



# Insurance Booklet

Marine Legal Protection



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# Marine Legal Protection

Marine Legal Protection provides:

- Assistance Helplines including 24/7 Legal Advice
- Insurance for legal costs for certain types of disputes

## Assistance Helpline Services

### LEGAL AND CLAIMS ADVICE LINE

**You** can use the helpline service to discuss any legal problem occurring within the United Kingdom, the Channel Islands and the Isle of Man, and arising during the **Period of Insurance**

Specialist lawyers are at hand to help. If **You** need a lawyer to act for **You** and/or **You** have any other problem which 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 on a non-insured basis.

**You** should telephone **0344 770 1085** and quote "Arc Legal Marine" for assistance.

To maintain an accurate record **Your** telephone call may be recorded.

## Terms of Cover

### OUR CLAIMS DEPARTMENT

This insurance is managed and provided by Arc Legal Assistance Limited. The insurance elements of this section are underwritten by AmTrust Europe Limited, on whose behalf **We** act.

If a claim is accepted under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case.

**You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **Conflict of Interest** arises. Where it is necessary to start court proceedings or a **Conflict of Interest** arises and **You** want to use a legal representative of **Your** own choice, **Advisers' Costs** payable by **Us** are limited to no more than (a) **Our Standard Advisers' Costs**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs regime, whichever is the lower amount.

The insurance covers **Advisers' Costs** as detailed under the separate sections of cover, up to the **Maximum Amount Payable**, where:

- a) The **Insured Event** takes place in the **Period of Insurance** and within the **Territorial Limits** and
- b) The **Legal Action** takes place within the **Territorial Limits**.

This insurance does not provide cover where something **You** do or fail to do prejudices **Your** position or the position of the **Insurer** in connection with the **Legal Action**.

To benefit from any section of this policy, **You** must reside within the United Kingdom, Channel Islands and Isle of Man

## Important Conditions

If **Your** claim is covered under this insurance, and no exclusions apply then it is vital that **You** comply with the conditions of this insurance in order for **Your** claim to proceed. The conditions applicable to this insurance are contained under the 'Conditions' section below and should be read carefully. Some of the main conditions to this insurance are that:

### PROSPECTS OF SUCCESS

There must be a 51% or greater chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not a 51% or greater chance of success, then **We** may decline or discontinue support for **Your** case.

### PROPORTIONAL COSTS

An estimate of the **Advisers' Costs** to deal with **Your** claim must not be more than the amount of money in dispute. The

estimate of the **Advisers' Costs** will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

## GIVING THE INSURER ALL THE IMPORTANT INFORMATION

If **You** are a private individual the following applies to **You**:

When the **Insurer** accepts **Your** application for this insurance, it will rely on the information **You** give. **You** must take reasonable care to provide complete and accurate answers to the questions asked when **You** take out, or make changes to, **Your** policy. If the information provided by **You** is not complete and accurate the extent of cover may be affected and:

- the **Insurer** may cancel **Your** policy and refuse to pay any claim or
- the **Insurer** may not pay any claim in full.

**We** will write to **You** if the **Insurer**:

- intends to cancel **Your** policy; or
- needs to amend the terms of **Your** policy; or requires **You** to pay more for **Your** insurance.

If **You** become aware that information **You** have given is incomplete or inaccurate, **You** must inform **Us**.

If **You** are part of a partnership, a sole trader, a limited company or other legal entity the following applies to **You**:

## YOUR DUTY OF DISCLOSURE

Under the Insurance Act 2015 **You** have a duty to make fair presentation of the risk to the **Insurer** before this policy starts, at each renewal and when **You** make any amendment(s) to cover.

This means **You** must:

- a. disclose all material facts of which **You** know or ought to know.
- b. make the disclosure in a reasonably clear and accessible way.
- c. make sure that every material representation of fact is substantially correct and made in good faith.

## WHAT IS A MATERIAL FACT?

A material fact is Information that would influence the **Insurer's** decision as to whether to insure **You** and, if so, on what terms.

For the purposes of the duty of fair presentation, **You** are expected to know the following;

- a. If **You** are an individual (such as a sole trader or individual partner):
  - what is known to **You** and anybody who is responsible for arranging this insurance, orif **You** are not an individual (such as a limited company or partnership):
  - what is known to anybody who is part of **Your** organisation's senior management (this means those people who play significant roles in the making of decisions about how **Your** activities are to be managed or organised or anybody who is responsible for arranging this insurance.
- b. what should reasonably be revealed by a reasonable search of the information available to **You**. The information may be held within **Your** organisation (including, but not limited to, subsidiaries, affiliates, the broker or any other person who will be covered under this insurance.

If the insurance is intended to insure subsidiaries, affiliates, or other parties, **You** are expected to have included them in **Your** enquiries and inform **Us** if **You** have not done so. The reasonable search may be conducted by making enquiries or by any other means.

## BREACH OF DUTY

If **You** breach **Your** duty to make fair presentation of the risk to the **Insurer**, then:

- where the breach was deliberate or reckless, the **Insurer** may avoid this policy, refuse all claims and keep all premiums paid.
- where the breach was neither deliberate nor reckless and, but for the breach, the **Insurer** would not have agreed to provide cover under the policy on any terms, they may avoid this policy and refuse all claims, but they will return any premiums paid.
- where the breach was neither deliberate nor reckless and, but for the breach, they would have agreed to provide cover under this policy but on different terms (other than premium terms), they may require that this policy includes such different terms with effect from its commencement, and/or
- where the breach was neither deliberate nor reckless and, but for the breach, the **Insurer** would have agreed to provide cover under this policy but would have charged higher premiums, the **Insurer's** liability for any loss amount payable shall be limited to the proportion that the premium charged bears to the higher premium that would have been charged.

For example: if, due to a breach of fair presentation, **You** were charged a premium of £x but should have been charged £y, then for any claim submitted and agreed at a settlement value of £z, **You** will only be paid £a.

# Definitions

Where the following words appear in **bold** they have these special meanings.

## Adviser

**Our** specialist panel solicitors or their agents appointed by **Us** to act for **You**, or, where agreed by **Us**, another legal representative nominated by **You**.

## Advisers' Costs

Reasonable legal fees and costs incurred by the **Adviser**. Third party's costs shall be covered if awarded against **You**.

## Conditional Fee Agreement

An agreement between **You** and the **Adviser** or between **Us** and the **Adviser** which sets out the terms under which the **Adviser** will charge **You** or **Us** for their own fees.

## Conflict of Interest

There is a Conflict of Interest if **We** administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

## Data Protection Legislation

The relevant **Data Protection Legislation** in force within the **Territorial Limits** where this cover applies at the time of the **Insured Event**.

## Emergency Expenses

Standard class travelling costs incurred by **You**.

## Excess

The amount that **You** must pay towards the costs of any claim as stated below:

Cover 1, 2, 3, 4 & 5	£1000 unless <b>You</b> agree to appoint <b>Our</b> panel solicitor to act for <b>You</b> in which case it will be Nil
All other cover	Nil

The **Excess** shall be paid to and at the request of the **Adviser**.

## Home Berth

The mooring location that is shown in **Your** insurance certificate, or where it is not shown, **Your** permanent mooring that **You** are contracted to pay for.

## Identity Fraud

A person or group of persons knowingly using a means of identification belonging to **You** or the **Vessel** without **Your** knowledge or permission with intent to commit or assist another to commit an illegal act.

## Insured Event

The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.

## Identity Fraud

In a claim arising from **Identity Fraud** the **Insured Event** is a single act or the start of a series of single acts against **You** by one person or group of people.

For the purposes of the **Maximum Amount Payable**, only one **Insured Event** will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.

## Insurer

AmTrust Europe Limited.

## Maximum Amount Payable

The maximum payable in respect of an **Insured Event**. As stated below:

Cover 1, 2, 4 & 5	£100,000
Cover 3	£25,000
Cover 6	£500 up to a maximum of £2,500 per annum
Cover 7	Fees for up to 28 days, not exceeding a maximum for the whole period of £2,500.
Cover 8	£2,500

### Mooring Fees

Normal fees **You** have contracted and are required to pay to a marina or mooring supplier for mooring the **Vessel**.

### Legal Action

The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance or the defence of criminal prosecutions arising from **Your** ownership or use of the **Vessel**

### Legal Helpline

The service provided by **Our** panel solicitors on **Our** behalf which enables **You** to obtain advice on any matter which may give rise to a claim under this insurance.

### Period of Insurance

This insurance provides cover for the same period covered by the insurance product or benefit to which it attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn

### Standard Advisers' Costs

The level of **Advisers' Costs** that would normally be incurred in using a nominated **Adviser** of **Our** choice.

### Temporary Replacement Costs

The reasonable market standard costs of bare boat chartering an equivalent boat to the **Vessel** for the period of a trip planned prior to the **Insured Event**.

### Territorial Limits

Cover 1 & 2	The cruising range area shown in the policy to which this cover attaches
Cover 3, 4 & 6	The cruising range area shown in the insurance policy to which this cover attaches but within The United Kingdom, 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.
All other Cover	The United Kingdom, Channel Islands and Isle of Man.

### Vessel

The Vessel insured under the policy to which this cover attaches and which has been declared to **Us** and for which the premium has been paid.

### We/Us/Our

Arc Legal Assistance Ltd.

### You/Your/ Yourself

Cover 1, 2, 4 & 6	The owner of the <b>Vessel</b> and any authorised skipper, crew or guests.
All other cover	The owner of the <b>Vessel</b> .

If You die Your personal representatives will be covered to pursue cases covered by this insurance on behalf of You, which arose prior to Your death.

## Section 1 – Uninsured Loss Recovery

### WHAT IS INSURED:

**Advisers' Costs** 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.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages **You** are claiming are above the small claims court limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if **You** fail to recover the damages that **You** are claiming in the **Legal Action** in full or in part. If the damages **You** are claiming are below the small claims track limit **Advisers' Costs** will be covered subject to the conditions applicable to this insurance.

### WHAT IS NOT INSURED:

Claims for a **Legal Action** pursued against the owner or skipper of the **Vessel**, or guests aboard the **Vessel** at the time of the **Insured Event**

## Section 2 – Personal Injury Pursuit

### WHAT IS INSURED:

**Advisers' Costs** 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.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages **You** are claiming are above the small claims track limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if **You** fail to recover the damages that **You** are claiming in the **Legal Action** in full or in part. If the damages **You** are claiming are below the small claims track limit **Advisers' Costs** will not be covered but **You** can access the **Legal Helpline** for advice on how to take **Your** case further.

### WHAT IS NOT INSURED:

#### Claims

- a. for a **Legal Action** pursued against the owner or skipper of the **Vessel**, or guests aboard the **Vessel** at the time of the **Insured Event**
- b. for stress, psychological or emotional injury unless it arises from **You** suffering physical injury

## Section 3 – Contract Disputes

### WHAT IS INSURED:

**Advisers' Costs** to pursue or defend a **Legal Action** following a breach of a contract **You** have for buying goods or services in connection with the **Vessel** including the purchase or sale of the **Vessel**.

### WHAT IS NOT INSURED:

#### Claims

- a. for **Advisers' Costs** where the legal jurisdiction of the contract is outside of the **Territorial Limits**
- b. for disputes or knowledge of disputes that arise during the manufacture/fitting out of a **Vessel**
- c. for disputes arising from any commercial activity or venture for gain in connection with the **Vessel** including chartering

## Section 4 – Navigational Prosecution Defence

### WHAT IS INSURED:

**Advisers' Costs** to defend a **Legal Action** in respect of a criminal offence arising from **Your** navigation, ownership, or use of the **Vessel**. Pleas in mitigation are covered where there is a more than 51% prospect of such a plea materially affecting the likely outcome.

### WHAT IS NOT INSURED:

#### Claims

- a. for **Advisers' Costs** to defend a **Legal Action** arising from allegations of dishonesty or committing deliberate, or reckless acts, or whilst being in control of the **Vessel** whilst under the influence of alcohol or drugs (whether prescribed or otherwise).
- b. where **You** are entitled to public funding

## Section 5 – Identity Fraud

### WHAT IS INSURED:

**Advisers' 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**.

**Advisers' Costs** 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**.

**Advisers' Costs** to defend **Your** legal rights and/or take reasonable steps to remove County Court Judgements against **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**.

**Advisers' Costs** to defend a **Legal Action** arising from use of the **Vessel's** identity by another person or organisation without **Your** permission.

### WHAT IS NOT INSURED:

#### Claims

- a. for any financial losses incurred by **You** as a result of **Identity Fraud** other than **Advisers' Costs**
- b. where **You** are not the victim of **Identity Fraud**
- c. where the **Identity Fraud** has been committed by somebody **You** live with
- d. where **You** did not take action to prevent **Yourself** from further instances of **Identity Fraud** following an **Insured Event**

## Section 6 – Emergency Expenses

### WHAT IS INSURED:

In the event that the **Vessel** is damaged whilst overseas in an accident following a collision, impact, fire or flooding rendering it unseaworthy:

- i. **Emergency Expenses** to return to the United Kingdom (UK), Channel Islands (CI) or the Isle of Man (IoM)
- ii. **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.

### WHAT IS NOT INSURED:

Claims for **Emergency Expenses** and unless **You** have claimed under the insurance policy to which this cover attaches for the repairs to the **Vessel** and that claim has been accepted.



## Section 7 – Mooring Fees

### WHAT IS INSURED:

**Mooring Fees** for **Your Home Berth** if **You** are unable to use the **Vessel** for any purpose as a result of **Your** accidental injury or illness, or accidental loss or damage to the **Vessel**

### WHAT IS NOT INSURED:

#### Claims

- a. for the first seven days of **Mooring Fees** in relation to each and every **Insured Event**
- b. for **Mooring Fees** if any loss or damage to the **Vessel** arises from wear and tear or mechanical or electrical failure or breakdown

## Section 8 – Temporary Replacement Costs

### WHAT IS INSURED:

**Temporary Replacement Costs** following a non-fault collision or impact resulting in accidental loss or damage to the **Vessel** of such severity **You** are unable to use it for a trip that was planned prior to the **Insured Event**.

### WHAT IS NOT INSURED:

#### Claims

- a. where there is no identifiable and pursuable negligent third party
- b. where **You** are unable to prove that **You** had planned the trip prior to the **Insured Event**

## General Exclusions

### 1. There is no cover where:

- a. **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- b. an estimate of the **Advisers' Costs** is more than the amount in dispute
- c. **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
- d. **Your** insurers repudiate the insurance policy or refuse indemnity

### 2. There is no cover for any claim directly or indirectly arising from:

- a. a dispute about either the amount **Your** insurance company should pay to settle an insurance claim or the way a claim should be settled.
- b. a dispute between persons insured under this policy.
- c. an application for a judicial review.
- d. defending or pursuing new areas of law or test cases

### 3. There is no cover for claims:

- a. over loss or damage where that loss or damage is insured under any other insurance
- b. made by or against **Your** insurance adviser, the **Insurer**, the insurers of the policy to which this cover attaches, the **Adviser** or **Us**
- c. **You** make which are false or fraudulent or exaggerated

### 4. Sanction Limitation and Exclusion Clause

The **Insurer** shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit under this insurance if the provision of such cover, payment of such claim or provision of such benefit would expose it to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### 5. Cyber Attack Exclusion

The **Insurer** will not pay for any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, Computer Virus or process or any other electronic system. This exclusion applies unless cover for Costs is specifically allowed for in the Sections of Cover above.

### 6. 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. Claims

- a. **You** must notify claims as soon as possible once **You** become aware of the incident, and in any event, within 180 days of **You** becoming aware of the **Insured Event**. **We** will provide **You** with a claim form which must be returned promptly with all relevant information.
- b. **We** may investigate the claim and take over and conduct the **Legal Action** in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld, **We** may reach a settlement of the **Legal Action**.
- c. **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. Where it is necessary to start court proceedings or a **Conflict of Interest** arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment available on request.
- d. The **Adviser** will:
  - i. provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgement obtained
  - ii. keep **Us** fully advised of all developments and provide such information as **We** may require
  - iii. keep **Us** regularly advised of **Advisers' Costs** incurred.
  - iv. advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted there shall be no further cover for **Advisers' Costs** unless **We** agree in **Our** absolute discretion to allow the case to proceed
  - v. submit bills for assessment or certification by the appropriate body if requested by **Us**
  - vi. attempt recovery of costs from third parties
- e. In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**.
- f. The **Insurer** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- g. **You** shall supply all information requested by the **Adviser** and **Us**
- h. **You** are responsible for any **Advisers' Costs** if **You** withdraw from the **Legal Action** without **Our** prior consent. Any costs already paid by **Us** will be reimbursed by **You**.

## 2. Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a 51% or greater chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- a. being able to recover the amount of money at stake
- b. being able to enforce a judgment
- c. being able to achieve an outcome which best serves **Your** interests

## 3. Proportionality

**We** will only pay **Advisers' Costs** that are proportionate to the amount of damages that **You** are claiming in the **Legal Action**. **Advisers' Costs** in excess of the amount of damages that **You** are able to claim from **Your** opponent will not be covered.

## 4. Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **Us** may, where we both agree, 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.

## 5. Fraud

In the event of fraud, **We**:

- a. will not be liable to pay the fraudulent claim
- b. may recover any sums paid to **You** in respect of the fraudulent claim
- c. may cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**
- d. will no longer be liable to **You** in any regard after the fraudulent act.

## 6. Other Insurances

If any claim covered under this insurance is also covered by another legal expenses 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.

## 7. Cancellation

**You** may cancel this insurance at any time by contacting **Your** insurance adviser providing 14 days written notice. If **You** exercise this right within 14 days of taking out this insurance, **You** will receive a refund of premium provided **You** have not already made a claim against the insurance.

The **Insurer** may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. No refund of premium shall be made.

The **Insurer** will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- a. Where **We** have a reasonable suspicion of fraud
- b. **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
- c. Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information

## 8. English Law and Language

This contract is governed by English Law and the language for contractual terms and communication will be English.

## 9. Change in Law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

# How To Make A Claim

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

In general terms, **You** are required to immediately notify **Us** of any potential claim or circumstances which may give rise to a claim. If **You** are in any doubt whether a matter constitutes a notifiable claim or circumstance, **You** should contact the legal and claims advice line for assistance. The helpline will ask **You** to complete and submit a claim form online by visiting <https://claims.arclegal.co.uk>. Alternatively they will send a claim form to **You**. If **Your** problem is not covered under this insurance, the helpline may be able to offer **You** assistance under a private funding arrangement.

## PRIVACY AND DATA PROTECTION NOTICE

(For the purpose of this Privacy and Data Protection Notice only, 'We' means Arc Legal Assistance and the **Insurer**)

### 1. Data Protection

Arc Legal Assistance and the **Insurer** are committed to protecting and respecting **Your** privacy in accordance with the current **Data Protection Legislation** ("Legislation"). Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit [www.arclegal.co.uk](http://www.arclegal.co.uk) and [www.amtrusteurope.com](http://www.amtrusteurope.com)

### 2. How We Use Your Personal Data and Who We Share it With

**We** may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

### 3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** notice.

### 4. Disclosure of Your Personal Data

**We** may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

### 5. International Transfers of Data

The personal data that **We** collect from **You** may be transferred to, processed and stored at, a destination outside the UK and European Economic Area ("EEA"). **We** currently transfer personal data outside of the UK and EEA to the USA and Israel. Where **We** transfer **Your** personal data outside of the UK and EEA, **We** will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation.

### 6. Your Rights

**You** have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

### 7. Retention

**Your** data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact The Data Protection Officer, AmTrust International - please see website for full address details.

## CUSTOMER SERVICE

**We** aim to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right straightaway.

If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **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 has not been resolved as yet plus an indication of when **You** will receive a final response. 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 **You** will receive a final response. After eight weeks, if **You** are unhappy 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** or before **We** have investigated the complaint if both parties agree. For details and eligibility on the Financial Ombudsman Service, see [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**Our** contact details are:

Arc Legal Assistance Ltd  
PO Box 8921  
Colchester  
CO4 5YD

Tel **01206 615000**

Email: [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service

Exchange Tower

London

E14 9SR

Tel **0800 023 4567** (calls to this number are free on mobile phones and landline) or **0300 123 9123** (Calls to this number cost no more than calls to 01 and 02 numbers.)

Email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

## COMPENSATION

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). If it fails to carry out its responsibilities under this policy, **You** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on **0800 678 1100** or **020 7741 4100**

## AUTHORISATION

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. **Our** Firm Reference Number is 305958. **You** can check this on the FCA's register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on **0800 111 6768**.

This policy is underwritten by AmTrust Europe Limited, Registered Office: Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. 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. These details can be checked on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).



The Royals, Altrincham Road, Manchester M22 4BJ