

# Canal Boat Legal Solutions

## Insurance Product Information Document

Company: ARAG plc

Product: Canal Boat Legal Solutions

ARAG plc is registered in England (Company No. 02585818). Registered Office: 9 Whiteladies Road, Clifton, Bristol BS8 1NN. ARAG plc is authorised and regulated by the Financial Conduct Authority (FCA registered number is 452369).

Please refer to your policy wording for full details of contract terms and conditions as well as pre-contractual information we are required to disclose to you.

### What is this type of insurance?

Canal Boat Legal Solutions protects you against legal costs to protect your legal rights if you become involved in a dispute that is covered by the policy. Cover applies for solicitors and barrister's fees, court costs and your opponent's costs if the court awards costs against you. You can also access a free 24/7 personal legal advice helpline and our consumer legal services website which allows you to create legal documents on line - such as a free will.



#### What is insured?

You and your family living with you can claim:

- ✓ **Contract**  
if you have a dispute about;
  - goods or services you have bought,
  - the private sale of goods, including your insured boat;
- ✓ **Mooring disputes**  
If you have a dispute about the recorded moorings of your insured boat;
- ✓ **Contract disputes relating to Short Term Chartering**  
If you have a dispute relating to chartering or letting your insured boat on a short term basis;
- ✓ **Property**  
against another party who causes damage to your property, nuisance or trespass;
- ✓ **Personal injury**  
against the party at fault if you have suffered personal injury;
- ✓ **Legal defence**  
for the cost of legal representation if you are investigated for or charged
  - with a marine related offence
  - with a work-related offence
  - with a motoring offence
  - by a regulatory or professional disciplinary body;
- ✓ **Loss of earnings**  
up to £1,000 where you attend court or tribunal at the request of a lawyer acting for you under the policy or to perform jury service where you cannot recover your earnings;
- ✓ **Identity theft**  
for legal and communication costs to resolve disputes.
- ✓ **Uninsured loss recovery**  
cover for a non-fault event that causes damage to the insured boat



#### What is not insured?

- ✗ Claims that do not have a 51% chance or more of success.
- ✗ Circumstances existing before your cover starts.
- ✗ Costs that you incur without our consent or which exceed the sum we would pay a law firm from our panel.
- ✗ costs in excess of £2,500 for Mooring disputes or Short Term Chartering disputes.
- ✗ Disputes with tenants.
- ✗ Disputes about loans, mortgages, pensions or investments.
- ✗ Business or trade contracts or tax matters or a venture for gain.
- ✗ Purchase or sale of a motor vehicle.
- ✗ Building work or design, worth more than £6,000.
- ✗ Injuries that develop gradually or that do not arise from physical injury.
- ✗ using the insured boat without a valid licence or Boat Safety Scheme certificate.
- ✗ Parking offences.



#### Are there any restrictions on cover?

- ! Claims must be reported to us during the period of insurance.
- ! The most the insurer will pay is £100,000 for all claims arising from the same originating cause.
- ! We will choose your lawyer from our panel unless there is a conflict of interest or the point has been reached at which proceedings need to be issued.



### Where am I covered?

You are covered for disputes in the UK, Isle of Man and Channel Island courts. For contract disputes and personal injury claims you are also covered in the EU, Norway and Switzerland.



### What are my obligations?

- Claims must be reported to us as soon as you are aware of the claim.
- You must co-operate with us and the person we appoint to conduct your claim.
- You must act to keep the costs of your claim as low as possible and must agree to a reasonable offer to settle the dispute.



### When and how do I pay?

The person who sells your Canal Boat Legal Solutions policy will tell you whether you need to pay a separate premium for this cover or whether it is automatically included in the sum you pay for your canal boat insurance policy. If you are charged a separate premium it can be paid by the same method at the same time as you pay for your canal boat insurance.



### When does cover start and end?

Cover starts and ends at the same time as your canal boat insurance policy, unless you have paid a separate premium for Canal Boat Legal Solutions and wish to cancel your cover at any other time.



### How do I cancel the contract?

Where your premium for Canal Boat Legal Solutions has been included within your canal boat insurance premium, it cannot be cancelled independently from your canal boat insurance policy and the contract will run for as long as that policy stays in force. If you have paid an additional premium for Canal Boat Legal Solutions, you can cancel within the first 14 days of receiving your policy and obtain a full refund provided that we have not accepted a claim. Tell the person who sold your policy to you that you wish to cancel. They will decide what refund, if any, is due for the time you have not used if you cancel after the first 14 days.