

MARINE TRADE INSURANCE

THE YACHT & BOAT CLUB POLICY



Mercia Marine is a trading style of Mercia Underwriting Solutions Limited

First Floor, Christ Church Hall, Avenue Road, Malvern WR14 3AY

Tel: 01684 564457 Fax: 01684 578532

Email: enquiries@merciamarine.co.uk

Or visit our website: www.merciamarine.co.uk

Mercia Marine is authorised and regulated by the Financial Conduct Authority

The Mercia Marine Yacht & Boat Club Policy

GENERAL PROVISIONS

A. INTRODUCTION

1. Your Policy and Schedule is a legally binding contract between us the Insurers and you, the Insured named on the Schedule.
2. The Policy is arranged through Mercia Marine. Mercia Marine is a trading style of Mercia Underwriting Solutions Limited (hereafter referred to as Mercia Marine) who are authorised by the Insurers to sign and issue policy documentation on their behalf. Their address is First Floor, Christ Church Hall, Avenue Road, Malvern, Worcestershire WR14 3AY, telephone number 01684 564457, facsimile number 01684 578532. All correspondence about this Policy should be addressed to Mercia Marine at the address above.
3. The authorised Insurers for this policy are as stated on the Schedule.
4. Please read these documents carefully. The cover that you have is shown on the Schedule by the Sections which are stated as being included and details of the cover in each Section included is then in the relevant Section Schedule. If the Policy and the Schedule do not provide you with the protection you want either now or at any time in the future please inform Mercia Marine immediately. If you arrange this insurance through a broker or agent you should communicate with us through them.
5. This contract has been based on the answers you gave us on your Proposal Form and the Declaration you signed. You must tell us of any change in this information as soon as possible since failure to do so could invalidate your policy. You should not wait until the next renewal date.
6. You are responsible to us for the payment of the Premium. We will insure you under those Sections shown on the Schedule subject to the Warranties and other Terms of the Policy during any Period of Insurance for which we have accepted your Premium or for which you have agreed to pay. Reference to payment of Premium includes payment by instalments. If you pay by this method the Policy remains an annual contract and the date of payment and the amount of the instalments are governed by the Credit Agreement. If an instalment is not received by the due date then subject to the Consumer Credit Act 1974 you will be given written notice giving 10 days in which to remedy the default prior to your Policy and the Credit Agreement being cancelled, the Policy being cancelled from the date when the payment became due.

B. CUSTOMER SERVICE INFORMATION

General Information

We, the Insurers, and Mercia Marine care about the service we provide to our customers and set ourselves high standards. If your expectations are not met or you are not satisfied in some way we would like to know.

Mercia Marine is authorised and regulated by the Financial Conduct Authority, (FCA), as an authorised intermediary with registered number 304948, and as such is committed to abiding by the rules of the FCA. The registered address of Mercia Marine is: 6 Lloyds Avenue, London, EC3N 3AX. Registered Number: 3758742

Security of the Contract

The policy is underwritten by Travelers Insurance Company Ltd. The registered office is 23-27 Alie Street, London E1 8DS. Travelers Insurance Company Ltd is authorised and regulated by the Prudential Regulation Authority (PRA) and the Financial Conduct Authority as an insurer with registered number 202549.

These details may be checked on the Financial Services Register at <https://register.fca.org.uk> or by contacting the FCA on 0800 111 6768.

IMPORTANT NOTE (AGENCY)

In all matters relating to the Lock & Quay Policy please be aware that Mercia Marine acts as agent for the Insurers and not as agent for the Insured. This includes claims referred to them.

What to do if you have a complaint

One of the rules of the FCA is that member firms must handle customer complaints promptly fairly and consistently, a principle that will be applied to all customer complaints. If you do have a complaint at any time in the insurance process, you should in the first instance notify your usual Mercia Marine contact, who will ensure that the matter is investigated at the appropriate level. The complaint can be made orally or in writing. Alternatively you can address your complaint to:

The Compliance Manager, Mercia Marine, First Floor, Christ Church Hall, Avenue Road, Malvern WR14 3AY. Please quote any reference, claim number or policy number if available.

How will Mercia Marine handle the complaint?

If you have a complaint concerning your policy or a claim under your policy your concern will immediately be forwarded to Travelers Insurance Company Limited who will respond to you directly and do their best to resolve the problem in a professional and timely manner. Your complaint will be acknowledged in writing and they will aim to provide you with a formal response within fourteen days of receipt of the complaint. If compensation or redress is appropriate they will provide details with their response. If they feel your complaint is not justified full reasons for their decision will be provided to you.

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

If after taking this action your complaint is still unresolved and if you are a private policyholder or a business with a turnover of less than £1 million, or a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million and are resident in England, Scotland, Wales or Northern Ireland, you may then approach the Financial Ombudsman Service whose contact details are:

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

Website: www.financial-ombudsman.org.uk

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

If your complaint does not relate to any General Insurance Product or General Insurance Activity-related service that Mercia Marine has provided or should more appropriately be referred to another FCA Member or organisation, they will advise you in writing within five business days of receipt of your complaint and, where possible, advise upon how the complaint should be redirected

N.B. A record of your complaint will be held on file for a minimum period of three years.

IMPORTANT NOTE (AGENCY)

In all matters relating to the Lock & Quay Policy please be aware that Mercia Marine acts as agent for the Insurers and not as agent for the Insured. This includes claims referred to them.

What to do if you have a complaint

One of the rules of the FCA is that member firms must handle customer complaints promptly fairly and consistently, a principle that will be applied to all customer complaints. If you do have a complaint at any time in the insurance process, you should in the first instance notify your usual Mercia Marine contact, who will ensure that the matter is investigated at the appropriate level. The complaint can be made orally or in writing. Alternatively you can address your complaint to:

The Compliance Manager, Mercia Marine, First Floor, Christ Church Hall, Avenue Road, Malvern WR14 3AY. Please quote any reference, claim number or policy number if available.

How will Mercia Marine handle the complaint?

If you have a complaint concerning your policy or a claim under your policy your concern will immediately be forwarded to Travelers Insurance Company Limited who will respond to you directly and do their best to resolve the problem in a professional and timely manner. Your complaint will be acknowledged in writing and they will aim to provide you with a formal response within fourteen days of receipt of the complaint. If compensation or redress is appropriate they will provide details with their response. If they feel your complaint is not justified full reasons for their decision will be provided to you.

Full details of Travelers Insurance Company's complaints procedure can be found online at:-

www.travelers.co.uk/iw-documents/uk/documents/ComplaintsProcedure.pdf

If after taking this action your complaint is still unresolved and if you are a private policyholder or a business with a turnover of less than £1 million, or a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million and are resident in England, Scotland, Wales or Northern Ireland, you may then approach the Financial Ombudsman Service whose contact details are:

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

Website: www.financial-ombudsman.org.uk

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

If your complaint does not relate to any General Insurance Product or General Insurance Activity-related service that Mercia Marine has provided or should more appropriately be referred to another FCA Member or organisation, they will advise you in writing within five business days of receipt of your complaint and, where possible, advise upon how the complaint should be redirected

N.B. A record of your complaint will be held on file for a minimum period of three years.

GENERAL DATA PROTECTION REGULATIONS

USING PERSONAL INFORMATION

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

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

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

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

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

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

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

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

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

For more information about how we process your data and the rights you have, please click:
<http://www.travelers.co.uk/main/privacy-policy.aspx>

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

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

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

Your Insurers and Mercia Marine will hold all Personal Data provided to them securely and shall limit access to such Personal Data to those who have a need to see it. You consent to your Insurers and Mercia Marine sharing any Personal Data provided to them with their group companies, agents, reinsurers, claims handlers, loss adjusters, medical professionals and other professional advisors, healthcare management companies and any other necessary service providers with whom your Insurers contract in connection with your Policy.

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

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

Our full Privacy Policy can be found on our website http://www.merciamarine.co.uk/privacy_policy.aspx

C. CHOICE OF LAW

We the Insurers and you the Insured are entitled to choose the law applying to the insurance contract.

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

1. the law applying to that part of the UK, Channel Islands or Isle of Man in which you or (if applicable) the first named policyholder lives; or
2. in the case of a business the law applying to that part of the UK, Channel Islands or Isle of Man where it has its principal place of business; or
3. failing the application of either of the above, the law of England and Wales.

In the absence of any written agreement to the contrary, the law proposed by us shall apply.

Marine Insurance under English Law is subject to an Act of Parliament called the Marine Insurance Act 1906. Accordingly, that Act will regulate our dealings in respect of Marine Insurance. Furthermore, so far as the insurance is upon a ship or vessel, or goods moving upon a ship or aircraft, or otherwise involves a ship or vessel, you agree to submit to the exclusive jurisdiction of the English High Court in London for all disputes arising between us and you.

D. DEFINITIONS

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

ANTI-THEFT DEVICE	A device specifically sold and marketed as a secure method of preventing theft.
BUSINESS	Business or activities directly connected with the Business described in your Proposal Form to us and specified on the Schedule carried on at or from the Premises.
BUILDINGS	Unless otherwise specified on the Schedule means a structure covered in by a roof and constructed of brick, stone, concrete or incombustible hollow or solid building blocks and roofed with slates, tiles, asphalt, metal or sheets or slabs composed entirely of incombustible mineral ingredients. The term 'building' includes: <ol style="list-style-type: none">1. all Items permanently fixed or fitted to it belonging to the owner or landlord including glass, sanitary ware, signs, lettering and nameplates;2. annexes and other incidental outbuildings;3. conveyors, pipes and wires for the conducting of water, sound, light and electricity and their associated control gear and accessories;4. fixed water and oil tanks and other similar equipment;5. walls, gates and fences.

BUSINESS HOURS	Any time when your directors, officers or employees are in the Premises for the purpose of the Business
COMPENSATION	The amount awarded to a third party by a Court of Law in respect of damages, including interest and costs, but excluding all fines, punitive or exemplary damages.
CONDITION PRECEDENT	A condition of the Policy with which you must comply if we are to be liable in respect of any claim by you for loss, damage or liability.
DECLARED VALUE	Your assessment of the cost of reinstatement or replacement of an Item by a similar item in a condition equal to but no better or more extensive than at the commencement of the Period of Insurance, together with the cost of reinstatement to comply with Public Authority requirements, professional fees and debris removal
ENDORSEMENT	An alteration in writing to the Terms of the Policy.
EXCESS	The amount noted on the Schedule for each Section to be deducted from each claim arising under that Section.
GEOGRAPHICAL LIMITS	Great Britain, Northern Ireland, the Isle of Man and the Channel Islands or those areas specified on the Schedule.
INDEMNITY	The amount payable under the relevant Section.
INSURED	You, the Club described on the Schedule entitled to benefit by this Policy.
INTRUDER ALARM	The component parts detailed in the alarm specification submitted to and agreed by us including (if any) the means or lines of communication used to transmit signals.
ITEM	An individual piece of property for which we insure you.
LEGAL COSTS	Legal costs and expenses of your representation in legal proceedings incurred with our written consent.
LIMIT OF OUR LIABILITY	The maximum amount as shown in the Policy or Schedule that we are liable to pay you arising out of any one event or series of events due to one cause.
MARINA INSTALLATIONS	Includes but is not limited to piers, quays, docks, gangways, slipways, pontoons, moorings, piles, dolphins, staging, jetties, breakwaters and their equipment and services.
MEMBER	A person enrolled on to the membership list of the Insured
MONEY	All current banknotes, coins and other generally recognised monetary instruments.
PERIOD OF INSURANCE	The period shown on the Schedule and any further period agreed by us in writing, each such period being a Period of Insurance.
PREMISES	Buildings, outbuildings, yards, staging, jetties, breakwaters, slipways, piers, quays, docks, gangways, pontoons, moorings, driveways, paths, walls, fences, gates at the address(es) shown on the Schedule and the land belonging to it.
PREMIUM	The amount paid or to be paid by you to us for the benefits provided by the Policy.
PROPERTY	All Items described in the relevant Sections.
STOCK	<p>Stock and materials held by you for sale including work in progress and goods in trust but does not include:</p> <ol style="list-style-type: none"> 1. wines, spirits, tobacco, cigarettes; 2. tools; 3. clothing; 4. jewellery, watches, gold, platinum and silver articles; 5. food and drink in any deep freeze cabinet; 6. customers' goods in trust more specifically insured; <p>unless specified on the Schedule.</p>
THE SUM INSURED	The amount shown on the Schedule for an Item or Section which is (together with any adjustments for index-linking where applicable) the maximum amount we will pay you for all claims arising out of any one insured occurrence for that Item or Section.
TERRORISM	Any act whether involving violence or the use of force or not or the threat or the preparation thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which is designed to or does intimidate or influence a de jure or de facto government or governmental organisation or the public or disrupt any segment of the economy and from its nature or context is done in connection with political social religious ideological or similar causes and objectives.
TURNOVER	All monies paid or due to you for goods sold or delivered and for services provided by or from your Business.
UNLAWFUL ASSOCIATION	Any organisation which is engaged in Terrorism and includes any organisation which at any relevant time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973
UNOCCUPIED PREMISES	Premises empty or not in use for thirty or more consecutive days

VESSEL	Vessel or Vessels specified on the Schedule, including its sails, Machinery, gear and equipment. Vessel does not include:
	<ol style="list-style-type: none"> 1. consumables such as food, lubricants, fuel, paint etc; 2. the trailer for the Vessel or for its Boat(s); 3. the personal property of any person; 4. diving, fishing or sporting equipment; 5. moorings not carried on board.
WARRANTY	<ol style="list-style-type: none"> 1. A warranty is a promise by you that some particular thing will or will not be done or some condition will be fulfilled or a particular state of affairs does or does not exist 2. A Warranty must be strictly complied with. If it is not, we will be discharged from liability from the date of the breach of Warranty. 3. If you give us prior notice in writing that you wish to alter or delete a Warranty we may, at our discretion, and upon payment of any additional premium required, agree in writing to such alteration or deletion.

E. GENERAL EXCEPTIONS APPLICABLE TO ALL SECTIONS (EXCEPT AS EXPRESSLY STATED)

This Policy does not cover:

1. SONIC BANGS

Physical loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;

2. POLLUTION

Physical loss or damage to any Item caused by pollution or contamination or any cost or expense or any consequential loss resulting therefrom, but this does not exclude destruction or damage to property insured or business interruption resulting from destruction or damage to property used by you at the Premises for the purpose of the Business, not otherwise excluded, caused by:

- 2.1 pollution or contamination which itself results from a risk covered by this Policy; or
- 2.2 any risk covered by this policy which itself results from pollution or contamination.

General Exception 2 is applicable only to Sections 1 and 3 of the Policy.

Additionally, the following Wordings, Conditions, Clauses, Endorsements, Warranties and Exclusions are incorporated into this Policy:

SECTIONS 1, 3 & 4

Clause No:	Description
NMA464	War and Civil War Exclusion Clause
NMA1622	Radioactive Contamination and Explosive Nuclear Assemblies Exclusion
NMA2804	UK Millennium Endorsement
NMA2915	Electronic Date Endorsement
LSW1178	Biological and Chemical Contamination Exclusion
NMA2920	Terrorism Exclusion Endorsement
NMA1930	Northern Ireland Overriding Endorsement
LMA5011	Asbestos Clause

SECTIONS 1, 2, 3 & 4

LSW1001	Several Liabilities Notice
JH2010/009	Sanction Limitation and Exclusion Clause

SECTION 2

JCW2005/001A	Navigation Limitations for Hull War, Strikes, Terrorism and Related Perils Endorsement
JCW2005/001B	Hull War, Strikes, Terrorism and Related Perils Notice of Cancellation Administration Clause
JWLA020	JCW Hull War, Strikes, Terrorism and Related Perils Listed Areas (07/08/2006)
CL370	Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electronic Weapons Clause (10/11/03)
CL380	Institute Cyber Attack Exclusion Clause (10/11/03).

All as attached to this certificate where applicable.

F. GENERAL CONDITIONS AND CONDITIONS PRECEDENT APPLICABLE TO ALL SECTIONS OF THE POLICY

1. PREMIUM

Payment	1.1	You are responsible to us for payment of the Premium.
Cancellation	1.2	If you do not pay the Premium within fifteen days of the date when due then this Policy will automatically cancel from the date when you should have paid the Premium.
Instalment Premiums	1.3	References to the payment of Premiums includes payments by instalments. If you pay by this method the Policy

remains an annual contract and the date of payment and the amount of the instalments are governed by the terms of the Credit Agreement. If an instalment is not received by the due date then subject to the Consumer Credit Act 1974 you will be given written notice giving ten days in which to remedy the default prior to your Policy and the Credit Agreement being cancelled, the Policy being cancelled from the date when the payment became due.

- Adjustment 1.3 If any part of the Premium is calculated on estimates, you will keep an accurate record containing all relevant particulars and will, within one month of the expiry of each Period of Insurance, let us have the particulars and information we require. The Premium for such a period will then be adjusted and the difference paid by or allowed to you, as the case may be, subject to a minimum Premium being retained by us.

2. YOUR DUTY - REASONABLE CARE

It is a **Condition Precedent** to our liability that you will:

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

3. CHANGE IN FACTS

You must inform us in writing immediately of:

- 3.1 any alteration in the Premises or in the Business or otherwise whereby the risk of loss, damage, injury, illness, accident or of your incurring liability is increased or altered;
- 3.2 any change of the facts stated in the Proposal Form or Schedules;

and at our option we will be entitled to cancel this insurance or to charge an increased Premium.

4. NON-DISCLOSURE, MISREPRESENTATION OR FRAUD

If you or anyone acting for you have:

- 4.1 omitted to inform us of any material fact; or
- 4.2 misrepresented any material fact; or
- 4.3 made any statement or declaration in support of a claim which is not true; or
- 4.4 suppressed any information material to our consideration of a claim; or
- 4.5 exaggerated a claim or part of a claim

we may at our option avoid this Policy and retain the Premium. You will lose all your benefits and rights and you will reimburse to us any payments made by us.

5. BREACH OF WARRANTY

If any claim would be recoverable under any Section of the Policy but is prohibited from recovery under that Section by any breach of any Warranty, Condition Precedent or Condition, it will not be recoverable under any other Section of the Policy.

6. ASSIGNMENT OF THE POLICY

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

7. CANCELLATION

- 7.1 This Policy or any Section of it may be cancelled:
- 7.1.1 by us at any time by giving 15 days written notice sent by pre-paid post to either the address shown in the Schedule or to your agent; or
- 7.1.2 by mutual agreement; or

7.1.3 by you.

- 7.2 If the Policy is cancelled by us or by mutual agreement, providing there has been no claim during the current Period of Insurance, we will return to you a proportion of the Premium paid in respect of the unexpired Period of Insurance except for those Sections where a minimum premium has been charged.
- 7.3 If the Policy is cancelled by you, providing there has been no claim during the current Period of Insurance, we may return to you a proportion of the Premium paid in respect of the unexpired Period of Insurance subject to any minimum premiums charged for certain Sections as stated on the Schedule and otherwise to a minimum charge of £50.

8. MINOR WORKS

We allow workmen in and about the Premises for the purposes of making minor new erections or alterations, repair, decoration, plant installation, general maintenance and the like.

9. REINSTATEMENT

When an Item marked with the letter "R" on the Schedule is lost or damaged, the basis upon which the amount payable is to be calculated will be the reinstatement of the Item(s) lost or damaged. For this purpose "reinstatement" means:

9.1 the rebuilding or replacement of Items lost or damaged which, if our liability is not increased, may be carried out:

9.1.1 in any manner suitable to your requirements; or

9.1.2 upon another site;

9.2 the repair or restoration of the damaged Items;

in either case to a condition equivalent to or substantially the same as but not better or more extensive than, their condition when new.

Condition Precedent It is a **Condition Precedent** under this extension that the work of reinstatement must be commenced and carried out with all reasonable speed and in any event completed within 12 months of the loss or damage or such further time as we may grant in writing,

Limit The Limit of our Liability will not exceed the amount which we would have paid for reinstatement of the Item had it been wholly destroyed.

Date of Payment We will not be required to make any payment until the cost of reinstatement has actually been incurred.

Under- insurance Where this clause has been incorporated into the Schedule then any payment by us will be subject to the following condition If, at the time of reinstatement, the cost which would have been incurred in reinstatement of the whole of any Item destroyed exceeds the Sum Insured at the time of any loss or damage we will reduce our payment by the amount directly proportional to the amount of under-insurance.

Other If there is any other insurance in force which is not upon the identical basis Insurance as this clause, then we will not be liable beyond that amount which would have been payable under this Policy if this clause had not been included.

Personal Effects This clause does not apply to the directors', visitors' or employees' pedal cycles, tools and other personal effects.

G. CLAIMS PROCEDURES

1. CHECK THAT YOU HAVE A VALID CLAIM

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

2. YOUR OBLIGATIONS

Your obligations are **Conditions Precedent** to our liability.

You must:

- Notification** 2.1 immediately notify us of any event which might give rise to a claim under the Policy and give us a written report as soon as possible;
- Police** 2.2 immediately notify the Police of any theft, attempted theft, riot, malicious damage or other crime involving any Item;
- Written Details** 2.3 at your own expense, provide in writing such particulars and information as we may require within:
- Riot/Civil Commotion** 2.3.1 seven days of loss or damage by riot or civil commotion;
- Business Interruption** 2.3.2 ninety days of the expiry of the indemnity period in respect of a claim under Section 3(A);

- | | | |
|-----------------------------------|-------|---|
| Any Other Loss | 2.3.3 | thirty days of the occurrence of any other loss, damage, injury, illness or accident; |
| Communications From Third Parties | 2.4 | as soon as possible, pass on to us unanswered all communications from third parties relating to any matter which might give rise to a claim under the Policy; |
| Admission | 2.5 | not admit liability, offer to settle, compromise or pay any claim which might give rise to a claim under the Policy without our prior written consent; |
| Mitigation | 2.6 | minimise or mitigate any loss, damage, injury or interruption of or interference with the Business; |
3. OUR RIGHTS
- We have the right to:
- | | | |
|------------------|-----|--|
| Repair | 3.1 | decide where and how any damaged Item will be repaired; |
| Defence | 3.2 | commence or take over and conduct the defence of any claim against or prosecution of you or an Insured Person arising out of an event which might give rise to a claim under the Policy; |
| Recovery | 3.3 | commence or take over and conduct any claim brought in the name of an Insured to recover sums which are or might be payable under the Policy; |
| Formal Inquiries | 3.4 | commence or take over and conduct the representation of an Insured at any inquest inquiry or similar proceedings which might give rise to a claim under the Policy; |
| Entry | 3.5 | enter the Premises where the loss or damage has occurred and take and keep possession of any Item insured and deal with any salvage in a reasonable manner; |
4. ABANDONMENT
- No property may be abandoned to us.
5. PAYMENT
- We will have the absolute right at our discretion at any time to pay the Limit of our Liability or the Sum Insured (after deduction of any sum already paid) or any lesser amount for which a claim can be settled and we will thereafter be under no further liability except for the payment of costs and expenses incurred prior to the date of payment and to reduce the Sum Insured of any Item by the amount of any claim that we pay you.
6. ARBITRATION
- If any difference arises as to the amount to be paid under the Policy (liability being otherwise admitted), such difference will be referred to an arbitrator to be appointed by agreement between us. In default of agreement the appointment shall be made by the Chairman of the Association of British Insurers. The making of an award will be a Condition Precedent to any right of action against us.

SECTION 1- MATERIAL DAMAGE

DEFINITIONS

BREAKDOWN	The actual breaking or burning out of any part of any machinery while in use arising from either mechanical or electrical defects or pressures within the machine causing a sudden stoppage of the machine and necessitating a repair or replacement before the machine can resume working.
BUSINESS EQUIPMENT	<p>The equipment used in your Business described on the Schedule including:</p> <ol style="list-style-type: none">1. trade and office furniture, furnishings, stationery and other equipment and contents apart from Computers Machinery and Stock;2. documents, manuscripts and business books but only for the value of physical materials as stationery together with costs necessarily and reasonably incurred in collating such data from existing source material. No value attaches in respect of the information contained in such documents;3. patterns, models, plans and designs for an amount not exceeding the cost of labour and materials in reinstating such;4. directors', visitors', customers', Members' and Employees' pedal cycles and tools and other personal effects but not exceeding £1,000 in respect of any one person and only in so far as they are not otherwise insured;5. Data Storage Materials but only for the value of the physical materials together with the cost of labour incurred in replacing them and the Data thereon and the costs necessarily incurred in collating such Data from existing source material. It does not include any expense in connection with the production of information to be recorded nor the value to you of the information contained within the record. Unless such materials are separately specified on the Schedule the Limit of our Liability will not exceed £10,000 in respect of all Data Storage Materials for any one claim.
COMPUTER AND ELECTRONIC EQUIPMENT	All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.
DATA	<p>All information which is:</p> <ol style="list-style-type: none">1. electronically stored; or2. electronically represented; or3. contained on any current and back-up disks, tapes or other materials or devices used for the storage of data <p>Including but not limited to operating systems, records, programmes, software or firmware, code or series of instructions.</p>
DATA STORAGE MATERIALS	Any materials or devices used for storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment
FROZEN FOOD	Frozen Food and other goods belonging to you or in your custody as described on the Schedule and includes goods elsewhere in the Premises which otherwise would have been placed in the cold chamber of the plant but for the happening of any risk covered under the Policy.
MACHINERY	<p>Machinery, plant, fixtures, fittings, utensils and tools of your trade being your property for which you are responsible. The term Machinery does not include:</p> <ol style="list-style-type: none">1. landlord's fixtures and fittings;2. Stock;3. coin or token operated amusement gaming and vending machines or their contents;4. Business Equipment and Computers.
SANITARYWARE	<ol style="list-style-type: none">1. Washbasins and pedestals;2. sinks;3. bidets, showertrays, showerscreens, baths and bath panels;4. lavatory pans, urinals and cisterns.
SITUATION	The situation stated on the Schedule as relating to a particular Item.
SUM INSURED	<p>For the purposes of Section 1(A) the Sum Insured on Buildings and/or Machinery includes:</p> <ol style="list-style-type: none">1. architects', surveyors', consulting engineers', legal and other fees incurred in reinstatement of the Item (but not exceeding the scale of fees authorised by the respective professional institutes);

2. reinstating underground water, drainage, sewage and gas pipes, underground electricity and telephone cables supplying the Premises from the mains.

VEHICLE

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

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

SECTION 1(A) - BUSINESS PROPERTY AT THE PREMISES

"ALL RISKS"

1. COVER

Subject to the Warranties and other Terms of the Policy we will cover you for physical loss of or damage to an Item described on the Schedule.

2. EXCLUSIONS

We do not cover loss of or damage to an Item which is caused by:

- | | |
|------------|--|
| Exclusions | <ol style="list-style-type: none"> 2.1 an Item's own bad construction, defective design or defective materials; 2.2 inherent vice or latent defect; 2.3 wear and tear or gradual deterioration; 2.4 frost or a change in the water table level; 2.5 explosion arising from: <ol style="list-style-type: none"> 2.5.1 the bursting of a boiler other than one used only for domestic purposes; 2.5.2 any economiser or other pressure vessel, machine or apparatus; <p style="margin-left: 40px;">in which internal pressure is due only to steam and which belongs to you or is under your control;</p> 2.6 collapse or cracking of Buildings; 2.7 corrosion, rust, wet or dry rot, mould, fungus, dampness, dryness, shrinkage, evaporation, loss of weight; 2.8 change in temperature, colour, flavour, texture or finish; 2.9 vermin, rodents, insects or borers; 2.10 marring or scratching; 2.11 cracking, fracturing, collapse or overheating of boilers, economisers, pressure vessels, tubes or pipes; 2.12 joint leakage and/or fracture of welds of boilers; 2.13 electronic, electrical or mechanical Breakdown or derangement; <p style="margin-left: 20px;">unless in respect of exclusions 2.6 to 2.13 the loss or damage is covered by a cause which is not excluded;</p> <ol style="list-style-type: none"> 2.14 <ol style="list-style-type: none"> 2.14.1 theft or any attempted theft of Items other than power-operated travel hoists, cranes, lifting equipment, boat-moving plant, moulds or Marina Installations unless: <ol style="list-style-type: none"> 2.14.1.1 there is forcible and violent entry to or exit from any of the Buildings at the Premises; 2.14.1.2 following actual or threatened assault or violence to you, your employees or a member of your or their families. <p style="margin-left: 40px;">We do not cover theft:</p> <ol style="list-style-type: none"> 2.14.1.3 of any Item in any yard, garden, or open space other than as stated in 2.14.2 below; 2.14.1.4 involving acts of dishonesty of you, a Club official, an employee or their family members; 2.14.2 theft or attempted theft of power-operated travel hoists, cranes, lifting equipment boat-moving plant or moulds unless from an area at the Premises enclosed by properly maintained fences and gates which are locked at all times other than during Business Hours. |
|------------|--|

We do not cover theft:

- 2.14.2.1 of parts or accessories and/or contents of any such Item unless such parts, accessories or contents are stolen at the same time as the Item to which they belong; or
- 2.14.2.2 of any Item unless the keys (where applicable) have been removed to a locked or attended building;
- 2.15 acts of fraud or dishonesty;
- 2.16 any loss discovered at any periodic check, disappearance, misplacing or misfiling of information;
- 2.17
 - 2.17.1 freezing; or
 - 2.17.2 escape of water from any tanks, apparatus or pipe; or
 - 2.17.3 malicious persons;when the Premises are Unoccupied or any Building is derelict or disused;
- 2.18 subsidence, ground heave or landslip;
- 2.19 normal settlement or bedding down of new structures.
- 2.20 wind, rain, hail, sleet, snow, flood or dust but this exclusion applies only to:
 - 2.20.1 moveable property in the open other than power-operated travel hoists, cranes, lifting equipment, boat-moving plant, moulds or Marina Installations;
 - 2.20.2 fences and gates.

3. EXTENSIONS

- | | | |
|----------------------------------|-----|--|
| Theft Damage to Buildings | 3.1 | We also cover damage to Buildings for which you are responsible caused by or during theft or attempted theft of any Item insured by us (whether or not we insure the Buildings) provided that the Buildings are not insured by you or on your behalf with another insurer. |
| Limit | | We will not pay under this Extension more than the Total Sum Insured under this Section or £25,000 whichever is the less. |
| Glass | 3.2 | We also cover the cost of replacing Glass in the Buildings following breakage including the cost of boarding up, removing and reinstating obstructions to replacing Glass |
| Limit | | We will not pay under this Extension more than £5,000 any one event |
| Frozen Food | 3.2 | If the Schedule shows that Item 2.2.5 is included, we will cover you for physical loss of or damage to or deterioration of Frozen Food in any deep freeze cabinet in the Premises caused by: <ul style="list-style-type: none">3.2.1 a change in temperature in the unit:3.2.2 escape of refrigerant or fumes. |
| Exclusions | | We do not cover loss or damage: <ul style="list-style-type: none">3.2.3 caused by a deliberate act of the electricity supply company;3.2.4 to food or drink in any deep freeze cabinet which is more than fifteen years old. |
| Theft of Keys | 3.3 | Provided that the risk of theft is not excluded in its entirety, we will pay the reasonable costs incurred for the necessary replacement of locks following the loss of keys to the Premises, or any safe or strongroom in the Premises, caused by theft from the Premises or from the private dwelling occupied by a club officer or official or an authorised employee |
| Limit | | We will not pay under this Extension more than £500 any one event. |
| Metered Services | 3.4 | We will pay the cost for which you are responsible if water, electricity or gas is accidentally discharged from a metered system providing service to the Premises following damage that is insured by this Policy. |
| Exclusion | | We do not cover you in respect of any charges incurred while the Premises are Unoccupied |
| Limit | | We will not pay more than £10,000 any one loss or 10% of the Sum Insured by this Section whichever is the less. |
| Landscaped Gardens | 3.5 | We will cover the costs incurred by you with our consent in repairing, reinstating or making good damage to landscaped gardens and grounds resulting from loss or damage that is insured by this Policy. |
| Exclusions | | We do not cover: <ul style="list-style-type: none">3.5.1 the cost of movement of soil other than as necessary for surface preparation;3.5.2 the failure of trees, shrubs or turf to become established following replanting; |

	3.5.3	the failure of seeds to germinate.
Limit		We will not pay more than £5,000 or 5% of the Sum Insured by this Section whichever is the less.
Trace and Access	3.6	We will cover you for the reasonable costs incurred with our consent in locating the source of an escape of water from any fixed pipe or water apparatus or leakage of fuel from any fixed oil heating installation in the Premises and the subsequent making good of any damage caused in the process
Limit		We will not pay more than £5,000 any one loss or 5% of the Sum Insured by this Section whichever is the less.
Unauthorised use of Electricity, Gas or Water	3.7	We will cover the costs of metered electricity, gas or water for which you are legally responsible arising from its use by persons taking possession, keeping possession or occupying the Premises without your authority provided that all practicable steps are taken to terminate such unauthorised use as soon as it is discovered.
Limit		We will not pay more than £5,000 any one loss or 5% of the Sum Insured by this Section whichever is the less.
Falling Trees	3.8	We will cover you for:
	3.8.1	the cost of removing fallen trees belonging to you or for which you are responsible but only where there has been damage to property; or
	3.8.2	the cost of felling, lopping or pruning trees belonging to you or for which you are responsible at the Premises to prevent immediate threat of damage to property or for safeguarding life.
Limit		We will not pay more than £2,500 any one loss or 5% of the Sum Insured by this Section whichever is the less.

4.OPTIONAL EXTENSION

SUBSIDENCE

Cover		If Endorsement 1 is shown as included on the Schedule for this Section we will cover physical loss or damage caused by subsidence or heave of the site on which the Building(s) stand, landslip or avalanche.
Exclusion		Under this Extension we do not cover:
	4.1	the first £1,000 of each occurrence of loss of or damage to the Building or such other greater sum as is noted on the Schedule;
	4.2	loss of or damage to:
	4.2.1	service tanks, drains, pipes, cables;
	4.2.2	fixed fuel oil or gas tanks and their bases;
	4.2.3	walls, gates, fences;
		unless any insured Building is damaged by the same cause and at the same time;
	4.3	loss or damage arising during the course of structural repairs, alterations, extensions, groundworks, excavations or dredging;
	4.4	loss or damage caused by:
	4.4.1	normal settlement, shrinkage or expansion;
	4.4.2	subsidence or heave of made up ground;
	4.4.3	faulty construction or the use of defective materials;
	4.4.4	coastal or river erosion.
Warranty	4.5	You warrant to us that you will notify us immediately you become aware of any demolition, groundworks, excavation, construction or dredging being carried out on any adjoining site when we will have the right to vary the terms or cancel the cover afforded by this Extension.

5. PROPERTY EXCLUSIONS

- 5.1 We do not cover loss of or damage to:
- 5.1.1 Money;
- 5.1.2 deeds, bonds and securities;

unless we specifically agree to insure such by Endorsement on the Schedule.

5.2 We do not cover loss of or damage to:

5.2.1 jewellery, precious stones, precious metals, bullion and valuables;

5.2.2 furs, antiques, curiosities, rare books or works of art;

5.2.3 china, earthenware, marble or other fragile or brittle or glass objects,

if insured and caused by any hazard other than fire, lightning, explosion, aircraft, malicious persons, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, earthquake, storm, tempest, flood, escape of water from water tanks, apparatus or pipes, sprinkler leakage, impact by any road vehicle or animals, unless otherwise excluded.

5.3 We do not cover loss of or damage to:

5.3.1 vehicles licensed for road use, caravans, locomotives, rolling stock or aircraft;

5.3.2 Vessels unless noted on the Schedule;

5.3.3 Goods in Transit;

5.3.4 an Item or structure in the course of construction or erection and materials or supplies in connection therewith unless noted on the Schedule;

5.3.5 land, roads, pavements, bridges, culverts or excavations;

5.3.6 livestock, growing crops or trees;

5.3.7 property damaged as a result of its undergoing any process.

5.4 We will not pay for any loss or damage if, at the time when the loss or damage occurs, the Property or any Item:

5.4.1 is or would be covered, but for this insurance, by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the other policy or policies had this insurance not been effected; or

5.4.2 is more specifically insured by you or on your behalf.

6. AMOUNT PAYABLE

If any insured Property or Item suffers loss or damage which is covered under the Terms of this Section of the Policy we will either:

- | | | |
|------------------------|---------|---|
| | 6.1 | pay you for the cost of repair, replacement or reinstatement on the basis that the work is commenced without delay; or |
| | 6.2 | at our option arrange and pay for the work of repair, replacement or reinstatement. If we decide to exercise this option you must give us all appropriate help and assistance and all relevant documentation to allow us to replace or repair. In replacing we are only obliged to provide an Item of similar type and not a replica. In repairing we are only obliged to repair to a standard similar to that which existed immediately prior to damage. |
| Limit of our Liability | 6.3 | The Limit of our Liability for any one loss will not exceed the Sum Insured less the Excess for the Item lost or damaged. |
| Unrepaired Damage | 6.4 | We will not be liable for any unrepaired damage. |
| Under-insurance | 6.5 | If there is a partial loss and the Sum Insured is less than a full reinstatement or replacement value we will reduce our payment by the amount directly proportional to the amount of under-insurance. |
| Increased value | 6.6 | If a damaged Item is repaired and, as a result, its value increases we will reduce our payment by the amount of that increase. |
| Additional Costs | 6.7 | We will pay the costs properly and necessarily incurred by you with our written consent: |
| | 6.7.1 | in removing debris, dismantling and/or demolishing and shoring up and propping an Item destroyed or damaged. |
| | | We will not pay for any costs or expenses: |
| | 6.7.1.1 | incurred in removing debris from any place other than the site where an Item is lost or damaged and the area immediately adjoining that site; |
| | 6.7.1.2 | arising from pollution or contamination of any property not insured by this Policy. |
| | 6.7.2 | in refilling fire extinguishing appliances, replacing used sprinkler heads and resetting fire and |

intruder alarms up to a maximum of £5,000.

We will not pay for any costs or expenses recoverable from your maintenance company or fire and rescue service.

Underground Services	6.8	In respect of Item 1 we will also pay for:
	6.8.1	the costs of repair to underground water, drainage, sewage and gas pipes and underground electricity and telephone cables supplying the Building(s) from the main;
	6.8.2	the costs of cleaning and/or clearing of drains, sewers and gutters for which you are responsible.

STANDARD CLAUSES

The following clauses are applicable to this Section subject to the Warranties and other Terms of the Policy if they are stated on the Schedule as applying.

1. ACTS OF TENANTS

If any tenant of any Building increases the danger of loss or damage but without your authority or knowledge, this will not prejudice the Policy provided that, immediately you become aware of such increase in risk, you give notice to us and pay any reasonable Premium required by us.

2. ADDITIONS

2.1 We agree to extend this insurance to cover Machinery and Buildings in respect of additions and extensions in excess of the Sum Insured provided that you advise us of any additions and extensions every six months and you pay the additional Premium required from the acquisition date of such additions and extensions.

2.2 We will not cover any appreciation in value and the limit which we will agree with you as being the amount representing additions and extensions will be the lesser of either 10% of the Sum Insured of the Item or £100,000 sterling for all additions and extensions.

3. BUILDING REGULATIONS

We will pay those additional costs which you are obliged to incur but for the purposes only of complying with building or any other lawful regulation in case of insured loss or damage to a Building. It is a **Condition Precedent** to our liability that all work of reinstatement and repair is completed and carried out with all reasonable speed and in any event within 12 months of the date of the loss or damage or such other further time as we may grant in writing.

In any event we will not pay:

3.1 costs incurred where compliance was required before the loss or damage;

3.2 costs incurred in respect of those parts of a Building which are undamaged;

3.3 any rate, tax, duty, development charge or other charge or assessment which you may have to pay because of any repair or reinstatement

4. DAY ONE BASIS (NON-ADJUSTABLE)

4.1 This Clause applies to Buildings and/or Machinery if it is stated on the Schedule as applying.

4.2 You have stated in writing the Declared Value of each Item to which this Clause applies and we have stated it on the Schedule and calculated the Premium accordingly.

4.3 You agree that, at the start of each Period of Insurance, you will notify us of the Declared Value of the Property insured by each relevant Item.

4.4 If you do not notify us, we will take the last amount declared by you for the relevant Items as the Declared Value for the coming Period of Insurance.

4.5 Where this Clause has been incorporated into the Schedule, then any payment by us will be subject to the following condition of Average:

If the Declared Value of the Property covered by the Item is less than the full cost of reinstatement (as defined in Clause 8- Reinstatement) at the start of the Period of Insurance, then we will reduce our payment by the amount directly proportional to the amount of under-insurance.

4.6 The Limit of our Liability will not exceed:

4.6.1 the percentage of the Declared Value noted on the Schedule against Clause 5; or

4.6.2 in all, the Total Sum Insured in respect of each separate Premises stated on the Schedule; whichever is the less.

5. DESIGNATION

For the purposes of determining under which Item property is insured we will accept the designation under which the property has been entered in your books.

5. INDEX-LINKING

We agree that the Sum Insured on Buildings will be adjusted during the Period of Insurance in accordance with the fluctuations in the General Building Cost Index issued by the Building Cost Information Service of the Royal Institution of Chartered Surveyors. In the event of a negative index we will retain your existing sums insured unless you advise us otherwise.

In the event of loss or damage covered by this Section, the Sum Insured will continue to be adjusted in accordance with fluctuations in the Index during the period necessary for completion of repair or reinstatement provided you carry out the repairs with reasonable dispatch. The Premium will remain unchanged during the Period of Insurance but, at each renewal, the Premium will be calculated according to the movement in the Index known to us at the time renewal documentation is produced.

7. **RENT**

We will only be liable to pay loss of rent of a Building if it or any part of it generating the rent received or for which rent is payable becomes unfit for occupation as a result of insured loss or damage and the amount payable will be that proportion of the Sum Insured on Rent as the period necessary for reinstatement or repair of the Building bears to the term of rent insured.

8. **RESTORATION OF SUM INSURED**

When we pay a claim on an Item, the Sum Insured will not be reduced and you will pay an appropriate additional Premium on the amount of the claim that we pay you for the period from the date of the claim to the end of the Period of Insurance.

9. **TEMPORARY REMOVAL**

We insure Items while temporarily removed from the Premises for cleaning, renovation, repair or purposes in the course of the Business to anywhere in the Geographical Limits and whilst in transit.

We will not be liable to pay more than the amount that would have been paid by us had the loss or damage occurred whilst the Item was at the Premises.

This clause does not apply to:

- 9.1 an Item that is otherwise insured;
- 9.2 motor vehicles and motor chassis licensed for normal road use;
- 9.3 property held by you in trust other than plant and Machinery.

10. **MORTGAGEES AND LESSORS**

Any increase in the risk of loss or damage resulting from any act or neglect of any Mortgagor, Leaseholder, Lessee or Occupier of any Buildings insured by this Policy will not prejudice the interest of any Mortgagee, Freeholder or Lessor provided such increase in risk is without their prior knowledge or authority and that we are notified immediately they become aware of such increase in risk and pay an appropriate additional premium if required.

11. **NON-INVALIDATION**

The Policy shall not be invalidated by any act or omission or by any alteration whereby the risk of loss or damage is increased unknown to you or beyond your control provided that, immediately you become aware of it, you advise us without delay and pay an additional premium if required.

WARRANTIES

The following Warranties are applicable to this Section **only** if they are stated on the Schedule as applying:

1. **BUILDINGS INSPECTION WARRANTY**

You warrant to us that at the close of each day's business you will:

- 1.1 carry out examination of the Buildings to establish whether there is the presence of smouldering matches, tobacco and other material and, if such is discovered, properly to extinguish such smouldering matches, tobacco and other material; and
- 1.2 cause all ashtrays and similar receptacles to be emptied into a metal receptacle with a metal lid and removed from the Buildings; and
- 1.3 cause to be completed signed reports on a daily basis by the employer or the employees detailed to make the examination and to ensure that the reports are checked at least weekly by your management

2. **CHANGE OF OCCUPATION**

You warrant to us that you will inform us in writing of any change of occupation or use of the Premises and, if there is any change of occupation or change of use of the Premises, we may, at our discretion, cancel this insurance from the date of such notice or charge an additional Premium.

3. **DAILY INSPECTION WARRANTY**

You warrant to us that during any period that the Premises or Building(s) are Unoccupied you will inspect or cause them to be inspected at least daily and will remedy immediately any defect found.

4. **ELECTRICAL CIRCUIT WARRANTY**

You warrant to us that:

- 4.1 4.1.1 all electrical circuits will be tested within 30 days of the commencement of the Warranty; or
- 4.1.2 you have an existing certificate of a test carried out not more than 3 years prior to the commencement of the Warranty; and
- 4.1.3 all electrical circuits will be tested at least once in every three years from the date of the last test by a properly qualified electrical

engineer; and

- 4.2 any defects found during such testing or any recommendations made will be remedied immediately in accordance with the requirements and regulations of the Institute of Electrical Engineers; and
- 4.3 you will have issued a certificate confirming the appropriate works have been undertaken; and
- 4.4 you will make such certificate available to us on our request.

5. FIRE ALARMS (AUTOMATIC) WARRANTY

You warrant to us that:

- 5.1 the Premises are protected by an automatic fire alarm installation which will be fully operational, properly maintained and fully set at all times;
- 5.2 you will:
 - 5.2.1 carry out the testing and checking requirements referred to on the Completion Certificate provided by the installing engineers and remedy promptly any defects disclosed; and
 - 5.2.2 carry out the maintenance procedures specified by the manufacturers of the equipment; and
 - 5.2.3 notify us immediately of any disconnection or failure of the automatic fire alarm installation likely to leave any area unprotected for twelve hours or more; and
 - 5.2.4 record details of all events such as alarms, faults, tests, maintenance and disconnections and keep such details available for examination by us.

6. FIRE BREAK DOORS AND SHUTTERS WARRANTY

You warrant to us that all fire break doors and shutters:

- 6.1 will be kept closed except during working hours; and
- 6.2 will be maintained in efficient working order.

7. FIRE EXTINGUISHING APPLIANCE WARRANTY

You warrant to us that:

- 7.1 the fire extinguishing appliances in accordance with the details lodged with us are and will remain on the Premises; and
- 7.2 you will have and maintain a contract for the fire extinguishing appliances to be professionally inspected at least once every 12 months and you will maintain the fire extinguishing appliances in accordance with the recommendation of those inspecting; and
- 7.3 you will promptly remedy any defect or replace defective fire extinguishing appliances whether such defect is disclosed by the inspections or otherwise.

8. FLAMMABLE LIQUIDS AND LIQUID PETROLEUM GASES REGULATIONS

You warrant to us that you will comply with the Highly Flammable Liquids and Liquid Petroleum Gases Regulations 1972 or any amendment, modification or re-enactment of them.

9. FRYING WARRANTY

You warrant to us that:

- 9.1 the frying apparatus in the Premises is securely fixed and will remain securely fixed and free from contact with all woodwork and other combustible material;
- 9.2 extraction ducts and flues are and will be inspected and cleaned at least once every six months;
- 9.3 extraction hoods, canopies, grease traps and sump boxes are and will be cleaned at least once every seven days;
- 9.4 one of the following types of fire extinguisher is installed and will remain in the vicinity of the deep fat fryer(s) in a readily accessible position to that person attending the deep fat fryer:
 - 9 litres - foam type
 - 9 kilogrammes - Carbon Dioxide (in at least 2 extinguishers)
 - 4.5 kilogrammes - Dry Powder
- 9.5 an asbestos or glass fibre blanket is kept and will remain in the vicinity of the deep fat fryer(s) in a readily accessible position to that person attending the deep fat fryer;
- 9.6 fried waste is kept in metal receptacles with metal lids;
- 9.7 the deep fat fryer is attended at all times whilst in operation;
- 9.8 the frying equipment is fitted with a thermostat designed and set to prevent the temperature of the fat or oil exceeding 205 degrees C.

10. INTRUDER ALARM WARRANTY

You warrant to us that:

- 10.1 whenever the Premises are closed for business or left unattended, an Intruder Alarm which will be fully operational, properly maintained and fully set will protect them; and
- 10.2 you will keep in force a maintenance contract for the Intruder Alarm with a maintenance company agreed by us; and
- 10.3 you will obtain our permission before entering into a maintenance contract with another company; and
- 10.4 you will not alter the Intruder Alarm without first obtaining our permission; and
- 10.5 if any defect in the Intruder Alarm is discovered or the police withdraw their services you will:
 - 10.5.1 immediately notify us when we will have the option of immediately cancelling this Section;
 - 10.5.2 not leave the Premises unattended without our prior consent;
 - 10.5.3 put into effect the additional temporary safeguards we require;
 - 10.5.4 give immediate instructions to the maintenance company to carry out the necessary repairs.

11. MINIMUM SECURITY STANDARD WARRANTY

You warrant to us that:

- 11.1 all external doors of the Building which you occupy together with internal doors which give access to any part of the Buildings not occupied by you must be fitted and secured with at least one of the following:
 - 11.1.1 a mortice dead lock with matching boxed striking plate or a rim lock which, in either case, conforms to BS 3621: 1980 (Specification for Thief Resistant Locks);
 - 11.1.2 a five or more lever close shackle padlock and locking bar;
 - 11.1.3 in the case of aluminium or UPVC framed doors, an integral cylinder operated swingbolt mortice lock.
 - 11.1.4 an alternative form of lock or locking system of at least similar quality and strength to BS 3621: 1980 (Specification for Thief Resistant Locks) which is approved by us in writing.
 - 11.2 All outward opening external doors of the Buildings which you occupy and internal doors giving access to any part of the Building not occupied by you must be fitted and secured with hinge bolts.
 - 11.3 All accessible opening windows, fanlights and skylights including those accessible from decks, roofs, fire escapes or downpipes must be fitted and secured with key operated window locks. This requirement does not apply to windows protected by solid steel bars, grilles, expanded metal or weld mesh.
- NOTE In respect of any door or window officially designated a fire exit by the Fire Authority, you will also need to consult with the Fire Authority so that the interests of both safety and security can be met.
- The above measures comprise our minimum security requirements, where we require additional protections or where we agree to accept alternative security measures, we will specifically advise you in writing.

12. NO SMOKING WARRANTY

You warrant to us that you will impose a no smoking policy in the Buildings occupied by you at the Premises and you will erect signs to that effect prominently throughout such Buildings.

13. PORTABLE SPACE HEATERS WARRANTY

You warrant to us that any portable space heater:

- 13.1 will not be sited in passageways and other places where they are liable to be overturned or subject to mechanical damage; and
- 13.2 will not be sited in areas where flammable atmospheres are habitually or intermittently present; and
- 13.3 will not be sited on combustible floors or surfaces; and
- 13.4 will be kept clear of combustible materials and be provided with a guard to maintain a clear space of at least 50 centimetres.

14. SPRINKLER INSTALLATION(S) WARRANTY

You warrant to us that you will:

- 14.1 maintain the automatic sprinkler installation(s) in proper working and efficient order; and

- 14.2 make a test every week for the purposes of ascertaining that the alarm gong is in working and efficient order and that the stop valves controlling the water supplies and the installation(s) are fully open; and
- 14.3 make quarterly or half yearly tests if and as required by us for the purposes of ascertaining that each water supply is in good and efficient working order; and
- 14.4 record the particulars of each test undertaken by you and provide copies of the record to us on request; and
- 14.5 promptly remedy any defect to the system whether discovered by such test or otherwise; and
- 14.6 give to us immediate notice should the water supplies be turned off or any sprinkler installation be inoperative from any cause.

15. STILLAGE WARRANTY

You warrant to us that all Stock will be kept at least 15 centimetres above the floor level.

16. STILLAGE (BASEMENTS) WARRANTY

You warrant to us that Items kept in any cellar, basement or sub-basement will be kept and stored on racks or shelves at least 30 centimetres above the cellar, basement or sub-basement floor level.

17. TENANT WARRANTY

You warrant to us that you will give us immediate notice:

- 17.1 when any untenanted Premises or portion of any Premises insured is again tenanted; or
- 17.2 of any change of any tenant in any tenanted part of the Premises; or
- 17.3 if any part of the Premises becomes vacant;

and in all cases pay any additional premium required by us.

18. UNOCCUPANCY WARRANTY

You warrant to us that, immediately a Premises becomes unoccupied:

- 18.1 all public services to the Premises will be turned off at the mains supply or stop cock and that all water systems will be drained; and
- 18.2 you will or will cause the Premises to be inspected internally at least once every seven days and will remedy forthwith any defects found; and
- 18.3 the Premises will be properly secured against unauthorised entry; and
- 18.4 any fuel supply to the Premises will be turned off at all stop points between the oil storage tank and the boiler.

19. WASTE WARRANTY

You warrant to us that:

- 19.1 all trade refuse will be collected or swept up and bagged daily; and
- 19.2 such bagged up trade refuse will not be allowed to accumulate in or on the Premises and will be removed at least weekly.

SECTION 1(B) - BUSINESS PROPERTY AWAY FROM THE PREMISES

1. COVER

Subject to the Warranties and other Terms of the Policy, we will cover you for physical loss of or damage to Items described on the Schedule whilst at the Situation(s) stated on the Schedule.

2. EXCLUSIONS

We do not cover:

- 2.1 loss or damage caused by:
 - 2.1.1 wear and tear, depreciation, corrosion, weathering, vermin, rodents, insects, rot, fungus or gradually operating causes;
 - 2.1.2 bad construction, defective design or the use of defective materials;
 - 2.1.3 an Item undergoing any process;
 - 2.1.4 inherent vice or latent defect;
 - 2.1.5 riot or civil commotion occurring outside Great Britain;
- 2.2 electronic, electrical or mechanical Breakdown or derangement;
- 2.3 loss or damage involving dishonesty by a club official or an employee or a member of their family;
- 2.4 loss of Money contained within any Item;
- 2.5 loss or damage caused by theft or any attempt at theft unless:
 - 2.5.1 there is forcible and violent entry to or exit from a locked building; or
 - 2.5.2 following actual or threatened assault or violence to club officials, your employees, Members, or a member of their families; or
 - 2.5.3 from an enclosed Vehicle between the hours of 9.00pm and 6.00am local time that is contained within a securely locked garage or compound; or
 - 2.5.4 from an enclosed Vehicle left unattended at other times provided that:
 - 2.5.4.1 all points of access have been closed and securely locked and all protections have been put into operation; and
 - 2.5.4.2 all keys have been removed from the Vehicle and retained by the driver; and
 - 2.5.4.3 there is evidence of forcible and violent entry to or exit from the Vehicle; and
 - 2.5.4.4 the Property is hidden from view; or
 - 2.5.4.5 it is contained within a securely locked or attended garage;
 - or,
 - 2.5.5 from a Vessel following:
 - 2.5.5.1 theft of the entire Vessel; or
 - 2.5.5.2 forcible and violent entry to or exit from the Vessel;
- 2.6 water damage to an Item when left in the open or when on an open Vehicle or trailer;
- 2.7 erasure or distortion of data recorded on data carrying materials which are mounted in any computer equipment for use or processing unless caused by loss or damage to the computer equipment by an Insured Peril;
- 2.8 Vessels

3. AMOUNT PAYABLE

If any insured Property or Item suffers loss or damage which is covered under the Terms of this Section of the Policy we will either:

- 3.1 pay you for the cost of repair, replacement or reinstatement on the basis that the work is commenced without delay; or
- 3.2 at our option, arrange and pay for the work of repair, replacement or reinstatement. If we decide to exercise this option, you must give us all appropriate help and assistance and all relevant documentation to allow us to replace or repair. In replacing we are only obliged to provide an Item of similar type and not a replica. In repairing we are only obliged to repair to a standard similar to that which existed immediately prior to the damage.

Limit of our Liability	3.3	The Limit of our Liability for any one loss will not exceed the Sum Insured less the Excess for the Item lost or damaged.
Unrepaired Damage	3.4	We will not be liable for any unrepaired damage.
Under-insurance	3.5	If there is a partial loss and the Sum Insured is less than a full reinstatement or replacement value we will reduce our payment by the amount directly proportional to the amount of under-insurance.
Increased value	3.6	If a damaged Item is repaired and, as a result, its value increases, we will reduce our payment by the amount of that increase.
Double Insurance	3.7	We do not cover any liability for loss and/or damage which, at the time of the happening of such loss and/or damage, is insured by or would, but for the existence of this Policy, be insured by any other policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Policy not been in existence.

SECTION 2- MARINE

DEFINITIONS

BOAT	Any type of small craft which forms part of a Vessel's equipment and is used for the operation of the Vessel and is permanently marked with the name of the Vessel. Any reference by us to the "Vessel" in the Policy includes the Vessel's boat(s) unless the context requires otherwise. A liferaft is not a boat.
CRUISING AREA	The area noted on the Schedule within which a Vessel may navigate or otherwise be used, moved, displayed or stored.
HOUSEBOAT	A Vessel is used as a Houseboat if anyone (other than a trespasser) occupies the Vessel as living accommodation whether or not for the purpose of maintenance and security of the Vessel during the Lay Up Period.
IN-COMMISSION PERIOD	The period when a Vessel is not required to be laid up and may be used in navigation.
INSURED VALUE	The sum(s) noted on the Schedule.
LAY UP PERIOD	The period (if any) noted on the Schedule when a Vessel must not be used for any purpose except for the carrying out of minor maintenance and repairs and must be laid up at the place named in your Proposal Form or any other place agreed by us in writing. The Vessel must not be used as a Houseboat during the Lay Up Period nor undergo major repair or refit unless we give permission in writing and issue an Endorsement to that effect.
LATENT DEFECT	A defect which is not discoverable by the exercise of reasonable care or by an inspection that you undertake or which a person in your position would cause to be undertaken.
MACHINERY	All the Vessel's machinery which includes the main or auxiliary engines and associated electrical and electronic equipment, cables and fittings and hydraulic equipment piping and fittings, boilers and shafts.
VESSEL	Vessel or Vessels specified on the Schedule, including its sails, Machinery, gear and equipment. Vessel does not include: <ol style="list-style-type: none">1. consumables such as food, lubricants, fuel, paint etc;2. the trailer for the Vessel or for its Boat(s);3. the personal property of any person;4. diving, fishing or sporting equipment;5. moorings not carried on board.
WAR, CIVIL DISTURBANCE AND TERRORISM	War, civil disturbance and terrorism means: <ol style="list-style-type: none">1. international war;2. any act of hostility by a nation or state against another;3. civil war, revolution, rebellion or insurrection;4. any person acting from a political motive or any other motive with a view to influencing H.M. Government or any Government of the country where a Vessel may be at the time of any loss or damage;5. the detonation of any derelict mine, torpedo, bomb or any other derelict weapon of war;6. labour disturbances;7. acts of terrorists;8. acts of persons in furtherance of a political motive.
WHEEL CLAMPS	A proprietary device specifically marketed and sold as a secure method of preventing wheels turning.
WILFUL MISCONDUCT	Includes but is not limited to conduct when under the influence of alcohol or of narcotic or prohibited drugs.

SECTION 2(A) – VESSELS AND MARINE PROPERTY

PART I - LOSS OR DAMAGE

1. COVER

Cover	Subject to the Warranties and the other Terms of this Policy we will cover you in respect of physical loss of or damage to any Vessels, engines, trailers or other Items stated on the Schedule of this Section of the Policy occurring within the Geographical Limits or Cruising Area caused by: <ol style="list-style-type: none">1.1 accidents including fire, explosion, collision, stranding, sinking, grounding and heavy weather;1.2 Latent Defects in a Vessel, engine, trailer or other insured Item;
-------	--

- 1.3 negligence;
- 1.4 theft of an entire Vessel;
- 1.5 theft of any part of a Vessel or engine or other insured Item provided that at the time of the theft the part or other Item is either;
 - 1.5.1 securely fastened to a Vessel and in the case of an outboard motor locked on by an Anti-Theft Device in addition to its normal method of attachment; or
 - 1.5.2 inside a locked compartment on board a Vessel or in a locked building ashore and there is evidence of forcible and violent entry or exit;
- 1.6 malicious acts of third parties;
- 1.7 lightning, earthquake and volcano;
- 1.8 piracy.

2. EXCLUSIONS

This Policy does not cover physical loss of or damage:

- | | | |
|----------------------------|-----|--|
| Vessel and Marine Property | 2.1 | to a Vessel or other insured Item caused by: <ul style="list-style-type: none"> 2.1.1 wear, tear or depreciation; 2.1.2 Latent Defects in your own work; 2.1.3 insects, marine borers, barnacles or marine growth; 2.1.4 rodents, vermin or moths; 2.1.5 corrosion, rust, mildew, dampness or weathering; 2.1.6 electrolysis; 2.1.7 osmosis; 2.1.8 civil, criminal or administrative proceedings, action by customs officers or executive actions of a Government or Government department unless arising out of an event which is covered by this Policy; 2.1.9 War, Civil Disturbance and Terrorism; 2.1.10 your own malicious act or that of any Member or Member's family or any person on board or having access to the Vessel with your consent. |
| Protective Covers | 2.2 | to a Vessel's protective covers and canopies caused by wind. |
| Sails | 2.3 | to a Vessel's sails caused by splitting or being blown away whilst hoisted or unfurled in use unless caused by: <ul style="list-style-type: none"> 2.3.1 damage to the spars to which the sails are attached; or 2.3.2 the stranding or sinking of a Vessel or a Vessel being in collision or on fire; or 2.3.3 impact between a Vessel and any external substance including ice (but not water). |
| Racing | 2.4 | to the sails, masts, spars and rigging, of any Vessel exceeding 5 metres in length while a Vessel is racing, unless caused by: <ul style="list-style-type: none"> 2.4.1 the stranding or sinking of a Vessel or a Vessel being in collision or on fire; or 2.4.2 impact between a Vessel and any external substance including ice (but not water). <p>Unless Endorsement 4 has been agreed and noted on the Schedule</p> |
| Machinery | 2.5 | to Machinery unless caused by: <ul style="list-style-type: none"> 2.5.1 sudden accidental incursion of water into the Vessel; or 2.5.2 a Vessel being immersed by heavy weather; or 2.5.2 the stranding or sinking of a Vessel or a Vessel being in collision or on fire; or 2.5.4 impact between a Vessel and any substance including ice (but not water); or 2.5.5 freezing providing that the Machinery has been maintained in accordance with the manufacturers' |

recommendations by a competent mechanic and that the Machinery has been protected by an appropriate anti-freeze mixture and inserted in accordance with the manufacturers' specification; or

- 2.5.6 Lightning; or
- 2.5.6 theft or malicious acts of third parties; or
- 2.5.7 fire in the place of storage ashore.
- Transit 2.6 to Vessels:
 - 2.6.1 with an overall length more than 10 metres, from any cause while being transported by land, sea or air unless Endorsement 2 has been agreed and noted on the Schedule;
 - 2.6.2 caused by scratching, bruising or denting during,
 - 2.6.2.1 the preparation for transportation by land, sea or air; or
 - 2.6.2.2 while being so transported
- Trailers 2.7 to a trailer caused by:
 - 2.7.1 theft during preparation for or in the course of towage unless the trailer is attended or secured with a Wheel Clamp; or
 - 2.7.2 theft otherwise than during preparation for or in the course of towage unless the trailer is secured by a Wheel Clamp or is in a locked place of storage.
- Trailer tyres 2.8 to trailer tyres caused by the application of brakes or by punctures, cuts or bruises.
- Personal Property 2.9 to Personal Property
- Equipment 2.10 fishing or sporting equipment unless caused by;
 - 2.10.1 a Vessel being on fire; or
 - 2.10.2 theft following forcible and violent entry into or exit from the Vessel; or
 - 2.10.3 following a total loss of the Vessel.

3. AMOUNT PAYABLE

We will pay the value of a Vessel, Boat, engine, trailer or other Item as noted on the Schedule if:

- Total Loss 3.1 the Item is totally lost or destroyed;
- Constructive Total Loss 3.2 the cost of recovering and/or repairing the Item will exceed the Insured Value;
- 3.3 you, have been deprived of the free use and disposal of the Item for a period of 12 consecutive months commencing during the Period of Insurance, except in the cases of theft, when the period will be a reasonable period depending upon the facts of each individual case.
- Partial Loss 3.4 For partial loss we will pay either:
 - 3.4.1 where repairs are undertaken the reasonable costs of recovering the Item and the reasonable cost of effecting repairs, less the Excess; or
 - 3.4.2 where repairs are not undertaken by the end of the Period of Insurance, or such later time as we agree in writing, the reasonable costs of recovering the Item and the diminution in market value by reason of the unrepaired damage up to the reasonable cost of effecting repairs less the Excess.

4. EXCLUSIONS TO AMOUNT PAYABLE

- 4.1 We will not pay the cost and expense of rectifying or repairing:
 - 4.1.1 a fault in design or construction; or
 - 4.1.2 any part (including the whole or any part of the hull) which is subject to a fault in design or construction or to a Latent Defect; or
 - 4.1.3 defective workmanship carried out or materials provided by an independent contractor employed to carry out maintenance, repairs or alterations to the Vessel at any time.
- 4.2 We will not pay for any costs of recalling goods manufactured by you.
- 4.3 We will be entitled to deduct at our sole discretion:
 - 4.3.1 up to one third of the replacement cost of used sails, running rigging, protective covers, canopies, masts, spars, standing rigging and outboard motors;

- 4.3.2 a reasonable amount from the cost of repairs or replacement to take account of any increase in value to the Vessel arising out of repairs or replacement.

5. ADDITIONAL SUMS PAYABLE

We will also pay the following:

- 5.1 expense incurred for the purpose of averting or minimising loss of or damage to a Vessel provided that in each case the expense;
- 5.1.1 is both reasonably incurred and reasonable in amount and
- 5.1.2 results from an event (or the possibility of an event) for which there is or would be cover under this Policy;
- 5.2 the reasonable costs of removal and disposal of any wreck of a Vessel from:
- 5.2.1 any place owned, leased or occupied by you; or
- 5.2.2 from any place where you have been ordered to remove the Vessel by a competent authority;
- 5.3 the reasonable cost of inspecting the bottom of a Vessel after grounding even if no damage is found;

and the amounts payable under this Section will be subject to the Excess and the total amount recoverable under this Section and arising out of any one event is limited to the Insured Value of the Vessel.

PART 2 - LIABILITY TO THIRD PARTIES

1. COVER

- 1.1 The Insured Persons referred to in this Section are:
- 1.1.1 you;
- 1.1.2 any director, Club official, Member or employee of the Business
- 1.1.3 any person using an insured Vessel with your permission.
- 1.2 Subject to the Warranties and the other Terms of the Policy we will cover the Insured Persons in respect of legal liability to another person (with the exception of an employee acting in the course of his employment who would be covered by an Employers Liability Policy) arising out of the Insured Person's interest in or use of the Vessel and/or Trailer.

2. EXCLUSIONS

- 2.1 This Section does not cover the liability of the following persons;
- 2.1.1 any person while engaged in any sport which involves being towed by a Vessel;
- 2.1.2 an employee of or an operator of a marina, slipway, shipyard, yacht club, sales agency, similar organisation or crane or travel hoist unless he or she is your employee or unless you are the operator;
- 2.1.3 any person diving from a Vessel from the time of leaving the Vessel until safely back on board.
- 2.2 This Policy does not cover liability to the following persons :-
- 2.2.1 any person while engaged in any sport which involves being towed by a Vessel;
- 2.2.2 any employee acting in the course of his or her employment which would be covered by an Employers Liability Policy;
- 2.2.3 any person diving from the Vessel from the time of leaving the Vessel until safely back on board.
- 2.3 We will not cover liability caused or contributed to by recklessness or Wilful Misconduct on the part of the Insured Person.
- 2.4 We will not cover liability to third parties:
- 2.4.1 caused or contributed to by a trailer becoming unintentionally detached from the towing vehicle;
- 2.4.2 as a result of an accident occurring on a highway or other public place whilst a trailer is attached to the towing vehicle.

3. AMOUNT PAYABLE

We will pay the following:

- 3.1 the amount which an Insured Person is held liable to pay a third party, up to the Limit of Indemnity noted on the Schedule for this Section in respect of any one event; and
- 3.2 the costs of an Insured Person in defending any claim brought against him, provided that such costs are incurred with our prior written consent; and
- 3.3 the costs of an Insured Person at any inquest, inquiry or similar proceeding, provided that such costs are incurred with our prior oral or written consent

4. EXCLUSIONS TO AMOUNT PAYABLE

We will not pay fines or punitive damages.

PART 3 - WARRANTIES

1. USE WARRANTY

Unless we otherwise agree in writing **you warrant** to us that the Vessel will not be used for any purpose other than duties incidental to the Business, demonstration, trial, shows, exhibitions or regattas and when underway will have a competent skipper on board at all times, or if being used for training purposes, is supervised at all times by a suitably qualified person.

2. LOW SPEED WARRANTY

Unless Endorsement 3 has been agreed and noted on the Schedule **you warrant** to us that the actual or maximum designed speed of the Vessel (and any Boat(s)) when under engine power does not exceed 17 knots.

3. CRUISING AREA WARRANTY

You warrant to us that the Vessel will remain within the cruising area noted on the Schedule.

4. TRAILER WARRANTY

You warrant to us that at all times trailers will be:

- 4.1 securely locked to a road vehicle and the road vehicle will be occupied or securely locked; or
- 4.2 they will be attended; or
- 4.3 secured by a Wheel Clamp approved by us; or
- 4.4 in a locked place of storage.

5. LAID UP WARRANTY

If the Schedule states that a Vessel is to be laid up for any period **you warrant** to us that the Vessel will be safely laid up for the whole of the period, out of commission and in the place and/or type of berth stated in your Proposal Form or such other place or type of berth as may be agreed by us in writing.

6. WARRANTY THAT THE VESSEL WILL NOT BE USED AS A HOUSEBOAT

Unless Endorsement 14 has been agreed and noted on the Schedule **you warrant** to us that the Vessel will not be used as a Houseboat.

7. SEAWORTHINESS WARRANTY

You warrant to us that you will exercise reasonable care to make and keep the Vessel in a seaworthy condition and to keep the Vessel in a safe place, when not underway.

8. WARRANTY THAT THE VESSEL WILL NOT TOW OR BE TOWED

You warrant to us that the Vessel will not tow another Vessel or be towed by another Vessel except in emergency or when it is customary.

9. CREW WARRANTY

If your Vessel is 8 metres in length or over, **you warrant** to us that at all times when your Vessel is underway the minimum number of competent crew members on board will be 2 unless otherwise stated on the Schedule.

10. BUOYANCY AIDS WARRANTY

You warrant to us that buoyancy aids in accordance with the maximum carrying capacity of the Vessel are on board and available at all times

PART 4 - GENERAL TERMS

1. SALE OF OR CHANGE OF INTEREST IN THE VESSEL

Unless we agree in writing, if during the Period of Insurance the ownership of a Vessel is sold or otherwise transferred, or in the case of a Vessel owned by a company limited by shares, the ownership of more than 50% of the shares is sold or otherwise transferred in any one transaction or series of transactions to the same person, this Policy will automatically be cancelled with effect from the date of the transfer and we will return to you the Premium

paid in respect of the unexpired period less a minimum charge of £20.

2 ROAD TRANSIT

- 2.1 If a Vessel is carried on a Trailer you must ensure that both the Trailer and the towing vehicle are fit for the purpose.
- 2.2 If a Vessel is carried on the roof rack of a road vehicle you must ensure that:
 - 2.2.1 the Vessel the roof rack and the road vehicle are all fit for the purpose; and
 - 2.2.2 all lashings and other fastenings are secure.
- 2.3 This Section does not cover loss of or damage to the insured property or liability to a Third Party attributable to a breach of this term.

3. GAS

- 3.1 If Liquefied Petroleum Gas (LPG) is used on board a Vessel:
 - 3.1.1 all gas containers must be secured against movement and located in dedicated gas lockers or on the open deck in such a way that any gas leakage cannot find its way directly into the internal hull spaces; and
 - 3.1.2 all gas lockers must be drained and vented to the outside of the Vessel or to the cockpit if properly vented and self draining; and
 - 3.1.3 all gas pipes must be solid drawn soft copper or be marked to show that they are made to an approved standard for LPG (BS3212 type 2 in the UK); and
 - 3.1.4 all gas fittings should be of compression type and all solid gas fittings must be rigidly secured and not run through petrol engine or battery compartments and must be secured away from electric cables; and
 - 3.1.5 all gas appliances must be designed for use with LPG; and
 - 3.1.6 when the Vessel is unmanned or at times when being refuelled, the gas supply must be turned off at source. In the event that all gas appliances and burners are fitted with flame failure devices, the gas supply need only be turned off at source if the Vessel is left unmanned for more than 24 hours.
- 3.2 This Section does not cover loss of or damage to the insured property attributable to a breach of this term.

4. OTHER INSURANCES

We will not pay for any loss or damage or provide any Indemnity if at the time when the loss or damage occurred any Vessel, trailer, other property or the Liability of the Insured Person is or would, but for this insurance, be covered by any other insurance. If, however, the Insured Value of the property as covered by this Policy or the Indemnity provided is greater than the Insured Value or Indemnity provided by such other insurance we will, subject to the Warranties and other Terms of the Policy, pay the difference.

5. SISTER SHIP

Should any Vessel insured by this Policy come into collision with or receive salvage services from another Vessel belonging wholly or in part to you, you will have the same rights under this insurance as you would have had were the other Vessel entirely the property of some other person. In such cases the liability for the collision or the amount payable for salvage services will be referred to a sole arbitrator to be agreed between us. Should we be unable to agree, an arbitrator is to be nominated by the Chairman for the time being of the Institute of London Underwriters.

PART 5 – ENDORSEMENTS

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

ENDORSEMENT 1

1. WAR RISKS

- 1.1 Subject to the Warranties and other Terms of this Policy we will cover you in respect of physical loss of or damage to the Vessel caused by War, Civil Disturbance and Terrorism.
- 1.2 In addition to the other exclusions in the Section, this Section does not cover loss or damage caused by:
 - 1.2.1 the outbreak of war (whether there be a declaration of war or not) between any of the following Countries:
United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China;
 - 1.2.2 requisition or pre-emption by any national Government;
 - 1.2.3 executive action of a Government or Government Department of the country in which the Vessel is owned or registered;
 - 1.2.4 civil, criminal or administrative proceedings, action by customs officers or executive action of a Government or Government Department under quarantine regulations or by reason of infringement of any customs or trading regulation;

- 1.2.5 any claim arising from delay except for such expense as would be recoverable in principle under English Law and Practice under the York–Antwerp Rules, 1994.
- 1.3 This Endorsement will not apply before the Vessel has been launched or whilst the Vessel is hauled out ashore.
- 1.4 This Endorsement may be cancelled by you or us at any time by giving 7 days written notice by pre-paid post to us at the address given in the General Provisions of this Policy or by us to the address shown on the Schedule or to your Agent. The Endorsement may, however, be reinstated if prior to the expiry of the notice of cancellation a new rate of premium and terms of the insurance are agreed between us.
- 1.5 This endorsement will terminate automatically:
 - 1.5.1 upon the occurrence of any hostile detonation of any nuclear weapons of war; or
 - 1.5.2 upon the outbreak of war (whether there be a declaration of war or not) between any of the United Kingdom, United States of America, France, a member of the C.I.S. (formerly the Union of Soviet Socialist Republics) the People’s Republic of China; or
 - 1.5.3 in the event of the Vessel being requisitioned.
- 1.6 In the event of cancellation of this Endorsement we will return to you the Premium paid in respect of the unexpired Period of Insurance.
- 1.7 This Endorsement will not be effective if, after we have agreed to include this Endorsement and before this Endorsement attaches to your Policy, there has been any event which would have automatically terminated this Endorsement.

ENDORSEMENT 2

2. TRANSIT

- 2.1 Subject to the Warranties and the other Terms of the Policy we will cover the Vessel against the risks excluded by Part 1 paragraph 2.6.1. within the Geographical Limits and/or the Cruising Area stated on the Schedule
- 2.2 It is a **Condition Precedent** to our liability under this Endorsement that you will:
 - 2.2.1 take and ensure that your employees take all reasonable precautions for the safety of goods and use such sheets, ropes, chains, toggles, tarpaulins and packing materials as are necessary for the protection of goods and ensure that all sheets, ropes, chains, toggles, tarpaulins and packing materials are maintained in good order and condition and replaced when necessary; and
 - 2.2.2 exercise reasonable care in the selection of steady, sober, reliable and competent drivers; and
 - 2.2.3 maintain and keep in efficient condition any Vehicle in your ownership or control used for the conveyance of goods; and
 - 2.2.4 comply with any statutory requirements as may apply to the operation of Vehicles; and
 - 2.2.5 maintain and keep in efficient condition all protections on and to your Vehicles.
- 2.3 Upon the occurrence of any loss or damage which may give rise to a claim under this Section you will take such action as is necessary under the Conditions of Contract between you and the carrier to notify the carrier of the loss or damage within any time limit stipulated by the carrier. If you prejudice our rights of recovery by failing to take such action the claim will be reduced by the amount that would otherwise have been recovered from the carrier.

ENDORSEMENT 3

3. HIGH SPEED CLAUSE

The actual or maximum designed speed of the Vessel (and any Boat(s)) under engine power is in excess of 17 knots as noted on the Schedule by this Endorsement.

- 3.2 Subject to the Warranties and the other Terms of the Policy we will cover physical loss of or damage to the Vessel and liability to third parties but the Excess stated on the Schedule as applicable to the Vessel will double in respect of loss of or damage to the Vessel's propulsion, stability and steering equipment that is under the water.
- 3.3 In addition to the other exclusions in the Policy, the Policy does not cover:
 - 3.3.1 physical loss of or damage to the Vessel the additional sums payable under Part 1 Paragraph 5 of this Section or liability to third parties arising out of an event covered while the Vessel is being operated in competitive circumstances or undertaking any speed test or trial;
 - 3.3.2 physical loss of or damage to the Vessel, the additional sums payable under Part 1 Paragraph 5 of this Section or liability to third parties arising from the stranding, sinking, swamping, immersion or breaking adrift of the Vessel at the time when it is moored or anchored afloat unattended off any beach or shore;
 - 3.3.3 theft of outboard motor(s) unless locked on to the Vessel by an Anti-Theft Device in addition to the normal method of attachment;
 - 3.3.4 in the case of Vessels fitted with inboard machinery:
 - 3.3.4.1 physical loss of or damage to the Vessel or
 - 3.3.4.2 the additional sums payable under Part 1 Paragraph 5 of this Section; or

3.3.4.3 liability to third parties;

arising out of fire or explosion on board the Vessel unless the Vessel is equipped:

3.3.4.4 in both the engine-room or engine space and the tank space with a fire extinguishing system which operates automatically or is operable from the steering position and which is properly installed and maintained in efficient working order; and

3.3.4.5 in the galley with a portable fire extinguisher in efficient working order of not less than 2 kg and a fire blanket.

3.4 Subject to the Warranties and other Terms of the Policy, if your Vessel is 6.5 metres in length or less **you warrant** to us that at all times when not being used by you on the water, the Vessel will be:

3.4.1 on the trailer which will be locked to a road vehicle and the road vehicle will be occupied or securely locked; or

3.4.2 on the trailer which is securely locked with a Wheel Clamp approved by us; or

3.4.3 in a locked place.

ENDORSEMENT 4

4. RACING RISKS

4.1 Subject to the Warranties and other Terms of the Policy we will cover a Vessel named on the Schedule against the risks excluded by Part 1 Paragraph 2.4 of this Section.

4.2 The replacement cost of all sails carried, whether set or not, masts, spars and standing and running rigging is the amount stated in Endorsement 6 on the Schedule.

4.3 In the case of loss of or damage to a Vessel's sails, masts, spars or standing or running rigging while racing caused by events not falling within Part 1, Paragraph 2.4.1 and 2.4.2;

4.3.1 the amount payable will be limited to two thirds of the cost of repair or replacement; but

4.3.2 no deductions will be made under Part 1, paragraphs 4.3.1 and 4.3.2 and no Excess will be deducted.

4.4 **You warrant** to us that no other contract of insurance relating to the sails, masts, spars or standing or running rigging and for the Period of Insurance or any part of it has been or will be entered into.

ENDORSEMENT 5

5. THIRD PARTY LIABILITY ONLY

5.1 Subject to the Warranties and other Terms of the Policy, we will only cover you in respect of Part 2 - Liability to Third Parties.

5.2 We do not cover you for wreck removal, salvage or for oil pollution arising out of your use or ownership of the Vessel

ENDORSEMENT 6

6. ADDITIONAL EQUIPMENT

Subject to the Warranties and other Terms of the Policy we will cover you in accordance with this Section for the Additional Equipment specified on the Schedule whilst:

6.1 on board the Vessels named on the Schedule and whilst those Vessels are let out on hire or charter;

6.2 in the store named on the Schedule and whilst in transit to and from that store to the Vessels.

ENDORSEMENT 7

7. RESCUE BOAT

Subject to the Warranties and other Terms of the Policy we will cover the Vessel named on the Schedule whilst being used for the purposes of a rescue boat in accordance with this Section.

You warrant to us that the Vessel whilst being used as a rescue boat will have on board:

7.1 at least two competent persons, one of whom will be a helmsman and one of whom will be a lookout and of which at least one will be properly qualified and certified in First Aid; and

7.2 a proper, adequate and fully equipped First Aid Kit; and

7.3 equipment able to cut readily glass reinforced plastic and timber; and

7.4 sufficient lengths of rope and buoyancy aids.

ENDORSEMENT 8

8. MEMBER TO MEMBER ENDORSEMENT

2.6.1 Where applicable and solely for the purposes of this Section of the Policy, the Insured stated in the Schedule shall include:

2.6.1.1 The Committee, Officers and Members for the time being.

As a consequence we will indemnify each party as though a separate policy had been issued to each of them

2.6.2 Provided that:

2.6.2.1 each party indemnified observes, fulfils and is subject to the Terms, Limitations and Conditions of this Policy; and

2.6.2.2 our total combined liability to all persons will not exceed the Limit of our Liability stated on the Schedule.

ENDORSEMENT 9

9. TRAINING SCHOOL ENDORSEMENT

Subject to the Warranties and other Terms of the Policy we will cover the liability of one student or trainee to another and any person operating any Vessel to another in accordance with this Section. Buoyancy aids shall be made available for all persons under tuition.

ENDORSEMENT 10

10. EXPERIENCED SKIPPER AND CREW

Subject to the Warranties and other Terms of the Policy, **you warrant** to us that the Vessel named in the Schedule will, at all times whilst under power, navigating or otherwise moving, be manned by a suitably experienced skipper and by a crew of a number not less than that noted on the Schedule.

ENDORSEMENT 11

11. TAKING ASHORE

Subject to the Warranties and other Terms of the Policy you warrant to us that the Vessel named on the Schedule will be taken and kept ashore on all occasions when not under power, navigating or otherwise moving and, in any event be taken ashore overnight and kept in a locked building or compound.

ENDORSEMENT 12

12. VESSEL MOORED AFLOAT

If the Vessel is 6.5 metres in length or less, **you warrant** to us that at all times when the Vessel is afloat unattended, the Vessel will be chained and locked to a marina pontoon berth (or other mooring agreed by us in writing) with the engine immobilised and, unless the Vessel is a RIB (Rigid Inflatable Boat), there is:

12.1 a tonneau cover fixed securely in position; or

12.2 an automatic bilge pump fitted and maintained in efficient working order.

ENDORSEMENT 13

13. SINGLE HANDED SAILING

Subject to the Warranties and other Terms of the policy we will cover you to navigate the Vessel of over 8 metres in length single handedly between the hours of sunrise and sunset local time and only for a cumulative distance not exceeding 50 nautical miles in any 24 hour period. Warranty 9 is cancelled when this Endorsement has been agreed and noted on the Schedule.

ENDORSEMENT 14

14. HOUSEBOATS

Subject to the Warranties and other Terms of the Policy, we will cover the Vessel named on the Schedule whilst being used as a Houseboat

SECTION 3- FINANCIAL LOSS

DEFINITIONS

ESTIMATED GROSS REVENUE	The Sum Insured shown on the Schedule which you represent as being your anticipated Gross Revenue for the Maximum Indemnity Period.
GROSS REVENUE	The Gross Revenue received or receivable in the course of the Business operating at or from the Premises.
STANDARD GROSS REVENUE	The Gross Revenue during that period in the year immediately before the occurrence of the loss or damage which corresponds with the Indemnity Period.

ANNUAL GROSS REVENUE	The Gross Revenue for the year immediately before the date of the occurrence of the loss or damage.
INDEMNITY PERIOD	The Period which starts with the occurrence of the loss or damage and ends when your Business ceases to be affected by the consequences of the loss or damage or on expiry of the Maximum Indemnity Period, whichever is earlier
LICENCE	The Justices' Licence granted for the retail sale of excisable liquors at the Premises.
MAXIMUM INDEMNITY PERIOD	The period shown on the Schedule during which you are covered for the interruption of or interference with your Business.
NOTIFIABLE DISEASE	Any human infectious or human contagious disease, an outbreak of which the competent local authority has stipulated will be notified to them.

SECTION 3(A) - BUSINESS INTERRUPTION

1. COVER

Subject to the Warranties and other Terms of the Policy if any Property used by you:

- 1.1 at or from the Premises; or
- 1.3 covered under this Section of the Policy by being mentioned on the Schedule

for the purposes of the Business suffers physical loss or damage and is insured by us as stated on the Schedule and we make payment to you in respect of that loss or damage, we will cover you for business interruption or interference caused by any of the events against which we insure you stated as applicable on the Schedule to Section 1.

2. LIMIT OF OUR LIABILITY

The Limit of our Liability during any one Period of Insurance will not exceed in respect of each Item the Sum Insured under that Item or in the whole the Total Sum Insured as stated on the Schedule.

3. AMOUNT PAYABLE

The Sum that we will pay to you will be calculated as follows:

Turnover Reduction	3.1	we will pay you the amount by which the Gross Revenue during the Indemnity Period falls short of the Standard Gross Revenue as a result of the loss or damage
Increased Cost of Working	3.2	We will also pay additional costs necessarily and reasonably incurred by you with our prior written agreement for the sole purpose of avoiding or mitigating any reduction in Gross Revenue during the Indemnity Period.
Sums Saved	3.3	We will deduct from our payment all sums saved during the Indemnity Period which you would have paid but for the occurrence of the loss or damage.
Adjustment Cause	3.4	when calculating your loss of Gross Revenue we will take into account all circumstances and variations which would have affected your Business both prior to and after the occurrence of the loss or damage. The amount so found will be adjusted so as to reflect properly the financial results of your Business had the loss or damage not occurred so the figure shown is an accurate assessment of what your Business would have achieved.

4. LIMIT ON AMOUNT PAYABLE

Under Insurance	4.1	Where the Sum Insured for Item 1 of this Section is less than the amount of the Annual Gross Revenue (or to a proportionately increased sum where the Indemnity Period is greater than a year), we will reduce our payments directly proportional to the difference.
Estimated Gross Revenue	4.2	Where the Sum Insured under Item 1 of the Section is shown as Estimated Gross Revenue, our payment will not exceed 133.33 % of the Estimated Gross Revenue.
Increase in Cost of Working	4.3	The Limit of our Liability in respect of Increase in Cost of Working will not exceed the amount of the reduction in Gross Revenue that is avoided by incurring the additional costs.

5. PROVISIONAL PREMIUM

Premium Adjustment	5.1	If we pay for loss or damage which occurs during the Period of Insurance, the Premium will be calculated on the same basis that we pay you.
Refund of Premium	5.2	5.2.1 If the premium charged is stated on the Schedule as provisional it will be adjusted when we receive your Accountant's Report of your Gross Revenue for the financial year nearest the Period of Insurance.

- 5.2.2 You will provide us within six months of the end of the Period of Insurance with your Accountant's Report showing your Gross Revenue for the financial year nearest to the Period of Insurance.
- 5.2.3 If your Accountant's Report shows a Gross Revenue less than the Sum Insured, we will return the difference in Premium, but not exceeding 50% of the Premium paid.

6. ACCOUNTANTS COSTS FOR CLAIM

We will, in addition to the sums payable above, pay to you:

- 6.1 the reasonable charges of your Professional Accountants for producing particulars and details or any other proof, information or evidence that may be required by us under this Section for the purposes of any claim; and
- 6.2 the cost of your Professional Accountant's reporting that particulars and details of the claim are in accordance with your books of accounts and other business books or documents

provided the total sum payable by us under this Section will in no case exceed the Sum Insured.

7. ADDITIONAL CLAUSES

- Alternative Trading 7.1 If during the Indemnity Period, goods are sold or services are rendered elsewhere than at the Premises for the benefit of your Business either by you or by anyone else on your behalf, the money paid or payable in respect of such sales or services will be brought into account in arriving at the Turnover during the Indemnity Period.
- Departmental Clause 7.2 If your Business is conducted in Departments, the independent trading results of which are ascertainable to each separate Department, the provisions of Clause 3.1 and 3.2 of Amount Payable will apply separately to each Department affected by any loss or damage except that if the Sum Insured by Item 1 is less than the aggregate of the sums produced by applying the Rate of Gross Profit for each Department of the Business (whether affected by the damage or not) to the relevant Annual Turnover, the amount payable under Item 1 will be proportionally reduced.

8. ADDITIONAL ITEM

- Additional Cost of Working 8.1 Provided that Item 3 is completed on the Schedule and subject to the Warranties and other Terms of Policy, we will pay a sum of money in excess of the amount recoverable as Increase in Cost of Working which you may incur to maintain the Business during the Indemnity Period. The Limit of our Liability is the Sum Insured stated on the Schedule against this Item.

COVER EXTENSIONS

The under-noted Extensions are applicable to this Section only if they are stated on the Schedule as applying.

Subject to the Warranties and other Terms applying to this Section we will cover you against interruption of or interference with the Business as a result of physical loss or damage:

1. DAMAGE IN THE VICINITY

To property in the vicinity of the Premises destruction of or damage to which will cause loss of custom to you directly due to loss of amenities in the immediate vicinity of the Premises whether the Premises or your property in the Premises are damaged or not.

2. PREVENTION OF ACCESS

To property in the vicinity of the Premises destruction of or damage to which will prevent or hinder the use of the Premises or access to them whether the Premises or your property in the Premises are damaged or not.

3. UTILITIES (ELECTRICITY)

To property at any generating station or sub-station of the electricity supply company from which you obtain electricity.

4. UTILITIES (GAS)

To property at any land based premises of the gas supply company or of any natural gas producer linked directly with it from which you obtain gas.

5. UTILITIES (TELECOMMUNICATIONS)

To property at any land based premises of the telecommunications company from which you obtain telecommunications services.

6. UTILITIES (WATER)

To property at any water works or pumping station of the water supply company from which you obtain water.

Additionally:

7. NOTIFIABLE DISEASES, VERMIN, DEFECTS IN DRAINS, MURDER, SUICIDE AND FOOD POISONING

We will cover you for interruption of or interference with your Business in consequence of:

- 7.1 any occurrence of a Notifiable Disease at the Premises or on a hired out vessel or attributable to food or drink supplied from the Premises;
- 7.2 any discovery of an organism at the Premises or on a hired out vessel likely to result in the occurrence of a Notifiable Disease;
- 7.3 any occurrence of a Notifiable Disease within a radius of 25 miles of the Premises;
- 7.4 the discovery of vermin or pests at the Premises which causes restrictions to the use of the Premises upon the order or advice of a competent Local Authority;
- 7.5 any accident causing defects in the drains or other sanitary arrangements at the Premises which causes restrictions on the use of the Premises on the order or advice of a competent Local Authority;
- 7.6 murder or suicide at the Premises or on a hired out vessel

For the purposes of this Extension the Indemnity Period during which we will pay for interruption of or interference with your Business will be the period beginning in the case of 7.1, 7.2, 7.3 and 7.6 above with the occurrence or discovery of the incident and in the case of 7.4 and 7.5 above with the date from which the restrictions of the Premises are applied and ending not later than the Maximum Indemnity Period.

We will not be liable for any costs incurred in the cleaning, repair, replacement, recall or checking of any property.

We will only be liable for the loss arising at the Premises which are directly affected by the occurrence.

SECTION 3(B) - LOSS OF MONEY

1. COVER

Subject to the Warranties and other Terms of the Policy we will cover loss of your Money in the course of the Business:

- | | | |
|-------|-----|---|
| Cover | 1.1 | at the Premises; |
| | 1.2 | in the ordinary course of transit; |
| | 1.3 | at the home of your authorised club officials, club members or employees; |
| | 1.5 | in bank night safes. |

In addition, we will cover loss of or damage to:

- | | |
|-----|--|
| 1.6 | any safe or strong room in the Premises; |
| 1.7 | any case, bag or waistcoat containing Money; |
- arising from theft or attempted theft of Money from them; and
- | | |
|-----|---|
| 1.8 | clothing and personal effects belonging to you, your officials, members or any employee arising from theft or attempted theft of Money involving assault or violence or threat of violence. |
|-----|---|

2. EXCLUSIONS

We do not cover loss of Money:

- | | | |
|------------|-----|---|
| Exclusions | 2.1 | caused by clerical or accounting error; |
| | 2.2 | caused by the dishonest act(s) of employees unless discovered within seven working days of occurrence; |
| | 2.3 | covered by another insurance policy except the excess amount beyond that payable under the other policy; |
| | 2.4 | outside the Geographical Limits; |
| | 2.5 | from unattended vehicles; |
| | 2.6 | from any coin or token operated gaming, amusement or vending machine, unless involving forcible and violent entry to or exit from the Premises; |
| | 2.7 | caused by change in the water table level; |
| | 2.8 | caused as a result of the interruption of the Business or any other consequential loss; |
| | 2.9 | in the course of post unless registered. |

3. WARRANTIES

You warrant to us that:

- | | | |
|----------------|-----|---|
| Intruder Alarm | 3.1 | If the Intruder Alarm Warranty is noted on the Schedule to this Section you warrant to us that: |
|----------------|-----|---|

- 3.1.1 whenever the Premises are closed for business or left unattended an Intruder Alarm which will be fully operational, properly maintained and fully set will protect them; and
- 3.1.2 you will keep in force a maintenance contract for the Intruder Alarm with a maintenance company agreed by us; and
- 3.1.3 you will obtain our permission before entering into a maintenance contract with another company; and
- 3.1.4 you will not alter the Intruder Alarm without first obtaining our permission; and
- 3.1.5 if any defect in the Intruder Alarm is discovered or the Police withdraw their services you will:
 - 3.1.5.1 immediately notify us when we will have the option of immediately cancelling this Section;
 - 3.1.5.2 not leave the premises unattended without our prior consent
 - 3.1.5.3 put into effect the additional temporary safeguards we require;
 - 3.1.5.4 give immediate instructions to the maintenance company to carry out the necessary repairs.

4.CONDITIONS PRECEDENT

It is a **Condition Precedent** to our liability that:

- | | | |
|---------------------|-----|---|
| Protection | 4.1 | all protections shown in the schedule of additional protections are properly installed, maintained and operational; |
| Keys | 4.2 | whenever the Premises are closed for business or left unattended you will keep safes locked and ensure that all the keys to the safes and Premises and records of combination numbers of the safe(s) and strong room(s) are removed from the Premises and if the person(s) holding the keys and records of combination numbers resides in a residence adjoining and communicating with the Premises, the keys and records of combination numbers are removed from the residence when left unattended; |
| Cash Registers | 4.3 | you will leave the till or cash register drawer empty and in a fully open position whenever the Premises are closed for business or left unattended; |
| Records | 4.4 | you will maintain a complete record of Money which you will keep in a secure place separate from Money; |
| Accompanied Transit | 4.5 | the following amounts of Money in the ordinary course of transit are accompanied as shown: <ul style="list-style-type: none"> 4.5.1 between £3,001 & £5,000 - at least two persons 4.5.2 between £5,001 & £8,000 - at least three persons 4.5.3 between £8,001 & £12,000 - at least four persons 4.5.4 more than £12,000 - as stated in the Schedule and are carried in a private motor vehicle where the distance exceeds half a mile. |
| Security Company | 4.6 | When Money is in the custody of a security company you will comply with your contract with them. We agree your contract with the security company shown on the Schedule. |

5. AMOUNT PAYABLE

We will pay for Money lost in circumstances that are not excluded up to the limits specified on the Schedule for this Section.

6. ASSAULT EXTENSION

Definitions

- | | | |
|----------------|-----|---|
| BODILY INJURY | | Death or physical disablement including mental or nervous shock. |
| INSURED PERIL | | Actual or attempted robbery or theft. |
| INSURED PERSON | | You or any of your directors, club officials, members or employees or any other person under the age of 65 years to whom you have entrusted Money. |
| Cover | 6.1 | We will cover you for Bodily Injury to Insured Persons as a result of an Insured Peril which arises in the course of the Business and which causes an Insured Event shown in the Table of Benefits below: |
| Amount payable | 6.2 | We will pay in respect of death, loss or disablement of the Insured Person the amount of Benefits shown in the Table of Benefits below multiplied by the number of units shown on the Schedule to this Section. |

TABLE OF BENEFITS

<u>INSURED EVENT</u>	<u>ONE UNIT OF BENEFIT</u>
1. Death	£5,000
2. Total and permanent loss or loss of use of one or more limbs, hands or feet	£5,000
3. Total and permanent loss of sight of one or both eyes	£5,000
4. Total and permanent loss of hearing or speech	£5,000
5. Permanent total inability to attend to any occupation	£5,000
6. Temporary total inability to attend to the usual occupation - per week	£50

Limit on Amount Payable	6.3	6.3.1	We will not pay any Benefit under Insured Events 1,2,3,4 and 6 unless death, loss or disablement occurs within twelve calendar months of the date of the Insured Peril.
		6.3.2	We will not pay a claim under Insured Event 5 until payment has continued under Insured Event 6 for a total of 104 weeks, unless we are satisfied that permanent and total disability from engaging in or giving attention to any occupation will continue thereafter for the remainder of the Insured Person's life. Once payment is made under Event 5, no further payment will be made under Insured Event 6.
		6.3.3	If the same Insured Peril causes more than one Insured Event we will only pay for the most serious Event.
		6.3.4	We will not pay Benefit to an Insured Person under Insured Event 6 for more than 104 weeks from the date of the inability.
		6.3.5	We will stop paying Benefit under Insured Event 6 as soon as the Insured Person resumes his or her usual occupation.

7. SPECIAL CONDITIONS

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

SECTION 3(C) - LOSS OF LICENCE

1. COVER

We will cover you for:

- 1.1 forfeiture of your Licence;
- 1.2 refusal by the Licensing Justices or other authority to renew your Licence.

2. EXCLUSIONS

We do not cover forfeiture or refusal of renewal of your Licence if:

- 2.1 you are entitled to receive compensation under any Act of Parliament in respect of the refusal to renew the Licence;
- 2.2 the forfeiture or refusal is occasioned wholly or partly by or through:
 - 2.2.1 misconduct, procurement, connivance, neglect or omission; or
 - 2.2.2 the failure to take any step necessary for keeping the Licence in force
 by you or by any person for whom you are responsible or by a responsible person under the Licence;
- 2.3 the Premises are required for any public reason or if surrender or refusal to renew or forfeiture arises directly or indirectly from any scheme of town or country planning, improvement or re-development;
- 2.4 there is any alteration of the Law affecting the grant, surrender, refusal to renew or forfeiture of Licence;
- 2.5 you make any alterations to the Premises which require the consent of the Licensing Justices or other necessary authority without first obtaining approval;
- 2.6 2.6.1 the Premises:

- 2.6.1.1 are closed for any period not required by Law; or
 - 2.6.1.2 are not maintained in a satisfactory state of repair and sanitary condition; or
 - 2.6.2 any direction or requirement of the Licensing Justices or other authority is not complied with;
- unless you prove to our reasonable satisfaction that such matter was beyond your power or control.

3. AMOUNT PAYABLE

If you suffer forfeiture or are refused renewal of your Licence, we will pay to you:

- 3.1 the sum by which the Gross Revenue during the Indemnity Period shall in consequence of the loss of Licence fall short of the Standard Gross Revenue; and
- 3.2 those costs and expenses incurred by you with our written consent in connection with an appeal against forfeiture or refusal to renew.

The Limit of our Liability will not exceed the Sum Insured by this Section, as stated on the Schedule.

4. CONDITIONS PRECEDENT

It is a **Condition Precedent** to our liability that, if you become aware of any:

- 4.1 complaint against the Premises or its control;
- 4.2 proceedings against or conviction of the Licence holder, manager, tenant or occupier of the Premises for any breach of the Licensing Legislation or any matter at all by which the character or the reputation of the person concerned is affected or called into question with respect to their honesty, moral standing or sobriety;
- 4.3 change in the tenancy or management of the Premises;
- 4.4 transfer or proposed transfer of the Licence;
- 4.5 alteration in the purpose for which the Premises are used;
- 4.6 objection to renewal or other circumstances which may endanger the Licence or its renewal;

you will give to us as soon as possible written notice and supply such additional information and give such assistance as we may reasonably require.

SECTION 4 – LIABILITIES

DEFINITIONS

ABUSE

Abuse shall mean:

- 1 acts of hurting or injuring mentally or physically by maltreatment or ill-use;
- 2 acts of forcing sexual activity rape or molestation; or
- 3 repeated or continuing contemptuous coarse or insulting words or behaviours

BUSINESS

In addition to the General Definition of "Business" in the Policy the definition of Business for this Section only will include:

- 1. the ownership and maintenance of Premises which are also occupied by you in the course of the Business;
- 2. the upkeep of Vessels, vehicles, equipment and plant which are owned and used by you;
- 3. private work carried out by an Employee for you or any director, or club official for which you consent;
- 4. participation in exhibitions within the Geographical Limits.

EMPLOYEE

Employee includes:

- 1. a person under a contract of service or apprenticeship with you;
- 2. a person borrowed by or hired to you;
- 3. a labour master or person supplied by him;
- 4. a labour only sub-contractor or any person supplied by him;
- 5. a self employed person working for you and under your direction;
- 6. a person participating in any Government or otherwise authorised work experience training, study, exchange or similar scheme;

	7.	a voluntary helper;
		while working for you in connection with the Business.
	8.	An outworker or home-worker when engaged in work on your behalf.
INJURY		Bodily injury to the person including death, illness, disease or nervous shock
INSURED		In addition to the General Definition of "Insured" in the Policy, the definition of Insured will include for this Section:
	1.	any person for whom you are carrying out a contract away from the Premises but only to the extent required by such contract;
	2.	at your written request:
	2.1	any director, partner or Employee in respect of liability for which you would have been entitled to claim under this insurance if the claim had been made against you;
	2.2	any officer or member of your catering, social, sports or welfare organisations, first aid, fire or ambulance services in their capacity as such;
	2.3	any director, or club official for whom with your consent an Employee is undertaking private work;
	2.4	those who hire plant to you to the extent required by the hiring conditions.
	3.	in the event of your death any personal representative in respect of liability incurred by you.
LEGAL COSTS		Legal Costs means:
	1.	legal costs and expenses ordered as payable by you to any claimant by a Court of Competent Jurisdiction in the Geographical Limits and all costs and expenses incurred with our written consent;
	2.	your legal fees and expenses or of an Insured incurred with our prior written consent and any prosecution costs awarded against such person in respect of:
	2.1	the defence of any criminal proceedings brought against an Insured for an offence occurring during the Period of Insurance under the Health and Safety at Work etc. Act 1974 (The Act) and similar safety legislation arising from the Business; and
	2.2	an appeal against a conviction arising from such proceedings; provided that we will not be liable for the payment of fines or penalties.
OFFSHORE		From the time of embarkation by an Employee on to a conveyance at the point of final departure to an offshore rig or offshore platform until disembarkation by that Employee from a conveyance on to land upon return from an offshore rig or offshore platform.
PRODUCTS		All Products pertaining to your Business including materials, parts, components, accessories, containers, packaging and labels of the products which you have sold, supplied, stored, handled, constructed, repaired, altered, treated or transported or on which work has been carried out by you or on your behalf.
SOLICITORS' FEES		The Fees incurred with our written consent for representation of an Insured at any coroner's inquest or fatal accident inquiry arising from any death or proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of a statutory duty resulting in Injury or loss of or damage to property which may be the subject of a claim under this Section of the Policy.

SECTION 4(A) - EMPLOYERS LIABILITY

1. COVER

Subject to the Warranties and other Terms of the Policy, we will cover an Insured in respect of legal liability for Injury sustained by any Employee arising out of and in the course of their employment by you in the Business and during the Period of Insurance occurring:

- 1.1 within the Geographical Limits;
- 1.2 elsewhere in the world in respect of Employees normally resident in and travelling from the Geographical Limits;
- 1.3 within the Cruising Area stated on the Schedule to crew of vessels having a permanent place of residence within the Geographical Limits but the number of Employees or crew on any one vessel whilst such vessel is underway shall be limited to six.

2. AMOUNT PAYABLE

We will pay to you:

- 2.1 the amount of Compensation that is found by a competent Court or Tribunal within the Geographical Limits as due to an Employee(s) or as may be agreed by us in writing to be due to an Employee(s); and
- 2.2 Legal Costs and Solicitors Fees;

up to the Limit of our Liability shown on the Schedule to this Section in respect of any one claim or series of claims against all of the Insureds arising out of any one event

The Limit of our Liability in respect of any one claim or series of claims against you arising out of any one event directly or indirectly occasioned by or happening through Terrorism is restricted to £5,000,000.

3. COMPULSORY LEGISLATION

The Indemnity granted by this Section of the Policy is agreed and declared and deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to Employees within the Geographical Limits but you will repay to us all sums paid by us which we would not have been liable to pay but for the provisions of such law.

4. EXCLUSIONS

- 4.1 We do not cover Injury arising:
- 4.1.1 while any Employee is working Offshore or is engaged in sub-aqua work; or
 - 4.1.2 while any Employee is:
 - 4.1.2.1 carried in or upon a vehicle; or
 - 4.1.2.2 entering or getting on to or alighting from a vehiclein circumstances where any road traffic legislation requires insurance or security.
- 4.2 We will not be liable for any amount payable under workman's compensation, social security or health insurance legislation for an Employee outside the Geographical Limits.
- 4.3 We do not cover Injury arising out of mining, processing, manufacturing, removing, disposing of, distributing or storing of asbestos or products made entirely or mainly of asbestos.
- This Exclusion will not apply if in respect of such removal or disposal of asbestos or products made entirely or mainly of asbestos:
- 4.3.1 such activity does not form part of your usual Business or contract; and
 - 4.3.2 the discovery of asbestos by you is unintentional and accidental and that upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops; and
 - 4.3.3 an HSE licensed asbestos removal contractor is employed as soon as practicable to make safe the area in which the discovery is made and who has Employer's and Public Liability insurance in force for limits no less than those stated on the Schedule of this policy and that such work is not excluded by the contractor's own Employer's and Public Liability policy.
- 4.4 We do not cover Injury arising while any Employee is working on or in a Vessel that is more than 100 feet in length or £1,000,000 in value.

5. SPECIAL CONDITION

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

6. COVER EXTENSION – UNSATISFIED COURT JUDGEMENTS.

Where a judgement for Compensation has been obtained by any Employee or the legal personal representatives of any Employee:

- 6.1 in respect of Injury sustained by the Employee arising out of and in the course of employment by the Insured in the Business, and
- 6.2 against any company or individual operating from or resident in premises within the Geographical Limits in any court situate in the Geographical Limits;

And such judgement remains unsatisfied in whole or in part six months after the date of judgement, then at the request of the Insured we will pay to the Employee (or the said personal representatives) the amount of any such Compensation to the extent that it remains unsatisfied.

It is a condition of any payment being made by us under this Extension that:

- 6.3 there is no appeal outstanding;
- 6.4 if any payment is made by us, the Employee or the said personal representatives shall assign the judgement to us;
- 6.5 this Section 4A is operative at the time that such Injury is caused; and
- 6.6 the Limit of our Liability for Compensation shall not exceed the amount stated as the Limit of Indemnity in the Schedule to this Section

SECTION 4(B) - PUBLIC LIABILITY

1. COVER

Subject to the Warranties and other Terms of the Policy, we will cover you in respect of your legal liability to third parties for:

- 1.1 Injury to any person;
- 1.2 loss of or damage to any material property including:
 - 1.2.1 of or to craft:
 - 1.2.1.1 while on your moorings or through breaking away or dragging from your moorings;
 - 1.2.1.2 while shifting, berthing, slipping, hauling up, shoring, laid up ashore, launching, floating on grid and refloating;
 - 1.2.1.3 through the negligent placing of starting guns, marker buoys or incorrect signals;
 - 1.2.1.4 resulting from tuition, instruction or training provided by you;
- 1.3 trespass, nuisance, obstruction or interference with any right of way, light, air or water easement resulting in financial loss;
- 1.4 wrongful arrest, detention, imprisonment or eviction of any person or wrongful accusation of shop lifting;

arising out of and in connection with the Business and during the Period of Insurance happening:

- 1.5 within the Geographical Limits; or
- 1.6 within member countries of the European Union where you or your Employees are temporarily engaged in the Business; or
- 1.7 elsewhere in the world in connection with commercial visits by you or your non-manual Employees normally resident in and travelling from the Geographical Limits; or
- 1.8 anywhere in the world in respect of Products except for excluded countries.

2. COVER EXTENSIONS

2.1 DEFECTIVE PREMISES ACT 1972

- 2.1.1 We agree that we will indemnify you against liability arising from defective work carried out by you or on your behalf to any premises owned by you within the Geographical Limits which you disposed of prior to the occurrence of the Injury or damage to property giving rise to liability.
- 2.1.2 We will not be liable for:
 - 2.1.2.1 any liability covered under any other policy of insurance;
 - 2.1.2.2 Injury, loss or damage happening prior to you disposing of the premises;
 - 2.1.2.3 the cost of repairing, replacing or reinstating any defect giving rise to such claim.

2.2 DATA PROTECTION ACT

- 2.2.1 We will cover your legal liability to pay damages and claimant's costs and expenses for damage or distress as described in Part II Section 13 of the Data Protection Act 1998 provided that you are registered in accordance with the terms of the Act or you have applied for such registration which has not been refused or withdrawn and you have taken all reasonable care to comply with the requirements of the Act
- 2.2.2 We do not cover liability arising from or in respect of:
 - 2.2.2.1 the provision by you of the services of a computer;
 - 2.2.2.2 the recording or provision of data in respect of the financial status of any person;
 - 2.2.2.3 your deliberate act or omission;
 - 2.2.2.4 fines or penalties
- 2.2.3 The Limit of our Liability under this extension of cover including all Legal Costs and Solicitors Fees will be a maximum of £50,000 (Fifty thousand pounds sterling) during anyone Period of Insurance.

2.3 CONSUMER PROTECTION ACT AND FOOD SAFETY ACT

- 2.3.1 We cover an Insured and any Employee for Legal Costs incurred with our prior written consent:
 - 2.3.1.1 in the defence of any criminal proceedings brought; or
 - 2.3.1.2 in mounting an appeal against conviction arising from such proceedings

in respect of a breach of:

- 2.3.1.3 Part 2 of the Consumer Protection Act 1987; or
- 2.3.1.4 Part 2 of the Food Safety Act 1990; or
- 2.3.1.5 Part 2 of the Food Safety (Northern Ireland) Order 1991

if the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of the Business.

- 2.3.2 We do not cover:
 - 2.3.2.1 fines or penalties;
 - 2.3.2.2 any liability insured under any other insurance;
 - 2.3.2.3 proceedings brought because of your deliberate act or omission;
 - 2.3.2.4 Legal Costs in respect of an activity or risk not covered by the Policy.

2.4 LEASED OR RENTED PREMISES

- 2.4.1 We will cover your liability arising from physical loss of or material damage to Premises including landlord's contents, fixtures and fittings, leased or rented (but not owned) by you in the course of the Business.
- 2.4.2 We do not cover:
 - 2.4.2.1 liability that arises solely under the terms of a lease or rental agreement;
 - 2.4.2.2 the first £250 of loss or damage caused other than by fire or explosion;
 - 2.4.2.3 loss or damage resulting from any event which a tenancy or other agreement stipulates that you, as tenant will insure against.

2.6 MEMBER TO MEMBER LIABILITY

- 2.6.1 Where applicable and solely for the purposes of this Section of the Policy, the Insured stated in the Schedule shall include:
 - 2.6.1.1 The Committee, Officers and Members for the time being.As a consequence we will indemnify each party as though a separate policy had been issued to each of them
- 2.6.2 Provided that:
 - 2.6.2.1 each party indemnified observes, fulfils and is subject to the Terms, Limitations and Conditions of this Policy; and
 - 2.6.2.2 our total combined liability to all persons will not exceed the Limit of our Liability stated on the Schedule.

2.7 CPA CONDITIONS

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

2.8 CAR PARK AND CLOAKROOM LIABILITY

- 2.8.1 Where vehicles or personal effects of persons other than the Insured are held in trust by or in the custody or control of the Insured, we will cover the Insured against legal liability in respect of loss of or damage to such Property provided that:
 - 2.8.1.1 the Property is not being stored by the Insured for a fee or other consideration; and
 - 2.8.1.2 the Property is not held in trust by or in the custody or control of the Insured for the purposes of work being carried out on the Property.

3. EXCLUSIONS

We do not cover liability of an Insured arising from:

- 3.1 Injury sustained by an Employee and arising out of and in the course of employment or engagement by an Insured;
- 3.2 physical loss of or material damage to property belonging to, leased or hired in by an Insured or any Employee other than:
 - 3.2.1 personal effects (including vehicles) of directors, club officials, Members, visitors and Employees; and
 - 3.2.2 premises leased or rented to you;
- 3.3 libel or slander;

- 3.4 infringement of plans, copyright patents, trade names, trademarks or registered designs;
- 3.5 your own deliberate act or omission or, on the instructions of an Insured, of an Employee whilst engaged in supervisory duties unless caused by the wilful misconduct of an Employee;
- 3.6 the use or navigation of any craft whether privately owned or in the ownership of the club except in the case of:
 - 3.6.1 persons being ferried to or from their vessels;
 - 3.6.2 activities described in paragraph 1.2.1.2
 - 3.6.3 liability resulting from tuition, instruction or training provided on your behalf by Royal Yachting Association approved and qualified instructors;
- 3.7 abuse
- 3.8 the provision of medical or other bodily treatment other than first aid or ambulance services;
- 3.9 the ownership, possession or use of any mechanically propelled vehicle or trailer attached to it which is required to be licensed for road use or which is required to be insured under the Road Traffic Act or similar legislation;

this exception does not apply to:

- 3.9.1 mechanical plant working as a tool of trade on any site where you are working or at your Premises;
- 3.9.2 the loading or unloading of any mechanically propelled vehicle or trailer unless Indemnity is granted by any other Insurance;
- 3.9.3 the use in connection with the Business of any motor vehicle which is not owned, provided or being driven by you. We do not cover:
 - 3.9.3.1 loss of or damage to any such vehicle;
 - 3.9.3.2 liability which is insured or would be insured, but for the existence of this Section, under any other policy or policies.
- 3.10 the use of plant and equipment for which Statutory Inspections are required under the Provision and Use of Work Equipment Regulations 1998 (PUWER), the Lifting Operations and Lifting Equipment Regulations 1998 (LOLER) or similar legislation, unless the necessary inspections have been carried out and the relevant certificates issued and copies supplied to us if we so request;
- 3.11 loss of or damage to:
 - 3.11.1 any vessel, vessel under construction or vessel in course of assembly, which is owned, leased, hired, managed or rented to you, or which is the subject of a brokerage agreement to which you are a contracted party;
 - 3.11.2 that part of any property upon which you have been working where the loss or damage is the result of such work;
- 3.12 any surveys, condition reports, inspections or valuations on vessels;
- 3.13 any salvage operation;
- 3.14 shifting or towing any vessel:
 - 3.14.1 outside a radius of five miles from the Premises (or outside the limits of any Port, River or Harbour Authority on which the Premises are situated); or
 - 3.14.2 outside of a radius of ten miles from the place where Employees might be working away from the premises but the limit does not apply to non-tidal inland waters and upstream of the Thames Flood Barrier;
- 3.15 towing by any vessel of any thing (other than another vessel) or person;
- 3.16 waste materials, irritants, contaminants or pollutants, unless caused by a sudden identifiable unintended and unexpected event on the Premises which takes place in its entirety at a specific time and place during the Period of Insurance;
- 3.17 removing, disposing of, distributing or storing of asbestos or products made entirely or mainly of asbestos.

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

- 3.17.1 the discovery of asbestos by you is unintentional and accidental and that upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops; and
- 3.17.2 an HSE licensed asbestos removal contractor is employed as soon as is practicable to make safe the area in which the discovery is made and who has Employer's and Public Liability insurance in force for limits no less than those stated on the Schedule of this Policy and that such work is not excluded by the contractor's own Employer's and Public Liability policy;
- 3.18 theft or attempted theft of
 - 3.18.1 any trailer or craft thereon left in your care or custody unless either:
 - 3.18.1.1 secured in a lock-fast building; or

- 3.18.1.2 the trailer is immobilized by a proprietary Wheelclamp
- 3.18.2 outboard motors unless either:
 - 3.18.2.1 from a locked place of storage; or
 - 3.18.2.2 securely locked to the insured Vessel by an Anti-Theft Device in addition to its normal method of attachment.

We will not indemnify you for:

- 3.19 the costs of:
 - 3.19.1 replacing or repairing faulty goods or materials sold by you or on your behalf; or
 - 3.19.2 recalling Products for inspection following discovery of fault or faults in Products;
- 3.20 liability assumed by agreement except under indemnities, agreements or contracts given or made for the purpose of enabling you to carry on the Business if we have been notified of such indemnities, agreements and contracts and we have noted them on the Schedule;
- 3.21 liability arising out of products exported to or used in the United States of America or Canada,
- 3.22 liability arising out of or in connection with a sale of a Product, if an action for damages is brought against you in any court outside the Geographical Limits.
- 3.23 liability which is insured by or would be insured, but for the existence of this Section of the policy, by Section 2 of this Policy or any marine policy or policies

4.AMOUNT PAYABLE

We will pay the following:

- 4.1 the amount of Compensation
 - 4.1.1 that is found by a competent Court to be due to a third party; or
 - 4.1.2 as may be agreed by us in writing;
 up to the Limit of our Liability shown on the Schedule; and
- 4.2 your Legal Costs and Solicitors' Fees.
- 4.3 We will not be liable for the payment of:
 - 4.3.1 fines or penalties;
 - 4.3.2 exemplary or punitive damages;
 - 4.3.3 Solicitors' Fees in respect of an activity or risk not covered by this Policy;
 - 4.3.4 the amount of any Excess included on the Schedule to this Section of the Policy.

5. WARRANTIES

You warrant to us that:

- Moorings 5.1 at least once a year you will examine all moorings and undertake all necessary repairs or replacements that may be necessary;
- Lifting and Pressure Plant 5.2 if you use lifting plant or pressure vessels in the Business you will have the lifting plant or pressure vessel inspected in accordance with statute;
- Buoyancy Aids 5.3 buoyancy aids will be made available at all times to all students under tuition:
- Safety Vessels 5.4 adequate, appropriate and properly equipped safety vessels will be in attendance at all races or regattas for which you are responsible

6. CESSATION OF COVER

- Defective Plant 6.1 If we or our Surveyor or a Surveyor appointed by us considers that cranes, lifting equipment, winches, slipways or moorings are defective, insecure or of insufficient strength for the purpose for which they are used, we may give you written notice of that finding. In this event the insurance granted under the Policy will lapse in so far as any loss or damage resulting from defective plant may occur and the Policy will only re-attach when the recommendations of the Surveyor are carried out.
- Defective Premises 6.2 We may, at any time, by ourselves or through a duly authorised representative examine the Premises and you will be bound to give the representative every facility for so doing. In the event that the representative finds or reports any defect we will notify you in writing and we will give you a specified time in which to remedy the defect. If you fail to do so within the time specified, we will not cover you for liability in respect of any occurrence arising from it.

7. CONDITIONS PRECEDENT

Car Parks	7.1	It is a Condition Precedent to our liability that you will, at all times, display in a prominent position and at the entry to any car park, a notice containing the following words: <i>"Vehicles, their accessories and contents are left at the owner's risk and the Proprietors will not be responsible for loss of or damage to them from any cause whatsoever."</i>
Sail Training	7.2	It is a Condition Precedent to our liability that the following disclaimer is shown on all necessary documents issued by the Insured other than Certificates: <i>"Sailing Instructors and Coaches undertaking instruction authorised by this Club do not accept responsibility for any loss, damage or injury suffered by persons and/or their property arising out of or during the course of their activities whilst training or coaching or instructing unless such loss, damage or injury was caused by or resulted from negligence or deliberate act."</i>
Children and Vulnerable Adults	7.3	It is a Condition Precedent to our liability that all people engaged who will have contact with minors and Vulnerable Adults must be checked by and registered with the Disclosure and Barring Service (DBS).

8. SPECIAL CONDITIONS

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

GENERAL EXTENSIONS TO SECTIONS 4A AND 4B

- 1 HEALTH AND SAFETY AT WORK ACT ETC AND CORPORATE MANSLAUGHTER
- 1.1 We will cover an Insured in respect of Legal Costs incurred with our written consent awarded against such person in respect of the defence of any criminal proceedings brought against an Insured occurring during the Period of Insurance in the course of the Business under:
- 1.1.1 the Health and Safety at Work etc Act 1974; or
 - 1.1.2 the Health and Safety at Work (Northern Ireland) Order 1978; or
 - 1.1.3 The Corporate Manslaughter and Corporate Homicide Act 2007
- and an appeal against a conviction arising from such proceedings.
- 1.2 We do not cover:
- 1.2.1 the payment of fines and penalties or prosecution costs imposed as a consequence of such prosecution;
 - 1.2.2 any circumstance for which indemnity is provided by any other insurance;
 - 1.2.3 proceedings consequent upon a deliberate act or omission of any Insured under this Section Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission;
 - 1.2.4 proceedings which arise out of any activity or risk excluded from this Policy
- 1.3 The Limit of our Liability under this Extension in respect of all such Legal Costs and Solicitors Fees will be a maximum of £1,000,000 (one million pounds sterling) each and every occurrence of proceedings whether relating to one or more alleged offences.
- 2 COURT ATTENDANCE COSTS
- In the event of any of the under-mentioned persons attending court as a witness at our request in connection with a claim for which an Insured is entitled to indemnity under this Policy, we will provide recompense at the following rates per day for each day on which attendance is required:
- 2.1 £250 for the Insured or any directors or club officials of the Insured;
 - 2.2 £100 for any Employee.

ADDITIONAL WORDINGS, CONDITIONS, CLAUSES, ENDORSEMENTS, WARRANTIES AND EXCLUSIONS APPLICABLE TO SECTIONS 1, 3 and 4 OF THIS INSURANCE

WAR AND CIVIL WAR EXCLUSION CLAUSE

(Approved by Lloyd's Underwriters' Non-Marine Association)

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

1/1/38
NMA464

RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE

(Approved by Lloyd's Underwriters' Non-Marine Association)

This Policy does not cover

- (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from

- (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

4/4/68
NMA1622

**UK MILLENNIUM ENDORSEMENT
COMMERCIAL NAMED PERILS**

This Insurance does not cover any physical loss or damage or any consequential loss directly or indirectly caused by or consisting of or arising from the failure of any computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether the property of the Insured or not, and whether occurring before, during or after the year 2000,

- (i) correctly to recognise any date as its true calendar date
- (ii) to capture, save or retain and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- (iii) to capture, save, retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data on or after any date

but this shall not exclude:

- (a) any ensuing physical loss or damage to property insured;
 - (i) resulting from a peril insured under this Insurance and
 - (ii) which is not otherwise excluded;

or

- (b) any consequential loss, as covered under this Insurance, which may arise from such ensuing physical loss or damage.

Provided that nothing in this endorsement or any other provision or extension of this Insurance shall be construed to extend the liability of the Insurers to cover any costs and expenses, whether preventative, remedial or otherwise arising out of or relating to change, alteration or modification of any computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether the property of the Insured or not.

6/5/98
NMA2803

UK MILLENNIUM ENDORSEMENT COMMERCIAL ALL RISKS

This Insurance does not cover any physical loss or damage or any consequential loss directly or indirectly caused by or consisting of or arising from the failure of any computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether the property of the Insured or not, and whether occurring before, during or after the year 2000,

- (i) correctly to recognise any date as its true calendar date
- (ii) to capture, save or retain and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- (iii) to capture, save, retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data on or after any date

but this shall not exclude:

- (a) any ensuing physical loss or damage to property insured;
 - (i) resulting from a listed peril, set out below, as covered under this Insurance but no other for the purposes of this endorsement, and
 - (ii) which is not otherwise excluded;

Or

- (b) any consequential loss, as covered under this Insurance, which may arise from such ensuing physical loss or damage.

LISTED PERILS

1. Fire and/or Lightning
2. Explosion
3. Aircraft or other aerial devices or articles dropped therefrom
4. Impact by road vehicles or animals
5. Riot or civil commotion
6. Strikers, locked-out workers, or persons taking part in labour disturbances
7. Malicious persons
8. Earthquake
9. Storm
10. Flood
11. Escape of water from any tank apparatus or pipe
12. Theft

If specific perils are defined in this Insurance the listed perils shall be deemed to be amended to follow this Insurance but **in no event shall it include Accidental Damage or the equivalent coverage provided by this Insurance.** If any of the above listed perils are specifically excluded by this Insurance they shall be deemed to be deleted from this list.

Provided that nothing in this endorsement or any other provision or extension of this Insurance shall be construed to extend the liability of the Insurers to cover any costs and expenses, whether preventative, remedial or otherwise arising out of or relating to change, alteration or modification of any computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether the property of the Insured or not.

6/5/98
NMA2804

ELECTRONIC DATA ENDORSEMENT B

1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

- (a) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

- (b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils

Fire
Explosion

2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

25/01/01
NMA2915

BIOLOGICAL AND CHEMICAL CONTAMINATION EXCLUSION

We will not pay for

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss;
2. Any legal liability of whatsoever nature;
3. Death or injury to any person;

Directly or indirectly caused by or contributed to by or arising from Biological or Chemical contamination due to or arising from;

- Terrorism; and/or
- Steps taken to prevent, suppress, control or reduce the consequences of any actual attempted, threatened, suspected or perceived terrorism.

For the purposes of this exclusion "terrorism" means any act(s) of any person(s) or organisation(s) involving:

- The causing, occasioning or threatening of harm of whatever nature and by whatever means;

- Putting the public or any section of the public in fear;

In circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

03/02
LSW1178

TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to 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.

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

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

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

08/10/01
NMA2920

NORTHERN IRELAND OVERRIDING EXCLUSION APPLICABLE TO INSURANCES RELATING TO PROPERTY IN NORTHERN IRELAND OTHER THAN PRIVATE DWELLINGS

Notwithstanding anything in this Policy or in any extensions thereof, it is hereby declared and agreed that as an exclusion overriding all other terms (including the nature and terms of perils insured against) this Policy does not cover loss or destruction of or damage to any property in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence of:

- (i) civil commotion
- (ii) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association.

Note - "Unlawful association" means any organisation which is engaged in terrorism and includes an organisation which at any relevant time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973.

"Terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

In any action, suit or other proceedings where the Underwriters allege that by reason of the provisions of this endorsement any loss, destruction or damage is not covered by this Policy the burden of proving that such loss, destruction or damage is covered shall be upon the Assured.

This overriding exclusion applies to this Policy and to any extensions thereof, whether such extensions be issued before or after this overriding exclusion except only if an extension be issued hereafter which expressly cancels this overriding exclusion.

10/11/77
NMA1930

ASBESTOS ENDORSEMENT

- A. This Insurance only insures asbestos physically incorporated in an insured building or structure, and then only provides indemnity in respect of that part of the asbestos which has been physically damaged during the period of insurance by one of these Listed Perils:

Fire, Lightning, Explosion, Aircraft, Riot or Civil Commotion, Earthquake, Subterranean Fire, Storm or Flood, Escape of Water, Impact, Sprinkler Leakage, Subsidence.

This coverage is subject to all limitations in the policy to which this endorsement is attached and in addition to each of the following specific limitations:

1. The said building or structure must be insured under this Insurance for damage by a Listed Peril.
2. The Listed Peril must be the immediate sole cause of the damage to the asbestos.
3. The Assured must report to the Underwriters the existence and cost of the damage as soon as practicable after the Listed Peril first damaged the asbestos. However this Insurance does not insure any such damage first reported to the Underwriters more than 12 (twelve) months after the expiration, or termination, of the period of insurance.

4. This Insurance shall provide no cover (whether for physical damage, business interruption, delay of repair or other consequential loss) in respect of:
- (i) wear and tear or inherent defect, quality or vice in or of any asbestos;
 - (ii) any compliance with or breach of any legal or other duty or obligation (including without limitation any duty arising from any contract or statute, or any instruction, request or order of any court or governmental or regulatory authority) of any person in connection with the design, manufacture, installation, use, retention, treatment, management, repair, replacement or removal of any asbestos (damaged or otherwise); or
 - (iii) any asbestos which the Listed Peril has not physically damaged.

B. Except as set forth in the foregoing Part A of this endorsement, this Insurance does not insure asbestos or any interest relating thereto.

LMA5011 22/11/04

Form approved by Lloyd's Market Association

CLAUSES APPLICABLE TO ALL SECTIONS OF THE POLICY

SEVERAL LIABILITY NOTICE/CLAUSE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

LSW1001

SANCTION LIMITATION AND EXCLUSION CLAUSE

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

JH2010/009

ADDITIONAL WORDINGS, CONDITIONS, CLAUSES, ENDORSEMENTS, WARRANTIES AND EXCLUSIONS APPLICABLE TO SECTION 2 OF THIS INSURANCE

Navigation Limitations for Hull War, Strikes, Terrorism and Related Perils Endorsement (JW2005/001A)

1. NAVIGATION PROVISIONS

Unless and to the extent otherwise agreed by the Underwriters in accordance with Clause 2, the vessel or craft insured hereunder shall not enter sail for or deviate towards the territorial waters of any of the Countries or places, or any other waters described in the current List of Areas of Perceived Enhanced Risk (listed areas) as may be published from time to time in London by the Joint War Committee.

2. BREACH OF NAVIGATION PROVISIONS

- (a) If the Insured wishes to secure continuation of coverage under this insurance for a voyage which would otherwise breach Clause 1, it shall give notice to Underwriters and shall only undertake such voyage if it agrees with the Underwriters any amended terms of cover and any additional premium which may be required by the Underwriters
- (b) In the event of any breach of any of the provisions of Clause 1, the Underwriters shall not be liable for any loss, damage, liability or expense arising out of or resulting from an accident or occurrence otherwise covered under this insurance during the period of breach, unless notice of such breach is given to the Underwriters as soon as practicable and any amended terms of cover and any additional premium required by them are agreed.
- (c) The absence of prior notice shall not affect the cover under this insurance but it is a condition of this insurance that the Insured is bound to declare to the Underwriters all breaches of the provisions of Clause 1.
- (d) If Clause 2(c) is deleted, continuation of coverage under this insurance is conditional upon notice to the Underwriters being given prior to the vessel or craft entering the listed areas.

3. REVISIONS TO LIST OF AREAS OF PERCEIVED ENHANCED RISK

- (a) In the event that revisions to the List of Areas of Perceived Enhanced Risk are published by the Joint War Committee, these revisions shall not take effect for the purposes of Clause 1 and Clause 2 hereof unless the Underwriters shall have given 7 days notice of cancellation to the Insured for amendment of the listed areas.
- (b) If a vessel or craft remains in the territorial waters of a Country or place after such Country or place has been added to the listed areas under Clause 3(a), the Underwriters shall not be liable for any loss, damage, liability or expense arising out of or resulting from an accident or occurrence otherwise covered under this insurance after expiry of that 7 day period unless notice is given to the Underwriters before the end of that 7 day period and any amended terms of cover and any additional premium required by them are agreed before the expiry of this period.

JW2005/001A

20 June 2005

**Hull War, Strikes, Terrorism and Related Perils
Notice of Cancellation Administration Clause (JW2005/001B)**

Where Underwriters wish to give notice of cancellation (herein "Notice") in accordance with the terms of the insurance (to which this clause is attached) for the purpose of amending the terms conditions warranties and/or rates, it is agreed as follows:

- 1 The Notice shall be given by the Leading Underwriter only (on behalf of all Underwriters subscribing to this insurance).
- 2 The Notice shall identify the policy (by number / Unique Market Reference [UMR], principal Assured, and Interest insured) to which the Notice applies.
- 3 Where the Notice is given through the broker, the Notice shall be deferred by three working days to enable the broker to transmit the Notice to the Assured(s), mortgagee(s) and other parties to whom the broker has an obligation to transmit the Notice.
- 4 If the Notice is given for the purpose of amending the listed areas applicable under the Navigation Limitations for War, Strikes, Terrorism and Related Perils (herein "War Risks"):
 - 4.1 where the insurance covers both (a) War Risks and (b) marine and/or other non-war risks, the Notice shall only apply to the cover for War Risks;
 - 4.2 the insurances will be considered as automatically reinstated upon expiry of the Notice, subject to the said listed areas being amended in line with the changes outlined in the Notice;
 - 4.3 in the absence of notice in writing having been received from the Assured prior to the expiry of the Notice,
 - (i) the Assured shall be deemed to have agreed to such amendment of the said listed areas,
 - (ii) the insurance will be automatically reinstated upon expiry of the Notice subject to such amendment of the said listed areas, and
 - (iii) such amendment shall be deemed to have been endorsed upon and form part of the insurance;
 - 4.4 where the listed areas applying to this insurance prior to the Notice have been the subject of any deletion amendment limitation or restriction, such deletion amendment limitation or restriction
 - (a) shall continue to apply *mutatis mutandis* to the new listed areas, but
 - (b) shall not apply to any port(s) and/or place(s) and/or area added in consequence of the Notice;
 - 4.5 notwithstanding the foregoing, should the insurance already be subject to navigation limitations so limiting the area of trading that any port(s) and/or place(s) and/or area to be added in consequence of the Notice would not in any case have been a permitted port(s) of call or area of trading, the insurance shall not be subject to the Notice.
- 5 If this clause is endorsed upon any policy or contract of reinsurance, the terms "Assured" and "insurance" shall be deemed to be amended to read "Reassured" and "reinsurance" respectively.

**JW2005/001B
20 June 2005**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
 - 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

10/11/03
CL370

INSTITUTE CYBER ATTACK EXCLUSION CLAUSE

- 1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- 1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

10/11/03
CL380

JWC Hull War, Piracy, Terrorism and Related Perils Listed Areas (28th March 2012)
Africa
Benin
Eritrea, but only South of 15° N
Gulf of Guinea, but only the waters of the Beninese and Nigerian Exclusive Economic Zones north of Latitude 3° N
Libya
Nigeria
Somalia
Indian Ocean / Arabian Sea / Gulf of Aden / Gulf of Oman / Southern Red Sea
Waters as defined overleaf
Asia
Pakistan
Eastern Europe
Georgia
Indonesia / Malaysia / Philippines
The port of Balikpapan (SE Borneo) including waters out to 25 nautical miles
Borneo, but only the north east coast between the ports of Kudat and Tarakan inclusive
The port of Jakarta
Sulu Archipelago including Jolo, as defined overleaf
Sumatra (Sumatra), but only the north eastern coast between 5° 40' N and 0° 48' N, excluding transit
Middle East
Bahrain excluding transit
Iran
Iraq, including all Iraqi offshore oil terminals
Israel
Lebanon
Saudi Arabia excluding transit
Syria
Yemen
South America
Venezuela, including all offshore installations in the Venezuelan EEZ

Definitions:

Named Countries shall include their coastal waters up to 12 nautical miles offshore, unless specifically varied above.

Named Ports shall include all facilities/terminals within areas controlled by the relevant port authority/ies (or as may be more precisely defined by Insurers) including offshore terminals/facilities, and all waters within 12 nautical miles of such but not exceeding 12 nautical miles offshore unless specifically stated.

Sulu Archipelago

The area enclosed between:

- a) on the western side, a straight line between Tanjung Bidadari ($5^{\circ}49'6\text{N}$, $118^{\circ}21'0\text{E}$) to position $3^{\circ}32'0\text{N}$, $118^{\circ}57'0\text{E}$
- b) on the south eastern side, a straight line from there to position $5^{\circ}50'0\text{N}$, $122^{\circ}31'0\text{E}$, and thence northwards to position $7^{\circ}06'6\text{N}$, $122^{\circ}31'0\text{E}$
- c) on the northern side, a straight line from there to Batorampon Point Light ($7^{\circ}06'6\text{N}$, $121^{\circ}53'8\text{E}$)
- d) and on the north western side, a straight line from there back to Tanjung Bidadari.

Indian Ocean / Arabian Sea / Gulf of Aden / Gulf of Oman / Southern Red Sea

The waters enclosed by the following boundaries:

- a) On the north-west, by the Red Sea, south of Latitude 15° N
- b) on the west of the Gulf of Oman by Longitude 58° E
- c) on the east, Longitude 78° E
- d) and on the south, Latitude 12° S

excepting coastal waters of adjoining territories up to 12 nautical miles offshore unless otherwise provided.