1

Any claim arising from or relating to:

1. a dispute with a tenant or leasee where the **insured** is the landlord or lessor
2. loans, mortgages, pensions, or any other banking, life or long-term insurance products, savings or investments
3. the **insured's** business activities, trade, venture for gain, profession or employment
4. a contract involving a motor vehicle
5. a settlement due under an insurance policy
6. construction work, or designing, converting or extending any building where the contract value exceeds £6,000 including VAT.

2 Mooring disputes

A dispute that arises from a written agreement which **you** have entered into regarding the recorded moorings of **your insured boat**.

What is not covered under Insured event 2

Any claim arising from or relating to:

1. costs incurred in excess of £2,500
2. any mooring of less than 180 days.

3 Contract disputes relating to Short Term Chartering

A dispute that arises from a written agreement which **you** have entered into to charter or let out **your insured boat** on a short term basis.

What is not covered under Insured event 3

Any claim arising from or relating to:

1. costs incurred in excess of £2,500
2. any charter of more than 14 days.

4 Property

A dispute relating to visible property which the **insured** owns following

- a) an event which causes physical damage to the **insured's** property including **your insured boat**
- b) a public or private nuisance or trespass.

What is not covered under Insured event 4

1. The first £250 of any claim under Insured event 3 b). This is payable by the **insured** as soon as **we** accept the claim.
2. Any claim arising from or relating to:
 - a) a contract entered into by an **insured**
 - b) any building or land
 - c) a motor vehicle
 - d) the compulsory purchase of, or demolition, restrictions, controls or permissions placed on **your** property by any government, local or public authority
 - e) defending any dispute under Insured event 3 a) other than defending a counter claim or an appeal
 - f) a dispute with any party other than the person(s) who caused the damage, nuisance or trespass.

5 Personal injury

A sudden event directly causing the **insured** physical bodily injury or death.

What is not covered under Insured event 5

Any claim arising from or relating to:

1. a condition, illness or disease which develops gradually over time
2. mental injury, nervous shock, depression or psychological symptoms where the **insured** has not sustained physical injury to their body
3. defending any claim other than an appeal.

6 Legal defence

a) Marine

A prosecution being brought against **you** that arises from or relates to **your insured boat**.

b) Work

An alleged act or omission of the **insured** that arises from their work as an employee and results in:

- i) the **insured** being interviewed by the police or others with the power to prosecute
- ii) a prosecution being brought against the **insured** in a court of criminal jurisdiction
- iii) civil proceedings being brought against the **insured** under unfair discrimination laws.

c) Other

A formal investigation or disciplinary hearing being brought against the **insured** by a professional or regulatory body.

d) Motor

A motoring prosecution being brought against the **insured**.

What is not covered under Insured event 6

Any claim arising from or relating to:

1. using the **insured boat** without a valid licence or Boat Safety Scheme certificate if appropriate.
2. owning a vehicle or driving without motor insurance or driving without a valid driving licence
3. a parking offence.

7 Loss of earnings

The **insured's** absence from work to attend court, tribunal, arbitration or regulatory proceedings at the request of the **appointed advisor** or whilst on jury service which results in loss of earnings.

What is not covered under Insured event 7

1. Loss of earnings in excess of £1,000.
2. Any sum which can be recovered from the court or tribunal.

8 Identity theft

A dispute arising from the use of the **insured's** personal information without their permission in order to commit fraud or other crimes provided the **insured** contacts **our** Identity Theft Advice and Resolution Service as soon as they suspect that their identity may have been stolen.

What is not covered under Insured event 8

The **insurer** will not pay for any money claimed, goods, loans, or other property or financial loss or other benefit obtained as a result of the identity theft.

9 Uninsured loss recovery

An event, which is not **your** fault, that damages the **insured boat** and/or personal property on it.

What is not covered under Insured event 9

An accident that happens before the start of the policy.

What is **not covered** by this policy (applicable to the whole policy)

The **insured** is not covered for any claim arising from or relating to:

1. **legal costs & expenses** incurred without **our** consent
2. any actual or alleged act or omission or dispute happening before, or existing at the start of the policy and which the **insured** believed or ought reasonably to have believed could lead to a claim
3. an amount below £100
4. an allegation against the **insured** involving:
 - a) assault, violence, dishonesty, malicious falsehood or defamation
 - b) the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials
 - c) illegal immigration
 - d) offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
5. a dispute between **your** family members
6. an **insured's** deliberate or reckless act
7. a judicial review
8. a dispute arising from or relating to clinical negligence
9. a dispute with **us** not dealt with under Condition 6, or the **insurer** or the company that sold this policy
10.
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - c) war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
 - d) pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
 - e) any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action. If the **insurer** alleges that by reason of this exclusion any liability or loss is not covered by this policy, the burden of proving the contrary shall be upon the **insured**
11. a group litigation order
12. the payment of fines, penalties or compensation awarded against the **insured**.

Policy **conditions**

Where the **insurer's** risk is affected by the **insured's** failure to keep to these conditions the **insurer** can cancel **your** policy, refuse a claim or withdraw from an ongoing claim. The **insurer** also reserves the right to recover **legal costs & expenses** from the **insured** if this happens.

1. The insured's responsibilities

An **insured** must:

- a) tell **us** immediately of anything that may make it more costly or difficult for the **appointed advisor** to resolve the claim in the **insured's** favour
- b) cooperate fully with **us**, give the **appointed advisor** any instructions **we** require, and keep them updated with progress of the claim and not hinder them
- c) take reasonable steps to claim back **legal costs & expenses** and, where recovered, pay them to the **insurer**
- d) keep **legal costs & expenses** as low as possible
- e) allow the **insurer** at any time to take over and conduct in the **insured's** name, any claim.

2. Freedom to choose an appointed advisor

- a) In certain circumstances as set out in 2b) below the **insured** may choose an **appointed advisor**. In all other cases no such right exists and **we** shall choose the **appointed advisor**.
- b) The **insured** may choose an **appointed advisor** if:
 - i) **we** agree to start proceedings or proceedings are issued against an **insured**, or
 - ii) there is a conflict of interestexcept where the **insured's** claim is to be dealt with by the **small claims court** where **we** shall choose the **appointed advisor**.
- c) Where the **insured** wishes to exercise the right to choose, the **insured** must write to **us** with their preferred representative's contact details. Where the **insured** chooses to use their preferred representative, the **insurer** will not pay more than **we** agree to pay a solicitor from **our** panel. (**Our** panel solicitor firms are chosen with care and **we** agree special terms with them which may be less than the rates available from other firms.)
- d) If the **insured** dismisses the **appointed advisor** without good reason, or withdraws from the claim without **our** written agreement, or if the **appointed advisor** refuses with good reason to continue acting for an **insured**, cover will end immediately.
- e) In respect of a claim under Insured event 1 Contract or 5 Personal injury, the **insured** must enter into a **conditional fee agreement** or the **appointed advisor** must enter into a **collective conditional fee agreement**, where legally permitted.

3. Consent

- a) The **insured** must agree to **us** having sight of the **appointed advisor's** file relating to the **insured's** claim. The **insured** is considered to have provided consent to **us** or **our** appointed agent to have sight of their file for auditing and quality control purposes.
- b) An **insured** must have **your** agreement to claim under this policy.

4. Settlement

- a) The **insurer** has the right to settle the claim by paying the reasonable value of the **insured's** claim.
- b) The **insured** must not negotiate, settle the claim or agree to pay **legal costs & expenses** without **our** written agreement.
- c) If the **insured** refuses to settle the claim following advice to do so from the **appointed advisor**, the **insurer** reserves the right to refuse to pay further **legal costs & expenses**.
- d) The **insured** must settle **communication costs** arising from Insured event 8 Identity theft in

the first instance and make a receipted claim to **us** for reimbursement.

5. Barrister's opinion

We may require the **insured** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the **insured**, then the **insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then the **insurer** will pay for a final opinion which shall be binding on the **insured** and **us**. This does not affect the **insured's** right under Condition 6 below.

6. Disputes

If any dispute between the **insured** and **us** arises from this policy, the **insured** can make a complaint to **us** as described on the back page of this policy and **we** will try to resolve the matter. If **we** are unable to satisfy the **insured's** concerns the **insured** can ask the Financial Ombudsman Service to arbitrate over the complaint.

7. Other insurance

The **insurer** will not pay more than their fair share (rateable proportion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist.

8. Fraudulent claims and claims tainted by dishonesty

- a) If an **insured** makes any claim which is fraudulent or false, the policy shall become void and all benefit under it will be lost.
- b) An **insured** shall at all times be entirely truthful and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that the **insured** has breached this condition and that the breach has:
 - i) affected **our** assessment of **reasonable prospects of success**, and/or
 - ii) prejudiced any part the outcome of the **insured's** claimthe **insurer** shall have no liability for **legal costs & expenses**.

9. Cancellation

- a) **You** may cancel the policy within 14 days of the date of the purchase of this policy with a full refund of the premium paid provided that an **insured** has not made a claim which has been accepted.
- b) **You** may cancel this policy at any time by giving at least 21 days' written notice to **us**. The **insurer** will refund the premium for the remaining **period of insurance** unless the **insured** has notified a claim which has been or is subsequently accepted under this policy in which case no return of premium shall be allowed.
- c) Where there is a valid reason for doing so, the **insurer** has the right to cancel the policy at any time by giving at least 21 days' written notice to **you**. The **insurer** will refund the premium for the remaining **period of insurance**. **We** will set out the reason for cancellation in writing. Valid reasons may include but are not limited to:
 - i) where the party claiming under this policy fails to cooperate with or provide information to **us** or the **appointed advisor** in a way that materially affects **our** ability to process a claim, or **our** ability to defend the **insurer's** interests
 - ii) where the party claiming under this policy uses threatening or abusive behaviour or language, or intimidates or bullies **our** staff or suppliers
 - iii) where **we** reasonably suspect fraud.

The **insurer** also reserves the right to withdraw from any claim in the circumstances noted in 9 c).

10. Acts of Parliament & Jurisdiction

All legal instruments and rules referred to within the policy shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation. This policy will be governed by English law.

11. Contracts (Rights of Third Parties) Act 1999

A person who is not party to this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.

Meaning of **words & terms**

Certain words and terms contained in this policy have been defined as they have the same meaning wherever they appear.

Appointed advisor

The solicitor, accountant, mediator or other advisor appointed by **us** to act on behalf of the **insured**.

Collective conditional fee agreement

A legally enforceable agreement entered into on a common basis between the **appointed advisor** and **us** to pay their professional fees on the basis of 100% "no-win no-fee".

Conditional fee agreement

A legally enforceable agreement between the **insured** and the **appointed advisor** for paying their professional fees on the basis of 100% "no-win no-fee".

Communication costs

The reasonable cost of phone calls, postage (including special delivery), image scanning, photocopying or credit reports where the **insured** has taken advice from **our** Identity Theft Advice and Resolution Service.

Insured

You, your partner and relatives permanently living with **you** in **your** main home in the UK. (The **insurer** will cover **your** children temporarily away from home for the purposes of higher education.)

Insured boat

The canal **boat insured** under this policy, which has been declared to **us**, and named in the schedule to which this policy attaches.

Insurer

AmTrust Europe Limited.

Legal costs & expenses

1. Reasonable legal costs and disbursements reasonably and proportionately incurred by the **appointed advisor** on the standard basis and agreed in advance by **us**. The term "standard basis" can be found within the Courts' Civil Procedure Rules Part 44.
2. In civil claims, other side's costs, fees and disbursements where the **insured** has been ordered to pay them or pays them with **our** agreement.
3. The **insured's** basic wages or salary under Insured event 7 Loss of earnings while attending court or tribunal at the request of the **appointed advisor** or whilst on jury service.
4. The **insured's communication costs**.

Period of insurance

The period shown in the schedule to which this policy attaches.

Reasonable prospects of success

1. Other than as set out in 2. and 3. below, a greater than 50% chance of the **insured** successfully pursuing or defending the claim and, if the **insured** is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained.

2. In criminal prosecution claims where the **insured**
 - a) pleads guilty, a greater than 50% chance of reducing any sentence or fine or
 - b) pleads not guilty, a greater than 50% chance of that plea being accepted by the court.
3. In all claims involving an appeal, a greater than 50% chance of the **insured** being successful.

Where it has been determined that **reasonable prospects of success** as set out in 1., 2. and 3. above do not exist, the **insured** shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome.

Small claims court

A court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999; a court in Scotland that uses the simple claims procedure as set out by the Courts Reform (Scotland) Act 2014, a court in Northern Ireland where the sum in dispute is less than £3,000 or the equivalent jurisdiction in the Channel Islands and Isle of Man where the policy applies.

Territorial limit

For Insured events 1 Contract and 5 Personal injury: the United Kingdom, Channel Islands, Isle of Man, countries in the European Union, Norway and Switzerland.
For all other Insured events: the United Kingdom, Channel Islands and Isle of Man.

We/us/our

ARAG plc who is authorised under a binding authority agreement on behalf of the **insurer**, AmTrust Europe Limited.

You/your

The person(s) named in the schedule to which this policy attaches.

Signed by



**Managing Director
ARAG plc**

How we handle complaints

Step 1

ARAG is committed to providing a first class service at all times. However, if a complaint arises, this should be addressed to our Customer Relations Department who will arrange to have it reviewed at the appropriate level. We can be reached in the following ways:



0117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For our mutual protection and training purposes, calls may be recorded).



customerrelations@arag.co.uk



ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN.

Step 2

If we are not able to resolve the complaint to your satisfaction then you can refer it to the Financial Ombudsman Service (FOS). They can be contacted at:



0800 0234 567 or 0300 123 9123



complaint.info@financial-ombudsman.org.uk



Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk

The FOS's decision is binding upon the insurer, but you are free to reject it without affecting your legal rights.

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN.

ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369. ARAG plc is authorised to administer this insurance on behalf of the insurer AmTrust Europe Limited. AmTrust Europe Limited is registered in England and Wales number 1229676 Registered address: Market Square House, St. James's Street, Nottingham NG1 6FG. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority firm registration number 202189. This can be checked by visiting the FCA website at www.fca.org.uk/register.

ARAG plc and AmTrust Europe Limited are covered by the Financial Ombudsman Service.

www.arag.co.uk