



Marine Legal Protection Insurance Product Information Document

Company: Arc Legal Assistance Ltd

Product: Marine Legal Protection

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

This document summarises the key features of your insurance policy. It is not tailored to individual needs and so may not provide all the information relevant to your cover requirements. Complete pre-contractual and contractual information is provided in other documents.

What is this type of insurance?

Marine Legal Protection provides insurance to cover up to:

- £500 per claim up to a maximum of £2,500 per annum for claims under the Emergency Expenses section of cover;
- Fees for up to 28 days, not exceeding a maximum for the whole period of £2,500 for claims under the Mooring Fees section of cover;
- £2,500 for claims under the Temporary Replacement Costs section of cover;
- £25,000 for claims under the Contract Disputes section of cover; and
- £100,000 for claims under any other section of cover

for advisers' costs for certain types of legal action(s) as detailed in this document, your policy wording and your insurance schedule.



What is insured?

We'll cover a legal advisers' costs to help you pursue or defend a claim in the following situations:

- ✓ **Uninsured Loss Recovery:** 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.
- ✓ **Personal Injury Pursuit:** 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.
- ✓ **Contract Disputes:** To pursue or defend a legal action following a breach of a contract you have for buying goods or services in connection with the vessel, including the purchase or sale of the vessel.
- ✓ **Prosecution Defence:** To defend a legal action in respect of a criminal offence arising from your ownership or use of the vessel.
- ✓ **Identity Fraud:** 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;
 - 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;
 - To defend your legal rights and/or take reasonable steps to remove County Court Judgments against you that have been obtained by an organisation from which you are alleged to have purchased, hired or leased goods or services where you deny having



What is not insured?

The policy does not provide cover for:

- ✗ **Pre-Inception Incidents:** We won't cover events that started before the policy began.
- ✗ **Prospects of Success:** We won't cover any legal action if there are no prospects of success. This is where you do not have a 51% or greater chance of winning the case and achieving a successful outcome.
- ✗ **Proportionality:** Where your claim falls below the Small Claims Court Limit, we will not cover costs that exceed the amount of damages being claimed.
- ✗ **Approved Costs:** We will not cover any advisers' costs or any other costs and expenses incurred which have not been agreed in advance or are above those for which we have given our prior written approval.
- ✗ **Conflicts:** We will not cover any claims relating to disputes between person's insured under this policy; nor any costs covered by another insurance policy.



Are there any restrictions on cover?

- ! **Excess:** You are responsible for the first £1,000 of any claim under the Uninsured Loss Recovery, Personal Injury Pursuit, Contract Disputes, Prosecution Defence and Identity Fraud sections of cover, unless you agree to appoint our panel solicitor to act for you, in which case it will be nil.
- ! **Your Own Advisers' Costs:** Once court proceedings are issued, or in the event that a conflict of interest arises; you're welcome to use your own legal representative, but we won't cover any costs in excess of our standard advisers' rates.

- entered into the contract and allege that you have been the victim of identity fraud
- To defend a legal action arising from use of the vessel's identity by another person or organisation without your permission.

- ✓ **Emergency Expenses:** In the event that the vessel is damaged whilst overseas in an accident following a collision, impact, fire or flooding rendering it unseaworthy:
 - Emergency expenses to return to the United Kingdom (UK), the Channel Islands (CI), or the Isle of Man (IoM);
 - Emergency expenses to return to the repaired vessel within four months of the date of the original incident, in order to return the vessel to the UK, CI, IoM or continue with your original journey;
- ✓ **Mooring Fees:** Mooring fees for your home berth if you are unable to use the vessel for any purpose as a result of your accidental injury or illness, or accidental loss or damage to the vessel.
- ✓ **Temporary Replacement Costs:** Temporary replacements costs following a non-fault collision or impact resulting in accidental loss or damage to the vessel of such severity you are unable to use it for a trip that was planned prior to the insured event.

! Withdrawn Claims: If you withdraw from the legal action without our consent, you're responsible for any advisers' costs.



Where am I covered?

- ✓ Claims which arise, or where proceedings are brought in:
 - Uninsured Loss Recovery and Personal Injury Pursuit:** The cruising range area shown in the policy to which this cover attaches;
 - Contract Disputes, Prosecution Defence and Emergency Expenses:** The cruising range ear shown in the insurance policy to which this cover attaches but within the United Kingdom, 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, Turkey and countries bordering the Mediterranean and including waterways connecting any of these countries.
 - All other sections of cover:** The United Kingdom, Channel Islands and Isle of Man.



What are my obligations?

- You must notify claims as soon as possible once you become aware of the insured event and within no more than 180 days of you becoming aware of the insured event.
- You must supply, at your own expense, all of the information which we reasonably require to decide whether a claim may be accepted.
- You shall supply all information requested by the adviser and us.
- You must gain our consent before incurring any legal advisers' costs.



When and how do I pay?

You can pay for your insurance in one lump sum with a debit / credit card or in monthly instalments by direct debit. If you pay by instalments, a credit charge will be applied.



When does the cover start and end?

Your policy may be renewed and payment taken unless you contact us to stop it before the renewal date.

or

We will contact you before your renewal date and before taking payment to confirm your renewal terms.



How do I cancel the policy?

You can cancel the policy at any time by calling us on 01656 784866 or e-mail us at recepton@porthcawl-insurance.co.uk.

More information about your cancellation rights, applicable administration charges and the reasons we can cancel the policy are included with your policy documents.



Marine Legal Expenses Insurance Policy Wording

Your Marine Legal Protection Policy Wording



MARINE LEGAL PROTECTION

Marine Legal Protection provides:

- Assistance Helplines including 24/7 Legal Advice
- Insurance for legal costs for certain types of disputes

ASSISTANCE HELPLINE SERVICES

Legal and Claims Advice Line

You can use the helpline service to discuss any legal problem occurring within the United Kingdom, the Channel Islands and the Isle of Man, and arising during the period of this policy.

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 "Arc Legal Marine" 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 "Arc Legal Marine" for assistance.

TERMS OF COVER

This cover is managed and provided by Arc Legal Assistance Limited. The insurance parts of this section are underwritten by the Insurer and **We** act on their behalf.

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 as detailed under the separate sections of cover, up to the Maximum Amount Payable, where:

- a) The Insured Event takes place in the Period of Insurance and within the Territorial Limits
- and
- b) The Legal Action takes place within 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 a 51% or greater 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 a 51% or greater 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

Where the following words appear in bold they have these special meanings.

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				
Emergency Expenses	Standard class travelling costs incurred by You.				
Excess	<p>The amount that You must pay towards the costs of any claim as stated below:</p> <table border="1"> <tr> <td>Cover 1, 2, 3, 4 & 5</td> <td>£1000 unless You agree to appoint Our panel solicitor to act for You in which case it will be Nil</td> </tr> <tr> <td>All other cover</td> <td>Nil</td> </tr> </table> <p>The Excess shall be paid to and at the request of the Adviser</p>	Cover 1, 2, 3, 4 & 5	£1000 unless You agree to appoint Our panel solicitor to act for You in which case it will be Nil	All other cover	Nil
Cover 1, 2, 3, 4 & 5	£1000 unless You agree to appoint Our panel solicitor to act for You in which case it will be Nil				
All other cover	Nil				
Home Berth	The mooring location that is shown in Your insurance certificate, or where it is not shown, Your permanent mooring that You are contracted to pay for.				
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.				
Insured Event	<p>The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.</p> <p>Identity Fraud In a claim arising from Identity Fraud the Insured Event is a single act or the start of a series of single acts against You by one person or group of people.</p> <p>For the purposes of the Maximum Amount Payable, only one Insured Event will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.</p>				
Insurer	AmTrust Specialty Limited				

<p>Maximum Amount Payable</p>	<p>The maximum payable in respect of an Insured Event. As stated below:</p> <table border="1" data-bbox="331 129 1023 357"> <tr> <td>Cover 1, 2, 4 & 5</td> <td>£100,000</td> </tr> <tr> <td>Cover 3</td> <td>£25,000</td> </tr> <tr> <td>Cover 6</td> <td>£500 up to a maximum of £2,500 per annum</td> </tr> <tr> <td>Cover 7</td> <td>Fees for up to 28 days, not exceeding a maximum for the whole period of £2,500.</td> </tr> <tr> <td>Cover 8</td> <td>£2,500</td> </tr> </table>	Cover 1, 2, 4 & 5	£100,000	Cover 3	£25,000	Cover 6	£500 up to a maximum of £2,500 per annum	Cover 7	Fees for up to 28 days, not exceeding a maximum for the whole period of £2,500.	Cover 8	£2,500
Cover 1, 2, 4 & 5	£100,000										
Cover 3	£25,000										
Cover 6	£500 up to a maximum of £2,500 per annum										
Cover 7	Fees for up to 28 days, not exceeding a maximum for the whole period of £2,500.										
Cover 8	£2,500										
<p>Mooring Fees</p>	<p>Normal fees You have contracted and are required to pay to a marina or mooring supplier for mooring the Vessel.</p>										
<p>Legal Action</p>	<p>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</p>										
<p>Legal Helpline</p>	<p>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.</p>										
<p>Period of Insurance</p>	<p>The Period of Insurance declared to and accepted by Us, which runs concurrently with the period of the underlying insurance policy to which this legal expenses insurance attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.</p>										
<p>Standard Advisers' Costs</p>	<p>The level of Advisers' Costs that would normally be incurred in using a nominated Adviser of Our choice.</p>										
<p>Temporary Replacement Costs</p>	<p>The reasonable market standard costs of bare boat chartering an equivalent boat to the Vessel for the period of a trip planned prior to the Insured Event.</p>										
<p>Territorial Limits</p>	<table border="1" data-bbox="331 906 1023 1222"> <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 & 6</td> <td>The cruising range area shown in the insurance policy to which this cover attaches but within The United Kingdom, 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, Turkey and countries bordering the Mediterranean and including waterways connecting any of these countries.</td> </tr> <tr> <td>All other Cover</td> <td>The United Kingdom, Channel Islands and Isle of Man.</td> </tr> </table>	Cover 1 & 2	The cruising range area shown in the policy to which this cover attaches	Cover 3, 4 & 6	The cruising range area shown in the insurance policy to which this cover attaches but within The United Kingdom, 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, Turkey and countries bordering the Mediterranean and including waterways connecting any of these countries.	All other Cover	The United Kingdom, Channel Islands and Isle of Man.				
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All other Cover	The United Kingdom, Channel Islands and Isle of Man.										
<p>Vessel</p>	<p>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.</p>										
<p>We/Us/Our</p>	<p>Arc Legal Assistance Ltd.</p>										
<p>You/Your/ Yourself</p>	<table border="1" data-bbox="331 1369 1023 1474"> <tr> <td>Cover 1, 2, 4 & 6</td> <td>The owner of the Vessel and any authorised skipper, crew or guests.</td> </tr> <tr> <td>All other cover</td> <td>The owner of the Vessel.</td> </tr> </table> <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>	Cover 1, 2, 4 & 6	The owner of the Vessel and any authorised skipper, crew or guests.	All other cover	The owner of the Vessel.						
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All other cover	The owner of the Vessel.										

COVER

1 Uninsured Loss Recovery

What is insured:

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.

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.

What is not insured:

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

2 Personal Injury Pursuit

What is insured:

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.

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.

What is not insured:

Claims

- a) 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
- b) For stress, psychological or emotional injury unless it arises from You suffering physical injury

3 Contract Disputes

What is insured:

Advisers' Costs to pursue or defend a Legal Action following a breach of a contract You have for buying goods or services in connection with the Vessel including the purchase or sale of the Vessel.

What is not insured:

Claims

- a) For Advisers' Costs where the legal jurisdiction of the contract is outside of the Territorial Limits
- b) For disputes or knowledge of disputes that arise during the manufacture/fitting out of a Vessel
- c) For disputes arising from any commercial activity or venture for gain in connection with the Vessel including chartering

4 Prosecution Defence

What is insured:	What is not insured:
<p>Advisers' Costs to defend a Legal Action in respect of a criminal offence arising from Your ownership or use of the Vessel. Pleas in mitigation are covered where there is a more than 51% prospect of such a plea materially affecting the likely outcome.</p>	<p>Claims</p> <ul style="list-style-type: none">a) 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 influence of alcohol or drugs (whether prescribed or otherwise).b) Where You are entitled to public funding

5 Identity Fraud

What is insured:	What is not insured:
<ul style="list-style-type: none">a) 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.b) 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.c) 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 from which You are alleged to have purchased, hired or leased goods or services where You deny having entered in to the contract and allege that You have been the victim of Identity Fraud.d) Advisers' Costs to defend a Legal Action arising from use of the Vessel's identity by another person or organisation without Your permission.	<p>Claims</p> <ul style="list-style-type: none">a) For any financial losses incurred by You as a result of Identity Fraud other than Advisers' Costsb) Where You are not the victim of Identity Fraudc) Where the Identity Fraud has been committed by somebody You live withd) Where You did not take action to prevent Yourself from further instances of Identity Fraud following an Insured Event

6 Emergency Expenses

What is insured:	What is not insured:
<p>In the event that the Vessel is damaged whilst overseas in an accident following a collision, impact, fire or flooding rendering it unseaworthy:</p> <ul style="list-style-type: none">i) Emergency Expenses to return to the United Kingdom (UK), Channel Islands (CI) or the Isle of Man (IoM)ii) Emergency Expenses to return to the repaired Vessel within four months of the date of the original incident, in order to return the Vessel to the UK, CI, IoM or continue with Your original journey.	<p>Claims for Emergency Expenses unless You have claimed under the insurance policy to which this cover attaches for the repairs to the Vessel and that claim has been accepted.</p>

7 Mooring Fees

What is insured:	What is not insured:
Mooring Fees for Your Home Berth if You are unable to use the Vessel for any purpose as a result of Your accidental injury or illness, or accidental loss or damage to the Vessel	Claims a) For the first seven days of Mooring Fees in relation to each and every Insured Event b) For Mooring Fees if any loss or damage to the Vessel arises from wear and tear or mechanical or electrical failure or breakdown

8 Temporary Replacement Costs

What is insured:	What is not insured:
Temporary Replacement Costs following a non-fault collision or impact resulting in accidental loss or damage to the Vessel of such severity You are unable to use it for a trip that was planned prior to the Insured Event.	Claims a) Where there is no identifiable and pursuable negligent third party b) Where You are unable to prove that You had planned the trip prior to the Insured Event

GENERAL EXCLUSIONS

1. There is no cover where:	a) You should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed b) An estimate of the Advisers' Costs is more than the amount in dispute c) Advisers' Costs or any other costs and expenses incurred which have not been agreed in advance or are above those for which We have given Our prior written approval d) Your insurers repudiate the insurance policy or refuse indemnity
2. There is no cover for any claim directly or indirectly arising from:	a) A dispute about either the amount Your insurance company should pay to settle an insurance claim or the way a claim should be settled. b) A dispute between persons insured under this policy. c) An application for a judicial review. d) Defending or pursuing new areas of law or test cases
3. There is no cover for claims:	a) Over loss or damage where that loss or damage is insured under any other insurance b) Made by or against Your insurance Adviser, the Insurer, the insurers of the policy to which this cover attaches, the Adviser or Us c) You make which are false or fraudulent or exaggerated
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. Claims

- a) You must notify claims as soon as 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. Where it is necessary to start court proceedings or a Conflict of Interest arises, and You wish to nominate a legal representative to act for You, You may do so. Where You have elected to use a legal representative 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.

2. 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 51% or greater 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

3. Proportionality

We will only pay Advisers' Costs that are proportionate to the amount of damages that You are claiming in the Legal Action. Advisers' Costs in Excess of the amount of damages that You are able to claim from Your opponent will not be covered.

4. 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.

5. Disclosure	<p>If You fail to disclose relevant information or You disclose false information in relation to this policy, We, or the broker may:</p> <ol style="list-style-type: none"> Cancel the contract and keep the premiums if the Disclosure Breach is deliberate or reckless Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the Disclosure Breach been known Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the Disclosure Breach been known 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
6. Fraud	<p>In the event of fraud, We:</p> <ol style="list-style-type: none"> Will not be liable to pay the fraudulent claim May recover any sums paid to You in respect of the fraudulent claim May cancel this policy with effect from the fraudulent act and keep all premiums paid to Us Will no longer be liable to You in any regard after the fraudulent act.
7. Other Insurances	<p>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.</p>
8. Cancellation	<p>You may cancel this insurance at any time by writing to Your insurance Adviser providing 14 days written notice. If You exercise this right within 14 days of taking out this insurance, You will receive a refund of premium provided You have not already made a claim against the insurance.</p> <p>We may cancel the insurance by giving 14 days' notice in writing to You at the address shown on the schedule, or alternative address provided by You. No refund of premium shall be made.</p> <p>We will only invoke this right in exceptional circumstances as a result of You behaving inappropriately, for example:</p> <ol style="list-style-type: none"> Where We have a reasonable suspicion of fraud You use threatening or abusive behaviour or language or intimidation or bullying of Our staff or suppliers Where it is found that You, deliberately or recklessly, disclosed false information or failed to disclose important information
9. English Law and Language	<p>This contract is governed by English Law and the language for contractual terms and communication will be English.</p>
10. Change in Law	<p>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.</p>

CUSTOMER SERVICES INFORMATION

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. The helpline will ask You to complete and submit a claim form online by visiting <https://claims.arclegal.co.uk>. Alternatively they will send a claim form to You. If Your problem is not covered under this insurance, the helpline may be able to offer You assistance under a private funding arrangement.

Privacy and Data Protection Notice

(For the purpose of this Privacy and Data Protection Notice only, '**We**' means Arc Legal Assistance and the **Insurer**)

Data Protection

We will keep **your** personal information safe and private. There are laws that protect **Your** privacy and **We** follow them carefully. Under the laws, **We** are the company responsible for handling **Your** information (Data Controller). Here is a simple explanation of how **We** use **Your** personal information. For more information visit AmTrust's website at <https://amtrustinternational.com/dpn> or Arc's website at www.arclegal.co.uk

What we do with your personal information

We might need to use the information **We** have about **You** for different reasons.

For example, **We** might need it:

- to run through **Our** computerised system to decide if **We** can offer **You** this insurance.
- to help **You** if **You** have any queries or want to make a claim.
- to provide **You** with information, products or services if **You** ask **Us** to.
- for research or statistics.

We will need it:

- to provide this insurance.
- to contact **You** to ask if **You** want to renew it.
- to protect both **You** and **Us** against fraud and money laundering.
- to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/ sensitive and important such as information about **Your** health or any criminal convictions **You** might have. **We** might need this kind of information to decide if **We** can offer **You** this insurance or to help **You** with a claim. **We** will only use this information for these specific reasons and in line with regulatory conditions.

We might need to share **Your** information with other companies or people who provide a service to **Us**, or to **You** on **Our** behalf. They include companies that are part of **Our** group, people **We** work with, insurance brokers, **Our** agents, reinsurers, credit agencies, medical professionals, insurance reference bureaux, fraud detection agencies, regulatory authorities and anyone else **We** might need to share it with by law. **We** will only share **Your** information with them if **We** need to and if it is allowed by law.

Sometimes **We** might need to send **your** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). We currently send it to the USA and Israel. **We** make sure that **Your** information is always kept safely and treated in line with the law and this notice.

You can tell **Us** if **You** do not want **Us** to use **Your** information for marketing. **You** can also ask **us** to provide **You** with the information **We** have about **You** and, if there are any mistakes or updates, **You** can ask **Us** to correct them. **You** can also ask **Us** to delete **Your** information (although there are some things **We** cannot delete). **You** can also ask **Us** to give **Your** information to someone else involved in **Your** insurance. If **You** think **We** did something wrong with **Your** information, **You** can complain to the local data protection authority.

We will not keep **Your** information longer than **We** need to. **We** will usually keep it for 10 years after **Your** insurance ends unless **We** have to keep it longer for other business or regulatory reasons

If **You** have any questions about how **We** use **Your** information, **You** can contact **Our** Data Protection Officer.

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 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 (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. 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 Specialty Limited, Registered Office: Exchequer Court, 33 St Mary Axe, London EC3A 8AA, Registered Number: 1229676.

AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. 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.

Arc Legal are members of British Marine



November 2020