

The Lock & Quay Public Liability Policy

A SUMMARY OF COVER

This summary does not contain the full terms and conditions of the policy but is intended to assist in understanding the cover available under the Lock & Quay Public Liability Policy as well as outlining the main exclusions. The full terms and conditions can be found in the policy wording, a copy of which is available on request. The policy and not this summary is your contract with the Insurer.

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The Lock & Quay Public Liability Policy is a 12 month policy providing Public and Product Liability insurance for Marine Traders. English Law applies to the contract.

Public Liability

(Including Boatyard and Product Liability)

Your legal liability for injury to third parties (excluding employees) and damage to their property which may arise out of your business activities is covered under this policy. The limit of our liability will be shown on the policy schedule.

The protection includes:

- liability caused by defects in the premises, plant, tackle, slipways, jetties or moorings used in the business or by careless use of cranes, hoists or other plant. Please note that all cranes and lifting plant must be the subject of Statutory Inspection for liability arising from their use to be covered.
- liability arising from the use of yardboats, including shifting and towing vessels within certain limits
- liability for loss or damage to vessels caused by defective or foul berths or moorings up to a limit of £100,000.
- liability arising out of work done occurring during the period of the policy. We do not pay for the cost of making good faulty workmanship or design
- liability caused by goods sold, supplied, manufactured, repaired, tested, or serviced by you. We do not pay for the cost of replacing or repairing the faulty goods or materials which give rise to the claim nor for the cost of recalling faulty products
- car park liability
- liability for vessels in your custody
- liability incurred when working away anywhere in the UK or European Union, including overseas business trips (except for the USA and Canada) and at exhibitions in the UK
- demonstration, tuition or trial trips (subject to certain limits of speed, time and distance)
- liability for working plant on any site or at your premises
- "contingent motor liability" for use of vehicles not your own
- liability for damage to premises hired or rented to you for the business
- liability incurred under the Defective Premises Act or Data Protection Legislation
- liability arising from sudden unintended and unexpected pollution
- liability assumed under indemnities and agreements or contracts, provided that we have been told of them in advance
- "injury" is extended to include wrongful eviction, wrongful arrest, accusation of shoplifting etc.
- "damage" includes economic loss arising from any obstruction, trespass, nuisance or interference with any right of way, air, light, water or other easement
- legal costs (including claimants' costs) arising out of any claim made on you for injury or damage, or out of any prosecution under the Health & Safety at Work Act 1974, the Consumer Protection Act, the Food Safety Act and the Corporate Manslaughter and Corporate Homicide Act 2007. Limits are placed on the amount of some of these costs.
- in the case of a partnership we will cover each partner for his or her liability to other partners
- cover can be extended to include liability for plant hired-in under CPA Conditions or similar terms up to a limit that is shown on the schedule

We will not cover legal liability arising from

- risks more specifically insured (e.g. Motor)
- loss of or damage to property belonging to, or leased or hired by you or your employees other than personal effects (including vehicles) of directors, visitors or employees
- libel, slander, infringement of copyright, patents, trade names, trade marks or registered design
- the non-performance, non-completion or delay in completion of any contract or agreement or the payment of fines, penalties or liquidated damages

- damage to vessels under construction or in course of assembly which you own, hire, lease, rent or manage or the subject of a brokerage agreement to which you are a party
- demonstration or trial of prototypes or original models designed built constructed or assembled by you
- loss damage or delay to goods in transit except in connection with collection or delivery of a vessel sold, stored or worked upon by you
- salvage operations
- towing by any vessel of any thing (other than another vessel) or person
- surveys, condition reports, inspections or valuations on vessels or wrongful advice design or specification carried out for a fee
- products exported to or used in the USA or Canada
- products knowingly supplied or sale of goods for use in any offshore installation, petrochemical or nuclear industries, or in computers or process control equipment or in aircraft or spacecraft
- handling asbestos
- work carried out in hazardous locations

In your working practices, you are required to comply with certain conditions. If you apply heat in any of your work you must take certain precautions which are set out in the policy. If you have a car park, disclaimer notices should be displayed. Craft on trailers left in your custody must be immobilised or kept in a lock-fast building and attached outboard motors be fitted with an anti-theft device. Any moorings you control must be examined at least annually, statutory plant must be inspected, your terms of business should be displayed and disclaimers displayed on jetties, pontoons and the like.

Warranties

In accordance with the Insurance Act 2015 **there are no Warranties** on the Lock & Quay Policy. There are, however, general conditions and special conditions with which you must comply for cover to be operative.

Excesses and Limits

Your policy will be subject to an excess, which is an amount you must pay in the event of each and every claim. Certain claims limits may also apply. For liability claims the Limit of our Liability is shown on the policy schedule

General Exclusions

We do not cover loss or damage caused by war, civil war, terrorism, radioactive contamination, nuclear explosions, electronic data problems, cyber attack, sonic bangs, biological and chemical contamination and pollution.

Duties of Insured

- To take all reasonable precautions to prevent loss or damage and to minimise it should it occur.
- To comply with all statutory obligations and regulations.
- To ensure that your premises and plant are sound, in good order and fit for purpose.
- To keep your vessels in a seaworthy condition and in a safe place when not under way
- To keep proper books of account.
- In asking for cover it is an Insured's duty to make at inception and each renewal a fair presentation of the risk. This means to advise insurers truthfully of all facts known to you that are material to the risks they are undertaking and to advise insurers of any change with regard to information provided by you or your agent for the purposes of obtaining this insurance

Cancellation Terms

The policy may be cancelled at any time by you or insurers. Insurers must give 15 days notice.

The policy, however, is subject to a minimum premium for which no return is allowed for mid-term cancellation.

Claims Notification

You must report all claims to Mercia Marine immediately. If you telephone please have your policy number ready to quote. No admission of liability should be made for any injury or damage to third parties or their property.

Security of the Contract

The policy is underwritten by Travelers Insurance Company Ltd. The registered office is 23-27 Alie Street, London E1 8DS. Travelers Insurance Company Ltd is authorised and regulated by the Prudential Regulation Authority (PRA) and the Financial Conduct Authority as an insurer with registered number 202549.

These details may be checked on the Financial Services Register at <https://register.fca.org.uk> or by contacting the FCA on 0800 111 6768.

IMPORTANT NOTE (AGENCY)

In all matters relating to the Lock & Quay 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, 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 Insurance Company 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.

Full details of Travelers Insurance Company's complaints procedure can be found online at: www.travelers.co.uk/iw-documents/uk/documents/ComplaintsProcedure.pdf

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 whose contact details are:

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Address: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

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.