

# KGM Marine Pleasurecraft

## Insurance Product Information Document

**Company:** KGM Underwriting Services Limited who are authorised & regulated by the Financial Conduct Authority, No: 799643. Registered in England & Wales, No: 10581020. Registered Office: 2nd Floor St James House, 27-43 Eastern Road, Romford, Essex, RM1 3NH.

**Product:** Marine Legal Protection

This insurance is managed and provided by Arc Legal Assistance Limited and underwritten by AmTrust Europe Limited.

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958.

AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189.

This document summarises the key features of your insurance policy. It is not tailored to individual needs and so may not provide all the information relevant to your cover requirements. Complete pre-contractual and contractual information is provided in other documents.

### What is this type of insurance?

Marine Legal Protection provides insurance to cover up to:

- £200 for claims under the Breakdown Costs section of cover;
- £1500 for claims under the Emergency Expenses section of cover; and
- £100,000 for claims under any other section

For advisers' costs for certain types of legal action(s) as detailed in this document, your policy wording and your insurance schedule.



#### What is insured?

We'll cover a legal advisers' costs to help you pursue or defend a claim in the following situations:

- ✓ **Uninsured Loss Recovery:** To pursue claims against those whose negligence has caused you to incur uninsured losses.
- ✓ **Personal Injury Pursuit:** To pursue claims against those whose negligence has caused your injury or death.
- ✓ **Contract Disputes:** To pursue proceedings following a breach of a contract you have entered into for buying goods for your use in connection with the vessel including the purchase or sale of the vessel.
- ✓ **Prosecution Defence:** To defend a legal action in respect of a criminal offence arising from your ownership or use of the vessel.



#### What is not insured?

The policy does not provide cover for:

- ✗ **Pre-inception incidents:** We won't cover events that started before the policy began.
- ✗ **Prospects of success:** We won't cover any legal action if there are not prospects of success. This is where the likelihood of winning is less than 50%.
- ✗ **Minimum amount in dispute:** We won't cover claims where the amount in dispute is lower than the estimated advisers' costs to act for you.
- ✗ **Conflicts:** We will not cover any claims relating to disputes with anyone else insured under the policy nor any costs covered by another insurance policy.
- ✗ **Approved Costs:** We will not cover any 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.

- ✓ **Identity Fraud:** To deal 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.
- ✓ **Breakdown Costs:** For breakdown costs that you have paid following a mechanical breakdown to the vessel which renders it unseaworthy whilst away from the vessels' home berth.
- ✓ **Emergency Expenses:** Emergency expenses to return to the United Kingdom if 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.



### Are there any restrictions on cover?

- ! **Excess:** You are responsible for the first £1,000 of any claim under the Uninsured Loss Recovery, Personal Injury Pursuit, Contract Disputes, Prosecution Defence and Identity Fraud sections of cover unless you agree to appoint our panel solicitor in which case it will be nil.
- ! **Your own advisers' costs:** Once court proceedings are issued, or in the event that a conflict of interest arises; you're welcome to use your own legal representative, but we won't cover any costs in excess of our standard advisers' rates.
- ! **Withdrawn claims:** If you withdraw from the legal action without our consent, you're responsible for any advisers' costs.



### Where am I covered?

- ✓ Claims which arise, or where proceedings are brought in:

<b>Uninsured Loss Recovery and Personal Injury Pursuit sections</b>	The cruising range area shown in the policy to which this cover attaches.
<b>Contract Disputes and Prosecution Defence sections</b>	The cruising range area shown in the policy to which this cover attaches, but within the European Union, the Azores, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Madeira, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland, Turkey and countries bordering the Mediterranean and including waterways connecting any of these countries.
<b>All other sections</b>	Member states of the European Union, the Channel Islands and the Isle of Man.



### What are my obligations?

- You must notify claims as soon as reasonably possible once you become aware of the insured incident and within no more than 180 days of you becoming aware of the insured incident.
- You must supply, at your own expense, all of the information which we reasonably require to decide whether a claim may be accepted.
- You shall supply all information requested by the adviser and us.
- You must gain our consent before incurring any legal advisers' costs.



### When and how do I pay?

For full details of when and how to pay, you should contact your insurance adviser



### When does the cover start and end?

From the start date you select, for 12 months



### How do I cancel the policy?

You can cancel this insurance by contacting your insurance adviser.