



# Watercraft Legal Protection

Policy Wording



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# CONTRACT OF INSURANCE

## Introduction

Thank you for purchasing Watercraft Legal Protection Insurance from Legal Protection Group Limited.

This insurance will aid an **insured person** to pursue or defend their legal rights in a range of water-based leisure activities including:

- Pursuit of claims to recover uninsured losses
- Pursuit of claims for death or personal injury
- Defence of criminal proceedings brought in respect of the navigation of the **insured craft**
- Contract disputes involving goods or services in connection with the private use of the **insured craft**
- Contract disputes relating to the purchase or sale of the **insured craft**
- Identity theft assistance
- Access to 24-hour legal and tax advice helplines
- Access to a 24-hour counselling helpline

This is **your** Watercraft Legal Protection policy document and it provides evidence of the contract between **you** and the **insurer**.

This document forms part of **your** policy, along with any attached schedule, endorsement, and, where applicable, a statement of fact. Together these documents will give **you** full details of **your** cover and the obligations between **you** and **us** and the **insurer**.

Please carefully read all documents and contact the insurance intermediary who sold **you** this insurance if **you** have any queries or if any information is missing, incorrect or needs to be changed. It is important that **you** inform the insurance intermediary who sold **you** this insurance of any inaccuracies or changes as soon as possible as failure to do so could adversely affect the terms of this insurance, including invalidating this policy or claims being rejected or not fully paid.

Please keep all documents in a safe place in the event **you** need to refer to its terms and conditions, use the **Helpline Services** or make a claim.

## Our obligation to you

In return for **you** paying or agreeing to pay the premium:

- a)** **we** will provide the cover and benefits shown in **your** schedule and detailed in this policy wording, subject to its terms, exclusions, conditions and any endorsements; and
- b)** the **insurer** will pay **adviser's costs and expenses** relating to **legal proceedings** agreed by **us** up to the **limit of indemnity** for any one **insured incident**.

**If:**

- (i)** the **relevant event** happens in the **territorial limit** or is subject to the law and jurisdiction of a territory within the **territorial limit** or arises out of a contract subject to the law and jurisdiction of a territory within the **territorial limit**;
- (ii)** the **legal proceedings** take place within the **territorial limit**;
- (iii)** the **relevant event** is reported to **us** as soon as possible and within the **period of insurance**; (if this insurance is not renewed, any claim must be reported within 14 days of the expiry of the **period of insurance**); and
- (iv)** the **insured incident** enjoys **reasonable prospects of success** throughout the **legal proceedings**.

### Legal Protection Group Limited and Legal Claims Group Limited Head and Registered Office

8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudgeway. Bristol, BS35 3QH.

Registered in England and Wales. Legal Protection Group Limited company number 10096688. Legal Claims Group Limited company number 11033103. Website: [www.legalprotectiongroup.co.uk](http://www.legalprotectiongroup.co.uk)

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.

This Watercraft Legal Protection Insurance is underwritten by Alwyn Insurance Company Limited (the **insurer**). Further information concerning the **insurer** can be found in the **General information** section of this policy.

## Helpline Services

**You** have access to the **Helpline Services** listed below 24 hours a day, 365 days a year. Please note that in some cases, depending on the type of advice required and/or time of call, a call back may need to be arranged (this does not apply to the **Counselling Helpline**).

If **you** need to use the **Helpline Services**, please have ready **your** policy number or the name of the insurance intermediary who sold **you** this insurance.

To help **us** monitor and improve service standards, all calls are recorded, other than those to the **Counselling Helpline**.

### Personal Legal Advice Helpline

Provides **you** with confidential telephone legal advice on personal legal matters subject to the laws of England & Wales, Scotland, Northern Ireland, each of the Channel Islands and the Isle of Man.

To use the personal legal advice helpline, please call **0344 840 6345**.

### Personal Tax Advice Helpline

Provides **you** with confidential telephone tax advice on personal tax matters subject to the laws of England & Wales, Scotland, Northern Ireland, each of the Channel Islands and the Isle of Man.

To use the personal legal advice helpline, please call **0344 840 6345**.

### Identity Theft Advice Helpline

Provides **you** with confidential telephone advice and guidance on keeping **your** identification safe and secure and provides tips on how to avoid becoming a victim of identity theft.

To use the identity theft advice helpline, please call **0344 840 6345**.

### Counselling Helpline

Provides an **insured person** with a confidential telephone counselling service on matters causing distress and anxiety. This includes onward referral to relevant voluntary or professional services who may be able to provide further support.

***Access to the telephone counselling helpline is covered by this insurance. However, any costs incurred in using these onward referral services are not covered.***

To use the counselling helpline, please call **0344 840 6344**.

Using the **Helpline Services**, where obtaining legal advice, does not constitute notification of a claim. Please refer to the **What to do if you need to make a claim** section described on **page 5** of this policy.

**We** cannot be held responsible if any of the **Helpline Services** become unavailable for reasons outside of **our** control.

## What to do if you need to make a claim

If an **insured person** is involved in a **relevant event** which gives rise to a legal dispute or **legal proceedings** covered by this insurance which cannot be resolved by using **our Helpline Services** and needs to be reported as a claim under this insurance, please phone **our** dedicated claims reporting line on **0344 840 6345** (if **you** are dialling from the United Kingdom).

If **you** are calling from abroad, please phone **+ 44 161 696 6261**.

The claims reporting number is open 24 hours a day, 365 days a year. All calls are recorded for training purposes.

Please have ready **your** policy number or the name of the insurance intermediary who sold **you** this insurance.

### Please note the following important information:

- (i) An **insured person** must report a claim to **us** on **0344 840 6345** (if dialling from the United Kingdom) or **+ 44 161 696 6261** (if dialling from abroad) as soon as the **insured person** becomes aware of any circumstances which could give rise to a claim under this insurance. **You** will need to provide confirmation that any other **insured person** has **your** authority to claim.
- (ii) If an **insured person** has received a notification of a prosecution, the **insured person** must report this to **us** within 3 days of receiving this notification.
- (iii) Be ready to provide as much information concerning the **insured incident** and potential **legal proceedings** as possible. This may include details of any accident, names and addresses of all parties involved, expert or medical reports and contact details of any witnesses. **We** may also ask an **insured person** to provide other information relevant to the claim as part of its assessment which may also involve completing a claims form.
- (iv) This is a claims made insurance which means that claims must be notified to **us** during **your period of insurance**. If **your** policy expires and an **insured person's** claim is reported more than 14 days after the expiry date, **we** will not be able to assist with the claim.
- (v) **We** will not provide cover if the circumstances giving rise to a claim exist before the start date of this insurance (please refer to **General exclusions applying to the whole policy 1**)).
- (vi) Under no circumstances should an **insured person** instruct their own lawyer or legal representative or incur any costs before **we** have accepted the claim as the **insurer** will not pay any costs incurred without **our** agreement.
- (vii) 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 (where **our** chosen **appointed adviser** cannot act on the **insured person's** behalf as to do so would breach their professional code of conduct), **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** (starting an action in a court to settle a dispute) or if there is a conflict of interest (where **our** chosen **appointed adviser** cannot act on the **insured person's** behalf as to do so would breach their professional code of conduct), **we** will appoint **our** own **appointed adviser** to act on the **insured person's** behalf if **we** accept their claim.
- (viii) Once all relevant information has been received, an assessment of an **insured person's** claim will be conducted and **we** will let **you** know if **we** can help. Please note that **legal proceedings** must enjoy and continue to enjoy, **reasonable prospects of success** throughout the course of the matter and cover could be withdrawn if at any stage the claim ceases to enjoy **reasonable prospects of success**.
- (ix) If **we** are unable to cover an **insured person's** claim, then **we** will explain the reasons why and discuss any other available methods (which may be at the **insured person's** expense) to help achieve a successful outcome.

## Meaning of words and terms

The following words or phrases have the same meaning wherever they appear in this policy document:

<b>adviser's costs and expenses</b>	<p>a) Reasonable and necessary costs, fees and disbursements chargeable by the <b>appointed adviser</b> which have been agreed by <b>us</b> in accordance with <b>our standard adviser's terms of appointment</b>.</p> <p>b) Costs and disbursements incurred by the other party in civil cases if an <b>insured person</b> is ordered to pay them or pays them with <b>our</b> agreement.</p>
<b>appointed adviser</b>	The law firm or other suitably qualified person appointed by <b>us</b> to act on the <b>insured person's</b> behalf, under the terms and conditions of this insurance and in accordance with <b>our standard adviser's terms of appointment</b> .
<b>European Economic Area (EEA)</b>	For the purposes of this insurance, the European Economic Area (EEA) shall be deemed to include 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, Andorra, Gibraltar, Monaco, San Marino and Turkey.
<b>identity theft</b>	Another party knowingly using the <b>insured person's</b> identity without the <b>insured person's</b> knowledge or permission, with the intention of illegally obtaining credit, services, or other benefit.
<b>insured craft</b>	The craft which meets the qualifying criteria set out on <b>page 7</b> of this policy and which is insured by the primary craft insurance policy to which this insurance attaches.
<b>insured incident</b>	<p><b>Insured incident 1:</b> Uninsured loss recovery and personal injury claims arising from a <b>relevant event</b>;</p> <p><b>Insured incident 2:</b> Criminal prosecution defence relating to the navigation of the <b>insured craft</b> arising from a <b>relevant event</b>;</p> <p><b>Insured incident 3:</b> Contractual disputes arising from a <b>relevant event</b>;</p> <p><b>Insured incident 4:</b> Identity theft assistance arising from a <b>relevant event</b>;</p> <p>in all cases, which leads to a claim under this insurance and where <b>we</b> have agreed to provide cover under the terms and conditions of this insurance.</p>
<b>insured person</b>	<p>a) For <b>insured incident 1 - Uninsured Loss Recovery and Personal Injury</b> and <b>Counselling Helpline - You</b> and any person in or on or is being towed behind the <b>insured craft</b> at the time of the <b>insured incident</b>.</p> <p>b) For <b>insured incident 2 - Criminal Prosecution Defence - You</b> and any other person with <b>your</b> permission navigating the <b>insured craft</b> at the time of the <b>insured incident</b>.</p> <p>c) For all other <b>insured incidents</b> and all other <b>helpline services - You</b>.</p>
<b>insurer</b>	Alwyn Insurance Company Limited.
<b>legal proceedings</b>	Civil proceedings (including relevant pre-action procedures and alternative dispute resolution) for damages, injunctions or specific performance or the defence of criminal proceedings, covered by this policy.
<b>limit of indemnity</b>	<p>The most the <b>insurer</b> will pay for any one <b>insured incident</b> (including any subsequent appeal agreed by <b>us</b>):</p> <p>a) For <b>insured incident 1 - Uninsured Loss Recovery and Personal Injury</b> - it is £100,000; and</p> <p>b) For all other <b>insured incidents</b> - it is £50,000.</p>
<b>period of insurance</b>	The period covered by this policy as shown in <b>your</b> schedule and any further period(s) this insurance is renewed for, such a period not to exceed 12 calendar months.
<b>reasonable prospects of success</b>	<p>For <b>insured incidents 1</b> and <b>3</b>, in <b>our</b> opinion, or in the opinion of a suitably qualified expert acting on <b>our</b> behalf, the <b>legal proceedings</b> have more than a 50% chance of achieving a reasonable outcome. In determining what constitutes a reasonable outcome, <b>we</b> 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 the prospects of success of an appeal.</p> <p><b>Our</b> assessment will also consider whether a reasonable person would wish to pursue the <b>legal proceedings</b> if this insurance was not in force.</p>

## Meaning of words and terms (continued)

<b>relevant event</b>	For <b>insured incident 1 – Uninsured Loss Recovery and Personal Injury</b> , a collision, impact, fire, or flooding involving the <b>insured craft</b> which is not the <b>insured person’s</b> fault and where another party is considered responsible for causing the damage.  For all other <b>insured incidents</b> , an incident, event or transaction or the first in a series of incidents or events, arising at the same time or from the same originating cause, which leads to a claim under this insurance and for which <b>we</b> have agreed to provide cover under the terms and conditions of this insurance.
<b>standard adviser’s terms of appointment</b>	A separate agreement <b>we</b> require an <b>appointed adviser</b> to enter with <b>us</b> . This agreement sets out the <b>appointed adviser’s</b> responsibilities and the amounts the <b>insurer</b> will pay the <b>appointed adviser</b> in respect of an <b>insured incident</b> .
<b>territorial limit</b>	a) For <b>insured incident 1 - Uninsured Loss Recovery and Personal Injury</b> – the <b>European Economic Area (EEA)</b> . b) For all other <b>insured incidents</b> – the United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.
<b>we, our, us</b>	a) Legal Protection Group Limited, who administer and manage this insurance on behalf of the <b>insurer</b> . b) Legal Claims Group Limited who administer all claims under this insurance on behalf of the <b>insurer</b> .
<b>you, your</b>	The person named in the schedule who has purchased this insurance and is responsible for insuring the <b>insured craft</b> .

## Your policy cover explained

### What is Watercraft Legal Protection?

Participation in water-based leisure activity is increasing. More people now own various types of watercraft to enjoy their pastime, especially those paddle-based pastimes. However, whatever the size or type of **your** craft, **you** might unexpectedly become involved in a legal dispute. Marine law is complex. Watercraft Legal Protection has been designed to meet the needs of watercraft owners who become involved in a legal dispute and provide them with access to advice and representation to pursue or defend certain types of claims described on **pages 8 and 9** of this policy, provided that, for civil disputes, the claim (or defence) always enjoys **reasonable prospects of success**.

### How do I qualify for cover?

To qualify for Watercraft Legal Protection:

- **You** must be a permanent resident of the United Kingdom
- **You** must be at least 18 years old
- The **insured craft** must be exclusively used for private pleasure purposes; this will include racing where this is permitted by the primary craft insurance to which this policy attaches
- Where the **insured craft** is registered, it is registered on Part I or Part III of the UK Ship Register with the Maritime and Coastguard Agency.

## Insured incidents

### Insured incident 1 – Uninsured Loss Recovery and Personal Injury

What you are covered for	What you are not covered for
<p><b>a) Uninsured Loss Recovery</b>  <b>Adviser's costs and expenses</b> following a <b>relevant event</b> to pursue a claim to seek to recover from a third party losses which are not covered under <b>your</b> primary craft insurance policy to which this insurance attaches.</p> <p><i>Please note that:</i>            Losses in respect of which a claim may be made include:</p> <ul style="list-style-type: none"> <li>(i) <b>your</b> primary craft insurance policy excess;</li> <li>(ii) damage to the <b>insured craft</b> and/or damage to any personal property in or on it;</li> <li>(iii) the cost of repairing the <b>insured craft</b>;</li> <li>(iv) the recovery of the <b>insured person's</b> loss of earnings and reasonable attendance expenses if the <b>insured person</b> needs to attend court; and</li> <li>(v) other out-of-pocket expenses reasonably incurred.</li> </ul> <p><i>We will advise the type and extent of losses the <b>insured person</b> is likely to be able to recover.</i></p> <p><b>b) Personal Injury</b>  <b>Adviser's costs and expenses</b> following a <b>relevant event</b> to obtain compensation for an <b>insured person's</b> death or bodily injury.</p> <p><i>Please note that the party responsible for the <b>relevant event</b> must have valid liability insurance and must be identified or traced.</i></p>	<ul style="list-style-type: none"> <li>(i) Any claim relating to a contract involving an <b>insured craft</b>.</li> <li>(ii) <b>Legal proceedings</b> against the owner or skipper of the <b>insured craft</b> or guests on board at the time of the <b>relevant event</b>.</li> </ul>

### Insured incident 2 – Criminal Prosecution Defence

What you are covered for	What you are not covered for
<p><b>Adviser's costs and expenses</b> to defend an <b>insured person's</b> legal rights in a criminal prosecution brought in respect of the navigation of the <b>insured craft</b> by an <b>insured person</b>.</p> <p>For the avoidance of doubt, for the purposes of this policy, where the <b>insured craft</b> is a personal watercraft, whether or not powered by engine, navigation includes the use for private pleasure purposes of that craft.</p> <p><i>Please note that the <b>insured person</b> must notify us within 3 days of being charged or receiving a summons to allow a reasonable period to consider the defence.</i></p>	<ul style="list-style-type: none"> <li>(i) Any prosecution not relating to the navigation of the <b>insured craft</b>.</li> <li>(ii) Any prosecution which is covered under the primary craft insurance policy to which this insurance attaches.</li> <li>(iii) Costs and expenses of any legal advice before the issue of a charge or summons.</li> <li>(iv) Attendance at an interview under caution.</li> </ul>

## Insured incidents (continued)

### Insured incident 3 – Contract Disputes

What you are covered for	What you are not covered for
<p><b>Adviser’s costs and expenses</b> to pursue or defend a dispute arising from a breach or alleged breach of a contract the <b>insured person</b> has entered into in connection with the private use of the <b>insured craft</b> for:</p> <ul style="list-style-type: none"> <li>a) buying, selling, or hiring in goods;</li> <li>b) buying or hiring in services;</li> <li>c) buying or selling <b>your insured craft</b>.</li> </ul> <p><b>Please note that:</b></p> <ul style="list-style-type: none"> <li>(i) <i>the contract must be entered into in a personal capacity and not for an <b>insured person’s</b> business use; and</i></li> <li>(ii) <i>the amount in dispute must exceed £100 (including VAT).</i></li> </ul>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> <li>(i) the design or construction of a new <b>insured craft</b> which is bespoke to the <b>insured person</b>;</li> <li>(ii) a dispute against an insurer about either the amount payable in respect of, or the way an insurer settles, a claim;</li> <li>(iii) a berthing contract where the duration of the contract is less than 180 days;</li> <li>(iv) a contract governed by the law and/or jurisdiction of a territory which is outside the <b>territorial limit</b>.</li> </ul>

### Insured incident 4 – Identity Theft Assistance

What you are covered for	What you are not covered for
<p>If an <b>insured person</b> becomes a victim of <b>identity theft</b>:</p> <ul style="list-style-type: none"> <li>a) we will provide the <b>insured person</b> with access to an identity theft adviser who will provide guidance and assistance to restore the <b>insured person’s</b> identity;</li> <li>b) the <b>insurer</b> will pay reasonable costs incurred by the <b>insured person</b> in necessary correspondence with the Police, credit agencies and financial service providers to restore the <b>insured person’s</b> identity and credit rating;</li> <li>c) the <b>insurer</b> will pay reasonable fees incurred by the <b>insured person</b> in reapplying for a loan where that original application had been rejected due to the <b>insured person’s identity theft</b>;</li> <li>d) the <b>insurer</b> will pay <b>adviser’s costs and expenses</b> to defend the <b>insured person’s</b> legal rights in a dispute with other parties taking legal action against the <b>insured person</b> arising from their <b>identity theft</b>.</li> </ul> <p><b>Please note that the insured person must have:</b></p> <ul style="list-style-type: none"> <li>(i) <i>sought and followed the advice from <b>our Identity Theft Advice Helpline</b> as soon as they suspect they have become a victim of <b>identity theft</b>; and</i></li> <li>(ii) <i>notified their bank, mortgage lender or any other supplier of credit within 24 hours of discovering their <b>identity theft</b> or attempted <b>identity theft</b>.</i></li> </ul>	<p>Any <b>identity theft</b> or attempted <b>identity theft</b> committed by anyone who resides with the <b>insured person</b>.</p>

## General exclusions applying to the whole policy

There is no cover for:

### 1) Claims arising before this insurance started

Any event or dispute which an **insured person** was aware of, or should reasonably have been aware of, which could give rise to a claim under this insurance and existed or happened before this insurance first started.

### 2) Costs incurred and legal action we have not authorised

a) Any **adviser's costs and expenses** incurred:

- (i) before **we** have accepted a claim; and/or
- (ii) which **we** have not authorised in advance.

b) Any action taken by an **insured person** against the advice of the **appointed adviser**, or to which **we** or the **appointed adviser** have not agreed.

c) Any **adviser's costs and expenses** or other costs incurred which are not proportionate to the **legal proceedings** (i.e. where the **appointed adviser's** estimate of the costs of the **legal proceedings** / potential **legal proceedings** exceeds any sum in dispute or where **we** or the **appointed adviser** considers that the **legal proceedings** would not normally be pursued by a person without legal expenses insurance, acting reasonably).

### 3) Wilful acts

Any claim resulting from an act which is deliberate, reckless or intentional, the outcome of which is, or ought to be, foreseeable by a reasonable person.

### 4) Fines and court awards

- a) Fines, compensation, damages or penalties awarded against an **insured person**.
- b) Any costs an **insured person** is ordered to pay by a court of criminal jurisdiction.

### 5) Insurance disputes

Any claim where **your** primary craft insurer has cancelled, voided, or refused to renew **your** primary craft insurance policy or where they have declined a claim under that policy.

### 6) Judicial Review and challenges to legislation

- a) Judicial Reviews (reviewing the way a decision has been made by a government authority, local authority or other public body), coroner's inquests or Fatal Accident Inquiries.
- b) Any challenges to current or proposed legislation.

### 7) Disputes with us, the insurer or the appointed adviser

Any claim made against **us**, the **insurer**, or the **appointed adviser** (*please also refer to **General conditions applying to the whole policy 9***).

### 8) Disputes between insured persons

Any dispute arising between **insured persons** covered by this policy.

### 9) War, terrorism, radioactive contamination and pressure waves

Any claim resulting directly or indirectly from or about:

- a) war, terrorism, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, uprising, military or usurped power;
- b) ionising radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel;
- c) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it;
- d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

### 10) Litigant in person

Any claim where an **insured person** is not represented by an **appointed adviser** or any other law firm or suitably qualified person agreed by **us**.

### 11) Sanctions

Any payment or provision of any other benefit under this policy, if the **insurer** is prevented from doing so by any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the United Kingdom or the United States of America.

The economic sanctions of the United States of America shall only apply where they do not violate European or local legal regulations.

## General conditions applying to the whole policy

An **insured person** must keep to these conditions as failure to do so may lead to **us** refusing a claim, withdrawing from a claim, or cancelling this insurance (please refer to **condition 11**)).

### 1) An insured person's obligations

An **insured person** must:

- a) keep to the terms and conditions of this policy;
- b) take all reasonable precautions to prevent or minimise the risk of a claim occurring under this policy and to avoid incurring any unnecessary costs; and
- c) supply **us** with honest and accurate information when asked to do so.

### 2) Appointment of an appointed adviser

- a) If **we** accept an **insured person's** claim, **we** will appoint an **appointed adviser** who may be able to negotiate settlement before or without the need for court action.
- b) 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 (where **our** chosen **appointed adviser** cannot act on the **insured person's** behalf as to do so would breach their professional code of conduct), **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** (starting an action in a court to settle a dispute) or if there is a conflict of interest (where **our** chosen **appointed adviser** cannot act on the **insured person's** behalf as to do so would breach their professional code of conduct), **we** will appoint **our** own **appointed adviser** to act on the **insured person's** behalf if **we** accept their claim.
- c) Any law firm or suitably qualified representative nominated by an **insured person** must agree to represent the **insured person** in accordance with **our standard adviser's terms of appointment** (which are available on request) and the most the **insurer** will pay is no more than the amount the **insurer** would have paid to **our** own choice of **appointed adviser**.

### 3) Conduct of the claim

- a) An **insured person** must:
  - (i) co-operate fully with **us** and the **appointed adviser** and provide any relevant information, documentation and evidence about an **insured incident** when asked to do so; and
  - (ii) keep **us** and the **appointed adviser** fully informed of any developments and instruct the **appointed adviser** to provide **us** with any information **we** ask for.
- b) An **insured person** must not:
  - (i) act in any way which obstructs **us** or the **appointed adviser** or hinders the progress of a claim; and
  - (ii) incur any **adviser's costs and expenses** without **our** consent.
- c) **We** can:
  - (i) contact the **appointed adviser** at any time and have access to all documents and information regarding an **insured person's** claim;
  - (ii) withdraw funding for a claim and pursue an **insured person** to recover **adviser's costs and expenses**, already paid, if the **insured person** pursues or withdraws from that claim without **our** consent or fails to pass on any instructions to the **appointed adviser**;
  - (iii) withdraw funding for a claim if an **insured person** dismisses the **appointed adviser** without **our** consent and there is no valid cause to do so, or if the **appointed adviser** refuses to continue acting for an **insured person** with **our** consent and there is valid cause to do so; and
  - (iv) withdraw funding for **legal proceedings** if at any time **we** believe that the **legal proceedings** no longer enjoy **reasonable prospects of success** (where relevant) or if the **insured person** unreasonably refuses or fails to follow the **appointed adviser's** advice within a reasonable timeframe. The **insurer** will still pay any **adviser's costs and expenses** **we** have agreed to, prior to the withdrawal of funding.

## General conditions applying to the whole policy (continued)

### 4) Claims settlement

- a) An **insured person** must tell **us** immediately an offer to settle a claim is received and must not enter negotiations to settle a claim without **our** prior consent.
- b) If an **insured person** refuses a fair and reasonable offer to settle a claim, **we** will be entitled to withdraw funding for that claim and the **insurer** will pay no further **adviser's costs and expenses**.
- c) **We** may decide to settle a claim by instructing the **insurer** to pay the reasonable value of that claim instead of pursuing, defending or continuing with any **legal proceedings**. In such cases, **we** may decide to pursue the other party for the amount the **insurer** has paid to an **insured person** and the **insured person** must allow **us** to take over and continue the claim in their name and provide **us** with any information in support of this action.

### 5) Costs recovery and assessment of costs

An **insured person** must:

- a) take all reasonable steps to recover **adviser's costs and expenses** and pay all sums recovered to **us**;
- b) tell the **appointed adviser** to have **adviser's costs and expenses** taxed, assessed, and audited and/or have their claims file audited by **us**, if **we** ask for this. If it is established that **adviser's costs and expenses** or any other costs have been billed which have not been agreed by **us**, the **insurer** reserves the right to refuse to pay these unauthorised costs.

### 6) Appealing the outcome of a claim

Appeals regarding the outcome of an **insured incident**, either made by or against an **insured person**, must be notified to **us** as soon as possible and within 10 days of the deadline for any appeal. **Reasonable prospects of success** must still be present for an appeal to be considered.

### 7) Other insurance and apportionment of costs

If any **adviser's costs and expenses** covered by this insurance are also covered under an alternative insurance policy or would have been covered if this insurance did not exist, the **insurer** will only pay their share of these costs.

### 8) Obtaining a legal opinion

**We** may require an **insured person**, at their own expense, to obtain an independent opinion from a barrister or other expert agreed between **us** and the **insured person** over the merits of any **legal proceedings** or proposed **legal proceedings**, their financial value, or **reasonable prospects of success**. If the opinion supports the **insured person** and there are clear merits in proceeding with the **legal proceedings**, the costs incurred by the **insured person** in seeking that opinion will be reimbursed.

### 9) Disputes with us

If there is a dispute between an **insured person** and **us** over this policy, which cannot be resolved through **our** internal complaints handling process, the **insured person** is entitled to seek a resolution through the Financial Ombudsman Service if **you** are eligible to complain.

Where the Financial Ombudsman Service cannot deal with that complaint, the dispute shall be referred to arbitration which is a formal and binding process where disputes are resolved by independent arbitrators in accordance with the Arbitration Act 1996. The arbitrator will be chosen jointly by **us** and the **insured person**. If **we** and the **insured person** are not able to agree on the appointment of an arbitrator, the President of the Chartered Institute of Arbitrators will decide.

The decision of the appointed arbitrator is binding, and the arbitrator may require the **insurer** or the **insured person** to pay the costs.

## General conditions applying to the whole policy (continued)

### 10) Your cancellation rights

#### a) Cooling off period

**You** can cancel this insurance, without giving any reason, within 14 days of its start date or within 14 days of receiving **your** policy documents, whichever is later.

If **you** wish to exercise this right, **you** must notify the insurance intermediary who sold **you** this insurance. **You** will be entitled to a full refund of premium paid provided that an **insured person** has not made a claim under this insurance during the current **period of insurance**.

#### b) Outside the cooling off period

**You** can cancel this insurance at any other time, subject to providing the insurance intermediary who sold **you** this insurance with 7 days' notice. As long as an **insured person** has not made a claim under this insurance during the current **period of insurance** and subject to the terms of business between **you** and the insurance intermediary who sold **you** this policy, **you** may be entitled to a partial refund of premium.

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

### 11) Our cancellation rights

#### a) General

**We** can cancel this insurance at any time, where there is a valid reason to do so, subject to providing **you** with 7 days' notice. Reasons for cancellation may include, but are not strictly limited to:

- (i) an **insured person** has failed to co-operate with **us**, or the **appointed adviser** and this failure has significantly hindered **our** ability to deal with a claim or administer this insurance; and/or
- (ii) a premium payment is due, or a costs recovery is still outstanding by the end of the final deadline notified to **you**.

#### b) Fraudulent or dishonest claims

If **we** have evidence that an **insured person** has made a fraudulent, dishonest or exaggerated claim, or has deliberately misled **us** or the **appointed adviser** when presenting relevant information in support of a claim, **we** reserve the right to cancel this insurance from the date of the alleged claim or misrepresentation and recover from the **insured person** any **adviser's costs and expenses** already paid in respect of that claim, which the **insurer** otherwise would not have paid. **We** will also not refund any premium paid by **you**.

If fraudulent activity or false or inaccurate information is identified, **we** may, at **our** discretion, pass details to fraud prevention or law enforcement agencies who have the right to access and use this information, which could result in a prosecution.

### 12) Persons involved in this contract of insurance

Unless expressly stated otherwise, any person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this insurance.

### 13) Choice of law and Acts of Parliament

- a) Unless otherwise agreed by **us** in writing, this insurance is governed by the laws applying to England and Wales.
- b) Any Acts of Parliament or Statutory Instruments referred to in this insurance shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man, or the Channel Islands and shall also include any subsequent amending or replacement legislation.

## General information

### The insurer

This insurance is 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.

### The Financial Services Compensation Scheme

The **insurer** is covered by the Financial Services Compensation Scheme (FSCS) and **you** may be entitled to compensation from the scheme if the **insurer** cannot meet their obligations. This will depend on the circumstances of the claim.

Further information about the compensation scheme arrangements can be found on the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk)

### Data protection notice

To manage this insurance, including the provision of helpline services, claims handling, underwriting and other administrative duties, **we** may need to share personal information which has been given to **us** with other parties such as insurers, insurance intermediaries, law firms, experts, regulatory authorities or agents providing services to **us** or on **our** behalf. **We** will only request necessary information from an **insured person** and will only use it and disclose it during arranging and administering this insurance.

Any personal information **we** hold about an **insured person** will be retained by **us** for a period of seven years after this insurance expires and in any event, for the minimum periods required by relevant laws and regulations. This information may need to be retained for legal and regulatory reasons and for legitimate business purposes including (but not strictly limited to) establishing, pursuing or defending legal claims.

Sometimes **we** may need to send an **insured person's** personal information to agents based outside of the European Economic Area and in doing so will ensure that those agents apply the same levels of confidentiality, protection and security that are applied by **us**.

In arranging and managing this insurance and administering claims, **we** will comply with the provisions of the Data Protection legislation which is directly applicable in the United Kingdom (this includes the General Data Protection Regulation (EU) 2016/679 (otherwise known as GDPR) as well as any subsequent amending or replacement Data Protection legislation which is directly applicable in the United Kingdom) and unless required to do so by law or a professional body, will not disclose an **insured person's** personal data to any other person or organisation without their consent.

**You** can find full details of **our** privacy policy on **our** website [www.legalprotectiongroup.co.uk](http://www.legalprotectiongroup.co.uk)

More information on the Data Protection Act and the principles in place to protect personal information can be found on the Information Commissioner's Office website <https://ico.org.uk/>

An **insured person** has a right to obtain information **we** hold about them. This is called a Subject Access Request and to obtain such information, please write to:

**The Data Protection Officer, Legal Protection Group Limited, 8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudge Way, Bristol BS35 3QH**

If an **insured person** has a concern about the way **we** have handled their personal data, then they have the right to report this to the Information Commissioner's Office:

**Website:** <https://ico.org.uk/concerns/>

**Phone:** 0303 123 1113 (lines are open Monday to Friday 9am to 5pm)

**Email:** [casework@ico.org.uk](mailto:casework@ico.org.uk)

## General information (continued)

### What to do if you have a complaint

**We** are committed to providing **you** with excellent customer service, but **we** accept that occasionally things go wrong. **We** take all complaints seriously and have a commitment across **our** business to treat all customers fairly. Where **we** have made a mistake, **we** want to put things right quickly.

If **you** are not happy with the standard of service provided by **us**, please let **us** know:

- **Email:** [complaints@legalprotectiongroup.co.uk](mailto:complaints@legalprotectiongroup.co.uk)
- **Phone:** **0333 700 1040** (lines are open Monday to Friday 9am to 5pm)
- **Post:** **Customer Service Department, Legal Protection Group Limited, 8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudgey, Bristol BS35 3QH**

#### As soon as a complaint is received:

All complaints will be acknowledged in writing within five business days of receipt. If the complaint can be resolved within five business days, **our** letter will also outline the result of **our** investigation.

If **our** investigation is not resolved within five business days, **we** will aim to respond within four weeks of receiving the complaint.

If the complaint is about another party, such as a law firm who is acting for an **insured person**, **we** will refer details of the complaint to that other party and confirm this course of action to **you** in writing.

#### After we have investigated the complaint:

**We** will write to **you** immediately notifying **you** of the outcome of **our** investigation. **We** will also advise that if **you** are not satisfied with the outcome, **you** may refer the matter to the Financial Ombudsman Service within the next six months\*.

#### If we cannot resolve the complaint within 4 weeks:

**We** will write to **you** and inform **you** that **our** investigation is continuing, giving the reasons for the delay and a date by which **we** expect to be able to contact **you** again.

#### If we cannot resolve the complaint within 8 weeks:

**We** will inform **you** of the reasons for the further delay and advise that if **you** are not satisfied with **our** progress then **you** may refer the complaint to the Financial Ombudsman Service within the next six months\*.

\*If **you** do not refer **your** complaint within the six-month period, the **insurer** will not permit the Financial Ombudsman Service to consider **your** complaint and will only be able to do so in very limited circumstances such as where they believe that the delay in notifying **your** complaint was because of exceptional circumstances.

The Financial Ombudsman Service can be contacted:

- **Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- **Phone:** **0800 023 4567** (free from a landline) or **0300 123 9123** (free from some mobile phones)
- **Post:** **Financial Ombudsman Service, Exchange Tower, London E14 9SR**

**You** can also visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) and follow the guidelines on how to complain and to also check their eligibility criteria.

**Important: This complaints notification procedure does not affect your right to take legal action.**

LEGAL PROTECTION GROUP LIMITED

Head and Registered Office:

8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudgey, Bristol, BS35 3QH

Registered in England and Wales, company number 10096688

[www.legalprotectiongroup.co.uk](http://www.legalprotectiongroup.co.uk)



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