



Your Policy Book
Boat Insurance
Marine Legal Protection

SAGA
keep doing

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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 Book carefully, together with your policy Schedule, to make sure the cover meets your needs. Please note that the cover detailed in this book 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 4.

Introduction

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by Inter Partner Assistance SA on whose behalf **we** act.

The insurance covers **advisers' costs** as detailed under the separate Sections of cover up to the **maximum amount payable** where:

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

If **your** legal claim has **prospects of success**, **we** will choose an **adviser** to act on **your** behalf. **You** may choose another representative if there is a conflict of interest, or there is an inquiry or court proceedings are about to be commenced. If **you** do exercise **your** right to choose a representative:

- i. The representative **you** choose will become the **adviser**.
- ii. **You** must notify **us** as soon as possible of the name, address and contact details of the **adviser**.
- iii. **You** will be required to ensure that the **adviser** complies as appropriate with the terms of this policy on **your** behalf by:
 - a) keeping **us** updated regularly with the progress of **your** legal claim;
 - b) keeping **us** informed regularly of legal costs incurred;
 - c) informing **us** of any settlement offers made to or by **you**; and
 - d) keeping **us** regularly updated and informed of other things regarding the conduct of **your** legal claim which may lead

to an outcome or a cost that is not anticipated at the commencement of **your** legal claim.

With **your** prior agreement **we** will be entitled to contact **your adviser** to discuss, and if possible agree, the rates that will be paid by **us** to the **adviser** for acting on **your** behalf.

The amount that **we** will pay in respect of legal costs (meaning those properly incurred and proportionate fees and expenses charged by the **adviser**) shall not in any circumstances exceed hourly rates in line with those published in the Senior Courts Cost Office Guide for Summary Assessments of Costs which **your adviser** will have readily available and which **you** should ask to see. The rate applicable will be the guideline rate at the time the work was conducted, for the location in which **your adviser** carries on business or on **your home** address (whichever is the lower) and for the grade of fee earner which is appropriate for the nature or complexity of the case or task being performed. If **your adviser** refuses to accept the guideline rates, **you** will be liable to pay the **adviser** any difference between what **we** pay and the amount sought by the **adviser**.

How 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 **0800 027 1346** 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.

Definitions

Adviser	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 representative nominated by you .	Insurer	Inter Partner Assistance Societe Anonyme, which is fully owned by the AXA Assistance Group.
Advisers' costs	Legal fees and disbursements incurred by the adviser with our prior authority. Third party's costs shall be covered if awarded against you in a civil court or the insurer agrees to pay them.	Legal action	The pursuit or defence of civil proceedings to obtain damages and the defence of civil or criminal proceedings.
Conditional fee arrangement	An agreement between you and the adviser or between us and the adviser , which sets out the terms under which the adviser will charge you or us for their own fees.	Legal helpline	The service provided by our panel solicitors on our behalf, which enables you to obtain advice on any matter that may give rise to a claim under this insurance.
Conflict of interest	This occurs if we also administer and/or arrange legal expenses insurance on behalf of another party in the dispute that is the subject of a claim under this insurance.	Maximum amount payable	The maximum payable in respect of an insured event . The maximum amount payable is: - Sections 1 & 2: £150,000 Sections 3 & 4: £100,000 Section 5: £1,200 Section 6: Up to a maximum of 28 days Section 7: £2,500.
Disclosure breach	Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.	Mooring fees	Normal fees you have contracted and are required to pay to a marina or mooring supplier for mooring the vessel .
Emergency expenses	Standard class travelling costs up to £300 per person.	Period of insurance	The period of insurance 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.
Insured event	The incident or the first of a series of incidents, which may lead to a claim under this insurance. Only one insured event shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.		

Prospects of success	Where we consider there is a 51% and above chance of succeeding with your claim and enforcing any award and that it would be reasonable to advise any private paying client in the same circumstances to pursue the claim.	You/Your	Sections 1, 2, 4, 5 & 8: The owner of the vessel and any authorised skipper, crew or guests. Sections 3, 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.
Temporary replacement costs	The market standard costs of bare boat chartering an equivalent boat to the vessel for the period of a trip planned prior to the insured event .		
Territorial limits	Sections 1 & 2 The cruising range area shown in the insurance policy to which this cover attaches. Sections 3, 4 & 5: The cruising range area shown in the insurance policy to which this cover attaches but within the European Union, the Azores, the Isle of Man, The Canary Islands, The Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Madeira, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey, and countries bordering the Mediterranean and including waterways connecting any of these countries. All other Sections: Member states of the European Union.		
Vessel	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.		
We/Us/Our	Arc Legal Assistance Ltd who has arranged this insurance and administers it on behalf of the insurer .		

Marine Legal Protection

What is covered

Section 1: Uninsured loss recovery

Advisers' costs to pursue damages claims arising from a collision, impact, fire or flooding against those whose negligence has caused **you** to suffer loss of **your** insurance policy excess or other out of pocket expenses.

If the **legal action** is going to be decided by a court in England or Wales and the damages **you** are claiming are above the small claims court limit, the **adviser** must enter into a **conditional fee agreement** which waives their own fees if **you** fail to recover the damages that **you** are claiming in the **legal action** in full or in part. If the damages **you** are claiming are below the small claims track limit **advisers' costs** will be covered subject to the conditions applicable to this insurance.

Section 2: Personal injury pursuit

Advisers' costs to pursue damages claims arising from a collision, impact, fire or flooding whilst **you** are in, boarding or alighting the **vessel** against those whose negligence has caused **your** injury or death.

If the **legal action** is going to be decided by a court in England or Wales and the damages **you** are claiming are above the small claims track limit, the **adviser** must enter into a **conditional fee agreement** which waives their own fees if **you** fail to recover the damages that **you** are claiming in the **legal action** in full or in part. If the damages **you** are claiming are below the small claims track limit **advisers' costs** will not be covered but **you** can access the **legal helpline** for advice on how to take **your** case further.

What is not covered

Claims for a **legal action** pursued against the owner or skipper of the **vessel**, or guests aboard the **vessel** at the time of the **insured event**.

Claims:-

- a) For a **legal action** pursued against the owner or skipper of the **vessel**, or guests aboard the **vessel** at the time of the **insured event**.
- b) For stress, psychological or emotional injury unless it arises from **you** suffering physical injury.

What is covered

Section 3: Contract disputes

You are covered for **advisers' costs** to pursue or defend a **legal action** 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 event** must have commenced after the start of the **period of insurance** or the start of the first period of continuous legal expenses insurance held by **you**.

Section 4: Prosecution defence

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 is more likely than not to reduce any penalty that may be awarded against **you**.

Section 5: Emergency expenses

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 **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.

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**.

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.

What is covered

Section 6: Mooring fees

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.

Section 7: Temporary replacement costs

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 event**.

What is not covered

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

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.

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 event**.

Assistance services (Section 8)

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 **0800 027 1346** 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**.

A message forwarding service is also included, enabling a message to be passed on to friends, family or work colleagues, if required, following a breakdown.

You should telephone **0800 027 1347** 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 it cannot be guaranteed that the contractors for whom details have been provided will be available.

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

Health and Medical Information Service

You can access the 24-hour health and medical line to obtain information on general health issues, and non-diagnostic information on medical matters. Information can be given on a wide variety of topics and on resources that provide further support.

To access this service telephone **0344 770 1036** and quote 'Saga' for assistance.

General Exclusions

1. There is no cover where:
 - a) The **insured event** began to start or had started before the **period of insurance**.
 - b) **You** should reasonably have realised when buying this insurance that a claim under this insurance might be made.
 - c) The 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 **insurer** in connection with the **legal action**.
 - 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 proportionate or necessary.
 - b) Where **you** have other legal expenses insurance cover or are entitled to public funding.
 - c) For claims made by or against **your** insurance adviser, the **insurer**, the insurers of the insurance policy to which this cover attaches, the **adviser** or **us**.
 - d) For appeals without **our** prior written consent.
 - e) 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.
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.
 - f) For any costs which **you** incur and wish to recover which **you** cannot substantiate with documentary evidence.

Conditions

1. Cancellation

Cancellation rights (cooling off period)

You have the right to cancel **your** policy during a period of 14 days from either the date of purchase or the date on which **you** receive **your** policy documentation, whichever is the later. If the policy is cancelled during the 14-day cooling-off period and cover has commenced **we** will give **you** a pro-rata refund of premium based on the cover **you** have had.

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

If after the 14-day cooling-off period **you** have not cancelled **your** policy, **we** will assume that **you** have accepted the terms and want **your** policy to continue for the agreed period of cover.

Right of cancellation

You may cancel this insurance at any time by contacting Saga.

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 event**. **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 **legal action** in **your** name. Subject to **your** consent, which shall not be unreasonably withheld, **we** may reach a settlement of the **legal action**.

c) **You** must supply at **your** own expense all the information,

which **we** reasonably require to decide whether a claim may be accepted. **You** have the freedom to appoint a representative of **your** choice in the following circumstances:

- i) **You** may appoint a representative to act on **your** behalf in any inquiry or court proceedings; or
 - ii) **You** may appoint a representative to act on **your** behalf whenever a conflict of interest arises with a representative appointed by **us**.
- 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) The **insurer** shall only be liable for costs for work expressly authorised by **us** in writing and undertaken while there are **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 **legal action** without **our** prior consent. Any costs already paid by **us** will be reimbursed by **you**.

3. Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **you** and **us** may, where we both agree, 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. Prospects of success

At any time **we** may, but only when supported by independent legal advice, form the view that **you** do not have a 51% and above chance of succeeding with **your** claim and achieving a positive outcome. If so, **we** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves your interest.

5. English Law

This contract is governed by English Law.

6. Language

The language for contractual terms and communication will be English.

7. Other insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

8. Disclosure

If **you** fail to disclose relevant information or **you** disclose false information in relation to this policy, **we**, or the broker may:

- a) Cancel the contract and keep the premiums if the disclosure breach is deliberate or reckless.
- b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **disclosure breach** been known.
- c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **disclosure breach** been known.
- d) Proportionately reduce the amount **you** are entitled to in the event of a successful claim if a higher premium would have been charged had the **disclosure breach** been known.

9. Fraud

In the event of fraud, **we**:

- a) Will not be liable to pay the fraudulent claim.
- b) May recover any sums paid to **you** in respect of the fraudulent claim.
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **us**.
- d) Will no longer be liable to **you** in any regard after the fraudulent act.

10. Change in law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **we** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **we** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

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 or before **we** have investigated **your** complaint if both parties agree.

Our contact details are:

Arc Legal Assistance Ltd
The Gatehouse
Lodge Park
Lodge Lane
Colchester
CO4 5NE
Tel 01206 616003
E-mail claims@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
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 (FSCS). If **we** fail to carry out **our** responsibilities under this policy, **you** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.org.uk or by phone on 0800 678 1100 or 020 7741 4100.

Further information

Data Protection Legislation

Your details and details of **your** insurance cover and claims will be held by **us** and or the **insurer** for underwriting, processing, claims handling and fraud prevention subject to data protection legislation.

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ('IPA'). IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services Register under number 202664. Details of both firms' UK authorisation and regulated status can be checked at register.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

IPA address details are:

Inter Partner Assistance

The Quadrangle

106-118 Station Road

Redhill

Surrey

RH1 1PR

Registered No: FC008998

Helplines Please have your policy number to hand when calling

This Policy Book is also available in large print, audio and Braille. If you require any of these formats please contact us on **0800 092 9884**.

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

Marine Legal Protection claims

For a new claim, quote 'Saga'

from the UK **0800 027 1346**

from abroad **+44 1732 223 702**

24 hours a day, seven days a week

Customer service

For questions about your policy

from the UK **0800 092 7223**

from abroad **+44 1843 343 023**

Monday to Friday 8.30am–5.30pm,
Saturday 9am–1pm



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