

Marine Legal Costs Policy Summary

Some important facts about Your Marine Legal Costs 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 Inter Partner Assistance SA, and administered on their behalf by Arc Legal Assistance Ltd.

What is covered	Who is Covered	What is not covered	How much is covered
Legal Expenses of up to £100,000 per claim are 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>It is a condition of this insurance that there must be reasonable 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>	
<p>Section 1: -</p> <p>Uninsured Loss Recovery and Personal Injury Pursuit You are covered to pursue claims against those whose negligence has caused your injury or death or caused you to incur uninsured losses.</p>	The owner of the vessel and any authorised skipper, crew or guests.	Proceedings pursued against the owner or skipper of the vessel or guests aboard the vessel at the time of the insured incident.	£100,000 per claim with no annual limit
<p>Section 2: -</p> <p>Contract Disputes 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>	The owner of the vessel.	<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>	£100,000 per claim with no annual limit

<p>Section 3: -</p> <p>Prosecution Defence 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>
<p>Section 4: -</p> <p>Identity Fraud 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: -</p> <p>Breakdown Costs 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>	<p>The owner of the vessel.</p>	<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>	<p>£200 per claim up to a maximum of £200 per annum</p>
<p>Section 6: -</p> <p>Emergency Expenses You are covered for emergency expenses 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. You are covered for emergency expenses to travel from the UK to return to the vessel whilst it is outside of the UK following repairs within 4 months.</p>	<p>The owner of the vessel and any authorised skipper, crew or guests.</p>	<p>There is no cover for emergency expenses 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>£1500 per claim up to a maximum of £1500 per annum</p>

<p>24/7 Assistance services</p> <ul style="list-style-type: none"> ▪ Legal and Claims Advice Line. ▪ Emergency Breakdown Technical Advice Line. ▪ Travel Concierge & Personal Risk Advice Line. 			
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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 insurance advisor 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 legal advice line on **0844 770 1085** and quote **“LEIM/04/14”**.

Complaints

If you are unhappy with the service that has been provided, you should contact us at the address below. 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 your policy document.

Arc Legal’s contact details are:
 Arc Legal Assistance Ltd
 PO Box 8921
 Colchester
 CO4 5YD
 Tel 0844 770 9000
 Email claims@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 Inter Partner Assistance 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/> or by telephoning 0800 678 1100.