

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.

keyfacts

The Lock & Quay Public Liability Policy is a 12 month policy providing Public and Product Liability insurance for Marine Traders. The policy is underwritten by Faraday Reinsurance Co Limited. 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 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 damage to premises hired or rented to you for the business
- liability incurred under the Defective Premises Act or Data Protection Act
- 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, 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
- 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 or on vessels over 100 feet in length or £1,000,000 in value

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 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

A warranty is a promise by you that some particular thing will or will not be done, or some condition will be fulfilled, or a particular state of affairs does or does not exist. A warranty must be strictly complied with. If it is not we will be discharged from liability from the date of the breach of warranty. You will need to refer to your policy schedule and policy wording to check if any warranties apply to your cover.

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.
- To advise insurers of any change with regard to information provided by you or your agent for the purposes of obtaining this insurance.
- To advise insurers truthfully of all facts known to you that are material to the risks they are undertaking.

Cancellation Terms

The policy or any section of it may be cancelled at any time by you or insurers. Insurers must give 15 days notice. If you cancel you will receive a proportionate refund of premium provided there has been no claim during the current period of insurance and subject to a minimum charge of £50.

Claims Notification

You must report all claims to Mercia Marine (Underwriting) Limited 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.

Complaints Procedure

Insurers care about the service provided to policyholders and set themselves high standards. If you are dissatisfied in some way we would like to know. If you have a complaint, in the first place please contact the Managing Director, Mercia Marine (Underwriting) Limited, First Floor, Christ Church Hall, Avenue Road, Malvern WR14 3AY.

Financial Ombudsman Service

If you are not happy with the outcome of your complaint, you might be able to refer it to the Financial Ombudsman Service. Details of this will be provided to you at the time.

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 0207 7892 7300.