



MARINE LEGAL PROTECTION

THIS IS YOUR POLICY WORDING



FIRST FOR JUSTICE

HELPLINE SERVICES

We are available to answer **your** call 24 hours a day, seven days a week during the **period of insurance**. To help **us** check and improve **our** service standards, **we** record all calls.

EUROLAW LEGAL ADVICE

CALL 0844 893 9328

We provide confidential legal advice over the phone on any personal legal issue, under the laws of any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am – 5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.

TAX ADVICE

CALL 0844 893 9328

We offer confidential advice over the phone on personal tax matters in the UK.

Tax advice is provided by tax advisors 9am – 5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.

MARINE ASSISTANCE

CALL 0844 893 9328

We will arrange help for **you** if the **insured craft** becomes unseaworthy because of an accident or breakdown in UK territorial waters. **We** will ask a contractor to help but **you** must pay the contractor's costs, including call-out charges. **We** will also pass a message on **your** behalf to a member of **your** family, friend or work colleague if required.

If life is in danger, you must contact the emergency services directly.

CONTENTS

HELPLINE SERVICES	2
WELCOME TO MARINE LEGAL PROTECTION	4
How we can help	4
When we cannot help	4
HOW TO MAKE A COMPLAINT	5
THE MEANING OF WORDS IN THIS POLICY	6
OUR AGREEMENT	8
What we will pay	8
What we will not pay	8
INSURED INCIDENTS	9
POLICY EXCLUSIONS	10
POLICY CONDITIONS	11
DATA PROTECTION	13
IMPORTANT INFORMATION	BACKCOVER

WELCOME TO MARINE LEGAL PROTECTION

Thank **you** for taking out a Marine Legal Protection Policy. **You** are now protected by Europe's leading legal expenses insurer. DAS Legal Expenses Insurance Company Limited ('**DAS**') is the underwriter and provides the legal protection insurance under **your** policy. The legal advice service is provided by DAS Law Limited and/or a **preferred law firm** on behalf of **DAS**.

To make sure **you** get the most from **your** Marine Legal Protection cover, please take time to read the policy which explains the contract between **you** and **us**. If **you** have any questions or would like more information, please contact **your** insurance adviser.

HOW WE CAN HELP

If **you** are involved in an incident, remember to write down as many details as possible, including the names and addresses of anyone who may have seen the incident.

To make a claim under **your** policy, please telephone **us** on **0844 893 9328** or **+44 117 934 2651** if **you** are calling outside the UK. **We** will ask **you** about **your** legal dispute and if necessary call **you** back at an agreed time to give **you** legal advice. At this point **we** will not be able to tell **you** whether **you** are covered, but **we** will pass the information **you** have given **us** to **our** specialist claims-handling teams and explain what to do next.

If **you** prefer to report **your** claim in writing, **you** can send it to **our** Claims Department at the following address: **Claims Department | DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH**

You may prefer to email **your** claim to **us** at newclaims@das.co.uk

WHEN WE CANNOT HELP

Please do not ask for help from a lawyer, accountant or anyone else before **we** have agreed. If **you** do, **we** will not pay the costs involved even if **we** accept the claim.

HOW TO MAKE A COMPLAINT

We always aim to give **you** a high quality service. If **you** think **we** have let **you** down, please write to **our** Customer Relations Department at **our DAS** Head Office address – please see below.

Or **you** can phone **us** on **0844 893 9013** or email **us** at **customerrelations@das.co.uk**
Details of **our** internal complaint-handling procedures are available on request.

If **you** are still not satisfied, **you** can contact the Insurance Division of the Financial Ombudsman Service at:
South Quay Plaza | 183 Marsh Wall | London E14 9SR.

You can also contact them on: **0800 023 4567** (free from a landline) or **0300 123 9123**
(free from some mobile phones) or email them at **complaint.info@financial-ombudsman.org.uk**.
Website: **www.financial-ombudsman.org.uk**

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. **You** can contact the Legal Ombudsman Service at: **PO Box 6806 | Wolverhampton WV1 9WJ.**
You can also contact them by telephone on **0300 555 0333** or email them at **enquiries@legalombudsman.org.uk**
Website: **www.legalombudsman.org.uk**.

Using these services does not affect **your** right to take legal action.

DAS Head and Registered Office is:

DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH

Registered in England and Wales, number 103274 | Website: **www.das.co.uk**

DAS Law Limited Head and Registered Office:

DAS Law Limited | North Quay | Temple Back | Bristol | BS1 6FL

Registered in England and Wales, number 5417859 | Website: **www.daslaw.co.uk**

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.



Paul Asplin
Chief Executive Officer, DAS Group

THE MEANING OF WORDS IN THIS POLICY

appointed representative	The preferred law firm , law firm, or other suitably qualified person we will appoint to act on your behalf.
costs and expenses	<p>(a) All reasonable and necessary costs chargeable by the appointed representative and agreed by us in accordance with the DAS Standard Terms of Appointment.</p> <p>(b) The costs incurred by opponents in civil cases if you have been ordered to pay them, or you pay them with our agreement.</p>
costs and expenses	<p>(a) All reasonable and necessary costs chargeable by the appointed representative and agreed by us in accordance with the DAS Standard Terms of Appointment.</p> <p>(b) The costs incurred by opponents in civil cases if you have been ordered to pay them, or you pay them with our agreement.</p>
countries covered	<p>(a) For insured incidents 1 Accident loss recovery and 2 Personal injury: 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 and Turkey, countries bordering the Mediterranean and waterways connecting any of these countries. Also Australia, Bermuda, Cape Verde Islands, the Caribbean, Hong Kong and New Zealand.</p> <p>(b) For insured incidents 3 Contract disputes and 4 Legal defence: 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 and Turkey, countries bordering the Mediterranean and waterways connecting any of these countries.</p>
DAS Standard Terms of Appointment	The terms and conditions (including the amount we will pay to an appointed representative) that apply to the relevant type of claim, which could include a conditional fee agreement (no-win no-fee).
date of occurrence	<p>(a) For civil cases, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date you first became aware of it.)</p> <p>(b) For criminal cases, the date you began, or are alleged to have begun, to break the law.</p>

insured craft	Any craft or jet ski specified in the insurance policy issued with this policy.
period of insurance	The period specified in this policy.
preferred law firm	A law firm or barristers' chambers we choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with your claim and must comply with our agreed service standard levels, which we audit regularly. They are appointed according to the DAS Standard Terms of Appointment .
reasonable prospects	For civil cases, the prospects that you will recover losses or damages (or obtain any other legal remedy that we have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. We , or a preferred law firm on our behalf, will assess whether there are reasonable prospects .
we, us, our, DAS	DAS Legal Expenses Insurance Company Limited.
you, your	The person who has taken out this policy (the policyholder) and any person who is in or on or being towed by the insured craft with their permission. Anyone claiming under this policy must have the policyholder's agreement to claim.

OUR AGREEMENT

We agree to provide the insurance described in this policy, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy, provided that:

- 1 **reasonable prospects** exist for the duration of the claim
- 2 the **date of occurrence** of the insured incident is during the **period of insurance**
- 3 any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **countries covered**, and
- 4 the insured incident happens within the **countries covered**.

WHAT WE WILL PAY

We will pay an **appointed representative**, on **your** behalf, **costs and expenses** incurred following an insured incident, provided that:

- (a) the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**
- (b) in respect of an appeal or the defence of an appeal, **you** must tell **us** within the time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist
- (c) for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this policy, **we** must agree that **reasonable prospects** exist
- (d) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award, and
- (e) the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is:
 - (i) £100,000 for Insured incidents **Accident loss recovery, Personal injury and Legal defence**; and
 - (ii) £50,000 for Insured incident **Contract disputes**.

WHAT WE WILL NOT PAY

In the event of a claim, if **you** decide not to use the services of a **preferred law firm**, **you** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **us**.

INSURED INCIDENTS

FOR ADVICE AND TO MAKE A CLAIM CALL 0844 893 9328

What is covered

Please also refer to our agreement on page 8.

What is not covered

Please also refer to the policy exclusions on page 10.

1 ACCIDENT LOSS RECOVERY

We will negotiate to recover **your** uninsured losses and costs after an event that causes damage to the **insured craft** or to **your** personal property in it.

2 PERSONAL INJURY

We will negotiate for **your** legal rights in a claim against a party who causes the death of, or bodily injury to, **you**.

- (a) Illness or bodily injury that happens gradually.
- (b) Psychological injury or mental illness, unless the condition follows a specific or sudden accident that has caused physical bodily injury to **you**.
- (c) Defending **your** legal rights, but **we** will cover defending a counter-claim.
- (d) Clinical negligence.

3 CONTRACT DISPUTES

We will negotiate for **your** legal rights in a contractual dispute arising from an agreement or an alleged agreement that **you** have for buying, selling, servicing, repairing, adapting or testing an **insured craft**, its equipment, parts or accessories.

The amount in dispute must be more than £100.

A claim relating to a contract for the use of the **insured craft** for business or reward.

4 LEGAL DEFENCE

We will defend **you** if an event arising from the ownership or use of the **insured craft** leads to **you** being prosecuted.

POLICY EXCLUSIONS

We will not pay for the following:

1 Late reported claims

A claim where **you** have failed to notify **us** of the insured incident within a reasonable time of it happening, and where this failure adversely affects the **reasonable prospects** of a claim or **we** consider **our** position has been prejudiced.

2 Costs we have not agreed

Costs and expenses incurred before **our** written acceptance of a claim.

3 Court awards and fines

Fines, penalties, compensation or damages that a court or other authority orders **you** to pay.

4 Legal action we have not agreed

Any legal action **you** take that **we** or the **appointed representative** have not agreed to, or where **you** do anything that hinders **us** or the **appointed representative**.

5 A dispute with DAS

A dispute with **us**, not otherwise dealt with under **Condition 8**.

6 Judicial review

Costs and expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

7 Nuclear, war and terrorism risks

A claim caused by, contributed to by, or arising from:

- (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
- (c) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000;
- (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

8 Litigant in person

Any claim where **you** are not represented by a law firm, barrister or tax expert.

POLICY CONDITIONS

1 Your legal representation

- (a) On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
- (b) If the appointed **preferred law firm** cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm to act as the **appointed representative**. However, **we** are free to choose the representative in any dispute when the **insured craft** is a sea-going vessel.
- (c) If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS Standard Terms of Appointment**.
- (d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

2 Your responsibilities

- (a) **You** must co-operate fully with **us** and the **appointed representative**.
- (b) **You** must give the **appointed representative** any instructions that **we** ask **you** to.

3 Offers to settle a claim

- (a) **You** must tell **us** if anyone offers to settle a claim. **You** must not negotiate or agree to a settlement without **our** written consent.
- (b) If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
- (c) **We** may decide to pay **you** the reasonable value of **your** claim, instead of starting or continuing legal proceedings. In these circumstances **you** must allow **us** to take over and pursue or settle any claim in **your** name. **You** must also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and **you** must give **us** all information and help **we** need to do so.

4 Assessing and recovering costs

- (a) **You** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited, if **we** ask for this.
- (b) **You** must take every step to recover **costs and expenses** that **we** have to pay, and must pay **us** any **costs and expenses** that are recovered.

5 Cancelling an appointed representative's appointment

If the **appointed representative** refuses to continue acting for **you** with good reason, or if **you** dismiss the **appointed representative** without good reason, the cover provided under this policy will end at once, unless **we** agree to appoint another **appointed representative**.

6 Withdrawing cover

If **you** settle or withdraw a claim without **our** agreement, or do not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim from **you** any **costs and expenses** **we** have paid.

7 Expert opinion

We may require **you** to get, at **your** own expense, an opinion from an expert that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this, **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.

8 Arbitration

If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure, **you** can contact the Financial Ombudsman Service for help. Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by **you** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide.

9 Keeping to the policy terms

You must:

- (a) keep to the terms and conditions of this policy
- (b) take reasonable steps to avoid and prevent claims
- (c) take reasonable steps to avoid incurring unnecessary costs
- (d) send everything **we** ask for, in writing, and
- (e) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

10 Cancelling the policy

You can cancel this policy by telling **us** within 14 days of taking it out or at any time afterwards as long as **you** tell **us** at least 14 days beforehand. **We** can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand.

11 Fraudulent claims

We will, at **our** discretion, void the policy (make it invalid) from its start date or from the date of claim, or alleged claim, or **we** will not pay the claim if:

- (a) a claim **you** have made to obtain benefit under this policy is fraudulent or intentionally exaggerated or
- (b) a false declaration or statement is made in support of a claim.

12 Claims under this policy by a third party

Apart from **us**, **you** are 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 Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.

13 Other insurances

If any claim covered under this policy, is also covered by another 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.

14 Law that applies

This policy will be governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **you** normally live. Otherwise, the law of England and Wales applies.

DATA PROTECTION

To provide and administer the legal advice service and legal expenses insurance **we** must process the personal data (including sensitive personal data such as convictions) that **we** collect from **you** in accordance with **our** Privacy Policy.

To do so, **we** may need to send this information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers or members of the DAS UK Group. To give **you** legal advice, **we** may have to send information outside the European Economic Area.

In doing this, **we** will comply with the Data Protection Act 1998. Unless required by law or by a professional body, **we** will not disclose personal data about an insured person to any other person or organisation without written consent.

For any questions or comments, or requests to see a copy of the information **we** hold about **you**, please write to the Group Data Protection Controller at **our** **DAS** Head Office – please see page 5.

This page has been left intentionally blank

This page has been left intentionally blank

YOUR IMPORTANT INFORMATION

EUROLAW LEGAL ADVICE SERVICE

Call **0844 893 9328** when **you** require legal advice

TAX HELPLINE

Call **0844 893 9328** when **you** require tax advice

MARINE ASSISTANCE

Call **0844 893 9328** for marine assistance

Agent's address

Policy number

Period of insurance from

Stationery number

Period of insurance to