

# Insurance Booklet

Marine Legal Protection

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## Helpline services

**You** can contact **our** UK-based call centre 24 hours a day, seven days a week. However, **we** may need to arrange to call **you** back depending on **your** enquiry. To help **us** check and improve **our** service standards, **we** may record all calls. When phoning, please tell **us your** policy number and the name of the insurance provider who sold **you** this policy.

### Legal advice service:

Call **0344 893 9328**

Advice can be provided on any personal legal issue, under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, Channel Islands, Switzerland and Norway.

Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal adviser. However, if this is not possible they will arrange to call **you** back at a time to suit **you**.

Advice on the laws of England and Wales can be provided 24 hours a day, 365 days a year. Beyond this jurisdiction, or for very specialist legal matters, **we** will refer **you** to one of **our** specialist advisers.

Specialist advice is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside of these times, **we** will arrange to call **you** back.

### Tax advice:

Call **0344 893 9328**

Advice can be provided on any personal tax matters in the UK.

This service is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, **we** will arrange to call **you** back.

### Marine assistance:

Call **0344 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.

**We** cannot accept responsibility if the helpline services are unavailable for reasons **we** cannot control.

## Welcome to Marine Legal Protection

Thank **you** for taking out a Marine Legal Protection policy.

**ARAG** plc is authorised to administer this insurance on behalf of the insurer ARAG Legal Expenses Insurance Company Limited ('ARAG').

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 0344 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, **ARAG** plc, Unit 4a, Greenway Court, Bedwas, Caerphilly, CF83 8DW

**You** may prefer to email **your** claim to **us** at [new-claims@arag.co.uk](mailto:new-claims@arag.co.uk)

## When we cannot help

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

## The meaning of words in this policy

The following words have these meanings wherever they appear in this policy in **bold**:

### Appointed representative

The **preferred law firm**, law firm, or other suitably qualified person **we** appoint to act on **your** behalf.

### ARAG 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). Where a law firm is acting as an **appointed representative** the amount is currently £100 per hour. This amount may vary from time to time.

### Costs and expenses

- a) All reasonable and necessary costs chargeable by the **appointed representative** and agreed by **us** in accordance with the **ARAG Standard Terms of Appointment**.
- b) The costs incurred by opponents in civil cases if **you** have been ordered to pay them, or **you** pay them with **our** agreement.

### Countries covered

- a) For insured incidents 1 Accident loss recovery and 2 Personal injury The United Kingdom of Great Britain and Northern Ireland, the European Union, the Azores, the Isle of Man, the Canary Islands, the Channel Islands, Albania, Andorra, Bosnia and Herzegovina, Gibraltar, Iceland, Liechtenstein, Madeira, Monaco, Montenegro, North Macedonia, 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.
- b) For insured incidents 3 Contract disputes and 4 Legal defence The United Kingdom of Great Britain and Northern Ireland, the European Union, the Azores, the Isle of Man, the Canary Islands, the Channel Islands, Albania, Andorra, Bosnia and Herzegovina, Gibraltar, Iceland, Liechtenstein, Madeira, Monaco, Montenegro, North Macedonia, Norway, San Marino, Serbia, Switzerland and Turkey, countries bordering the Mediterranean and waterways connecting any of these countries.

### Date of occurrence

- 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.)
- b) For criminal cases, the date **you** began, or are alleged to have begun, to break the law.

### Insured craft

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

### Period of insurance

The period for which **we** have agreed to cover **you**.

### 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 **ARAG 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/ARAG

ARAG plc who is authorised to administer this insurance on behalf of the insurer ARAG 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**. The amount **we** will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time
- 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 **ARAG Standard Terms of Appointment** and these will not be paid by **us**.

## Insured incidents

### What is covered

Please also refer to **our** agreement on page 6

#### 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**.

#### 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.

#### 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.

### What is not covered

Please also refer to the policy exclusions on page 8

- 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.

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

For advice and to make a claim call **0344 893 9328**

## 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 **ARAG**  
A dispute with **us**, not otherwise dealt with under Policy Condition 8.
6. Judicial review, coroner's inquest or fatal accident inquiry  
**Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
7. Nuclear, war and terrorism risks  
Any 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 **ARAG Standard Terms of Appointment**. The amount **we** will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
  - 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 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 the 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  
 If there is a disagreement on the merits of the claim or proceedings, or on a legal principle, **we** may suggest **you** obtain at **your** own expense an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by **us** and the cost expressly 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. This does not affect **your** rights under Policy Condition 8.
8. Arbitration  
 If there is a disagreement about the handling of a claim and it is not resolved through **our** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free complaint resolution service for eligible complaints. (Details available from [www.financial.ombudsman.org.uk](http://www.financial.ombudsman.org.uk))  
  
 Alternatively, there is a separate arbitration process available that can be used to settle any dispute with **us**. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.
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.

Subject to the terms of business between **you** and the person who sold **you** this policy, **you** may be entitled to a partial refund of the premium.

It is important to note that charges may apply to any refund subject to the individual terms of business between **you** and the person who sold **you** this policy. Please contact them directly for full details of charges.

#### 11. Fraudulent claims

**We** will, at **our** discretion, void the policy (make it invalid) from the date of claim, or alleged claim, and/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 is 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.

## Privacy

When **you** purchase and use an **ARAG** product **we** will process personal information about **you** and anyone else whose details are provided to **us** to provide **you** with a service or a claim.

**We** process **your** personal information in accordance with **our** Privacy Notice. **You** can find **our** Privacy Notice online at [www.arag.co.uk/privacy](http://www.arag.co.uk/privacy). Alternatively **you** can make a request for a printed copy to be sent to **you** by contacting [dataprotection@arag.co.uk](mailto:dataprotection@arag.co.uk)

## How to make a complaint

**We** always aim to give **you** a high quality service. If **you** think **we** have let **you** down, **you** can contact **us** by:

- phoning **0344 893 9013**
- emailing [customer-relations@arag.co.uk](mailto:customer-relations@arag.co.uk)
- writing to the Customer Relations Department, **ARAG** plc, Unit 4a, Greenway Cour, Bedwas, Caerphilly, CF83 8DW
- completing **our** online complaint form at [www.arag.co.uk/complaints](http://www.arag.co.uk/complaints)

Further details of **our** internal complaint-handling procedures are available on request.

If **you** are not happy with the complaint outcome or if **we**'ve been unable to respond to **your** complaint within 8 weeks, **you** may be able to contact the Financial Ombudsman Service for help.

This is a free complaint resolution service for eligible complaints. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))

**You** can contact them by:

- phoning **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**
- emailing [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- writing to The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Further information is available on their website:

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

## About ARAG

**ARAG** plc is authorised and regulated by the Financial Conduct Authority (FRN452369). Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England and Wales. Company Number 02585818.

**ARAG** plc is authorised to administer this insurance on behalf of the insurer **ARAG** Legal Expenses Insurance Company Limited.

Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if **we** cannot meet **our** obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, [www.fscs.org.uk](http://www.fscs.org.uk)

Extensive range of legal products, services, and emergency assistance products.

## Your important information

### LEGAL ADVICE SERVICE

Call **0344 893 9328**

when **you** require legal advice

### MARINE ASSISTANCE

Call **0344 893 9328**

for marine assistance

### TAX HELPLINE

Call **0344 893 9328**

when **you** require tax advice



The Royals, Altrincham Road, Manchester M22 4BJ  
Telephone: 0151 473 8000  
Email: [insure@gjwdirect.com](mailto:insure@gjwdirect.com)