

# THE QUADRANT

## Dinghy Policy



[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. On behalf of Insurers, Charles Taylor Consulting (CTC) are appointed to handle and settle claims. They are authorised and regulated by the Financial Services Authority. The address of CTC is, Charles Taylor Adjusting plc, 88 Leadenhall Street, London EC3 3BP. Dedicated telephone number 02070152090. Main switchboard 02076231819. Fax 02076231817.

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.

#### **COMPLAINTS HANDLING**

We care about the service we provide to our customers and set ourselves high standards. If we do not meet your expectations or you are dissatisfied in some way we would like to know. If you have a problem, please follow the steps outlined below.

##### Step one

The issue can be raised orally or in writing to the person at your brokers or agent handling your insurance. Please have your Policy or claim number ready as a reference.

##### Step two

Within 5 business days of receipt, your broker or agent will send you an acknowledgement in writing, informing you of the person who will be dealing with your concerns, and confirming our understanding of the issues you raised, if appropriate.

If we are unable to respond immediately, a written response will be given within 20 business days, unless the issue is sufficiently complicated to warrant further investigation, or if it requires a review of information outstanding from a third party, in which case you will be advised accordingly. If we have to do this we will inform you in writing of the reasons why we have been unable to resolve your problem and why we need more time to do so. We will also tell you when you can expect our final response.

##### Step three

If you are unable to resolve the situation and wish to make a complaint, you can do so at any time by referring the matter to Policyholder and Market Assistance, Lloyds Complaints Department, Lloyds, One Lime Street, London, EC3M 7HA.

Tel: 020 7327 5693

Fax: 020 7327 5225

E-mail: [lloyds-regulatory-complaints@lloyds.com](mailto:lloyds-regulatory-complaints@lloyds.com)

##### Step four

Complaints that cannot be resolved by Policyholder and Market Assistance may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

## **(RE)INSURERS LIABILITY CLAUSE**

### **(Re)insurer's liability several not joint**

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

### **Proportion of liability**

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

21/6/07  
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