



Marine Legal Protection

Policy Wording



Underwritten by

IMPORTANT INFORMATION

This is your Amicus Marine Legal Protection Policy Wording – it includes everything you need to know about your cover.

We suggest you keep this document in a safe place as you will need to refer to it in the event of an incident.

Policy number:

MAR LP2

Period of insurance:

From:

To:

HELPLINES

- EuroLaw legal advice service
- Tax advice
- Marine assistance

Act quickly after an incident and call our claims unit on 01206 731 998

WELCOME TO MARINE LEGAL PROTECTION

Thank you for taking out an Amicus Marine Legal Protection Policy, underwritten by DAS, Europe's leading legal expenses insurer.

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

AFTER A BOATING INCIDENT

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. Let us have this information as soon as you can, either by phoning us, sending it to us at the address below or by giving it to your insurance adviser.

If you are not sure what to do after an incident, call us on 01206 731 998

HOW WE CAN HELP

To make a claim under your policy, please telephone us on 01206 731 998. 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, Amicus Legal Limited, The Old Exchange, 64 West Stockwell Street, Colchester CO1 1HE

You may prefer to email your claim to us at marine@amicuslegal.co.uk

WHEN WE CANNOT HELP

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

PROBLEMS

Amicus and DAS are committed to providing a first-class service at all times. A copy of the internal complaint-handling procedure for Amicus and DAS is available on request. If a complaint arises, then this should be addressed in the first instance to:

The Operations Manager, Amicus Legal Limited,
The Old Exchange, 64 West Stockwell Street,
Colchester CO1 1HE
Telephone: 01206 731 998

If the complaint is not resolved to your satisfaction, then you can refer the matter to DAS's Customer Relations Department at their Head and Registered Office at:

DAS Legal Expenses Insurance Company Limited, DAS House,
Quay Side, Temple Back, Bristol BS1 6NH
Registered in England and Wales, company number 103274.
Alternatively you can phone DAS on 0117 934 0066 or email them at customerrelations@das.co.uk Website: www.das.co.uk

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 0845 080 1800 Website: www.financial-ombudsman.org.uk

(Using this service does not affect your right to take legal action.)

Amicus Legal Limited and DAS Legal Expenses Insurance Company Limited are authorised and regulated by the Financial Services Authority.

THE ROLE OF AMICUS LEGAL LIMITED

In arranging this insurance policy Amicus acts only for one insurer, DAS Legal Expenses Insurance Company Limited at the Head and Registered Office shown above.

In dealing with your claim under this insurance policy, Amicus acts as the agent of DAS.

Amicus provides a telephone legal advice service to the insured person as long as there is no conflict of interest between the insured person and DAS or Amicus.

THE MEANING OF WORDS IN THIS POLICY

Costs and expenses

(a) Legal costs

All reasonable and necessary costs chargeable by the **representative** on a standard basis.

(b) Opponents' costs

The costs incurred by opponents in civil cases if an **insured person** has been ordered to pay them, or pays them with our agreement.

Date of occurrence

(a) For civil cases, the **date of occurrence** is:

- the date of the event, or
- the earliest date on which the **insured person** should reasonably have been aware of the event,

which leads to a claim.

If there is more than one event arising at different times from the same original cause, the **date of occurrence** is the date of the first of these events.

(b) 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.

Insured craft

Any craft or jet ski specified in the insurance policy issued with this policy.

Insured person

You and any person who is in or on or being towed by the **insured craft** with **your** permission. Anyone claiming under this policy must have **your** agreement to claim.

Period of insurance

The period specified in this policy.

Representative

The lawyer or other suitably qualified person, whom **we** appoint to act for an **insured person** in accordance with the terms of this policy.

Territorial limit

For **INSURED INCIDENTS 1 ACCIDENT LOSS RECOVERY** and **2 BODILY INJURY** – The European Union, the Azores, the Isle of Man, the Canary Islands, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Madeira, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey, and countries bordering the Mediterranean and including waterways connecting any of these countries and Australia, Bermuda, Cape Verde Islands, the Caribbean, Hong Kong and New Zealand.

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, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Madeira, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey, and countries bordering the Mediterranean and including waterways connecting any of these countries.

Underwriter, DAS

DAS Legal Expenses Insurance Company Limited.

We, us, our, Amicus

Amicus Legal Limited who have arranged this insurance and who will deal with claims as agents of **DAS**.

You, your

The person who has taken out this policy.

THE COVER

DAS agrees to provide the insurance in this policy, as long as:

- the premium has been paid; and
- the **date of occurrence** of the **INSURED INCIDENT** is during the **period of insurance** and it happens within the **territorial limit**; and
- any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **territorial limit**; and
- for civil claims, it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.

WHAT DAS WILL PAY

- For all **INSURED INCIDENTS**, **DAS** will pay **costs and expenses**.
- For all **INSURED INCIDENTS**, **DAS** will pay **costs and expenses** to make or defend against an appeal as long as the **insured person** tells **us** within the time limits allowed that they want **us** to appeal.
- The most **DAS** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is:
 - for **INSURED INCIDENTS 1 ACCIDENT LOSS RECOVERY**, **2 BODILY INJURY** and **4 LEGAL DEFENCE** £100,000; and
 - for **INSURED INCIDENT 3 CONTRACT DISPUTES** £50,000.

INSURED INCIDENTS WE WILL COVER

1 ACCIDENT LOSS RECOVERY

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

2 BODILY INJURY

We will negotiate for an **insured person's** legal rights in a claim against a party who causes the death of, or bodily injury to, that **insured person**.

What is not covered under **BODILY INJURY**

- Illness or bodily injury that happens gradually or is not caused by a specific or sudden accident.*
- Psychological injury or mental illness, unless the condition follows a specific or sudden accident that has caused physical bodily injury to the **insured person**.*
- Defending an **insured person's** legal rights, but defending a counter-claim is covered.*

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.

What is not covered under CONTRACT DISPUTES

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

4 LEGAL DEFENCE

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

WHAT IS NOT COVERED BY THIS POLICY

- 1 A claim where the **insured person** has failed to notify **us** of the **insured incident** within a reasonable time of it happening, and this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that **we** have agreed to) or of making a successful defence.
- 2 An incident or matter arising before the start of this policy.
- 3 **Costs and expenses** incurred before **our** written acceptance of a claim.
- 4 Fines, penalties, compensation or damages that an **insured person** is ordered to pay by a court or other authority.
- 5 A claim intentionally brought about by an **insured person**.
- 6 A legal action that an **insured person** takes that **we** or the **representative** have not agreed to, or where an **insured person** does anything that hinders **us** or the **representative**.
- 7 A claim relating to written or verbal remarks that damage an **insured person's** reputation.
- 8 A dispute with **us**, or the **underwriters**, not otherwise dealt with under Condition 7.
- 9 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 Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.
- 10 **Costs and expenses** arising from or relating to Judicial Review, coroner's inquest or fatal accident inquiry.
- 11 A claim that is fraudulent, exaggerated or dishonest or where an allegation of dishonesty or violent behaviour has been made against an **insured person**.
- 12 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, foreign enemy hostilities (whether war is 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.

CONDITIONS THAT APPLY TO THIS POLICY

- 1 An **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 the **underwriter** has to pay as low as possible;
 - (d) send everything **we** ask for, in writing;
 - (e) give **us** full and truthful details by phone or 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 an **insured person**, any claim or legal proceedings at any time. **We** can negotiate any claim on behalf of an **insured person**.
 - (b) **We** are free to choose the **representative** in any dispute when the **insured craft** is a sea-going vessel.
 - (c) If the **insured craft** is not a sea-going vessel, then 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 legal proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceedings; or
 - (ii) there is a conflict of interest.
 - (d) In all circumstances except those in 2(c) above, **we** are free to choose a **representative**.
 - (e) A **representative** will be appointed by **us** to represent an **insured person** according to **our** standard terms of appointment, which may include a 'no-win, no-fee' agreement. The **representative** must co-operate fully with **us** at all times.
 - (f) **We** will have direct contact with the **representative**.
 - (g) An **insured person** must co-operate fully with **us** and the **representative** and must keep **us** up to date with the progress of the claim.
 - (h) An **insured person** must give the **representative** any instructions that **we** ask for.
- 3 (a) An **insured person** must tell **us** if anyone offers to settle a claim.
 - (b) If an **insured person** does not accept a reasonable offer to settle a claim, the **underwriter** may refuse to pay further **costs and expenses**.
 - (c) The **underwriter** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming, or that is being claimed against them, instead of starting or continuing legal proceedings.

- 4 (a) An **insured person** must tell the **representative** to have **costs and expenses** taxed, assessed or audited, if **we** ask for this.
- (b) An **insured person** must take every step to recover **costs and expenses** that the **underwriter** has to pay, and must pay the **underwriter** any **costs and expenses** that are recovered.
- 5 If the **representative** refuses to continue acting for an **insured person** with good reason, or if an **insured person** dismisses the **representative** without good reason, the cover provided under this policy will end at once, unless **we** agree to appoint another **representative**.
- 6 If an **insured person** settles a claim or withdraws it without **our** agreement, or does not give suitable instructions to a **representative**, the cover provided under this policy will end at once and **we** will be entitled to reclaim from **you** **costs and expenses** paid by the **underwriter**.
- 7 If there is a disagreement about the way **we** handle a claim that is not resolved through **our** internal complaints procedure, the **insured person** can contact the Financial Ombudsman Service for help.
- 8 **We** may, at **our** discretion, require the **insured person** to obtain, at their expense, an opinion from a **representative** chosen by the **insured person** and **us**, on the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that an **insured person** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence, the **underwriter** will pay the cost of obtaining the opinion.
- 9 **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.
- The **underwriter** can cancel this policy at any time as long as the **underwriter** tells **you** at least 14 days beforehand.
- 10 The **underwriter** 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 This policy will be governed by English law.



Andy Tomkins
Chief Executive Officer, Amicus Legal Limited

HELPLINES

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 service

We will give an **insured person** confidential legal advice over the phone on any personal legal problem, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

Our legal experts will provide advice in respect of the laws of England, Wales and Scotland 24 hours a day, seven days a week. Legal advice on the laws of other EU countries, Isle of Man, Channel Islands, Switzerland and Norway will be provided by specialist solicitors operating during normal office hours. If **you** need their advice, **we** will contact them on **your** behalf and arrange for them to call **you** back at a time convenient to **you**.

Tax advice

We will give an **insured person** confidential advice over the phone on personal tax matters in the United Kingdom of Great Britain and Northern Ireland.

Tax advice is provided by expert tax advisors operating during normal office hours. If **you** call outside these hours, **we** will take details of **your** call and arrange for someone to call **you** back at a time convenient to **you**.

Marine assistance

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

If life is in danger, the **insured person** must contact the emergency services directly.

To contact the above services, phone us on 01206 731 998