



Marine Legal Protection

Policy Wording



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.

HELPLINES

- EuroLaw legal advice service
- Tax advice
- Employment law
- Marine assistance
- Message relay

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 Pantaenius UK Ltd.

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. If you think the incident may be covered by this policy, 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 Pantaenius UK Ltd.

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**.

Underwritten by



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 shown in your Pantaenius UK Ltd marine insurance 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 limits

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, also 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.

For **INSURED INCIDENT 5 EMERGENCY EXPENSES** – 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 but excluding your normal country of residence.

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 limits**; and
- any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **territorial limits**; 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 events arising at the same time or from the same originating cause is:
 - for **INSURED INCIDENTS 1 ACCIDENT LOSS RECOVERY**, **2 BODILY INJURY**, **3 CONTRACT DISPUTES** and **4 LEGAL DEFENCE** £100,000; and
 - for **INSURED INCIDENT 5 EMERGENCY EXPENSES** £500.

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.

Provided that

For any claims in respect of a new vessel, the purchase agreement was made no more than 30 days before this policy started.

*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.

5 EMERGENCY EXPENSES

We will reimburse the **insured person** the cost of either (a) travel back from abroad to your normal country of residence, or (b) emergency overnight accommodation, following an accident abroad rendering the **insured craft** unseaworthy in the **territorial limit**, over and above any payment made for similar cover by the marine insurance policy covering your vessel.

*What is not covered under **EMERGENCY EXPENSES***

*(a) Incidents where the insurer of the marine policy covering the **insured craft** declines to offer indemnity.*

*(b) Claims where **your insured craft** is still seaworthy following the accident.*

(c) Accidents occurring within the inland and coastal waters of the normal country of residence.

*(d) Travel from your normal country of residence back to **your insured craft** more than four months after the original accident.*

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 An incident 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.

Employment law

If you employ crew, whether permanently or occasionally, in the event of a dispute between you and paid crew, the service can provide you with advice on UK employment law and procedures.

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