

Watercraft Legal Protection Insurance

Insurance Product Information Document



Company: Legal Protection Group Limited Product: Watercraft Legal Protection

This insurance policy is:

- administered and managed by Legal Protection Group Limited, registered in England and Wales, company number 10096688. Legal Protection Group Limited (firm reference number 749446) is an appointed representative of Riviera Insurance Services Limited (firm reference number 786116). Riviera Insurance Services Limited is authorised and regulated by the Financial Conduct Authority
- underwritten by Alwyn Insurance Company Limited, P.O. Box 1338, First Floor Grand Ocean Plaza, Ocean Village, Gibraltar. Registered in Gibraltar, number 106261. Authorised and regulated by the Gibraltar Financial Services Commission.

This document is a summary of cover highlighting the main features and benefits as well as the general conditions and exclusions of this policy. Full terms and conditions can be found in the policy wording. You will also receive a policy schedule showing the specific details of your policy and the cover provided. Please take some time to read the policy documents when you receive them. It is important that you tell the insurance intermediary who sold you this insurance policy as soon as possible if any of the information is incorrect. Please note, all amounts shown below include any applicable tax.

What is this type of insurance?

Watercraft Legal Protection is a legal expenses insurance contract which provides you and anyone in, on or being towed by the craft at the time of an insured incident with your permission, with access to legal advice and insurance cover for legal costs and expenses in personal legal disputes listed below, subject to the terms and conditions of your policy.



What is insured?

- ✓ Legal costs and expenses up to £100,000 per insured incident for:

Uninsured Loss Recovery and Personal Injury

- ✓ Following a collision, impact, fire or flooding involving the craft, which is not the insured person's fault and another party is responsible, pursuit of a civil claim to seek to recover from the responsible party losses which are not otherwise covered by the primary craft insurance. Losses in respect of which a civil claim may be made are:
 - damage caused to your craft and/or personal property in it;
 - your primary craft insurance policy excess;
 - the cost of repairing your craft;
 - obtaining compensation following death or bodily injury to the insured person.

- ✓ Legal costs and expenses up to £50,000 per insured incident for:

Criminal Prosecution Defence

- ✓ The defence of an insured person's legal rights in a criminal prosecution brought in respect of the navigation of the craft.
Note: for personal watercraft, navigation includes the use for private pleasure purposes of that craft.

Legal costs and expenses up to £50,000 per insured incident for:

Contract Disputes

- ✓ Pursuing or defending the insured person in disputes arising from a breach or alleged breach of a contract they have entered into in connection with the private use of the craft for:
 - buying, selling, or hiring in goods
 - buying or hiring in services
 - buying or selling your craft

Note:

- the contract must be entered into in a personal capacity and not for an insured person's business use; and*
- the amount in dispute must exceed £100 including VAT.*

Legal costs and expenses up to £50,000 per insured incident for:

Identity Theft Assistance

- ✓ Access to an adviser who will provide assistance to help restore an insured person's identity.
- ✓ Costs incurred in correspondence to restore identity and credit rating.
- ✓ Costs incurred in re-applying for a loan previously rejected due to ID theft.
- ✓ Defending an insured person's legal rights if other parties take legal action against them arising from the insured person's ID theft.

Personal Legal and Tax Advice Helpline

- ✓ Confidential telephone advice on personal legal or tax matters under the laws of England and Wales, Scotland, Northern Ireland, each of the Channel Islands and the Isle of Man.

Identity Theft Advice

- ✓ Telephone advice and guidance on keeping identification safe and secure and to avoid becoming a victim of ID theft.

Counselling Helpline

- ✓ Confidential telephone counselling service on matters causing distress.



What is not insured?

There is no cover for:

Uninsured Loss Recovery and Personal Injury

- ✗ Contracts involving the craft.
- ✗ Legal proceedings against the owner or skipper of the craft, or guests aboard at the time of a relevant event.

Criminal Prosecution Defence

- ✗ Any prosecution not relating to the navigation of the craft.
- ✗ Any prosecution which is covered under the primary craft insurance policy to which this policy attaches.
- ✗ Adviser's costs of any legal advice before the issue of a charge or summons.
- ✗ Attendance at an interview under caution.

Contract Disputes

- ✗ The design or construction of a new craft which is bespoke to the insured person.
- ✗ A dispute against an insurer about either the amount payable in respect of, or the way an insurer settles a claim.
- ✗ A berthing contract where the duration of the berthing contract is less than 180 days.
- ✗ A contract governed by the law and/or jurisdiction of a territory outside the territorial limit.

Identity Theft Assistance

- ✗ ID theft or attempted ID theft committed by anyone who resides with you.

Counselling Helpline

- ✗ Any costs incurred in using onward referral services.



Are there any restrictions on cover?

- ! There is no cover under this policy for any circumstances which you were aware of before the start date of this insurance.
- ! There is no cover under this policy for any costs incurred before we have accepted your claim or which we have not authorised in advance.
- ! This is a claims made policy which means that claims must be notified to us during your period of insurance or within 14 days after the expiry date if this insurance is not renewed.
- ! For claims arising under Uninsured Loss Recovery and Personal Injury and Contract Disputes, the legal proceedings must have more than a 50% chance of achieving a reasonable outcome. In arriving at this we may consider the nature of the incident, the amount of money in dispute, the nature of the remedy sought, the prospects of successfully enforcing a judgment or recovering any losses or damages and/or prospects of an appeal. It will also consider whether a reasonable person would wish to pursue the legal proceedings if this insurance was not in force.
- ! Where the dispute or insured incident arises out of, or in connection with, the use of a sea-going vessel, unless there is a conflict of interest, we will appoint our own appointed adviser to act on the insured person's behalf if we accept their claim.
- ! In all other cases, unless it is necessary to start legal proceedings or if there is a conflict of interest, we will appoint our own appointed adviser to act on the insured person's behalf if we accept their claim.



Where am I covered?

The relevant event must happen in or is subject to the law and jurisdiction or territory within, or arises out of a contract subject to the law and jurisdiction of a territory within:

For Uninsured Loss Recovery and Personal Injury

The United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czechia, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, [Turkey](#) Andorra, Gibraltar, Monaco, ~~and San Marino~~ ~~and Turkey~~.

For all other insured incidents

The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.



What are my obligations?

An insured person must:

- keep to the terms and conditions of the policy;
- take reasonable precautions to minimise the risk of a claim occurring and not to incur any unnecessary costs;
- supply us and your legal representative with honest and accurate information when asked to do so;
- co-operate fully with us and with your legal representative.



When and how do I pay?

The premium for this insurance policy is payable to the insurance intermediary who is selling you this insurance policy before the intended start date (unless paid by monthly instalments).

The insurance intermediary who is selling you this insurance policy will confirm the total amount payable, payment dates and any available payment options.



When does the cover start and end?

Unless otherwise agreed, your cover will last for one year, starting from the date specified in your policy schedule.



How do I cancel the contract?

You can cancel this insurance policy by notifying the insurance intermediary who sold you this insurance policy within 14 days of either the start date or the date you receive your policy documents, whichever is later. Providing no claims have been made during the current period of insurance, the premium will be refunded in full.

You can cancel at any other time by giving the insurance intermediary who sold you this insurance policy 7 days' notice. Providing no claims have been made during the current period of insurance, you will be entitled to a partial refund for the remaining time on cover.

In the event of cancellation, the insurance intermediary who sold you this insurance policy may apply an administration charge. Please contact them for more information on any charges applied.