



Marine Trades Solutions Schedule

This Schedule has been prepared on the basis of information supplied by You or on Your behalf and should be read in conjunction with policy form reference: UKC04492D dated November 2016
Please check this Schedule carefully and advise Us as soon as possible if anything is wrong or does not meet Your current requirements.

Policy Number: L012295D24AA **Schedule Number:** 1

Date of Issue: 03 April 2024

Agency: Velos Insurance Services Limited

Agency Number: B12680

The Insured: Ryde Town Council trading as Ryde Marina

Address: 10 Lind Street
Ryde
Isle of Wight
PO33 2NQ

Effective Date: 05 April 2024

Period of Insurance: From 05 April 2024 to 04 April 2025

Minimum Deposit Premium:
First Premium £ 8,250.00 plus Insurance Premium Tax of £ 990.00

Policy Limit: £ 10,000,000

Insured Activities:

Vessel Building	Not Covered	Fuel Sales	Not Covered
Vessel Hire	Not Covered	Food and Drink Sales	Not Covered
Vessel Launching	Not Covered	Harbour Commissioner	Not Covered
Vessel Mooring	Covered	Harbour Emergency Services	Not Covered
Vessel Repair	Not Covered	Harbour Landlord	Not Covered
Vessel Sales	Not Covered	Marine Equipment Repair	Not Covered
Vessel Servicing	Not Covered	Navigational Services	Not Covered
Vessel Storage	Not Covered	Sailing Tuition	Not Covered
Vessel Lift Operation	Not Covered	Other	See below
Parts and Equipment Sales	Not Covered		

Insured Premise(s): Ryde Harbour, Esplanade, Ryde, Isle of Wight, PO33 1JA

The Section Limits and Sub-limits are as shown below unless any more specific limit is shown in the policy wording or any applicable endorsement.

SECTION 1 – THIRD PARTY LIABILITY**COVERED**

The Geographical Limits are: the British Isles
Including Insured Activities undertaken outside the British Isles provided this does not exceed 21 days in duration

Section Limit £ 10,000,000

Sub-limits:

Removal of wreck £ 10,000,000

Contingent motor liability £ 1,000,000

Products supplied £ 10,000,000 in the aggregate

Pollution £ 10,000,000 in the aggregate

Excess: £ 500

Premium Adjustment

The premium for Section 1 (Third Party Liability) for the Period of Insurance 05/04/2024 to 04/04/2025 is adjustable in accordance with General Condition 12 and has been calculated at the rates shown for:

Category	Rate	Declared Turnover
Turnover	1.954%	£ 100,000

The minimum premium for this Section for the period is £ 1,954.42

The additional terms shown below are subject otherwise to the terms of this policy.

SECTION 2 – INSURED PROPERTY		COVERED
Section Limit	£ 1,425,500	
Excess:	£ 500 £ 2,500	in respect of Marina Installations
Sub-limits:		
Buildings	Location	Sub-limit
Portacabin	Ryde Harbour, PO33 1JA	£ 12,000
Car Park Groundworks and Surface	Ryde Harbour, PO33 1JA	£ 106,500
Electricity Provision on Pontoons including Meters	Ryde Harbour, PO33 1JA	£ 50,000
General Contents	Location	Sub-limit
VHF, Computers and Point of Sale Equipment	Ryde Harbour, PO33 1JA	£ 7,000
Stock		Not Covered
Marina Installations	Location	Sub-limit
Pontoons	Ryde Harbour, PO33 1JA	£ 750,000
Harbour Arm	Ryde Harbour, PO33 1JA	£ 500,000
Goods in Transit		Sub-limit
Goods in Transit		£ 1,000

The additional terms shown below are subject otherwise to the terms of this policy.

MT3104 – First Loss Sums Insured

In respect of the Harbour Arm covered under Section 2 (Insured Property) You have declared the full value of the Harbour Arm as the sum of £ 3,000,000 and the premium has been calculated accordingly.

For the purposes of this item alone the following shall be substituted for the Underinsurance Condition.

Underinsurance Condition

If at the time of Damage to any Marine Installation the actual value of such property exceeds the full value declared by You, We will not pay more than the proportion of the claim that the full value bears to the actual value of the Damaged property.

For the purposes of this condition:

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

SECTION 3 – INSURED HANDLING EQUIPMENT

NOT COVERED

SECTION 4 – BUILDERS’ RISKS

NOT COVERED

SECTION 5 – BUSINESS INTERRUPTION

NOT COVERED

SECTION 6 – VESSELS		COVERED
Section Limit	£ 3,000,000	
Excess:	£ 500	(The Excess does not apply to claims for total loss of any Insured Vessel)
Sub-limits:		
PART A	£ 3,700	
any one Ancillary Trailer	Not Covered	
PART B	£ 3,000,000	
Cover 2 (Removal of wreck)	£ 3,000,000	
Navigation Limits	Inland and coastal waters of the British Isles	
Vessel		Sub-limit
Beluga Powerboat		£ 3,700

The additional terms shown below are subject otherwise to the terms of this policy.

EMPLOYERS' LIABILITY COVER**COVERED**

The insurance provided by Employers' Liability Cover is on a costs inclusive basis whereby the costs and expenses of the claimant and the costs and expenses (incurred with Our written consent) of You or any Person Entitled to Indemnity are included within the Limit of Indemnity stated below.

COVER

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

1. Legal liability

against legal liability for:

- a) damages in respect of Bodily Injury of any Employee caused during any Period of Insurance:
 - 1) in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man or
 - 2) while temporarily outside these territories
 arising out of and in the course of employment by You in connection with the Insured Activities (including Support Services).
- b) claimant's costs and expenses in connection with 1. a) above.

2. Legal representation costs

in respect of:

- a) costs of legal representation at:
 - 1) any coroner's inquest or inquiry in respect of any death
 - 2) proceedings in any court arising out of any alleged breach of statutory duty resulting in Bodily Injury
 - b) which may be the subject of indemnity under the Employers' Liability Cover.
- all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under Cover
1. a) (Legal liability) above
- incurred with Our written consent.

EXTENSIONS**1. Unsatisfied court judgements**

In the event of a judgement for damages being obtained:

- a) by any person under a contract of service or apprenticeship with You (or their personal representatives) in respect of Bodily Injury of such person caused during any Period of Insurance and arising out of and in the course of employment by You in connection with the Insured Activities (including Support Services)
- b) against any company or individual operating from premises within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

in any court situated in the territories specified in b) above and

- c) remaining unsatisfied in whole or in part six months after the date of such judgement

at Your request We will pay to such person or their personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided that:

- 1) there is no appeal outstanding
- 2) if any payment is made under the terms of this Extension 1 (Unsatisfied court judgements) such person or their personal representatives shall assign the judgement to Us.

2. Compensation for court attendance

In the event of any of the under-mentioned persons attending court as a witness at Our request in connection with a claim in respect of which You are entitled to indemnity under the Employers' Liability Cover, We will provide compensation to You at the following rates per day for each day on which attendance is required:

- a) any of Your directors or partners: £500
- b) any person under a contract of service or apprenticeship with You: £250.

DEFINITIONS

The following expressions shall have the meaning set out below wherever they appear in the Employers' Liability Cover.

Employee

The definition of Employee is restated as follows:

- a) Any person under a contract of service or apprenticeship with You
- b) Any of the following whilst under Your direct control and/or supervision
 - 1) person hired to or borrowed by You (including those supplied by an employment agency)
 - 2) labour master
 - 3) person supplied by any person under a contract of service or apprenticeship with You
 - 4) person employed by labour only subcontractors
 - 5) person undertaking study or work experience
 - 6) person working under the Community Offender Act 1978 or similar legislation
 - 7) prospective employees being assessed by You as to their suitability for employment
 - 8) self employed person providing You with labour only and not being in partnership with You nor being Your franchisee

Limit of Indemnity

The maximum amount We will pay under the Employers' Liability Cover for any claim or series of claims arising out of any one Event

Offshore

Embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform, until disembarkation from the conveyance on to land upon return from such offshore rig or platform

EXCLUSIONS

You are not covered for any claim:

1. Radioactive contamination

for legal liability of whatsoever nature directly or indirectly caused by, or contributed to by, or arising from:

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

where such legal liability is:

- 1) that of any principal
- 2) accepted under agreement that would not have attached in the absence of such agreement.

2. Road traffic legislation

in respect of Bodily Injury for which You are required to arrange motor insurance or security in accordance with any road traffic legislation within the European Union.

3. Offshore work

in respect of work undertaken Offshore.

CONDITIONS

1. Amounts payable

The maximum amount We will pay under this Employers' Liability Cover will be the Limit of Indemnity. For the purposes of the Limit of Indemnity, all of the Persons Entitled to Indemnity under this Employers' Liability Cover shall be treated as one party or legal entity, so that there will be only two parties to the contract of insurance, namely Us and You, both as defined herein.

The Limit of Indemnity is:

- a) £ 5,000,000 any one Event for any claim arising directly or indirectly out of Terrorism
- b) £ 10,000,000 any one Event for all other claims.

Any amounts payable for the costs and expenses of the claimant and the costs and expenses (incurred by Us or with Our written consent) of any Person Entitled to Indemnity are included in the applicable Limit of Indemnity.

At Our option We may at any time pay:

- 1) the applicable Limit of Indemnity (less any sums already paid) or
- 2) any lesser amount for which the claim against You may be settled.

We will then relinquish control of such claim and have no further liability in respect thereof.

The maximum amount We will pay under this Employers' Liability Cover in respect of any one Event during any Period of Insurance irrespective of the number of Persons Entitled to Indemnity having a claim under this Policy will be the Limit of Indemnity.

2. Observance

Our liability is conditional upon observance of the terms of this Employers' Liability Cover and the General Conditions relating to anything to be done or complied with by You or any other Person Entitled to Indemnity except in so far as is necessary to comply with the requirements of any legislation enacted in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to employees.

Claim Notification

Claims Condition 1 (Notification to Us) is deleted and replaced by the following:

You must notify Us without undue delay of any claim or circumstance which may give rise to a claim.

Claims must be notified to: promise.injuryclaims@uk.rsagroup.com

When notifying any claim please quote policy number RTT208113 and provide a copy of this Schedule.

GENERAL PROVISIONS

The following provisions do not apply to the Employers' Liability Cover:

- a) General Exclusions 1 to 18.
- b) General Conditions 7 (Amounts payable) and 13 (Multiple Insureds).
- c) The Policy Limit.

MT7006 - Employers' Liability Tracing Office

Certain information relating to Your insurance policy including, without limitation, the policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office, (the ELTO) and added to an electronic database, (the Database).

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the Claimants):

- to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance policy You will be deemed to specifically consent to the use of your insurance policy data in this way and for these purposes.

Premium Adjustment

The premium for Employers' Liability Cover for the Period of Insurance 05/04/2024 to 04/04/2025 is adjustable in accordance with General Condition 12 and has been calculated at the rates shown for:

Category	Rate	Declared estimates
Clerical	0.228%	£ 20,000
Manual	0.913%	£ 48,000

The minimum premium for this Section for the period is £ 483.84

ADDITIONAL TERMS

The additional terms shown below are subject otherwise to the terms of this policy.

Communicable Disease Endorsement

- A) This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
- B) For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
- 1.1 for a Communicable Disease, or
 - 1.2 any property insured hereunder that is affected by such Communicable Disease.
- C) As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
- 1.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 1.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 1.3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
- D) This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s) but excluding Section 1 - Third Party Liability and Employers Liability Cover as detailed within the Schedule.

All other terms, conditions and exclusions of the policy remain the same.

LMA5393 25 March 2020

MT1100 – Insured Activities

The following are added to the Insured Activities shown as covered in the Schedule:
Marina operator