

# MOBILE MARINE TRADESMAN

## Risk Profile/Policy Summary

March 2018 Edition



This document is a summary of the risk profile and the insurance cover provided by Your KGM Mobile Marine Tradesman Policy and, as such, it does not contain the full terms and conditions of Your insurance Policy. You can find the full terms and conditions of the product in Your Policy wording which should be read in conjunction with Your Schedule and/or Statement of Fact.

**This summary is for Your information purposes only and does not form part of Your insurance contract.**

This document outlines:

- Risk Profile
- The features and benefits of Your cover including any significant exclusions and limitations
- Details of Your Insurance provider
- How to make a claim
- Your cancellation rights
- Complaints Procedures
- Financial Services Compensation Scheme (FSCS) details

The maximum amount We will pay in the event of a claim under each section is the Limit shown within Your Policy Wording, Your Schedule and/or Your Statement of Fact.

Risk Profile			
Criteria	Standard Cover	Optional Cover	Significant Exclusions and Limitations
<p>To qualify for this Policy You must:</p> <ul style="list-style-type: none"> <li>• be a mobile sole trader engaged in business activities related to the UK Marine industry</li> <li>• have no Employees</li> <li>• have no Business Premises and work from Your home address</li> <li>• have an annual Turnover equal to or less than £100,000</li> <li>• have no claims / incidents, convictions, bankruptcy, H&amp;S proceedings etc in last 5 years</li> <li>• Work on Private Pleasure craft up to 30 metres and Commercial craft up to 24 metres in length</li> </ul> <p>Please note:</p> <ul style="list-style-type: none"> <li>• Non-marine work excluded</li> <li>• There is no Construction Plant-hire Association (CPA) extension under this Policy.</li> </ul>	✓	x	<ul style="list-style-type: none"> <li>• Certain Business Activities only covered:</li> </ul> <p>Trades:</p> <ul style="list-style-type: none"> <li>• Boat Repairs / Service / Maintenance / Mechanical / Electrical work / Antifouling</li> <li>• Gas Installers / Service / Repair</li> <li>• Moorings Operators / Maintenance / Service / Repair (excluding diving)</li> <li>• Painting / Sign Writing (excluding Spraying)</li> <li>• Riggers / Sailmakers / Upholsterers</li> <li>• Shrink Wrapping</li> <li>• Tuition (waterborne and land based)</li> <li>• Valeting / Pressure washing (excluding Shot blasting and Sand blasting)</li> <li>• Yacht Surveyors</li> </ul> <p>Excluded Trades:</p> <ul style="list-style-type: none"> <li>• Delivery Skippers</li> <li>• Divers</li> <li>• Professional Skippers / Crew</li> <li>• Boat Hauliers</li> <li>• Work on Offshore Installations</li> <li>• Marine Structures Construction Contractors</li> <li>• Non-marine work</li> </ul> <ul style="list-style-type: none"> <li>• Restrictions may apply to the type and value of Vessels You work on – full details in Your Policy wording or Schedule</li> </ul>

Public and Products Liability			
Cover Features and Benefits	Standard Cover	Optional Cover	Significant Exclusions and Limitations
<b>Public Liability</b>			
<p>We will indemnify You against all sums that You become legally liable to pay as Compensation and Costs and Expenses in respect of:</p> <ul style="list-style-type: none"> <li>• Injury to any person;</li> <li>• loss of or Damage to tangible property;</li> <li>• nuisance or trespass, obstruction, loss of amenities or interference with any right of way, light, air or water or other easement</li> </ul> <p>occurring during the Period of Insurance within the Territorial Limits in the course of Your Business.</p>	<p>✓</p> <p>£3,000,000</p> <p>Any one incident</p>	<p>✓</p> <p>£5,000,000</p> <p>Any one incident</p>	<ul style="list-style-type: none"> <li>• Fines and penalties</li> <li>• Liability for which compulsory motor insurance is required</li> <li>• Liability assumed by contract</li> <li>• Gradual pollution</li> <li>• Work within the Aerospace industry</li> </ul>
Legal Liability cover for Damage to Third Party Vessels in Your care, custody or control	✓	x	<ul style="list-style-type: none"> <li>• Punitive, exemplary, aggravated, additional, compensatory damages</li> <li>• Costs of rectifying property arising out of the presence of asbestos</li> </ul>
Movement of Third Party owned Vessels	✓	x	
Consequences of Faulty Workmanship	✓	x	<ul style="list-style-type: none"> <li>• Work involving Offshore installations</li> </ul>
Work on non-recreational craft up to twenty four (24) metres in length	x	✓	<ul style="list-style-type: none"> <li>• Advice for a fee</li> </ul>
Heat Work Away from Your Premises	✓	x	<ul style="list-style-type: none"> <li>• Diving</li> </ul>
Personal Liability whilst abroad on business	✓	x	<ul style="list-style-type: none"> <li>• Loss of Use involving Non-Recreational Craft</li> <li>• Terrorism</li> <li>• Use of heat away from Your Premises precautions</li> <li>• Asbestos (see Policy Wording)</li> </ul>
Legal Liability incurred under the Data Protection Act	✓	x	See Your Policy wording or Schedule for limits
Corporate Manslaughter	✓	x	
<b>Products Liability</b>			
<p>We will indemnify You against all sums that You become legally liable to pay as Compensation and Costs and Expenses in respect of:</p> <ul style="list-style-type: none"> <li>• Injury to any person;</li> <li>• loss of or Damage to tangible property;</li> </ul> <p>occurring during the Period of Insurance within the Territorial Limits caused by any Product Supplied.</p>	<p>✓</p> <p>£3,000,000 per period of insurance</p>	<p>✓</p> <p>£5,000,000 per period of insurance</p>	<ul style="list-style-type: none"> <li>• Terrorism</li> <li>• Products knowingly supplied for use in or on aircraft</li> <li>• Refunds/recalls/rectifications</li> <li>• Failure of Products Supplied to perform</li> <li>• Products supplied to any Offshore installation</li> <li>• Advice for a fee</li> <li>• Pure Financial Loss</li> <li>• Contractual Liabilities</li> <li>• Property Owned/Leased/Hired or in Your care, custody or control</li> <li>• Gradual pollution</li> <li>• Asbestos (see Policy Wording)</li> </ul>

<b>Public and Products Liability</b>			
Consumer Protection Act and Food Safety Act Costs	✓	x	
Contingent Motor Liability	✓	x	
Contractual Liability and Indemnity to Principal	✓	x	
Corporate Manslaughter and Corporate Homicide Act 2007	✓	x	
Data Protection Act 1998	✓	x	
Health and Safety at Work Costs	✓	x	
Legal costs in respect of prosecutions under the Health and Safety at Work etc. Act 1974 or Part II Consumer Protection Act	✓	x	
Overseas Personal Liability	✓	x	

### Policy Significant or Unusual Exclusions and Limitations

Significant or Unusual Exclusions and Limitations	Applies to
Advice for a Fee Asbestos Computer, data processing equipment and data operator error, virus or hacking Date Recognition Employees Fines and Penalties Liability assumed under Contract Nuclear Risks Offshore Pollution & Contamination Punitive Damages Sanctions Limitations Sonic Bangs War, Government Action and Terrorism (available as optional extra)	Public and Products Liability
<b>Policy Excesses</b>	
Public Liability / Products Liability	£500 in respect of Third Party Property Damage. Increased to £1,000 in respect of Heat Work Away and work on Non-Recreational Craft.

### Insurance Providers

This insurance is underwritten by Markel International Insurance Company Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register number 202570. Registered in England & Wales, no. 00966670. Registered office: 20 Fenchurch Street, London, EC3M 3AZ, United Kingdom

Administered by: KGM Underwriting Services Limited.

KGM Underwriting Services Limited is an appointed representative of Canopus Managing Agents Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register number 204847.) Registered in England & Wales, no. 01514453. Registered office: Gallery 9, One Lime Street, London EC3M 7HA.

### The Law Applicable

In the absence of agreement to the contrary, Your Policy shall be governed by and construed in accordance with the laws of England and Wales. Any dispute relating to limits terms, conditions and exceptions or validity of Your Policy shall be subject to the jurisdiction of the courts of England and Wales.

### How to Make a Claim

In the first instance utilise the claim notification phone numbers and the Claims Condition detailed in Your Policy or contact Your Insurance Advisor.

### Your Right to Cancel

Cooling-off period

If this cover does not meet with Your requirements, please contact Your Insurance Adviser who has arranged the cover, within fourteen (14) days of receipt. We will return any Premium paid in full providing there have been no claims or incidents reported

### Outside the cooling-off period

You may cancel Your Policy at any time by providing prior written notice to Your Insurance Adviser. Providing You have not incurred eligible claims or incidents likely to give rise to an eligible claim during the period We have been on cover, We will retain an amount of the Premium in proportion to the time We have been on cover and return the balance to You with the exception of minimum and deposit retained Premium.

We reserve the right to cancel Your Policy by providing fourteen (14) days' notice by registered post to Your last known address. The reason for cancellation will be set out in Our letter to You. We will retain an amount of the Premium in proportion to the time We have been on cover and return the balance to You with the exception of minimum and deposit retained Premium.

### How to Complain

Your Insurer is committed to providing a high quality and professional service and to maintain fair outcomes for our customers. If You are dissatisfied or have any complaints about Your Policy or the handling of a claim You should, in the first instance, contact Laura Green on the following details:

By telephone: +44 (0)20 7953 6020  
 Email: [complaints@markelintl.com](mailto:complaints@markelintl.com)  
 Write to: Legal & Regulatory, Markel International, London, EC3M 3AZ

By telephone: +44 (0)20 7953 6020  
 Email: [complaints@markelintl.com](mailto:complaints@markelintl.com)  
 Write to: Legal & Regulatory, Markel International, London, EC3M 3AZ

The aim of this procedure is to settle the complaint fairly and as quickly as possible. We will use Our best endeavors to comply with the timeframes set out below.

1. A complaint received by Markel International Insurance Company Ltd (whether by letter, facsimile, e-mail, telephone conversation or other oral representation) will be allocated to an appropriate person to carry out an independent review of the justification of the complaint.
2. Complaints will be acknowledged in writing no later than 5 working days after receipt. That acknowledgement will include the name of the person who will be reviewing the complaint and a copy of this Complaint Procedure.
3. We will try to resolve a complaint within 4 weeks and give a written final response, or send an interim response explaining why we are not yet in a position to resolve matters.
4. By the end of eight weeks following receipt of a complaint, a final response will be issued or a further interim response giving an indication as to when a final response can be expected.
5. When we issue our acknowledgement of the complaint and our final response we will include a copy of a leaflet published by Financial Ombudsman Service ("FOS").

The FOS operates a dispute resolution facility for consumers, micro-enterprises (small businesses), small charities and trustees. An eligible complainant has up to six months to register a complaint with the FOS if the outcome was not to their satisfaction. Should it prove necessary for the FOS to make a determination and the complainant accepts it, then we are bound by that determination up to a specified maximum amount.

You can contact the FOS at: Financial Ombudsman Service, Exchange Tower, London E14 9SR Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Telephone: 0800 0234 567 (normally free for land line users)

Telephone: 0300 1239 123 (charged at the same rate as 01 or 02 numbers on mobile phone tariffs) Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### Financial Services Compensation Scheme (FSCS)

You may be entitled to compensation from the scheme if We are unable to meet Our obligations to You under Your Policy. If You were entitled to compensation under the scheme, the level and extent of the compensation would depend on the nature of Your Policy. Information about the scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU) Tel: 0800 678 1100 (Freephone) or 020 7741 4100. Website: [www.FSCS.org.uk](http://www.FSCS.org.uk)