

Legal Protection Cover

 **GJWDirect**
Marine Insurance Since 1826

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LEGAL PROTECTION COVER

The cover that You have and which applies is shown on the Certificate by reference to the section number, letter and option number. The Indemnity limit that You have and which applies is shown on the Certificate by reference to the Indemnity level option number.

If this extension is operative You are covered for Adviser's Costs up to the Indemnity Limit where:

- a) the Insured Incident takes place in the Insured Period and within the Territorial Limits; and
- b) the Proceedings take place in countries within the Territorial Limits.

COVER

Section 1

You are covered for Adviser's Costs to pursue claims:

- A) following an event causing:
- (i) damage to the Vessel or personal property on it against those who have caused such loss or damage; or
 - (ii) injury or death to You while You are on the Vessel or embarking to or disembarking from the Vessel;
- B) against retailers in respect of goods or services supplied for Your use in connection with the Vessel or of the Vessel herself.

Option 1: Limited to claims where the amount in dispute between You and the retailer is in excess of £150 and less than £5000;

Option 2: Limited to claims where the amount in dispute between You and the retailer is in excess of £100.

DEFINITIONS

Section 2

You are covered for Adviser's costs to defend criminal prosecutions against You arising directly out of Your ownership or use of the Vessel. There is no cover for offences of dishonesty or violence or where You are accused of having obtained or attempted to obtain a financial advantage. Pleas in mitigation will only be supported if there is a real prospect of the plea reducing the penalty.

1. Adviser The lawyer or other professional adviser acting for You under this extension.
2. Adviser's Costs Reasonable legal fees and disbursements essential to Your claim and assessed on the standard basis of assessment. Third party costs shall be covered if awarded against You and paid on the standard basis.
3. DAS DAS Legal Expenses Insurance Company Ltd who administer this insurance on behalf of The Underwriters.
4. Computer Any computer or other electronic data processing device, equipment or system or any hardware, software, programme, instruction, data or component utilised or intended to be utilised in or by such item or any actual or intended function of or process performed by any of them.
5. You/Your In respect of:
 - Section 1A) The owner of the Vessel and any authorised skipper, crew or guests. If You die Your personal representatives will be covered to pursue claims covered by this insurance on Your behalf which arose prior to Your death.
 - Section 1B) The owner of the Vessel.
 - Section 2) The owner of the Vessel and the authorised skipper at the time of the Insured Incident.
6. Limit Indemnity
Option 1: £25,000 for all claims resulting from one or more events arising at the same time or from the same cause.
Option 2: £50,000 for all claims resulting from one or more events arising at the same time or from the same cause.
Option 3: £100,000 for all claims resulting from one or more events arising at the same time or from the same cause.
This is the maximum payable for all Adviser's Costs in respect of an Insured Incident.
7. Insured Incident The incident or the first of a series of incidents which may lead to a claim under this extension. Only one Insured Incident will be deemed to arise from all causes of action, incidents or events that are related in any way.
8. Insured Period The period defined on the Certificate.
9. Proceedings Section 1 - The pursuit of civil proceedings to obtain damages and appeals against judgement.
Section 2 - The defence of criminal prosecutions.
10. Territorial Limits Europe including Madeira, Canary Islands, The Azores and countries bordering the Mediterranean and including inland waterways connecting any of these countries.
11. The Policy The Policy covering the Vessel to which this extension is attached.
12. The Certificate The Certificate to The Policy.
13. The Underwriters The insurer defined in The Policy.
14. Vessel As defined in The Policy.

EXCLUSIONS

1. There is no cover:
 - a) In respect of any:
 - (i) claim reported to The Underwriters more than 180 days after the date that You knew or ought to have known of the event(s) giving rise to the claim;
 - (ii) legal costs that are incurred before The Underwriters agree that they will pay them;
 - (iii) claim relating to Your dishonesty or violent behaviour or in respect of a contract relating to Your profession, business or employment or the use of the Vessel for business or reward or any settlement payable under an insurance policy under which You are insured;
 - (iv) cause excluded by General Exclusions of The Policy;
 - (v) disagreement with The Underwriters;
 - (vi) legal action which You take which DAS have not agreed;
 - (vii) claim where You do anything that hinders The Underwriters or Your appointed representative.
2. There is no cover for any claim arising out of Your venture for gain or business.
3. There is no cover:
 - a) for Adviser's Costs incurred in unnecessary correspondence or which are recoverable from a court, tribunal or other party;
 - b) for damages, interest or fines awarded in criminal courts;
 - c) where You have alternative legal expenses cover;
 - d) for claims made by or against The Underwriters, Groves, John and Westrup Ltd or DAS;
 - e) where The Underwriters repudiate The Policy or refuse indemnity;
 - f) for claims relating to proceedings pursued against You by fare paying passengers, guests, a skipper or crew member or against a guest, skipper or crew by You;
 - g) for any consequence of any failure of any Computer (by whomsoever owned or operated) to recognise or respond to correctly and effectively, any particular date or period of time (continuous or otherwise).
4. There is no cover:

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer 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.

1. Claims

- a) You must notify claims as soon as reasonably possible to DAS Legal Expenses Insurance Company Ltd at DAS House, Quay Side, Temple Back, Bristol BS1 6NH, telephone number 0117 934 2651 and in any event within 180 days of the event giving rise to the claim and complete the claim form. This must be returned promptly with all relevant information.
- b) DAS may investigate the claim and take over and conduct Proceedings in Your name. Subject to Your consent which shall not be unreasonably withheld DAS may reach a settlement in Proceedings.
- c) You must supply at Your own expense all of the information which DAS reasonably requires to decide whether a claim may be accepted or not. If You wish to nominate an Adviser to act for You, You may do so. The adviser must:
 - (i) confirm in writing that he will comply with Your obligations under this insurance;
 - (ii) agree with DAS the rate at which his costs will be calculated.
- d) The Adviser will:
 - (i) provide a detailed assessment of Your prospects of success including the prospects of enforcing any judgement obtained;
 - (ii) keep DAS fully advised of all developments and provide such information as DAS may require;
 - (iii) keep DAS regularly advised of Adviser's Costs incurred;
 - (iv) advise DAS of any offers to settle and payments into court. If contrary to DAS's advice such offers or payments are not accepted there shall be no further cover for legal costs unless DAS agrees in its absolute discretion to allow the case to proceed;
 - (v) submit bills for assessment or certification by the appropriate body if requested by DAS;
 - (vi) attempt recovery of costs from third parties.
- e) In the event of a dispute arising as to costs, DAS may require You to change Adviser.
- f) The Underwriters shall only be liable for costs for work expressly authorised by DAS in writing and undertaken while there are reasonable prospects of success.
- g) You shall supply all information requested by the Adviser and DAS.
- h) You are liable for any Adviser's Costs if You withdraw from the Proceedings without DAS's prior consent. Any costs paid by DAS will be reimbursed by You.

- i) You must:
 - (i) keep to the terms and conditions of this policy;
 - (ii) take reasonable steps to keep any amount The Underwriters have to pay as low as possible;
 - (iii) try to prevent anything happening that may cause a claim;
 - (iv) send everything The Underwriters ask for in writing;
 - (v) give The Underwriters full details in writing of any claim as soon as possible and give them any information they need.
- j) You must tell The Underwriters if anyone offers to settle the claim.
- k) If You do not accept a reasonable offer to settle a claim The Underwriters may refuse to pay any further legal costs.
- l) The Underwriters may decide to pay You the amount of damages that You are claiming or which is being claimed against You instead of starting or continuing proceedings.
- m) You must take every step to recover legal costs that The Underwriters have to pay and must pay to The Underwriters any legal costs that are recovered.
- n) If an Adviser refuses to continue acting for You or if You dismiss an Adviser then the cover The Underwriters provide will end at once unless they agree to appoint another Adviser.
- o) The Underwriters may at their discretion require You to obtain at Your expense an opinion from a barrister chosen by You and The Underwriters as to the merits of any claim or proceedings. If the barrister's opinion indicates there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by The Underwriters.
- p) The Underwriters may cancel this extension to the Policy at any time as long as they tell You at least 21 days beforehand.
- q) The Underwriters will not pay any claim under any other policy or any claim that would have been covered by any other policy if this extension did not exist.

2. Dispute

Any dispute under this extension shall be referred to an arbitrator who shall be either a solicitor or a barrister. If we cannot agree on the choice of arbitrator the Law Society may be asked to make a nomination. The arbitration shall be binding and carried out in accordance with the Arbitration Acts. The costs of the arbitration shall be at the discretion of the arbitrator.

3. Reasonable Prospects

At any time DAS on the behalf of The Underwriters may form the view that You do not have a reasonable prospect of success in the action You are proposing to take or are taking. If so, DAS may decline support or any further support. In forming this view DAS may take into account:

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

4. Helpline Services

We provide these services 24 hours a day, 7 days a week, during the Insured Period. To help us check and improve our service standards all calls are recorded.

5. Legal Helpline

You shall have the benefit of a legal helpline telephone number 0117 934 2651 on which questions can be raised on any private legal matter arising out of accidents to or navigation of the Vessel or in respect of goods or services supplied for Your use in connection with the Vessel and where such matter does not arise out of or in the conduct of business.

GJWDirect
Marine Insurance Since 1826

GJW Direct is a trading name of Munich Re Specialty Insurance (UK) Limited,
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