

Quaysiders' Insurance Policy

The Underwriters of this policy are: -

Tokio Marine HCC International.

Tokio Marine HCC International is authorised regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference 202655)

GDPR/Data Protection Act 2018

Please note that any information provided to **Underwriters** will be processed by **Underwriters** and our agents in compliance with the provisions of the GDPR/Data Protection Act 2018 for the purpose of providing insurance and handling claims and complaints, if any, which may necessitate providing such information to third parties.

In addition, **Underwriters** may pass information that **You** have provided, including sensitive personal data, to selected third parties such as the police, fraud and credit reference agencies and other bodies to substantiate information provided to **Underwriters**, to assist in the prevention and detection of fraudulent claims or as part of **Underwriters** anti-money laundering procedures.

By entering into this contract of insurance you are confirming that you understand that We will be obliged to process your personal data as detailed in this contract and in our Privacy Notice <https://www.tmhcc.com/en/legal/privacy-policy>. You are also confirming that this is understood by all those natural persons whose personal data we will be obliged to process in order to fulfil the contract of insurance, including data provided by You relating to Your directors, officers, partners, and Employees.

Quaysiders' Insurance Policy

Our Agreement

This POLICY is underwritten by US and arranged through DeNovo Underwriting Agencies Ltd in accordance with the authority granted under the Contract Number stated in the policy certificate.

This POLICY consists of the Policy Definitions, Exclusions and Important Conditions, the policy certificate, the coverage Sections stated as operative in the policy certificate, if any, all of which are a single document and are to be read as one contract. In deciding to accept this POLICY and in setting the terms and premium WE have relied on the information which YOU have provided to US.

WE will, in consideration of the payment of the premium, insure YOU, subject to the terms and conditions of this POLICY against the events set out in the operative Sections and occurring in connection with the BUSINESS during the Period of Insurance or any subsequent period for which WE agree to accept payment of premium.

YOU should keep a record (including copies of letters) of all information YOU supply to YOUR broker/intermediary or US in connection with this contract of insurance. No change or modification to this POLICY shall be effective unless confirmed in writing by YOUR broker/intermediary.

Please read this POLICY carefully and make sure that it meets YOUR needs. If any corrections are necessary YOU should contact DeNovo Underwriting Agencies Ltd through whom this policy was arranged.

If YOU are unable to resolve any questions or concerns with YOUR broker/intermediary please refer to the complaints procedure.

Please keep this POLICY in a safe place – YOU may need to refer to it if YOU have to make a Claim.

Information You have Given Us

In deciding to accept this POLICY and in setting the terms, including premium, WE have relied on the information which YOU have provided to US. YOU must take care when answering any questions WE ask to ensure that any information provided is accurate and complete.

If WE establish that YOU deliberately or recklessly provided US with untrue or misleading information,

WE will have the right to:

treat this POLICY as if it never existed; decline all claims; and retain the premium.

If WE establish that YOU carelessly provided US with untrue or misleading information WE will have the right to:

(i) treat this POLICY as if it never existed, refuse to pay any claim and return the premium YOU have paid, if WE would not have provided YOU with cover;

(ii) treat this POLICY as if it had been entered into on different terms from those agreed, if WE would have provided YOU with cover on different terms;

(iii) reduce the amount WE pay on any claim in the proportion that the premium YOU have paid bears to the premium WE would have charged YOU, if WE would have charged YOU more.

WE will notify YOU in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, WE will have the right to:

give YOU thirty days' notice that WE are terminating this policy; or

give YOU notice that WE will treat this POLICY and any future claim in accordance with (ii) and/or (iii), in which case YOU may then give US thirty days' notice that YOU are terminating this policy.

If this POLICY is terminated in accordance with (i) or (ii), WE will refund any premium due to YOU in respect of the balance of the Period of Insurance.

Change In Circumstances

YOU must notify the broker/intermediary in writing, by email or by telephone as soon as practically possible of becoming aware of any changes in the information YOU have provided to US which happen before or during any period of insurance. If YOU become aware that the information YOU have given US is inaccurate, YOU should inform YOUR broker/intermediary as soon as practicably possible.

When WE are notified of a change WE will tell YOU if this affects this POLICY. For example WE may cancel the POLICY in accordance with the cancellation and cooling-off provisions amend the terms of this POLICY or require YOU to pay more for this insurance. If YOU do not inform US about a change it may affect any claim YOU make or could result in this insurance being invalid.

Accessibility

Upon request DeNovo Underwriting Agencies Ltd can provide audio or large print versions of this POLICY and the associated documentation including the Key Facts document. If YOU require an alternative format YOU should contact YOUR broker/intermediary through whom this POLICY was arranged.

Sanctions

WE shall not provide any benefit under this POLICY to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Quaysiders' Insurance Policy

Definitions

The words listed below carry the same meaning wherever they appear in any section of the POLICY in CAPITAL LETTERS unless their meaning is varied by a specific definition or otherwise in a particular section.

ACCIDENT: Loss or DAMAGE caused suddenly by fortuity and/or accident.

BODILY INJURY: Death, injury, illness or disease.

BUILDINGS: Buildings identified as insured buildings in the policy certificate, associated walls, gates, fences, electronic communications, aerials, under ground pipes, wiring & cables, sanitary fittings & landlords fixtures & fittings.

BUSINESS: The occupation stated in the policy certificate.

BUSINESS EQUIPMENT: Fixtures, fittings, furniture, machinery (excluding YARD PLANT), fixed glass and its framework and all other contents (including personal effects or tools used in the BUSINESS and belonging to THE INSURED or any director, partner, customer or EMPLOYEE of THE INSURED) excluding specified goods, STOCK and landlords fixtures & fittings.

CONSEQUENTIAL LOSS: Loss resulting from interruption of or interference with the BUSINESS carried on by THE INSURED at the PREMISES in consequence of DAMAGE to PROPERTY used by THE INSURED at the PREMISES for the purposes of the BUSINESS.

CHANDLERY: STOCK of marine components maintained for sales and sales support.

CRUISING RANGE: The area within the OPERATING LIMITS in which STOCK may be used, displayed, moved or stored in accordance with the POLICY.

DAMAGE: Accidental loss, destruction or damage.

EMPLOYEE: Any person whilst:

1. Engaged under a contract of service or apprenticeship with THE INSURED;
2. Acting in the capacity of non executive director of THE INSURED;
3. Supplied to, hired or borrowed by THE INSURED in the course of BUSINESS, including but not limited to:
 - 3.1 labour masters or persons supplied by them;
 - 3.2 labour only subcontractors;
 - 3.3 self-employed persons;
 - 3.4 drivers or operators of hired-in-plant;
 - 3.5 persons engaged under work experience, training, study, exchange or similar schemes;
 - 3.6 voluntary workers;
 - 3.7 persons working under The Community Offenders Act 1978, The Community Offenders (Scotland) Act 1978 or similar legislation;
 - 3.8 prospective employees who are being assessed by THE INSURED as to their suitability for employment;
 - 3.9 and, where THE INSURED so requests:
 - Outworkers or homeworkers employed under contracts to execute personally any work in connection with the BUSINESS whilst they are engaged in that work.

EXHIBITIONS/S: Those exhibitions named in the policy certificate to Section 1F of the POLICY.

EXHIBITION PROPERTY: Exhibits, stands, marquees, furniture, furnishings, display materials, office equipment, stationery and other similar property on the stand for the purpose of the EXHIBITION.

EXPENSES: Costs directly incurred in connection with an EXHIBITION including advertising, printing, stationery, insurance premiums, charges for space and services, hire or vans, transport charges and costs of installing stands, fittings and exhibits.

GREAT BRITAIN: England & Wales & Scotland but not the territorial seas adjacent thereto as defined by The Territorial Sea Act 1987, nor the Isle of Man, or the Channel Islands.

GROSS PROFIT: The amount by which the TURNOVER plus the value of closing STOCK exceeds purchases plus the value of the opening STOCK. The Rate of Gross Profit is the GROSS PROFIT expressed as a percentage of TURNOVER.

INDEMNITY/indemnify: a sum of money that is given as payment for DAMAGE or loss.

LATENT DEFECT: A hidden flaw, weakness or imperfection in the design, manufacture or build of the vessel or marine property that is not apparent by routine inspection and is not a result of gradual deterioration or a lack of maintenance.

MONEY: Cash, Bank notes, Cheques, Girocheques, Banker's Drafts, Money Orders, Postal Orders, Bills of Exchange, unused Postage Stamps, National Insurance Stamps, National Savings Stamps & Certificates, V.A.T. Purchase Invoices and unused units in franking machines, all being THE INSURED's own property or for which THE INSURED are legally responsible together with Luncheon Vouchers which are THE INSURED's own property but only whilst in THE INSURED's custody.

Definitions continued...

NORTH AMERICA: The United States of America or Canada or any territory within the jurisdiction of either country.

OPERATING LIMITS: Within an area bounded as follows:

1. Not West of 12 degrees West;
 2. Not North of 60 degrees North (but including all Sweden & Finland);
 3. Not East of 20 degrees East;
 4. Not South of 36 degrees North (but including The Canary Islands)
- And including any European Community country whether within the specified area or not.

OUTSTANDING DEBIT BALANCE: The sums outstanding in THE INSURED's records of the individual amounts owed to THE INSURED by customers.

PLANT: The plant described in the policy certificate to Section 1D of this POLICY including all electrical or metal mechanical parts integral to the plant including in the case of electricity driven plant the individual starter and the wiring between the motor and starter.

POLICY: The document which sets out all clauses, terms, provisions, exclusions, conditions and limits of INDEMNITY and which includes:

1. The policy certificate, notices and other documents attaching from time to time; and
2. All endorsements incorporated and issued in the document all of which shall be read together and constitute the contract of insurance.

POLLUTION:

1. Pollution or contamination of any description of BUILDINGS or other man made or natural structures or of water or land (including anything growing in or on or contained in or on the land) or of the atmosphere including that within BUILDINGS or other man made or natural structures;
2. DAMAGE or BODILY INJURY directly or indirectly caused by such pollution or contamination.

PREMISES: BUILDINGS or part of BUILDINGS situated at the address or addresses shown in the policy certificate (listed where applicable) and occupied by THE INSURED for the purposes of the BUSINESS.

PRODUCTS: Goods including containers and packaging sold, supplied, installed, erected, repaired, treated or serviced by THE INSURED including any advice, instruction or design relating to such goods.

PROPERTY: Shall mean material property used by THE INSURED in connection with the BUSINESS.

STOCK: STOCK held for sale or for servicing items for sale, including work in progress and goods held in trust in relation to sale.

TERRITORIAL LIMITS: GREAT BRITAIN, Isle of Man and the Channel Islands or as specified in the policy certificate.

TERRORISM: Shall mean an act, including for example the use of force or violence and/or the threat 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), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

THE INSURED/INSURED:

1. A party identified in the policy certificate as the Insured.
2. At the request of the Insured:
 - 2.1 any director or EMPLOYEE of the Insured while acting on behalf of or in the course of employment by the Insured in respect of liability for which the Insured would have been entitled to INDEMNITY under this POLICY if the claim against any such person had been made against the Insured;
 - 2.2 any officer, member or EMPLOYEE of the Insured's social, sports or welfare organisation or fire, first aid or ambulance service in such respective capacity;
 - 2.3 any director, partner or senior official of the Insured in respect of private work carried out with the consent of the Insured by any EMPLOYEE of the Insured for any such person. Provided that such person shall, as though they were the Insured, observe, fulfil and be subject to the terms, exceptions, conditions and endorsements of this POLICY as far as they can apply.

UNDERWRITERS: Tokio Marine HCC International

TURNOVER: The money paid or payable to THE INSURED for goods sold & for services rendered in course of the BUSINESS.

WEAR AND TEAR: Wear and tear is damage and deterioration that naturally and inevitably occurs as a result of normal wear or aging.

WE/US/OUR: Any reference to 'We', 'Us', 'Our' or 'Their' means UNDERWRITERS as defined above &/or DeNovo Underwriting Agencies Ltd.

YARD PLANT: Machinery and implements used in the BUSINESS processes & identified as yard plant in the policy certificate.

YOU/YOUR: Any reference to 'You' or 'Your' means the individual, company or other organisation named as THE INSURED in the policy certificate.

Quaysiders' Insurance Policy

General Conditions

Applicable to all sections of this POLICY except where otherwise stated

Fraud:

1. If THE INSURED, or anyone acting for THE INSURED, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device,
2. THE UNDERWRITERS:
 - (a) will not be liable to pay the claim; and
 - (b) may recover from THE INSURED any sums paid by THE UNDERWRITERS to THE INSURED in respect of the claim; and
 - (c) may by notice to THE INSURED treat this POLICY as having been terminated with effect from the time of the fraudulent act.

If THE UNDERWRITERS exercise their right under (c) above:

- (i) THE UNDERWRITERS shall not be liable to THE INSURED in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to THE UNDERWRITER'S liability under this POLICY (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- (ii) THE UNDERWRITERS need not return any of the premium

Deception:

3. This POLICY does not cover DAMAGE directly or indirectly caused by or through or in consequence of infidelity or dishonesty of any person to whom PROPERTY insured hereunder may be entrusted, nor does this POLICY cover DAMAGE resulting from THE INSURED voluntarily parting with title or possession of any PROPERTY if induced to do so by any fraudulent scheme, trick, device or false pretence nor does this POLICY cover any unexplained loss, mysterious disappearance or loss or shortage disclosed on taking inventory.

Reasonable Precautions:

4. THE INSURED shall take and cause to be taken all practicable steps to prevent BODILY INJURY, DAMAGE or financial loss.

Assignment:

5. No assignment of or interest in this POLICY or in any moneys which may be or become payable there under is to be binding or recognised by THE UNDERWRITERS unless a dated notice of such assignment of interest signed by THE INSURED and (in cases of subsequent assignment) the assignor be endorsed on this POLICY and the POLICY and such endorsement be produced before payment of any claim or any premium there under. Nothing in this clause is to have effect as an agreement by THE UNDERWRITERS to a sale or transfer.

Adjustment of Premium:

6. The premium has been calculated on estimates supplied by THE INSURED who shall keep an accurate record of information on matters for which estimates have been given and which shall, if required, be available to the UNDERWRITERS for inspection. Within ninety days of the expiry of each period of insurance THE INSURED shall supply THE UNDERWRITERS with a true statement of particulars necessary for the adjustment of the premium and should these particulars differ from the estimates upon which the premium has been paid, the difference in premium shall be met by a further proportionate payment or refund as the case may be, but subject to any minimum premium retentions there may be stated on the policy certificate.

Non-Payment of Premium:

7. In the event that premiums requested by THE UNDERWRITERS for subsequent renewals remain unpaid on the renewal date and in the absence of any formal arrangements to ensure payment, this POLICY will be deemed to have lapsed with effect from the renewal date. No further cover will be provided by THE UNDERWRITERS without submission of a fresh proposal at which time THE UNDERWRITERS may (at their discretion) reinstate cover.

General Conditions - continued...

Instalment Payment of Premiums:

8. If payment under this POLICY is effected by instalments - in the event of any instalment payment not being received on the due date then it is a ground to cancel the policy in accordance with the Cancellation & Cooling-Off provisions.

Cancellation and Cooling-Off Period:

9. (a) **THE INSURED's Right to Cancel during the Cooling-Off Period**
THE INSURED is entitled to cancel this POLICY by notifying THE UNDERWRITERS in writing, by email or by telephone within fourteen days of either:

- (i) the date THE INSURED receives this POLICY; or
- (ii) the start of THE INSURED's period of insurance whichever is the later.

A full refund of any premium paid will be made unless THE INSURED has made a claim in which case the full annual premium is due.

(b) **THE INSURED's right to Cancel after the Cooling-Off Period**

THE INSURED is entitled to cancel this POLICY after the cooling-off period by notifying THE UNDERWRITERS in writing, by email or by telephone. Any return of premium due to THE INSURED will be calculated at a proportional daily rate depending on how long the POLICY has been in force unless THE INSURED has made a claim in which case the full annual premium is due.

(c) **THE UNDERWRITER's Right to Cancel**

THE UNDERWRITERS are entitled to cancel this POLICY, if there is a valid reason to do so, including:

- (i) any failure by THE INSURED to pay the premium; or
- (ii) a change in risk which means THE UNDERWRITERS can no longer provide THE INSURED with insurance cover; or

(iii) non-cooperation or failure to supply any information or documentation THE UNDERWRITERS request, such as details of a claim, by giving THE INSURED fourteen days notice in writing. Any return of premium due to THE INSURED will be calculated at a proportional daily rate depending on how long the POLICY has been in force unless THE INSURED has made a claim in which case the full annual premium is due.

Choice of Law :

10. The parties are free to choose the law applicable to this POLICY. Unless specifically agreed to the contrary this POLICY will be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales. The language of this POLICY and all communications relating to it will be in English.

Contract (Rights of Third Parties) Act 1999:

11. A person who is not party to this contract of insurance has no right under The Contract (Rights of Third Parties) Act 1999 to enforce any term of this contract of insurance, but this does not affect any right or remedy of a third party which exists or is available apart from The Act.

Data Protection

12. Any information provided to US regarding THE INSURED, any person insured or any EMPLOYEE will be processed by US, in compliance with the provisions of the General Data Protection Regulations, for the purpose of providing insurance and handling claims or complaints, if any. This may necessitate providing such information to third parties.

General Conditions — Claims & Accidents

Claims Procedure:

1. In the event of any occurrence which may give rise to a claim under this insurance, notice as soon as practicably possible must be given to THE UNDERWRITERS.
2. Full information of the occurrence must be given in writing as soon as practicably possible thereafter with names and addresses of witnesses and any third party claimants.
3. THE INSURED must send, without replying, to THE UNDERWRITERS as soon as practicably possible, all claims, letters, summonses, writs, or documents which they receive from third parties and give to THE UNDERWRITERS whatever assistance and information they may require.
4. No admission of liability or promise of payment may be made without the THE UNDERWRITERS' written consent.
5. THE INSURED will give all information and assistance required by THE UNDERWRITERS.

Reporting Procedure Malicious DAMAGE:

6. In the event of circumstances giving rise to or likely to give rise to a claim caused by or arising from malicious DAMAGE or theft, THE INSURED shall report the circumstances or theft to the Police as soon as practicably possible.

If the INSURED does not comply with the above conditions it may impair their ability to make a claim under this POLICY.

Admissions to Third Parties:

7. No liability of any sort shall be admitted and no undertaking given, nor may any promise or payment be made or legal expenses incurred by THE INSURED without the written consent of THE UNDERWRITERS.

Quaysiders' Insurance Policy

**General Conditions — Claims & Accidents
continued...**

Conduct of Claims, Defences, and Recovery actions:

8. THE UNDERWRITERS shall be entitled, if they so desire, to take over and conduct in the name of THE INSURED the defence of any action, or to prosecute any claim for INDEMNITY or damages or otherwise against any third party.

Repairs and Tenders:

9. THE UNDERWRITERS shall be entitled to decide the port to which a vessel proceeds for docking or repair, the additional expense of the voyage arising from compliance with THE UNDERWRITERS' requirements being refunded to THE INSURED. THE UNDERWRITERS shall have a right to choose the place of repair or repairing firm and may also take tenders or may require tenders to be taken for the repair of a vessel.

Constructive Total Loss:

10. In ascertaining whether a vessel is a constructive total loss the insured value shall be taken as the repaired value, and nothing in respect of the damaged or break-up value of a vessel or wreck shall be taken into account. No claim for constructive total loss based upon the cost of recovery and/or repair shall be recoverable unless such cost would exceed the insured value.

Un-repaired DAMAGE:

11. In no case shall THE UNDERWRITERS be liable for unrepaired DAMAGE in addition to a subsequent total loss sustained during the period of insurance shown in the policy certificate.

Reinstatement of Loss

12. THE UNDERWRITERS may at their option reinstate or replace any PROPERTY of THE INSURED that has suffered DAMAGE instead of paying the amount of any claim in respect of that DAMAGE in money. Reinstatement and/or replacement shall be as close to the original specification as possible. It shall not be incumbent upon THE UNDERWRITERS to achieve an exact restoration. If THE UNDERWRITERS elect to reinstate or replace, THE INSURED shall take all practical steps to provide them, when required, with such plans, specifications and information as may be deemed necessary or expedient for the purpose. If an item damaged by an insured event is repaired and as a result its value increases THE UNDERWRITERS may deduct from the claims settlement that would otherwise be due an amount equivalent to that increase in value.

Limit of INDEMNITY

13. If THE UNDERWRITERS are liable to indemnify more than one party the total amount of INDEMNITY to all such parties together shall not exceed the amount specified in the policy certificate.

Other Insurances:

14. In the event of any claim arising which is also recoverable under any other insurance, THE UNDERWRITERS shall not be liable for more than their rateable portion of such claim.

**Important Conditions
Applicable to the sections specified only**

Cruising Range (Section 1B & 3C):

1. Cruising within the limits stated in the policy certificate or, held covered on terms to be arranged (subject to prompt advices).

Speed (Section 1B & 3C):

2. That the maximum design speed of THE INSURED vessel, or the parent vessel in the case of a vessel with boat(s) does not exceed 17 knots. Where THE UNDERWRITERS have agreed to delete this condition, the terms of the Speed Boat Clause (Endorsement No.2) shall also apply.

Use of Vessel(s) (Section 1B & 3C):

3. Not to be let out on hire or charter unless specifically agreed by THE UNDERWRITERS and endorsed hereon.

Condition of Vessel (Section 1B & 3C):

4. THE INSURED shall take all practical steps to maintain all vessels in a proper state of repair and seaworthiness and to safeguard them from DAMAGE.

General Exclusions

Applicable to all sections of this POLICY except where otherwise stated

THIS POLICY DOES NOT COVER

Excesses:

- 1.1 The first £250 of any claim unless otherwise specified below or elsewhere in the POLICY or policy certificate;
- 1.2 the first £50 of each claim under Section 2B—Money & Personal Accident Assault

THIS POLICY DOES NOT COVER LOSS, DAMAGE, EXPENSE OR ANY LEGAL LIABILITY OF WHATSOEVER NATURE DIRECTLY AND/OR INDIRECTLY CAUSED BY OR CONTRIBUTED TO BY OR ARISING FROM:

Radioactive Contamination Exclusion:

- 2.1 Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- 2.2 the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

War:

3 War, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or government entities, civil war, rebellion, revolution, insurrection, martial law, usurpation of power, or civil commotion assuming the proportions of or amounting to an uprising.

Sonic Bangs Exclusion:

4. Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

Terrorism

5. This insurance excludes liability for loss, injury, DAMAGE, cost or expense of whatsoever nature directly 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.

This POLICY also excludes loss, injury, 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.

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

Asbestos Exclusion (Section 3 only)

6. This POLICY does not apply to or include any legal liability for any loss, costs or expense arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to Asbestos or materials or products containing Asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

Marine Cyber Endorsement

Subject only to paragraph 3 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 means for inflicting harm, of any computer, computer system, computer process or any other electronic system. Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use of operation is not as means for inflicting harm.

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, paragraph 1 shall not operate to exclude losses (which would otherwise be covered) arising from the sue 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.

Latent Defect

8. The cost of replacing, repairing or renewing a defective part caused by a LATENT DEFECT unless specifically insured during construction under the terms of Section 1C part 3 Builders Risks.

Quaysiders' Insurance Policy

Section 1A—Property Damage - Buildings & Business Equipment

COVER:

Subject to the specific exclusions below and the General Exclusions and Important Conditions of the POLICY, this POLICY covers PROPERTY used in the BUSINESS belonging to THE INSURED and described in the policy certificate, or for which THE INSURED is legally responsible, against DAMAGE including costs and expenses incurred in removing debris, demolishing, shoring up or propping following such DAMAGE (and in respect of fixed glass at the PREMISES the cost of boarding up pending replacement following DAMAGE) caused by:

1. ACCIDENT;
2. Fire, Lightning, Flood;
3. Malicious Acts.

Reinstatement basis of claim settlement:

In the event of a claim arising for which THE UNDERWRITERS are liable in respect of any BUILDINGS then the basis on which the amount of the loss is to be calculated shall be the cost of reinstating that property at the time of DAMAGE giving rise to the claim occurred, to a condition substantially the same but not better or more extensive than its condition when new.

Capital Additions:

The insurance of BUILDINGS and BUSINESS EQUIPMENT under this Section 1A extends to cover any newly acquired PROPERTY insofar as it is not otherwise insured and alterations and improvements to the PROPERTY but not in respect of appreciation in value during the current period of insurance at the PREMISES; Provided that:

1. Cover provided under this extension at any one time will not exceed ten per cent of the total of the sums insured on such PROPERTY or £250,000 whichever is the less;
2. THE INSURED undertakes to give particulars of such PROPERTY each six months and to effect specific insurance thereon retrospective to the date of the commencement of THE UNDERWRITERS' liability.

EXCLUSIONS:

THE UNDERWRITERS shall not be liable under this section of the POLICY for:

Moveable PROPERTY:

1. DAMAGE to moveable PROPERTY in the open or fences or gates by wind, rain or hail.

Unexplained Disappearance:

2. DAMAGE due to unexplained disappearance or inventory shortage, misfiling or misplacing of information.

Boilers:

3. Cracking, fracturing, collapse or overheating of boilers, economisers, vessels, tubes or pipes, nipple leakage or the failure of welds of boilers.

Design materials or Workmanship:

4. DAMAGE caused by:
 - 4.1 faulty or defective design materials or workmanship inherent or LATENT DEFECT, wear and tear or frost;
 - 4.2 corrosion, rusting, dampness, dryness, wet or dry rot, shrinkage, evaporation, loss of weight, contamination, POLLUTION, change in temperature, colour, flavour, texture or finish, vermin, insects, marring or scratching.

Subsidence:

- 4.3 Downward movement of the ground beneath the buildings other than by settlement

Collapse:

- 4.4 collapse or cracking of BUILDINGS.

Bursting or Overflowing:

- 4.5 bursting, overflowing, discharging or leaking of water tanks apparatus or pipes when the PREMISES are empty or disused.

Settlement:

- 4.6 downward movement as a result of the soil being compressed by the weight of the buildings within ten years of construction.

Water Table Level:

5. DAMAGE attributable solely to change in the water table level.

Breakdown:

6. DAMAGE to PROPERTY caused by:
 - 6.1 mechanical or electrical breakdown or derangement of damaged PROPERTY;
 - 6.2 use contrary to the manufacturer's instructions;
 - 6.3 undergoing any process.

Section 1B—Property Damage—Stock, Chandlery & Vessels

COVER:

Subject to the specific exclusions below and the General Exclusions and Important Conditions of the POLICY, this POLICY covers PROPERTY used in the BUSINESS belonging to THE INSURED and described in the policy certificate, or for which THE INSURED is legally responsible, against DAMAGE including costs and expenses incurred in removing debris, shoring up or propping following such DAMAGE caused by:-

1. ACCIDENT;
 2. Fire, Lightning, Flood;
 3. Malicious Acts;
 4. Outboard Motor(s) dropping off or falling overboard;
 5. LATENT DEFECT in a vessel (less than 3 years old) or its machinery
 6. Negligence of any person;
 7. Theft of an entire vessel or its boat(s);
 8. Theft of outboard motor(s) provided it is securely locked to an insured vessel or her boat(s) by an approved anti-theft device in addition to the normal method of attachment;
 9. Theft of machinery including outboard motor(s), gear or equipment, following upon forcible and violent entry into or exit from the vessel or place of storage including DAMAGE caused by thieves,
- provided such loss or DAMAGE has not resulted from want of due diligence by THE INSURED.

New for Old:

Deductions not exceeding one-third on account of new material replacing old may be made at THE UNDERWRITERS' discretion in respect of loss or DAMAGE to:

1. Protective covers, sails, running rigging and batteries;
2. Outboard motors, and outdrive legs whether or not insured by separate valuation under this POLICY.

ADDITIONAL COVER:

Sighting Salvage and incidental expenses:

10. The expenses of sighting a vessel's bottom after grounding are covered by this POLICY if reasonably incurred specifically for that purpose even if no DAMAGE is found.
11. THE UNDERWRITERS will pay for all charges and expenses (up to the maximum limit specified in the policy certificate) incurred in minimising or averting a loss which would be covered by this POLICY.
12. If a vessel is damaged by an event covered by Section 1B of this POLICY and subsequently becomes a pollution hazard or threat, THE UNDERWRITERS will pay for any loss or DAMAGE to a vessel directly caused by any Governmental Authority acting to prevent or minimise such pollution hazard or threat.

EXCLUSIONS:

THE UNDERWRITERS shall not be liable under this section of the POLICY for:

WEAR AND TEAR:

1. WEAR AND TEAR, depreciation, mechanical or electrical derangement or breakdown, loss or DAMAGE caused by vermin.

Sails & Covers:

2. DAMAGE to sails or protective covers split by the wind or blown away while set unless in consequence of DAMAGE to the spars to which sails are bent, or occasioned by a vessel being stranded, sunk, burnt, on fire, in collision or contact with any external substance (ice included) other than water.

Masts & Spars:

3. DAMAGE to sails, masts, spars or standing and running rigging while a vessel is racing, unless such DAMAGE is caused by a vessel being stranded or sunk, on fire, in collision or contact with any external substance (ice included) other than water.

Design Fault:

4. The cost of replacing or repairing any part condemned solely because of a fault in design or construction.

Quaysiders' Insurance Policy

Section 1B—Stock, Chandlery & Vessels
Exclusions continued...

Defective Work:

5. The cost of rectifying any defect resulting from either negligence or breach of contract in respect of any repair or alteration work.

Consumables:

6. DAMAGE to consumable stores, fishing gear or moorings, or personal effects unless specifically endorsed on the POLICY.

Motor & Connections:

7. DAMAGE to motor and electrical machinery and batteries and their connections (other than the shaft and propeller), unless the DAMAGE is caused by the accidental incursion of water into the hull or by a vessel being stranded or sunk, on fire, in collision or contact with any external substance (ice included) other than water, whilst being removed from or placed in a vessel.

Inflatable Craft

8. Theft of inflatable craft when deflated unless following forcible and/or violent entry into a vessel or place of storage or if stolen with a vessel.

For the purposes of this Section only - A vehicle is not considered a place of storage within the terms of this POLICY.

Section 1C—Property Damage — Builders Risks

COVER:

1. Subject to the specific exclusions below and the General Exclusions and Important Conditions of the POLICY, this POLICY covers vessels under construction by THE INSURED including associated moulds, hulls and machinery, gear and equipment as declared in the policy certificate attaching to this POLICY whilst under construction against DAMAGE caused by:-

1.1 ACCIDENT;

1.2 Fire, Lightning, Flood;

1.3 Malicious Acts;

1.4 LATENT DEFECT in the vessel or its machinery (including the cost of repairing, replacing or renewing any defective part condemned solely in consequence of the discovery therein during the period of this insurance of a LATENT DEFECT);

1.5 Negligence of any person;

1.6 Theft, following upon forcible and violent entry into the PREMISES.

Provided such loss or DAMAGE has not resulted from want of due diligence by THE INSURED. Payment to be made without deduction new for old.

Premises:

2. The vessels under construction and insured under this Section 1C are covered only whilst at the PREMISES of THE INSURED or any port or premises customarily used by THE INSURED in the course of their BUSINESS including transit between such premises by road, rail or under own power.

Sums Insured:

3. The sums insured expressed in the policy certificate attaching to this POLICY are agreed to be the maximum for any one item or occurrence. The maximum sum payable by THE UNDERWRITERS in respect of any loss under this Section 1C is the actual cost of repairing or replacing the damaged PROPERTY except where the loss exceeds the stated maximum in which instance the maximum sums insured shall apply.

Faulty Design:

4. This insurance includes DAMAGE to a vessel arising from faulty design in any part or parts thereof, but in no case shall this insurance extend to cover the cost or expense of repairing modifying, replacing or renewing such part or parts, nor any cost by reason of betterment or alteration in design.

Leave to Proceed:

5. THE INSURED has leave to proceed with any vessel covered by this insurance within the port or place of construction and to proceed under own power within a distance by water of fifty nautical miles of the port or place of construction.

Excess:

6.1 No claims arising from a peril insured against shall be payable under this insurance unless the aggregate of all claims from each incident exceeds the amount specified in General Exclusion 1.1 of the POLICY in which case this sum shall be deducted from the payment.

Heavy Weather:

6.2 Claims for heavy weather occurring during a single sea passage between successive ports shall be treated as being due to one ACCIDENT. The expression "heavy weather" shall be deemed to include contact with floating ice.

Quaysiders' Insurance Policy

Section 1D—Property Damage—Frozen Food

COVER:

Subject to the specific exclusions below & the General Exclusions and Important Conditions of the POLICY, this POLICY covers DAMAGE to food in the cold chamber of the PLANT by deterioration or putrefaction caused by:

1. Rise or fall in temperature resulting from breakdown of the PLANT or non operation from any inherent cause or of any thermostatic device controlling the PLANT or failure of the wiring between the starting switch plug and the driving motor;
2. Damage by ACCIDENT (other than breakdown) to the PLANT that in THE UNDERWRITERS' opinion necessitates immediate repair or replacement;
3. Accidental failure of the public supply of electricity;
4. Escape of refrigerant or refrigerant from the PLANT.

EXCLUSIONS:

THE UNDERWRITERS shall not be liable under this section of the POLICY for:

1. Reduced efficiency of the PLANT from any cause;
2. Any failure of electrical current which does not involve total stoppage for at least thirty consecutive minutes;
3. Interruption in the electricity supply from the point of intake at the PREMISES where the PLANT is situated to the main switch or plug of the motor;
4. Deliberate act by the supplier authority or the exercise by any such authority of its power to withhold or restrict the supply of electricity unless such withholding or restriction is for the purposes of safe-guarding life or protecting PROPERTY;
5. Fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped from them but this exception shall not apply to the cover provided under Section 1D in respect of such an occurrence elsewhere than in the PREMISES in which the PLANT is situated;
6. Directly or indirectly, any strike, lock-out, riot or civil commotion;
7. Insurance under this Section 1D does not cover interruption of the BUSINESS or any other CONSEQUENTIAL LOSS.

Section 1E—Property Damage — Goods in Transit

COVER:

Subject to the specific exclusions below and the General Exclusions and Important Conditions of the POLICY, this POLICY covers DAMAGE to PROPERTY relevant to the BUSINESS whilst in transit by land or water including loading and unloading within the OPERATING LIMITS and; whilst temporarily housed in securely locked PREMISES in the ordinary course of transit whether on or off the vehicle for a period of up to thirty days.

EXCLUSIONS:

THE UNDERWRITERS shall not be liable under this section of the POLICY for:

1. Vessels owned, hired, or leased by THE INSURED unless stated otherwise in the policy certificate;
2. Bullion and money; jewellery, watches, gold, platinum and silver articles, precious stones, unprocessed non ferrous metals, furs and skins, objets d'art and antiques;
3. Video and audio equipment, portable telephones, computers and their accessories, video cassettes, video discs, computer discs, compact discs, CD ROMs, digital video discs, Blu-ray discs, musical instruments;
4. Cigarettes, tobacco, wines, spirits or other alcoholic beverages;
5. PROPERTY stored at a rental or for a predetermined period or under a contract for storage and distribution;
6. Theft of an item in or on a vehicle owned or operated by YOU when left unattended unless all points of access are closed and securely locked and all protections put into operation and all keys are removed from the vehicle and retained by the driver and there is evidence of forcible and violent entry to or exit from the vehicle;
7. Theft from a vehicle belonging to or under YOUR control being left loaded overnight unless the vehicle is contained within a securely locked building, garage or compound;
8. Wetting of an item when in a vehicle owned or operated by YOU which vehicle is not a closed vehicle;
9. Inherent or LATENT DEFECT, insufficiency or unsuitability of packing, WEAR AND TEAR or any gradually operating cause;
10. Use of hooks; delay or unexplained shortage;
11. Moth, vermin, insect, damp, mildew, rot;
12. The conveyance by YOU of explosive, acids, dangerous chemicals or flammable substances;
13. The dishonesty of any driver or other person in the service of any INSURED;
14. The overloading of the conveying vehicle.

SPECIFIC CONDITION

Upon the discovery of DAMAGE which may give rise to a claim under this section THE INSURED must take such action as is necessary under the conditions of contract between THE INSURED and the carrier to notify the carrier of the loss or DAMAGE within any time limit stipulated by the carrier.

If THE UNDERWRITERS' rights of recovery are prejudiced by the failure of any INSURED to take such action any claim may in THE UNDERWRITERS' discretion be reduced by the amount that would otherwise have been recovered from the Carrier.

Quaysiders' Insurance Policy

Section 1F—Property Damage — Exhibition Risks

COVER:

Subject to the specific exclusions below and the General Exclusions and Important Conditions of the POLICY, this POLICY covers DAMAGE to PROPERTY at any EXHIBITION or whilst in direct inland transit to or from any EXHIBITION anywhere within the OPERATING LIMITS and; Loss of EXPENSES sustained by THE INSURED as a result of insured DAMAGE:

1. To any building, stand, marquee or similar erection or other property or any part of them used by THE INSURED at the EXHIBITION PREMISES;
2. To any PROPERTY used in connection with the EXHIBITION while in transit to or from the EXHIBITION or whilst in the EXHIBITION PREMISES;
3. Happening at any time before the advertised public closing time of the EXHIBITION and as result of which the EXHIBITION is interfered with, cancelled or abandoned; or
4. As a result of abandonment or cancellation of the EXHIBITION by the EXHIBITION organisers.

EXCLUSIONS:

THE UNDERWRITERS shall not be liable under this section of the POLICY for:

1. Loss of market, loss of profit, delay or any CONSEQUENTIAL LOSS;
2. Money and securities; jewellery, clocks, watches, fur, livestock;
3. DAMAGE to glass, china, marble, earthenware, scientific instruments, furniture, antiques, curios, sculptures, works of art, pictures, prints, drawings, engravings and goods of a brittle nature unless caused by fire, theft or as a direct result of DAMAGE to the conveying vehicle;
4. Theft of PROPERTY during EXHIBITION hours unless the stand is attended by THE INSURED or an EMPLOYEE of THE INSURED at all times;
5. Theft of PROPERTY from a room containing exhibits outside EXHIBITION hours unless:-
 - 5.1 The room is attended by security personnel or the theft involves entry to or exit from the room by forcible and violent means; or
 - 5.2 the EXHIBITION PREMISES or site is controlled by security personnel.

Quaysiders' Insurance Policy

Section 2A — Financial Loss — Business Interruption

COVER:

Subject to the specific exclusions below and the General Exclusions and Important Conditions of the POLICY, if the BUSINESS carried on by THE INSURED at the PREMISES is interrupted or interfered with because of DAMAGE by a cause specified in Section 1 - Property Damage (of this policy):

1. To any building or other PROPERTY used by THE INSURED at the address shown in the policy certificate; or
2. To the proper records maintained within the TERRITORIAL LIMITS by THE INSURED of amounts owed by customers;

THE UNDERWRITERS will pay for the trading loss during the period beginning with the occurrence of DAMAGE and ending not more than twelve months later during which the results of the BUSINESS shall be affected in consequence of the DAMAGE in accordance with the provisions for Claims Settlement set out below.

ADDITIONAL COVER:

The cover provided by this section extends to include interruption of the BUSINESS as a result of:

Prevention of Access:

DAMAGE to PROPERTY in the vicinity of the PREMISES by a cause which is or would be covered under Section 1 – Property Damage (of this policy) which hinders or prevents access to the PREMISES;

Public Utilities:

2. Accidental failure of public supplies of electricity gas or water at the terminal ends of the public supply undertaking's feed to the PREMISES as a result of DAMAGE at the land based PREMISES of the public supply undertaking or to the pipes and cables conveying the supply to the PREMISES by a cause covered under Section 1 – Property Damage (of this policy);

Suppliers:

3. DAMAGE at the PREMISES of a supplier of THE INSURED by a cause covered under Section 1 - Property Damage (of this POLICY) and happening within the TERRITORIAL LIMITS;

Computer Records:

4. THE UNDERWRITERS will indemnify THE INSURED in respect of the cost of reinstating data and/or programmes contained in the Data Carrying Materials and/or fixed discs in consequence of erasure, destruction, distortion or corruption, resulting directly from an insured event, but not:

- 4.1 Losses in excess of £25,000;
- 4.2 or losses resulting from a deliberate act of the public electricity supply authority not performed for the sole purpose of safeguarding life or protecting any part of the supply authority's system; or
- 4.3 a scheme of rationing not necessitated solely by DAMAGE to the public supply authority's generating or supply equipment.

Limits of Business Liability:

THE UNDERWRITERS' liability for all loss under this Section 2A of this POLICY, and resulting from interruption of the BUSINESS arising during any one period of insurance shall not exceed:

1. The GROSS PROFIT is the Limit of Liability shown in the policy certificate in respect of interruption at any one PREMISES;
2. £10,000 in respect of the failure of public supplies of electricity gas or water;
3. £10,000 in respect of DAMAGE at the PREMISES of a supplier.

**Section 2A — Financial Loss — Business Interruption
Additional Cover continued...**

EXCLUSIONS:

There is no cover under this Section 2A of this POLICY unless when the DAMAGE occurs there is insurance in force covering the interest of THE INSURED in the building or other PROPERTY at the PREMISES against such DAMAGE under which:

- 1.1 Payment has been made or liability admitted; or
- 1.2 Liability would have been admitted but, and for the exclusion in such insurance of losses below a specified amount.
2. THE UNDERWRITERS will not be liable for DAMAGE arising directly or indirectly from erasure, loss, distortion or corruption of information on computer systems or other records, programs or software caused deliberately or by rioters, strikers, locked out workers, persons taking part in labour disturbances or civil commotions, or malicious acts.

Claims Settlement:

Claims under this Section 2A of this POLICY will be assessed on the following basis:

1. In respect of reduction in TURNOVER – the rate of GROSS PROFIT on any shortfall in expected TURNOVER resulting from the DAMAGE less any charges or expenses which are reduced because of the interruption;
2. In respect of OUTSTANDING DEBIT BALANCES – the amount by which the OUTSTANDING DEBIT BALANCES traced or received following the DAMAGE shall fall short of the OUTSTANDING DEBIT BALANCES before the DAMAGE occurred;
3. In respect of additional expenditure – that incurred to avoid a reduction in TURNOVER (but not exceeding the amount which would otherwise have been payable under 1 above) or in tracing and establishing the OUTSTANDING DEBIT BALANCES (but not exceeding the amount which would otherwise have been payable under 2 above);
4. In respect of professional accountants' charges those incurred by THE INSURED for producing and certifying any particulars required by THE UNDERWRITERS in connection with the investigation and verification of a claim.

Underinsurance:

The amount payable under this section:

1. In respect of reduction in TURNOVER or any additional expenditure incurred to avoid a reduction in TURNOVER will be proportionately reduced if at the time of DAMAGE the Estimated Annual GROSS PROFIT specified in the policy certificate is less than seventy five per cent of the GROSS PROFIT which would have been earned during the period of insurance had the DAMAGE not occurred;
2. In respect of OUTSTANDING DEBIT BALANCES or any additional expenditure incurred in tracing and establishing OUTSTANDING DEBIT BALANCES will be proportionately reduced if at the time of DAMAGE the sum insured specified in the policy certificate is less than seventy five per cent of the total of the OUTSTANDING DEBIT BALANCES.

Special Condition:

If this section covers OUTSTANDING DEBIT BALANCES every three months THE INSURED shall record the current total of the OUTSTANDING DEBIT BALANCES and keep such record in a place other than at the PREMISES occupied by any INSURED.

Quaysiders' Insurance Policy

Section 2B—Financial Loss — Money

The cover provided by this section is operative only if shown as such in the policy certificate

COVER:

Subject to the specific exclusions below and the General Exclusions and Important Conditions of the POLICY and if while within GREAT BRITAIN, Northern Ireland, Isle of Man, Channel Islands and European Union:

1. MONEY is covered against DAMAGE;
2. Any safe, strongroom, case, cash box, bag, or waistcoat used for the storage or carriage of MONEY is covered against DAMAGE as a result of theft or attempted theft of MONEY while:
 - 2.1 in the PREMISES;
 - 2.2 in transit;
 - 2.3 in a bank night safe until removed by an authorised bank official;
 - 2.4 in the dwelling of THE INSURED or of any person to whom such MONEY is entrusted up to the Limits of Liability below in respect of any one occurrence.

Limits Of Liability:

1. MONEY : £250,000;
 - 1.1 in the PREMISES when closed for BUSINESS and not contained in a locked safe or strongroom: £500;
 - 1.2 in the dwelling of THE INSURED or of any person to whom such MONEY is entrusted: £500;
2. MONEY (other than as defined in the POLICY subject to a limit of £250,000) in the PREMISES when closed for BUSINESS and contained in a locked safe or strongroom: £5,000;
3. MONEY (other than as defined in the POLICY subject to a limit of £250,000)
 - 3.1 in the PREMISES when open for BUSINESS;
 - 3.2 in transit;
 - 3.3 in bank night safe until removed by an authorised bank official: £10,000 provided that THE UNDERWRITER's liability in respect of MONEY in transit under 3.2 shall be restricted to £5,000 unless such MONEY is in the custody of at least two able bodied persons;
4. Any safe, strongroom, case, cash box, bag or waistcoat: £5,000.

EXCLUSIONS:

THE UNDERWRITERS shall not be liable under this section of the POLICY for:

1. DAMAGE due to error or omission in receipts payments or accounting practice;
2. CONSEQUENTIAL LOSS of any kind;
3. DAMAGE due to the dishonesty of any director partner or EMPLOYEE of THE INSURED unless discovered within seven working days of its occurrence;
4. DAMAGE resulting from a safe or strongroom being opened by the use of a key or a combination code through the key or combination code having been left on the PREMISES while closed for BUSINESS.

Section 2C – Financial Loss — Personal Accident Assault

This section is operative if Section 2B – Financial Loss - Money is operative

COVER:

If THE INSURED or any EMPLOYEE suffers BODILY INJURY as described below as a direct result of robbery or attempted robbery in the course of the BUSINESS THE UNDERWRITERS will pay the relevant sum specified below:

1. BODILY INJURY which within twenty four months from its occurrence is the sole and direct cause of:

- 1.1 death; or
- 1.2 loss of one or more limbs by physical separation at or above the wrist or ankle; or
- 1.3 permanent and total loss of use of one or both hands or feet; or
- 1.4 total and irrecoverable loss of sight in one or both eyes.

Sum Insured:- £50,000

2. BODILY INJURY not resulting in loss of limbs or sight as defined in 1 which is the sole and direct cause of the injured person being totally disabled and prevented from attending to any BUSINESS or occupation with proof satisfactory to THE UNDERWRITERS that such disablement has continued for twelve months from its occurrence and will in all probability continue for the remainder of the injured person's life.

Sum Insured:- £50,000

3. BODILY INJURY which is the sole and direct cause of the injured person totally disabled from attending to their occupation compensation for the period of such disablement but not exceeding one hundred and four weeks.

Provided that:

1. THE UNDERWRITERS shall be liable to make only one payment under 1 and 2 above in respect of any one injured person resulting from an accident;
2. weekly compensation under 3 above shall become payable when the period of disablement has been ascertained and the total amount agreed, or at the request of THE INSURED, at intervals of not less than four weeks;
3. the injured person shall act upon medical or surgical advice as soon as Practicably possible and submit to medical examination at THE UNDERWRITERS' expense as often as THE UNDERWRITERS require.

ADDITIONAL COVER:

DAMAGE to Clothing & Personal Effects:

If clothing or personal effects (excluding jewellery and watches) of THE INSURED or an EMPLOYEE sustains DAMAGE as a direct result of robbery or attempted robbery in the course of the BUSINESS THE UNDERWRITERS will make good such DAMAGE, subject to a maximum limit of £500 in respect of any one occurrence.

Quaysiders' Insurance Policy

Section 3A—Liabilities - Employers Liabilities

COVER:

Subject to the specific exclusions below and the General Exclusions and Important Conditions of the POLICY, if any EMPLOYEE, whilst employed in or temporarily outside the TERRITORIAL LIMITS on the BUSINESS of THE INSURED, sustains BODILY INJURY caused during the period of insurance and arising out of and in the course of employment by THE INSURED THE UNDERWRITERS will indemnify THE INSURED against legal liability for damages provided that:

Court:

1. The action for damages is brought against THE INSURED in a Court of Law outside NORTH AMERICA;

Admissions:

2. No admissions, offer or promise of indemnity shall be made or given by or on behalf of THE INSURED without the written consent of THE UNDERWRITERS who shall be entitled if they so desire to take over and conduct in the name of THE INSURED the defence or settlement of any claim or to prosecute in the name of THE INSURED for its own benefit any claim for INDEMNITY or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim;

Notice:

3. THE INSURED shall give notice in writing to THE UNDERWRITERS as soon as practicable possible after the occurrence of any ACCIDENT, BODILY INJURY or circumstances of any nature which may give rise to a claim under this section with full particulars thereof. Every letter, claim, writ, summons and/or process shall be notified or forwarded to THE UNDERWRITERS on receipt. Notice shall also be given in writing to THE UNDERWRITERS as soon as practicable possible THE INSURED shall have knowledge of any impending prosecution, inquest or inquiry in connection with any ACCIDENT or BODILY INJURY which may be the subject of INDEMNITY under this section and THE INSURED shall give all such information and assistance as THE UNDERWRITERS may require.

Limit of Liability:

The amount stated in the policy certificate is the maximum amount payable in respect of:

1. any one claim against THE INSURED or series of claims against THE INSURED; and
2. any claim or series of claims made by THE INSURED under this
3. POLICY arising out of one cause.

ANY INDEMNITY PROVIDED UNDER THE STANDARD CLAUSES BELOW, OR ANY OTHER AMENDMENT TO THIS POLICY, SHALL NOT OPERATE SO AS TO INCREASE THE MAXIMUM AMOUNT PAYABLE IN RESPECT OF CLAIMS ARISING OUT OF ONE CAUSE.

STANDARD CLAUSES

Contractual Liability

Where any contract or agreement entered into by THE INSURED with any other party (later in this POLICY called "the principal") so requires this section will INDEMNIFY:

1. THE INSURED against liability arising in connection with and assumed by THE INSURED by virtue of such contract or agreement; or
2. The principal in like manner to THE INSURED in respect of the principal's liability arising from the performance of such contract or agreement, but only so far as concerns liability as defined in this section to EMPLOYEES of THE INSURED and provided that:
 - 2.1 THE INSURED shall have arranged with the principal for the conduct and control of all claims to be vested in THE UNDERWRITERS;
 - 2.2 the principal shall as though they were THE INSURED observe, fulfill and be subject to the terms and conditions of this section in so far as they can apply;

To the extent that may be required by such contract or agreement THE UNDERWRITERS will waive rights of subrogation against any party specified in the contract or agreement.

Section 3A—Liabilities - Employers Liabilities continued...

Costs & Expenses

THE UNDERWRITERS will also pay:

1. Costs and expenses which THE INSURED may become legally liable to pay to any claimant under this section;
2. Costs and expenses incurred by THE UNDERWRITERS or by THE INSURED with the written consent of THE UNDERWRITERS provided in each case that the costs and expenses arise in connection with any occurrence which is or may be the subject of INDEMNITY under this section.

Employees Business Liability

Should THE INSURED so require this section will indemnify any EMPLOYEE in respect of any claim made against them which would have constituted a valid claim under this section had such a claim been made against THE INSURED.

Health & Safety at Work, etc Act 1974

THE UNDERWRITERS will INDEMNIFY THE INSURED and if THE INSURED so requires any EMPLOYEE in respect of legal costs and expenses incurred in

defending a prosecution brought under Sections 2 to 8 of The Health and Safety at Work, etc. Act 1974 and other relevant legislation provided that the prosecution:

1. Relates to an offence alleged to have been committed during the period of insurance and in the course of BUSINESS;
2. Relates to matters affecting the health, safety and welfare of EMPLOYEES.

THE UNDERWRITERS will also pay:

1. Costs and expenses of appeal including an appeal against improvement and prohibition notices incurred with its written consent;
2. Prosecution costs awarded against THE INSURED.

The INDEMNITY does not apply:

1. To fines imposed or ordered to be paid;
2. Where there is reimbursement by a legal expenses insurance policy.

Unsatisfied Court Judgments

If an EMPLOYEE sustains BODILY INJURY caused during the period of insurance arising out of and in the course of employment by THE INSURED, for which a third party is legally liable and the EMPLOYEE:

1. Is unable to enforce a judgment for damages against the third party either in part or in whole within six months of the date of the judgment THE UNDERWRITERS will if THE INSURED so requires reimburse the EMPLOYEE up to the amount of the adjudged damages and any awarded costs to the extent they remain unsatisfied provided that:

- 1.1 there is no appeal outstanding.
2. Is unable to institute or serve proceedings for damages against the third party within a reasonable period of time or at all THE UNDERWRITERS will if THE INSURED so requires pay to the EMPLOYEE an amount equivalent to the sum which would be expected to be recovered in proceedings for damages in a court of law outside NORTH AMERICA provided that the EMPLOYEE:
 - 2.1 assigns to THE UNDERWRITERS all rights of action against the third party;
 - 2.2 provides all reasonable assistance that THE UNDERWRITERS may require should it become possible to pursue the action.

All costs incurred by the EMPLOYEE in compliance with this requirement will be reimbursed by THE UNDERWRITERS.

Compensation for Court Attendance

In the event of any EMPLOYEE attending court as a witness at the request of THE UNDERWRITERS in connection with a claim in respect of which THE INSURED is entitled to reimbursement under this section THE UNDERWRITERS will provide compensation to THE INSURED at the rate of £100 per person for each day on which attendance is required.

Quaysiders' Insurance Policy

**Section 3A—Liabilities—Employers Liabilities
continued...**

Data Protection Act 1998

THE UNDERWRITERS will INDEMNIFY THE INSURED and if THE INSURED so requires any EMPLOYEE in respect of their liability under The Data Protection Act 1998 to pay:

1. Compensation in respect of DAMAGE or distress under Sections 22 and 23 of The Act including defence costs and expenses;
2. Defence costs in relation to a prosecution brought under Section 19 of The Act in relation to a claim made by an EMPLOYEE.

Provided that:

1. THE INSURED has registered in accordance with the terms of The Act;
2. A claim is first notified and made against THE INSURED during the period of insurance;
3. This extension shall not apply in respect of:
 - 3.1 the payment of fines or penalties;
 - 3.2 the cost of replacing, reinstating, rectifying or erasing any personal data;
 - 3.3 liability caused by or arising from a deliberate or intentional act by or omission of any party entitled to INDEMNITY by this section the effect of which will knowingly result in liability under The Act;
 - 3.4 claims which arise out of circumstances notified to previous underwriters or known to THE INSURED at inception of this section;
4. in respect of each and every claim under this extension THE UNDERWRITERS shall not be liable for ten per cent of the cost of the claim or the first £500 whichever is the greater.

SPECIFIC CONDITIONS

Conflict of Interest

In the event of a conflict of interest between THE INSURED and any EMPLOYEE indemnified by this section separate representation will be arranged for each party.

Employer's Liability (Compulsory Insurance) Act 1969

The INDEMNITY granted by this section is deemed to be in accordance with the provisions of The Employers' Liability (Compulsory Insurance) Act 1969 or similar legislation applying to GREAT BRITAIN, the Isle of Man or the Channel Islands.

EXCLUSIONS:

THE UNDERWRITERS shall not be liable under this section of the POLICY for:

Road Traffic Legislation

Excluding liability incurred in circumstances where any road traffic legislation requires compulsory insurance or security and INDEMNITY is afforded to THE INSURED by any such insurance or security.

Offshore Work

Excluding liability arising out of work on and/or visits to any offshore rig and/or installation and/or platform from the time of embarkation onto a conveyance at the point of final departure to such offshore rig and/or installation and/or platform until disembarkation from the conveyance from such offshore rig and/or installation and/or platform onto land.

Employers' Liability Tracing Office Notice

Certain information relating to YOUR policy certificate or POLICY, namely:

- (i) the POLICY number(s);
- (ii) employers' names and addresses (including subsidiaries and any relevant changes of name);
- (iii) coverage dates, and
- (iv) (if relevant) the employers' reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers

will be provided to the Employers' Liability Tracing Office, (the "ELTO") and added to the Employers' Liability Database (ELD).

It is understood by YOU that the above named information provided to UNDERWRITERS will be processed by US, for the purpose of providing the ELD, in compliance with the provisions of the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010.

The ELTO may provide such information to third parties to assist individuals with claims arising out of their course of employment in the United Kingdom for employers carrying on, or who carried on, business in the United Kingdom, to identify an insurer or insurers that provided employers' liability insurance.

Quaysiders' Insurance Policy

Section 3B—Liabilities—Public & Products Liability (Manufacturing)

COVER:

Subject to the specific exclusions below and the General Exclusions and Important Conditions of the POLICY, THE UNDERWRITERS will indemnify THE INSURED up to the Limit of INDEMNITY against Legal LIABILITY incurred by them during the period of insurance arising out of and in the course of BUSINESS within the TERRITORIAL LIMITS.

Territorial Limits

Worldwide excluding NORTH AMERICA.

Limit of INDEMNITY

The amount stated in the policy certificate is the maximum amount payable by THE UNDERWRITERS, including interest in respect of any one claim arising or series of claims arising out of any one occurrence (irrespective of the number of claims occasioned thereby) and shall be unlimited in amount during any one period of insurance, except that in respect of:

1. Claims arising from PRODUCTS (whether or not involving POLLUTION or contamination);
2. Other claims arising from POLLUTION or contamination of BUILDINGS or other structures or of water or land or the atmosphere or DAMAGE or BODILY INJURY directly or indirectly caused by such POLLUTION or contamination, the amount stated in the policy certificate shall be the maximum aggregate amount payable in respect of all claims arising under this Section 3B of this POLICY during any one period of insurance.

Public Liability

Legal liability to pay damages including interest thereon in respect of or in consequence of:

1. Accidental BODILY INJURY to any person other than an EMPLOYEE;
 - 1.1 accidental loss of or DAMAGE to PROPERTY other than PROPERTY belonging to or in the custody, possession or control of THE INSURED occurring during the period of insurance – and in addition:
- 2.1 costs and expenses recoverable from THE INSURED by any claimant;
- 2.2 costs and expenses incurred by THE UNDERWRITERS or by THE INSURED with the written consent of THE UNDERWRITERS, in connection with any occurrence which is or may be the subject of INDEMNITY under this section.

Products Liability

Liability of THE INSURED for accidental loss of or DAMAGE to PRODUCTS caused by a defect in a part of the PRODUCTS or by the negligence of THE INSURED in the design or construction of the PRODUCTS but

excluding:

1. The first ten per cent or £5,000 whichever is the greater of the liability, DAMAGES, costs or expenses which should be retained by THE INSURED as his own liability and uninsured, and THE INSURED shall reimburse THE UNDERWRITERS for sums which THE UNDERWRITERS shall pay in respect thereof.
2. Any liability which is assumed by THE INSURED by agreement (other than liability arising out of a condition of warranty of goods implied by law) unless such liability would have attached in the absence of such agreement.
3. Loss of or DAMAGE to or any costs or expenses incurred in repairing, replacing or making any refund in respect of that part of the PRODUCT or PRODUCTS that caused loss or DAMAGE to the remainder of the PRODUCT.
4. Any cost or recall of PRODUCTS or any CONSEQUENTIAL LOSS of any kind.

THE INDEMNITY PROVIDED BY THIS SECTION INCLUDES LIABILITY UNDER THE FOLLOWING CLAUSES PROVIDED THAT WHERE A PARTY OTHER THAN THE INSURED IS INDEMNIFIED SUCH A PARTY SHALL, AS THOUGH THEY WERE THE INSURED, OBSERVE, FULFIL AND BE SUBJECT TO THE TERMS, EXCLUSIONS AND CONDITIONS INSOFAR AS THEY CAN APPLY.

Contractual Liability

The liability of THE INSURED assumed by them under any contract or agreement entered into by them in the course of BUSINESS provided that THE UNDERWRITERS shall not be liable for:

1. Liquidated damages, fines or penalties;
2. Loss of or DAMAGE to the contract works;
3. Loss of or DAMAGE to materials, PLANT or equipment used in performance of the contract by THE INSURED, their principals or subcontractors.

To the extent that may be required by such contract or agreement, THE UNDERWRITERS will waive rights of subrogation against any party specified in the contract or agreement.

INDEMNITY to Principal

Where any contract or agreement entered into by THE INSURED with any other party (later in this POLICY called “the principal”) this section will INDEMNIFY the principal against any claims made against them for which THE INSURED is legally liable and which falls within the terms and conditions of this section, provided that THE INSURED shall have arranged with the principal for the conduct and control of all claims to be vested in THE UNDERWRITERS.

Leased Premises

The liability of THE INSURED for DAMAGE to PREMISES including, landlord's contents, fixtures and fittings not owned by THE INSURED but leased or rented by them in the course of BUSINESS, excluding:

1. LIABILITY for which reimbursement to THE INSURED is provided under any other insurance or in any other way;
2. The first £100 (or such larger sum that has been agreed overall) of any amount otherwise payable under this POLICY in respect of each claim other than as the result of fire or explosion;
3. LIABILITY which attaches by way of any contract or agreement that would not have attached in the absence of such contract or agreement.

Personal Effects

THE INSURED's liability for DAMAGE to directors', EMPLOYEE's or visitor's personal effects including vehicles and their contents, but excluding any liability for which reimbursement is provided under any other insurance or in any other way.

Employee's Business Liability

If THE INSURED so requires this section will indemnify any EMPLOYEE against liability arising out of and in the course of BUSINESS but excluding liability for which reimbursement is provided under any other insurance or in any other way.

Employee's Personal Liability

If THE INSURED so requires, this section will indemnify any EMPLOYEE against LIABILITY arising from or caused by the engaging in temporary service, in a private capacity, of any fellow EMPLOYEE but excluding LIABILITY for which reimbursement is provided under any other insurance or in any other way.

Employee's Liability Overseas

THE INSURED's LIABILITY, and if THE INSURED so requires, such LIABILITY of any EMPLOYEE, their spouse and their children whilst abroad on BUSINESS but excluding LIABILITY for which reimbursement is provided under any other insurance or in any other way.

Additional Insureds

Where THE INSURED includes more than one party this section shall operate as though a separate section has been issued to each such party provided that the total liability of THE UNDERWRITERS shall not exceed the Sum Insured.

Quaysiders' Insurance Policy

**Section 3B—Liabilities—Public & Products Liability
(Manufacturing) continued...**

Health & Safety at Work, etc. Act 1974

THE UNDERWRITERS will INDEMNIFY THE INSURED and if THE INSURED so requires any EMPLOYEE in respect of legal costs and expenses incurred in defending a prosecution brought under Section 2 to 8 of The Health and Safety at Work, etc. Act 1974 and other relevant legislation, provided that the prosecution relates to an offence alleged to have been committed during the period of insurance and in the course of BUSINESS and also relates to matters affecting the health, safety and welfare of persons other than EMPLOYEES

THE UNDERWRITERS will also pay:

1. Costs and expenses of appeal including an appeal against improvement and prohibition notices incurred with its written consent;
2. Prosecution costs awarded against THE INSURED.

The reimbursement does not apply:

1. To fines imposed or ordered to be paid;
2. Where there is reimbursement by a legal expenses insurance policy.

Consumer Protection Act 1987

THE UNDERWRITERS will INDEMNIFY THE INSURED and if THE INSURED so requires any EMPLOYEE in respect of legal costs and expenses incurred in defending a criminal prosecution brought under Part II of The Consumer Protection Act 1987 provided that the prosecution relates to an offence alleged to have been committed during the period of insurance and in the course of BUSINESS.

THE UNDERWRITERS will also pay:

1. Costs and expenses of appeal including an appeal against a suspension notice incurred with its written consent;
2. Prosecution costs awarded against THE INSURED.

The reimbursement does not apply:

1. To fines or penalties of any kind;
2. Where there is reimbursement by any other insurance;
3. To a prosecution consequent upon a deliberate act by or omission of any party entitled to reimbursement by this section the effect of which will knowingly result in a breach of Part II of The Act.

Work Upon Third Party Property

The words "or in the custody possession or control of" in paragraph (2) of the liability definition shall not apply in respect of PREMISES and their contents temporarily in THE INSURED's custody possession or control for the purpose of undertaking work. This clause shall not apply in respect of:

1. PREMISES and their contents belonging to THE INSURED or occupied by them as tenants;
2. liability arising from or caused by DAMAGE to that part of the PREMISES or contents upon which THE INSURED are or have been working resulting directly from the work process.

Defective Premises Act 1972

LIABILITY incurred by virtue of Section 2 of The Defective Premises Act 1972 and other relevant legislation.

Conflict of Interest

In the event of a conflict of interest between THE INSURED and any EMPLOYEE indemnified by this section, separate representation will be arranged for each party.

Compensation for Court Appearance

In the event of any EMPLOYEE attending court as a witness at the request of THE UNDERWRITERS in connection with a claim in respect of which THE INSURED is entitled to INDEMNITY under this section, THE UNDERWRITERS will provide compensation to THE INSURED at the rate of £100 per person per day for each day on which attendance is required.

Sudden & Accidental Pollution

The INSURED's Liability in respect of:

1. POLLUTION or contamination of BUILDINGS or other structures or of water or land or the atmosphere;
2. DAMAGE or BODILY INJURY directly or indirectly caused by such POLLUTION or contamination,

Provided that in each case above such POLLUTION is caused by a sudden identifiable unintended and unexpected incident which takes place in the entirety at a specific time and place during the period of insurance.

All such POLLUTION or contamination which arises out of one incident shall be deemed to be one occurrence and to have occurred at the time such incident takes place.

**Section 3B—Liabilities—Public & Products Liability
(Manufacturing) continued...**

EXCLUSIONS:

THE UNDERWRITERS shall not be liable under this section of the POLICY for:

Motor Vehicles, Vessels & Aircraft

1.1 LIABILITY arising from or caused by the ownership or possession or use by or on behalf of THE INSURED of:

- 1.1.1 any hovercraft or any aircraft or airborne device;
- 1.1.2 any mechanically propelled vehicle outside GREAT BRITAIN, the Isle of Man or the Channel Islands;
- 1.1.3 any mechanically propelled vehicle in circumstances where a Certificate of Insurance is required in accordance with the Road Traffic Acts currently in force in GREAT BRITAIN, the Isle of Man or the Channel Islands.

1.2 LIABILITY for which indemnity is provided under Section 3C & 3D or under any other insurance in respect of any vehicle, vessel, hovercraft, aircraft or airborne device.

Advice Instruction or Design

2. LIABILITY arising from any advice, instruction or design:

- 2.1 given for a fee by or on behalf of THE INSURED unless relating to any PRODUCTS for which reimbursement is provided by this section;
- 2.2 given without a fee and for which reimbursement is provided by other insurance.

Data Protection Act 1998

3. LIABILITY incurred under The Data Protection Act 1998 or similar legislation outside the United Kingdom.

Use or Application of Heat—Fire Precautions

4. LIABILITY arising from or caused by the use or application of heat away from THE INSURED's PREMISES unless THE INSURED:

- 4.1 when using oxyacetylene, electric arc or similar welding and cutting equipment takes all practicable steps to prevent loss or DAMAGE. Where the use of such equipment is subcontracted THE INSURED shall require the subcontractor to also take all practicable steps.

The term "practicable steps" in relation to the use of such equipment shall include but not be limited to the following:

- 4.1.1 Before starting work:
 - 4.1.1.1 a person shall be made responsible for fire safety and for ensuring that practicable steps are taken;
 - 4.1.1.2 all persons shall be made aware of the location of the site's fire alarms and fire fighting equipment;the responsible person shall examine all PROPERTY within a radius of six metres from where the heat is being applied and where possible remove all combustible material or otherwise cover and protect by overlapping sheets or screens of non-combustible material.
- 4.1.2 During the Process of Work:
 - 4.1.2.1 a person shall work alongside the operator of the equipment to look out for an outbreak of fire and there shall be available for immediate use:
 - 4.1.2.1.1 at least two buckets of dry sand;
 - 4.1.2.1.2 a hose connected to the nearest hydrant with water turned on and controllable at the nozzle of the hose. If water is not available or unsuitable then two fully charged fire extinguishers must be available.
 - 4.1.2.2 the lighting of equipment shall be in accordance with manufacturers instruction and no piece of lighted equipment shall be left unattended;
 - 4.1.2.3 gas cylinders not required for immediate use shall be kept at least six metres from where the heat is being applied.
 - 4.1.3 After Ceasing Work:

A continuous examination for thirty minutes shall be made of the area within a radius of six metres from where the heat has been applied to ensure that there is no risk of fire.

4.2 when using or applying heat in any other way take all practicable steps to prevent loss or DAMAGE.

Quaysiders' Insurance Policy

**Section 3B—Liabilities—Public & Products Liability
(Manufacturing) Exclusions continued...**

Pollution or Contamination

Liability in respect of:

1. POLLUTION or contamination of BUILDINGS or other structures or of water or land or the atmosphere; or
2. DAMAGE or BODILY INJURY directly or indirectly caused by such POLLUTION or contamination:

Other than, in each case, as provided under the clause above headed "Sudden and Accidental Pollution".

SPECIFIC CONDITIONS:

Conflict of Interest

In the event of a conflict of interest between THE INSURED and any Employee indemnity by this section separate representation will be arranged for each party.

Practicable Steps

It is an Important Condition to THE UNDERWRITERS' liability under this Section 3B of this POLICY that:

1. THE INSURED shall take all practicable steps to prevent accidents, loss, destruction or DAMAGE;
2. THE INSURED shall ensure that all locking and/or fastening devices including alarms (if any) fitted for the protection of the PROPERTY insured shall be brought into operation whenever:
 - 2.1 The PREMISES are closed for BUSINESS; or
 - 2.2 the contract site is left unattended; or
 - 2.3 any conveyance is left unattended.

If THE INSURED does not comply with the above conditions it may impair its ability to make a claim under this Section 3B of this policy.

Quaysiders' Insurance Policy

Section 3C - Liabilities- Yacht Yard Liability (including Products Liability for goods sold & supplied)

COVER:

Subject to the specific exclusions below and the General Conditions, General Exclusions and Important Conditions of the POLICY, THE UNDERWRITERS will reimburse THE INSURED in respect of legal liability arising under their conditions of trading as advised to THE UNDERWRITERS or at common law for damages and claimant's costs and expenses incurred in respect of:

1. BODILY INJURY to any person not being an EMPLOYEE of THE INSURED;
2. DAMAGE to any PROPERTY but excluding PROPERTY in which THE INSURED has any beneficial interest or any PROPERTY hired or leased to THE INSURED;
3. Liability of THE INSURED for accidental loss of or DAMAGE to PRODUCTS sold and/or supplied caused by a defect in a part of the PRODUCTS or by the negligence of THE INSURED in the design or construction of the PRODUCTS but **excluding**:
 1. The first ten per cent or £5,000 whichever is the greater of the liability, damages, costs or expenses which should be retained by THE INSURED as his own liability and uninsured, and THE INSURED shall reimburse THE UNDERWRITERS for sums which THE UNDERWRITERS shall pay in respect thereof.
 2. Any liability which is assumed by THE INSURED by agreement (other than liability arising out of a condition of warranty of goods implied by law) unless such liability would have attached in the absence of such agreement.
 3. Loss of or DAMAGE to or any costs or expenses incurred in repairing, replacing or making any refund in respect of that part of the PRODUCT or PRODUCTS that caused loss or DAMAGE to the remainder of the PRODUCT.
 4. Any cost or recall of PRODUCTS or any CONSEQUENTIAL LOSS of any kind.

No waiver of rights may be given to Suppliers &/or Manufacturers

Provided that such BODILY INJURY or DAMAGE happens in connection with the BUSINESS of THE INSURED.

Territorial Limits

Worldwide excluding NORTH AMERICA.

LIMIT of INDEMNITY

The amount stated in the policy certificate is the maximum amount payable by THE UNDERWRITERS, including interest in respect of any one claim arising or series of claims arising out of any one occurrence (irrespective of the number of claims occasioned thereby) and shall be unlimited in amount during any one period of insurance, except that in respect of:

1. claims arising from PRODUCTS (whether or not involving POLLUTION or contamination);
2. other claims arising from POLLUTION or contamination of BUILDINGS or other structures or of water or land or the atmosphere or DAMAGE or BODILY INJURY directly or indirectly caused by such POLLUTION or contamination,

the amount stated in the policy certificate shall be the maximum aggregate amount payable in respect of all claims arising under this Section 3B of this policy during any one period of insurance.

THE INDEMNITY PROVIDED BY THIS SECTION INCLUDES LIABILITY UNDER THE FOLLOWING CLAUSES PROVIDED THAT WHERE A PARTY OTHER THAN THE INSURED IS INDEMNIFIED SUCH A PARTY SHALL, AS THOUGH THEY WERE THE INSURED, OBSERVE, FULFILL AND BE SUBJECT TO THE TERMS, EXCLUSIONS AND CONDITIONS INsofar AS THEY CAN APPLY.

Contractual Liability

The liability of THE INSURED assumed by them under any contract or agreement entered into by them in the course of BUSINESS provided that THE UNDERWRITERS shall not be liable for:

1. Liquidated damages, fines or penalties;
2. Loss or DAMAGE to the contract works;
3. Loss of or DAMAGE to materials, PLANT or equipment used in performance of the contract by THE INSURED, their principals or subcontractors.

To the extent that may be required by such contract or agreement, THE UNDERWRITERS will waive rights of subrogation against any party specified in the contract or agreement.

Section 3C - Liabilities- Yacht Yard Liability (including Products Liability for goods sold & supplied)

Reimbursement to Principal

Where any contract or agreement entered into by THE INSURED with any other party (later in this POLICY called "the principal") this section will reimburse the principal against any claims made against them for which THE INSURED is legally liable and which falls within the terms and conditions of this section, provided that THE INSURED shall have arranged with the principal for the conduct and control of all claims to be vested in THE UNDERWRITERS.

Leased Premises

The liability of THE INSURED for DAMAGE to PREMISES including, landlord's contents, fixtures and fittings not owned by THE INSURED but leased or rented by them in the course of BUSINESS, excluding:

1. LIABILITY for which reimbursement to THE INSURED is provided under any other insurance or in any other way;
2. The first £100 (or such larger sum that has been agreed overall) of any amount otherwise payable under this POLICY in respect of each claim other than as the result of fire or explosion;
3. LIABILITY which attaches by way of any contract or agreement that would not have attached in the absence of such contract or agreement.

Personal Effects

THE INSURED's liability for DAMAGE to directors', EMPLOYEE's or visitor's personal effects including vehicles and their contents, but excluding any liability for which reimbursement is provided under any other insurance or in any other way.

Employee's Business Liability

If THE INSURED so requires this section will reimburse any EMPLOYEE against LIABILITY arising out of and in the course of BUSINESS but excluding LIABILITY for which reimbursement is provided under any other insurance or in any other way.

Employee's Personal Liability

If THE INSURED so requires, this section will reimburse any EMPLOYEE against LIABILITY arising from or caused by the engaging in temporary service, in a private capacity, of any fellow EMPLOYEE but excluding LIABILITY for which reimbursement is provided under any other insurance or in any other way.

Employee's Liability Overseas

THE INSURED's LIABILITY, and if THE INSURED so requires, such LIABILITY of any EMPLOYEE, their spouse and their children whilst abroad on BUSINESS but excluding LIABILITY for which reimbursement is provided under any other insurance or in any other way.

Additional Insureds

Where THE INSURED includes more than one (1) party this section shall operate as though a separate section has been issued to each such party provided that the total liability of THE UNDERWRITERS shall not exceed the Sum Insured.

Health & Safety at Work, etc. Act 1974

THE UNDERWRITERS will reimburse THE INSURED and if THE INSURED so requires any EMPLOYEE in respect of legal costs and expenses incurred in defending a prosecution brought under Section 2 to 8 of The Health and Safety at Work, etc. Act 1974 and other relevant legislation, provided that the prosecution relates to an offence alleged to have been committed during the period of insurance and in the course of BUSINESS and also relates to matters affecting the health, safety and welfare of persons other than EMPLOYEE's THE UNDERWRITERS will also pay:

1. Costs and expenses of appeal including an appeal against improvement and prohibition notices incurred with its written consent;
 2. Prosecution costs awarded against THE INSURED.
- The reimbursement does not apply:
1. To fines imposed or ordered to be paid;
 2. Where there is reimbursement by a legal expenses insurance policy.

Quaysiders' Insurance Policy

Section 3C - Liabilities- Yacht Yard Liability (including Products Liability for goods sold & supplied) continued....

Consumer Protection Act 1987

THE UNDERWRITERS will reimburse THE INSURED and if THE INSURED so requires any EMPLOYEE in respect of legal costs and expenses incurred in defending a criminal prosecution brought under Part II of The Consumer Protection Act 1987 provided that the prosecution relates to an offence alleged to have been committed during the period of insurance and in the course of BUSINESS.

THE UNDERWRITERS will also pay:

1. Costs and expenses of appeal including an appeal against a suspension notice incurred with its written consent;
2. Prosecution costs awarded against THE INSURED.

The reimbursement does not apply:

1. To fines or penalties of any kind;
2. Where there is reimbursement by any other insurance;
3. To a prosecution consequent upon a deliberate act by or omission of any party entitled to reimbursement by this section the effect of which will knowingly result in a breach of Part II of The Act.

Work Upon Third Party Property

The words "or in the custody possession or control of" in paragraph (2) of the liability definition shall not apply in respect of PREMISES and their contents temporarily in THE INSURED's custody possession or control for the purpose of undertaking work. This clause shall not apply in respect of:

1. PREMISES and their contents belonging to THE INSURED or occupied by them as tenants;
2. liability arising from or caused by DAMAGE to that part of the PREMISES or contents upon which THE INSURED are or have been working resulting directly from the work process.

Defective Premises Act 1972

LIABILITY incurred by virtue of Section 2 of The Defective Premises Act 1972 and other relevant legislation.

Conflict of Interest

In the event of a conflict of interest between THE INSURED and any EMPLOYEE indemnity by this section, separate representation will be arranged for each party.

Compensation for Court Appearance

In the event of any EMPLOYEE attending court as a witness at the request of THE UNDERWRITERS in connection with a claim in respect of which THE INSURED is entitled to reimbursement under this section, THE UNDERWRITERS will provide compensation to THE INSURED at the rate of £100 per person per day for each day on which attendance is required.

Sudden & Accidental Pollution

THE INSURED's liability in respect of:-

1. POLLUTION or contamination of BUILDINGS or other structures or of water or land or the atmosphere;
2. DAMAGE or BODILY INJURY directly or indirectly caused by such POLLUTION or contamination,

Provided that in each case above such POLLUTION is caused by a sudden identifiable unintended and unexpected incident which takes place in the entirety at a specific time and place during the period of insurance.

All such POLLUTION or contamination which arises out of one incident shall be deemed to be one occurrence and to have occurred at the time such incident takes place.

Legal Costs

THE UNDERWRITERS will in addition pay costs and expenses incurred with their prior written consent, including solicitor's fees for representation at any Coroner's inquest or fatal injury enquiry or Court of Summary Jurisdiction in respect of any event which may be the subject of reimbursement.

Section 3C - Liabilities- Yacht Yard Liability (including Products Liability for goods sold & supplied) continued....

Unlicensed Motor Vehicles

THE UNDERWRITERS will also reimburse THE INSURED in the terms of this POLICY in respect of BODILY INJURY or DAMAGE:

1. Caused by any motor vehicle which is owned by or in the possession of or being used by or on behalf of THE INSURED, and:
 - 1.1 which is used solely as a tool of trade, and
 - 1.2 which is not licensed or required to be licensed for use on public roads.
2. Arising during the act of loading & unloading a motor vehicle or the bringing to or taking away of a load from such vehicle.

Other Persons

THE UNDERWRITERS will also reimburse in the terms of this POLICY - if THE INSURED so requests:

1. Any director of THE INSURED or EMPLOYEE in respect of LIABILITY for which THE INSURED would have been entitled to reimbursement if the claim had been made against them;
2. Any principal on whose behalf THE INSURED in the course of the BUSINESS is undertaking work to the extent that the contract between THE INSURED and such principal so requires in respect of liability arising from the performance of such work,
If THE UNDERWRITERS are liable to reimburse more than one party the total amount of reimbursement to all such parties including THE INSURED shall not exceed the Limits of Liability.

EXCLUSIONS:

THE UNDERWRITERS shall not be liable under this section of the POLICY for:

Damages, Fines or Penalties

- 1.1 any amount in respect of liquidated damages, fines or penalties;
- 1.2 financial loss which attaches solely because of a contract.

Defective Work

2. The cost of rectifying defective work.

Vessels Under Construction

3. DAMAGE to vessels under construction or in the course of assembly or at any time prior to sale or transfer of ownership.

Own Vessels

4. BODILY INJURY, DAMAGE or Financial Loss directly or indirectly caused, whether wholly or partially by any ship, craft or vessel in which THE INSURED has any beneficial interest or which is hired or leased to THE INSURED except in respect of BODILY INJURY to persons being ferried to or from their vessels.

Condemnation

- 5.1 any loss or expense arising from condemnation or rejection of any part by reason of defective design or use of defective materials;
- 5.2 any loss or expense arising from such condemnation or rejection the cost or expense of repairing modifying or replacing any such part so condemned or rejected.

Aircraft

6. BODILY INJURY or DAMAGE caused by aircraft owned by or in the possession of or being used by THE INSURED or on their behalf.

Vehicles

7. BODILY INJURY or DAMAGE caused by mechanically propelled vehicles or trailers attached thereto in circumstances which in the United Kingdom would require insurance or security to be effected by virtue of The Road Traffic Acts.

Surveys

8. BODILY INJURY, DAMAGE or any loss arising from any surveys, condition reports inspections or valuations on vessels.

Salvage

9. BODILY INJURY, DAMAGE or any loss arising in connection with any salvage operation which THE INSURED contracts to perform.

Quaysiders' Insurance Policy

Section 3C - Liabilities- Yacht Yard Liability (including Products Liability for goods sold & supplied) continued....

Professional Skills

10. BODILY INJURY, DAMAGE or any loss for which INDEMNITY may be obtained under the terms of a Professional Indemnity policy irrespective of whether such a policy is held by THE INSURED or not. This exclusion shall also apply in respect of any deliberate act or omission of any person claiming reimbursement but only so far as reimbursement to such person is concerned.

Deliberate Act or Omission

11. Any deliberate act or omission of THE INSURED, or any partner, director or managerial EMPLOYEE and which could reasonably have been expected having regard to the nature and circumstances of such act or omission.

Shifting & Towing

12. No liability shall attach to THE UNDERWRITERS in respect of any operation of shifting or towing afloat of any vessel outside a radius of twenty five miles from the place of work away from the insured PREMISES during the period of insurance.

Section 3D—Liabilities—Third Party & Passenger Liability

COVER:

Subject to the specific exclusions below and the General Conditions, General Exclusions, Important Conditions of the POLICY this Section 3D of this POLICY indemnifies THE INSURED against any legal liability arising by reason of the interest of THE INSURED in any vessel (referred to in this Section 3D as the vessel), and arising in respect of:

Other Persons

1. BODILY INJURY to any person other than THE INSURED, or as otherwise excluded below.

Other Property

2. DAMAGE to PROPERTY not belonging to THE INSURED or any permitted user of the vessel.

Raising of Wreck

3. Attempted or actual raising, removal or destruction of the wreck of the vessel or any neglect or failure to raise, remove or destroy the wreck.

Coroner Inquests

4. Expenses incurred by THE INSURED with THE UNDERWRITERS' prior written consent in connection with official inquiries and coroners inquests.

Legal Costs

5. Law costs, incurred with THE UNDERWRITERS' prior written consent in defending any action or contesting liability whether or not such action proceeds in the Criminal or Civil Court.

Reimbursement

This section also covers the legal liability of any EMPLOYEE or potential customer of THE INSURED when using the vessel with THE INSURED's permission.

The Limit of INDEMNITY under this section is as shown in the policy certificate for any one ACCIDENT or series of ACCIDENTs arising from the same event. In no case shall the total indemnity exceed the amount shown in the policy certificate in respect of any one event.

EXCLUSIONS:

THE UNDERWRITERS shall not be liable under this section of the POLICY for:

Employees

1. BODILY INJURY in respect of any person employed in any capacity by THE INSURED in connection with the vessel or similarly employed by any person using the vessel with the permission of THE INSURED.

Water Skiers

2. ACCIDENTs caused by or to water skiers being towed or preparing to be towed by any vessel or until safely back on board the vessel unless cover for such liability is specially included in the POLICY by endorsement.

Para-kiting

3. ACCIDENTs arising from any person engaged in kiting or other airborne sport whilst being towed by the vessel or preparing to be towed until safely back on board the vessel, unless cover for such liability is specifically included in the POLICY by endorsement.

Trailer

4. ACCIDENTs involving a trailer except when intentionally not attached to a towing vehicle.

Fare Paying Passengers

5. BODILY INJURY of fare paying passengers and DAMAGE or loss of their property, unless cover for such liability is specifically included in the POLICY by endorsement.

Damages

6. Damages or penalties under contract.

Fines

7. Fines or other penalties imposed under any statutory code or common law in respect of any offence committed.

Medical Expenses

8. Medical expenses incurred by YOU or by the person permitted to use a vessel.

Quaysiders' Insurance Policy

General Information

Claims Procedure:

1. You must give us notice in writing at The Claims Department, Fitzwilliam House, 10 St Mary Axe, London EC3 8BF or via email to - Marine Energy Claims@tmhcc.com of any injury or loss or damage or any circumstances, Occurrences, incidents or proceedings that may be subject to indemnity under this policy, as soon as reasonably possible and in event no later than 14 days after YOU or YOUR representative has knowledge of any such event.
2. Full information of the occurrence must be given in writing as soon as practicably possible thereafter with names and addresses of witnesses and any third party claimants.
3. THE INSURED must send, without replying, to THE UNDERWRITERS as soon as practicably possible, all claims, letters, summonses, writs, or documents which they receive from third parties and give to THE UNDERWRITERS whatever assistance and information they may require.
4. No admission of liability or promise of payment may be made without the THE UNDERWRITERS' written consent.
5. THE INSURED will give all information and assistance required by THE UNDERWRITERS.

Reporting Procedure Malicious DAMAGE:

6. In the event of circumstances giving rise to or likely to give rise to a claim caused by or arising from malicious DAMAGE or theft, THE INSURED shall report the circumstances or theft to the Police as soon as practicably possible. **If the INSURED does not comply with the above conditions it may impair their ability to make a claim under this POLICY.**

Admissions to Third Parties:

7. No liability of any sort shall be admitted and no undertaking given, nor may any promise or payment be made or legal expenses incurred by THE INSURED without the written consent of THE UNDERWRITERS.

(See page 4 & 5 for full details)

Complaints Procedure

If THE INSURED has any questions or concerns about this insurance or the handling of a claim, THE INSURED should contact the broker/intermediary named in the policy certificate through whom this insurance was arranged. If THE INSURED wish to make a complaint, THE INSURED can do so at any time by referring the matter to:

Complaints Compliance Officer
Tokio Marine HCC International
Fitzwilliam House
10 St Mary Axe
London EC3A 8BF

Email: tmhcccomplaints@tmhcc.com
Telephone Number: +44 (0) 207 702 4700

If THE INSURED remains dissatisfied after TMHCC has considered the complaint, or THE INSURED have not received a decision by the time Tokio Marine HCC International have taken eight weeks overall to consider the complaint THE INSURED may refer the complaint to the Financial Ombudsman Service at:

Exchange Tower
London
E14 9SR
United Kingdom

Email: complaint.info@financial-ombudsman.org.uk
From within the United Kingdom:
Telephone Number: 0800 0234 567 (free for people phoning from a "fixed line", for example, a landline at home)

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

From outside the United Kingdom:
Telephone Number: +44 (0) 20 7964 1000
Facsimile Number: +44 (0) 20 7964 1001

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

European Commission on line disputes resolution platform.

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaints through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) Scheme. The ADR scheme for Catlin Underwriting Agencies Limited is the Financial Ombudsman Service which can be contacted directly using the contact details above.

For more details about ODR please visit <http://ec.europa.eu/odr>

Financial Services Compensation Scheme

THE UNDERWRITERS are covered by the Financial Services Compensation Scheme. THE INSURED may be entitled to compensation from the scheme if THE UNDERWRITERS are unable to meet their obligations under this contract of insurance. If THE INSURED were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300 Mitcheldean, London, GL17 1DY) and on their website: www.fscs.org.uk.

Regulatory Information

This insurance is underwritten by Tokio Marine HCC International. Tokio Marine HCC International is a trading name of HCC International Insurance Company plc, which is a member of the Tokio Marine HCC Group of Companies. HCC International Insurance Company plc is authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority (Financial Services Register number 202655). Registered in England & Wales, No. 01575839 with registered office at 1 Aldgate, London EC3N 1RE.

You can check this out on the FCA's website at www.fca.org.uk which includes a register of all the firms they regulate or by calling the FCA on +44(0)20 7066 1000.

Useful Contacts

British Marine Federation:	01784 473377
Financial Conduct Authority:	0800 111 6768
Inland Waterways Association:	01923 711114
International Sailing Federation:	02380 635111
Marine Leisure Assoc (inc Yacht Charter Assoc):	02380 293822
Maritime & Coastguard Agency:	0870 6006505
Royal National Lifeboat Institution:	0845 1226999
Royal Yachting Association:	0845 3450400
Yacht Brokers, Designers & Surveyors Association:	01730 710425