

Pleasure Craft Marine Legal Costs Policy Wording LEI/05/10

This insurance is administered by Arc Legal Assistance Limited and underwritten by Inter Partner Assistance S.A.

In the event of a valid claim under this insurance, Arc will appoint Irwin Mitchell Solicitors, or their agents, to handle the Insured's case. The Insured is not covered for any other legal adviser's fees unless court proceedings are issued.

The insurance covers Advisers' Costs up to the Limit of Indemnity where:-

- a) The Insured Incident takes place in the Insured Period and within the Territorial Limits
and
- b) The Proceedings take place in the Territorial Limits.

Definitions

1	Insured / You / Your	The owner of the Vessel and any authorised skipper crew or guests. If the Insured dies his personal representatives will be covered to pursue cases covered by this insurance on behalf of the Insured, which arose prior to his death.
2	The Vessel	The Vessel insured under the policy to which this cover attaches.
3	Advisers' Costs	Reasonable legal fees incurred by the Adviser up to the hourly rate shown in the Arc fee scale ruling at the time the Adviser is instructed and disbursements essential to the Insured's case. Legal costs shall be assessed on the standard basis and third party's costs shall be covered if awarded against the Insured and paid on the standard basis of assessment.
4	Proceedings	The pursuit of civil proceedings to obtain damages.
5	Limit of Indemnity	The maximum payable in respect of an Insured Incident, which is £50,000
6	Insured Incident	The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one Insured Incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.
7	Territorial Limits	As defined in the pleasure craft marine insurance schedule to which this policy attaches.
8	Insured Period	One year from the date shown on the Insured's pleasure craft marine insurance schedule to which this cover attaches.
9	Arc	Arc Legal Assistance Limited who have arranged this insurance and administer it on behalf of the Underwriters.
10	Adviser	Irwin Mitchell Solicitors or their agents appointed by Arc to act for the Insured.
11	Computer	Any computer or other electronic data processing device, equipment or system or any hardware, software, programme, instruction, data or component utilised or intended to be utilised in or by such item, or any actual or intended function of or process performed by any of them.
12	Underwriters	Inter Partner Assistance who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.

Cover

The Insured is covered for Adviser's Costs up to the limit of indemnity to pursue damages claims following a collision, impact, fire or flooding causing damage to the Vessel against those whose negligence has caused his injury or death or caused him to suffer uninsured losses.

Exclusions

1. There is no cover where:-
 - The Insured Incident began to occur or had occurred before the Insured purchased the pleasure craft marine insurance policy to which this cover attaches.
 - The Insured should reasonably have realised that a claim under this insurance might occur when the pleasure craft marine insurance policy to which this cover attaches was purchased.
 - The Insured fails to give proper information to Arc or to the Adviser.
 - The Insured's act or omission prejudices the Insured's or the Underwriters' position in connection with the Proceedings.
 - Adviser's Costs have not been agreed in advance or are above those for which Arc has given its prior written approval.

2. There is no cover for any claim arising from: -
 - Any venture for gain or business project of the Insured other than yachting and angling charters.
 - A dispute between persons insured under this policy.
 - Any consequence of any failure of the Computer (by whomsoever owned or operated) to recognise or respond to correctly and effectively, any particular date or period of time (continuous or otherwise).
 - An application for Judicial Review.

3. There is no cover: -
 - For Adviser's Costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party.
 - For damages, interest, fines or costs awarded in criminal courts.
 - Where the Insured has other legal costs insurance cover.
 - For claims made by or against the Underwriters, Arc or your pleasure craft marine insurance scheme administrators.
 - Where the insurers of the Vessel repudiate the policy or refuse indemnity.
 - For claims which are caused by or arise from faults in the Vessel or faulty, incomplete or incorrect service, maintenance or repair of the Vessel.
 - For claims relating to Proceedings pursued against a Vessel's owner by a guest or against a guest by the owner.
 - Where the claim is for breach of contract.
 - For appeals without the prior written consent of Arc.
 - Prior to the issue of court proceedings, for the costs of any legal representative other than those of the Adviser unless expressly agreed by Arc. Such agreement is entirely at Arc's discretion.

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

This insurance will automatically terminate if the pleasure craft marine insurance policy to which this cover attaches is cancelled.

Your pleasure craft marine insurance scheme administrators or Arc may cancel the insurance by giving fourteen days notice in writing to the Insured at the address shown on the schedule, unless otherwise a change of address has been notified to your pleasure craft marine insurance scheme administrators.

No refund of premium shall be made for any cancellation made after the first 14 days of either receiving your policy documentation, or the start of the period of insurance.

2. Claims

- a) The Insured must notify claims as soon as reasonably possible within 180 days of the Insured Incident and complete the claim form. This must be returned promptly with all relevant information.
- b) Arc may investigate the claim and take over and conduct the Proceedings in the Insured's name. Subject to the Insured's consent which shall not be unreasonably withheld Arc may reach a settlement of the Proceedings.
- c) The Insured must supply at his own expense all of the information which Arc reasonably requires to decide whether a claim may be accepted. If Court Proceedings are required and the Insured wishes to nominate an Adviser to act for him he may do so. The Adviser must:-
 - i.) Confirm in writing that they will enable the Insured to comply with his obligations under this insurance.
 - ii.) Agree with Arc the rate at which his costs will be calculated. If no agreement is reached the Law Society will be asked to nominate an Adviser and this nomination shall be binding.
- d) The Adviser will:-
 - i.) Provide a detailed view of the Insured's prospects of success including the prospects of enforcing any judgement obtained.
 - ii.) Keep Arc fully advised of all developments and provide such information as Arc may require.
 - iii.) Keep Arc regularly advised of Adviser's Costs incurred.
 - iv.) Advise Arc of any offers to settle and payments in to court. If contrary to Arc's advice such offers or payments are not accepted there shall be no further cover for Adviser's Costs unless Arc agrees in its absolute discretion to allow the case to proceed.
 - v.) Submit bills for taxation or certification by the appropriate body if requested by Arc.
 - vi.) Attempt recovery of costs from third parties.
- e) In the event of a dispute arising as to Adviser's Costs Arc may require the Insured to change Adviser.
- f) Underwriters shall only be liable for costs for work expressly authorised by Arc in writing and undertaken while there are reasonable prospects of success.

- g) The Insured shall supply all information requested by the Adviser and Arc.
- h) The Insured is liable for any Adviser's Costs if he withdraws from the Proceedings without Arc's prior consent. Any costs already paid by Arc will be reimbursed by the Insured.

3. Disputes

Any dispute between the Insured and Arc shall be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

4. Reasonable Prospects

At any time Arc, on behalf of the Underwriters, may form the view that the Insured does not have a reasonable prospect of success in the action he is proposing to take or is taking. If so, Arc may decline support or any further support. In forming this view Arc may take into account:-

- a) The amount of money at stake.
- b) The fact that a reasonable person without legal costs insurance would not wish to pursue the matter.
- c) The prospects of being able to enforce a judgement.
- d) The fact that the Insured's interests could be better achieved in another way.

5. English Law

This contract is governed by English Law.

6. Language

The language for contractual terms and communication will be English.

To make a claim

This insurance only covers legal fees incurred by The Advisor or their agents appointed by Arc until court proceedings are issued. If court proceedings are issued, you may nominate another solicitor to act for you.

As soon as you have a legal problem that you may require assistance with under this insurance you should telephone the legal advice line.

In general terms, you are required to immediately notify Arc of any potential claim or circumstances which may give rise to a claim. If you are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the legal advice line for assistance.

Telephone advice line

Use the 24 hour advisory service for telephone advice on any private legal problem of concern to you.

Specialist lawyers are at hand to help you. If you need a lawyer to act for you and your problem 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 under a private funding arrangement.

Simply telephone **0844 770 1040** and when prompted quote "Pleasure Craft Marine Legal Costs Insurance".

Data Protection Act

The details of the Insured, the Insured's insurance cover and claims will be held by Arc and or the Underwriters for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

Customer Service

Arc's aim is to get it right, first time, every time. If we make a mistake, we will try to put it right promptly. If you, the Insured, are unhappy with the service that has been provided, you should contact us at the address overleaf. 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 is not yet resolved plus an indication of when a final response will be provided. 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 a final response will be provided. After eight weeks, if you are not satisfied with the delay you may refer your complaint to the Financial Ombudsman Service. You can also refer to the Financial Ombudsman Service if you cannot settle your complaint with us.

Our contact details are:

Arc Legal Assistance Ltd
PO Box 8921
Langham
Colchester
CO4 5YD
Tel 0844 770 9000

Email enquiries@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Tel 0845 606 1234

Email consumerhelp@fsa.gov.uk

Compensation

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if Arc or Inter Partner Assistance are unable to meet their 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/>

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Services Authority. Our FSA Register number is 305958. Our permitted business is arranging with a view to transactions in non-investment insurance contracts, arranging (bringing about) non-investment insurance contracts, advising on non-investment insurance contracts, dealing as an agent in non-investment insurance contracts and assisting in the administration and performance of non-investment insurance contracts. You can check this on the FSA's register by visiting the website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Inter Partner Assistance (IPA) is a branch of Inter Partner Assistance SA (IPA SA) based in Belgium. IPA SA is authorised by the Commission Bancaire, Financiere et des Assurance (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Services Authority here in the UK. Their FSA Register number is 202664. Their regulative activities are Miscellaneous Financial Loss, Legal Expenses and Assistance.

IPA is a member of the Association of British Insurers.

IPA address details are:

Inter Partner Assistance
The Quadrangle
106-118 Station Road
Redhill
Surrey RH1 1PR
Registered No: FC008998

