

MERCIA MARINE
QUADRANT YACHT & MOTORBOAT POLICY –
THIRD PARTY LIABILITY ONLY EXCLUDING REMOVAL OF WRECK
SUMMARY OF COVER
UNDERWRITTEN BY
Travelers Syndicate Management Ltd, for and on behalf of Syndicate 5000 at Lloyd's

keyfacts

Section 2 of The Quadrant Yacht & Motorboat Policy is designed specifically to provide cover if any Assured Person shall by reason of his interest in or control of the Vessel incur any legal liability to any Third Party within the 12 month period stated on the policy schedule

(This summary does not contain the full terms and conditions of the policy)
(Please see Full Policy Wording Document and Policy Schedule for full details)

Significant Benefits & Features

- This section of the policy, which may be purchased individually, shall indemnify (Protect) the assured against any legal liability incurred by reason of their interest in or control of the insured vessel.
- The persons having the benefit of this cover is extended to include any person having control of the vessel with the assureds consent (Subject to exclusions)

Limits of Indemnity

- The limit of indemnity is stated in the Policy schedule

Cruising Limits

- Cruising limits as individually agreed and stated in the Policy Schedule.

Exclusions

- **Section 2 – Third Party Liability, no liability claim shall be allowed in respect of:-**
 - Any person employed by any Assured person in connection with the vessel
 - Any person on board the vessel in consideration of payment, hire or reward
 - Any person on board the vessel by reason of his occupation as marina operator, sales agent, mooring contractor, delivery contractor, Slipway operator, shipbuilder or repairer, yacht club operator or any like operation, or as an employee of any such entity
 - Any person engaged in water-skiing, barefoot skiing, aqua planing, parasending or any like activity whilst under tow of the vessel or preparing or intending to be towed.
 - Liability accepted by agreement or contract unless that liability would have existed otherwise
- **In addition there may be specific warranties applicable to your insurance, please see Policy Schedule**

Due Diligence

- The assured shall at all times exercise due diligence to maintain the vessel in a seaworthy condition, to see that she is fitted with all prudent safety equipment, which shall be maintained in good working order, that the gas system is properly installed, and that when unattended she is properly moored and her accommodation and storage compartments are secured and locked.

Duty of Assured

- No admission of liability or offer of settlement shall be made by or on behalf of the assured without consent of the Insurers.
- On the happening of any event which might give rise to a claim, the assured must give notice to insurers as soon as reasonably possible

Cancellation terms

- This policy may be cancelled by the Assured within 14 days of receipt of the formal insurance documentation thereafter
- This insurance may be cancelled by the Insurers at any time subject to 30 days notice to the Assured or by mutual agreement
- Pro-rata net daily return premium shall be made effective from the date the policy becomes cancelled net of three months minimum retained premium unless a claim has or will be made prior to such termination of cover or as specifically agreed by insurers.

Complaints Procedure

- Insurers care about the service provided to Assured and set themselves high standards. If you are dissatisfied in some way we would like to know. If you have a complaint, please contact the person at your brokers or agent handling your insurance.
- Complaints that cannot be resolved may be subsequently referred to the Financial Ombudsman Service.

Financial Services Compensation Scheme (FSCS)

- We are covered by FSCS. You may be entitled to compensation should we be unable to meet our obligations. Further information is available on www.fscs.org.uk or you may contact the FSCS on +44 (0)20 7892 7300.

CLAIMS NOTIFICATION:

- In the event of any occurrence which may lead to a claim under this insurance, as soon as reasonably possible notice must be given to:

Mercia Marine (Underwriting) Limited
First Floor, Christ Church Hall
Avenue Road, Malvern, WR14 3AY
Telephone No: 01684 564457
Email Address: enquiries@merciamarine.co.uk

Guidance on Making a Claim

In the event of an incident involving your insured property you must take all reasonable steps to ensure that any loss or damage is kept to a minimum. When acting to prevent or minimize loss then act immediately, without the need for our consent but be aware that any unreasonable non-emergency expenditure may not be reimbursed by us. You should advise Mercia Marine or your insurance broker of the incident and damage/loss as soon as reasonably possible. Once advised of the incident you will be issued with a claim form which must be completed and returned to us in order to advance your claim.

Damage to your insured property

You should take immediate action to protect your insured property from further damage. This may include enlisting the help of professionals (if necessary).

You should take whatever reasonable actions are required to safeguard your insured property. If you require a tow it is beneficial to negotiate, where possible, a realistic fee before accepting assistance.

You will be required to take photographs of the damage and retain all broken / damaged items for inspection.

We do not have a network of approved repairers and will require you to obtain estimates for the necessary repairs to your vessel. On the basis of estimates being fair and reasonable we will advise you to proceed with a particular repair yard. Please note that we will retain the final say in where repairs are to be carried out but in most cases we will accommodate your wishes. Insurers may, at their discretion, appoint a professional surveyor to inspect the vessel and review the damage, you should assist the surveyor in arranging to visit the vessel and provide any relevant information as required.

Theft or Vandalism

If your insured property is maliciously damaged or stolen it should be reported to the Police as quickly as possible. They should provide you with a Crime Reference Number which insurers will require in addition to the serial numbers of any engines, tenders etc. that have been stolen. If the theft or vandalism took place away from your private address inform the sailing club, marina manager etc. with full details.

Liability to third parties

If a third party wishes to hold you liable for any incident and allege it to be your fault, provide them with your insurer's details, your name, contact details, policy number and boat name.

It is important at this stage not to make any admission of liability and do not make any offer of payment.

If you receive notification of a claim from another party acknowledge the correspondence without further comment and pass it to your insurance broker immediately.

If your insured property is damaged by a third party

You should obtain full details of the boat type and name/number plus any witness details, in addition to the name and address of skipper and boat owner. If the damage occurred during racing, protest the third party if they did not accept a penalty and obtain witness statements.