

## Mercia Marine – Terms of Business

Approved and regulated by the Financial Conduct Authority



**Company Details** [www.merciamarine.co.uk](http://www.merciamarine.co.uk) is owned and operated by Mercia Marine which is a trading name of Mercia Marine (Underwriting) Ltd, First Floor, Christ Church Hall, Avenue Road, Malvern WR14 3AY. Registered Office 2 The Links, Herne Bay, Kent, CT6 7GQ, Registered in England No.3758742. We have no holding in any insurer and likewise no insurer has any holding in us. We are approved and regulated by the Financial Conduct Authority, our FCA Register number is 304948. You can check this on the FCA's Register by visiting the FCA's website [www.fca.org.uk/register/](http://www.fca.org.uk/register/) or by contacting the FCA on 0800 111 6768. The FCA is the independent watchdog that regulates financial services.

**Payment for our services** You will receive a statement of price which will inform you of any non refundable fees charged. We do not allow premium refunds for any amount under £5.00.

**Online Statement of Fact** You may view your statement of fact from your online account which shows the information you have supplied. If you amend any answers or add additional information a copy of the changes is available to view or download from your account. Please read this carefully as the answers detailed are your responsibility.

**Products We Offer** Through this Website we only offer online insurance for Marine Quadrant Insurance for Private Pleasure/Small Commercial Craft underwritten by Travelers Syndicate Management Ltd, for and on behalf of Syndicate 5000 at Lloyd's. We only use insurers whom we consider to provide adequate financial security. We cannot guarantee the solvency of those insurers with whom we do business but, if requested we will do all that we reasonably can to provide additional information on their financial position. We do not accept liability for any losses arising or any other additional costs in replacing the insurance with an alternative insurer. The final decision of suitability of an insurer must rest with you but we are happy to provide information to assist you in making this decision.

**Service we provide** In respect of Marine Quadrant Insurance for Private Pleasure/Small Commercial Craft and Marine Legal Expenses we act as agent of the Insurer for collection and refund of premiums. Premiums and any other monies we may hold on your behalf will be held in Trust until such time as they are remitted by us to your insurers or to you. This is a statutory trust account operated in accordance with FCA regulations. However, insurers underwriting the above online insurance have agreed to deem any premiums that you pay to us as having been received directly by them. This improves your protection against financial loss in the event of our insolvency. Any interest earned on client money held by us will be retained by us for our own use. Before your contract is concluded we will ask some questions to ensure the product meets your requirements. A "demands and needs" statement will be provided but you will not receive advice/recommendation from us and you will need to make your own choice as to how to proceed. Use this information to decide if our services are suitable for you.

**Privacy Policy** You agree to the use of any personal data we may hold on you in accordance with the terms of our [Privacy Policy](#).

**Cancellation** Policy cancellation requests must be made to us in writing. Consumers acting outside of their trade, profession or business may cancel insurance policies within 14 days of receiving the full terms and conditions. The premium will be refunded in full, providing no claims have been made or incidents likely to give rise to a claim have arisen. If a consumer cancels the policy after the 14 days or you are a commercial customer the policy cancellation terms will apply. At all times we will retain any policy fee to cover our administration costs and we do not refund amounts of less than £5.00.

**Mid-Term Alterations** Changes to your policy may be carried out online.

**Renewal** We will issue renewal terms in a timely manner by contacting you either by email or letter with updated insurance terms which if accepted by you may be renewed on-line.

**Complaints** It is our intention to provide you with a high level of service at all times but if at any time you are not satisfied, please contact any of our staff. If you remain

dissatisfied and wish to make a complaint you should contact the Managing Director at First Floor, Christ Church Hall, Avenue Road, Malvern WR14 3AY or Telephone: 01684564457 or Fax: 01684578532.

**Compensation** Marine types of insurance are not covered by the FSCS. Further information about compensation scheme arrangements is available from the FSCS on 020 7892 7300 or by visiting [www.fscs.org.uk/](http://www.fscs.org.uk/)

**Claims** Whilst we act on behalf of Insurers we are always pleased to offer you guidance on claiming under your policy. In the event of any occurrence which may lead to a claim under the Quadrant Policy, as soon as reasonably possible notice must be given to: Mercia Marine (Underwriting) Limited at the address above

- Telephone: 01684 564457
- Alternatively, use the website email submission form at bottom of the claims notification webpage.
- You must do so whether you believe you are liable or not and remember:
- Do not admit liability for any accident with a third party.
- Any correspondence received by you must be forwarded immediately, without acknowledgement.
- Take all reasonable steps to mitigate any loss.
- In an emergency try to ensure that your boat and passengers are safe.
- Undertake emergency work necessary where your engine has been submerged to prevent further deterioration.
- Seek approval before advising repairers to proceed with any work.

To make a claim for Legal Protection please see claims procedure contained in the policy leaflets provided.

**Your Responsibilities** It is your responsibility to provide complete and accurate information to your Insurers when you take out your insurance policy, throughout the lifetime of the policy and when you renew your insurance. Any information, which might influence your Insurer to accept, amend or decline your insurance proposal or renewal, must be disclosed and if you are unsure about disclosing any matter contact us for guidance. Failure to disclose any material information to your Insurers or any inaccuracies in the information given could invalidate your insurance cover and mean that part or all of your claim may not be paid. Note that under the Rehabilitation of Offenders Act 1974 you are not required to disclose convictions regarded as "spent".

You should:

- Check all details on any proposal form or Statement of Fact and pay particular attention to any declaration you may be asked to sign/agree.
- Read all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply.
- Pay particular attention to any terms, warranties and conditions as failure to comply with them may enable your Insurer to terminate your policy or repudiate a claim under your policy.
- Take note of the procedures required in the event of a claim or cancellation
- Always keep copies of correspondence sent or received concerning your insurance.

It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

**Law Jurisdiction & Language** This agreement will be governed by and construed in accordance with English Law and any dispute shall be subject to the exclusive jurisdiction of the English Courts. The English language will be used for all communications, contractual terms & conditions and any information we are required to supply to you, before and during the duration of the contract.