

07.18

# Y Yacht Insurance

Sailing Yachts | Motor Boats | Superyachts

Why be different

# Y YACHT INSURANCE POLICY (MARINE LEGAL PROTECTION)

Y Yacht Insurance is the trading name of Y@ Limited which is authorised and regulated by the Financial Conduct Authority.

[www.yyachtinsurance.com](http://www.yyachtinsurance.com)

3 Belmont Villas, Plymouth, PL3 4DP England

Tel: +44 (0)1752 606557 Email: [y@why.uk.com](mailto:y@why.uk.com)

Y Yacht Insurance Policy (Legal Protection) is arranged by Arc Legal Assistance Limited.

**arc**  
legal assistance

## Marine Legal Protection Insurance Policy Summary

Some important facts about Your Marine Legal Protection Insurance Policy are summarised below. This summary does not describe all the terms and conditions of Your policy, so please take time to read the policy document to make sure You understand the cover it provides.

The insurance cover summarised in this document is provided by Amlin Insurance SE. All claims are handled by Arc Legal Assistance.

Your Marine Legal Protection cover attaches to and is valid for the same duration as the insurance policy with which it is provided.

What is covered	Who is Covered	What is not covered	How much is covered
		<p><b>General:</b></p> <p>There is no cover for any legal costs incurred by any solicitor other than Our panel solicitor prior to the issue of legal proceedings unless a conflict of interest arises.</p> <p>If legal proceedings are issued or a conflict of interest arises and You appoint Your own solicitor to handle Your claim We will not pay more than Our Standard Advisers' Costs.</p> <p>It is a condition of this insurance that there must be reasonable prospects of success in taking legal action before a claim for legal costs will be accepted.</p> <p>There is no cover for:</p> <ul style="list-style-type: none"> <li>• claims which arise outside of the Territorial Limits</li> <li>• Insured Incidents that occur before the Insured Period</li> <li>• costs incurred without Our prior consent.</li> </ul> <p>For full details of policy exclusions and conditions please refer to the policy wording.</p>	
<p><b>Section 1:</b></p> <p><b>Uninsured Loss Recovery and Personal Injury Pursuit</b></p> <p>You are covered for Advisers' Costs to pursue claims for damages following a collision, impact, fire or flooding causing damage to the Vessel against those whose negligence has caused Your injury or death or caused You to incur uninsured losses.</p>	<p>The owner of the Vessel and any authorised skipper, crew or guests</p>	<p>Proceedings pursued against the owner, skipper or crew of the Vessel or guests aboard the Vessel at the time of the Insured Incident.</p> <p>Claims for:</p> <ul style="list-style-type: none"> <li>(a) Medical or clinical treatment, advice, assistance or care.</li> <li>(b) Stress, psychological or emotional injury unless it arises from You suffering physical injury.</li> <li>(c) Illness, personal injury or death which is caused gradually or is not caused by a specific event.</li> </ul>	<p>Up to £150,000 per Insured Incident</p>

What is covered	Who is Covered	What is not covered	How much is covered
<p><b>Section 2:</b> <b>Contract Disputes</b> You are covered for Advisers' Costs to pursue or defend Proceedings following a breach of a contract You have entered into for buying or selling goods or services in connection with the Vessel including the purchase or sale of Your Vessel.</p>	The owner of the Vessel	<p>Where the legal jurisdiction of the contract is outside of the Territorial Limits.</p> <p>Disputes or knowledge of disputes that arise during the manufacture/fitting out of a Vessel.</p> <p>Disputes arising from any commercial activity or venture for gain in connection with the Vessel including chartering.</p> <p>A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.</p>	Up to £100,000 per Insured Incident
<p><b>Section 3:</b> <b>Prosecution Defence</b> You are covered for Advisers' Costs to defend criminal prosecutions brought against You arising from Your ownership or use of the Vessel.</p> <p>You are only covered for pleas in mitigation where such a plea has a reasonable prospect of reducing any penalty that may be awarded against You.</p>	The owner of the Vessel and any authorised skipper or crew	<p>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.</p> <p>Damages, interest, fines or costs awarded against You.</p>	Up to £100,000 per Insured Incident
<p><b>Section 4:</b> <b>Identity Fraud</b> You are covered for Advisers' Costs 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.</p> <p>You are covered for 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.</p> <p>You are covered for Advisers' Costs to defend Your legal rights and/or remove County Court Judgments against You that have been obtained by an organisation that alleges You have purchased, hired or leased goods or services from where You deny having entered into the contract and allege that You have been the victim of Identity Fraud.</p>	The owner of the Vessel	<p>Any financial losses incurred by You as a result of Identity Fraud other than Advisers' Costs.</p> <p>Any claims where You have not been the victim of Identity Fraud.</p> <p>Any claims where the Identity Fraud has been committed by someone You live with.</p>	Up to £100,000 per Insured Incident

What is covered	Who is Covered	What is not covered	How much is covered
<p><b>Section 5:</b> <b>Emergency Expenses</b> You are covered for Emergency Expenses to return to the United Kingdom (UK), Channel Islands (CI) or the Isle of Man (IoM) 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, CI or the IoM.</p> <p>You are covered for Emergency Expenses to travel from the UK, CI or IoM to return to the Vessel whilst it is outside of the UK following repairs within 4 months.</p>	<p>The owner of the Vessel and any authorised skipper, crew or guests</p>	<p>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.</p>	<p>Up to a maximum of £500 per person, £2,500 per Insured Incident</p>
<p><b>Section 6:</b> <b>Mooring Fees</b> You are covered for Mooring Fees if You are unable to use the Vessel as a result of:</p> <p>(a) Your accidental injury or illness of such severity You are unable to use the Vessel for any purpose, or</p> <p>(b) Accidental loss or damage to the Vessel of such severity You are unable to use it for any purpose.</p>	<p>The owner of the Vessel</p>	<p>The first seven days of Mooring Fees in relation to each and every Insured Incident.</p> <p>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.</p> <p>Mooring Fees if any loss or damage to the Vessel arises from wear and tear or mechanical or electrical failure or breakdown.</p>	<p>Up to 28 days Mooring Fees per Insured Incident</p>
<p><b>Section 7:</b> <b>Temporary Replacement Costs</b> 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 You are unable to use it for a trip that was planned prior to the Insured Incident.</p>	<p>The owner of the Vessel</p>	<p>Where there is no identifiable and pursuable negligent third party.</p> <p>Where You are unable to prove that You had planned a trip prior to the Insured Incident.</p>	<p>Up to £2,500 per Insured Incident</p>
<p><b>24/7 Assistance services</b></p> <ul style="list-style-type: none"> <li>• Legal and Claims Advice Line</li> <li>• Marine Assistance Line</li> <li>• Health and Medical Advice Line.</li> </ul>			

## Questions about your policy

For any questions about Your policy please contact Your insurance advisor.

## Cancellation rights (cooling off period)

You may cancel the policy at any time by contacting Your insurance advisor. If You cancel the policy within 14 days of purchase, or within 14 days of receiving the policy document, whichever is the later, You will receive a full refund of premium. If You cancel the policy after 14 days there will be no refund of premium.

## 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 24/7 legal and claims advice line on **0344 770 1085** and quote the name of Your insurance advisor.

## Complaints

Our aim is to ensure that all aspects of Your insurance are dealt with promptly, efficiently and fairly. At all times We are committed to providing You with the highest standard of service.

If You have any questions or concerns about Your policy or the handling of a claim You should, in the first instance, contact Your insurance advisor. Full details of our complaints procedure can be found on page 14 of this policy booklet.

## Financial Services Compensation Scheme

Amlin Insurance SE is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if Amlin Insurance SE is unable to meet its obligations to You under this contract. If You were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk).

# Marine Legal Protection Insurance Policy Wording

This insurance is underwritten by Amlin Insurance SE. All claims are handled by Arc Legal Assistance.

In the event of a valid claim under this insurance, We will appoint Our specialist panel solicitors, or their agents, to handle Your case. You are not covered for any other legal advisers' fees unless court proceedings are issued or a conflict of interest arises. Where, following the issue of court proceedings or a conflict of interest arising, You elect to use an adviser of Your own choice, You will be responsible for any Advisers' Costs in excess of Our Standard Advisers' Costs.

The insurance covers Advisers' Costs, Temporary Replacement Costs, Emergency Expenses and Mooring Fees as set out within the Sections of Cover up to the Limit of Indemnity where:

- (a) The Insured Incident takes place in the Insured Period and within the Territorial Limits  
and
- (b) The Proceedings (other than in relation to Temporary Replacement Costs, Emergency Expenses and Mooring Fees) take place in the Territorial Limits.

## 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.

### Advisers' Costs

Legal fees and disbursements incurred by the Adviser or another legal representative with Our prior written authority. Legal costs shall be assessed on the standard basis and third party's costs shall be covered if awarded against You in a civil court or Underwriter's agree to pay them and paid on the standard basis of assessment.

### We/Us/Our

Amlin Insurance SE in respect of underwriting this policy and Arc Legal Assistance Limited in respect of all claims handling.

### 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.

### You/Your

Section 1, 3 & 5     The owner of the Vessel and any authorised skipper, crew or guests.

Section 2, 4, 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.

### Insured Incident

The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one Insured Incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.

### Insured Period

The insured period 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.

### **Limit of Indemnity**

The maximum payable in respect of an Insured Incident. The Limit of Indemnity is:

Section 1:	£150,000
Sections 2, 3 & 4:	£100,000
Section 5:	£2,500
Section 6:	Up to a maximum of 28 days
Section 7:	£2,500

### **Mooring Fees**

Normal fees You have contracted and are required to pay to a marina or mooring supplier for mooring the Vessel.

### **Proceedings**

The pursuit or defence of civil proceedings to obtain damages and the defence of civil or criminal proceedings.

### **Emergency Expenses**

Standard class travelling costs up to £500 per person.

### **Standard Advisers' Costs**

The amount of Advisers' Costs that would normally be incurred by Underwriters in using a nominated Adviser of Our choice.

### **Territorial Limits**

- Section 1: The cruising range area shown in the insurance policy to which this cover attaches
- Section 2, 3 & 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, Croatia, 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.

### **Temporary Replacement Costs**

The reasonable market standard costs of bare boat chartering an equivalent boat to the Vessel for the period of a trip planned prior to the Insured Incident.

### **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.

### **Underwriters**

Amlin Insurance SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 202062.

Registered office The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AG. Registered in England, Company No. SE000095.

## Sections of Cover

### Section 1 – Uninsured Loss Recovery and Personal Injury Pursuit

#### What is covered

You are covered for Advisers' Costs to pursue damages claims in Proceedings following a collision, impact, fire or flooding causing damage to the Vessel against those whose negligence has caused Your injury or death or caused You to suffer uninsured losses.

#### What is not covered

There is no cover for Advisers' Costs incurred in claims by You for Proceedings pursued against the owner, skipper or crew of the Vessel or guests aboard the Vessel at the time of the Insured Incident.

There is no cover for claims for:

- (a) Medical or clinical treatment, advice, assistance or care.
- (b) Stress, psychological or emotional injury unless it arises from You suffering physical injury.
- (c) Illness, personal injury or death which is caused gradually or is not caused by a specific event.

### Section 2 – Contract Disputes

#### What is covered

You are covered for Advisers' Costs to pursue or defend Proceedings following a breach of a contract that You have entered into for buying or selling goods or services in connection with the Vessel including the purchase or sale of Your Vessel.

The Insured Incident must have commenced after the start of the Insured Period or the start of the first period of continuous legal expenses insurance held by You.

#### 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 or knowledge of disputes that arise during the manufacture/fitting out of a Vessel.

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.

### Section 3 – Prosecution Defence

#### What is covered

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 has a reasonable prospect of reducing any penalty that may be awarded against You.

#### What is not covered

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.

## Section 4 – Identity Fraud

### **What is covered**

You are covered for 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.

You are covered for 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.

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

### **What is not covered**

Any financial losses incurred by You as a result of Identity Fraud other than Advisers' Costs.

Any claims where You are not the victim of Identity Fraud.

Any claim where the Identity Fraud has been committed by somebody You live with.

## Section 5 – Emergency Expenses

### **What is covered**

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 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.

## Section 6 – Mooring Fees

### **What is covered**

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 You are unable to use the Vessel for any purpose, or
- (b) Accidental loss or damage to the Vessel of such severity You are unable to use it for any purpose.

### **What is not covered**

The first seven days of Mooring Fees in relation to each and every Insured Incident.

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.

## Section 7 – Temporary Replacement Costs

### What is covered

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 You are unable to use it for a trip that was planned prior to the Insured Incident.

### What is not covered

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 Incident.

### 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 and claims advice line.

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.

## Assistance services

### 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 in the United Kingdom, the Channel Islands or the Isle of Man; 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 0344 770 1085 and quote the name of Your insurance advisor for assistance.**

### Marine Assistance

You can use this 24/7 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.

We will also pass on a message to friends, family or work colleagues if required following a breakdown.

**You should telephone 0344 770 1091 and quote the name of Your insurance advisor for assistance.**

Please bear in mind when using this service that marine contractors are generally not available 24/7 and We can not guarantee that the contractors that We pass You details of will be available.

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

### Health and Medical Advice Line

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 "MS Amlin" for assistance.**

## General Exclusions

### 1. There is no cover where:

- (a) The start of the Insured Incident predates the start of the Insured Period.
- (b) You should reasonably have realised when buying this insurance that a claim under this insurance might be made.
- (c) A reasonable 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 Underwriters in connection with the Proceedings.
- (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.
- (g) Your insurers repudiate the policy or refuse indemnity.

### 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 reasonable or necessary.
- (b) For the amount of Advisers' Costs in excess of Our Standard Advisers' Costs where You have decided to use an Adviser of Your own choice.
- (c) Where You have other legal expenses insurance cover or are entitled to public funding.
- (d) For claims made by or against Your insurance adviser, the Underwriters, the insurers of the insurance policy to which this cover attaches, the Adviser or Us.
- (e) For appeals without Our prior written consent.
- (f) 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.
- (g) For any costs which You incur and wish to recover which You cannot substantiate with documentary evidence.
- (h) Where that loss or damage would have been better covered under any other insurance policy You hold.

### 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.

## Conditions

### 1. Cancellation

You may cancel the policy at any time by contacting Your insurance advisor. If You cancel the policy within 14 days of purchase, or within 14 days of receiving the policy document, whichever is the later, You will receive a full refund of premium. If You cancel the policy after 14 days there will be no refund of premium.

We may cancel the insurance by giving fourteen 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.

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

- Where We have a reasonable suspicion of fraud
- You use threatening or abusive behaviour or language or intimidation or bullying of Our staff or suppliers

### 2. Claims

(a) You must notify claims as soon as reasonably possible and within 180 days of the Insured Incident. 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 Proceedings in Your name. Subject to Your consent which shall not be unreasonably withheld We may reach a settlement of the Proceedings.

(c) You must supply at Your own expense all of the information which We reasonably require to decide whether a claim may be accepted. If court proceedings are required or a conflict of interest arises, and You wish to nominate a legal representative to act for You, You may do so. Where You have elected to use a legal representative of Your own choice You will be responsible for any Advisers' Costs in excess of Our Standard Advisers' Costs. The Adviser must represent You in accordance with Our standard conditions of appointment available on request.

(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 in to 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) Underwriters shall only be liable for costs for work expressly authorised by Us in writing and undertaken while there are reasonable 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 Proceedings without Our prior consent. Any costs already paid by Us will be reimbursed by You.

### 3. Disputes

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 more than 50% 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.

#### 5. English Law

This contract is governed by English Law.

#### 6. Language

The language for contractual terms and communication will be English.

### Data Protection Act

Your information has been, or will be, collected or received by MS Amlin plc. We will manage personal data in accordance with data protection law and data protection principles. We require personal data in order to provide good-quality insurance and ancillary services and will collect the personal data required to do this. This may be personal information such as name, address, contact details, identification details, financial information and risk details. The full Data Privacy Notice can be found on [www.msamlin.com/en/site-services/data-privacy-notice.html](http://www.msamlin.com/en/site-services/data-privacy-notice.html). A paper copy of the Data Privacy Notice can be obtained by contacting the Data Protection Officer by email ([dataprotectionofficer@msamlin.com](mailto:dataprotectionofficer@msamlin.com)) or at the below address:

Data Protection Officer, MS Amlin plc, The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AG

### Complaints

Our aim is to ensure that all aspects of Your insurance are dealt with promptly, efficiently and fairly. At all times We are committed to providing You with the highest standard of service.

If You have any questions or concerns about Your policy or the selling of this product You should, in the first instance, contact Your insurance advisor. In the event that You remain dissatisfied and wish to make a complaint, You can do so at any time. Making a complaint does not affect any of Your legal rights.

For complaints in respect of the selling of this product the contact details are:

**Post:** MS Amlin, Complaints, The Leadenhall Building, 122 Leadenhall Street,  
London EC3V 4AG  
**Telephone:** +44 (0) 20 7746 1300 Fax: +44 (0) 20 7746 1001  
**Email:** [complaints@msamlin.com](mailto:complaints@msamlin.com)

For complaints in respect of the handling of a claim the contact details are:

**Post:** Arc Legal Assistance Limited, The Gatehouse, Lodge Park, Lodge Lane, Colchester CO4 5NE  
**Telephone:** +44 (0) 1206 615000  
**Email:** [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)

If You remain dissatisfied after we have considered Your complaint, You may be entitled to refer Your complaint to the Financial Ombudsman Service who will independently consider Your complaint free of charge. Their contact details are:

**Post:** The Financial Ombudsman Service, Exchange Tower, London E14 9SR

**Telephone:** (Fixed): 0800 0234567 Tel (Mobile): 0300 1239123 Tel (Outside UK): +44 (0) 20 7964 0500  
Fax: +44 (0) 20 7964 1001

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**Website:** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please note:

- You must refer Your complaint to the Financial Ombudsman Service within six months of the date of our final response
- The Financial Ombudsman Service will normally only consider a complaint from private individuals or from a business that has an annual turnover of less than 2 million Euros and fewer than 10 employees.

### **Financial Services Compensation Scheme**

Amlin Insurance SE is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if Amlin Insurance SE is unable to meet its obligation to You under this contract. If You were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk).

**Broker Stamp:**