



MARINE LEGAL PROTECTION

KEY FACTS BROCHURE



FIRST FOR JUSTICE



WHY YOU NEED MARINE LEGAL PROTECTION

COVER

- ACCIDENT LOSS RECOVERY
- PERSONAL INJURY COVER
- CONTRACT DISPUTES COVER
- LEGAL DEFENCE

HELPLINE SERVICES

- EUROLAW LEGAL ADVICE SERVICE
- TAX ADVICE SERVICE
- MARINE ASSISTANCE
- MESSAGE RELAY



WELCOME TO MARINE LEGAL PROTECTION

Yachting and boating should be an enjoyable experience where you, your crew and vessel return safe and sound after each voyage. Sadly, however, this is not always the case as things can go wrong and accidents do happen during the use and ownership of a boat.

If you suffer losses following an accident that is not your fault on the waterway or at sea; face prosecution as the owner of a boat; or have a contractual dispute over buying, selling or repairing a vessel, Marine Legal Protection will be there to look after your interests.





HOW WE WILL HELP

Marine Legal Protection is designed to provide access to legal experts who fully understand the complexities of marine law. With our knowledge and understanding of the legal and claims processes, we will often be able to negotiate full settlement of your claim. However, if the situation demands it, our teams will refer your case to a lawyer for further action.

There's no need to worry about the cost. The policy will pay up to £100,000 (£50,000 for cases of Contract Disputes) to cover the legal costs incurred during your claim. These costs can include lawyers' and barristers' fees, court fees, court costs, expenses for expert witnesses, and the other side's costs if the court finds in their favour.

With Marine Legal Protection, you can enjoy peace of mind knowing that if a problem turns into a legal dispute, you will have the practical and financial support to help protect your legal rights.



MARINE LEGAL PROTECTION

You are protected for legal costs arising from the following incidents:

ACCIDENT LOSS RECOVERY AND PERSONAL INJURY

If you are involved in a boating or jet-skiing accident that is not your fault, you have a legal right to claim back losses that you are not insured for from the person who caused the accident. Uninsured losses can include:

- compensation if you or your crew are injured, and compensation for your family (or your crew's family) if you or they are killed
- the amount of any excess you have to pay under your marine insurance policy (the excess is the first amount of any claim you have to pay)
- compensation for damage to your clothes, luggage or personal belongings held on your boat.

CONTRACT DISPUTES

If you have a contract to buy, sell or repair your boat or to buy or sell accessories for it, there's always a chance of becoming involved in a contractual dispute. If the amount disputed exceeds £100, we will make every effort to get compensation for you, settle the matter or, if someone claims against you, defend your legal rights. If we decide you need to take legal action, we will arrange and pay for a lawyer to act on your behalf.

LEGAL DEFENCE

If you are prosecuted because of a problem arising from the ownership or use of your boat, we will appoint and pay for a lawyer to represent you.

COUNTRIES COVERED

There's no need to worry about being in the wrong place at the wrong time. Marine Legal Protection will cover you throughout most European waterways. For claims for Accident loss recovery and Personal injury, your cover will extend to Australia, Bermuda, Cape Verde Islands, the Caribbean, Hong Kong and New Zealand.



HELPLINE SERVICES

Our EuroLaw legal and tax helpline advice service provides legal advice on any personal legal or tax problem.

EUROLAW LEGAL ADVICE SERVICE

Our confidential EuroLaw helpline service provides access to our professional legal advice teams, staffed by solicitors and other legal advisers. You can consult them as often as you need about a personal legal issue.

Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am – 5pm, Monday to Friday, excluding public and bank holidays. If calling outside these times, a message will be taken and a return call arranged within the operating hours.

This service can give advice on legal issues in the UK, throughout the rest of the European Union, the Channel Islands and the Isle of Man.

TAX ADVICE SERVICE

As the complexities of the tax system can prove a minefield for anyone, our confidential tax advice helpline can advise on any personal UK tax matter.

Our Tax advice service is provided by tax advisors 9am – 5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.

MARINE ASSISTANCE

If your boat becomes unseaworthy due to an accident or breakdown (while in UK territorial waters), this service will ensure that an approved contractor, marine engineer or chandler comes to your aid. Any charges will be your responsibility.

We will also pass a message on your behalf to your family, friend or work colleague.

POLICY SUMMARY

This policy summary provides key information about Marine Legal Protection, which you should read. It does not contain the full terms and conditions of the policy, which can be found in the Marine Legal Protection policy document.

Unless otherwise agreed with the person who sells you this insurance, your cover will be valid for one year. Marine Legal Protection is a legal expenses insurance contract that:

- helps you to recover uninsured losses and costs from a person who has damaged your leisure craft or injured anyone in it;
- helps you settle a dispute that arises from buying, selling or maintaining your craft;
- defends you against a prosecution relating to using or owning your craft.

DAS Legal Expenses Insurance Company Limited ('DAS') is the underwriter and provides the legal protection insurance under your policy. The legal advice service is provided by DAS Law Limited and/or a preferred law firm on behalf of DAS.

Features and benefits	Significant exclusions or limitations	Policy section
<p>In the areas below we will resolve an insured legal problem, either ourselves or through external lawyers and other experts that we will appoint.</p> <p>We will appoint our preferred choice of law firm to deal with your claim and will pay their costs and expenses, which include opponents' costs.</p>	<p>There are reasonable prospects of success for the duration of the claim. (This does not apply to legal defence.)</p>	Page 8, OUR AGREEMENT 1.
	<p>External costs are limited to £100,000 (except for contract disputes, which are limited to £50,000).</p>	Page 8, WHAT WE WILL PAY (e) (i) & (ii)
	<p>If you want to use your choice of law firm, any costs they incur above what we would have paid our preferred law firm will be your responsibility. We will not pay them.</p>	Page 8, WHAT WE WILL PAY (a) Page 8, WHAT WE WILL NOT PAY
	<p>Costs incurred before we agree to pay them.</p>	Page 10, POLICY EXCLUSIONS 2
	<p>We are free to choose a lawyer to represent you if your craft is a sea-going vessel or if there is a conflict of interest. You may choose a lawyer to represent you if your craft is not a sea-going vessel and we agree to start proceedings.</p>	Page 11, POLICY CONDITIONS 1 (a) & (b)

Features and benefits	Significant exclusions or limitations	Policy section
<p>1 ACCIDENT LOSS RECOVERY We will negotiate to recover uninsured losses and costs following an event that causes damage to your craft or personal possessions in it.</p>		
<p>2 PERSONAL INJURY We will pursue claims for accidental death or physical injury.</p>	<p>The insured person affected must have been in, on or towed by the insured craft.</p> <p>Illness or bodily injury that happens gradually.</p> <p>Clinical negligence.</p>	<p>Page 7, THE MEANING OF WORDS IN THIS POLICY: you, your</p> <p>Page 9, WHAT IS NOT COVERED UNDER 2 PERSONAL INJURY (a)</p> <p>Page 9, WHAT IS NOT COVERED UNDER 2 PERSONAL INJURY (d)</p>
<p>3 CONTRACT DISPUTES We will pursue and defend your legal rights in a dispute relating to the buying and selling, servicing, repairing, adapting or testing of an insured craft, its equipment, parts or accessories.</p>	<p>Contracts relating to the use of the insured craft for business or reward.</p> <p>Minimum amount in dispute must be £100.</p>	<p>Page 9, WHAT IS NOT COVERED UNDER 3 CONTRACT DISPUTES</p> <p>Page 9, WHAT IS COVERED UNDER 3 CONTRACT DISPUTES</p>
<p>4 LEGAL DEFENCE We will defend you against prosecution relating to the ownership or use of your craft.</p>		

Features and benefits	Significant exclusions or limitations	Policy section
<p>HELPLINE SERVICES</p> <p>EuroLaw legal advice Advice on personal legal problems, within UK and EU law.</p> <p>Tax advice service Personal taxation advice.</p> <p>Marine assistance DAS can arrange help if your craft becomes unseaworthy due to an accident or breakdown.</p> <p>We can pass a message to your family, friend or work colleague if required.</p>	<p>Legal advice for the laws of countries outside England and Wales, and Tax advice will be provided by specialist experts operating during standard office hours, 9am – 5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.</p> <p>Assistance is limited to UK territorial waters. You are responsible for contractor’s charges. If life is in danger, you must contact the emergency services directly.</p>	<p>Page 2, HELPLINE SERVICES</p>
<p>COUNTRIES COVERED</p> <p>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. Cover for Accident loss recovery and Personal injury extends to Australia, Bermuda, Cape Verde Islands, the Caribbean, Hong Kong and New Zealand.</p>		<p>Page 6, THE MEANING OF WORDS IN THIS POLICY: COUNTRIES COVERED</p>
<p>LAW THAT APPLIES</p> <p>This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where you normally live. Otherwise, the law of England and Wales applies.</p>		<p>Page 13, POLICY CONDITION 14</p>



CANCELLATION RIGHT

We hope you are happy with the cover this policy provides. However, you can cancel the policy without notice within 14 days of taking it out. After this you can cancel it at any time by telling the person who sells you the policy, but you must give 14 days' notice of cancellation. You can ask the person who sells you this insurance about getting a refund of premium if you cancel the policy.

MAKING A CLAIM

You must give us details of any claim as soon as possible.

You can telephone us on **0844 893 9328** or **+ 44 117 934 2651** if you are calling outside of the UK. At this point we will not be able to tell you whether you are covered but we will pass the information you have given to our claims handling teams and explain what to do next. Lines are open 24 hours a day, 365 days a year. Calls may be recorded. Alternatively you can email: newclaims@das.co.uk



HOW TO MAKE A COMPLAINT

We always aim to give you a high quality service. If you think we have let you down, please write to our Customer Relations Department at our DAS Head Office address shown below.

Or you can phone us on **0844 893 9013** or email us at **customerrelations@das.co.uk**. Details of our internal complaint-handling procedures are available on request.

If you are still not satisfied, you can contact the Insurance Division of the Financial Ombudsman Service at:
South Quay Plaza | 183 Marsh Wall | London | E14 9SR

You can also contact them on **0800 023 4567** (free from a landline), **0300 123 9123** (free from some mobile phones) or email them at **complaint.info@financial-ombudsman.org.uk**

Website: **www.financialombudsman.org.uk**

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service at:
PO Box 6806 | Wolverhampton | WV1 9WJ.
You can also contact them by telephone on **0300 555 0333** or email them at **enquiries@legalombudsman.org.uk**

Website: **www.legalombudsman.org.uk**

Using these services does not affect your right to take legal action

Our head office and registered office is:
**DAS Legal Expenses Insurance Company Limited | DAS House
| Quay Side | Temple Back | Bristol | BS1 6NH.**

DAS is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if DAS cannot meet its obligations. This will be dependent 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**



Agent's address



DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority | DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH | Registered in England and Wales | Company Number 103274 | DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority | DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited | DAS Law Limited | North Quay | Temple Back | Bristol | BS1 6FL | Registered in England and Wales | Company number 5417859.