

BOAT SAFETY SCHEME EXAMINERS PUBLIC LIABILITY & PROFESSIONAL INDEMNITY



Policy Schedule

This is to certify that in accordance with the authorisation granted under Contract No. (B13092322490014) to Mercia Marine by the Insurer named below (hereinafter referred to as the Insurer) the said Insurer agrees to the extent and in the manner hereinafter provided, to indemnify the Insured after payment of the Premium set forth in the Schedule

Policy Number 04/9940867

Insured Address Angel Robotham T/as Severnside
1 Baker Close
Great Oldbury
Stone House
Gloucestershire
GL10 3GY

Business Boat Safety Scheme Examinations

Period of Insurance 25/09/2023 to 31/03/2024
Both dates inclusive ending midnight local time on the latter date

Statement of Price

Gross Premium		£	200.00
Insurance Premium Tax	12%	£	24.00
Policy Fee		£	30.00
Total Cost		£	254.00

Policy Excess £250

Insurers 100% Travelers Insurance Company Ltd

Limit of Our Liability

Public Liability	£	5,000,000	any one event
Professional Indemnity	£	5,000,000	all events happening during the course of the policy period
Products Liability	£	5,000,000	all events happening during the course of the policy period

Estimated Annual Turnover / Fees £20,000.00 Adjustable by Section 8 Special Condition

Retroactive Date 25/09/2023

Trading Area United Kingdom

Cover Extensions

Liability incurred from the hire of Plant or Cranes under contracts on C.P.A. or similar terms	Not Included
Liability assumed by agreements and contracts given or made by you	Not Included
Power operated lifts, hoists and cranes operated at the premises or unlicensed road vehicles and mobile plant	Not Included

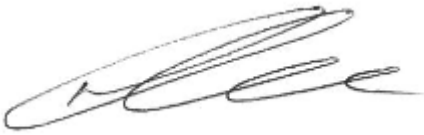
Statement of Demands and Needs

This product meets the demands and needs of a Boat Safety Inspector requiring to insure against third party legal liabilities and Professional Indemnity at a competitive price. Your circumstances fall within the scope of our underwriting authority with the Insurers and we have not sought any alternative quotation for you. Nevertheless, this does not constitute a personal recommendation.

Memoranda

All cover is subject to Standard BOAT SAFETY EXAMINERS - Public Liability & Professional Indemnity Policy Terms Conditions, Limitations & Warranties.

Signed for and on behalf of Mercia Marine



Dated: 26/09/2023

General Information

Have you ever been charged or convicted of a criminal offence (other than minor motoring offences)?	No
Have you ever been declared bankrupt?	No
Have you ever had any marine insurance cancelled, refused or had any special terms imposed?	No
Have you had any claims made against you in the last 5 years?	No

The following Endorsement is applicable to The Policy

ENDORSEMENT 3 - BOAT SAFETY PROFESSIONAL INDEMNITY EXTENSION

- 2.1 We will cover you for all sums for which you become legally liable to pay Compensation and Legal Costs in respect of:
- 2.1.1 any claim or claims first made against an Insured and notified to us during the Period of Insurance; and
 - 2.1.2 arising from any negligent act, error or omission by an Insured in rendering or failing to render your professional services as stated on the policy schedule
- If during the Period of Insurance you become aware and notify us of a circumstance which we accept is likely to give rise to a claim against you, then any claim which may subsequently be made against you arising out of that circumstance shall be deemed to have been made during the Period of Insurance.
- 2.2 Under this Endorsement we do not cover liability of an insured or an Insured's sub-contractor or agent:
- 2.2.1 for Injury sustained by an Employee and arising out of and in the course of employment or engagement by an Insured
 - 2.2.2 for Injury to any other person;
 - 2.2.3 for loss of or damage to any material property unless arising directly from the activities of a Boat Safety Inspector;
 - 2.2.4 for any personal liability incurred by a director or officer of yours when acting in that capacity or managing your business;
 - 2.2.5 arising from seepage, pollution or contamination;
 - 2.2.6 arising from any Product or the recall of any Product;
 - 2.2.7 for fines, penalties, punitive multiple or exemplary damages;
 - 2.2.8 for or arising from any negligent act, error or omission which occurred or is alleged to have occurred before the inception of this Endorsement;
 - 2.2.9 in any way connected with act(s) of fraud or dishonesty, wilful or deliberate act(s) or reckless conduct;
 - 2.2.10 for loss of or damage to any property owned, leased or hired by you;
 - 2.2.11 arising from the navigation, operation or management of any aircraft, watercraft, vessel or motor vehicle owned, leased or operated by you;
 - 2.2.12 arising from your insolvency or financial default;
 - 2.2.13 which forms the subject of liability by any other Section of this Policy and this Section shall not be drawn into contribution with such Section;
 - 2.2.14 arising from construction contracts where you as a contractor in respect of any Vessel that is more than 100 feet in length;
 - 2.2.15 arising from your agreement to take on any legal liability under any express agreement, warranty, indemnity, waiver or guarantee unless you would be liable even if you had not given any such agreement, warranty, indemnity, waiver or guarantee;
 - 2.2.16 for the first £250 of each and every claim or series of claims arising out of one originating cause made against an Insured, which amount shall be retained by you as your own liability and uninsured;
 - 2.2.17 for any contractual penalty or any provision in a contract with a customer whereby the Insured incurs liability without fault or negligence.
- 2.3 The Limit of our Liability for all claims for damages and claimants' costs and expenses occurring in any one Period of Insurance shall not in the aggregate exceed £5,000,000.

Warranties and Conditions Precedent and Innocent Misrepresentation / Nondisclosure

With effect from the inception date of this Policy the following conditions are added to the General Conditions:

1 No Warranties or Conditions Precedent

No term in this Policy including where expressed as a Warranty or Condition Precedent shall be deemed a warranty or condition precedent such as to automatically discharge us from any liability upon its breach. We shall enforce any term that would otherwise be deemed a warranty or condition precedent as a policy condition only.

Basis of the Policy Clauses

Any provision in this Policy to the effect that a statement or statements made by or on behalf of the Insured (including but not limited to statements made in the Proposal Form and Declaration) form part of or are the basis of the Policy shall be of no effect.

2 General Condition – Condition Precedent and all references thereto are deleted.

3 The following is added to General Condition 4 Non-disclosure, Misrepresentation or Fraud: but with respect to any misrepresentation or non-disclosure by any Insured in circumstances where we would be entitled to avoid or rescind the Policy, we waive our right to avoid or rescind the Policy in whole or in part, provided that:

4.6 such non-disclosure or misrepresentation was innocent and free from any fraudulent conduct or intent to deceive:

4.7 we shall be entitled to amend the terms conditions and premium for this Policy upon review of any information previously misrepresented or not disclosed to us: and

4.8 we shall be entitled to determine the effective date of any amendments in consequence of our exercising our rights under this Condition.

Subject otherwise to the terms conditions and exclusions of the Policy