

The Yacht & Boat Club Policy

A SUMMARY OF COVER



Judged on our ability to understand risk and provide solutions

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 Yacht & Boat Club 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 Yacht & Boat Club Policy is a 12 month policy providing combined insurance for yacht & boat clubs in the UK whether coastal or inland. English Law applies to the contract.

You should select the sections and items for which you require cover. You are not automatically covered for every section. The sums insured you choose will be the limit of insurers' liability and should represent the full values at risk. If they do not, payments may be reduced in the event of a claim.

The following Sections and Sub-Sections are available

Section 1 Material Damage

This Section deals with physical loss or damage to your business property.

Section 1(A) – Business Property at your Premises

This covers All Risks of loss or damage to the items which you select for cover. These can include buildings, stock (including bar stock), computers and associated equipment, other business equipment and office and club-house contents, members' personal effects, yard plant, marina installations, boat moulds and other items you may specify such as sea walls, slipways, gaming machines, oil tanks and their contents. The sums insured on Buildings should include fixtures & fittings, fixed glass, underground services, foundations, outbuildings, walls, fences and gates, architects' & surveyors' fees and the costs of removal of debris and shoring up. You can choose to link Building sums insured to the General Building Cost Index to protect them against inflation.

Cover also includes theft damage to buildings which are your responsibility, replacement of locks following theft of keys, tracing and making good an escape of water or oil, removal of fallen or dangerous trees.

We do not cover loss or damage resulting from wear and tear, gradual deterioration, frost, faulty workmanship, latent defect, fraud or dishonesty, mechanical or electrical breakdown. Subsidence is also excluded although this can be added as an extension of cover. Theft cover is restricted to theft following forcible and violent entry to or exit from buildings, although yard plant and boat moulds are covered in a locked compound. Weather damage is excluded for moveable property in the open apart from yard plant and marina installations. If you choose to cover frozen food your freezer must be less than 15 years old.

Section 1(B) – Business Property away from the Premises

You can insure cups & trophies, portable communication equipment and other items that you take and use away from your premises. You should state the geographical limits or location for which cover is required for each item. Cover is similar to that under Section 1(A) but loss by theft from unattended vehicles is restricted.

Section 2 – Marine

Section 2(A) - Vessels

You can insure all vessels and their equipment, engines and trailers belonging to the business – club boats, workboats, safety boats etc.. Cover is for physical loss or damage to your vessels caused by accident, latent defects, negligence, malicious acts of third parties, theft of the entire vessel, or theft of machinery gear equipment and personal property following forcible and violent entry to or exit from the vessel. Racing risks are included automatically for craft up to 5 metres in length

Covered within the sum insured are salvage charges, wreck removal, bottom inspection and the cost of minimising a loss. Extensions of cover are available for racing risks for larger craft, transit risks, private use and for additional equipment.

Survey reports by a qualified marine surveyor may be required depending on age, size and construction of some vessels. Any increase in value over the price paid for a vessel may have to be substantiated by professional valuation.

You are not covered for loss or damage caused by wear, tear or depreciation, latent defects in your own work, insects, vermin or marine growth, osmosis, war, terrorism, your own malicious acts or those of your family or any person on board or having access to

the vessel with your consent. Nor are you covered for damage to sails and protective covers caused by wind, mechanical breakdown to machinery or transit damage to vessels over 10 metres long unless agreed.

You are also insured for your legal liability, or that of any club member or other person using one of your vessels with your permission, to third parties (except for employees in the course of their employment by you) arising out of the use of the vessel up to the limit of indemnity stated on the schedule. We include liability from one member to another and liability arising from tuition.

We do not cover divers in the water, water-skiing, wakeboarding, parascending, kiting, towing of toys or third party claims while the vessel is on land being towed or transported.

Section 3 – Financial Loss

Section 3(A) – Business Interruption

Under this section you are covered for consequential loss of gross revenue following loss or damage by an insured risk to property insured by Section 1. The extra costs of emergency measures to keep the business operating and to minimise the effects of the damage are also included up to the amount insured. Extensions of cover for loss of revenue following damage elsewhere than at your premises or if a notifiable disease occurs at the premises can be included.

Section 3(B) – Loss of Money

This section covers loss of money by theft, robbery or accidental cause on the premises, in transit or at the homes of directors, club officials, club members or authorised employees. It also covers loss or damage caused by theft to safes, cases or bags containing money and to personal effects or clothing worn by you or those carrying money. Personal Accident Benefits for injuries incurred as a result of robbery can be included.

Section 3(C) - Loss of Licence

If your premises are licensed for the sale of alcohol, you can insure for the reduction in revenue of your business caused by forfeiture of your licence or the refusal of any authority to renew the licence. Cover includes costs and expenses incurred in connection with any appeal against the decision. We do not cover you if the loss of licence stems from any act or neglect of your own or as a result of any redevelopment schemes.

Section 4 - Liabilities

Section 4(A) - Employers Liability

This section covers your legal liability for injury to employees, labour-only sub-contractors and voluntary helpers. Injury includes death, illness, disease or nervous shock occurring in the course of their employment. Legal costs in defending a prosecution under the Health & Safety at Work Legislation are included as are the costs of representation at a coroner's inquest or fatal accident hearing. Compensation is also included for unsatisfied court judgements

Employees are covered anywhere in the United Kingdom, or working elsewhere in the world if they are based in the United Kingdom, or for vessel crew anywhere in the cruising area you stipulate.

The limit of our liability in respect of any one event including legal costs and solicitors' fees is £10,000,000 (restricted to £5,000,000 in respect of Terrorism). This cover complies with current legislation relating to compulsory insurance.

We do not cover working in or on Offshore installations, sub-aqua work, Road Traffic Act injuries, working with asbestos or on large vessels.

Section 4(B) - Public & 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 section. 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 to craft on your moorings, laid up ashore, or while shifting, slipping, lifting out, launching or re-floating craft
- liability while ferrying persons to or from their vessels
- liability for negligent placing of starting guns, marker buoys or incorrect signals
- liability resulting from tuition, instruction or training provided by you
- member to member liability
- liability arising from the use of yardboats, including shifting and towing vessels within certain limits
- 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 & cloakroom liability

- liability for vessels in your custody
- liability incurred when taking part in club activities or whilst on club business anywhere in the UK or European Union. Overseas business trips are included and whilst at exhibitions in the UK
- liability for damage to premises hired or rented to you for the business
- 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 arrest, detention, imprisonment or eviction or accusation of shoplifting
- “damage” includes economic loss arising from any obstruction, trespass, nuisance or interference with any right of way, air, light, water or other easement
- liability incurred under Section 3 of the Defective Premises Act or Section 5 of the Defective Premises Act (Northern Ireland) Order 1975 or Part 11 Section 13 of the Data Protection Act 1998 (liability limited to £50,000)
- legal costs (including claimants’ costs) arising out of any claim made on you for injury or damage, or out of any prosecution under Part 2 of the Consumer Protection Act 1987 or Part 2 of the Food Safety Act 1990. Limits are placed on the amount of some of these costs.
- 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)
- injury to employees in the course of their employment
- the use or navigation of craft other than as stated in the cover included above
- 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, club officials, members, visitors or employees
- libel, slander, infringement of copyright, patents, trade names, trade marks or registered design
- your own deliberate act or omission
- abuse
- provision of medical treatment other than first aid or ambulance services
- damage to vessels under construction or in the course of assembly which you own, hire, lease, rent or manage or which are the subject of a brokerage agreement to which you are a party
- loss or damage to that part of any property on which you have been working where the loss or damage results from such work
- 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
- handling asbestos

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 outboard motors must be kept in a locked place of storage or 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.
- Buoyancy aids must be made available to all students under tuition
- Adequate and properly equipped safety vessels must be in attendance at all races or regattas for which you are responsible

The insurance by both Sections 3A and 3B is extended to cover your legal liability for legal costs incurred in defending a prosecution under the Health & Safety at Work Act 1974 or the Corporate Manslaughter & Corporate Homicide Act 2007. Liability under this extension is limited to £1,000,000. Cover is also extended to include Court Attendance Costs for directors, club officials and employees for limited amounts.

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

Some sections of your policy may be subject to excesses, which are amounts you must pay in the event of each and every claim. Certain claims limits may also apply. For property and vessel insurance the most we will pay is the sum insured set against the item on the policy schedule, for liability claims the Limit of our Liability 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.

Some Sections, however, are subject to a minimum premium for which no return is allowed for mid-term cancellation.

Claims Notification

You must report all claims to Mercia Underwriting Solutions Limited immediately. If you telephone please have your policy number ready to quote. In the event of a claim for theft or malicious damage or riot you should also notify promptly the local police and obtain a crime number. No admission of liability should be made for any injury or damage to third parties or their property.

Security for the contract

The policy is underwritten by Travelers Insurance Company Ltd., a limited company registered in England under company number **03207530**. 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 <http://www.fsa.gov.uk/register/home.do> 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 Underwriting Solutions Limited 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 Underwriting Solutions Limited 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 Underwriting Solutions Limited, First Floor, Christ Church Hall, Avenue Road, Malvern WR14 3AY

Please quote any reference, claim number or policy number if available.

How will Mercia Underwriting Solutions Limited 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 Syndicate Management 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.

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. Their address is:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR
Tel: 0207 964 1000

If your complaint does not relate to any General Insurance Product or General Insurance Activity-related service that Mercia Underwriting Solutions Limited 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.