



### Quaysiders' Insurance Policy

#### DeNovo Underwriting Agencies Ltd

Quay View  
Admiral's Court  
Quay Road  
Lymington  
Hants, SO41 3ET  
Tel 01590 670055 Fax 01590 670155

**Please note this document is a summary of the main terms, conditions and exclusions of the policy. It is not intended to form part of the contract of insurance and you are advised to read the full Policy Terms & Conditions.**

#### General Conditions and Exclusions

1. Excludes any claim if it is fraudulent in any way.
2. Excludes damage caused by infidelity or dishonesty.
3. Premium is calculated on estimates supplied and is subject to annual declaration and adjustment at expiry on the actual figures.
4. Subject to English Law and Jurisdiction.

#### Warranties

1. Warranted cruising within the limits stated in the Policy Certificate or, held covered on terms to be arranged (subject to prompt advice).
2. Warranted that the maximum designed speed of the insured vessel, or parent vessel in the case of a vessel with boat(s) does not exceed 17 knots. Where Insurers have agreed to delete this warranty, the conditions of the speedboat clause shall also apply.
3. Warranted not to be let out on hire or charter unless specifically agreed by Underwriters and endorsed thereon.
4. Warranted that the Insured shall take all reasonable steps to maintain all vessels in a proper state of repair and seaworthiness and to safeguard them from damage.
5. The Insured shall give the Underwriters immediate notice in writing of any alteration which materially affects the risks insured.

#### Section 1A – Property Damage – Building and Business Equipment

**Coverage** – Against damage to property caused by Accident, Fire, Lightning, Flood, or Malicious Acts.

**Main Exclusions** – Damage to moveable property in the open, unexplained disappearance, boilers, faulty/defective design/workmanship, subsidence, mechanical or electrical breakdown.

#### Section 1B – Property Damage – Stock, Chandlery and Vessels

**Coverage** – Against damage caused by specified perils (e.g. accident, fire, lightning, flood, malicious acts, outboard motor(s) dropping off or falling overboard, theft, etc).

**Main Exclusions** – Wear and tear, depreciation, mechanical/electrical derangement. Defective workmanship, damage to motor or electrical machinery unless caused by accidental incursion of water into the hull or vessel being stranded or sunk, on fire, in collision.

#### Section 1C – Property Damage – Builders Risks

**Coverage** – Vessels under construction against damage caused by specified perils (e.g. accident, fire, lightning, flood, malicious acts, theft, etc).

#### Section 1D – Property Damage – Frozen food

**Coverage** – Damage to food in the cold chamber of the plant by deterioration or putrefaction caused by rise or fall in temperature resulting from breakdown of the plant.

**Main Exclusions** – reduced efficiency from any cause, any failure of electrical current which does not involve total stoppage for at least 30 consecutive minutes, deliberate act by the supplier authority, strike, lock out, riot or civil commotion.

#### Section 1E – Property Damage – Goods in Transit

**Coverage** – Damage to property relevant to the business whilst in transit by land or water including loading and unloading.

**Main Exclusions** – Vessels owned, hired, or leased by the Insured unless stated otherwise in the Schedule, bullion and money, video and audio equipment, cigarettes, tobacco, wines, spirits, property stored at a rental or for a predetermined period or under contract, theft from an unattended vehicle unless all access points are locked, inherent vice, delay or unexplained shortage, moth, vermin, etc, dishonesty of any driver, overloading.

#### Section 1F – Property Damage – Exhibition Risks

**Coverage** – Accidental damage to exhibition property at any exhibition or whilst in direct transit to/from any exhibition.

**Main Exclusions** – Loss of market, loss of profit, delay or consequential loss, money or securities, theft during the exhibition hours unless the stand is attended by the Insured or an employee of the Insured at all times, thefts unless exhibition room is attended by security personnel or entry or exit involves forcible and/or violent means.

#### Section 2A – Financial Loss – Business Interruption

**Coverage** – If the business carried on by the Insured at the premises is interrupted or interfered with because of damage by a cause specified in Section 1 – Property Damage.

**Main Exclusions** – No cover unless premises are covered under Section 1. Excluding losses from erasure, loss, distortion or corruption of information on computer systems.

#### Section 2B – Financial Loss – Money

**Coverage** – Cover against damage, theft of or attempted theft whilst in the premises, in transit, in a bank night safe, in the dwelling of the Insured. Limits as per policy certificate. Policy can also be extended to include Personal Accident Assault if the Money section is operative.

**Main Exclusions** – Loss/damage due to error or omission in receipts, payments or accounting practice, consequential loss of any kind, damage due to the dishonesty of any director, partner or employee unless discovered within 7 working days of its occurrence.

#### Section 2C – Financial Loss – P.A. Assault

See above under Money Section.

#### Section 3A – Liabilities – Employers Liability

**Coverage** – If any Employee sustains bodily injury arising out of and in the course of employment by the Insured the Insurers will indemnify the Insured against legal liability for damages subject to certain conditions having been complied with.

Limit of indemnity – as stated in the policy certificate.

Extensions – Contractual liability, Costs and Expenses, HSAW, etc Act 1974, Compensation for Court Attendance.

#### Section 3B – Liabilities – Public and Products Liability

**Coverage** – Insurers will indemnify the Insured up to the limit of indemnity against liability incurred by them during the period of insurance arising out of and in the course of business.

Extensions – Contractual liability, Indemnity to Principal, Leased Premises, HSWA, etc Act 1974, Compensation for Court Attendance, Sudden and Accidental Pollution.

**Main Exclusions** – In respect of Products the first 10% or £5,000 whichever is the greater of the liability, damages, costs or expenses which should be retained by the Insured as his own liability and uninsured.

Liability arising from Use/Ownership of hovercraft / aircraft / mechanically propelled vehicles. Liability arising from advice, instruction or design given for a fee. Liability arising out of the use of heat unless certain conditions are complied with.

### **Section 3C – Liabilities – Yacht Yard Indemnity including Public and Products Liability in respect of Goods Sold and/or Supplied Only.**

**Coverage** – Insurers will indemnify the Insured in respect of legal liability incurred in respect of bodily injury to any person (excluding employees) and damage to any property (excluding Property in which the Insured has any interest).

Liability for accidental loss of or damage to products sold and/or supplied caused by a defect in a part of the products or by the negligence of the Insured in the design or construction of the products.

**Main Exclusions** – In respect of Products the first 10% or £5,000 whichever is the greater of the liability, damages, costs or expenses which should be retained by the Insured as his own liability and uninsured.

Liquidated damages, fines or penalties, financial loss, cost of rectifying defective work, vessels under construction, aircraft, mechanically propelled vehicles requiring insurance to be effective by virtue of The Road Traffic Acts, professional indemnity.

### **Section 3D – Liabilities – Third Party and Passenger Liability**

**Coverage** – Indemnity against any legal liability arising in respect of bodily injury / damage to property by reason of Insured's interest in any vessel.

**Main Exclusions** – Employees, water skiers, para-kiting, bodily injury / damage to property of fare paying passengers unless specifically included, damages under contract, fines or penalties, medical expenses.

#### **Security**

Certain Underwriters at Lloyd's of London in respect of all Sections except Employers and Public & Products Liability (Manufacturing) which are placed with XL Catlin Insurance UK Ltd.

#### **Policy Period**

12 months unless agreed otherwise by Insurers.

#### **Claims**

To be notified to DeNovo Underwriting Agencies Ltd at the above address / telephone number.

When reporting a claim you will need to supply us with the following information :-

1. The date of the incident that is giving rise to the claim.
2. The details of the incident.
3. The details of the damage that has occurred.
4. Where the vessel is currently located or moored if the damage relates to a vessel.
5. Any other information that we may request.

#### **How to Complain**

We aim to provide you with a high level of service at all times, however if you have any questions or concerns about this insurance or the handling of a claim, please contact us to discuss:

DeNovo Underwriting Agencies Ltd  
Quay View  
Admiral's Court  
Quay Road  
Lymington  
Hampshire, SO41 3ET

E-mail: [jd@denovo-group.com](mailto:jd@denovo-group.com)  
Telephone: 01590 670055  
Fax: 01590 670155

In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to the Complaints Manager at XL Catlin Underwriting Agencies Limited. The address is:

Complaints Manager  
XL Catlin Underwriting Agencies Limited  
20 Gracechurch Street  
London  
EC3V 0BG

Telephone Number: +44 (0) 20 7743 8487  
Email: [xlcatlinukcomplaints@xlcatlin.com](mailto:xlcatlinukcomplaints@xlcatlin.com)

If you remain dissatisfied after XL Catlin has considered your complaint, you may refer your complaint to Lloyd's. Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from XL Catlin at the above address or from Lloyd's at:

Lloyds' Complaints  
One Lime Street  
London  
EC3M 7HA

If you remain dissatisfied after Lloyd's has considered your complaint, or you have not received a decision by the time XL Catlin and Lloyd's have taken 8 weeks overall to consider the complaint you may refer the complaint to The Financial Ombudsman Service at:

Exchange Tower  
London  
E14 9SR  
United Kingdom

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

From within the United Kingdom:

Telephone Number: 0800 0234 567 (free for people phoning from a "fixed line", for example, a landline at home)

Telephone Number: 0300 1239 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

From outside the United Kingdom:

Telephone Number: +44 (0) 20 7964 1000  
Facsimile Number: +44 (0) 20 7964 1001

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

#### **Regulation**

DeNovo Underwriting Agencies Ltd, Quay View, Admirals Court, Quay Road, Lymington, Hampshire, SO41 3ET is authorised and regulated by the Financial Conduct Authority (FCA) (Firm Reference No: 306915). You can check this on the FCA's Register by visiting the FCA's website: [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by contacting the FCA on 0800 111 6768.

XL Catlin Underwriting Agencies Limited is covered by the Financial Services Compensation Scheme. The Insured may be entitled to compensation from the scheme if we are unable to meet our obligations under this contract of insurance. If the Insured were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk).

Insurance advising and arranging is covered for 100% of the first £2,000.00 and 90% of the remainder of the claim, without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS.