

# THE QUADRANT

## Dinghy Policy



The development of the Quadrant represented a great leap forward in the art and science of navigation, since it embodied all of the functions for recording altitudes of the sun, stars and moon, and planets as well as terrestrial sights.



Arranged by Mercia Marine (Underwriting) Limited

## QUADRANT DINGHY POLICY CONDITIONS OF COVER

The proposal form completed by or on behalf of the Assured shall be a tacit agreement (between the Assured and Insurers hereon) as to this contract of insurance. If anything stated in the proposal form is materially untrue, or if any material information has been omitted, then at the option of the Insurers this policy may be cancelled and avoided from inception. The duty of disclosure is a continuing one: on every renewal, the Assured is taken to repeat the contents of the Proposal Form which should accordingly be updated with any material change in circumstances that would effect Insurers assessment of the risks.

Subject to the terms of this policy and the attached schedule, cover is provided for All Risks of physical loss of or damage to the Dinghy caused by any fortuitous accidental cause or by the malicious act of any person including theft, or by the act of any government authority done for the purpose of preventing or mitigating pollution or risk of pollution resulting from loss of or damage to the Vessel if such loss or damage is covered by this insurance.

The policy schedule conditions and endorsements shall be read as one contract and any word or expression to which a specific meaning has been attached in any part shall bear the same meaning wherever it appears.

### LIMIT OF INDEMNITY

- A. In the case of total loss, the insured value of the insured property.
- B. In the event of partial loss, the reasonable cost of repairing, reinstating or replacing part of the insured property damaged or destroyed, instead of paying the amount of the loss or damage in money. If Insurers elect to repair, reinstate or replace any part of the insured property damaged or lost, the former appearance and condition of the property may not be precisely restored.
- C. Deductions will be made on sums insured for protective covers, Masts, Spars, Sails and rigging as follows:- up to three years old:- nil. From four to six years old:- thirty three per cent. From seven years plus- sixty six per cent,.
- D. The maximum amount payable by Insurers for loss or damage outboard motors shall be:- up to three years old:- nil deduction, thereafter 15 per cent depreciation per annum

### LIABILITIES TO THIRD PARTY

THIS CLAUSE ONLY TO APPLY WHEN A SUM IS STATED FOR THIS PURPOSE IN THE SCHEDULE TO THE POLICY.

Insurers agree to indemnify the Assured for any sum which the Assured shall become legally liable to pay and shall pay, by reason of the interest in the insured vessel and arising out of accidents occurring during the currency of this insurance, in respect of:-

- A. Loss of damage to any other vessel or property whatsoever.
- B. Loss of life or personal injury to any person other than any persons employed in any capacity by the Assured.
- C. Damage to property not belonging to the Assured arising out of the use of or caused by the Insured Property.

Insurers shall extend cover to any person sailing the insured vessel with the permission of the Assured named in this insurance, (other than a person operating, or employed by the operator of, a shipyard, marina, repair yard, slipway, yacht club, sales agency or similar organisation) but excluding indemnity in respect of liability to the Assured. Insurers will pay any costs incurred with their written consent in defending any claim.

### CRUISING LIMITS

Inland and Coastal waters of: Great Britain, Northern Ireland or the Republic of Ireland or in any country in the Continent of Europe (subject to a limit of 30 Days in any one policy period) including land transit.

### NOTICE OF CLAIM

On the happening of any event which may give rise to a claim on this policy, the Assured must as soon as reasonably possible contact his Insurance Broker or Agent or Mercia Marine (Underwriting) Limited, First Floor, Christ Church Hall, Avenue Road, Malvern, Worcestershire, WR14 3A.

In the event of any occurrence which may give rise to a claim under this insurance and any theft or malicious damage shall also be reported promptly to the police. Insurers may also obtain estimates or may require estimates to be provided for the repair of the vessel..

### EXCESS

It is a condition of this insurance that the Assured will bear the first part of the loss up to the amount appearing in the schedule in respect of each claim, except in the case of total loss or constructive total loss of the vessel insured or the total loss of any separately declared, valued and insured items and excepting any Third Party Legal Liability/Passenger Liability Claim.

**EXCLUSIONS** No claim shall be allowed in respect of:-

- A. Loss of use.
- B. Scratching and bruising during transit.
- C. Liability to third parties whilst being towed.
- D. Wear and tear, depreciation and deterioration from use.
- E. Personal Effects and/or fishing gear/tackle.
- F. Theft of outboard motor, unless from a locked place of storage, or unless securely locked to the insured vessel by an anti-theft device in addition to its normal method of attachment.
- G. Theft of unsecured gear, fittings or equipment unless stolen with the insured vessel, or unless from a locked place of storage.
- H. Mechanical and electrical breakdown.

- I. Accidents to or illness of workmen, or any other persons employed in any capacity whatsoever by the Assured in or about, or in connection with the Insured Property or any work or repair thereto.
- J. Vessels left unattended on a mooring unless otherwise agreed by Insurers.
- K. Cost of making good any defect resulting from any repair, alteration or maintenance work carried out on the insured vessel
- L. Damage caused by Insects, damp, rodents and marine life.
- M. Theft of trailer unless it is secured using a patented anti theft device.
- N. The cost of replacing and or repairing any part of the vessel found to have a latent defect.
- O. Damage caused by ice.
- P. Any liability to third parties admitted or agreed without the written consent of the Insurers.
- Q. Punitive or exemplary damages.

**CANCELLATION AND RETURN OF PREMIUM**

This insurance may be cancelled by the Insurers at any time subject to 30 days notice to the Assured or by mutual agreement. Following cancellation a pro-rata daily appropriate return of premium shall be made calculated on the premium charged for the in-commission and/or laid up period but always subject to a minimum retention of £25.00 before taxes. Sale or transfer of the insured property will result in immediate cancellation of the policy

**NUCLEAR EXCLUSION**

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:-

- A. Ionising radiations from or contaminations by radioactivity from any nuclear waste or from the combustion of nuclear fuel.
- B. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- C. Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

**GENERAL EXCEPTIONS**

This insurance does not cover loss, damage or liability:-

- A. Arising out of the unseaworthiness of the insured vessel.
- B. Whilst the insured property is let out on hire or charter or used for anything other than private means.
- C. Arising from, capture, seizure, arrest, restraint or detainment and the consequences thereof or any attempt thereat.
- D. Strikers, locked out workmen, or persons taking part in labour disturbances, riots or civil commotions.
- E. Caused by war, civil war, revolution, rebellion, insurrection or any hostile act by or against a belligerent power.

**NO CLAIMS BONUS**

In the event of no claim arising under the policy, the same having been force in for 12 consecutive months (including a commission period of not less than 4 months), the renewal premiums will be reduced as follows:

|   |     |
|---|-----|
| If no claim arises in respect of 1 year .....                     | 5%  |
| If no claim arises in respect of 2 consecutive years .....        | 10% |
| If no claim arises in respect of 3 consecutive years .....        | 15% |
| If no claim arises in respect of 4 consecutive years .....        | 20% |
| If no claim arises in respect of 5 consecutive years .....        | 25% |
| If no claim arises in respect of 6 consecutive years or more..... | 30% |

Provided always that the bonus is only payable if the insurance is renewed and remains in force for a further period of 12 months (including a commission period of not less than 4 months).

**OTHER INSURANCE**

In the event of any other insurance, by whomsoever effected, covering the same claim as this policy, Insurers will only be liable for amounts excess of any other insurance(s) always subject to the limit of cover provided.

**DUE DILIGENCE**

The Assured shall at all times exercise due diligence to maintain the Vessel in a seaworthy condition, to see that she is properly fitted with all prudent safety equipment which shall be maintained in good working order. When unattended she must be properly secured to prevent damage and her accommodation and storage compartments are secured and locked.,

**PARAMOUNT CONDITIONS**

**INSTITUTE EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

- 1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
  - 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

- 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

## INSTITUTE CHEMICAL, BIOLOGICAL, BIO-CHEMICAL, ELECTROMAGNETIC WEAPONS & CYBER ATTACK EXCLUSION CLAUSE

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
  - 1.1 any chemical, biological, bio-chemical or electromagnetic weapon
  - 1.2 the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system.

### **NOTICE**

Any notices required by this policy to be given by the Insurers to the Assured may be given to the Assured by letter posted to the address stated in the Schedule. Any notices required by this policy to be given by the Assured to the Insurers may be given by delivery to them at Mercia Marine (Underwriting) Limited, First Floor, Christ Church Hall, Avenue Road, Malvern WR14 3AY

### INSURANCE COMPANIES (THIRD INSURANCE DIRECTIVES) REGULATIONS 1994

(a) Choice of Law

(b)

We the Insurer and you the Assured are entitled to choose the law applying to the insurance contract. We propose that the following law shall apply to the insurance contract:

1. the law applying to that part of the UK, Channel Islands or Isle of Man in which you or (if applicable) the first named policyholder lives; or
2. in the case of a business the law applying to that part of the UK, Channel Islands or Isle of Man where it has its principal place of business; or
3. failing the application of either of the above, the law of England and Wales.

In the absence of any written agreement to the contrary, the law proposed by us shall apply.

### **CUSTOMER SERVICE INFORMATION**

#### **General Information**

We, the Insurers, and Mercia Marine care about the service we provide to our customers and set ourselves high standards. If your expectations are not met or you are not satisfied in some way we would like to know.

Mercia Marine is authorised and regulated by the Financial Conduct Authority, (FCA), as an authorised intermediary with registered number 304948, and as such is committed to abiding by the rules of the FCA. The registered address of Mercia Marine is: 2 The Links, Herne Bay, Kent CT6 7GQ..

#### **Security for the contract**

The policy is underwritten by Travelers Syndicate Management Ltd., for and on behalf of Syndicate No: TRV5000 at Lloyd's. The registered office is 3<sup>rd</sup> Floor Exchequer Court, 33 St Mary Axe, London EC3A 8AG Travelers Syndicate Management Ltd is authorised and regulated by the Prudential Regulation Authority (PRA) and the Financial Conduct Authority as an insurer with registered number 204960.

These details may be checked on the Financial Services Register at <http://www.fsa.gov.uk/register/home.do> or by contacting the FCA on 0800 111 6768.

#### **IMPORTANT NOTE (AGENCY)**

In all matters relating to the Quadrant Dinghy Policy please be aware that Mercia Marine acts as agent for the Insurers and not as agent for the Insured. This includes claims referred to them.

#### **What to do if you have a complaint**

One of the rules of the FCA is that member firms must handle customer complaints promptly fairly and consistently, a principle that will be applied to all customer complaints. If you do have a complaint at any time in the insurance process, you should in the first instance notify your usual Mercia Marine contact, who will ensure that the matter is investigated at the appropriate level. The complaint can be made orally or in writing. Alternatively you can address your complaint to:

**The Compliance Manager, Mercia Marine (Underwriting) Ltd, First Floor, Christ Church Hall, Avenue Road, Malvern WR14 3AY.** Please quote any reference, claim number or policy number if available.

#### **How will Mercia Marine handle the complaint?**

If you have a complaint concerning your policy or a claim under your policy your concern will immediately be forwarded to Travelers Syndicate Management Limited who will respond to you directly and do their best to resolve the problem in a professional and timely manner. Your complaint will be acknowledged in writing and they will aim to provide you with a formal response within fourteen days of receipt of the complaint. If compensation or redress is appropriate they will provide details with their response. If they feel your complaint is not justified full reasons for their decision will be provided to you.

**What to do if you are not satisfied with the outcome**

If you still remain dissatisfied, you may contact the Lloyd's complaints team. Their address is:

Complaints, Lloyd's, One Lime Street, London EC3M 7HA

Telephone: 0207 327 5693 Facsimile: 0207 327 5225 E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Details of the Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If after taking this action your complaint is still unresolved and if you are a private policyholder or a business with a turnover of less than £1 million, or a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million and are resident in England, Scotland, Wales or Northern Ireland, you may then approach the Financial Ombudsman Service. Their address is:

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR  
Tel: 0207 964 1000

If your complaint does not relate to any General Insurance Product or General Insurance Activity-related service that Mercia Marine has provided or should more appropriately be referred to another FCA Member or organisation, they will advise you in writing within five business days of receipt of your complaint and, where possible, advise upon how the complaint should be redirected

N.B. A record of your complaint will be held on file for a minimum period of three years.

**Data Protection**

The defined terms used in this section shall have the meaning given to those terms in the Data Protection Act 1998 (as may be amended from time to time).

In the course of providing insurance services to you, your Insurers and Mercia Marine may have access to Personal Data. You warrant that you shall have obtained all necessary authorisations and approvals from Data Subjects prior to disclosing any Personal Data to Mercia Marine and your Insurers. Your Insurers shall be Data Controllers of any Personal Data you provide to them whether directly or indirectly to or through Mercia Marine.

Your Insurers and Mercia Marine undertake that they shall only use any Personal Data provided to them for the purposes of performing services in connection with your Policy. This will include the processes of underwriting, administration and claims assessment as well as any necessary services ancillary thereto.

Your Insurers and Mercia Marine will hold all Personal Data provided to them securely and shall limit access to such Personal Data to those who have a need to see it. You consent to your Insurers and Mercia Marine sharing any Personal Data provided to them with their group companies, agents, reinsurers, claims handlers, loss adjusters, medical professionals and other professional advisors, healthcare management companies and any other necessary service providers with whom your Insurers contract in connection with your Policy.

You acknowledge that your Insurers and Mercia Marine may be required as a matter of law or regulation to disclose Personal Data provided to them to a Court of law or regulatory body such as the PRA or the FCA or any other public body or authority of competent jurisdiction and you consent to any such disclosure.

You acknowledge that the insurance industry maintains certain registers for the purposes of fraud prevention and you consent to your Insurers sharing Personal Data provided to it with fraud prevention agencies and other insurance companies for the purposes of fraud prevention and to validate your claims history.

**SEVERAL LIABILITY CLAUSE:**

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of the individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

08/94

LSW1001 (Insurance)

**Sanction Limitation and Exclusion Clause (Amended)**

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 or United Kingdom.