

IMPORTANT NOTICE TO POLICYHOLDERS

We have made some changes to our Marine Legal Expenses Insurance policy wording and cover which will be effective at your upcoming renewal. Please ensure that you read this document in conjunction with your policy wording as it forms part of the renewal terms and conditions being offered.

Section	Previous Wording	New Wording																				
Terms of Cover	<p>Replaced:</p> <p>This insurance is underwritten by MS Amlin Insurance SE. This policy is administered by MS Amlin, Yacht and all claims are handled by Arc Legal Assistance.</p>	<p>With:</p> <p>This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by AmTrust Europe Limited, on whose behalf We act.</p>																				
Terms of Cover		<p>Addition of:</p> <p>To benefit from any section of this policy, You must reside within the United Kingdom, Channel Islands and Isle of Man</p>																				
Important Conditions		<p>Addition of:</p> <p>Proportional Costs An estimate of the Advisers' Costs to deal with Your claim must not be more than the amount of money in dispute. The estimate of the Advisers' Costs will be provided with the assessment of Your case and will be carried out by the independent Adviser. If the estimate exceeds the amount in dispute then We may decline or discontinue support for Your case.</p>																				
Definitions	<p>Replaced:</p> <p>Insurers - MS Amlin Insurance SE are licensed by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority.</p>	<p>With:</p> <p>Insurer – AmTrust Europe Limited</p>																				
Definitions	<p>Replaced:</p> <p>Maximum Amount Payable –</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Section 1 & 2</td> <td>£150,000</td> </tr> <tr> <td>Sections 3, 4 & 5</td> <td>£100,000</td> </tr> <tr> <td>Section 6</td> <td>£2,500</td> </tr> <tr> <td>Section 7</td> <td>Up to a maximum of 28 days</td> </tr> <tr> <td>Section 8</td> <td>£2,500</td> </tr> </table>	Section 1 & 2	£150,000	Sections 3, 4 & 5	£100,000	Section 6	£2,500	Section 7	Up to a maximum of 28 days	Section 8	£2,500	<p>With:</p> <p>Maximum Amount Payable –</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Cover 1, 2, 4 & 5</td> <td>£100,000</td> </tr> <tr> <td>Cover 3</td> <td>£25,000</td> </tr> <tr> <td>Cover 6</td> <td>£500 up to a maximum of £2,500 per annum</td> </tr> <tr> <td>Cover 7</td> <td>Fees for up to 28 days, not exceeding a maximum for the whole period of £2,500.</td> </tr> <tr> <td>Cover 8</td> <td>£2,500</td> </tr> </table>	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
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Definitions	<p>Replaced:</p> <p>We/Us/Our - MS Amlin Insurance SE in respect of underwriting this policy, Arc Legal Assistance Limited in respect of all claims handling and MS Amlin, Yacht in respect of administering this policy.</p>	<p>With:</p> <p>We/Us/Our – Arc Legal Assistance Ltd.</p>								
Conditions	<p>Removal of:</p> <p>11. Innocent misrepresentation and/or failure to disclose material information –</p> <p>If as a consumer You deliberately or recklessly make a misrepresentation, We will be entitled to void this policy, refuse all claims and not return any of the premiums paid.</p> <p>If the breach is neither deliberate nor reckless, We will void this policy and return the premiums only if We would not have entered into this policy had We known the true position. If We would have entered into this policy, but on different terms, those terms will be deemed to be incorporated in this policy. In addition, if We would have entered this policy, whether the terms would have been the same or different, but would have charged a higher premium, We may reduce proportionately the amount to be paid on a claim.</p> <p>The burden of proof for this condition will be on Us.</p> <p>For the purpose of this condition the acts, omissions or knowledge of one insured will not be imputed to any other insured.</p> <p>12. Sanctions –</p> <p>We shall not provide any benefit under this policy to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.</p> <p>13. Taxes -</p> <p>There may be circumstances where taxes may be due that are not paid via Us. If this occurs then it is Your responsibility to ensure that these are paid direct to the appropriate authority.</p> <p>14. Renewal -</p> <p>When Your policy is due for renewal, We will write to Your insurance agent at least 21 days before the period of insurance ends with full details of Your next year's premium and policy terms and conditions. If You do not want to renew the policy, please contact Your insurance</p>									

	<p>agent. Occasionally, We may not be able to offer to renew Your policy. If this happens, We will write to Your insurance agent at least 21 days before the expiry of Your policy to allow enough time for You to make alternative insurance arrangements.</p>	
<p>Customer Services & How to make a claim</p>	<p>Replaced:</p> <p>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.</p> <p>Privacy and Data Protection Notice</p> <p>1. Data Protection Arc Legal Assistance are committed to protecting and respecting Your privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which We process Your personal data, for more information please visit www.arclegal.co.uk</p> <p>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.</p> <p>For complaints in respect of the selling of this product the contact details are:</p> <p>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@amlin.com</p> <p>For complaints in respect of the handling of a claim the contact details are:</p> <p>Arc Legal Assistance Limited, The Gatehouse, Lodge Park, Lodge Lane, Colchester CO4 5NE Telephone: +44 (0) 1206 615000 Email: customerservice@arclegal.co.uk</p> <p>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:</p> <p>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 Website: www.financial-ombudsman.org.uk</p>	<p>With:</p> <p>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.</p> <p>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. 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 helpline may be able to offer You assistance under a private funding arrangement.</p> <p>Privacy and Data Protection Notice</p> <p>1. Data Protection Arc Legal Assistance are committed to protecting and respecting Your privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which We process Your personal data, for more information please visit www.arclegal.co.uk</p> <p>2. How We Use Your Personal Data and Who We Share it With We may use the personal data We hold about You for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. We will also use Your data to safeguard against fraud and money laundering and to meet Our general legal or regulatory obligations.</p> <p>3. Sensitive Personal Data Some of the personal information, such as information relating to health or criminal convictions, may be required by Us for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for Us to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in Our Privacy Statement, which is available to view on the website address detailed above.</p> <p>4. Disclosure of Your Personal Data We may disclose Your personal data to third parties involved in providing products or services to Us, or to service providers who perform services on Our behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaux, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.</p> <p>5. Your Rights You have the right to ask Us not to process Your data for marketing purposes, to see a copy of the personal information We hold about You, to have Your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask Us to provide a copy of Your data to any controller and to lodge a complaint with the local data protection authority.</p>

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.

6. Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with Our data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with You, unless We are required to retain the data for a longer period due to business, legal or regulatory requirements.

If You have any questions concerning Our use of Your personal data, please contact **The Data Protection Officer, please see website for full address details.**

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.

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 08000 234 567
Email complaint.info@financial-ombudsman.org.uk

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). If We fail to carry out Our 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 Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. 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. These details can be checked on the Financial Services Register at www.fca.org.uk.