

Yachtmaster Insurance Services Ltd.

Marine Legal Expenses

Insurance Product Information Document

Company: Yachtmaster Insurance Services Ltd, **Product:** Marine Legal Protection registered in the UK. Authorised by the Financial Conduct Authority, Registered number: 312171

This insurance is managed and provided by Arc Legal Assistance Limited and underwritten by AmTrust Europe Limited.

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

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

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 a maximum per annum of:

- £200 for Breakdown Costs
- £500 for Emergency Expenses
- £100,000 for Uninsured Loss Recovery, Personal Injury Pursuit, Contract Disputes, Navigational Prosecution Defence and Identity Fraud

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 contract you have for buying goods or services in connection with the vessel including the purchase or sale of the vessel.
- ✓ **Navigational Prosecution Defence:** To defend a legal action in respect of a criminal offence arising from your ownership or use/navigation of the vessel.
- ✓ **Identity Fraud:** 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 Judgements against



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 not prospects of success. This is where the likelihood of winning is less than 50%.
- ✗ **Minimum amount in dispute:** We won't cover claims where the amount in dispute is lower than the estimated advisers' costs to act for you.
- ✗ **Conflicts:** We will not cover any claims relating to a dispute between persons insured under the policy; nor any costs covered by another insurance policy.
- ✗ **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.



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, Navigational 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

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.

- To defend a legal action arising from use of the vessel's identity by another person or organisation without your permission.

✓ **Breakdown Costs:** You have incurred following a mechanical breakdown to the vessel which renders it unseaworthy whilst away from the vessels home berth.

✓ **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), 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.

advisers' rates.

! **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, Personal Injury Pursuit, Breakdown Costs and Emergency Expenses:** The cruising range area shown in the policy to which this cover attaches.
- ✓ **All other sections of cover:** The cruising range area shown in the insurance policy to which this cover attaches but within 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.



What are my obligations?

- You must notify claims as soon as reasonably possible once you become aware of the insured incident and within no more than 180 days of you becoming aware of the insured incident.
- 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 card, bank transfer, cash or in monthly instalments by direct debit if the policy to which this cover attaches is paid in that manner. If you pay by instalments, a credit charge will be applied.



When does the cover start and end?

Your cover will start and end on the dates shown on the schedule of the main policy to which this legal expenses cover attaches, once the premium has been paid. Your policy may be renewed and payment taken unless you contact us to stop it before the renewal date. 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 01394 615755 or writing to us at **Customer Services**, Yachtmaster Insurance Services Ltd, Ferry Quay House, Ferry Quay, Woodbridge, Suffolk, IP12 1BW.

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