



MARINE TRADES SOLUTIONS

Policy



Your Policy

This policy is a contract between You and Us.

This policy and any Schedule and/or endorsements should be read as if they are one document.

Our acceptance of this risk is based on the information presented to us being a fair presentation of Your business including any unusual or special circumstances which increase the risk and any particular concerns which have led you to seek insurance.

Any reference to the singular will include the plural or vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.

Any heading in this policy is for ease of reference only and does not affect its interpretation.

We will provide the insurance described in this policy (subject to the terms set out herein) for the Period of Insurance shown in the Schedule and any subsequent period for which You shall pay and We shall agree to accept the premium.

A handwritten signature in black ink, appearing to read 'S. Lewis'.

Steve Lewis
Chief Executive, UK & Western Europe
Royal & Sun Alliance Insurance plc

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Definitions

The following expressions shall have the meanings set out below wherever they appear in this policy, the Schedule and any endorsements.

Abuse

Any:

- A) acts of hurting or injuring mentally or physically by maltreatment or ill-use
- B) acts of forcing sexual activity, rape or molestation or
- C) repeated or continuing coarse or insulting words or behaviour.

Ancillary Trailer

Any Trailer shown in the Vessels section of the Schedule which is used to transport any Insured Vessel.

Asbestos

Crocidolite, amosite, chrysotile, fibrous actinolite, fibrous anthophyllite, or fibrous tremolite or any mixture containing any of those minerals.

Asbestos Containing Materials

Any material containing Asbestos or Asbestos Dust.

Asbestos Dust

Fibres or particles of Asbestos.

Authority

Any central or local government or agency of such government.

Bodily Injury

Bodily injury, death, disease and/or illness.

British Isles

Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, the off-shore islands and the Republic of Ireland.

Building

Any building (being built mainly of brick, stone, concrete or other non-combustible materials unless otherwise stated in the Schedule) including any:

- A) landlord's fixtures and fittings in and on the building
- B) small exterior extension, annex and/or gangway
- C) wall, gate and/or fence
- D) telephone line, gas and/or water main, electrical instrument, meter, piping, cabling and the like including any attached accessory and extending from the building to the perimeter of the premises or to the public mains (including those underground).

Completion of Construction

Completion of construction including any associated launching and/or sea trials and/or testing.

- A) and/or commissioning and/or pre-delivery storage and/or delivery to and/or acceptance by the purchaser of any Insured Build built to their order or
- B) of any Insured Build built in circumstances other than in A) above.

Construction Limits

Any premises shown in the Schedule or the port of launch within the British Isles including whilst any Insured Build is:

- A) in transit within the British Isles
- B) navigating within a distance by water of 250 nautical miles from such locations for the purposes of fitting out, docking, sea trials or delivery.

Damage/Damaged

Physical loss, damage or destruction.

Data

Information represented or stored electronically including code or series of instructions, software programs and firmware.

Defined Perils

- A) Fire or explosion
- B) lightning, storm or flood
- C) aircraft or other aerial devices or articles dropped therefrom
- D) earthquake
- E) impact by any Vehicle and/or Trailer
- F) theft or attempted theft.

Disablement

Disablement (other than by Loss of Limb or Loss of Eye) that solely and directly renders the individual incapable of attending to their ordinary business, profession or occupation.

Documents

Documents, plans, business records and/or similar information but not Data.

Employee

Any of the following whilst under Your direct control and/or supervision and working for You in connection with the Insured Activities:

- A) person under a contract of service or apprenticeship with You
- B) person hired to or borrowed by You (including those supplied by an employment agency)
- C) labour master

- D) person supplied by any person under a contract of service or apprenticeship with You
- E) person employed by labour only Subcontractors
- F) person undertaking study or work experience
- G) person working under the Community Offender Act 1978 or similar legislation
- H) prospective employees being assessed by You as to their suitability for employment
- I) self-employed person providing You with labour only and not being in partnership with You nor being Your franchisee.

Event

Any one occurrence or all occurrences of a series consequent upon or attributable to one originating cause.

Excess

The:

- A) amount or
- B) period

for which You are responsible for each and every claim arising out of any one Event.

Food and Drink Sales

The arrangement and/or undertaking by You of the sale and/or supply of food and/or drink for reward.

Fuel Sales

The arrangement and/or undertaking by You of the sale and/or supply of fuel for use by Vessels for reward.

General Contents

Any:

- A) fixtures, fittings (but not landlord's fixtures and/or fittings) and/or other trade equipment, machinery and/or plant (but not Handling Equipment)
- B) office equipment and other contents (but not Documents and/or Data)
- C) models and moulds
- D) tenant's improvements, alterations and decorations.

Geographical Limits

The geographical limits shown in the Schedule for the respective Insured Activity or Section.

Gross Revenue

The amount paid or payable to You for work done and services rendered in the course of Your Insured Activities.

Handling Equipment

Any machinery, Trailer and/or plant (but not any aircraft, railway rolling stock, hovercraft, Vessel or Ancillary Trailer) used for the handling and/or movement of Vessels and/or goods including spare parts and/or accessories.

Harbour Commission Operations

- A) Navigational Services
- B) Harbour Emergency Services.

Harbour Emergency Services

The arrangement and/or undertaking by You of the provision and/or maintenance and/or control of harbour emergency services, including facilities for firefighting, rescue, ambulance services and/or first aid.

Harbour Landlord Operations

Leasing to, or permitting the use by any third party of any harbour facility or equipment for reward.

Hot Work

Any activity involving:

- A) the application of heat by a naked flame, open heat source or hot air paint stripper
- B) grinding wheels, angle grinders, disc cutters or gas space heaters or items of a similar nature.

Increased Cost of Working

Costs and expenses reasonably and necessarily incurred by You during the Indemnity Period to avert or minimise a Loss of Gross Revenue provided such costs and expenses do not exceed the Loss of Gross Revenue avoided.

Indemnity Period

The period:

- A) commencing when the Loss of Gross Revenue and/or Increased Cost of Working starts as a result of any circumstance detailed in Cover 1 (Business Interruption) of Section 5 (Business Interruption) and
- B) ceasing either:
 - 1) after such length of time as is reasonably required to repair or replace any Damaged Insured Property and/or Insured Handling Equipment and/or Insured Build and/or Insured Vessel or
 - 2) at the end of any Prevention of Access or Interruption of Utility Supply or
 - 3) on expiry of the Maximum Indemnity Period shown in the Schedule

whichever is the soonest.

Insured Activities

The insured activities shown as covered in the Schedule.

Insured Build

Any:

- A) Vessel or
- B) section of the hull or superstructure of any Vessel

owned by You or for which You are otherwise responsible whilst under construction as part of Your Insured Activities including any materials allocated for incorporation into the Vessel or section whether or not such materials have been placed on board.

Insured Handling Equipment

Any Handling Equipment:

- A) owned by, hired by, leased or loaned to You or
- B) for which You are otherwise responsible

shown in the Schedule.

Insured Property

Buildings, General Contents, Marine Installations and/or Stock:

- A) owned by, hired by, leased or loaned to You or
- B) for which You are otherwise responsible

shown in the Schedule.

Insured Vessel

Any Vessel (but not any Insured Build) owned, managed, operated or chartered by You shown in the Schedule including such Vessel's shipboard equipment and/or any Tender.

Interruption of Utility Supply

Interruption to the supply of electricity and/or gas and/or water and/or telecommunications services caused by or arising from Damage to property at the land based premises of any supply undertaking, service provider or producer from which You obtain such supply situate within Great Britain or Northern Ireland.

Latent Defect

A defect which cannot be discovered by a person of competent skill using ordinary care.

Legal Costs

- A) Any costs awarded against You or otherwise payable by You to other parties and Your legal fees, costs and expenses, and
- B) cost of legal representation at:
 - 1) any coroner's inquest or inquiry in respect of any death and/or
 - 2) proceedings in any court arising out of any alleged breach of statutory duty resulting in any Bodily Injury and/or Property Damage.

but only in respect of:

- 1) that part of any dispute agreed by Us to be covered by this policy and where We have exercised Our option under Claims Condition 5 to take over conduct in Your name, investigation, negotiation, settlement of and/or litigation in respect of the claim or
- 2) costs incurred with Our prior written consent.

Loss of Eye

Permanent and total loss of sight which will be considered as having occurred:

- A) in both eyes if the individual's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic Specialist
- B) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale.

Loss of Gross Revenue

The amount by which the Gross Revenue during the Indemnity Period falls short of the Standard Gross Revenue in consequence of interruption to Your Insured Activities less any amount saved in respect of variable charges and/or expenses that reduce or cease as a consequence of the interruption.

Loss of Limb

In the case of:

- A) a leg, loss by physical severance at or above the ankle or permanent total loss of use of a complete foot or leg
- B) an arm, loss by physical severance of the entire four fingers through or above the metacarpophalangeal joints or permanent total loss of use of a complete arm or hand.

Marine Equipment Repair

The arrangement and/or undertaking by You of the removal and/or repair of and/or refitting of the engine of any Vessel including any parts or equipment connected to such engine, generators, dynamos, water converters, pumps, filters and/or items of a similar nature for reward.

Marine Installation

Any wharf, quay, dock, berth, mooring, pontoon, dolphin, breakwater, pier, jetty, buoy, pile or item of a similar nature.

Maximum Indemnity Period

The maximum indemnity period shown in the Schedule.

Money

Money; securities for money; negotiable instruments; savings stamps; unused postage stamps; vouchers, tokens or similar items entitling the holder to receipt of services, money or goods; tax or duty stamps; tickets; scratch cards and items of a similar nature.

Navigational Limits

The navigational limits shown in the Schedule.

Navigational Services

The arrangement and/or undertaking by You of the provision and/or maintenance and/or control of:

- A) marine navigational aids
- B) charted and/or advertised water depths
- C) buoyage and/or lighting for fairways and/or wrecks and/or obstructions
- D) navigational information and/or warnings
- E) pilots and/or pilotage
- F) movement and/or berthing and/or mooring of any Vessel and/or activities of a similar nature for reward.

North America

The United States of America, Canada, their territories or possessions and Puerto Rico.

Parts and Equipment Sales

The arrangement and/or undertaking by You of the sale and/or supply of maritime accessories, spares and/or consumables (excluding fuel) for reward.

Period of Insurance

The period of insurance shown in the Schedule being United Kingdom local time.

Permitted User

Any person in control of any Insured Vessel or Insured Build with Your permission provided that each Permitted User shall be subject to the terms of this policy in so far as they can apply.

Personal Injury

Bodily Injury comprising:

- A) death and/or
- B) Loss of Limb and/or
- C) Loss of Eye and/or
- D) Disablement.

Persons Entitled to Indemnity

- A) Your personal representative in respect of any liability incurred by You
- B) at Your request:
 - 1) any principal
 - 2) any of Your directors
 - 3) any Employee

for any liability in respect of which You would have been entitled to indemnity under this policy had the claim been made against You

- 4) the officers, committees and members of Your canteen, social, sports and welfare organisations and/or first aid, fire, ambulance, medical and security services (but not medical or dental practitioners in relation to medical services provided) in respect of liabilities arising directly from their activities in such capacity
- 5) any of Your directors or any person under a contract of service or apprenticeship with You in respect of private work undertaken with Your prior consent by any Employee for such person

Provided that each of the above shall be subject to the terms of this policy in so far as they can apply.

Policy Limit

The maximum amount We will pay for any claim or series of claims arising out of one Event.

Pollutant

Any solid, liquid, gaseous or thermal irritant or contaminant, including (but not limited to): smoke, vapour, soot, dust, fumes, acids, alkalis, petroleum substance or derivative chemicals and waste. The expression "waste" includes materials to be recycled, reconditioned or reclaimed.

Pollution

The emission, discharge, dispersal, release or escape of any Pollutant into or upon land, sea, the atmosphere, any watercourse or body of water including (but not limited to): soil, sub-soil, sub-surface, coastal waters, surface water, lake, river or sea water, international waters or ground water.

Prevention of Access

Any sudden event which was neither expected nor intended by You occurring on an identifiable, specific date resulting in the blockage of:

- A) any Insured Property comprising a berth, wharf, dock or quay used in Your Insured Activities for the purposes of mooring Vessels or
- B) any approach channel or waterway to any Insured Property as described in A) above or
- C) any land access to any premises shown in the Schedule as a result of:
 - 1) Damage to property in the immediate vicinity of such Premises
 - 2) murder, suicide or robbery occurring at such premises or those in the immediate vicinity.

Property Damage

Damage to material property other than:

- A) that owned by, hired by, leased or loaned to You
- B) Insured Property
- C) Insured Handling Equipment
- D) any Insured Vessel
- E) any Insured Build
- F) Data.

Safe Working Load

The safe working load specified for the equipment by the manufacturer.

Sailing Tuition

The arrangement and/or undertaking by You of sailing tuition.

Schedule

The document headed "Schedule" issued by Us.

Seaworthy

Fit to encounter the ordinary perils of navigable waters, properly crewed, equipped, fuelled, provisioned and with the hull and all parts, equipment and gear in proper working order.

Section Limit

The maximum amount We will pay under each section of this policy:

- A) for any claim or series of claims arising out of any one Event and
- B) in total for the Period of Insurance where the Section Limit is shown as "in the aggregate"

Section Limits are inner limits contained within the Policy Limit.

Standard Gross Revenue

The Gross Revenue which would have been earned during the Indemnity Period had the interruption not occurred after account has been taken of the trends of the Insured Activities and of the variations in or other circumstances affecting the Insured Activities either before or after the interruption or which would have affected the Insured Activities had the interruption not occurred.

Stock

Any:

- A) stock and materials in trade
- B) work in progress (but not any Insured Build)
- C) finished goods.

Subcontractor

Any party (other than an Employee) contracted to arrange and/or undertake part of Your Insured Activities (including franchisees and/or successive subcontractors).

Sub-limit

The maximum amount We will pay:

- A) for any claim or series of claims arising out of any one Event and
- B) in total for the Period of Insurance where the Sub-limit is shown as "in the aggregate"

Sub-limits are inner limits contained within the Policy Limit and/or Section Limit.

Support Services

The following activities where these are directly connected to the Insured Activities:

- A) the provision and management of:
 - 1) canteen, social, sports and welfare facilities
 - 2) first aid, ambulance and medical services for the benefit of any Employee
- B) fire and security services maintained solely for the protection of any premises shown in the Schedule
- C) the ownership, repair and maintenance of Your own property
- D) the provision of car parks
- E) the provision of WC and washroom facilities
- F) the repair or servicing of Vehicles and/or Handling Equipment other than for reward
- G) attendance at or participation in trade fairs, shows and exhibitions by You or any Employee or director in connection with their employment with You
- H) private work undertaken by any Employee with Your prior consent on behalf of any of Your directors or any other Employee.

Tender

Any craft used to transport persons and/or goods to or from any Insured Vessel and permanently marked with the Insured Vessel's name or other significant markings.

Terrorism

Any act including the use of force or violence or the threat thereof, by any person or group of persons (whether acting alone or on behalf of or in connection with any organisation or government) committed for political, religious, ideological or similar purposes (including the intention to influence any government or to put the public or any section of the public in fear).

Trailer

Any trailer, semi-trailer, chassis or similar unit designed to be towed by a Vehicle.

Unattended

Where the Vehicle is unoccupied and neither You nor any Employee are in a position to keep it under constant observation and at the same time have a reasonable prospect of preventing any unauthorised interference.

Vehicle

Any mechanically propelled vehicle (including any attached machinery or apparatus).

Vessel

Any craft designed to be used or operated on or under water.

Vessel Building

The arrangement and/or undertaking by You of the construction of any Vessel or section of the hull or superstructure of any Vessel for reward including any associated:

- A) design
- B) launching, sea trials and/or testing
- C) pre-delivery storage
- D) movement and/or delivery.

Vessel Hire

The arrangement and/or undertaking by You of the hiring out of Vessels to third parties for reward.

Vessel Launching

The arrangement and/or undertaking by You of the:

- A) provision of Vessel launching facilities
- B) launching or retrieving of any Vessel into or from water including any associated pre-launch or post retrieval movement for reward.

Vessel Lift Operation

The arrangement and/or undertaking by You of the lifting of any Vessel or any part of any Vessel into or out of water for reward.

Vessel Mooring

The arrangement and/or undertaking by You of the provision of mooring facilities for reward.

Vessel Repair

The arrangement and/or undertaking by You of the repair and/or refitting of any Vessel or part of any Vessel for reward (excluding Marine Equipment Repair) including any associated:

- A) design
- B) launching, sea trials and/or testing
- C) storage
- D) movement and/or delivery.

Vessel Sales

The arrangement and/or undertaking by You of the sale or supply of any Vessel for reward including any associated:

- A) pre-delivery storage
- B) movement and/or delivery.

Vessel Servicing

The arrangement and/or undertaking by You of the servicing of any Vessel or part of any Vessel for reward (excluding Marine Equipment Repair and/or Vessel Repair) including any incidental:

- A) storage
- B) movement and/or delivery
- C) repair.

Vessel Storage

The arrangement and/or undertaking by You of the storage of any Vessel for reward including any associated:

- A) preparation for storage and/or removal from storage
- B) movement and/or delivery.

We/Our/Us

Royal & Sun Alliance Insurance plc.

You/Your

The Insured shown in the Schedule.

Your Customer

The party contracting You to perform an Insured Activity.

Section 1 – Third Party Liability

Cover

If this Section is shown as covered in the Schedule, You and/or any Person Entitled to Indemnity are covered to the extent provided by this policy for:

1 Liability

liability for damages in respect of accidental:

- A) Property Damage and/or
- B) Bodily Injury to any person

occurring during the Period of Insurance in connection with the Insured Activities (including Support Services) conducted solely within the Geographical Limits.

2 Legal Costs

Legal Costs.

You are also covered to the extent provided by this policy for:

3 Removal of wreck

reasonable costs incurred by You:

- A) for the attempted or actual raising, removal and/or disposal of the wreck of any Vessel which has sunk, stranded or been abandoned as a result of Damage for which We have admitted liability under this Section of the policy.
- B) with Our prior written consent in the exercise of Your legal or statutory duty to mark, buoy, raise, remove or dispose of any wreck following Damage to any Vessel or pontoon during the Period of Insurance.

4 Removal of debris

reasonable costs incurred by You for the removal and/or clearance and/or disposal of property following Property Damage for which We have admitted liability under this Section.

Provided that:

- A) This cover is subject to a Sub-limit of £100,000.
- B) You are not covered for costs arising from Pollution.

5 Contingent motor liability

liability arising from the use by any Employee of any Vehicle not belonging to nor provided by You in the course of the Insured Activities during the Period of Insurance.

Provided that You are not covered for any claim:

- A) in respect of Damage to such Vehicle or to any property conveyed therein
- B) arising whilst such Vehicle is being driven by You.
- C) in respect of which You are entitled to indemnity under any other insurance
- D) arising outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Exclusions

In addition to the General Exclusions, You are not covered for any claim:

1 Activities

- A) arising from or out of any Vehicle and/or Trailer:
 - 1) owned by, hired by or leased or loaned to or
 - 2) operated or used by or on behalf of You or any Person Entitled to Indemnity. This exclusion does not apply to:
 - a) liability arising from or out of:
 - 1) the use of any Vehicle and/or Trailer as a tool of trade on site
 - 2) the use of any Vehicle and/or Trailer at Your premises
 - 3) the loading or unloading of any Vehicle and/or Trailer
 - 4) any detached Trailer
 - except where:
 - a) You are required by law to insure, register or provide security in respect of such Vehicle and/or Trailer or
 - b) indemnity is provided to You or any Person Entitled to Indemnity by any motor insurance contract
 - b) Cover 5 (Contingent motor liability)
- B) arising from any Vessel owned by, managed by, chartered by or hired, leased or loaned to You occurring whilst afloat on or navigating any body of water
- C) caused by or arising from any goods or products sold or supplied by You or by others trading in Your name which You are aware are intended for incorporation into the structure, machinery or controls of any aircraft or other aerial device
- D) for any Vessel sold or supplied by You which has been converted or rebuilt by You when such conversion or rebuild involved any change to such Vessel's shape, type, dimension or tonnage
- E) caused by or arising from the:
 - 1) operation of any landfill, dump site or any location used for such.
 - 2) disposal, handling, processing, treatment, transportation, storage or dumping of any waste materials, spoil or substances
- F) for Your liability for Property Damage and/or Bodily Injury caused by or arising from dredging operations, while such operations are being performed.

2 Property in Your care, custody or control

for or arising from Property Damage where such property is held in trust by You or in Your care, custody or control other than:

- A) any Vessel, Vessel parts, accessories and/or cargo (but not cargo handled by You for reward) for the purposes of the Insured Activities
- B) Employees', directors', partners' or visitors' personal effects including Vehicles and their contents
- C) premises and their contents not owned by, leased or rented to You at which You are undertaking an Insured Activity
- D) premises and their fixtures and fittings leased or rented to You unless such liability has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such an agreement.

3 Loss of hire

for loss of hire, loss of use, loss of charter or demurrage following Damage to any Vessel.

4 Lien

for liability arising from the exercise by You (or on Your behalf) of a lien.

5 Pollution

caused by or arising from Pollution unless the Pollution is caused by a sudden, identifiable, unintended and unexpected incident, which takes place in its entirety at a specific moment in time and place during any Period of Insurance.

Provided that all Pollution which arises out of one incident shall be considered by Us for the purpose of this policy to have occurred at the time such incident takes place.

Section 2 – Insured Property

Cover

If this Section is shown as covered in the Schedule, You are covered to the extent provided by this policy for:

1 Damage

Damage to Insured Property occurring at any premises shown in the Schedule during the Period of Insurance.

2 Fire fighting expenses

- A) replenishment of Your fire extinguishing materials or equipment used and
- B) any other reasonable extinguishing expenses incurred

in order to prevent or minimise any Damage to Insured Property covered under this Section.

This cover is subject to a Sub-limit of £10,000.

3 Documents

Damage to Documents owned by You or for which You are responsible stored or held within a Building at any premises shown in the Schedule occurring during the Period of Insurance.

Provided that We will not pay more than the:

- A) replacement cost of the stationery of such Documents and
- B) clerical and/or administrative cost of copying such Documents on to fresh stationery.

This cover is subject to a Sub-limit of £25,000.

4 Clean up costs

reasonable costs incurred by You in cleaning any Insured Property following accidental spillage of oil and/or fuel occurring during the Period of Insurance provided that such spillage:

- A) has not resulted from any failure in due diligence by You or any Employee and
- B) arises from a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place.

This cover is subject to a Sub-limit of £10,000.

5 Replacement locks

reasonable expenses incurred in necessarily replacing locks to any Building, safe or strong room for which cover is provided under this Section resulting from the theft of keys from such Building or from Your residence or that of any of Your authorised key holding Employees.

This cover is subject to a Sub-limit of £2,500.

6 Money

- A) Damage to Money belonging to You and/or in Your custody and/or control in the course of Your Insured Activities during the Period of Insurance:
 - 1) at any premises shown in the Schedule
 - 2) at Your home or the home of any Employee within the British Isles whilst:
 - a) in a locked safe or strong room or
 - b) such premises are occupied by an adult

- 3) in a bank's night safe and thereafter within the bank's premises until at the bank's risk within the British Isles.
- 4) in the ordinary course of transit within the British Isles.
- 5) whilst in the personal custody of You or any of Your Employees within the British Isles in circumstances other than as provided for in 1) to 4) above

- B) Personal Injury to You and/or any of Your Employees caused solely and directly as a result of robbery or attempted robbery whilst carrying and/or transporting Money in the course of Your Insured Activities within the British Isles during the Period of Insurance, provided that such Personal Injury arises within two years of the robbery or attempted robbery.

The Sub-limits applicable to this Cover are:

- A) for Damage to Money as provided under sub-clause A): £1,000
- B) for Personal Injury as provided under sub-clause B):
 - 1) £10,000 for:
 - a) death and/or
 - b) Loss of Limb and/or
 - c) Loss of Eye
 - 2) £100 per week for a maximum of 104 weeks in all and not necessarily consecutively for Disablement.

7 Goods in transit

Damage occurring within the British Isles during the Period of Insurance to General Contents and/or Stock:

- A) whilst being loaded upon, carried by, unloaded from, or temporarily stored in the ordinary course of transit in or on any Vehicle and/or Trailer owned or operated by You or
- B) from the time of uplift for the immediate commencement of transit and whilst in the ordinary course of transit by post, rail, road or other third party carrier until delivered or
- C) arising as a result of mis-delivery by third party carrier or Vehicle owned or operated by You
- D) comprising tools of the trade and materials in trade whilst temporarily removed from any Vehicle and/or Trailer owned or operated by You.

8 Additional Marine Installations

Damage to additional Marine Installations that You acquire at any premises shown in the Schedule during the Period of Insurance provided that:

- A) such additional Marine Installations are acquired by You during the Period of Insurance and are of a similar type to the Marine Installations shown in the Schedule and
- B) You advise Us within 30 days of such acquisition and pay any additional premium due and
- C) the maximum value of additional Marine Installations shall not exceed the lesser of 10% of the applicable Sub-limit for Marine Installations or £100,000 and

- D) the term "Insured Property" is deemed to include such additional Marine Installations.

- E) 1) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin and/or insects
 2) change in colour, texture or finish
 3) joint leakage; failure of welds; cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith
 4) mechanical, electrical and/or electronic breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originates

but not excluding Damage resulting from a peril otherwise insured under this policy or subsequent Damage resulting from such a peril.

Exclusions

In addition to the General Exclusions, You are not covered for any claim:

1 Vessels whilst navigating

for any Vessel whilst afloat on or navigating any body of water.

2 Excluded property

in respect of:

- A) Money other than as provided in Cover 6 (Money)
 B) land, roads, driveways, pavements, kerbing, culverts and/or excavations
 C) Insured Property in the course of transit other than:
 1) within any premises shown in the Schedule or
 2) as provided for in Cover 7 (Goods in transit)
 D) plants and/or trees
 E) precious metals and/or precious stones and/or articles made of or containing precious metals and/or stones
 F) caravans, Trailers and/or Handling Equipment
 G) Insured Property whilst in or on water other than:
 1) Insured Marine Installations
 2) General Contents and/or Stock whilst on any Vessel
 H) buildings and/or Marine Installations in the course of construction or erection and materials and/or supplies in connection with all such property and/or structures
 I) any materials allocated to an Insured Build

3 Excluded perils

for:

- A) Damage caused by or arising from subsidence, ground heave or landslip, coastal or river erosion, the normal settlement or bedding down of new structures, expansion in structures or foundations
 B) Damage to a Building or structure caused by its own collapse or cracking
 C) Damage to tools whilst being used and resulting from such use
 D) Damage to Insured Property caused by:
 1) its own inherent vice, latent defect and/or faulty and/or defective design, materials, workmanship and/or manufacture
 2) gradual deterioration and/or wear and tear
 3) change in temperature

Exclusion 3 D) does not apply to any subsequent Damage which in itself results from a cause not otherwise excluded.

4 Empty Buildings

for Damage to any Building which is not currently being used by You in connection with Your Insured Activities and/or Support Services caused by:

- A) malicious persons
 B) accidental escape of water from any tank, sprinkler installation, pipe or apparatus.

5 Change in the water table

for Damage attributable solely to a change in the water table level.

6 Pollution

for Damage caused by Pollution other than Pollution caused by or arising from any Defined Peril provided that such Damage is otherwise covered by this Section.

7 Process

for Damage to Insured Property resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing, alteration, maintenance, repair, cleaning or restoration.

8 Property in the open

for Damage to portable property in the open, fences and/or gates caused by atmospheric or climatic conditions or dust.

9 Safe Working Load

for Damage caused by or arising from the Safe Working Load of any:

- A) Insured Property and/or
 B) Handling Equipment owned by, hired by, leased or loaned to You

being exceeded unless for the purposes of inspection or testing.

10 Bodily Injury

for Bodily Injury other than as provided in Cover 6 (Money).

11 Goods in transit

in respect of Cover 7 (Goods in transit) for:

- A) mobile telephones and/or smartphones
- B) lap-top and/or palm top computers, electronic organisers, digital cameras, camcorders and any similar items
- C) satellite navigation equipment designed for use in Vehicles
- D) Damage to items despatched by third party carrier:
 - 1) consigned to or from any address outside the British Isles
 - 2) originally despatched from outside the British Isles unless unpacked and checked for quantity and quality prior to the commencement of any transit for which insurance is provided under this Section of the policy
 - 3) caused by or arising as a result of insufficient labelling or incorrect addressing or failure to make proper and complete declarations required by carriers
- E) Damage caused by or arising as a result of packing which was inadequate to withstand normal handling during transit
- F) items carried by You for hire or reward
- G) items whilst being driven under their own motive power or whilst being towed on their own road wheels.

12 Glass, signs and light fitments

for Damage:

- A) to glass and/or neon and/or illuminated signs and/or electric light fitments resulting from alterations to their framework or position
- B) to bulbs or tubes in neon and/or illuminated signs or electric light fitments unless from Damage to such signs or fitments
- C) to:
 - 1) glass which is bent, tinted, stained and/or fired or incorporated in multiple glazed units
 - 2) lettering or decoration or protective film or alarm foil on glass.

unless to comply with the quality recommended in the British Standard Code of Practice BS 6262:1982. Exclusion 12 C) does not apply to Damage caused by:

- A) any Defined Peril or
- B) malicious persons.

provided that such Damage is otherwise covered by this Section.

Section 3 – Insured Handling Equipment

Cover

If this Section is shown as covered in the Schedule, You are covered to the extent provided by this policy for:

1 Damage

Damage to Insured Handling Equipment occurring at any premises shown in the Schedule during the Period of Insurance.

2 Lease or hire charges

Your liability for lease or hire charges incurred as a result of Your being unable to return Insured Handling Equipment to any lessor or hirer by the due date following Damage for which We have admitted liability under this Section of the policy.

Provided that We will not pay more than:

- A) the lease or hire charges for a maximum period of thirty days or
- B) 20% of the value of the Damaged Insured Handling Equipment

whichever is the lesser.

3 Additional Handling Equipment

Damage and liability as described in Cover 1 (Damage) and Cover 2 (Lease or hire charges) in respect of additional Handling Equipment occurring at any premises shown in the Schedule during any Period of Insurance provided that:

- A) such additional Handling Equipment is acquired by You during any Period of Insurance and is of a similar type to the Insured Handling Equipment and
- B) You advise Us within 30 days of such acquisition and pay any additional premium due and
- C) the maximum value of additional Handling Equipment shall not exceed the lesser of 10% of the Section Limit for Insured Handling Equipment or £100,000 and
- D) the term "Insured Handling Equipment" is deemed to include such additional Handling Equipment.

4 Removal of debris

reasonable costs incurred by You for the removal and/or clearance and/or disposal of any Insured Handling Equipment following Damage for which We have admitted liability under this Section.

Provided that:

- A) This cover is subject to a Sub-limit of £100,000
- B) You are not covered for costs arising from Pollution.

Exclusions

In addition to the General Exclusions, You are not covered for any claim:

1 Excluded perils

for:

- A) Damage to any Insured Handling Equipment caused by its own collapse or cracking
- B) inherent vice or latent defect or defect in design, manufacture or maintenance of the Insured Handling Equipment
- C) wear, tear, gradual deterioration, corrosion, rusting, marring and/or scratching
- D) mechanical, electrical and/or electronic breakdown, failure and/or derangement of the Insured Handling Equipment.

2 Fixed Handling Equipment

in respect of Insured Handling Equipment:

- A) any part of which is or
- B) that normally runs on rails or tracks which are fixed to or embedded in the ground or fixed to or forming part of any other structure for Damage:
 - 1) caused by or arising from subsidence, ground heave or landslip, coastal or river erosion, the normal settlement or bedding down of new structures, expansion in structures or foundations
 - 2) attributable solely to a change in the water table level.

3 Tyres

for Damage to tyres by punctures, cuts, bursts and/or the application of brakes.

4 Process

for Damage to any Insured Handling Equipment resulting from its undergoing any process of erection, dismantling, commissioning, alteration, repair or restoration.

5 Safe Working Load

caused by or arising from the Safe Working Load of any Insured Handling Equipment being exceeded unless for the purposes of inspection or testing.

6 Leased, loaned or hired

for any Insured Handling Equipment which You have:

- A) leased to any party.
- B) loaned or hired to any party other than a Subcontractor for the purposes of undertaking any Insured Activity on Your behalf.

Section 4 – Builders’ Risks

Cover

If this Section is shown as covered in the Schedule:

PART A

You are covered to the extent provided by this policy for:

1 Damage to Insured Build

Damage to any Insured Build within the Construction Limits occurring during the Period of Insurance and discovered prior to Completion of Construction.

2 Replacement of defective parts

reasonable costs incurred by You in repairing, replacing or renewing any part of the Insured Build where You prove to Our satisfaction that the repair, replacement or renewal is necessary solely as a result of a Latent Defect in such part discovered during the Period of Insurance prior to Completion of Construction.

Provided that You are not covered for any claim for the cost of:

- A) repairing, modifying, replacing or renewing any part as a result of its faulty design or
- B) renewing faulty welds or
- C) rectifying faulty or defective workmanship or use of unsuitable materials by You or Your Subcontractors.

3 Failure to launch

reasonable costs incurred by You to complete the launch of any Insured Build which is Damaged during the course of an unsuccessful launching operation within the Construction Limits during the Period of Insurance.

4 Bottom inspection

reasonable costs incurred by You in inspecting the bottom of any Insured Build following a grounding occurring within the Construction Limits during the Period of Insurance.

5 Sue and labour

reasonable salvage charges and/or other costs and expenses incurred to prevent or minimise any Damage covered by Cover 1 (Damage to Insured Build) of Part A of this Section. Provided that We will not pay more than the Sub-limit applicable to the Insured Build for such charges, costs and expenses.

6 Removal of debris

reasonable costs incurred by You for the removal and/or clearance and/or disposal of any Insured Build following Damage for which We have admitted liability under this Section.

Provided that:

- A) this cover is subject to a Sub-limit of £100,000
- B) You are not covered for costs arising from Pollution.

PART B

You and/or any Person Entitled to Indemnity and/or any Permitted User are covered to the extent provided by this policy for:

1 Liability

liability for damages in respect of accidental:

- A) Property Damage and/or
- B) Bodily Injury to any person.

arising as a result of any Insured Build being afloat on or navigating any body of water within the Construction Limits during the Period of Insurance.

2 Legal Costs

Legal Costs.

3 Removal of wreck

Your liability for the attempted or actual raising, removal and/or disposal of the wreck of any Insured Build which has sunk, stranded or been abandoned as a result of Damage for which We have admitted liability under this Section of the policy.

Exclusions

In addition to the General Exclusions, You are not covered for any claim:

1 Excluded activities

for any Insured Build whilst:

- A) being towed by any Vessel other than at the port of launch or during any salvage operation.
- B) racing or within the starting sequence of any race.

2 Seaworthiness

caused by or arising from any Insured Build not being in a Seaworthy condition unless such unseaworthiness arose without Your knowledge.

3 Conversion

for any Insured Build being converted or rebuilt by You when such conversion or rebuild involves any change to such Vessel's shape, type, dimension or tonnage.

4 Excluded perils

in respect of Cover 1 (Damage to Insured Build) of Part A of this Section for:

- A) Damage to any Insured Build caused by or arising from:
 - 1) gradual deterioration and/or wear and tear
 - 2) corrosion, rust, wet or dry rot, frost, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, marine life, vermin and/or insects
 - 3) change in temperature
 - 4) mechanical, electrical and/or electronic breakdown or derangement
- B) change in colour, texture or finish.

5 Part B Liability – cargo

in respect of Cover 1 (Liability) of Part B of this Section for Your liability for cargo carried on board any Insured Build.

Conditions

1 Duration of insurance

In respect of each Insured Build cover shall cease either upon:

- A) expiry of the Period of Insurance or
- B) Completion of Construction

whichever is the earlier.

2 Sistership

If any Insured Build:

- A) is in collision with or
- B) receives salvage services from

another Vessel managed, operated, chartered or wholly or partly owned by You We will provide indemnity in the same manner as if such collision or services had involved a third party Vessel.

If We and You are unable to agree the amount of the indemnity, the matter will be referred to an arbitrator agreed between You and Us whose findings shall be binding.

Section 5 – Business Interruption

Cover

If this Section is shown as covered in the Schedule, You are covered to the extent provided by this policy for:

1 Business interruption

- A) Loss of Gross Revenue arising from You being wholly or partly unable to perform Your Insured Activities at any premises shown in the Schedule and/or
- B) Increased Cost of Working

caused by or arising as a result of the following interruption events if shown as covered in the Schedule:

- 1) Damage to Insured Property
- 2) Damage to Insured Handling Equipment
- 3) Damage to any Insured Build
- 4) Damage to any Insured Vessel
- 5) Prevention of Access
- 6) Interruption of Utility Supply

commencing during the Period of Insurance and continuing during the Indemnity Period.

Exclusions

In addition to the General Exclusions, You are not covered for any claim:

1. Insured Property and/or Insured Handling Equipment and/or Insured Build and/or Insured Vessel

caused by or arising from Damage to Insured Property and/or Insured Handling Equipment and/or any Insured Build and/or any Insured Vessel unless We have admitted liability for such Damage under this policy.

2 Interruption of Utility Supply

in respect of Interruption of Utility Supply caused by or arising from Damage to property as a result of a peril not covered under Section 2 (Insured Property) of this policy.

3 Subsidence

for Prevention of Access caused by or arising from subsidence, ground heave or landslip, coastal or river erosion.

4 Riot and/or strike

for Prevention of Access caused by or arising from riot, civil commotion, strikers, locked out workers and/or persons taking part in labour disturbances.

5 Failure to launch

for costs incurred by You to complete the launch of any Insured Build which is Damaged during the course of an unsuccessful launching operation.

Conditions

1 Premium adjustment

For the purposes of premium adjustment actual and estimated Gross Revenue shall be based upon the financial year most nearly concurrent with the Period of Insurance proportionately increased to correspond with the Maximum Indemnity Period where this exceeds twelve months.

Section 6 – Vessels

Cover

If this Section is shown as covered in the Schedule:

PART A

You are covered to the extent provided by this policy for:

1 Damage to Insured Vessels

Damage to any Insured Vessel occurring within the British Isles and/or the Navigational Limits during the Period of Insurance.

2 Bottom inspection

reasonable costs incurred by You in inspecting the bottom of any Insured Vessel following a grounding occurring within the Navigational Limits during the Period of Insurance.

3 Sue and labour

reasonable salvage charges and/or other costs and expenses incurred to prevent or minimise any Damage covered by Cover 1 (Damage to Insured Vessels) of Part A of this Section. Provided that We will not pay more than the Sub-limit applicable to the Insured Vessel for such charges, costs and expenses.

4 Ancillary Trailers

Damage to any Ancillary Trailer occurring within the British Isles during the Period of Insurance.

5 Removal of debris

reasonable costs incurred by You for the removal and/or clearance and/or disposal of any Insured Vessel and/or Ancillary Trailer following Damage for which We have admitted liability under this Section.

Provided that:

- A) this cover is subject to a Sub-limit of £100,000
- B) You are not covered for costs arising from Pollution.

PART B

You and/or any Person Entitled to Indemnity and/or any Permitted User are covered to the extent provided by this policy for:

1 Liability

liability for damages in respect of accidental:

- A) Property Damage and/or
- B) Bodily Injury to any person

arising as a result of any Insured Vessel being afloat on or navigating any body of water within the Navigational Limits during the Period of Insurance.

2 Legal Costs

Legal Costs.

3 Removal of wreck

Your liability for the attempted or actual raising, removal and/or disposal of the wreck of any Insured Vessel which has sunk, stranded or been abandoned as a result of Damage for which We have admitted liability under this Section of the policy.

Exclusions

In addition to the General Exclusions, You are not covered for any claim:

1 Seaworthiness

caused by or arising from any Insured Vessel not being in a Seaworthy condition unless such unseaworthiness arose without Your knowledge.

2 Water sports

caused by or in respect of any person:

- A) engaged in snorkelling, scuba or similar recreational diving from any Insured Vessel and/or
- B) whilst being towed by (or preparing to be towed by) any Insured Vessel for the purposes of water-skiing, aquaplaning, kiting or any other waterborne or airborne activity.

3 Excluded use and/or activities

in respect of any Insured Vessel whilst:

- A) being used for any purpose other than any Insured Activity
- B) being used as a houseboat
- C) taking part in speed trials or tests
- D) racing or within the starting sequence of any race.

4 Excluded perils

in respect of Cover 1 (Damage to Insured Vessels) of Part A of this Section:

- A) for Damage to any Insured Vessel caused by or arising from:
 - 1) its own inherent vice and/or faulty and/or defective design and/or manufacture
 - 2) any fault and/or defect in any materials other than Latent Defect
 - 3) faulty and/or defective workmanship
 - 4) gradual deterioration and/or wear and tear
 - 5) corrosion, rust, wet or dry rot, frost, dryness, marring, scratching, marine life, vermin and/or insects
 - 6) mechanical, electrical and/or electronic breakdown or derangement.
- B) for Latent Defect of any part of the Insured Vessel. This exclusion does not apply to any other part of the Insured Vessel Damaged by the unexpected failure of the defective part
- C) for Damage caused by or arising from the Insured Vessel undergoing any process of alteration

- D) for Damage to tyres on any Ancillary Trailer by punctures, cuts, bursts and/or the application of brakes
- E) for protective covers and/or sails Damaged by the wind.

Condition

Sistership

If any Insured Vessel:

- A) is in collision with or
- B) receives salvage services from

another Vessel managed, operated, chartered or wholly or partly owned by You We will provide indemnity in the same manner as if such collision or services had involved a third party Vessel.

If We and You are unable to agree the amount of the indemnity, the matter will be referred to an arbitrator agreed between You and Us whose findings shall be binding.

General Exclusions

You are not covered for any claim:

1 Activities

for liability as owners, managers, operators or charterers of any:

- A) railway locomotive or rolling stock
- B) hovercraft or aircraft or other aerial device including any air strip, area or building upon which such craft land or manoeuvre or in which they are housed, maintained or repaired.

2 Employees

for Bodily Injury sustained by any:

- A) Employee
- B) self-employed person not being in partnership with You

arising out of and in the course of the employment of that person by You other than as provided in Cover 6 (Money) of Section 2 (Insured Property).

3 Living creatures

for living creatures.

This exclusion does not apply to Section 1 (Third Party Liability).

4 Asbestos

for Bodily Injury, Property Damage, remediation costs or liability of whatsoever nature directly or indirectly caused or contributed to or occurring by the presence of Asbestos, Asbestos Containing Materials or Asbestos Dust or the release of Asbestos Dust or the exposure of persons, buildings or property to Asbestos, Asbestos Containing Materials or Asbestos Dust.

5 Authorities

- A) caused by, or contributed to by, or arising from destruction, Damage, confiscation, seizure, expropriation, nationalisation, detention or requisition by any Authority other than Damage to any Insured Build and/or Insured Vessel caused by any Authority acting to prevent or minimise Pollution following Damage to such Insured Build and/or Insured Vessel for which We have admitted liability under this policy.
- B) for Your liability to any Authority for duty, and/or taxes.

6 Fines, penalties and/or damages

for Your liability for:

- A) fines and/or penalties
- B) liquidated damages, punitive damages, exemplary damages or any other multiplication of compensatory damages
- C) compensation ordered or awarded by a Court of Criminal Jurisdiction.

7 Pollution

for liability arising from Pollution other than as provided in Section 1 (Third Party Liability).

8 Theft – Insured Property, Insured Builds and/or Insured Vessels

in respect of Section 2 (Insured Property) and/or Section 4 (Builders' Risks) and/or Section 6 (Vessels) for theft or attempted theft:

- A) from:
 - 1) any outbuilding or
 - 2) any part of any building not currently being used by You in connection with Your Insured Activities and/or Support Services.
- B) unless:
 - 1) from a permanent building of substantial construction to which entry to or exit from was gained by forcible and violent means and, if such building was unoccupied at the time of the loss:
 - a) all doors, windows and other openings were left closed, securely locked and properly fastened and
 - b) any intruder alarm system fitted was duly operated and
 - c) all locks and any alarm system were in efficient working order and maintained as recommended by manufacturers and
 - d) all keys in respect of B) 1) a) above were removed from the premises or placed in a locked safe
 - or
 - 2) such theft or attempted theft involved actual or threatened assault or violence.
- C) from any Vehicle owned or operated by You whilst Unattended:
 - 1) unless at the time of the theft or attempted theft all doors, windows and other openings were closed, securely locked and properly fastened, any security devices or systems were set in operation and all keys removed and
 - 2) which if left for the night or for more than eight consecutive hours was garaged in a building which was securely closed and locked.
- D) of any Insured Build and/or Insured Vessel left unattended whilst on a Trailer unless such Trailer was:
 - 1) immobilised or protected against theft or attempted theft by use of any hitch lock, drawbar lock or wheel clamp with a Sold Secure rating of Gold or greater or
 - 2) parked in a compound secured by locked gates.
- E) of shipboard equipment under Section 6 (Vessels) unless stolen:
 - 1) with any Insured Vessel or
 - 2) from any Insured Vessel to which entry to or exit from was gained by forcible and violent means and, if such Insured Vessel was unoccupied at the time of the loss:
 - a) all doors, windows and other openings were left closed, securely locked and properly fastened and

- b) any intruder alarm system fitted was duly operated and
 - c) all locks and any alarm system were in efficient working order and maintained as recommended by manufacturers and
 - d) all keys in respect of E) 2) a) above were removed.
- F) of shipboard equipment under Section 6 (Vessels) comprising an outboard motor unless stolen from any Insured Vessel when secured to such Vessel by means of a purpose made outboard motor lock.

Exclusions 8. A) and 8. B) above do not apply to:

- 1) part A), B) or C) of Cover 7 (Goods in transit) of Section 2 (Insured Property)
- 2) any Insured Build and/or Insured Vessel whilst in transit
- 3) any Insured Build and/or Insured Vessel whilst afloat on or navigating any body of water.

9 Waste clearance

caused by or arising from fire caused by, or contributed to or exacerbated by Your failure to:

- A) place the following in metal receptacles fitted with lids:
 - 1) oily and/or greasy waste during the working day and
 - 2) used cleaning cloths when not in use
- and/or
- B) remove trade and process waste and refuse daily from any Building owned or operated by You and/or
- C) store trade and process waste in a location secured against unauthorised interference and/or
- D) remove trade and process waste from any premises shown in the Schedule at least weekly.

10 Contractual liability

for any liability:

- A) assumed under contract or agreement that would not have attached in the absence of such contract or agreement.
- B) resulting from:
 - 1) failure to meet any agreed collection, release or delivery time or date and/or
 - 2) failure to meet any performance guarantee or service standard and/or
 - 3) failure or delay in performance of any contractual obligation.

11 Defective products and/or workmanship

for the cost of removing, recalling, replacing, altering or making good:

- A) any product supplied by You or
- B) any repairs and/or workmanship undertaken by You and/or Your Subcontractors

necessitated by any defect therein or the unsuitability thereof for its intended purpose.

This exclusion does not apply to Section 4 (Builders Risk) Cover 2.

12 Professional risks

in respect of any:

- A) advice and/or
- B) design and/or
- C) specification

provided by You for a fee other than as part of any Insured Activity.

13 Insolvency

resulting from Your insolvency or failure or inability to pay or collect accounts.

14 Unexplained shortage

for:

- A) mysterious disappearance and/or unexplained loss or
- B) discrepancies discovered during stocktaking or inventory check.

15 Electronic risks

- A) caused by, or contributed to by, or arising from any Virus or Similar Mechanism.
- B) caused by or arising from any malicious act resulting in any inability or failure to receive, send, access or use Data (for any time or at all).
- C) caused by or arising from any malicious:
 - 1) creation and/or input
 - 2) destruction and/or erasure
 - 3) distortion and/or corruption and/or alteration
 - 4) misinterpretation
 - 5) misappropriation
 - 6) use

of Data.

For the purposes of this exclusion Virus or Similar Mechanism means any program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, Data or operations whether involving self-replication or not and includes trojan horses, worms and logic bombs.

16 War, Terrorism and radioactivity

caused by, or contributed to by, or arising from:

- A) war, invasion, Terrorism, act of foreign enemy, hostilities (whether war be declared or not), military or usurped power, revolution, rebellion, insurrection or civil war
- B) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- C) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

- D) the radioactive, toxic, explosive or other hazardous or contaminating properties of any:
 - 1) nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 2) radioactive matter but not radioactive isotopes, other than nuclear fuel, when such isotopes are prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- E) any chemical, biological, bio-chemical or electromagnetic weapon.

17 Misconduct

caused by or arising from any reckless or wilful misconduct by You and/or any of Your directors or partners.

18 Other Insurance

that is covered by any other policy (or would but for the existence of this policy be covered under any other policy) except for the difference between the amount payable under such other policy and the amounts payable under this policy.

19 Sanctions and illegality

to the extent that the provision of such cover would:

- 1) expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom
- 2) be prohibited by any Authority.

20 Abuse

arising from Abuse.

General Conditions

Failure to comply with Condition 3 to 6 will result in a claim being rejected or settlement reduced unless We consider such non-compliance to be immaterial to the loss.

1 Insurance Act 2015

In respect of any:

- A) duty of disclosure
- B) effect of warranties
- C) effects of acts of fraud

the rights and obligations applying to You and Us shall be interpreted in accordance with the provisions of the Insurance Act 2015.

2 Changes to the risk

You must advise Us immediately of any facts or changes which We would take into account in Our assessment or acceptance of this insurance. If You fail to comply with this Condition all benefit under this policy will be lost, the policy will be invalid and You will not be entitled to a refund of premium.

3 Reasonable precautions

You must:

- A) take reasonable precautions to:
 - 1) prevent or minimise any Damage or liability which may give rise to a claim under this policy and maintain all buildings, furnishings, ways, Marine Installations, works, machinery, plant, Vehicles and/or Trailers in a sound condition
 - 2) comply with statutory regulations or other obligations imposed by any Authority.
- B) as soon as reasonably practical after discovery, cause any defect or damage to be made good or remedied and in the meantime cause such reasonable additional precautions to be taken as the circumstances may require.

4 Hot Work

In respect of Hot Work You must take reasonable precautions to ensure that:

- A)
 - 1) the area of work is cleared of combustible materials for a safe distance from the place where such work is being carried out or
 - 2) any combustible materials and/or combustible parts of premises are covered with non-combustible blankets or screens.

prior to any Hot Work being undertaken.

For the purposes of welding or cutting operations the term "a safe distance" shall mean a distance of no less than 15 metres, and

- B) at least one fire extinguisher of a type and capacity suitable for the combustible material and the premises is kept immediately adjacent to the area of work and is in full working condition and available for immediate use, and
- C) a minimum of one fire point (comprising stand with hand operation alarm bell, two 9 litre water and two 10kg dry powder extinguishers) is available on each floor where Hot Work is carried out at any premises owned or operated by You and is in full working condition, and

- D) no Hot Work is carried out during one hour prior to normal shut down of the site at the finish of each working day, and
- E) a thorough examination for any signs of combustion is undertaken within, above and/or below any area on which Hot Work has been carried out one hour after termination of any Hot Work, and
- F) Hot Work equipment:
 - 1) is lit for as short a time as possible before use and extinguished immediately after use
 - 2) is not left unattended when lit.

5 Intruder alarm, automatic sprinkler and fire alarm systems

Where You have advised Us that any premises owned or operated by You is fitted with any intruder alarm system and/or automatic sprinkler and/or fire alarm system You must:

- A) obtain Our agreement in writing prior to replacing or altering such system and/or making any change to the Building which affects its performance
- B) maintain the system (including any automatic external alarm system) in efficient, working condition.

In respect of any intruder alarm system You must notify Us immediately if:

- 1) any police authority advises that they may be withdrawing and/or reducing the level of response to intruder alarm calls or
- 2) You are required to abate a nuisance in respect of the alarm system under any applicable legislation or under the instruction of any Authority.

In respect of any automatic sprinkler and/or fire alarm system You must take all reasonable steps to:

- A) prevent frost and other damage to such system
- B) maintain ready access to the water supply control facilities for such automatic sprinkler system.

6 Subcontractors

You must not subcontract any Insured Activity unless:

- A) prior to engaging any Subcontractor You have obtained their agreement in writing to accept no less liability than You
- If You fail to secure such agreement You will still be covered provided that You can prove to Our satisfaction that:
- 1) at the time of the loss You had established procedures for securing such agreement and
 - 2) all Employees had been instructed in writing to follow such procedures and any failure to do so was due to an isolated error.
- B) You have taken reasonable precautions to check that Your Subcontractors are who they say they are and are of good character.

7 Assignment

This insurance is not assignable or transferrable.

8 Amounts payable

The maximum amount We will pay will be the lesser of:

- A) the Policy Limit or
- B) the applicable Section Limit or
- C) the applicable Sub-limit

less the amount of any applicable co-insurance and Excess.

Any amounts payable for Legal Costs will be paid in addition to the applicable Policy Limit, Section Limit or Sub-limit (except as qualified below). If Your liability for damages covered by this policy exceeds such Policy Limit, Section Limit or Sub-limit then We will not pay more than that proportion of the Legal Costs that Our liability under this policy bears to the total amount payable by You.

In respect of any Event in North America or any claim which is brought in North America the Policy Limit, Section Limits and Sub-limits are inclusive of all Legal Costs.

At Our option We will at any time pay:

- 1) the applicable Policy Limit, Section Limit or Sub-limit (less any sums already paid) or
- 2) any lesser amount for which the claim against You may be settled.

We will then relinquish control of such claim and have no further liability in respect of it except for Legal Costs incurred prior to the date of such payment.

9 Repair, reinstatement or replacement

We will, at Our option, repair, reinstate or replace any Damaged Insured Property and/or Insured Handling Equipment and/or Insured Build and/or Insured Vessel and/or Ancillary Trailer. However, We are not bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner.

10 Underinsurance

If at the time of Damage to any:

- A) Insured Property
- B) Insured Handling Equipment
- C) Insured Build
- D) Insured Vessel
- E) Ancillary Trailer

the value of such property exceeds the applicable Sub-limit shown in the Schedule, We will not pay more than the proportion of the claim that the Sub-limit bears to the actual value of the Damaged property.

For the purposes of this condition:

- 1) the value of the property shall be its value calculated in accordance with any applicable basis of valuation.
- 2) the level of costs referred to within the basis of valuation for Insured Property other than Stock shall be those applying at the commencement of the Period of Insurance.

11 Excess

If any Event gives rise to a claim under more than one Section of this policy, only the largest Excess will apply.

12 Declaration

If the Schedule contains a premium adjustment clause:

- A) at the expiry of each Period of Insurance You must promptly supply Us with accurate declarations for each of the variables in the premium calculation shown in the Schedule.
- B) the premium will be adjusted at the rate or rates shown, subject to Our retaining the specified minimum premium for the period.

If You fail to supply the necessary declarations within three months of the expiry of the Period of Insurance We will at Our option charge a provisional adjustment premium. Such premium will be calculated on the greater of:

- 1) A) the difference between the deposit and estimated premiums for the expiring period plus
- B) 10% of estimated premium for the period.

or

- 2) the additional premium that would have been earned by applying the expiring rates to the estimates for the subsequent period.

If requested by Us declarations must be certified by Your accountants.

13 Cancellation

- A) We may cancel this policy by giving 30 (thirty) days' notice to that effect in writing by pre-paid letter post to either Your insurance adviser or Your last known address, in which case We will refund the difference (if any) between the adjusted premium for the period during which insurance was in force and the premium actually paid
- B) We will cancel this policy with immediate effect and without notice if You:
 - 1) cancel any credit agreement relating to this policy and then fail to pay Us immediately the full amount of the premium or
 - 2) fail to take the action specified in any default notice issued by Us before the date shown in it or fail to pay the first or any other subsequent instalment of premium.

The time periods above commence from midnight on the day notice of cancellation is issued.

14 Multiple insureds

Where the Insured shown in the Schedule comprises more than one party, We will provide indemnity to each in the same manner and to the same extent as if a separate policy had been issued to each. Provided that for the purposes of this contract of insurance, all such parties shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely Us and the parties shown as the Insured being jointly insured.

Irrespective of the number of parties claiming under this policy the total amount payable by Us shall not exceed any applicable Policy Limit, Section Limit or Sub-limit.

15 Law applicable

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of this policy shall be governed and construed in accordance with English law and shall be resolved within the exclusive jurisdiction of the courts of England and Wales.

16 Contracts (Rights of Third Parties) Act

A person or company who is not party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of any third party which exists or is available apart from that Act.

Basis of Valuation – Applicable to Section 2 (Insured Property), Section 3 (Insured Handling Equipment), Section 4 (Builders' Risks) and Section 6 (Vessels)

The agreed method of establishing the value of Insured Handling Equipment, Insured Property, Insured Builds, Insured Vessels and/or Ancillary Trailers for declaration and claims adjustment purposes is:

Section 2 – Insured Property

Insured Property other than Stock and/or moulds

- A) 1) the cost of reinstatement being the cost of rebuilding, repairing or restoration or
- 2) for General Contents the cost of replacement by similar property

to a condition substantially the same as, but not better or more extensive than, its condition when new

and

- B) the additional cost of reinstatement of the property as may be incurred in complying with European Union legislation or building regulations or local authority or other statutory requirements first imposed upon You following the Damage, but excluding:
- 1) requirements relating to property, or any portion of such property, which has not been Damaged other than foundations
 - 2) any rate, tax, duty, development or other charge which may arise out of capital appreciation as a result of complying with any of the legislative regulations or requirements.

The cost of complying with such Authorities' requirements will only be payable if:

- 1) incurred with Our prior consent and
 - 2) reinstatement of the Insured Property is completed within twelve months of the occurrence of the Damage or such further time as We may in writing allow and
- C) the cost of removing and/or clearing and/or disposing of debris, dismantling, demolishing, shoring up and propping portions of the property if incurred with Our prior consent but excluding costs or expenses:
- 1) incurred in removing debris except from the site of such property Damaged and the area immediately adjacent to such site.
 - 2) arising from Pollution of property not insured by this policy.

and

- D) the cost of professional fees necessarily incurred in the reinstatement of the property but excluding any fees incurred in the preparation of any claim.

Stock

- A) the invoice price for Stock where a sales contract has been agreed
- B) the new replacement value for new Stock where a sales contract has not been agreed
- C) the used market value for all other Stock

including the cost of removing debris as defined in item C) of Insured Property other than Stock above.

Moulds

the used market value.

Section 3 – Insured Handling Equipment

- A) the cost of replacement with similar new Handling Equipment of substantially the same specification if New Replacement Value is shown in the Schedule or
- B) the used market value of the Handling Equipment if Used Market Value is shown in the Schedule or
- C) the value of the Handling Equipment as detailed in the lease or hire agreement if Lease Hire Value is shown in the Schedule.

Section 4 – Insured Builds

Insured Builds other than materials allocated but not yet incorporated into the build

the cost of reinstatement being the cost of rebuilding, repairing or restoring.

Materials allocated but not yet incorporated into the build

- A) the new replacement value for new materials
- B) the used market value for second hand and/or used materials.

Section 6 – Vessels

the used market value of the Insured Vessel or Ancillary Trailer.

Claims Conditions

Failure to comply with Claims Conditions 2 to 5 will result in a claim being rejected or settlement reduced unless in Our opinion such failure has not prejudiced Our investigation, defence or mitigation of the claim.

1 Notification to Us

You must notify Us as soon as reasonably possible of any:

- A) claim made against You or
- B) circumstances or incident which might give rise to a claim under this policy

above the amount of any applicable Excess.

You will still be covered if You fail to give such notification provided that the claim, circumstances or incident (whichever You are aware of first) is notified to Us within three months from the time You first became aware of it provided that in Our opinion the delay in notification:

- 1) has not prejudiced the investigation, defence or mitigation of the claim and
- 2) has not materially influenced the renewal of, or Our underwriting of this policy.

Claims must be notified to:

Transportation Claims
Royal and Sun Alliance Insurance plc
17 York Street
Manchester
M2 3GR

Telephone during normal working hours 0161 235 3876

Facsimile 0161 235 3903

E-mail marinetransportation.claims@uk.rsagroup.com

2 Notification to the police

You must give immediate notice to the police in respect of theft or Damage caused by malicious persons giving rise (or which may give rise) to a claim under this policy.

3 Responsible parties

You must take all reasonable steps to hold responsible any party who has (or may have) a liability in respect of any incident giving rise (or which may give rise) to a claim under this policy, including the giving of written notice in due time and ensuring that any time limit is protected.

4 Legal process

If You receive any writ, summons and/or legal process relating to a claim under this policy You must immediately upon receipt:

- A) advise Us verbally, or by facsimile or e-mail and
- B) forward the document to Us unanswered.

5 Claims control and co-operation

In respect of any claim under this policy You must:

- A) not admit liability nor make any offer, promise or payment nor give indemnity without Our written consent
- B) send to Us as soon as possible a detailed claim in writing and supply copies of correspondence or such further particulars as reasonably required by Us
- C) at all times give Us full co-operation
- D) allow Us at Our option to take over and conduct in Your name the defence or settlement of any claim or to institute or prosecute in Your name for Our benefit any claim for indemnity or damages or otherwise and allow Us full discretion in the conduct of any proceedings or in the settlement of any claim
- E) allow Us to act as necessary for the purposes of enforcing any rights and remedies and obtaining relief or indemnity against other parties.

6 Rights of recovery

Upon the payment of any claim, all Your rights and remedies against such other parties will be subrogated to Us and We shall receive the benefit of any amount(s) recoverable from such other parties. In the event the net recovery received from any such other parties exceeds the amount paid by Us to You in respect of the claim, then We shall account to You for any such excess.

Complaints Procedure

OUR COMMITMENT TO CUSTOMER SERVICE

At RSA We are committed to going the extra mile for Our customers. If You believe that We have not delivered the service You expected, We want to hear from You so that We can try to put things right. We take all complaints seriously and following the steps below will help Us understand Your concerns and give You a fair response.

Step 1

If Your complaint relates to Your policy then please contact the sales and service team in the office which issued the Policy or Your Broker. If Your complaint relates to a claim then please call the claims helpline number shown in Your policy booklet.

We aim to resolve Your concerns by close of the next business day. Experience tells Us that most difficulties can be sorted out within this time.

Step 2

In the unlikely event that Your concerns have not been resolved within this time, Your complaint will be referred to Our Customer Relations Team who will arrange for an investigation on behalf of Our Chief Executive. Their contact details are as follows:

Post: RSA Customer Relations Team
P O Box 255
Wymondham
NR18 8DP

Email: crt.halifax@uk.rsagroup.com

Our promise to You

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep You informed of progress
- Do everything possible to resolve Your complaint
- Use the information from Your complaint to proactively improve Our service in the future.

Once We have reviewed Your complaint We will issue Our final decision in writing within 8 weeks of the date We received Your complaint.

If You are still not happy

If You are still unhappy after Our review, or You have not received a written offer of resolution within 8 weeks of the date We received Your complaint, You may be eligible to refer Your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints. They can be contacted at:

Post: Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Telephone: 0800 0234567 (free from standard landline, mobiles maybe charged)
0300 1239123 (same rate as 01 or 02 numbers, on mobile phone tariffs)

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

Website: www.financial-ombudsman.org.uk

You have six months from the date of Our final response to refer Your complaints to the FOS. This does not affect Your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

Thank you for Your feedback

We value Your feedback and at the heart of Our brand We remain dedicated to treating Our customers as individuals and giving them the best possible service at all times. If We have fallen short of this promise, We apologise and aim to do everything possible to put things right.

Fair Processing Notice

How We use Your Information

Please read the following carefully as it contains important information relating to the details that You have given Us. You should show this notice to any other party related to this insurance.

Who We are

This product is underwritten by Royal & Sun Alliance Insurance plc.

You are giving Your information to Royal & Sun Alliance Insurance plc, which is a member of the RSA Group of companies (the Group). In this information statement We, Us and Our refers to the Group unless otherwise stated.

How Your information will be used and who We share it with

Your information comprises of all the details We hold about You and Your transactions and includes information obtained from third parties.

If You contact us electronically, We may collect Your information identifier, e.g. Internet Protocol (IP) Address or telephone number supplied by Your Service Provider.

We may use and share Your information with other members of the Group to help Us and them:

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop Our services, systems and relationships with You;
- Understand Our customers' requirements;
- Develop and test products and services.

We do not disclose Your information to anyone outside the Group except:

- Where We have Your permission; or
- Where We are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies and other companies that provide a service to Us, Our partners or You; or
- Where We may transfer rights and obligations under this agreement.

We may transfer Your information to other countries on the basis that anyone We pass it to provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which You provided it. Details of the companies and countries involved can be provided on request.

From time to time We may change the way We use Your information. Where We believe You may not reasonably expect such a change We shall write to You. If You do not object, You will consent to that change.

We will not keep Your information for longer than is necessary.

Sensitive Information

Some of the information We ask You for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about You or others except for the specific purpose for which You provide it and to carry out the services described in Your policy documents. Please ensure that You only provide Us with sensitive information about other people with their agreement.

How to contact us

On payment of a small fee, You are entitled to receive a copy of the information We hold about You. If You have any questions, or You would like to find out more about this notice You can write to:

Data Protection Liaison Officer,
Customer Relations Office,
RSA,
Bowling Mill,
Dean Clough Industrial Estate,
Halifax
HX3 5WA.

