

Saga Boat Insurance

Marine Legal Protection Insurance

Your Policy Booklet



SAGA

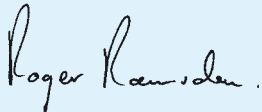
Boat insurance done properly

Welcome to Saga Marine Legal Protection Insurance

We always aim to provide high levels of care and service for our customers, so we have designed our policy with your needs in mind.

Please read your Policy Booklet carefully, together with your policy Schedule, to make sure the cover meets your needs. Please note that the cover detailed in this booklet is an optional add-on, subject to an additional premium, and will only be included in your chosen policy if this premium has been paid.

If you need to make a claim on the policy, you can find details on how to do so on page 9.

A handwritten signature in black ink that reads "Roger Ramsden". The signature is written in a cursive style with a period at the end.

Roger Ramsden
Chief Executive

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Policy information

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Marine Legal Protection Insurance

This insurance is administered by Arc Legal Assistance Ltd and underwritten by Inter Partner Assistance S.A.

In the event of a valid claim under this insurance, **we** will appoint **our** specialist panel solicitors, or their agents, to handle **your** case. **You** are not covered for any other legal advisers' fees unless court **proceedings** are issued or a conflict of interest arises. Where, following the issue of court **proceedings** or a conflict of interest arising, **you** elect to use an adviser of **your** own choice, **you** will be responsible for any **advisers' costs** in excess of **our standard advisers' costs**.

The insurance covers **advisers' costs**, **temporary replacement costs**, **emergency expenses** and **mooring fees** as set out within the Sections of Cover up to the **limit of indemnity** where:-

- a) The **insured incident** takes place in the **insured period** and within the **territorial limits**
- and
- b) The **proceedings** (other than in relation to **temporary replacement costs**, **emergency expenses** and **mooring fees**) take place in the **territorial limits**.

Definitions

Adviser	<p>Our panel solicitors or their agents appointed by us to act for you, or, and subject to our agreement, where court proceedings have been issued or a conflict of interest arises, another legal adviser nominated by you.</p>	Mooring fees	<p>Normal fees you have contracted and are required to pay to a marina or mooring supplier for mooring the vessel.</p>										
Advisers' costs	<p>Reasonable legal fees and disbursements incurred by the adviser with our prior written authority. Legal costs shall be assessed on the standard basis and third party's costs shall be covered if awarded against you in a civil court or underwriters agree to pay them, and paid on the standard basis of assessment.</p>	Proceedings	<p>The pursuit or defence of civil proceedings to obtain damages and the defence of civil or criminal proceedings.</p>										
Emergency expenses	<p>Standard class travelling costs up to £300 per person.</p>	Standard advisers' costs	<p>The amount of advisers' costs that would normally be incurred by underwriters in using a nominated adviser of our choice.</p>										
Identity fraud	<p>A person or group of persons knowingly using a means of identification belonging to you or the vessel without your knowledge or permission with intent to commit or assist another to commit an illegal act.</p>	Temporary replacement costs	<p>The reasonable market standard costs of bare boat chartering an equivalent boat to the vessel for the period of a trip planned prior to the insured incident.</p>										
Insured incident	<p>The incident or the first of a series of incidents, which may lead to a claim under this insurance. Only one insured incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.</p>	Territorial limits	<p>Section 1: The cruising range area shown in the insurance policy to which this cover attaches. Section 3: The cruising range area shown in the insurance policy to which this cover attaches but within the Member states of the European Union. All other Sections: Member states of the European Union.</p>										
Insured period	<p>The insured period shown in the insurance policy to which this cover attaches and which has been declared to us and for which the premium has been paid.</p>	Underwriters	<p>Inter Partner Assistance SA who is a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.</p>										
Limit of indemnity	<p>The maximum payable in respect of an insured incident. The limit of indemnity is: -</p> <table><tr><td>Section 1:</td><td>£150,000</td></tr><tr><td>Sections 2,3 & 4:</td><td>£100,000</td></tr><tr><td>Section 5:</td><td>£1,200</td></tr><tr><td>Section 6:</td><td>Up to a maximum of 28 days</td></tr><tr><td>Section 7:</td><td>£2,500.</td></tr></table>	Section 1:	£150,000	Sections 2,3 & 4:	£100,000	Section 5:	£1,200	Section 6:	Up to a maximum of 28 days	Section 7:	£2,500.	Vessel	<p>The vessel insured under the insurance policy to which this cover attaches and which has been declared to us and for which the premium has been paid.</p>
Section 1:	£150,000												
Sections 2,3 & 4:	£100,000												
Section 5:	£1,200												
Section 6:	Up to a maximum of 28 days												
Section 7:	£2,500.												
		We/Us/Our	<p>Arc Legal Assistance Ltd who has arranged this insurance and administers it on behalf of the underwriters.</p>										
		You/Your	<p>Sections 1, 3, 5 & 8: The owner of the vessel and any authorised skipper, crew or guests. Sections 2, 4, 6 & 7: The owner of the vessel. If you die, your personal representatives will be covered to pursue cases covered by this insurance on your behalf, which arose prior to your death.</p>										

Section 1 – Uninsured loss recovery and personal injury pursuit

What is covered

You are covered for **advisers' costs** to pursue damages claims in **proceedings** following a collision, impact, fire or flooding causing damage to the **vessel** against those whose negligence has caused **your** injury or death or caused **you** to suffer uninsured losses.

What is not covered

There is no cover for **advisers' costs** incurred in claims by **you** for **proceedings** pursued against the owner, skipper or crew of the **vessel** or guests aboard the **vessel** at the time of the **insured incident**.

There is no cover for claims arising from: -

- a) Medical or clinical treatment, advice, assistance or care.
- b) Stress, psychological or emotional injury.
- c) Illness, personal injury or death, which is caused gradually or is not caused by a specific event.

Section 2 – Contract disputes

What is covered

You are covered for **advisers' costs** to pursue or defend **proceedings** following a breach of a contract that **you** have entered into for buying or selling goods or services in connection with the **vessel**.

The **insured incident** must have commenced after the start of the **insured period** or the start of the first period of continuous legal expenses insurance held by **you**.

What is not covered

There is no cover for **advisers' costs** where the legal jurisdiction of the contract is outside of the **territorial limits**.

There is no cover for disputes arising from any commercial activity or venture for gain in connection with the **vessel** including chartering.

There is no cover for a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.

Section 3 – Prosecution defence

What is covered

You are covered for **advisers' costs** to defend criminal prosecutions brought against **you** within a criminal court arising from **your** ownership or use of the **vessel**.

You will only be covered for pleas in mitigation where such a plea has a reasonable prospect of reducing any penalty that may be awarded against **you**.

What is not covered

There is no cover for **advisers' costs** arising from allegations of dishonesty, violence, deliberate, reckless or intentional acts, or whilst being in control of the **vessel** whilst under the influence of alcohol or drugs.

There is no cover for damages, interest, fines or costs awarded against **you**.

Section 4 – Identity fraud

What is covered

You are covered for **advisers' 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**.

You are covered for **advisers' costs** incurred in liaising with credit referencing agencies and all other relevant organisations necessary on **your** behalf to advise that **you** have been the victim of **identity fraud**.

You are covered for **advisers' costs** 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 covered

Any financial losses incurred by **you** as a result of **identity fraud** other than **advisers' costs**.

Any claims where **you** are not the victim of **identity fraud**.

Any claim where the **identity fraud** has been committed by somebody **you** live with.

Section 5 – Emergency expenses

What is covered

You are covered for **emergency expenses** that **you** have paid 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.

You are also covered for **emergency expenses** that **you** have paid 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.

What is not covered

There is no cover for **emergency expenses** unless **you** have claimed under the insurance policy to which this cover attaches for the repairs to the **vessel** and that claim has been accepted.

Section 6 – Mooring fees

What is covered

You are covered for **mooring fees** if **you** are unable to use the **vessel** as a result of:-

- a) **Your** accidental injury or illness of such severity that **you** are unable to use the **vessel** for any purpose, or
- b) Accidental loss or damage to the **vessel** of such severity that **you** are unable to use it for any purpose.

What is not covered

The first seven days of **mooring fees** in relation to each and every **insured incident**.

Where **you** could reasonably have known when entering into the contract for **mooring fees** or purchasing this insurance that a claim under this insurance might occur.

Mooring fees if any loss or damage to the **vessel** arises from wear and tear or mechanical or electrical failure or breakdown.

Section 7 – Temporary replacement costs

What is covered

You are covered for **temporary replacement costs** following a non-fault collision or impact resulting in accidental loss or damage to the **vessel** of such severity that **you** are unable to use it for a trip that was planned prior to the **insured incident**.

What is not covered

Where there is no identifiable and pursuable negligent third party.

Where **you** are unable to prove that **you** had planned the trip prior to the **insured incident**.

Section 8 – Assistance services

Legal, Tax and Claims Advice Line

You may use the 24-hour advisory service for telephone advice on any legal or taxation problem of concern to **you** or to report a claim under this insurance.

Specialist lawyers are at hand to help. If **you** need a lawyer to act for **you** and/or **you** have any other problem, which is covered under this insurance, the advice line will ask **you** to complete a claim form. If **your** problem is not covered under this insurance, the advice line may be able to offer **you** assistance on a non-insured basis.

You should telephone **0844 770 1085** and quote "**Saga**" for assistance.

Marine Assistance

You can use this 24-hour service to source the details of up to three local contractors to assist **you** with repairs to the **vessel** in the event of a breakdown.

The service will provide **you** with contact details of up to three local contractors in **your** area for **you** to contact **yourself**.

We will also pass on a message to friends, family or work colleagues if required following a breakdown.

You should telephone **0844 770 1091** and quote "**Saga**" for assistance.

Please bear in mind when using this service that marine contractors are generally not available 24 hours a day and **we** cannot guarantee that the contractors **we** pass **you** details of will be available.

If life is in danger **you** should call the emergency services directly.

Travel Concierge and Personal Risk Advice Line

You can access this 24-hour advice line for help with booking travel arrangements, local hotels, restaurants and theatre tickets etc. Translation services can also be provided as well as medical information on planned destinations.

The service also has up-to-date access to destination risk profiles and can provide practical advice on personal safety tips.

To access this service telephone **0844 770 1082** and quote “**Saga**” for assistance.

General Exclusions

1. There is no cover where:-
 - a) The **insured incident** began to start or had started before the **insured period**.
 - b) **You** should reasonably have realised when buying this insurance that a claim under this insurance might be made.
 - c) A reasonable estimate of the **advisers’ costs** is more than the amount in dispute.
 - d) **You** fail to give full information to **us** or to the **adviser**.
 - e) Something **you** do or fail to do prejudices **your** position or the position of the **underwriters** in connection with the **proceedings**.
 - f) **Advisers’ costs** or any other costs and expenses incurred have not been agreed in advance or are above those for which **we** have given **our** prior written approval.
2. There is no cover for any claim directly or indirectly arising from: -
 - a) Libel, slander or verbal injury.
 - b) A dispute between persons insured under this insurance.
 - c) An application for a judicial review.
 - d) A novel point of law.
3. There is no cover: -
 - a) For **advisers’ costs** or any other costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party or which are not reasonable or necessary.

- b) For the amount of **advisers’ costs** in excess of **our standard advisers’ costs** where **you** have decided to use an **adviser of your** own choice.
- c) Where **you** have other legal expenses insurance cover or are entitled to public funding.
- d) For claims made by or against **your** insurance adviser, the **underwriters**, the insurers of the insurance policy to which this cover attaches, the **adviser** or **us**.
- e) For appeals without **our** prior written consent.
- f) Prior to the issue of court proceedings, for the costs of any legal representative other than those of the **adviser** unless expressly agreed by **us**. Such agreement is entirely at **our** discretion.
- g) For any costs which **you** incur and wish to recover which **you** cannot substantiate with documentary evidence.

4. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

Conditions

1. Cancellation

Cancellation rights (cooling off period)

Within 14 days of receipt of the insurance documentation **you** may cancel this policy if it does not meet **your** needs. Subject to Saga receiving **your** written advice of this, they will issue a full return of premium, the policy will be regarded as not having been taken up by **you** and will be cancelled from inception.

Right of cancellation

You may cancel this insurance at any time by writing to Saga providing fourteen days written notice.

We, or Saga may cancel the insurance by giving fourteen days notice in writing to **you** at the address shown on the Schedule of the insurance policy to which this cover attaches, or an alternative address provided by **you**. No refund of premium shall be made.

2. Claims

- a) **You** must notify claims as soon as reasonably possible and within 180 days of the **insured incident**. **We** will provide **you** with a claim form, which must be returned promptly with all relevant information.
- b) **We** may investigate the claim and take over and conduct the **proceedings** in **your** name. Subject to **your** consent, which shall not be unreasonably withheld, **we** may reach a settlement of the **proceedings**.
- c) **You** must supply at **your** own expense all the information, which **we** reasonably require to decide whether a claim may be accepted. If court **proceedings** are required or a conflict of interest arises, and **you** wish to nominate an adviser to act for **you**, **you** may do so. Where **you** have elected to use an adviser of **your** own choice **you** will be responsible for any **advisers' costs** in excess of **our standard advisers' costs**. The **adviser** must:-
 - i) confirm in writing that they will enable **you** to comply with their obligations under this insurance;
 - ii) agree with **us** the rate at which their costs will be calculated. If no agreement is reached the Law Society will be asked to nominate an alternative **adviser** and this nomination shall be binding.
- d) The **adviser** will:-
 - i) provide a detailed view of **your** prospects of success including the prospects of enforcing any judgement obtained;
 - ii) keep **us** fully advised of all developments and provide such information as **we** may require;
 - iii) keep **us** regularly advised of **advisers' costs** incurred;
 - iv) advise **us** of any offers to settle and payments into court. If against **our** advice such offers or payments are not accepted there shall be no further cover for **advisers' costs** unless **we** agree in **our** absolute discretion to allow the case to proceed;
 - v) submit bills for assessment or certification by the appropriate body if requested by **us**;
 - vi) attempt recovery of costs from third parties.

- e) In the event of a dispute arising as to **advisers' costs**, **we** may require **you** to change **adviser**.
- f) **Underwriters** shall only be liable for costs for work expressly authorised by **us** in writing and undertaken while there are reasonable prospects of success.
- g) **You** shall supply all information requested by the **adviser** and **us**.
- h) **You** are responsible for any **advisers' costs** if **you** withdraw from the **proceedings** without **our** prior consent. Any costs already paid by **us** will be reimbursed by **you**.

3. Disputes

Any dispute between **you** and **us** may, where appropriate be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

4. Reasonable prospects

At any time **we**, on behalf of the **underwriters**, may form the view that **you** do not have a reasonable chance of winning the case and/or achieving a reasonable outcome. If so, **we** may decline support or any further support. In forming this view **we** may also take into account:-

- a) The amount of money at stake.
- b) The fact that a reasonable person without legal expenses insurance would not wish to pursue or defend the matter.
- c) The prospects of being able to enforce a judgement.
- d) The fact that **your** interests could be better achieved in another way.

5. English Law

This contract is governed by English Law.

6. Language

The language for contractual terms and communication will be English.

Data Protection Act

Your details and details of **your** insurance cover and claims will be held by **us** and or the **underwriters** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

To make a claim

As soon as **you** have a legal problem that **you** may require assistance with under this insurance **you** should telephone the 24-hour legal and claims advice line on **0844 770 1085** and quote “**Saga**”.

In general terms, **you** are required to immediately notify **us** of any potential claim or circumstances, which may give rise to a claim. If **you** are in any doubt whether a matter constitutes a notifiable claim or circumstance, **you** should contact the legal and claims advice line for assistance.

Customer service

We aim to get it right, first time, every time. If **we** make a mistake, **we** will try to put it right straight away.

If **you** are unhappy with the service that has been provided, **you** should contact **us** at the address below. **We** will always confirm to **you**, within five working days, that **we** have received **your** complaint. Within four weeks **you** will receive either a final response or an explanation of why **we** have not fully responded to **your** complaint as yet plus an indication of when **you** will receive a final response. Within eight weeks **you** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **you** will receive a final response. After eight weeks, if **you** are unhappy with the delay, **you** may refer **your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **we** cannot settle **your** complaint.

Our contact details are:

Arc Legal Assistance Ltd
The Gatehouse
Lodge Park
Lodge Lane
Colchester
CO4 5NE
Tel 0844 770 9000
E-mail claims@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Tel 0300 123 9123 or 0800 023 4567
E-mail complaint.info@financial-ombudsman.org.uk

Compensation

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** or Inter Partner Assistance cannot meet **our** obligations. **Your** entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 0800 678 1100 or 0207 678 1100.

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Services Authority. Our FSA Register number is 305958. Our permitted business is arranging with a view to transactions in non-investment insurance contracts, arranging (bringing about) non-investment insurance contracts, advising on non-investment insurance contracts, dealing as an agent in non-investment insurance contracts and assisting in the administration and performance of non-investment insurance contracts. You can check this on the FSA's register by visiting the website www.fsa.gov.uk/register/home.do or by contacting the FSA on 0845 606 1234.

Inter Partner Assistance (IPA) is a branch of Inter Partner Assistance SA (IPA SA) based in Belgium. IPA SA is authorised by the Commission Bancaire, Financiere et des Assurance (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Services Authority here in the UK. Their FSA Register number is 202664. Their regulative activities are Miscellaneous Financial Loss, Legal Expenses and Assistance.

IPA is a member of the Association of British Insurers.

IPA address details are:

Inter Partner Assistance

The Quadrangle

106-118 Station Road

Redhill

Surrey

RH1 1PR

Registered No: FC008998

This Policy Booklet is also available in large print, audio and braille.
If you require any of these formats please contact us on 0845 302 0211.

If you have a hearing or speech impairment, you can also contact us by e-mailing dda@saga.co.uk

Saga Services Limited is registered in England and Wales (Company No. 732602).

Registered Office: Enbrook Park, Sandgate, Folkestone, Kent, CT20 3SE.

Authorised and regulated by the Financial Services Authority.

Saga has arranged for Saga Marine Legal Protection Insurance to be administered by Arc Legal Assistance Ltd and underwritten by Inter Partner Assistance S.A.

Authorised and regulated by the Financial Services Authority (number 305958).