MARINE LEGAL PROTECTION

Marine Legal Protection provides:

- Assistance Helplines including 24/7 Legal Advice
- Insurance for legal costs for certain types of disputes

This policy is managed and provided by Arc Legal Assistance Limited The insurance parts of this section are underwritten by the **Insurer**, on whose behalf **We** act.

HOW TO MAKE A CLAIM

As soon as **You** have a legal problem that **You** might need assistance with under this insurance **You** should telephone the **Legal Helpline**.

Specialist lawyers are at hand to help **You**. If **You** need a lawyer or accountant to act for **You** and **Your** problem is covered under this insurance, the **Legal Helpline** will ask **You** to complete and send in a claim form online by visiting https://claims.arclegal.co.uk. Alternatively, they will send a claim form to **You**. If **Your** problem is not covered under this insurance, the **Legal Helpline** might be able to offer **You** assistance, but **You** will have to pay for this **Yourself.**

In general terms, **You** must tell **Us** straight away of any potential claim or circumstances which might lead to **You** making a claim. If **You** are not sure whether to tell us or not, it's best to call the **Legal Helpline**. Please note that any avoidable delay in notifying any claim might result in a claim being declined.

ASSISTANCE HELPLINE SERVICES

Legal Helpline

You can use the **Legal Helpline** service 24 hours a day, seven days a week to discuss any legal problem which happens in the United Kingdom, the Channel Islands and the Isle of Man and during the **Period of Insurance**.

Simply telephone **0344 770 1085** and quote "**Arc Legal Marine**".

Telephone calls may be recorded and/or monitored for both **Your** and **Our** protection.

Health and Medical Information Service

You can access the 24/7 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 "**Arc Legal Marine**" for assistance.

POLICY WORDING

TERMS OF COVER

If **Your** claim is accepted under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **Conflict of Interest** happens. Where it is necessary to start court proceedings or a **Conflict of Interest** happens and **You** want to use a legal representative that **You** choose **Yourself, We** will not pay **Advisers' Costs** that are more than (a) **Our Standard Advisers' Costs**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs regime, whichever is the lower amount.

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** takes place within the **Territorial Limits**.

This insurance does not provide cover if something **You** do or fail to do negatively impacts **Your** position or the position of the **Insurer** in connection with the **Legal Action**.

To benefit from any section of this policy, **You** must reside within the United Kingdom, Channel Islands and Isle of Man

IMPORTANT CONDITIONS

If **Your** claim is covered under this insurance, and no exclusions apply then it is vital that **You** comply with the conditions of this insurance in order for **Your** claim to proceed. The conditions that apply to this insurance are given in the 'Conditions' section below and should be read carefully. Some of the main conditions that apply to this insurance are:

Prospects of Success

There must be a 51% or higher chance of winning the **Legal Action** and achieving a positive outcome. A positive outcome includes, for example, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which is in **Your** best interests. **Our** claim assessors will examine the facts of your case to assess your chances of winning. If they conclude **Your** chances of winning are less than 51%, **We** won't be able to support your claim.

Proportional Costs

An estimate of the **Advisers' Costs** will be provided with the assessment of **Your** claim and must be carried out by the **Adviser.** If the estimate is more than the amount in dispute, then **We** might decline or stop giving support for **Your** claim.

Giving the Insurer all the important information

If **You** are a private individual the following applies to **You**:

When the **Insurer** accepts **Your** application for this insurance, it will rely on the information **You** give. **You** must take reasonable care to provide complete and accurate answers to the questions asked when **You** take out, or make changes to, **Your** policy. If the information provided by **You** is not complete and accurate the extent of cover may be affected and:

- the **Insurer** may cancel **Your** policy and refuse to pay any claim or
- the **Insurer** may not pay any claim in full.

We will write to **You** if the **Insurer**:

- intends to cancel **Your** policy; or
- needs to amend the terms of **Your** policy; or requires **You** to pay more for **Your** insurance.

If **You** become aware that information **You** have given is incomplete or inaccurate, **You** must inform **Us**.

If **You** are part of a partnership, a sole trader. a limited company or other legal entity the following applies to **You**:

Your Duty of Disclosure

Under the Insurance Act 2015 **You** have a duty to make fair presentation of the risk to the **Insurer** before this policy starts, at each renewal and when **You** make any amendment(s) to cover.

This means **You** must:

(a) disclose all material facts of which **You** know or ought to know.
(b) make the disclosure in a reasonably clear and accessible way.
(c) make sure that every material representation of fact is substantially correct and made in good faith.

What is a Material Fact?

A material fact is Information that would influence the **Insurer's** decision as to whether to insure **You** and, if so, on what terms.

For the purposes of the duty of fair presentation, **You** are expected to know the following;

(a) If **You** are an individual (such as a sole trader or individual partner):
- what is known to **You** and anybody who is responsible for arranging this insurance, or

if **You** are not an individual (such as a limited company or partnership):
- what is known to anybody who is part of **Your** organisation's senior management (this means those people who play significant roles in the making of decisions about how **Your** activities are to be managed or organised or anybody who is responsible for arranging this insurance.

(b) what should reasonably be revealed by a reasonable search of the information available to **You**. The information may be held within **Your** organisation (including, but not limited to, subsidiaries, affiliates, the broker or any other person who will be covered under this insurance.
If the insurance is intended to insure subsidiaries, affiliates, or other parties, **You** are expected to have included them in **Your** enquiries and inform **Us** if **You** have not done so. The reasonable search may be conducted by making enquiries or by any other means.

Breach of duty

If **You** breach **Your** duty to make fair presentation of the risk to the **Insurer**, then:

- where the breach was deliberate or reckless, the **Insurer** may avoid this policy, refuse all claims and keep all premiums paid.
- where the breach was neither deliberate nor reckless and, but for the breach, the **Insurer** would not have agreed to provide cover under the

policy on any terms, they may avoid this policy and refuse all claims, but **they** will return any premiums paid.

- where the breach was neither deliberate nor reckless and, but for the breach, they would have agreed to provide cover under this policy but on different terms (other than premium terms), they may require that this policy includes such different terms with effect from its commencement, and/or
- where the breach was neither deliberate nor reckless and, but for the breach, the **Insurer** would have agreed to provide cover under this policy but would have charged higher premiums, the **Insurer's** liability for any loss amount payable shall be limited to the proportion that the premium charged bears to the higher premium that would have been charged.

For example: if, due to a breach of fair presentation, **You** were charged a premium of £x but should have been charged £y, then for any claim submitted and agreed at a settlement value of £z, **You** will only be paid £a.

DEFINITIONS

Where the following words appear in bold they have these special meanings.

Adviser — A suitably qualified person **We** appoint to act for **You**. This could be a lawyer or law firm, an accountant or other professional adviser. **We** may agree to an **Adviser** that **You** choose if:

- court proceedings need to start, or
- there is a **Conflict of Interest** with the **Adviser We** chose.

Advisers' Costs — **Advisers'** fees and expenses which **We** have agreed to pay.

Conditional Fee Agreement — 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.

Conflict of Interest — A **Conflict of Interest** arises when **We** pay for or arrange insurance to cover legal costs for anyone else involved in a dispute when claiming under this insurance.

Data Protection Legislation — The relevant **Data Protection Legislation** in force within the **Territorial Limits** where this cover applies at the time of the **Insured Event**.

Identity Fraud — 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.

Insured Event — The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.

Insurer — AmTrust Specialty Limited.

Maximum Amount Payable — The maximum payable in respect of an **Insured Event**. As stated below:

Cover 1, 2, 4 & 5	£100,000
Cover 3	£25,000
Cover 6	£500 up to a maximum of £2,500 per annum
Cover 7	Fees for up to 28 days, not exceeding a maximum for the whole period of £2,500.
Cover 8	£2,500

For the purposes of the **Maximum Amount Payable**, only one **Insured Event** will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.

Legal Action — The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance or the defence of criminal prosecutions arising from **Your** ownership or use of the **Vessel**

Legal Helpline — **Our** service to give **You** advice on any matter which might lead to a claim.

Period of Insurance

This insurance provides cover for the same period covered by the insurance product or benefit to which it sits alongside. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn

Standard Advisers' Costs

The level of **Advisers' Costs** that would normally be incurred in using a nominated **Adviser** of **Our** choice.

Territorial Limits

Cover 1 & 2	The cruising range area shown in the policy to which this cover attaches
Cover 3, 4 & 6	The cruising range area shown in the insurance policy to which this cover attaches but within The United Kingdom, the European Union, the Azores, the Isle of Man, the Canary Islands, the Channel Islands, Andorra, Gibraltar, Iceland, Liechtenstein, Macedonia, Madeira, Norway, San Marino, Serbia, Switzerland, and countries bordering the Mediterranean and including waterways connecting any of these countries.
All other Cover	The United Kingdom, Channel Islands and Isle of Man.

Vessel

The **Vessel** insured under the 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 Limited.

You/Your/ Yourself

Cover 1, 2, 4 & 6	The owner of the **Vessel** and any authorised skipper, crew or guests.
All other cover	The owner of the **Vessel**.

If **You** die **Your** personal representatives will be covered to pursue cases covered by this insurance on behalf of **You**, which arose prior to **Your** death.

COVER

1 Uninsured Loss Recovery

We will cover:
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.

We will not cover:
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) if either **Your** hull insurer or third party insurer refuses to accept liability for damage caused to **Your Vessel** or any injury or death in connection with the use of the **Vessel.**

2 Personal Injury Pursuit

We will cover:
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.

We will not cover:
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
c) if either **Your** hull insurer or third party insurer refuses to accept liability for damage caused to **Your Vessel** or any injury or death in connection with the use of the **Vessel.**

3 Contract Disputes

We will cover:
Advisers' Costs to pursue or defend a **Legal Action** following a breach of a contract **You** have for buying goods or services in connection with the **Vessel** including the purchase or sale of the **Vessel**.

We will not cover:
Claims

a) for **Advisers' Costs** where the legal jurisdiction of the contract is outside the **Territorial Limits**
b) for disputes or knowledge of disputes that arise during the manufacture/fitting out of a **Vessel**
c) for disputes arising from any commercial activity or venture for gain in connection with the **Vessel** including chartering

4 Prosecution Defence

We will cover:
Advisers' Costs to defend a **Legal Action** in respect of a criminal offence arising from **Your** ownership or use of the **Vessel**. Pleas in mitigation are covered where there is a more than 51% prospect of such a plea materially affecting the likely outcome.

We will not cover:
Claims

a) for **Advisers' Costs** to defend a **Legal Action** arising from allegations of dishonesty or committing deliberate, or reckless acts, or whilst being in control of the **Vessel** whilst under the influence of alcohol or drugs (whether prescribed or otherwise).
b) if **You** are entitled to public funding

5 Identity Fraud

We will cover:
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.**

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.**

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 from which **You** are alleged to have purchased, hired or leased goods or services if **You** deny having entered in to the contract and allege that **You** have been the victim of **Identity Fraud.**

Advisers' Costs to defend a **Legal Action** arising from use of the **Vessel's** identity by another person or organisation without **Your** permission.

We will not cover:
Claims

a) for any financial losses incurred by **You** as a result of **Identity Fraud** other than **Advisers' Costs**
b) if **You** are not the victim of **Identity Fraud**
c) if the **Identity Fraud** has been committed by somebody **You** live with
d) if **You** did not take action to prevent **Yourself** from further instances of **Identity Fraud** following an **Insured Event**

6 Emergency Expenses

We will cover:
standard class travel costs for **You** to return to:

i) the United Kingdom (UK), Channel Islands (CI) or the Isle of Man (IoM)
ii) the repaired **Vessel** to bring it back to the UK, CI, IoM or continue with **Your** original journey

if the **Vessel** is not seaworthy because it was accidentally damaged by a collision, impact, fire or flooding while outside UK waters. If **You** return to the **Vessel**, **You** must do so within four months of the original incident.

We will not cover:

Claims for **Emergency Expenses** and 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.

7 Mooring Fees

For this benefit, mooring fees are:
The fees **You** have to pay for mooring the **Vessel**. **You** must have a contract for these fees with a marina or mooring supplier.

For this benefit, **Your** home berth is:
The mooring location shown in **Your** insurance certificate. If the certificate does not show this, it is the permanent mooring that **You** have a contract to pay for

We will cover:
Mooring fees for **Your** home berth if **You** cannot use the **Vessel** for any purpose as a result of **Your** accidental injury or illness, or accidental loss or damage to the **Vessel**

We will not cover:
Claims

a) for the first seven days of mooring fees in relation to each and every **Insured Event**
b) for mooring fees if any loss or damage to the **Vessel** arises from wear and tear or mechanical or electrical failure or breakdown.

8 Temporary Replacement Costs

We will cover:
the reasonable market standard costs to bare boat charter a boat equivalent to the **Vessel.**
The charter will be for the period of a trip planned before the **Insured Event** if the **Vessel** is involved in a collision or impact:

- which is not **Your** fault, and
- which results in accidental loss of, or damage to, the **Vessel.**

The damage must be so severe that **You** cannot use the **Vessel** for a trip that was planned before the **Insured Event**.

We will not cover:
Claims

a) if there is no identifiable and pursuable negligent third party
b) if **You** are unable to prove that **You** had planned the trip before the **Insured Event**

GENERAL EXCLUSIONS RELATING TO LEGAL PROTECTION INSURANCE

1. There is no cover where:
a) **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
b) an estimate of the **Advisers' Costs** of acting for **You** is more than the amount in dispute
c) **Advisers' Costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **We** have given **Our** prior written approval
d) **You** do not have the relevant section of cover in place
e) **Your** insurers refuse to accept this insurance as valid or refuse indemnity.

2. There is no cover for any claim directly or indirectly arising from:
a) a dispute about either the amount **Your** insurance company should pay to settle an insurance claim or the way a claim should be settled.
b) a dispute between persons insured under this policy.
c) an application for a judicial review.
d) defending or pursuing new areas of law or test cases

3. There is no cover for claims:
a) over loss or damage where that loss or damage is insured under any other insurance
b) made by or against **Your** insurance adviser, the **Insurer**, the insurers of the policy to which this cover attaches, the **Adviser** or **Us**
c) **You** make which are false or fraudulent or exaggerated
d) **Costs** if **Your** claim is part of group claim or will be affected by or will affect the outcome of other claims.

4. Sanction Limitation and Exclusion Clause
The **Insurer** will not cover or be liable to pay any claim or provide any benefit under this section of **Your** insurance if doing so would expose it to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

5. Cyber Attack Exclusion
The **Insurer** will not pay for any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software

programme malicious code, computer virus or process or any other electronic system. This exclusion applies unless cover for Costs is specifically allowed for in the Sections of Cover above.

6. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contact 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. Claims

a) **You** must notify claims as soon as possible once **You** become aware of the incident, and in any event, within 180 days of **You** becoming aware of the **Insured Event**. **We** will provide **You** with a claim form which must be returned promptly with all relevant information.

b) **We** can investigate the claim and take over and conduct the legal proceedings in **Your** name. Subject to **Your** consent (which **You** will not unreasonably withhold), **We** might reach a settlement of the legal proceedings.

c) please note that **You** must supply, at **Your** own expense, all of the information which **We** need to decide whether a claim might be accepted.

d) where it is necessary to start court proceedings or a **Conflict of Interest** arises, you can ask **Us** to appoint an **Adviser** that **You** have chosen. **We** will only appoint an **Adviser** who agrees to **Our Advisers' Costs**.

e) if an **Adviser** that you have chosen charges more than our agreed **Advisers' Costs**, **You** will have to pay the difference.

f) the **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment which are available on request.

g) 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** advised of **Advisers' Costs** incurred.
- iv) advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted cover under this insurance will be withdrawn 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

h) in the event of a dispute arising as to **Advisers' Costs We** may require **You** to change **Adviser.**

i) the **Insurer** will only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.

j) **You** will supply all information asked for by the **Adviser** and **Us**

k) **You** are responsible for any **Advisers' Costs** if **You** withdraw from the **Legal Action** without **Our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **You.**

l) **You** must instruct the **Adviser** to give **Us** all information that **We** ask for and report to **Us** as **We** direct at their own cost.

2. Prospects of Success

At any time **We** might, but only when supported by independent legal advice, form the view that **You** do not have a 51% or greater chance of winning the case 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** interests

3. Proportionality

We will only pay **Advisers' Costs** that are proportionate to the amount of damages that **You** are claiming in the **Legal Action. Advisers' Costs** in excess of the amount of damages that **You** are able to claim from **Your** opponent will not be covered.

4. 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** might, 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.

5. Fraud

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

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

6. Other Insurances

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

7. Cancellation

You can cancel this insurance at any time by contacting **Your** insurance adviser providing 14 days written notice. If **You** exercise this right within 14 days of taking out this insurance, **You** will receive a refund of premium provided **You** have not already made a claim against the insurance.

The **Insurer** can cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. No refund of premium shall be made.

The **Insurer** will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

a) where **We** have a reasonable suspicion of fraud
b) **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
c) where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information

8. English Law and Language

This contract is governed by English Law and the language for contractual terms and communication will be English.

9. 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 SERVICES INFORMATION
HOW TO MAKE A CLAIM

As soon as **You** have a problem that **You** may require assistance with under this insurance **You** should telephone the **Legal Helpline**.

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 Helpline** for assistance. The helpline will ask **You** to complete and submit a claim form online by visiting https://claims.arclegal.co.uk. Alternatively they will send a claim form to **You**. If **Your** problem is not covered under this insurance, the **Legal Helpline** may be able to offer **You** assistance under a private funding arrangement.

Privacy and Data Protection Notice

(For the purpose of this Privacy and Data Protection Notice only, '**We**' means Arc Legal Assistance and the **Insurer**)

Data Protection

We will keep **Your** personal information safe and private. There are laws that protect **Your** privacy and **We** follow them carefully. Under the laws, **We** are the company responsible for handling **Your** information (Data Controller). Here is a simple explanation of how **We** use **Your** personal information. For more information visit AmTrust's website at https://amtrustinternational.com/dpn or Arc's website at www.arclegal.co.uk

What we do with your personal information

We might need to use the information **We** have about **You** for different reasons. For example, **We** might need it:

- to run through **Our** computerised system to decide if **We** can offer **You** this insurance.
- to help **You** if **You** have any queries or want to make a claim.
- to provide **You** with information, products or services if **You** ask **Us** to.
- for research or statistics.

We will need it:

- to provide this insurance.
- to contact **You** to ask if **You** want to renew it.
- to protect both **You** and **Us** against fraud and money laundering.
- to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/ sensitive and important such as information about **Your** health or any criminal convictions **You** might have. **We** might need this kind of information to decide if **We** can offer **You** this insurance or to help **You** with a claim. **We** will only use this information for these specific reasons and in line with regulatory conditions.

We might need to share **Your** information with other companies or people who provide a service to **Us**, or to **You** on **Our** behalf. They include companies that are part of **Our** group, people **We** work with, insurance brokers, **Our** agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else **We** might need to share it with by law. **We** will only share **Your** information with them if **We** need to and if it is allowed by law.

Sometimes **We** might need to send **your** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). We currently send it to the USA and Israel. **We** make sure that **Your** information is always kept safely and treated in line with the law and this notice.

You can tell **Us** if **You** do not want **Us** to use **Your** information for marketing. **You** can also ask **us** to provide **You** with the information **We** have about **You** and, if there are any mistakes or updates, **You** can ask **Us** to correct them. **You** can also ask **Us** to delete **Your** information (although there are somethings **We** cannot delete). **You** can also ask **Us** to give **Your** information to someone else involved in **Your** insurance. If **You** think **We** did something wrong with **Your** information, **You** can complain to the local data protection authority.

We will not keep **Your** information longer than **We** need to. **We** will usually keep it for 10 years after **Your** insurance ends unless **We** have to keep it longer for other business or regulatory reasons

If **You** have any questions about how **We** use **Your** information, **You** can contact **Our** Data Protection Officer.

Customer Service
We aim to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right straightaway.

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 the complaint has not been resolved 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 **You** cannot settle **Your** complaint with **Us** or before **We** have investigated the complaint if both parties agree. For details and eligibility on the Financial Ombudsman Service, see http://www.financial-ombudsman.org.uk/

Our contact details are:
Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD
Tel 01206 615000
Email: customerservice@arclegal.co.uk

The Financial Ombudsman Service contact details are:
Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel 0800 023 4567 (calls to this number are free on mobile phones and landline) or 0300 123 9123 (Calls to this number cost no more than calls to 01 and 02 numbers.)
Email complaint.info@financial-ombudsman.org.uk

Compensation
The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). If **it** fails to carry out its 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

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. **Our** Firm Reference Number is 305958. **You** can check this on the FCA's register by visiting the website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

This policy is underwritten by AmTrust Specialty Limited, Registered Office: Exchequer Court, 33 St Mary Axe, London EC3A 8AA, Registered Number: 1229676.

AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.