



ABOUT OUR INSURANCE SERVICES

THE GJW NEPTUNE MARINE TRADE POLICY

POLICY SUMMARY

This is a brief summary of the Policy terms and conditions although the full cover is subject to warranties and other terms of the Policy, a specimen of which is available on request at the address shown below and is subject to any additional cover (endorsements) that may have been agreed. Whilst the key features are based on the standard terms and conditions they may be amended by agreement by us in writing and subject to payment of any additional premium.

This Policy is arranged through Groves John & Westrup Limited who together with the Watkins Syndicate at Lloyd's (who provide the insurance) and whose address is St Helens, 1 Undershaft, London EC38 8LE are members of the Munich Re Group who provide the capital.

Any correspondence in respect of your insurance should in the first place be directed towards your broker if you have one or to Groves John & Westrup Limited. If you wish to correspond with Groves John & Westrup Limited their address is:

Silkhouse Court, Tithebarn Street, Liverpool L2 2QW
 Telephone number 0151 473 8000
 Facsimile 0870 051 7968
 E.mail insure@gjwlttd.co.uk

Groves John & Westrup are supervised by the United Kingdom Financial Services Authority Firm member number 310496.

LAW	The law applicable to this contract is subject to agreement between us and unless we have agreed otherwise the law applying to the contract is as follows: 1. If you are applying for insurance protection in your capacity as a sole trader or as a company the law applicable to that part of the United Kingdom, Channel Islands or Isle of Man in which you have your principal place of business; or 2. if the above does not apply, the law of England and Wales.
PREMIUM	The premium is shown in the quotation letter. If you arranged your Policy through a broker and you do not pay by instalments, you are responsible to the broker for payment of premium and that broker is responsible to us for the amount of premium we charge you for insurance including all fees, taxes, charges and expenses as shown on the attached quotation letter. The Insurance Premium (Taxable Insurance Contracts) Order 1994 (SI1995/1698) Schedule 7A of the Finance Act 1994 makes underwriters responsible for insurance premium tax which will be collected at the current rate on premium paid by you. We will calculate this tax liability and you agree to pay all amounts due to us.
LANGUAGE	The Policy terms and conditions are only supplied in the English language and we will only communicate with you, unless we agree otherwise, in the English language.
JURISDICTION	Under Community Regulations unless we have agreed in writing and you have let out any vessel for hire or award or for commercial purposes or the claim relates to goods carried on any vessel (when you can only bring proceedings in England) you may at your option bring proceedings in England, or where you are domiciled and, if the Court procedure allows, in respect of liability where the harmful event occurs.
POLICY PERIOD	We insure you for a period of 12 months.
THE COVER	The Policy that we provide is a Combined Commercial Policy and, with the exception of engineering risk and legal expenses, is capable of insuring all your interests in your business including buildings, business property, financial loss in the event of damage to your buildings or property, employer's liability and public liability together with marine risk.
IMPORTANT POINTS	You should not include vessels, engines or trailers under Section 1. They should be insured under Section 4. Pontoons used in your business and not for sale should be insured under Section 1. In insuring your stock you are asked to carefully note the specified categories and allocate the stock sum insured appropriately. If there is no specified category you will have used one of the free spaces in the proposal form. It is essential that you insert a sum insured against each specified item of stock that you have because if you do not it will not be insured. In respect of machinery you are required to specify separate amounts for lifting tools and yard plant, hand tools and all other machinery. Gaming and vending machines should be specified separately

<p>SPECIAL CONDITIONS</p>	<p>Our policy includes a number of endorsements and as a result of your risk may be subject to specific warranties or endorsements details of which are given on the quotation letter. These are:</p> <p>time on risk stock condition; long term undertaking; other interested parties; first loss; forceful and violent entry; excluding damage to premises; specified safe(s); theft exclusion; specified working expenses; restricted cover - goods in transit; tree felling exclusion; exterior clearing of building exclusion; woodworking machinery exclusion; cloakroom liability; guests effects - Hotel Proprietors Act liability; power presses and guillotines exclusion; associated and/or subsidiary companies of you; deterioration of stock by theft exclusion (property damage); coin operated machines exclusion; unattended vehicles - theft exclusion (or risk); photographic equipment - hazardous work exclusion (all risks); theft from business vehicle (goods in transit); scratching of furniture (goods in transit); maximum indemnity period (business interruption extension); metal workers extension; co-insurance clause; storage and sprinkler premises; rent payable; fifth restriction.</p> <p>In addition there are certain warranties that we may apply to your business, details of which are given in your quotation letter. These are as follows:</p> <p>Flammable Liquids and Liquid Petroleum Gasses Regulations; spraying exclusion warranties; frying warranties, fire alarms (automatic) warranties; fire extinguisher appliance warranties; fire extinguisher appliance - 12 month maintenance; sprinklers installation warranties; fire proof doors and shutters warranties; spillage warranties; tenant warranties; waste and cloth warranties; waste receptacle removal warranties; intruder alarm warranties; electrical circuit warranties, mains service warranties; the weekly inspection warranties; daily inspection warranties; no smoking warranties; cash registers warranties; laundrette warranties; goods in transit (own transits) security devices warranties; woodworking waste warranty (property damage); plastic waste warranty (property damage); premises inspection warranty (property damage); no smoking warranties (property damage); heating warranty (property damage); spark erosion (electro discharge machinery warranty) (property damage); unattended machinery warranty (property damage); no woodworking warranty (property damage); no plastic work warranty (property damage); no magnesium warranty (property damage); no metal or woodwork warranty (property damage); no flammables warranty (property damage); inflammables - restricted warranty (property damage); inflammables - restricted quantity warranty (property damage).</p>
<p>SECTION 1A BUSINESS PROPERTY</p>	<p>We cover you for physical loss of or damage to any item described in the Schedule S1A. Under S1A we do not cover loss of or damage to an item which is caused by:</p> <p>an item's own bad construction or defective design, defective materials or workmanship; inherent vice or latent defect; wear and tear or gradual deterioration; frost or change in the water table; explosion arising from the bursting of a boiler other than one used for domestic purposes or explosion arising from any economiser or other pressure vessel, machine or apparatus in which the internal pressure is due only to steam and which belongs to you or is under your control; collapse or cracking of buildings; corrosion, rust, wet or dry rot, dampness, dryness, shrinkage, evaporation or loss of weight; change in temperature, colour, flavour, texture or finish; vermin, insects or borers; marring or scratching; cracking, fracturing, collapse or overheating of boilers, economisers, pressure vessels, tubes or pipes; joint leakage and/or fracture of welds of boilers; electronic, electrical or mechanical breakdown or derangement; theft or attempt of theft of items other than power operated travel hoists, cranes, lifting equipment, boat movers and moulds unless there is forcible and violent entry to or exit from any of the buildings at the premises or falling on actual or threatened assault or violence to you or your employees.</p> <p>We do not cover theft from any yard, garden, or open space; involving acts of dishonesty of you, any principal, an employee or a member of your family; theft or attempted theft of power operated hoists, cranes, lifting equipment, boat movers and moulds from an area of your premises unless from an area enclosed by properly maintained walls or fences and gates which are locked at times other than during business hours; of or to any item unless the keys have been removed to a locked or attended building; all 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. S1A2</p> <p>We do not cover acts of fraud or dishonesty, any loss discovered by any periodic check, disappearance, misplacing or misfiling of information. S1A2</p> <p>We do not cover freezing, or escape of water from tanks or pipes; or the acts of malicious persons when the premises are unoccupied or any building is derelict or disused. S1A2</p> <p>We do not cover subsidence, ground heave or landslip or normal settlement or bedding down of new structures. S1A2</p> <p>We do not cover damage to fence and gates and moveable property in the open other than power operated travel hoists, cranes, lifting equipment, boat movers or moulds caused by wind, rain, hail, sleet, snow, flood or dust. S1A2</p> <p>Under S1A we do not cover loss or damage to money, cheques or credit cards, deeds, bonds and securities, pyrotechnics and flares and fixed glass. We only cover loss or damage to jewellery, precious stones, precious metals, bullion and valuables, furs, antiques, curiosities, rare books or works of art, china, earthenware, marble or other fragile or brittle or glass objects caused by fire, lightning, explosion, aircraft, 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 and not otherwise excluded. S1A5</p> <p>We do not cover loss of or damage to vehicles licensed for road use including their accessories, caravans, locomotives and/or rolling stock or aircraft unless caused to them by impact of a vehicle not owned by you. S1A5</p> <p>We do not cover loss or damage caused to water craft and other stock in trade unless specifically noted on the Schedule. S1A5</p>

We do not cover loss or damage to goods in transit, property or structures in the course of construction or erection and materials or supplies in connection with such property in the course of construction or erection. S1A5

We do not cover loss or damage caused to land, roads, pavements, bridges, culverts or excavations, livestock, growing crops or trees or property damaged as a result of its undergoing any process. We only cover marina installations noted on the Schedule. S1A5

We do not cover loss or damage if at the time when the loss or damage occurs the property is covered by any other marine Policy except in respect of excess beyond the amount which would have been payable under the other Policy or policies. S1A5

Sometimes we will exclude certain perils to specific property and this will be stated in the Schedule. S1A6. These perils are fire, lighting, explosion, damage caused by aircraft or other aerial devices or articles dropped or falling from them, malicious persons, riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances, earthquake or subterranean fire, fire caused by an item's own spontaneous fermentation, heating or combustion, storm, tempest or flood, escape of water from water tanks, apparatus or pipes, impact by mechanically propelled vehicles(s), railway locomotives or rolling stock, water craft or animals, water accidentally discharged or leaking from any automatic sprinkler installation(s), theft or attempted theft of items other than power operated travel hoists, cranes, lifting equipment, boat movers and moulds by forcible and violent entry to or exit from any of the buildings at the premises or following actual or threatened assault or violence to you or your employees or theft or attempted theft of items other than power operated travel hoists, cranes, lifting equipment, boat movers and moulds from an area at the premises enclosed by properly maintained walls or fences and gates which are locked at all times other than during business hours.

If an item is not capable of being repaired or recovered for a sum less than the sum insured we will at our option pay the cost of replacement of the item on a like for like basis up to the sum insured less the excess. We may at our option replace the item. S1A7

In all other cases we will pay the reasonable cost of recovering and/or repairing the item less the excess and we may at our option recover or repair or arrange the recovery or repair of the item. S1A7

We are not liable for more than the Sum Insured. If there is a partial loss and the insured sum is less than the full reinstatement or replacement value we will reduce our payment by the amount directly proportional to the amount under insurance. S1A7

If an item's value increases by reason of repair for which we pay we will reduce our payment by the amount of that increase. S1A7

We will in addition pay costs properly and reasonably incurred with our written consent in removing debris, dismantling and/or demolishing on shoring up. We will not pay for any costs of debris removal or dismantling or demolishing at any place other than the site where the item is lost or damaged and the immediately adjoining area or arising from pollution or contamination. S1A7

In respect of buildings we will also pay for the cost of repair to underground pipes and wires. S1A7

We will pay any additional costs which you are obliged to incur for the purpose of complying with building or other lawful regulations. 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. S1A8

There are certain additional covers which may apply to your Policy and if so, these are noted on the Schedule.

If noted on the Schedule we will extend the insurance to cover machinery and buildings in respect of additions and extensions in excess of the sum insured provided you tell us every six months of any additions and extensions and pay any additional premium required to the less of either 10% of the sum insured or £100,000. S1A9

If noted on the Schedule if goods which are sold but are not delivered because of loss of or damage to an insured peril we will pay you the amount based on the contract price of those goods provided the sale contract is cancelled because of the operation of an insured peril and you are responsible for the goods under your conditions of sale and the value of all such goods shall be ascertained on the same basis. S1A10

For the purposes of determining under which item property is insured we will accept designation under which property has been entered in your books. S1A11

If any tenant of any building increases the danger of loss or damage without your authority or knowledge this does not prejudice the Policy. S1A12

Where an item is marked on the Schedule with the letter R the basis upon which the amount is payable is calculated on the reinstatement cost of the item lost or damaged which means rebuilding or replacement providing our liability is not increased in any manner suitable to your requirements or upon another site. S1A13 We insure goods whilst temporarily removed from the premises for cleaning, renovation, repair or other similar purposes. S1A14

Provided that we have agreed in writing in the Schedule, we will cover you for theft of vessels on trailers at premises enclosed by walls, fences and gates but we do not cover theft of outboard motors unless securely locked to a vessel by an anti-theft device in addition to its normal method of attachment and the keys are removed to a safe place of keeping, nor do we insure loss of trailers unless the trailer is secured by a wheel clamp or other device approved by us in writing is a condition precedent to our liability under this extension that all Protectors are maintained in efficient and working order and are used when the premises are closed and walls and fences are properly maintained. S1A15. When we pay a claim on an item the Sum Insured will not be reduced and you agree to pay an additional premium on the amount of the claim that we pay you from the date of the claim to the end of the Period of Insurance. S1A7

	<p>If Endorsement 1 is shown on the Schedule we will cover physical loss of or damage caused by subsidence or heave of the site on which the building stands, landslip or avalanche but we do not cover the first £1,000 of each occurrence of damage or loss of or damage to tanks and their bases, drains, pipes, cables, walls gates and fences unless the insured building is damaged by the same cause at the same time. We do not cover loss or damage arising during the course of repairs, alteration, extensions, ground works, excavations or dredging. We do not cover loss or damage caused by normal settlement, shrinkage or expansion, subsidence or heave of made up ground, faulty construction or the use of defective materials, coastal or river erosion. You promise to us that you will immediately notify us when you become aware of any demolition, ground works, excavation, construction or dredging being carried out on any adjoining site when we will have the right to vary the terms or cancel this extension. S1A4.</p> <p>The Schedule will state whether we will pay you on a day one basis. S1A17.</p>
<p>SECTION 1B GLASS</p>	<p>We also insure loss or damage to glass. S1B1.</p> <p>We do not cover any glass which is cracked or defective at the commencement of the period of insurance or lost or damaged from defective framework, beading or other fixings, breakage occurring during installation or removal or resulting from repairs or alteration to framework, beading or other fittings, disfiguration or damage other than fracture extending through the entire thickness of the glass, any bent, fancy, edged, ornamental, special, armoured or stained glass unless specially agreed by us in writing, nor do we cover interruption of the business or any consequential loss. S1B2</p> <p>We will at our option pay the cost of replacement or reinstatement of glass or pay you a sum of money equivalent to the cost of reinstatement. S1B3</p> <p>Section 1B may be extended to cover damage to signs specified in the Schedule but we do not cover damage to lighting tubes unless glass is also fractured, arising from wear and tear, mechanical or electrical breakdown, resulting from worn or defective fastenings, occurring during any process of repair, removal or erection of signs or any part of the signs. S1B4.</p> <p>Section 1B may be extended to cover damage to sanitary ware specified in the Schedule provided that the damage renders the article wholly unserviceable. We do not cover chipping, cracking, wear and tear or other gradual deterioration or the cost of replacing undamaged sanitary ware to match replacing sanitary ware. S1B4</p>
<p>SECTION 1C BUSINESS PROPERTY AWAY FROM THE PREMISES</p>	<p>If stated as applying in the Policy we will be extended to cover items at the situation specified in the Schedule. S1C1. In addition to those exclusions specified in Section 1A we do not cover under this extension any electronic, electrical or mechanical breakdown or derangement, dishonesty of you or an employee, loss of any money contained within any item, theft from any enclosed vehicle owned or operated by you unless when last attended had all points of access closed and securely locked and all protections put into operation and all keys removed and retained by the driver and there is evidence of forcible and violent entry to or exit from the vehicle. We do not cover water damage to an item when left in the open or on an open vehicle or trailer nor do we cover erasure or distortion of data recorded on data carrying materials which amount to any computer equipment for use. S1C2</p> <p>At an option we will pay the cost of replacement or reinstatement of an item not exceeding the sum insured if the property is totally lost or destroyed or the cost of recovering and/or replacing item will exceed the sum insured. We may also at an option reinstate the item or pay a sum of money equivalent to the cost of reinstatement less the excess. You must give us all help and assistance to reinstate. In all other cases we will pay the reasonable cost of recovering the item up to the sum insured. We will not be liable for any unrepaired damage. For portable telephones we will pay a sum of money equivalent to the amount of outstanding air rental plus £10 up to a maximum of £250. S1C3.</p>
<p>SECTION 1 D FROZEN FOOD</p>	<p>If specified in the Schedule as applying we will cover you for physical loss or damage to food in the cold chamber of the plant by deterioration or putrefaction caused by a rise or fall in temperature resulting from breakdown of the plant or non operation from any inherent cause of any thermostatic device controlling the plant or failure of the wiring between the starting switch plug and the driving motor, sudden unforeseen damage to the plant that necessitates immediate repair or replacement; accidental failure of the public supply of electricity or escape of refrigerant fumes from the plant. S1D3.</p> <p>We do not cover loss or damage caused by: reduced efficiency of the plant from any cause; any failure of electrical current which does not involve total stoppage for at least 30 consecutive minutes; interruption in the electricity supply from the point of intake at the premises to the main switch or plug of the motor; deliberate act by the supplier authority or the exercise by any such authority of its power to withhold or restrict the supply of electricity unless for the purpose of safeguarding life or protecting property; fire, lightning, explosion, earthquake, aircraft or other aerial device or articles dropped from them; contributed to or the consequence of any strike, lock-out, riot or civil commotion; interruption of business or any other consequential loss. S1D2.</p> <p>We will pay you either the cost of the replacement food or replace the food less the damage not exceeding the sum insured. The limit of our liability in respect of any one loss shall not exceed the sum insured on food less the excess. S1D.3.</p> <p>It is a condition precedent of our liability that you have in force a maintenance contract with a refrigeration engineer for each item of plant which is not a sealed unit. S1D4.</p>

<p>SECTION 1 E GOODS IN TRANSIT</p>	<p>We will cover you for physical loss of or damage to goods in transit whilst they are in transit by land or water including loading and unloading within the geographic limits described in the Schedule and whilst temporary housed in securely locked premises in the ordinary course of transit whether on or off the vehicle but not exceeding a period of 30 days. S1E1.</p> <p>We do not cover loss of or damage to: vessels owned, hired or leased by you unless otherwise stated in the Schedule; bullion and money; jewellery, watches, gold, platinum and silver articles, precious stones, unprocessed non-ferrous metals; furs, skins; video and audio equipment, portable telephones, computers and their accessories; video cassettes, video discs, computer discs, compact discs, CD-ROMs, DVDs; cigarettes, tobacco, wines, spirits; objects d'art, antiques; musical instruments; property stored at a rental or for a pre-determined period or under a contract for storage and distribution. S1E2.</p> <p>We do not cover loss or damage caused directly or indirectly or arising from theft of an item in or on a vehicle owned or operated by you and when unattended unless securely locked with all keys removed and if there is evidence of forcible and violent entry to or exit from the vehicle and if an outboard motor is attached to any vessel to which it is fitted with an anti-theft device in addition to its normal method of attachment. We do not cover loss or damage caused directly or indirectly or arising from theft of vehicles belonging to or under your control left loaded overnight unless the vehicle is contained within a securely locked or attended garage or compound. S1E2.</p> <p>We do not cover loss or damage caused by water damage of an item carried in an open vehicle owned or operated by you. S1E2.</p> <p>We do not cover loss or damage caused by inherent vice, inherent defect, insufficiency or unsuitability of packing, wear and tear or any gradually operating cause; use of hooks; delay; moth, vermin, insects, damp, mildew, rot; unexplained shortage; the conveyance by you of explosives, acids, dangerous chemicals or flammable substances; the dishonesty of any driver or other person in your service; the overloading of the conveying vehicle. S1E2.</p> <p>We do not cover cracking, scratching or breakage of glass, china, statutory marble and similar brittle articles of furniture; waste due to leakage or spillage of any liquid gas or item; deterioration; depreciation in value or loss of market; loss or damage which you insured at the time by any other Policy arranged by or on your behalf; loss of, injury to or death of livestock. S1E2.</p> <p>We do not cover loss of or damage to scientific instruments, clocks, pictures, electrical appliances unless caused by fire or theft or an accident to or of the conveying vehicle. S1E2.</p> <p>You are required to take and ensure that your employees take all reasonable precautions for the safety of goods and use of sheets, ropes, chains, toggles, tarpaulins and packing materials as are necessary for the protection of the goods and that such articles are in good order and condition and replaced when necessary and exercise reasonable care in the selection of steady, sober, reliable and competent drivers and maintain and keep in efficient condition any vehicle in your ownership or control used for the conveyance of goods in transit and comply with any statutory requirements as may apply to the operation of the vehicle and maintain and keep in efficient condition all protections on the vehicle and during the period of insurance keep an accurate record of the relevant particulars of goods in transit and will allow us to inspect such records, and if you fail in these obligations, we will not indemnify you in respect of any claim where there is any breach. S1E4.</p> <p>If you suffer loss or damage covered under this Section, we will at our option pay you the cost of replacement or reinstatement of the item not exceeding the sum insured if the item is totally lost or destroyed or the cost of recovering and/or replacing the item will exceed the sum insured. In all other cases we will pay the reasonable cost of repairing an item and/or the reasonable cost in effecting repairs less the excess. 1E3.</p>
<p>SECTION 1F EXHIBITIONS</p>	<p>If shown as applicable in the Schedule we will cover you for physical loss or damage to exhibition property at the exhibition named in the Schedule or whilst in transit to or from the exhibition anywhere in the geographical limits. We will also indemnify you for the loss and expense sustained by you as a result of physical loss or damage to any building, stand, marquee or similar erection or other property or any part of them used by you at the exhibition premises or to any exhibition property used in connection with the exhibition whilst in transit to or from the exhibition premises or whilst in the exhibition premises happening at any time before the advertised public closing time of the exhibition and as a result of which the exhibition is interfered with, cancelled or abandoned. We will also cover costs directly incurred in connection with an exhibition as a result of abandonment or cancellation of the exhibition by the organisers. S1F1.</p> <p>We do not cover loss of market, loss of profit, delay or any consequential loss; money and securities; jewellery, clocks, watches, fur, livestock; damage to glass, china, marble, earthenware, scientific instruments, furniture, antiques, curios, sculptures, works of art, pictures, prints, drawings, engravings and goods of a brittle nature unless caused by fire, theft or as a direct result of collision of the conveying vehicle or overturning of the conveying vehicle. S1F2.</p> <p>We do not cover damage to machinery due to overrunning operations, any electrical machine or apparatus due to overrunning, excessive pressure, short circuiting or self heating or to clothing and effects of visitors taken in transit to or from the exhibition. S1F2.</p> <p>We do not cover damage due to insufficient labelling or incorrect dressing or as a result of failure to make proper and complete declaration as may be required by carriers, or arising as a result of packaging which was inadequate to withstanding normal handling during transit. S1F2.</p> <p>We do not cover damage of exhibition property in or upon any vehicle owned or operated by you or your employees or agents when left unattended or to any vehicle which has been used for social, domestic or pleasure purposes or on open vehicles owned and operated by you caused by atmospheric or climatic conditions. S1F2.</p>

	<p>We do not cover loss or damage arising by or from atmospheric, climatic or weather conditions in respect of exhibitions held in the open or in marquees or in tents nor arising from wear, tear, depreciation, deterioration, mildew, moss, vermin, any process of cleaning or repairing, inherent vice, inherent nature, mechanical or electrical breakdown, failure or derangement. S1F2.</p> <p>We do not cover loss or damage to exhibition property whilst being demonstrated, exhibition property whilst being worn, or vehicles or vessels whilst they are being driven under their own motive power. S1F2.</p> <p>We will not be liable in respect of theft of exhibition property during exhibition hours unless the stand is attended by you or your representatives at all times. S1F2.</p> <p>We will not be liable in respect of theft of exhibition property from a room containing exhibits outside exhibition hours unless the room is attended by a representative of you or the theft involves entry to or exit from the room by forcible and violent means or the exhibition premises or site is controlled by security personnel. S1F2.</p> <p>Under Section 1F, the amount we pay you will be calculated as follows:</p> <p>If the exhibition is abandoned or cancelled by the organisers, an amount equal to the expenses you have paid or are liable to pay.</p> <p>If the exhibition is interfered with, such proportion of the expenses as you have paid or are liable to pay.</p> <p>If the exhibition remains open to the public in part we shall only pay such a proportion of the expenses which that part being interfered with bears to the whole of the event.</p> <p>If you suffer loss or damage covered by the terms of Section 1F at our option we will either pay to you the cost of repair or replacement of the property lost or damaged or replace the property damaged and in all cases, less the excess.</p> <p>The limit of our liability for any loss will not exceed the Sum Insured less the excess. S1F3.</p>
<p>SECTION 2A BUSINESS INTERRUPTION COVER</p>	<p>If any property used by you either at or from the premises, or is undergoing sea trials, or is covered under this Section of the Policy by being mentioned on the Schedule for the purposes of the business and suffers physical loss or damage and is insured by us as stated on the Schedule and we make payment in respect of that loss or damage, we will cover you for business interruption or interference caused by any of the insured perils stated as applicable in the Schedule to Section 1. S2A1.</p> <p>The limit of our liability during any one Period of Insurance shall not exceed in respect of each item the lesser of the Sum Insured under that item or the total Sum Insured noted on the Schedule for this Section 2A. S2A2</p> <p>The amount that we will pay you will be calculated by multiplying the rate of gross profit by the difference between the turnover during the indemnity period and the standard turnover taking into account all circumstances and variations which would have affected your business both prior to and after the occurrence of the insured peril. S2A3</p> <p>We will also pay any additional costs necessarily and reasonably incurred by you with our prior written agreement for the sole purpose of averting or reducing turnover during the indemnity period. S2A3</p> <p>When the sum insured under Section 2A is less than the sum calculated by multiplying the rate of gross profit by the annual turnover or a proportionally increased sum where the indemnity is greater than the year, we will reduce our payments directly proportional to the difference. S2A4</p> <p>When the sum insured under this Section is shown as estimated gross profit the payment will not exceed 133% of the estimated gross profit. S2A4</p> <p>The limit of our liability in respect of increase in costs of working will not exceed the sum of money found by multiplying the rate of gross profit by the amount of the reduction in turnover avoided. S2A4</p> <p>Where we insure computers of computer records, the limit of our liability for business interference or interruption shall be limited to the increased cost of working in replacing the computer records. S2A4</p> <p>In addition, we will pay fees paid to professional accountants for producing particulars allowing us to adjust the claim. S2A6</p> <p>In addition, if during the indemnity period goods are sold or services are rendered elsewhere than at your premises to the benefit of your business, the money paid or payable in respect of such sales or services will be brought into account in arriving at turnover. S2A7</p> <p>If the Schedule states that rent receivable is included we will pay a sum of money being the difference between the rent you would have received but for the occurrence of the insured peril and the rent that you actually received during the indemnity period but we will deduct all sums which you would have paid out of the rent but for the occurrence of the insured peril. S2A7.3</p> <p>Providing that the additional cost of working clause is stated as applying in the Schedule 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 up to the sum insured. S2A7.4</p> <p>Providing that the Book Debts Clause is shown as applicable on the Schedule, we will cover your loss of outstanding debit balances caused by physical loss of or damage to your business records at the premises by an insured peril. S2A8</p>

	<p>Under this extension we will pay the amount of your last debit balances up to the sum insured and adjusted for bad debts and an amount received from or credited to customers in the period between the end of the preceding month and the date of the occurrence of the insured peril and adjusting for all circumstances or variations which would have affected your business both prior to and after the occurrence of the insured peril. Our payment will be limited to the outstanding debit balances less a total of the amount received or traced and the additional expenditure which is incurred with our consent in tracing outstanding balances but not exceeding the sum insured.</p> <p>If the sum insured is less than the outstanding debit balances we will reduce our payment in direct proportion to the difference.</p> <p>In addition, the Policy may be extended to cover certain other events as set out below but only apply if noted on the Schedule as applicable:</p> <p>breach of canals and inland waterways shown on the Schedule but we do not cover interruption caused by drought; 2A9.1</p> <p>loss or damage to a contract site at any situation in the geographic limits not in your occupation but where you are carrying out a contract; 2A9.2</p> <p>damage to property in the vicinity of your premises which could cause loss of custom to you by loss of amenities; 2A9.3</p> <p>damage to exhibition sites at any situation in the geographic limits not in your occupation where you are exhibiting goods or services for sale; 2A9.4</p> <p>loss or damage to patents, jigs, models, templates, moulds, dyes, tools, plans, drawings and designs which are your property or held by you in trust on commission for which you are responsible and whilst at the premises in the geographic limits of any machine maker, engineer, founder, moulder or other metal workers but excluding premises occupied in whole or in part by you and whilst in transit; 2A9.4</p> <p>damage to property stored anywhere in the geographical limits elsewhere than at your premises; 2A9.6</p> <p>loss or damage to the premises of those customers which are detailed in the Schedule; 2A9.7</p> <p>loss or damage to goods whilst in transit by road, rail or inland waterways in the geographic limits; 2A9.8</p> <p>to damage to premises of unspecified customers; 2A9.9</p> <p>loss or damage at the premises of any supplier, manufacturer or processor of component goods or materials but excluding the premises or any supply company from which you obtain electricity, gas, water or telecommunication services and premises not in your occupation where your property is stored in the geographic limits; 2A9.10</p> <p>to loss or damage to property at any electrical generating station or sub-station of the electricity supply company from which you obtain electricity; 2A9.11</p> <p>to property at any land based premises of the gas supply company or any natural gas producer linked directly with it from which you obtain gas; 2A9.12</p> <p>to property at any land based premises of the telecommunications company from which you obtain telecommunication services; 2A9.13</p> <p>to property at any water works or pumping station of the water supply company from which you obtain water; 2A9.14</p> <p>to vessels which are your property whilst in the geographic limits elsewhere than at the premises in your occupation; 2A9.15</p> <p>interruption or interference with your business as a consequence of a notifiable disease manifested by any person whilst employed by you or injury or illness sustained by any guest arising from or traceable to foreign or injurious matter in food or drink provided by you at the premises or closing of the whole or part of the business by the order on the advice of a competent public authority as a result of defects in the drains or other sanitary arrangement of the premises or the premises becoming infested with vermin or pests. For the purposes of this extension a notifiable disease means illness sustained by any person resulting from any human infectious or human contagious disease excluding Acquired Immune Deficiency Syndrome or a related condition, an outbreak of which a competent authority has stipulated should be notified to them.</p>
<p>SECTION 2B FINANCIAL LOSS OF MONEY</p>	<p>We will cover loss of money in the course of your business at the premises or in the ordinary course of transit or at your home or those of your authorised employees or at any of your contract sites during business hours or in bank night safes. In addition, we will cover loss of or damage to any safe or strong room in the premises and any case, bag, waistcoat or belt containing money arising from theft or attempted theft of money from them and loss or damage to clothing and personal effects belonging to you or an employee arising from theft or attempted theft of money involving assault or violence or threat of assault or violence. S2B1</p> <p>We do not cover loss of money caused by clerical or accounting error; caused by the dishonest act(s) of employees unless discovered within seven working days of occurrence; covered by another insurance Policy except the excess beyond that payable under the other Policy; outside the geographic limits; from unattended vehicles; from unattended vessels in excess of £250; from any coin or token operated gaming, amusement or vending machine, unless involving forcible and violent entry to or exit from the premises; caused by change in the water table; caused as a result of the interruption of the business or any consequential loss; in the course of post unless registered. S2B1</p>

	<p>You promise to us, and if you break these promises we will not insure you: that whenever the premises are closed for business or left unattended you will keep safes locked and ensure that all keys to the safes and premises and records and combinations of numbers are removed and are not resident when left unattended; 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. you will maintain a complete record of money which you will keep in a secure place separate from money. S2B3</p> <p>You promise that if an intruder alarm warranty is noted on the Schedule that whenever the premises are closed or left unattended the alarm shall be fully operational, properly maintained and fully set and you will keep in force a maintenance contract with a maintenance company agreed by us and that you will obtain our permission before entering into a maintenance contract with another company and you will not alter the intruder alarm without first obtaining our permission and if any defect in the alarm is discovered or the Police withdraw their services you will immediately notify us and you will not leave the premises unattended and you will put into effect the temporary safeguards we require and give immediate instructions to carry out repairs. S2B3</p> <p>It is a condition precedent to our liability that the precautions set out in the Schedule are properly installed, maintained and operational. For the carriage of money to the value of more than £2,500 this must be accompanied by at least two persons and for more than £5,000 by at least three persons, and more than £8,000 by at least four persons and carried by private motor vehicle if the distance is over half a mile and more than £12,000, a professional security company must be used and you must comply with the contract with the security company and agreed the contract with us. S2B4</p>
<p>SECTION 2C FINANCIAL LOSS OF DEFECTIVE TITLE ON VESSELS</p>	<p>We cover you up to a maximum of £10,000 or such other sum as may be agreed by us if a valid claim is made against you for damages because you are unable to provide good title for vessels sold or you have been otherwise negligent in your capacity as agent in the sale of vessels provided such vessel is purchased or sold in the geographic limits during the period of insurance and the claim is brought against you by a purchaser where you acted as agent in the sale of the vessel and the true owner has proved a valid claim for the return of it or its value from you. S2C1</p> <p>It is a condition precedent to our liability that you will obtain an original bill of sale and use reasonable endeavours to establish details of any finance agreement affecting the vessel and ensure that is discharged, that you are a subscriber to the Boat Mark Scheme and you will make appropriate enquiry of Boat Mark in respect of any vessel bought or sold by you, that you will keep accurate written records of all purchase transactions for second hand vessels and payment for vessels purchased by you or allowances for part exchange given must be paid by cheque, bank draft or bank transfer or by credit given against a new purchase, no payment for the purchase of any vessel which is registered should be made until the vessel is bought and registered in your name and you will obtain from any vendor of any vessel a signed declaration that he is the true owner. S2C3</p>
<p>SECTION 3 LIABILITIES SECTION 3A EMPLOYERS LIABILITY</p>	<p>We cover you in respect of your legal liability for injuries sustained by an employee arising out of and in the course of their employment by you in the business during the period of insurance occurring within the geographic limits or elsewhere in the world in respect of employees normally resident in and travelling from the geographic limits. S3A1</p> <p>The indemnity is agreed and declared and to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees within the geographic limits. S3A2</p> <p>We do not cover employees while working on an off shore rig, platform or structure or whilst travelling thereto or therefrom, or while any employee is carried in or upon a vehicle or entering or getting into or alighting from a vehicle which should be insured under road traffic legislation. S3A3</p> <p>We are not liable for amounts payment under workman's compensation, social security health insurance legislation for an employee outside the geographic limits. S3A3</p> <p>We will pay the amount that you are found legally liable to pay by a competent Court or as may be agreed by us in writing together with legal costs and solicitors fees up to a maximum of £10 million in respect of any one claim or series of claims arising out of any one event except in respect of terrorism when the limit will be £5 million. 3A4. For the purposes of this insurance, an employee includes any person under a contract of service or apprenticeship with you, any person borrowed or hired to you, any labour, master or persons supplied by him, a labour only sub-contractor or any persons supplied by him, a self-employed person working for you and under your direction and control and any person engaged by you under a work experience or youth training scheme. S3 Definitions.</p> <p>You are required within one month of each period of insurance to furnish to us such particulars and information as we may require to adjust the premium for that period. S3A5</p>
<p>SECTION 3B PUBLIC LIABILITY</p>	<p>We cover you for your liability to third parties for injury to any person, loss of or damage to any material property, trespass, nuisance, obstruction, interference with any right of way, light, air or water, easement resulting in financial loss, wrongful arrest, detention, imprisonment or eviction of any person or wrongful accusation of shop lifting arising out of and in connection with your business and during the period of insurance happening within the geographic limits or within member countries of the European Union where you or your employees are temporarily engaged in the business or elsewhere in the world in connection with commercial visits by you or your employees normally resident in and travelling from the geographic limits or elsewhere in the world in respect of products except for the excluded countries. S3B1</p> <p>We extend the Policy to indemnify you in respect of any premises owned by you within the geographic limits disposed of by you prior to the occurrence of the injury or damage to property giving rise to that liability. Under this extension, we do not cover injury, loss or damage happening prior to you disposing of the premises or the cost of repairing, replacing or reinstating any defect giving rise to such claim. S3B2.1</p>

We extend the Policy to cover you in respect of legal costs in respect of defence of criminal proceedings brought against you under the Health and Safety at Work Act 1974 except in respect of employees. We do not cover under this extension the payment of fines or penalties, prosecutions that arise out of an activity or risk not covered by the Policy and legal costs arising from a breach of Section 6 of the Health and Safety at Work Act 1974 unless product liability is operative. S3B2.2

We extend the Policy to cover liability under the Data Protection Act 1984 to 1998 if the process of registration under the Data Protection Act has been commenced or completed and any application has not been refused. The limit of our liability under this extension is £10,000. We do not cover liability arising from or in respect of the provision of services of a computer, the recording or provision of data in respect of the financial status of any person or a deliberate act or omission. S3B2.3

We extend the Policy to cover legal costs incurred with our consent in respect of criminal proceedings brought under the Consumer Protection Act and Food Safety Act. We do not cover fines or penalties, liability covered under any other Policy of insurance, proceedings brought because of your deliberate act or omission or solicitors fees in respect of an activity or risk not covered by the Policy. S3B2.4

We extend the Policy to cover your liability arising from physical loss of or material damage to premises including landlord's fixtures and fittings, but we do not cover liability that arises solely under the terms of a lease or rental agreement, or the first £250 of loss or damage caused other than by fire or explosion or loss or damage caused by an insured peril which you are required under a tenancy agreement to insure. S3B2.5

If noted on the Schedule we also insure you for liability arising under and in respect of hire of plant under CPA or similar terms and conditions. We are not liable for any liability covered under any other Policy of insurance or for the payment of fines or penalties. Our maximum liability under this extension is £100,000. S3B2.7

We do not cover your liability arising from: the ownership or hiring or leasing of any vessel; injury sustained by an employee and arising out of and in the course of employment or engagement by you; physical loss or damage to material property belonging to or leased or hired by you other than personal effects of directors, visitors and employees and premises leased or rented to you; libel or slander, infringement or plans, copyright, patents, trade names, trade marks or registered design; injury, physical loss or damage, trespass, nuisance or interference with any easement caused by or on your instructions or that of an employee whilst engaged in supervisory duties unless caused by deliberate act or reckless conduct of the employee with knowledge that the damage resulted; the non-performance, non-completion or delay in completion of any contract or agreement or the payment of any penalty, fine or liquidated damages; the ownership, possession or use of any aircraft, hovercraft, drilling platform or rig; 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 but this does not apply to mechanical plant working as a tool of the trade of any site where you are working or at your premises, the loading and unloading of any mechanically propelled vehicle or trailer, or use in connection with the business of any vehicle which is not owned provided or driven by you; power operated lifts, elevators, hoists or cranes or mechanically propelled vehicles or trailers attached to them, hired or lent to you; loss of or damage to vessels under construction or in the course of assembly or the subject of a broking agreement; demonstration, tuition or trial trips carried out from more than 50 miles from the premises or for periods in excess of four hours or on vessels of a greater length than that stated in the Schedule provided vessels are not prototypes or original models, designed, built, constructed or assembled by you prior to sale, handing over or delivery or not more than 50 miles from the place where employees might be working away from the premises but this limit does not apply to non-tidal waters and upstream of the Thames Flood Barrier and providing the vessel does not exceed 45 knots; any surveys, condition reports, valuations, wrongful design, advice or specification given for a fee or for which a fee is normally charged; any salvage operations; towing by any vessel of any thing other than another vessel or person; waste materials, irritants, contaminants or pollutants unless caused by a sudden identifiable unintended and unexpected event on the premises which takes place at a specific time and place; the main sale, supply or sale of goods used in the off shore, petrochemical or nuclear industries, in computers or process control equipment or in or on craft designed to travel through the air or space but not hovercraft or used on any off shore rig, platform or structure; loss, damage or delay of goods in transit; any work of demolition unless such forms part of a contract undertaken by you for construction, alteration, maintenance or repair; the construction of or any work in or on nuclear installations or establishments, power stations, refineries, bulk storage or product premises in oil, gas or chemical industries or off shore structures, towers, steeples, chimney shafts, blast furnaces, collieries or mines, tunnel bridges, viaducts, railways or railway installations, or craft designed to travel through air or space; pile driving, quarrying, water diversion, sub-aqua work, the use of explosives, the construction of roads, the laying of underground surfaces, tree felling or lopping; work at a height of more than 40 feet or such other height as may have been agreed by us; the delivery for a fee of any vessel by sea from one place to another except in connection with the sale of such vessel by you; paint spraying or the spraying of chemicals unless we have agreed to this in the Schedule. S3B.3

We will not indemnify you for the cost of making good any fault design or workmanship, replacing or repairing faulty goods or material sold by you or recalling products for inspection. We will not indemnify for liability assumed by agreement except under indemnities, agreements or contracts given or made for the purposes of enabling to carry on the business provided that we have been notified of such contracts and have agreed them on the Schedule. We do not cover liability arising out of products exported to or used in the United States of America or Canada nor do we insure you against liability arising out of or in connection with the sale of the product if an action for damage is brought against you in any Court outside the geographic limit. We do not insure you against exemplary or punitive damages. S3B.4

We will pay the amount of compensation found by a competent Court due to a third party up to the limit of liability shown in the Schedule. S3B.5

You warrant to us that:

you will take up and examine at least once a year all moorings and undertake all necessary repairs;

	<p>if you use lifting plant or pressure vessels you have that plant inspected in accordance with statute and maintain a plant register;</p> <p>all estimates, tenders, indemnities, agreements, contracts and acceptances will incorporate the terms of business of the British Marine Insurance Federation or such other terms of business that may be approved by us in writing and the notice of these terms will be exhibited by you in a prominent position at your premises;</p> <p>you promise to us that a notice will be erected in a prominent position to the effect that persons using slipways, jetties and stages, do so at their own risk.</p> <p>If you break any of these promises, called in the Policy "warranties", we will be discharged from liability under Section 3B of the Policy. S3B.6</p> <p>It is a condition precedent to our liability in connection with any work involving heat that specific permission is obtained to commence work from a responsible person at the place at which work is undertaken. Before operation is commenced the area in which the work is to be undertaken is to be cleared of moveable and combustible material and other combustible material including floors and fixtures which will be covered with adequate fire resistant covers. The area on the other side of bulkheads, hulls, decks, walls, partitions or floors where work is to be undertaken is to be inspected by a responsible person to ensure that there is no combustible material capable of being ignited and appropriate fire extinguishing appliances are to be kept near the scene of the work for immediate use. An examination must be carried out after each period of work to ensure that there is no likelihood of fire breaking out and that a period of at least 30 minutes shall elapse after such work for the area to be vacated. A suitable employee is to be at each site of operation and is to be responsible for fire safety for each period of work and to ascertain the location of fire alarms and fire extinguishing appliances installed and that fire alarms and fire extinguishing appliances are capable for immediate use. Blow lamps, blow torches and other similar heating or carpeting apparatus are to be lit strictly in accordance with the manufacturers instructions and not left unattended whilst alight and gas cylinders not required for immediate use are to be kept outside the building or vessel in or upon which the work is to be undertaken and stored away from any obvious fire hazard. S3B.8</p> <p>It is a condition precedent to our liability that an appropriate notice excluding liability, the wording of which appears in the Policy, is placed at the entry of any car park. S3B.8</p>
<p>SECTION 4 MARINE SECTION 4 PART 1A THE VESSEL/VESSEL STOCK</p>	<p>Your vessels are covered for accidents (including fire, explosion, collision, stranding, grounding in heavy weather); damage caused by latent defect; negligence; theft of the entire vessel; theft of any part of the vessel provided it is securely fastened to the vessel, or inside a locked compartment on board the vessel or locked place of storage ashore; malicious acts of third parties; freezing; rodents.</p>
<p>SECTION 4 PART 1B MAIN EXCLUSION FOR VESSEL</p>	<p>Your vessel is not covered for theft if left unattended at any time on a trailer unless an anti-theft device protects the trailer. You are not covered in respect of theft of the vessel caused by trick or deception against you.</p> <p>We do not cover damage caused by wear, tear or depreciation; insects; marine borers; barnacles or marine growth; corrosion; rot; rust; mildew; dampness or weathering; electrolysis; osmosis; civil, criminal or administrative proceedings or actions taken by Customs officers or war, civil disturbance and terrorism; latent defect in work carried out by you.</p> <p>We do not cover damage to the sails caused by splitting or being blown away whilst hoisted or unfurled in use unless caused by damage to the spires to which the sails are attached; stranding or sinking or fire; or impact from the vessel and any external substance including water.</p> <p>We do not cover damage to the vessel's sails, masts, spires or rigging, whilst the vessel is racing unless either caused by the stranding or sinking or fire of the vessel or impact between the vessel and any external substance unless otherwise agreed by us in writing.</p> <p>We do not cover loss or damage to engines which are either over three years of age from the date of completion of build or if the vessel has an actual or maximum designed speed in excess of 17 knots unless caused by accidental incursion of water into the vessel; stranding, sinking or fire; impact between the vessel and any substance excluding water; theft or malicious act or freezing subject to the machinery being maintained in accordance with the manufacturers recommendations by a competent mechanic and being protected by anti-freeze.</p> <p>We do not cover damage to vessels over 30 feet in length whilst being transported by land and of any length caused by scratching, bruising or denting.</p> <p>We do not cover loss or damage to boats or tenders caused by theft unless marked with the name of the parent vessel or other unique marking.</p> <p>We do not cover theft of outboard motors unless secured to the vessel or boat by an anti-theft device and you have also provided to us the serial number of the outboard motor.</p> <p>We do not cover loss or damage to your vessel caused by your recklessness or wilful misconduct.</p> <p>We will not pay for the cost and expense of rectifying a fault in design or construction or a latent defect or defective workmanship carried out or materials provided by an independent contractor employed to carry out maintenance, repairs or alteration to the vessel.</p> <p>We also reserve the right to deduct up to one third of the replacement cost of used sails, running rigging, protective covers and canopies together with outboard motors and the reasonable amount of the cost of repairs or replacement to take account of any betterment to the vessel arising out of repairs or replacement.</p>

	We will pay the expense of inspecting the vessel after grounding, together with expenses incurred for the purposes of averting or minimising physical loss of or damage to the vessel and the cost of averting or avoiding oil pollution or clearing and cleaning away oil pollution.
TRAILER COVER	We only cover loss or damage to trailers caused by theft, fire, explosion, lightning or collision whilst in use.
MAIN EXCLUSIONS FOR TRAILER	We only cover theft of trailers providing during preparation for in the course of towage they are securely locked to the road vehicle and the road vehicle is occupied or securely locked or otherwise the trailer is protected by a wheel clamp. We do not cover damage to tyres caused by application of breaks or by punctures, cuts, bruises or by wear and tear.
THIRD PARTY LIABILITY	We will cover your liability or that of any person using the vessel with your permission.
MAIN EXCLUSIONS FOR LIABILITY	We do not cover: <ol style="list-style-type: none"> 1. the liability of any person employed under a contract in connection with the vessel other than captain or crew employed by you; 2. the liability of or to any person whilst engaged in any sport which involves being towed by the vessel unless we have specifically agreed to do so in writing; 3. the liability of or to any person while engaged in snorkelling, aqua lung diving or other underwater sport including whilst disembarking or boarding although we do cover liability to such a person arising as a result of physical contact between such person and the vessel; 4. liability to any person employed under a contract in connection with the vessel; 5. liability caused or contributed to by recklessness or wilful misconduct on your part or of anyone using your vessel; 6. liability to third parties caused or contributed to by the trailer becoming detached from the towing vehicle or as a result of an accident occurring on a highway of public or private place whilst the trailer is attached to the towing vehicle; 7. liability arising out of contract. <p>We do not pay fines or punitive damages.</p>
IMPORTANT PROVISIONS	You must tell us if the maximum designed speed of any vessel exceeds 17 knots. If the maximum design speed of your vessel exceeds 17 knots we do not cover: <ol style="list-style-type: none"> 1. theft of a vessel of less than 18 feet in length unless it is on a trailer which is locked to the towing vehicle which would be locked or occupied or in a locked place of storage or attended; 2. a vessel less than 26 feet if moored unattended off any beach or shore or for damage to the rudder, strut, shaft, propeller, electrical equipment, cables and fittings if the damage is caused by striking an underwater object; 3. loss, damage and liability in respect of a vessel fitted with inboard machinery caused by fire or explosion unless there is in the engine room, and if the design allows, the tank space an automatic fire extinguishing system or one that is controlled from the steering position and in the galley there is a portable fire extinguisher in efficient working order of not less than 2kg and a fire blanket.
PROMISES (WARRANTIES)	If you break these promises your Policy will automatically lapse from the moment of breach. You promise to us that: <ol style="list-style-type: none"> 1. the vessel has an actual or maximum design speed under engine power of less than 17 knots; 2. you will not let the vessel out for hire or reward; 3. the vessel will remain within the cruising area; 4. you will not make any major structural alteration or addition to any vessel without first obtaining our prior written consent; 5. at all times the trailer will be securely locked to a road vehicle and the road vehicle will be occupied or securely locked or will be attended or secured by a wheel clamp or in a locked place of storage; 6. 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; 7. the vessel will not tow or be towed other than in emergency outside a radius of 10 miles from the premises or outside any port, river or harbour authority on which the premises are situated or outside a radius of 10 miles from the place where any employee might be working away from the premises but this does not apply to non-tidal inland waterways and upstream of the Thames Flood Barrier; 8. that at all times when any vessel is underway the minimum number of competent crew members will be that number agreed in writing between us and if any vessel of 24 feet in length or over will at all times when underway in off shore waters the minimum number of crew members on board will be two.

LIMIT	<p>In respect of loss of or damage to any vessel, trailer or outboard motor, the limit of our liability will be the sum insured that we have agreed.</p> <p>Our limit of liability in respect of third party claims will be £3 million any one accident or series of accidents which we consider sufficient to cover any claim in circumstances where providing you do not act intentionally or recklessly (when we will not insure you) you may limit your liability under the Merchant Shipping Act 1995 to a sum not in excess of 1,500,000 Special Drawing Rights which is the equivalent of about £1.3 million.</p>
SECTION 4 PART 2 BUILDERS RISK - VESSELS IN CONSTRUCTION OR RECONSTRUCTION	
COVER	<p>We cover loss or damage to vessels in the course of construction caused by: accidents; latent defects in the vessel; negligence; theft of the entire vessel; theft of any part of the vessel or any part which is to form the vessel provided at the time of the theft the part is either securely fastened to the 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 outside of business hours is inside a locked compartment on board the vessel or in a locked building ashore and there is evidence of forcible and violent entry or exit or is lost during business hours; malicious acts of third parties; lightning, earthquake and volcano.</p>
EXCLUSIONS TO COVER VESSELS UNDER CONSTRUCTION	<p>We do not cover loss or damage to vessels caused by: wear, tear or depreciation; insects, marine borers, barnacles or marine growth; rodents; corrosion, rust, mildew, rot, dampness or weathering; electrolysis; osmosis; 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 the Policy; war, civil disturbance and terrorism.</p> <p>We do not cover damage to the vessel's canopies and protective covers caused by the wind or to the vessel's sails caused by splitting or being blown away whilst hoisted or unfurled in use unless caused by damage to the spires to which the sails are attached or the stranding, sinking or fire of the vessel or impact between the vessel and any external substance excluding water. We do not cover damage to the vessel's machinery caused by freezing unless the machinery has been protected by an anti-freeze mixture which has been inserted in accordance with the manufacturer's specification.</p>
PLACES OF INSURANCE	<p>We cover the vessel at the builder's yard and at the builder's premises stated in the Schedule and elsewhere within the port or place of construction at which the builder's yard is situate and also at sub-contractors works and premises and within the port or place of construction where the sub-contractor's works are situated. We also cover the vessel and parts of the vessel in transit between the builder's yard and premises and sub-contractors work and whilst in transit within the port or place of construction at which the builder's yard is situated.</p>
PERIOD OF INSURANCE	<p>We insure the vessel and any item of the vessel from the time of either the commencement of the period of insurance as stated in the Schedule or if later the allocation of any item to the vessel or delivery of any item to the builder or sub-contractor for fitting to the vessel until the earlier of the expiry date mentioned in the Schedule or delivery to the owner or purchaser.</p>
AMOUNT PAYABLE	<p>We will pay the costs of the actual manufacture of the vessel or the cost of an item plus 15% or such other amount as shown in the Schedule up to the time of loss if the vessel or an item is totally lost or destroyed or the cost of recovering and/or repairing the vessel or an item will exceed the actual cost of manufacture of the vessel or an item plus 15%.</p> <p>We will not pay more than the sum insured for any one vessel.</p> <p>For partial loss we will pay either where repairs are undertaken the reasonable cost of recovering the vessel or an item and the reasonable cost of effecting the repairs less the excess or where repairs are not undertaken at the end of the period of insurance or such later time as we agree in writing the reasonable cost of recovering the vessel or an item and the diminution in market value by reason of the unrepaired damage up to the reasonable cost of effecting repairs.</p> <p>We do not pay the cost and expense of rectifying, repairing or replacing: faulty welds; a fault in design or construction; any part which is the subject to a fault in design or construction or to a latent defect; defective workmanship carried out or materials provided.</p> <p>We shall also be entitled to deduct at our sole discretion a reasonable amount from the cost of repairs or replacement to take account of any betterment or increase in value to the vessel arising out of repairs or replacement.</p>
ADDITIONAL SUMS PAYABLE	<p>We will pay the reasonable costs of averting or minimising loss if we would be liable for loss or damage to the vessel under the Policy.</p> <p>We will also bear the cost of removal of any wreck of the vessel from any place owned, leased or occupied by you. We will pay the reasonable cost of inspecting the bottom of the vessel after grounding even if no damage is found and the costs and expense arising out of a failure to launch.</p> <p>We will also cover additional costs of fuel, insurance, wages, stores, provisions and port charges incurred solely for the purposes of landing for the vessel's sick or injured persons or stowaways, refugees or persons saved at sea.</p> <p>We will also cover you for the additional expenses brought about by the outbreak of infectious disease onboard the vessel.</p> <p>We will cover you in respect of fines imposed on the vessel or upon any master or crew member who is reimbursed by you for any act or neglect or breach of any statutory regulation providing that the fine was not incurred through neglect, failure or default of you, your servants or agents and the master or crew member.</p> <p>The additional amounts payable are subject to the excess.</p>

	<p>The total amount recoverable under the additional sums payable any one event is limited to the final contract price of the total building cost plus 15% whichever is the greater less in all cases the excess.</p>
<p>ADDITIONAL COVER</p>	<p>We will continue to insure you at a premium to be arranged in the event of delivery being delayed but no extension will be allowed for any period greater than 30 days from completion of builders' trials providing you give us prompt notice.</p> <p>We allow you to proceed to and from any wet or dry dock, harbour, way, cradle and pontoon within the port of place of construction and to proceed under the vessel's own power, loaded or in ballast, as often as required, for fitting out, docking, trials or delivery within a distance by water of 250 nautical miles of the port or place of construction and in the event that that distance is exceeded we will continue to insure you at a premium to be arranged provided you give us prompt notice.</p> <p>We will continue to insure you in case of any deviation or change of voyage providing you give us immediate notice and any amended terms of cover and additional premium required by us is agreed. We will also continue to insure the vessel if towed outside the port or place of construction at a premium to be arranged providing you give us prompt notice in writing.</p> <p>Any change of interest in the vessel does not affect the validity of this insurance.</p>
<p>GENERAL EXCLUSIONS APPLICABLE TO THE ENTIRETY OF THE POLICY INTRODUCTION</p>	<p>We do not cover loss, damage or liability arising from ionising radiations, radioactive, toxic, explosive or other hazardous or contaminated products of any nuclear installation, a weapon or device employing atomic or nuclear fission or fusion, the radioactive, toxic, explosive or other hazardous or contaminated properties in any radioactive matter, any chemical, biological, biochemical or electro-magnetic weapon or the use or operation as a means for inflicting harm of any computer or computer program.</p> <p>We do not cover physical loss or damage, loss of expense, consequential loss or any legal liability directly or indirectly occasioned by or happening through war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation, destruction, nationalisation, requisition or seizure by order of the government or any public authority.</p> <p>We do not cover physical loss or damage, legal liability, or any consequential loss of any consequence whatsoever resulting directly or indirectly from or in connection with terrorism or any action taken in controlling, preventing, suppressing or in any way relating to terrorism unless we have agreed the special provision in relation to terrorism.</p> <p>In Northern Ireland we do not cover any physical loss or damage, legal liability or any consequential loss or any consequences whatsoever resulting directly or indirectly from or in connection with riot, civil commotion, strikes, locked out workers or persons taking part in labour disturbances or malicious persons except in respect of employer's liability, public and/or products liability, personal accident and sickness.</p> <p>In Northern Ireland we do not insure terrorism.</p> <p>If you insure property damage, business interruption or outstanding debit balances, it is possible to provide some limited cover in relation to terrorism in England, Wales, Scotland and Channel Islands and the Isle of Man. If you wish details of the cover that is available in respect of terrorism would you please advise us appropriately.</p> <p>We do not insure physical loss or damage occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.</p> <p>We do not cover loss or damage caused by pollution or contamination or any costs or expense or any consequential loss resulting therefrom. This does not exclude destruction or damage to property or business interruption resulting from destruction or damage to property used by the premises for the purpose of the business not otherwise excluded caused by pollution or contamination which itself results from an insured peril or any insured peril which itself results from pollution or contamination.</p> <p>We do not cover loss, damage, expense or liability arising out of or in any way connected with the use or operation of any computer, computer system, computer software, program or process or any electronic system where such loss, damage, expense or liability arises directly or indirectly or as a consequence of any data change.</p> <p>If you or anyone acting on your behalf omits to inform us of any material fact or misrepresents any material fact, or makes any statement or declaration in support of a claim which is not true or suppresses any information material to our consideration of a claim or exaggerates a claim or part of a claim we may at our option avoid the Policy and retain the premium and recover any payments made by us.</p> <p>It is a condition precedent to our liability that you take all reasonable precautions to prevent loss, damage, injury, illness or accident and you exercise reasonable care in the selection and supervision of employees. It is also a condition precedent to our liability that you take all reasonable steps to comply with all statutory and other obligations and regulations imposed by any competent authority and ensure that all buildings or other structures for which you are responsible are substantial, sound and kept in proper order.</p> <p>It is also a condition precedent to our liability that after discovery of any defect or danger you make good such defect or danger and cause such additional precautions to be taken as the circumstances require.</p> <p>It is also a condition precedent to our liability that you keep proper books of accounts.</p> <p>You promise to us that you will inform us in writing immediately of any alteration in the premises or in the business or otherwise whereby the risk of loss, damage, injury, illness, accident or if your incurring liability is increased or altered and any change of facts stated in the proposal form or Schedules. If you fail to do this then your Policy will immediately lapse.</p>

<p>WHAT TO DO IF YOU NEED TO MAKE A CLAIM</p>	<p>Groves John and Westrup Limited are a Lloyd's Service Company and in matters of claims act upon the behalf of Watkins Syndicate. You must immediately notify us of any event which may result in a claim under the Policy and give us a written report as soon as possible. This is a condition precedent to our liability. If you fail to give notice then we will not indemnify you in respect of the claim you make.</p> <p>Under regulation you must also notify the Maritime and Coastguard Agency (MCA) of any loss, damage or accident in relation to any boat occurring on water. If you fail to notify the MCA this is punishable on prosecution by an unlimited fine or a term of imprisonment not exceeding two years.</p> <p>Our telephone number is 0151 473 8000 and we are open between 9.00am and 5.30pm Monday to Friday with the exception of bank holidays. At all other times you can leave a message on our answer phone and we will call you back as soon as the office is open and in the event of an emergency you may contact the 24 hour emergency claims help line on 0151 706 6931, facsimile number 0151 708 6343.</p> <p>Upon notification of a claim we will provide specific advice. It may be unnecessary to take any action. If necessary we will appoint a loss adjuster or an impartial surveyor. He will ascertain the nature, cause and extent of damage and our consideration of your claim will be based on the advices of the loss adjuster or surveyor, taking into account information and evidence provided by you.</p> <p>In the event the incident does not give rise to a claim recoverable under the insurance Policy provided, or only part of the costs of repair or reinstatement or liability is recoverable, we will give you a full explanation in writing.</p> <p>We will, on provision of written estimates of repair inform you that we have no objection to repairs proceeding at which time we will advise you as to any reservation we might have as to cost of repairs. Instruction for repairs must be given by you and you are responsible for payment of all repair bills. To assist you, however, we are prepared to make direct payments to repairers providing that you are fully satisfied with the repairs and authorise us so to do.</p> <p>We will also advise you what to do in the event of a liability claim and we may choose to handle the liability claim on your behalf.</p> <p>You should not without our prior written consent admit any liability, make any offer to settle or compromise the claim against you which might give rise to a claim under the Policy. You should not incur any expenditure except for the purposes of averting or minimising loss without our prior written consent. You should notify the Police as soon as possible of any theft, malicious damage or other crime involving the insured property. You must also at your own expense provide in writing such particulars and information as we may require within seven days of loss or damage by riot or civil commotion, within 90 days of the expiry of the indemnity period in respect of business interruption and 30 days of the occurrence of any other loss, damage, injury, illness or accident.</p> <p>You must pass onto us unanswered all communications from third parties relating to a matter which might give rise to a claim under the Policy.</p>
<p>CANCELLATION</p>	<p>We give you a cooling off period of 14 days from the time you receive the Policy. If the Policy and Schedule do not provide you with the protection you want and you do not want to continue with the insurance, you may cancel the Policy within this period and we will return part of the premium retaining a proportionate part of the premium for that period from which we have been on risk provided no claims have been made.</p> <p>We may cancel the Policy or any Section by giving 15 days written notice by pre-paid post to either the address shown in the Schedule or by your agent. If we cancel the Policy we will return to you a proportion of the premium paid in respect of the unexpired period of insurance but will retain a charge of £50 for such cancellation.</p>
<p>COMPLAINTS</p>	<p>Our Policy represents our philosophy of fairness and integrity with our customers and we will provide you with a high level of service at all times. If at any time you are not satisfied with our service or any other aspect of your insurance, you should contact us by telephone to see if we can resolve the matter. In the unlikely event this does not resolve the matter you may state your complaint in writing, marking the letter "for the attention of the Managing Director". We aim to resolve your complaint within five working days but if we are unable to do so we will acknowledge receipt of your complaint within that period. If the complaint still cannot be resolved amicably you have the right to refer your complaint to the Complaints and Advisory Department at Lloyd's whose address is 1 Lime Street, London EC3M 7HA and if they are not able to resolve your complaint, 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 Services Ombudsman, South Quay Plaza, 183 Marsh Wall, London, E14 9SR, telephone number 0845 080 1800, facsimile 0207 964 1001, email complaint.info@financial-ombudsman.org.uk who will advise whether he is able to deal with your complaint. Under the terms of the Financial Services Ombudsman Scheme we must:</p> <ol style="list-style-type: none"> 1. reply to you within four weeks; and 2. resolve your complaint within eight weeks. <p>This is in addition to any other action you may subsequently wish to take including legal action. An application to the Financial Services Ombudsman must be made within six months of being notified of our final decision about your complaint.</p>
<p>COMPENSATION</p>	<p>The Lloyd's Central Fund is available to meet claims at the discretion of the Council of Lloyd's.</p>