

# Topsail Marine Legal Expenses

## Insurance Product Information Document

**Company:** Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register)

**Product:** Marine Legal Protection

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

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

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

This document summarises the key features of your insurance policy. It is not tailored to individual needs and so may not provide all the information relevant to your cover requirements. Complete pre-contractual and contractual information is provided in other documents.

### What is this type of insurance?

Marine Legal Protection provides insurance to cover up to:

- £200 for Breakdown Costs
- £500 for Emergency Expenses
- £100,000 for all other sections of cover

for advisers' costs for certain types of legal action(s) as detailed in this document, your policy wording and your insurance schedule.



#### What is insured?

We'll cover a legal advisers' costs to help you pursue or defend a claim in the following situations:

- ✓ **Uninsured Loss Recovery:** To pursue damages claims following a collision, impact, fire or flooding causing damage to the vessel against those whose negligence has caused you to suffer uninsured losses.
- ✓ **Personal Injury Pursuit:** To pursue damages claims arising from a collision, impact fire or flooding whilst you are in, boarding or alighting the vessel against those whose negligence has caused your injury or death.
- ✓ **Contract Disputes:** To pursue or defend a legal action following a breach of a contract you have entered into for buying or selling goods or services in connection with the vessel.
- ✓ **Navigational Prosecution Defence:** To defend criminal prosecutions brought against you within a criminal court arising from the insureds ownership or use of the vessel.
- ✓ **Identity Fraud:** Costs:
  - Incurred in dealing with organisations that have been fraudulently applied to for credit, goods or services in your name or which are seeking monies from you as a result of Identity Fraud
  - Incurred in liaising with credit referencing agencies and all other relevant organisations necessary on your behalf to advise that the you have been the victim of Identity Fraud
  - To defend your legal rights and/or take reasonable steps to remove County Court Judgements against you that have been obtained by an organisation that you are alleged to have purchased, hired or leased goods or services from where you deny having entered into the contract and allege that you have been the victim of Identity Fraud.



#### What is not insured?

The policy does not provide cover for:

- ✗ **Pre-inception incidents:** We won't cover events that started before the policy began.
- ✗ **Prospects of success:** We won't cover any legal action if there are not prospects of success. This is where the likelihood of winning is less than 50%.
- ✗ **Minimum amount in dispute:** We won't cover claims where the amount in dispute is lower than the estimated advisers' costs to act for you.
- ✗ **Conflicts:** We will not cover any claims relating to a dispute between persons insured under the policy; nor any costs covered by another insurance policy.
- ✗ **Approved Costs:** We will not cover any advisers' costs or any other costs and expenses incurred which have not been agreed in advance or are above those for which we have given our prior written approval.



#### Are there any restrictions on cover?

- ! **Excess:** You are responsible for the first £1000 of any claim under the Uninsured Loss Recovery, Personal Injury Pursuit, Contract Disputes, Navigational Prosecution Defence and Identity Fraud sections of cover unless you agree to appoint our panel solicitor to act for you.
- ! **Your own advisers' costs:** Once court proceedings are issued, or in the event that a conflict of interest arises; you're welcome to use your own legal representative, but we won't cover any costs in excess of our standard advisers' rates.
- ! **Withdrawn claims:** If you withdraw from the legal action without our consent, you're responsible for any advisers' costs.

- ✓ **Emergency Expenses:**
  - To return to the United Kingdom (UK), Channel Islands (CI) or the Isle of Man (IoM) in the event that the vessel is damaged in an accident following a collision, impact, fire or flooding rendering it unseaworthy whilst the vessel is outside of the UK, CI or IoM.
  - To travel from the UK, CI or IoM to return to the vessel whilst it is outside of the UK, CI or IoM following repairs within four months of the date of the original accident which caused the vessel to become unseaworthy.
  
- ✓ **Breakdown Costs:** Following a mechanical breakdown to the vessel which renders it unseaworthy whilst away from the vessels home berth.



### Where am I covered?

- ✓ Claims which arise, or where proceedings are brought in:
- ✓ **Uninsured Loss Recovery and Personal Injury Pursuit:** The cruising range area shown in the insurance policy to which this cover attaches.
- ✓ **Contract Disputes, Navigational Prosecution Defence and Emergency Expenses:** The cruising range area shown in the insurance policy to which this cover attaches but within The European Union, the Azores, the Isle of Man, The Canary Islands, The Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Madeira, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey, and countries bordering the Mediterranean and including waterways connecting any of these countries.
- ✓ **All other sections:** Member states of the European Union.



### What are my obligations?

- You must notify claims as soon as reasonably possible once you become aware of the insured incident and within no more than 180 days of you becoming aware of the insured incident.
- You must supply, at your own expense, all of the information which we reasonably require to decide whether a claim may be accepted.
- You shall supply all information requested by the adviser and us.
- You must gain our consent before incurring any legal advisers' costs.



### When and how do I pay?

For full details of when and how to pay you should contact Topsail Insurance Ltd.



### When does the cover start and end?

Cover is valid for the dates specified on your boat Certificate Schedule.



### How do I cancel the policy?

You can cancel this insurance at any time by writing to Topsail Insurance Ltd. During the 14 day cooling off period, we will provide a full refund of the premium paid unless you have made a claim on this insurance.

After the 14 day cooling off period, you will be entitled to a refund of any premium paid, less the proportionate amount for the time you were on cover. The minimum we will charge will be £15.