

Saga Boat Insurance

Legal Cover

Your Policy Booklet



SAGA

Boat insurance done properly

Welcome to Saga Boat Legal Cover

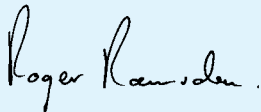
Yachting and boating should be an enjoyable experience with you, your crew and vessel returning safe and sound at the end of your cruise or race. Unfortunately, however, things can sometimes go wrong and you may find yourself involved in a legal dispute. Marine law is complex and it is important that you have access to specialist advice and representation.

Saga Boat Legal Cover is an insurance to protect you against risks not covered by most pleasure craft policies - no matter how good they are. Saga Boat Legal Cover will pay for you to have specialist representation if your vessel is involved in a collision or other marine accident and you suffer financial loss or injury. For example, you may have to pay an excess under your policy or lose the benefit of a planned holiday cruise.

If you or your crew are injured it is even more important that you receive expert help. Saga Boat Legal Cover also pays your legal costs if you are prosecuted or become involved in a contract dispute.

Saga Boat Legal Cover pays up to £100,000 for professional fees for each claim to cover your own lawyers' costs and those of your opponent, if awarded against you. It also pays repatriation costs up to £300 following an accident abroad if the vessel is rendered unseaworthy.

If anything occurs which might lead to a claim under your Saga Boat Legal Cover, please telephone us on 01206 731979, or fax 01206 366501. You will need to quote your Saga Boat Insurance policy number to validate your claim.



Roger Ramsden
Chief Executive

Summary of cover

Legal expenses are covered so that you may:

- pursue civil claims for financial compensation against those to blame for damage to your vessel following collision, impact, fire or flooding;
- pursue contract claims if you purchase defective goods or services in connection with your vessel;
- defend criminal prosecutions arising out of the navigation of the vessel.

See the policy wording for full details of the insurance cover including the conditions and exclusions.

Advice line

Our “in-house” lawyers are always available to help you with any legal problem or question concerning your vessel. You may telephone as often as you wish, and we do not make any charge for our advice and assistance.

We may be able to help you to resolve many problems before they become full blown disputes. For example, by drafting letters for you or contacting suppliers on your behalf if you have received bad service.

The administrators of this insurance cannot advise you on any matter where a conflict of interest arises between you and the insurers of the vessel, or between you and the underwriters of Saga Boat Legal Cover.

Important notes

To ensure that an accurate record is maintained, your telephone calls may be recorded. The administrator of this insurance, Amicus Legal Ltd, is not a solicitor’s practice.

Making a claim

In the event that you wish to make a claim on your insurance policy, please first check the Schedule and policy to make sure that you are covered for this type of claim. If you are still in any doubt please call us on 01206 731979.

If the event is covered please call us on 01206 731979. We will ask for your name, address and policy number. We ask that you tell us of any claim as soon as is reasonably possible and supply any supporting documentation that is requested. When you call we will take some relevant details and wherever possible try to accept the claim without the need for completion of a claim form. If we do need a claim form, we will send it to you within two working days. We will respond to you within five working days from either receiving your call or from receiving your completed claim form.

Meaning of words in this policy

1. **We, our, us**

Amicus Legal Ltd, who administer this insurance and handle claims on behalf of the **underwriters**.

2. **You, your**

The person who has taken out this policy, being the owner of the **vessel**.

3. **Insured person**

Sections 1(a) and 3

You and any authorised skipper, crew or guests.

If an **insured person** dies, the **insured person’s** personal representatives will be covered to pursue cases covered by this insurance on behalf of the **insured person**, which arose prior to the **insured person’s** death.

Section 1(b)

You.

Section 2

You and any authorised skipper at the time of the insured incident.

4. **Vessel**

The craft declared to **us** and in respect of which the premium has been paid.

5. **Representative**

The lawyer or other suitably qualified person, who has been appointed by **us** to act for the **insured person** in accordance with the terms of the policy.

6. Legal costs

All reasonable and necessary costs charged by the **representative** on a standard basis. Also, the costs incurred by opponents in civil cases if the **insured person** has to pay them, or pays them with **our** agreement.

7. Cruising range

Section 1(a) United Kingdom, Isle of Man, Channel Islands, Europe, countries bordering the Mediterranean, Caribbean, Azores, Cape Verde Islands, Canaries, Madeira, Bermuda, Australia, New Zealand and Hong Kong.

Sections 1(b) and 2 United Kingdom, Isle of Man and Channel Islands.

Section 3 European Union.

8. Period of insurance

The **period of insurance** set out in your Saga Boat Insurance Certificate of Insurance and Schedule.

9. Date of occurrence

For civil claims the **date of occurrence** is the date of the event which may lead to a claim. If there is more than one event arising at the same time, or from the same cause, the **date of occurrence** is the date of the first of the events. 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.

10. Underwriters

DAS Legal Expenses Insurance Company Ltd.

Cover

1. This policy covers the **insured person**. **We** agree to provide the insurance in this policy, as long as:
 - (a) the premium has been paid;
 - (b) the **date of occurrence** of the **insured incident** is during the **period of insurance**;
 - (c) any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **cruising range**;

- (d) for civil claims it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **we** have agreed to) or make a successful defence;

- (e) the **insured incident** occurs within the **cruising range**.

2. For all **insured incidents**, **we** will help in appealing or defending an appeal as long as the **insured person** tells **us** within the time limits allowed, that they want **us** to appeal. Before **we** pay the **legal costs** for appeals, **we** must agree that it is always more likely than not that the appeal will be successful.
3. **We** will only pay the legal costs charged by a **representative** appointed by **us**.
4. The most **we** will pay for all claims resulting from one or more events arising at the same time, or from the same cause, is £100,000 in respect of claims arising under Sections 1a, 1b and 2. In respect of Section 3 (Repatriation Costs), the most **we** will pay for all claims resulting from one or more events arising at the same time, or from the same cause, is £300 per **vessel**.

Insured incidents

Section 1(a) - Accident Loss Recovery and Bodily Injury

We will negotiate for the **insured person's** legal rights in a claim against a party who causes the death of, or bodily injury to, the **insured person** or causes the **insured person** to suffer out of pocket expenses following collision, impact, fire or flooding, causing damage to the **vessel**.

What is not covered under section 1(a)

- (i) Any claims caused by or arising from faults in the **vessel** or faulty, incomplete or incorrect service, maintenance or repair of the **vessel**.
- (ii) Any claims caused by or arising from an alleged breach of contract.
- (iii) Any claims where one **insured person** is pursuing a legal action against another **insured person**.

Section 1(b) - Contract Disputes

We will negotiate for the **insured person's** legal rights in a contractual dispute arising from an agreement, or an alleged agreement, which the **insured person** has entered into with a supplier of goods or services for the **insured person's** use in connection with the **vessel**.

Provided that:

- (i) the amount in dispute must not be less than £125 and not more than £5,000;
- (ii) the **insured person** must have entered into the agreement, or alleged agreement, after the **insured person** first purchased this insurance;
- (iii) the agreement or alleged agreement, must have been entered into within the **cruising range** and during the **period of insurance**.

Section 2 - Legal Defence

We will defend the **insured person's** legal rights if an event arising directly from the **insured person** navigating the **vessel** leads to the **insured person** being prosecuted in a court of criminal jurisdiction.

What is not covered under section 2

- (i) Any claim relating to the **insured person's** alleged dishonesty or alleged violent behaviour.
- (ii) Pleas in mitigation where there is no real prospect of a plea reducing the penalty.

Section 3 - Repatriation Costs

We will reimburse the **insured person** the cost of travel back to the United Kingdom from abroad following an accident rendering the **vessel** unseaworthy in the European Union. We will also reimburse the **insured person** the cost of travel to return to the **vessel** following repairs within four months of the date of the original accident rendering the **vessel** unseaworthy.

Provided that:

The damage to the **vessel** must be covered by the Saga Boat Insurance policy covering it.

What is not covered by this policy

1. Any claim reported to **us** more than 180 days after the date the **insured person** should have known about the **insured incident**.
2. Any **legal costs** that are incurred before **we** agree to pay them.

3. Any claim relating to the following:
 - (a) the **insured person's** dishonesty or violent behaviour;
 - (b) the settlement payable under an insurance policy.
4. Any claim arising from any venture for gain or business project of the **insured person**, other than yachting and angling charters.
5. Fines, damages, or other penalties which the **insured person** is ordered to pay by a court or other authority.
6. Defending the **insured person's** legal rights after an event which causes the death of, or bodily injury to, the **insured person**.
7. Any claim caused by, contributed to, or arising from:
 - (a) ionizing 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 the nuclear part of it;
 - (c) war, invasion, foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, military force, coup; or
 - (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
8. Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret, or process any date as its true calendar date.
9. Any disagreement with **us** or the **underwriters**, not otherwise dealt with under condition 7.
10. Any legal action the **insured person** takes which **we** or the **representative** have not agreed to, or where the **insured person** does anything that hinders **us** or the **representative**.
11. An application for Judicial Review.
12. Apart from **us** or the **underwriters**, the **insured person** is the only person who may enforce all or any part of this policy in the rights and interests arising from, or connected with it. This means that The Contract (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third party rights or interest.
13. Any claim where the boat insurers of the **vessel** have refused to accept **your** boat insurance claim.

Conditions which apply to the whole policy

1. The **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 **we** have to pay as low as possible;
 - (d) send everything **we** ask for, in writing;
 - (e) give **us** full details 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 the **insured person**, any claim or legal proceedings at any time. **We** can negotiate any claim on behalf of the **insured person**.
- (b) 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 court proceedings and it becomes necessary for a lawyer to represent the interests of the **insured person** in those proceedings; or
 - (ii) there is a conflict of interest.

We may choose not to accept the **insured person's** choice, but only in exceptional circumstances. If there is a disagreement over the choice of **representative** in these circumstances, the **insured person** may choose another suitably qualified person.

- (c) In all circumstances, except those in 2(b) above, **we** are free to choose a **representative**.
- (d) Any **representative** will be appointed by **us** to represent the **insured person**, according to **our** standard terms of appointment. The **representative** must co-operate fully with **us** at all times.
- (e) **We** will have direct contact with the **representative**.
- (f) The **insured person** must co-operate fully with **us** and the **representative**, and must keep **us** up to date with the progress of the claim.

- (g) The **insured person** must give the **representative** any instructions **we** require.
3. (a) The **insured person** must tell **us** if anyone offers to settle the claim.
 - (b) If the **insured person** does not accept a reasonable offer to settle the claim, **we** may refuse to pay any further **legal costs**.
 - (c) **We** may decide to pay the **insured person** the amount of damages the **insured person** is claiming, or what is being claimed against them, instead of starting or continuing legal proceedings.
 4. (a) The **insured person** must tell the **representative** to have **legal costs** taxed, assessed or audited if **we** ask for this.
 - (b) The **insured person** must take every step to recover **legal costs** that **we** have to pay, and must pay **us** any **legal costs** that are recovered.
 5. If the **representative** refuses to continue acting for the **insured person** with good reason, or if the **insured person** dismisses the **representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **representative**.
 6. If the **insured person** settles a claim or withdraws it without **our** agreement, or does not give suitable instructions to a **representative**, the cover **we** provide will end at once and **we** will be entitled to reclaim any **legal costs we** have paid.
 7. If **we** and the **insured person** disagree about the choice of **representative**, or about the handling of a claim, **we** and the **insured person** can choose another suitably qualified person to decide the matter. **We** and the **insured person** must both agree to the choice of this person in writing. Failing this, **we** will ask the president of the relevant national law society to choose a suitably qualified person. All costs of resolving this must be paid by the party whose argument is rejected.
 8. **We** may, at **our** discretion, require the **insured person** to obtain, at **your** expense, an opinion from a lawyer or other suitably qualified person chosen by the **insured person** and **us**, as to the merits of the claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that the **insured person** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence, **we** will pay the costs of obtaining the opinion.

9. If this policy does not meet **your** needs **you** have the right to cancel it at any point during its duration. **You** can telephone **us** on 0845 302 0210 to cancel **your** policy. **You** can also write to **us** at Saga Services Limited, Middelburg Square, Folkestone, Kent CT20 1AZ to cancel **your** policy. Cancellation is effective from the date **your** letter is dispatched.

We will refund any premium owing to **you** on a pro-rata basis, if **you** have not made a claim.

Saga Services Limited may cancel this policy by giving **you** 15 days' notice by recorded delivery letter. **We** will send this notice to **your** last known address.

Cancellation within the first 14 days:

If **you** cancel **your** policy within 14 days of receiving it **we** will refund **your** full premium within 30 days, unless **you** have made a claim. If **you** have made a claim in the first 14 days, **we** will give **you** a pro-rata refund on **your** premium based on the cover **you** have had.

If **you** do wish to cancel **your** policy and the insurance cover has not yet commenced **you** will be entitled to a full refund of the premium.

If after 14 days **you** have not cancelled **your** policy, **we** will assume that **you** have accepted the terms and wish **your** policy to continue for the agreed period of cover.

10. **We** 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. The policy will be governed by English Law.
12. **We** will provide Saga Boat Legal Cover to **you**, provided **you** pay the agreed premium to **us**. If **you** pay by Direct Debit and do not keep up to date on **your** payments, **you** will not be covered by this policy from the date the last premium was due.
13. The **underwriters** are covered by the Financial Services Compensation Scheme ("FSCS"). **You** may be entitled to compensation from the scheme if the **underwriters** cannot meet their obligations. This depends on the type of business and the circumstances of the claim.

You can get more information about the compensation scheme arrangements from the FSCS website www.fscs.org.uk

If **you** use this service it does not affect **your** right to take legal action.

The Role of Amicus Legal Ltd

In arranging this insurance Amicus acts for only one insurer, DAS Legal Expenses Insurance Company Ltd of DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

In administering claims under the insurance policy, Amicus acts on behalf of the insurer. If a claim is accepted, a solicitor or other adviser will be appointed to act for the insured.

In some circumstances Amicus may provide legal advice to the insured, but only if there is no conflict of interest between the insured and insurer or Amicus. These circumstances are:

1. Amicus provides a legal advisory service to insureds.
2. Amicus may engage in correspondence on behalf of insureds to pursue civil claims against other parties, provided legal proceedings have not been issued.

In the event that a conflict of interest arises between two people both insured through Amicus, or between an insured and Amicus, or an insured and the insurer, then arrangements will be made for separate representation.

Amicus Legal Limited and DAS Legal Expenses Insurance Company Limited are authorised and regulated by the Financial Services Authority.

Complaints

If you have a complaint about a claim on Saga Boat Legal Cover, please contact:

The Claims Department
Amicus Legal Ltd
The Old Exchange
64 West Stockwell Street
Colchester
Essex
CO1 1HE
Telephone **01206 366500**

If you are still dissatisfied with this response we would invite you to write to:

The Claims Director
Amicus Legal Ltd
The Old Exchange
64 West Stockwell Street
Colchester
Essex
CO1 1HE
Telephone **01206 366500**

If your complaint remains unresolved, you may refer the matter to:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Telephone **0845 080 1800**

Important Note:

The Financial Ombudsman Service will only consider your complaint if you have already given us the opportunity to resolve the problem. If you follow this complaint procedure, it does not affect your legal rights.

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 Boat Legal Cover to be underwritten by DAS Legal Expenses Insurance Company Limited.

Registered in England, number 00103274. Registered Office: DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

DAS Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Services Authority.