

MARINE LEGAL COVER

Yachting and boating should be an enjoyable experience with you, your crew and vessel returning safe and sound at the end of your cruise or race. Unfortunately, though, sometimes things go wrong and you find yourself involved in a legal dispute. Marine law is complex and it is important that you have access to specialist advice and representation.

Marine Legal Cover is an insurance to protect you against risks not covered by most yacht policies – no matter how good they are. Marine Legal Cover will pay for you to have specialist representation if your vessel is involved in a collision or other marine accident and you suffer financial loss or injury. For example, you may have to pay an excess under your policy or lose the benefit of a planned holiday cruise.

If you or your crew are injured, it is even more important that you receive expert help. Marine Legal Cover also pays your legal costs if you are prosecuted or become involved in a contract dispute.

Marine Legal Cover pays up to £100,000 for professional fees for each claim to cover your own lawyer's costs and those of your opponent, if awarded against you.

Demands and Needs Statement

This insurance is designed to meet the demands and needs of boat owners wishing to protect themselves against future legal costs in a range of disputes as described in this leaflet.

Summary of Cover

Legal expenses are covered so that you may pursue civil claims against those to blame for damage to your vessel following collision, impact, fire and flooding.

In addition you are covered to pursue contract claims if you purchase defective goods and to defend criminal prosecutions arising out of the navigation of the vessel.

See the policy wording for full details of the insurance cover, including the conditions and exclusions.

How to Join

Pay the premium to your insurance adviser and your cover will run for 12 months.

Making a Claim

You must give Amicus details of any claim as soon as possible and no more than 180 days after the insured incident happening. You can write to:

Claims Department, Amicus Legal Ltd, The Old Exchange, 64 West Stockwell Street, Colchester, CO1 1HE.

Alternatively, please telephone 01206 366500, or fax 01206 366501

Advice Line

Our 'in-house' lawyers are always available to help you with any legal problem or question concerning your vessel. We may be able to help you to resolve many problems before they become full-blown disputes. This service provides for 'first aid' advice on yachting legal problems to those who have paid the premium for Marine Legal Cover. Telephone 01206 366500.

Marine Legal Cover Policy

Meaning of words in this policy

1. **We, our, us**
Amicus Legal Ltd who administer this insurance and handle claims on behalf of the **underwriters**.
2. **You, your**
The person who has taken out this policy, being the owner of the **vessel**.
3. **Insured person**
Section 1(a)
You, and any authorised skipper, crew or guests. If the **insured person** dies, the **insured person's** personal representatives will be covered to pursue cases covered by this insurance on behalf of the **insured person**, which arose prior to the **insured person's** death.

Section 1(b)
You

Section 2
You and any authorised skipper of the **vessel** at the time of the **insured incident**.
4. **Vessel**
The craft declared to **us** and in respect of which the premium has been paid.
5. **Representative**
The lawyer or other suitably qualified person, who has been appointed by **us** to act for the **insured person** in accordance with the terms of the policy.
6. **Legal Costs**
All reasonable and necessary costs charged by the **representative** on a standard basis. Also, the costs incurred by opponents in civil cases if the **insured person** has to pay them, or pays them with **our** agreement.
7. **Cruising Range**
Section 1(a) United Kingdom, Isle of Man, Channel Islands, Europe, countries bordering the Mediterranean, the Caribbean, the Azores, Cape Verde Islands, Canaries, Madeira, Bermuda, Australia, New Zealand and Hong Kong.

Section 1(b) United Kingdom, the Channel Islands and the Isle of Man, and 2.
8. **Period of Insurance**
One year from the date shown on the declaration returned to **us**.

9. **Date of Occurrence**
For civil claims, the **date of occurrence** is the date of the event which may lead to a claim. If there is more than one event arising at the same time, or from the same cause, the **date of occurrence** is the date of the first of these events. For criminal cases, the **date of occurrence** is when the **insured person** began, or is alleged to have begun, to break the criminal law in question.
10. **Underwriters**
DAS Legal Expenses Insurance Company Ltd.

Cover

1. This policy covers the **insured person**. **We** agree to provide the insurance in this policy for as long as:-
 - (a) the premium has been paid;
 - (b) the **date of occurrence** of the **insured incident** is during the **period of insurance**;
 - (c) any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **cruising range**;
 - (d) for **civil claims**, it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **we** have agreed to) or make a successful defence;
 - (e) the **insured event** occurs within the **cruising range**.
2. For all **insured incidents**, we will help in appealing or defending an appeal, as long as the **insured person** tells **us** within the time limits allowed that they want **us** to appeal. Before **we** pay the **legal costs** for appeals, **we** must agree that it is always more likely than not that the appeal will be successful.
3. **We** will only pay the **legal costs** charged by a **representative** appointed by **us**.
4. The most **we** will pay for all claims resulting from one or more event arising at the same time, or from the same cause, is £100,000.

Insured Incidents

Section 1(a) Accident Loss Recovery and Bodily Injury

We will negotiate for the **insured person's** legal rights in a claim against a party who causes the death of, or bodily injury to, the **insured person**, or causes the **insured person** to suffer out of pocket expenses following a collision, impact, fire or flooding, causing damage to the **vessel**.

What is not covered under Section 1(a)

- (i) Any claims caused by, or arising from faults in the **vessel** or faulty, incomplete or incorrect service, maintenance or repair of the **vessel**.
- (ii) Any claims caused by, or arising from an alleged breach of contract.
- (iii) Any claims where one **insured person** is pursuing a legal action against another **insured person**.

Section 1(b) Contract Disputes

We will negotiate for the **insured person's** legal rights in a contractual dispute arising from an agreement, or an alleged agreement, which the **insured person** has entered into with a retailer in respect of goods supplied for the **insured person's** use in connection with the **vessel**.

Provided that:

- (i) the amount in dispute must not be less than £125 and not more than £5,000.
- (ii) The **insured person** must have entered into the agreement or alleged agreement after the **insured person** first purchased this insurance.
- (iii) The agreement or alleged agreement must have been entered into within the **cruising range** and during the **period of insurance**.

Section 2 Legal Defence

We will defend the **insured person's** legal rights if an event arising directly from an **insured person** navigating the vessel leads to the insured person being prosecuted in a Court of Criminal Jurisdiction in the **cruising range**.

What is not covered under Section 2

- (i) any claim relating to the **insured person's** alleged dishonesty or alleged violent behaviour.
- (ii) pleas in mitigation where there is no real prospect of a plea reducing the penalty.

What is not covered by this policy

1. Any claim reported to us more than 180 days after the date the **insured person** should have known about the **insured incident**.
2. Any **legal costs** that are incurred before **we** agree to pay them.
3. Any claim relating to the following:-
 - (a) the **insured person's** dishonesty or violent behaviour;
 - (b) the settlement payable under an insurance policy.
4. Any claim arising from any venture for gain or business project of the **insured person**, other than yachting and angling charters.
5. Fines, damages or other penalties which the **insured person** is ordered to pay by a Court or other authority.
6. Defending the **insured person's** legal rights after an event which causes the death of, or bodily injury to, the **insured person**.
7. Any claim caused by, contributed to, or arising from:-
 - (a) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - (b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - (c) war, invasion, foreign enemy hostilities (whether war to be declared or not), civil war, rebellion, revolution, military force or coup; or
 - (d) pressure waves caused by aircraft or any other airborne devices, travelling at sonic or supersonic speeds.
8. Any claim directly, or indirectly, caused by, or resulting from any device failing to recognise, interpret, or process any date as its true calendar date.
9. Any disagreement with **us**, or the **underwriters**, which is not dealt with under Condition 7.
10. Any legal action the **insured person** takes, which **we** or the **representative** have not agreed to, or where the **insured person** does anything that hinders **us** or the **representative**.
11. An application for judicial review.
12. Apart from **us** or the **underwriters**, the **insured person** is the only person who may enforce all or any part of this policy, and the rights and interests arising from, or connected with it. This means that The Contract (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third party rights or interest.
13. Any claim where the marine insurers of the **vessel** have refused to accept **your** marine insurance claim.

Conditions which apply to the whole policy

1. The **insured person** must:-
 - (a) keep to the terms and conditions of this policy;
 - (b) try to prevent anything happening that may cause a claim;
 - (c) take reasonable steps to keep any amount **we** have to pay as low as possible;
 - (d) send everything **we** ask for, in writing;
 - (e) give (**us** full details in writing of any claim as soon as possible, and give **us** any information **we** need.
2.
 - (a) **We** can take over and conduct in the name of the **insured person**, any claim or legal proceedings at any time. **We** can negotiate any claim on behalf of the **insured person**.
 - (b) The **insured person** is free to choose a **representative** (by sending **us** a suitably qualified person's name and address) if:-
 - (i) **we** agree to start Court proceedings and it becomes necessary for a lawyer to represent the interests of the **insured person** in those proceedings; or
 - (ii) there is a conflict of interest.

We may choose not to accept the **insured person's** choice, but only in exceptional circumstances. If there is a disagreement over the choice of **representative** in these circumstances, the **insured person** may choose another suitably qualified person.

 - (c) In all circumstances, except those in 2(b) above, **we** are free to choose a **representative**.
 - (d) Any **representative** will be appointed by **us** to represent the **insured person**, according to **our** standard terms of appointment. The **representative** must co-operate fully with **us** at all times.
 - (e) **We** will have direct contact with the **representative**.
 - (f) The **insured person** must co-operate fully with **us** and the **representative**, and must keep **us** up to date with the progress of the claim.
 - (g) The **insured person** must give the **representative** any instructions **we** require.
3.
 - (a) The **insured person** must tell **us** if anyone offers to settle the claim.
 - (b) If the **insured person** does not accept a reasonable offer to settle the claim, **we** may refuse to pay any **legal costs**.
 - (c) **We** may decide to pay the **insured person** the amount of damages the **insured person** is claiming, or what is being claimed against them, instead of starting or continuing legal proceedings.
4.
 - (a) The **insured person** must tell the **representative** to have **legal costs** taxed, assessed or audited if **we** ask for this.
 - (b) The **insured person** must take every step to recover **legal costs** that **we** have to pay, and must pay **us** any **legal costs** that are recovered.
5. If the **representative** refuses to continue acting for the **insured person**, or if the **insured person** dismisses the **representative**, the cover **we** provide will end at once, unless **we** agree to appoint another **representative**.
6. If the **insured person** settles a claim or withdraws it without **our** agreement, or does not give suitable instructions to a **representative**, the cover **we** provide will end at once and **we** will be entitled to reclaim any **legal costs** we have paid.
7. If **we** and the **insured person** disagree about the choice of **representative**, or about the handling of a claim, **we** and the **insured person** can choose another suitably qualified person to decide the matter. **We** and the **insured person** must both agree to the choice of this in writing. Failing this, **we** will ask the president of the relevant National Law Society to choose a suitably qualified person. All costs of resolving this must be paid by the party whose argument is rejected.

8. **We** may, at **our** discretion, require the **insured person** to obtain, at **your** expense, an opinion from a lawyer or other suitably qualified person chosen by the **insured person** and **us**, as to the merits of the claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that the **insured person** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence, **we** will pay the costs of obtaining the opinion.
9. **We** can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand. **You** can cancel this policy within 14 days of taking it out. After this **you** can cancel it any time by telling the person who sells **you** this insurance, subject to 14 days notice of cancellation. **You** can ask the person who sells **you** this insurance about getting a refund of premium if **you** cancel this policy.
10. **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.
11. The policy will be governed by English Law.

Data Protection

To provide and administer the legal advice service and legal expenses insurance we must process your personal data and where appropriate your sensitive personal data, and in doing this we will comply with the Data Protection Act 1998. We may need to pass data to the underwriters of the policy, DAS Legal Expenses Insurance Company Ltd. Unless required by law, by our regulator or a professional body, we will not disclose your data to any other person or organisation or use it for any other purpose. The data controller is Amicus Legal Ltd.

How to make a Complaint

If you have a complaint about our service or about a claim, please write to the Claims Director at Amicus Legal Ltd, The Old Exchange, 64 West Stockwell Street, Colchester, CO1 1HE. Complaints will be acknowledged within 5 business days of receipt confirming the name of the person dealing with the matter and when a response can be expected. We aim to provide a full written response within 20 business days unless the complaint is of such a nature that it needs more detailed investigation. If this is the case, we will advise you of the likely timescale.

If you are not happy with the response you receive, you have the right to ask the Financial Ombudsman Service to review your case within six months of the company's final response to the complaint. You can find out more about the Financial Ombudsman Service on 0845 080 1800, or www.financial-ombudsman.org.uk

Financial Service Compensation Scheme

You may be entitled to compensation from the Financial Service Compensation Scheme (FSCS) if either DAS Legal Expenses Insurance Company Ltd, or Amicus Legal Ltd cannot meet their obligations. This depends on the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claims costs. You can get more information about the compensation scheme from FSCS on 020 7892 7300, or www.fscs.org.uk.

The role of Amicus Legal Ltd

In arranging this type of insurance Amicus acts only for one insurer, DAS Legal Expenses Insurance Company Ltd of DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. The law which applies to this insurance is English and the English language will be used in all communications.

In administering claims under the insurance policy. Amicus acts on behalf of the insurer. If a claim is accepted, a solicitor or other advisor will be appointed to act for the insured.

In some circumstances Amicus may provide legal advice to the insured, but only if there is no conflict of interest between the insured and the insurer or Amicus. These circumstances are:

1. Amicus provides a telephone legal advice service to insureds.
2. Amicus may engage in correspondence on behalf of insureds to pursue civil claims against other parties, provided legal proceedings have not been issued.

In the event that a conflict arises between two people both insured through Amicus, or between an insured and Amicus, or an insured and the insurer, then arrangements will be made for separate representation.

Telephone calls may be monitored and recorded in the interests of customer service and for training purposes.

DAS Legal Expenses Insurance Company Ltd and Amicus Legal Ltd are incorporated within the UK and are authorised and regulated by the Financial Services Authority.

Amicus Legal Ltd is not a solicitor's practice.

Amicus Legal Ltd's registered office is situated at DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. www.amicuslegal.co.uk
Registered number 3524185.