

**The
Lock & Quay
Public Liability Only
Policy**



Judged on our ability to understand risk and provide solutions

LOCK & QUAY PUBLIC LIABILITY POLICY

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Mercia Risk Management

Mercia Underwriting Solutions Ltd are delighted to include our Risk Management Service, www.merciamarinerisk.co.uk

In the current working environment even minor accidents or disputes can have potentially litigious and costly consequences. Getting employment legislation and Health and Safety compliance right is therefore essential for a business to thrive!

Our risk management service will provide you with the means to manage all aspects of staff employment and workplace safety - more easily, more effectively and more profitably.

Membership brings access to a wide range of facilities, designed to help you stay compliant with current legislation and alerts you to any changes or current issues which may impact on your business.

Services include:



Health & Safety

Your membership will help you enjoy a safe and productive working environment, whilst at the same time, give you peace of mind on the continuing welfare of your employees. It will help you to keep up to speed on all aspects of Health & Safety affecting your workplace

Human Resources

The majority of employers deal with their employees fairly. Nonetheless, tribunals are often unable to determine "fair" treatment due to the lack of an "audit trail" which records the opportunities and warnings an employee has received prior to their dismissal or resignation. Our service is designed to help managers deal with employees in a way that is not only fair but seen to be fair. Your membership provides round the clock access to a source of information concerning employment matters written in a style that avoids legal jargon

Driving Risk

Directors and Senior Managers now face fierce fines and even prison if they fail to adequately manage the 'duty of care' for their employees that drive. **Driving at Work Click** has been created specifically to assist companies and organisations in the management of occupational road risk

Business Continuity Portal

A business continuity plan (BCP) is a document that **outlines how a business will continue operating during an unplanned disruption in service**. It's more comprehensive than a disaster recovery plan and contains contingencies for business processes, assets, human resources and business partners.

E-Learning

Our online e-Learning delivers a cost effective solution to address your health and safety training needs - particularly for those businesses on a tight budget, with a work force spread over multiple locations or just one that struggles to get employees in one room together, for classroom based learning. Specifically designed to make learning easy, enjoyable and effective, these e-Learning courses provide the practical information staff need to effectively deal with typical H&S issues they may encounter at work.

Risk Management Services & E-Learning

Risk Management Services

Mercia Risk Management provides a range of online risk management services enabling businesses to effectively manage all aspects of staff employment and workplace safety.

Features include:

- Self- assessment (risks gap analysis)
- Access to HS and HR consultants on line
- Industry guides for key business areas
- Health & Safety and Human Resources support
- Business Continuity portal
- Document Manager to store your records in one easily accessible location
- A suite of accredited easy to access (anytime, anywhere) e-learning courses to train as many staff as you want for them to effectively and efficiently do their job.

To activate your Risk Management Services please provide us with your email address

E-Learning

This is a web-based, health and safety training system that enables both large and small companies to fulfil their safety training requirements online with greater ease. This diverse system can be accessed securely at any time by your chosen employees as well as your administrator who has full control over the running of your account online

A training session and assessment can be undertaken in a variety of modules, including:

- Workplace accident reporting
- Asbestos management
- Slips, trips and falls
- Managing first aid in the workplace
- Manual handling
- Workplace health and safety management
- Workplace risk assessment
- Workplace fire safety

Each training session lasts between 25 - 45 minutes and includes multiple choice self-tests at the end of each training module. The answers to these questions are recorded. The administrator will have full access to the training record of each trainee. The user will get a certificate certifying their competence when they successfully passed the test.

All the courses are fully accredited by leading industry experts like RoSPA, CIPD and NOS (National Occupational Standards) who governs NVQ qualification. Qualifying candidates will be able to claim credits against their NVQ qualifications if they are pursuing.

The Lock & Quay Public Liability Only Policy

A: Introduction

Your Policy is arranged through Mercia Underwriting Solutions Limited who are authorised by the Insurers to sign and issue policy documentation on their behalf. Their address is First Floor, Christ Church Hall, Avenue Road, Malvern, Worcestershire, WR14 3AY, telephone number 01684 564457, email: marine@musl.co.uk. All correspondence about this Policy should be addressed to Mercia Underwriting Solutions Ltd.

Your Lock & Quay Public Liability Only Policy is made up of several parts which must be read together as they form your contract of insurance with the Insurer. Please take time to read all parts of the Policy to make sure they meet and continue to meet your needs and that you understand the terms, exclusions and conditions. If you wish to change anything or if there is anything you do not understand, please let your insurance adviser know.

The parts of the Policy are:

- the Statement of Fact
- this Introduction; the Insuring Clause; the Policy Definitions, the Policy Exclusions and the Policy Conditions, all of which apply to all Sections of the Policy
- the Sections of cover provided, including the Section Definitions, Extensions, Conditions and Exclusions
- the Schedule, which confirms the Sections of cover that are insured and which includes any additional clauses applied to the Policy

Any Section stated to be 'Not Insured' in the Schedule shall be inoperative. Any word or expression in the Policy which has a specific meaning has the same meaning wherever it appears in the Policy, unless stated otherwise.

Please read the documents carefully. We are obliged to give you certain information before you make your decision to buy this Policy or alternatively to give you a "cooling off" period of 14 days from the time you received this Policy. If the Policy and Schedule do not provide you with the protection you want and you do not wish to continue with the insurance, you may cancel the Policy within this period and, provided that there have been no claims or incidents reported, we will return to you the Premium in full, retaining only our non-returnable Policy Fee.

You are responsible to us for payment of the Premium. We will insure you under those Sections shown on the Schedule subject to the Conditions and other Terms of the Policy during any Period of Insurance for which we have accepted your Premium or for which you have agreed to pay. Reference to payment in Premium includes payment by instalments. If you pay by this method the Policy remains an annual contract and the date of payment and the amount of instalments are governed by the Credit Agreement. If an instalment is not received by the due date then subject to the Consumer Credit Act 1974 you will be given written notice giving 10 days in which to remedy the default prior to your Policy and the Credit Agreement being cancelled, the Policy being cancelled from the date when the payment became due.

B: Complaints and Customer Service Information

We, the Insurers, and Mercia Underwriting Solutions Ltd care about the service we provide to our customers and set ourselves high standards. If your expectations are not met or you are not satisfied in some way, we would like to know. Mercia Underwriting Solutions Ltd is authorised and regulated by the Financial Conduct Authority, (FCA), as an authorised intermediary with registered number 304948, and as such is committed to abiding by the rules of the FCA. The registered address of Mercia Underwriting Solutions Ltd is: 6 Lloyd's Avenue, London, EC3N 3AX.

Security of the Contract

The policy is underwritten by Travelers Insurance Company Ltd. The registered office is One Creechurch Place, Creechurch Lane, London, EC3A 5AF. 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 <https://register.fca.org.uk> or by contacting the FCA on 0800 111 6768.

IMPORTANT NOTE (AGENCY)

In all matters relating to the Lock & Quay Public Liability Only Policy please be aware that Mercia Underwriting Solutions Ltd 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 Ltd 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 Ltd, First Floor, Christ Church Hall, Avenue Road, Malvern WR14 3AY. Email: Trades@musl.co.uk, Phone: 01684 564457

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

How will Mercia Underwriting Solutions Ltd 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 Insurance Company Limited who will respond to you directly and do their best to resolve the problem in a professional and timely manner. 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.

Full details of Travelers Insurance Company's complaints procedure can be found online at: www.travelers.co.uk/iw-documents/uk/documents/ComplaintsProcedure.pdf

For all our customers, if your complaint cannot be resolved to your satisfaction and you are an eligible complainant (a private individual or small business), you may refer your complaint to the Financial Ombudsman Service (FOS) whose contact details are:

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Address: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

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

C: General Data Protection Regulations

USING PERSONAL INFORMATION

How we treat information about you and your rights under data protection legislation

In order to provide our insurance services, Mercia Underwriting Solutions Ltd and Travelers Insurance Company Limited (your Insurer) acting as a Data Controllers will collect certain personal information about you. The type of information that we collect will depend on our relationship with you. For example, you may be a Travelers policyholder, prospective policyholder or a third party making a claim under a Travelers insurance policy.

If you provide us with personal information about a third party, you should share this notice with them.

We will also collect different types of information depending upon the kind of insurance cover we are being asked to provide or the kind of claim we are being asked to assess or pay.

Some of the information we collect may be classified as 'special category data', which is data that may contain information about physical or mental health, religious beliefs and criminal and disciplinary offences (including convictions).

Your personal information may be used in a number of ways including:

- considering an application for insurance,
- providing and administering an insurance policy,
- handling claims including claims validation,
- preventing and detecting fraud, including providing information to the relevant authorities.

Where relevant, we will share your information with other companies in the Mercia division, Travelers group, third parties such as claims handlers, loss adjusters, other insurers and reinsurers, fraud prevention agencies, service companies associated with our products, or as required by law (including providing the information to government or regulatory authorities). This may involve the transfer of your information to countries inside and outside the European Economic Area.

We may also use your personal information for marketing purposes, but only in accordance with your marketing preferences.

For more information about how we process your data and the rights you have, please click:

<http://www.travelers.co.uk/main/privacy-policy.aspx>

The defined terms used in this section shall have the meaning given to those terms in the Data Protection Legislation (as may be amended from time to time).

In the course of providing insurance services to you, your Insurers and Mercia Underwriting Solutions Ltd may have access to Personal Data. It is a Condition that you shall have obtained all necessary authorisations and approvals from Data Subjects prior to disclosing any Personal Data to Mercia Underwriting Solutions Ltd and your Insurers. Your Insurers shall be Data Controllers of any Personal Data you provide to them whether directly or indirectly to or through Mercia Underwriting Solutions Ltd.

Your Insurers and Mercia Underwriting Solutions Ltd undertake that they shall only use any Personal Data provided to them for the purposes of performing services in connection with your Policy. This will include the processes of underwriting, administration and claims assessment as well as any necessary services ancillary thereto.

Your Insurers and Mercia Underwriting Solutions Ltd will hold all Personal Data provided to them securely and shall limit access to such Personal Data to those who have a need to see it. You consent to your Insurers and Mercia Underwriting Solutions Ltd sharing any Personal Data provided to them with their group companies, agents,

reinsurers, claims handlers, loss adjusters, medical professionals and other professional advisors, healthcare management companies and any other necessary service providers with whom your Insurers contract in connection with your Policy.

You acknowledge that your Insurers and Mercia Underwriting Solutions Ltd may be required as a matter of law or regulation to disclose Personal Data provided to them to a court of law or regulatory body such as the PRA or the FCA or any other public body or authority of competent jurisdiction and you consent to any such disclosure.

You acknowledge that the insurance industry maintains certain registers for the purposes of fraud prevention and you consent to your Insurers sharing Personal Data provided to it with fraud prevention agencies and other insurance companies for the purposes of fraud prevention and to validate your claims history.

Our full Privacy Policy is available on request

D: Law and Jurisdiction

We the Insurers and you the Insured are entitled to choose the law applying to this insurance contract and the law applicable to the contract is subject to agreement between the parties.

We propose that the following law shall apply to this insurance contract:

- 1) the law applying to that part of the United Kingdom, Channel Islands or Isle of Man in which you or (if applicable) the first named policy holder resides; or
- 2) in the case of a business the law applying to that part of the United Kingdom, Channel Islands or Isle of Man where it has its principle 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.

Unless this Policy insures vessels for their commercial purposes or cargo carried on vessels, when the English courts have exclusive jurisdiction in respect of any dispute between us and you, you may bring proceedings against us in the jurisdiction either where you are domiciled or in England or in respect of liability, if the courts procedure allows, in the jurisdiction where the harmful event took place.

E: Definitions

The words listed below carry the same meaning wherever they appear in the Policy or Schedule unless their meaning is varied by a specific definition.

Anti-theft Device

A device specifically sold and marketed as a secure method of preventing theft.

Business

Your Business activities as stated to us in your Statement of Fact and stated in your Schedule. In addition the definition of Business will include:

1. the ownership and maintenance of Premises which are also occupied by you in the course of the Business;
2. the upkeep of vehicles and plant which are owned and used by you;
3. the provision and management of catering, social, sports and other organisations for the benefit of your Employees;
4. first-aid, fire, ambulance services and security services in connection with the Premises which you occupy;
5. private work carried out by an Employee for you or any director, partner or senior official for which you consent;
6. participation in exhibitions within the Geographical Limits.

Business Hours

Your usual office, marina, sales, or workshop hours on the Premises (including overtime)

Compensation

The amount awarded to a third party by a Court of Law in respect of damages including interest and costs but excluding all fines, punitive or exemplary damages.

Employee

Any person under Your control in connection with your Business who is:

1. under a contract of service or apprenticeship with you.
2. a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by you.
3. a labour master or person supplied by him.
4. a person engaged by a labour only sub-contractor.
5. a self-employed person working on a labour only basis under your control or supervision.
6. a driver or operator of hired-in plant.
7. a trainee or person undergoing work experience.
8. a voluntary helper.
9. a person working under the Community Offenders Act 1978, the Community Offenders (Scotland) Act 1978 or similar legislation.
10. at your request, an outworker or home worker employed under contract to execute personally any work in connection with your Business.

Endorsement

An alteration in writing to the terms of your Policy.

Excess

The first amount for each and every claim for which You shall be responsible as stated in Your Schedule and, where applicable, as more particularly defined in your Policy.

Geographical Limits

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands or those areas specified on the Schedule.

Injury

Bodily injury to the person including death, illness, disease or nervous shock

Insured

You, the person or entity described in the Schedule who is entitled to benefit by this Policy. If there are two or more persons named in the Schedule then the limit referred to will apply in aggregate and in respect of all claims paid in respect of the same Insured Peril. In addition the definition of Insured will include:

1. any person for whom you are carrying out a contract away from the Premises but only to the extent required by such contract;
2. at your written request:
 - 2.1 any director, partner or Employee in respect of liability for which you would have been entitled to claim under this insurance if the claim had been made against you;
 - 2.2 any officer or member of your catering, social, sports or welfare organisations, first aid, fire or ambulance services in their capacity as such;
 - 2.3 any director, partner or senior official of yours for whom with your consent an Employee is undertaking private work;
 - 2.4 those who hire plant to you to the extent required by the hiring conditions.
3. in the event of your death any personal representative in respect of liability incurred by you.

Insurer

The Insurer stated on the Schedule of this Policy.

Insured Peril

Those risks which are a direct cause of:

1. loss or damage to the Property; or
2. liability

for which we insure you.

Legal Costs

Legal Costs means:

1. legal costs and expenses ordered as payable by you to any claimant by a Court of Competent Jurisdiction in the Geographical Limits and all costs and expenses incurred with our written consent;
2. your legal fees and expenses or of an Insured incurred with our prior written consent and any prosecution costs awarded against such person in respect of:
 - 2.1 the defence of any criminal proceedings brought against an Insured for an offence occurring during the Period of Insurance under the Health and Safety at Work etc. Act 1974 (The Act) and similar safety legislation arising from the Business; and
 - 2.2 an appeal against a conviction arising from such proceedings; provided that we will not be liable for the payment of fines or penalties.

Limit of Our Liability

The maximum amount as shown in your Policy or in your Schedule that we are liable to pay you arising out of any one event or series of events due to one cause.

Offshore

From the time of embarkation by an Employee on to a conveyance at the point of final departure to an offshore rig or offshore platform until disembarkation by that Employee from a conveyance on to land upon return from an offshore rig or offshore platform.

Period of Insurance

The period stated on the Schedule and any further period agreed by us in writing, each such period being a separate Period of Insurance.

Premises

Buildings, outbuildings, yards, staging, jetties, breakwaters, slipways, piers, quays, docks, locks, gangways, pontoons, moorings, driveways, paths, walls, fences, gates at the address(es) shown in your Schedule and the land belonging to it.

Premium

The amount paid or to be paid by you to us for the benefits provided by Your Policy.

Products

All Products pertaining to your Business including materials, parts, components, accessories, containers, packaging and labels of the products which you have sold, supplied, stored, handled, constructed, repaired, altered, treated or transported or on which work has been carried out by you or on your behalf.

Solicitors' Fees

The Fees incurred with our written consent for representation of an Insured at any coroner's inquest or fatal accident inquiry arising from any death or proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of a statutory duty resulting in Injury or loss of or damage to property which may be the subject of a claim under this Section of the Policy.

Terrorism

Any act whether involving violence or the use of force or not or the threat or the preparation thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which is designed to or does intimidate or influence a de jure or de facto government or governmental organisation or the public or disrupt any segment of the economy and from its nature or context is done in connection with political social religious ideological or similar causes and objectives.

Turnover

All monies paid or due to You for goods sold or delivered and for services provided by or from Your Business.

Unoccupied

Premises in which you do not nor intend to have authorised person(s) present during Business Hours.

Vehicle

Any motor vehicle owned and/or operated by you or by your contracted carrier including:

1. a temporary substitution whilst any such vehicle is out of use for maintenance, repair or official testing;
2. any trailer whether attached to a vehicle or not.

Vessel, Boat or Other Watercraft

Vessel or Vessels specified on the Schedule, including its sails, masts & spars, machinery, gear and equipment. Vessel does not include:

1. consumables such as food, lubricants, fuel, paint etc;
2. the trailer for the Vessel or for its Boat(s);
3. the personal property of any person;
4. diving, fishing or sporting equipment;
5. moorings not carried on board.

F: General Exclusions

This Policy does not cover:

1. War Risks and Civil War

Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

2. Terrorism Exclusion

Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

We also exclude loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.

We allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon you.

In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

3. Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons

Loss damage liability or expense directly or indirectly caused by or contributed to by arising from:

1. ionising radiations from or contamination by radioactivity from any nuclear fuel or nuclear waste or from the combustion of nuclear fuel.
2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force of matter.
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.
5. any chemical, biological, bio-chemical, or electromagnetic weapon.

4. Cyber Exclusion

1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process of any other electronic system.

1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

5. Computers

Any loss, damage, expense, consequential loss, additional expenditure or extra expenses, legal liability, fees, costs, expenses, disbursements, awards or other expenses of whatsoever nature directly or indirectly caused by or consisting of or arising in whole or in part from:

1. the way in which any Data Processing System responds to or deals with or fails to respond to or fails to deal with any true calendar date;
2. any Data Processing System responding to or dealing in any way with:
 - 2.1 any data denoting a calendar date or dates as if such data did not denote a calendar date of dates.
 - 2.2 whether such processing system is your property or not and whether operating before, during or after the year 2000.
3. directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking or Denial of Service Attack to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data or any part thereof whether tangible or intangible including but without limitation of any information or programmes of software and whether the property is insured or not;

For the purposes of this exclusion the following definitions shall apply:

Data Processing System

Any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere or otherwise affect the availability of network, network services, network connectivity or information systems included but not limited to the generation of excess or non-genuine traffic within, between and amongst networks;

Hacking

Unauthorised access to any computer or other equipment or component or system or Item which processes, stores, transmits, retrieves or receives data.

Virus or Similar Mechanism

Programme, code, programming instruction or any set of instruction intentionally constructed with the ability to damage, interfere with or otherwise adversely affect the computer programs, data files or operations whether involving self-replication or not including but not limited to Trojan horses, worms and logic bombs.

6. Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

G: General Conditions

1. Fair Presentation of Risk

1. At inception and renewal of this Policy and also when changes are made to it at your request, or by anyone acting for you, you must:
 - 1.1 disclose to us all material facts in a clear and accessible manner; and
 - 1.2 not misrepresent any material facts.
2. If you do not comply with clause 1 of this Condition, we may:
 - 2.1 avoid this Policy, which means that we will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by you is proven by us to be deliberate or reckless in which case we will not return the Premium paid by you; and
 - 2.2 recover from you any amount we have already paid for any claims including costs or expenses we have incurred.

3. If you do not comply with clause 1 of this Condition and the non-disclosure or misrepresentation is not deliberate or reckless this Policy may be affected in one or more of the following ways depending on what we would have done if we had known about the facts which you failed to disclose or misrepresented:
 - 3.1 If we would not have provided you with any cover we will have the option to:
 - 3.1.1 avoid the Policy which means that we will treat it as if it had never existed and repay the Premium paid; and
 - 3.1.2 recover from you any amount we have already paid for any claims including costs or expenses we have incurred.
 - 3.2 If we would have applied different terms to the cover we will have the option to treat this Policy as if those different terms apply. We may recover any payments made by us on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied.
 - 3.3 If we would have charged you a higher Premium for providing the cover we will charge you the additional Premium which you must pay in full.
4. Where this Policy provides cover for any person other than you and that person would, if they had taken out cover in their own name, have done so for purposes wholly or mainly unconnected with their trade, business or profession, we will not invoke the remedies which might otherwise have been available to us under this Condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than you.

Provided always that if the person concerned, or you acting on their behalf, makes a careless misrepresentation of fact, we may invoke the remedies available to us under this Condition as against that particular person as if a separate insurance contract had been issued to them, leaving the remainder of the Policy unaffected.

2. Your Duty – Reasonable Care

It is a **Condition** of this Insurance that you will:

- 2.1 take all reasonable precautions to prevent loss, damage, injury, illness, accident or any other occurrence which might give rise to a liability upon us under the Policy;
- 2.2 exercise reasonable care in the selection and supervision of employees;
- 2.3 take all reasonable steps:
 - 2.3.1 to comply with all statutory and other obligations and regulations imposed by any competent authority; and
 - 2.3.2 to ensure that all Buildings or other structures, installations, ways, implements, plant, machinery and appliances for which you are responsible are substantial, sound and kept in proper order, fit for the purpose for which they are used; and
 - 2.3.3 to maintain all fire-fighting equipment, intruder alarms and closed-circuit television equipment in accordance with manufacturers' instructions; and
 - 2.3.4 maintain all Vessels in a sound condition and seaworthy state; and
- 2.4 as soon as possible after discovery, cause any defect or danger to be made good or remedied and in the meantime, cause such additional precautions to be taken as the circumstances may require;
- 2.5 keep proper books of accounts which are regularly entered up and will allow us to have access to such books and to inspect the same.

3 Change in Facts

You must inform us in writing immediately of:

- 3.1 any alteration in the Premises or Vessels or in the Business or otherwise whereby the risk of loss, damage, injury, illness, accident or of your incurring liability is increased or altered;
- 3.2 any change of the facts previously disclosed to us as stated in the Statement of Fact or Schedules; and at our option we will be entitled to cancel this insurance or to charge an increased Premium.

4 Assignment of this Policy

Neither this policy nor any part of it nor any benefit under it will be assigned by you to any third party without our prior written consent.

5 Cancellation

- 5.1 This Policy may be cancelled:
 - 5.1.1 by us at any time by giving 15 days written notice sent by post to the correspondence address provided and by email if an email address is available, or to your agent; or
 - 5.1.2 by mutual agreement; or
 - 5.1.3 by you by providing written confirmation by email to **Trades@musl.co.uk**
- 5.2 If the Policy is cancelled by us or by mutual agreement, providing there has been no claim during the current Period of Insurance, we will return to you a proportion of the Premium paid in respect of the unexpired Period of Insurance except for those Sections where a minimum premium has been charged.
- 5.3 If the Policy is cancelled by you, providing there has been no claim during the current Period of Insurance, we may return to you a proportion of the Premium paid in respect of the unexpired Period of Insurance subject to any minimum premiums charged for certain Sections as stated on the Schedule and otherwise to a minimum charge of £50.

H: Claims Procedures

1. Check that you have a valid claim

- 1.1 In the event of any occurrence which may give rise to a claim under this Policy, you should check the Policy to ensure that we cover the loss, damage or liability and to ensure that you have complied with the Conditions and other Terms of the Policy.
- 1.2 You should telephone Mercia Underwriting Solutions Limited's Commercial Claims Department on **01684 564457** and be ready to quote the Policy Number. It is essential that you have immediate advice if the damage is serious. Please note that all claims will be dealt with by the Insurer's Claims Department or their appointed Claims Handlers or Adjusters.
- 1.3 Except for the purpose of reducing loss or liability do not instruct repairers without first checking with us.
- 1.4 If somebody is holding you responsible for damage to their property or bodily injury to them, you should not admit liability under any circumstances, nor make any offer or promise of payment, nor should you incur any legal expenses without our consent.

2. Your Obligations

Your obligations are a Condition of this Policy.

You must:

Notification

- 2.1 immediately notify us of any event which might give rise to a claim under the Policy

Written Details

- 2.2 at your own expense and within thirty days of the occurrence of any loss, damage, injury, illness or accident supply full details of the claim in writing to us together with any evidence and information that may be reasonably required by us for the purpose of investigating or verifying the claim and (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith.

Communications from Third Parties

- 2.4 as soon as possible, pass on to us unanswered all communications from third parties relating to any matter which might give rise to a claim under the Policy;

Admission

- 2.5 not admit liability, offer to settle, compromise or pay any claim which might give rise to a claim under the Policy without our prior written consent;

Mitigation

- 1.6 minimise or mitigate any loss, damage, injury or interruption of or interference with the Business;

3. Our Rights

We have the right to:

Repair

- 3.1 decide where and how any damaged Item will be repaired;

Defence

- 3.2 commence or take over and conduct the defence of any claim against or prosecution of you or an Insured Person arising out of an event which might give rise to a claim under the Policy;

Recovery

- 3.3 commence or take over and conduct any claim brought in the name of an Insured to recover sums which are or might be payable under the Policy;

Formal Inquiries

- 3.4 commence or take over and conduct the representation of an Insured at any inquest inquiry or similar proceedings which might give rise to a claim under the Policy;

4. Payment

We will have the absolute right at our discretion at any time to pay the Limit of our Liability (after deduction of any sum already paid) or any lesser amount for which a claim can be settled and we will thereafter be under no further liability except for the payment of costs and expenses incurred prior to the date of payment.

5. Arbitration

If any difference arises as to the amount to be paid under the Policy (liability being otherwise admitted), such difference will be referred to an arbitrator to be appointed by agreement between us. In default of agreement the appointment shall be made by the Chairman of the Association of British Insurers. The making of an award will be a Condition of this Policy to any right of action against us.

1. COVER

We will cover you in respect of your legal liability to third parties for:

- 1.1 Injury to any person;
 - 1.2 loss of or damage to any material property;
 - 1.3 trespass, nuisance, obstruction or interference with any right of way, light, air or water easement resulting in financial loss;
 - 1.4 wrongful arrest, detention, imprisonment or eviction of any person or wrongful accusation of shop lifting;
- arising out of and in connection with the Business and during the Period of Insurance happening:
- 1.5 within the Geographical Limits; or
 - 1.6 within member countries of the European Union where you or your Employees are temporarily engaged in the Business; or
 - 1.7 elsewhere in the world in connection with commercial visits by you or your non-manual Employees normally resident in and travelling from the Geographical Limits; or
 - 1.8 anywhere in the world in respect of Products except for excluded countries.

COVER EXTENSIONS

1. Movement of Vessels

We will cover you for moving, demonstration, tuition or trial trips carried out on Vessels in your care, custody or control, provided such trips are carried out either:

- 1.1 within a radius of one hundred miles from the Premises or from the point of launch or departure; and
- 1.2 for periods not exceeding four hours duration, any one trial; and
- 1.3 on vessels not exceeding the length stated in the Schedule; or
- 1.4 on vessels not being a prototype or original model, designed, built, constructed or assembled by you prior to sale, handing over or delivery of such vessel; or
- 1.5 within one hundred miles from the place where Employees may be working away from the Premises but this limit does not apply to non-tidal inland waters and upstream of the Thames Flood Barrier; or
- 1.6 at a speed not exceeding 45 knots.

2. Working Plant

Notwithstanding Exclusion 3.8 we will cover your liability for

- 2.1 mechanical plant working as a tool of trade on any site where you are working or at your Premises; and
- 2.2 the loading or unloading of any mechanically propelled vehicle or trailer unless Indemnity is granted by any other Insurance;

3. Motor Contingent Liability

Notwithstanding Exclusion 3.8 we will cover your liability for

- 3.1 the use in connection with the Business of any motor vehicle which is not owned, provided or being driven by you. We do not cover:
 - 3.1.1 loss of or damage to any such vehicle;
 - 3.1.2 liability which is insured or would be insured, but for the existence of this Section, under any other policy or policies

4. Defective Premises Act 1972

- 4.1 We agree that we will indemnify you against liability arising from defective work carried out by you or on your behalf to any premises owned by you within the Geographical Limits which you disposed of prior to the occurrence of the Injury or damage to property giving rise to liability.
- 4.2 We will not be liable for:

- 4.2.1 any liability covered under any other policy of insurance;
- 4.2.2 Injury, loss or damage happening prior to you disposing of the premises;
- 4.2.3 the cost of repairing, replacing or reinstating any defect giving rise to such claim.

5. Data Protection Act

- 5.1 We will cover your legal liability to pay damages and claimant's costs and expenses for damage or distress as described in Part II Section 13 of the Data Protection Act 1998 provided that you are registered in accordance with the terms of the Act or you have applied for such registration which has not been refused or withdrawn and you have taken all reasonable care to comply with the requirements of the Act

- 5.2 We do not cover liability arising from or in respect of:
 - 5.2.1 the provision by you of the services of a computer;
 - 5.2.2 the recording or provision of data in respect of the financial status of any person;
 - 5.2.3 your deliberate act or omission;
 - 5.2.4 fines or penalties

- 5.3 The Limit of our Liability under this extension of cover including all Legal Costs and Solicitors Fees will be a maximum of £250,000 (Two Hundred and Fifty thousand pounds sterling) during anyone Period of Insurance.

6. Consumer Protection Act and Food Safety Act

- 6.1 We cover an Insured and any Employee for Legal Costs incurred with our prior written consent:
 - 6.1.1 in the defence of any criminal proceedings brought; or
 - 6.1.2 in mounting an appeal against conviction arising from such proceedings in respect of a breach of:
 - 6.1.3 Part 2 of the Consumer Protection Act 1987; or
 - 6.1.4 Part 2 of the Food Safety Act 1990; or
 - 6.1.5 Part 2 of the Food Safety (Northern Ireland) Order 1991if the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of the Business.

- 6.2 We do not cover:
 - 6.2.1 fines or penalties;
 - 6.2.2 any liability insured under any other insurance;
 - 6.2.3 proceedings brought because of your deliberate act or omission;
 - 6.2.4 Legal Costs in respect of an activity or risk not covered by the Policy.

7. Leased or Rented Premises

- 7.1 We will cover your liability arising from physical loss of or material damage to Premises including landlord's contents, fixtures and fittings, leased or rented (but not owned) by you in the course of the Business.

- 7.2 We do not cover:
 - 7.2.1 liability that arises solely under the terms of a lease or rental agreement;
 - 7.2.2 the first £250 of loss or damage caused other than by fire or explosion;
 - 7.2.3 loss or damage resulting from any event which a tenancy or other agreement stipulates that you, as tenant will insure against.

8. Employees' and Visitors' Personal Effects and Vehicles

We will cover you for loss of or damage to personal effects and vehicles belonging to directors, visitors and Employees which are in your care custody or control.

9. Foul Berthing

- 9.1 We will cover you in respect of loss or damage to Vessels caused by defective or foul berths, wharfs, moorings, buoys, channels, harbours, quays, jetties or piers.
- 9.2 We will not be liable for:
 - 9.2.1 the removal of obstructions or the cargoes of Vessels;
 - 9.2.2 Pollution or contamination other than the cargo of any Vessel which suffers accidental damage for which cover is provided by this Extension.
- 9.3 The Limit of our Liability during any one Period of Insurance under this Extension will be £100,000 unless otherwise stated on the Schedule.

8. Cross Liabilities

If the Insured by this Section consists of more than one party, which in the case of a partnership includes each individual partner, we will indemnify each party in the Terms of this Section against liability incurred to the other as if the other was not included as an Insured provided our total combined liability to all persons will not exceed the Limit of our Liability.

9. CPA Conditions

Subject to this cover being noted on the Schedule to this Section and subject to the Warranties and other Terms of the Policy we will cover you for liability incurred from the hire of plant or cranes under contracts on C.P.A. or similar terms which are hired for the purpose of conducting Business within the Geographical Limits up to the amount stated on the Schedule to this Section.

10 Health and Safety at Work and Corporate Manslaughter

- 10.1 We will cover an Insured in respect of Legal Costs incurred with our written consent awarded against such person in respect of the defence of any criminal proceedings brought against an Insured occurring during the Period of Insurance in the course of the Business under the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or The Corporate Manslaughter and Corporate Homicide Act 2007 and an appeal against a conviction arising from such proceedings.
- 10.2 We do not cover:
 - 10.2.1 the payment of fines and penalties or prosecution costs imposed as a consequence of such prosecution;
 - 10.2.2 any circumstance for which indemnity is provided by any other insurance;
 - 10.2.3 proceedings consequent upon a deliberate act or omission of any Insured under this Section Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission;
 - 10.2.4 proceedings which arise out of any activity or risk excluded from this Policy
- 10.3 The Limit of our Liability under this Extension in respect of all such Legal Costs and Solicitors Fees will be a maximum of £1,000,000 (one million pounds sterling) each and every occurrence of proceedings whether relating to one or more alleged offences.

11. Court Attendance Costs

In the event of any of the under-mentioned persons attending court as a witness at our request in connection with a claim for which an Insured is entitled to indemnity under this Policy, we will provide recompense at the following rates per day for each day on which attendance is required:

- 2.1 £500 for the Insured or any directors or partners of the Insured;
- 2.2 £200 for any Employee.

2. Cover Exclusions

We do not cover liability of an Insured arising from:

- 2.1 Injury sustained by an Employee and arising out of and in the course of employment or engagement by an Insured;
- 2.2 physical loss of or material damage to property belonging to, leased or hired in by an Insured or any Employee other than personal effects (including vehicles) of directors, visitors and Employees and premises leased or rented to you;
- 2.3 libel or slander;
- 2.4 infringement of plans, copyright patents, trade names, trademarks or registered designs;
- 2.5 your own deliberate act or omission or, on the instructions of an Insured, of an Employee whilst engaged in supervisory duties unless caused by the wilful misconduct of an Employee;
- 2.6 the non-performance, non-completion or delay in completion of any contract or agreement or the payment of penalties, fines or liquidated damages;
- 2.7 the ownership, possession or use of any aircraft, drone or other aerial device designed to travel through air or space, hovercraft, drilling platform or rig;
- 2.8 the ownership, possession or use of any mechanically propelled vehicle or trailer attached to it which is required to be licensed for road use or which is required to be insured under the Road Traffic Act or similar legislation;
- 2.9 the use of plant and equipment for which Statutory Inspections are required under the Provision and Use of Work Equipment Regulations 1998 (PUWER), the Lifting Operations and Lifting Equipment Regulations 1998 (LOLER) or similar legislation, unless the necessary inspections have been carried out and the relevant certificates issued and copies supplied to us if we so request;
- 2.10 loss of or damage to:
 - 2.10.1 any vessel, vessel under construction or vessel in course of assembly, which is owned, leased, hired, managed or rented to you, or which is the subject of a brokerage agreement to which you are a contracted party;
 - 2.10.2 that part of any property upon which you have been working where the loss or damage is the result of such work;
- 2.11 any surveys, condition reports, inspections or valuations on vessels, wrongful design, advice or specification given for a fee or for which a fee is normally charged;
- 2.12 any salvage operation;
- 2.13 towing any vessel by water:
 - 2.13.1 outside a radius of one hundred miles from the Premises (or outside the limits of any Port, River or Harbour Authority on which the Premises are situated); or
 - 2.13.2 outside of a radius of one hundred miles from the place where Employees might be working away from the premises but the limit does not apply to non-tidal inland waters and upstream of the Thames Flood Barrier;

- 2.14 towing by any vessel of any thing other than another vessel or Marine Installation;
- 2.15 waste materials, irritants, contaminants or pollutants, unless caused by a sudden identifiable unintended and unexpected event on the Premises which takes place in its entirety at a specific time and place during the Period of Insurance;
- 2.16 the knowing supply or sale of goods for use:
 - 2.16.1 in any offshore rig, platform or structure; or
 - 2.16.2 in the offshore, petrochemical, or nuclear industries; or
 - 2.16.3 in computers or process control equipment; or
 - 2.16.4 in or on craft designed to travel through air or space;
- 2.17 loss, damage or delay to Goods in Transit except in connection with the collection or delivery of any Vessel which you have sold or stored or upon which you have or are undertaking work for a price;
- 2.18 any work of demolition unless such work forms part of a contract undertaken by an Insured for construction, alteration, maintenance or repair;
- 2.19 the construction of, or any work in or on:
 - 2.19.1 nuclear installations or establishments;
 - 2.19.2 power stations, refineries, bulk storage or production premises in the oil, gas or chemical industries or offshore structures;
 - 2.19.3 towers, steeples, chimney shafts, blast furnaces, collieries or mines;
 - 2.19.4 tunnels, bridges, viaducts, railways or railway installations;
 - 2.19.5 craft designed to travel through air or space;
- 2.20 pile driving, quarrying, water diversion, sub-aqua work, the use of explosives, the construction of roads, the laying of underground services, tree felling or lopping,
- 2.21 building work, painting or decorating exceeding 20 metres in height.
- 2.22 mining, processing, manufacturing, removing, disposing of, distributing or storing of asbestos or products made entirely or mainly of asbestos.

This Exclusion will not apply if in respect of such removal or disposal of asbestos or products made entirely or mainly of asbestos:

- 2.22.1 such activity does not form part of your usual Business or contract; and
- 2.22.2 the discovery of asbestos by you is unintentional and accidental and that upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops; and
- 2.22.3 an HSE licensed asbestos removal contractor is employed as soon as is practicable to make safe the area in which the discovery is made and who has Employer's and Public Liability insurance in force for limits no less than those stated on the Schedule of this Policy and that such work is not excluded by the contractor's own Employer's and Public Liability policy.

We will not indemnify you for:

- 2.23 the costs of:
 - 2.23.1 making good any faulty design or workmanship carried out; or
 - 2.23.2 replacing or repairing faulty goods or materials sold by you or on your behalf; or
 - 2.23.3 recalling Products for inspection following discovery of fault or faults in Products;
- 2.24 liability in respect of any loss of use, earnings, profit or revenue arising out of and in connection with any non-recreational or commercial Vessel.

- 2.25 liability assumed by agreement except under indemnities, agreements or contracts given or made for the purpose of enabling you to carry on the Business if we have been notified of such indemnities, agreements and contracts and we have noted them on the Schedule;
- 2.26 liability arising out of products exported to or used in the United States of America or Canada unless stated on the Schedule,
- 2.27 liability arising out of or in connection with a sale of a Product, if an action for damages is brought against you in any court outside the Geographical Limits.

3.AMOUNT PAYABLE

We will pay the following:

- 3.1 the amount of Compensation
 - 3.1.1 that is found by a competent Court to be due to a third party; or
 - 3.1.2 as may be agreed by us in writing;up to the Limit of our Liability shown on the Schedule; and
- 3.2 your Legal Costs and Solicitors' Fees.

- 3.3 We will not be liable for the payment of:
 - 3.3.1 fines or penalties;
 - 3.3.2 exemplary or punitive damages;
 - 3.3.3 Solicitors' Fees in respect of an activity or risk not covered by this Policy;
 - 3.3.4 the amount of any Excess included on the Schedule to this Section of the Policy.

4. SPECIAL CONDITIONS

It is a Condition of this insurance that:

Moorings

- 4.1 at least once a year you will examine all moorings and undertake all necessary repairs or replacements that may be necessary;

Lifting and Pressure Plant

- 4.2 if you use lifting plant or pressure vessels in the Business you will have the lifting plant or pressure vessel inspected in accordance with statute;

Terms of Business

- 4.3 all estimates, tenders, indemnities, agreements, contracts and acceptances, whether verbal or in writing, given or issued by you, will incorporate or draw attention to the terms of business currently sponsored by British Marine, or such other terms of business as may be approved by us;
 - 4.3.1 a notice of those terms will be exhibited by you in a prominent position at the Premises;
 - 4.3.2 a notice will also be erected by you in a prominent position to the effect that persons using the slipways, jetties, pontoons and stages, do so at their own risk.

Defective Plant

- 4.4 if we or our Surveyor or a Surveyor appointed by us considers that cranes, lifting equipment, winches, slipways or moorings are defective, insecure or of insufficient strength for the purpose for which they are used, we may give you written notice of that finding. In this event the insurance granted under the Policy will lapse in so far as any loss or damage resulting from defective plant may occur and the Policy will only re-attach when the recommendations of the Surveyor are carried out.

Defective Premises

- 4.5 we may, at any time, by ourselves or through a duly authorised representative examine the Premises and you will be bound to give the representative every facility for so doing. In the event that the representative finds or reports any defect we will notify you in writing and we will give you a specified time in which to remedy the defect. If you fail to do so within the time specified, we will not cover you for liability in respect of any occurrence arising from it.

Heat Work

- 4.6 in connection with any work undertaken by an Insured Person for the purposes of the Business involving the use or application of heat:
- 4.6.1 to any property belonging to any person other than an Insured; or
 - 4.6.2 at any place other than at the Premises noted on the Schedule that the following actions and precautions are taken:
 - 4.6.3 specific permission is obtained to commence work from a responsible person at the place at which such work is to be undertaken; and
 - 4.6.4 before operations commence;
 - 4.6.4.1 the area in which the work is to be undertaken is to be cleared of moveable combustible material and other combustible material, including floors and fixtures will be covered with adequate fire resistant covers; and
 - 4.6.4.3 the area on the other side of bulkheads, hulls, decks, walls, partitions or floors where work is to be undertaken is inspected (by a responsible person) to ensure that there are no combustible materials capable of being ignited; and
 - 4.6.4.4 appropriate fire extinguishing appliances in full working condition are kept near the scene of work for immediate use; and
 - 4.6.4.5 an examination is carried out after each period of work to ensure that there is no likelihood of fire breaking out; and
 - 4.6.4.6 a suitable Employee is appointed at each site of operation to be responsible for fire safety for each period of work and to ascertain the location of fire alarms and fire extinguishing appliances installed by the occupier(s) and that the fire alarms and fire extinguishing appliances are capable of immediate use; and
 - 4.6.4.7 blow lamps, blow torches and other similar heating or cutting apparatus are lit strictly in accordance with manufacturer's instructions and not left unattended whilst alight; and
 - 4.6.4.8 gas cylinders not required for immediate use are kept outside the building or vessel in or upon which the work is being undertaken and stored away from any obvious fire hazard.

Car Parks

- 4.7 you will, at all times, display in a prominent position and at the entry to any car park, a notice containing the following words:

"Vehicles, their accessories and contents are left at the owner's risk and the Proprietors will not be responsible for loss of or damage to them from any cause whatsoever."

Craft in your Custody

- 4.8 all craft on trailers left in your care and custody will be immobilised and any attached outboard motors will be fitted with an Anti-Theft Device as well as the normal method of attachment.

Adjustment of Premium

- 4.9 Within one month from the expiry of each Period of Insurance you will furnish to us such particulars and information as we may require to adjust the Premium for that period and will pay to us within 30 days any further Premium due.

The following Endorsements are applicable if they are stated on the Schedule as applying:

ENDORSEMENT 1

The following Exclusion is incorporated into this Policy:

- 1 We do not cover the liability of an Insured arising from theft or attempted theft of:
 - 1.1 any trailer or craft kept thereon left in your care or custody unless either:
 - 1.1.1 secured in a lock-fast building; or
 - 1.1.2 the trailer is immobilized by a proprietary wheelclamp
 - 1.2 outboard motors unless either:
 - 1.2.1 from a locked place of storage; or
 - 1.2.2 securely locked to the insured Vessel by an Anti-Theft Device in addition to its normal method of attachment.

Condition 4.8 is hereby deleted