

Marine Trade Combined Liability Insurance Policy Wording

Introduction

Thank You for choosing Trafalgar Marine Trades for Your insurance.

This Policy is administered by Trafalgar Marine Trades and is a contract between You and Us.

This Policy is aimed at specialised, small to medium size marine and maritime businesses. It can be tailored to suit Your needs and We can provide cover for:

- Employers Liability
- Public Liability
- Products Liability

All parts of this Policy Wording, the Schedule and any Endorsement(s) should be read together as one document.

Any word or expression given a specific meaning in this Policy Wording, the Schedule or any Endorsement(s) will have the same meaning throughout the Policy unless specified otherwise.

For the purpose of this insurance, offshore is deemed to be the period beginning when a Person Employed embarks onto a conveyance at the point of final departure to an offshore rig or offshore platform, and ending at such time as they disembark from the conveyance onto land upon their return.

All terms in the Definitions, General Conditions and General Exclusions Sections of this Policy (the General Terms) will apply to all Sections, Extensions and Endorsements in addition to any special terms contained within the Sections, Extensions and Endorsements (the Special Terms). Where any Special Terms are inconsistent with the General Terms, the Special Terms will apply in preference.

In consideration of the payment of the insurance premium shown in the Schedule, We agree to provide cover for Loss or Damage or liability occurring in connection with the Business during the Period of Insurance, or any subsequent period for which We agree to accept the payment of premium.

Your Schedule will confirm which sections of cover are operative.

Please keep this Policy in a safe place - You may need to refer to it if You have to make a claim.

Authorised Signatory

James King - Class Underwriter

For and on behalf of Crispin Speers & Partners Limited t/a Trafalgar Marine Trades

Regulatory Information

- Catlin Underwriting Agencies Limited is the managing agent of Syndicate 2003, the lead Lloyd's syndicate.

Catlin Underwriting Agencies Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 204848).

Registered Office 20 Gracechurch Street, London, EC3V 0BG.

Registered in England Number 1815126.

You can check this out on the FCA's website at www.fca.org.uk which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768.

- Crispin Speers & Partners Ltd. (trading as Trafalgar Marine Trades) is authorised and regulated by the Financial Conduct Authority (FCA) with registration number 311507. Crispin Speers & Partners Ltd, Registered in England No. 1960404. Registered Office: St Clare House, 30-33 Minories, London EC3N 1PE

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

Accessibility

Upon request Trafalgar Marine Trades can provide Braille, audio or large print versions of the Policy and the associated documentation. If You require an alternative format You should contact Your broker through whom this Policy was arranged.

Definitions

The following words and phrases are applicable to the whole Policy and all extensions wherever they appear starting with a capital letter (except where expressly indicated otherwise).

Act of Terrorism means: an act including the threat and/or the use of violence of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

Business means: Your business specified in the Schedule conducted at or from premises in the Insured Territories and includes:

- a) the ownership, repair and maintenance of Your own property; and
- b) the provision and management of canteen, social, sports, first aid, firefighting and welfare organisations for the benefit of any Person Employed.

Defence Costs means: costs, fees and expenses incurred by You with Our prior written consent to defend a criminal trial in the courts of England or Wales.

Endorsement(s) means: an amendment to the terms of this Policy, issued by Us and expressly intended to form part of this Policy.

Excess means: the amount of Your retained liability as stated in the Schedule.

Injury means: the death, bodily injury, illness or disease of or to any person.

Insured Territories means: territories listed in the Schedule.

Limit of Liability means: the maximum amount that We will pay under this Policy as stated in the Schedule.

Liquidated Damages means: a fixed sum, as agreed by the parties to a contract, which becomes payable in the event of breach of contract.

Loss or Damage means: the accidental loss of or accidental damage to tangible property.

Occurrence means: an accident including continuous or repeated exposure to substantially the same general conditions which results in Injury or Loss or Damage neither expected nor intended by You.

Period of Insurance means: the Period of Insurance stated in Your Schedule.

Person Employed means:

- a) person under a contract of service or apprenticeship with You;
- b) a self-employed person working for You and under Your control;
- c) a person hired or borrowed by You;
- d) a person under a work experience or youth training scheme with You;
- e) a labour master and persons supplied by that labour master; and
- f) labour only sub-contractors,

whilst working for You in connection with the Business.

Policy means: this Policy Wording, the Schedule and any Endorsement(s) or other documentation expressly incorporated into this Policy.

Product means: any tangible property, after it has left Your custody or control, which has been designed, specified, formulated, manufactured, constructed, installed, erected, sold, hired out, supplied, distributed, treated, processed, serviced, altered or repaired by or on Your behalf in connection with the Business.

Punitive or Exemplary Damages means: additional damages awarded in excess of a claimant's loss.

Schedule means: the Policy Schedule which sets out the details specific to You.

Temporary Visit means: a visit lasting no longer than ninety consecutive days.

You/ Your/ Insured means:

- a) the person, persons or corporate body named in the Schedule; and
- b) Your subsidiary companies notified to and accepted in writing by Us.

We/ Our/ Us means: Certain Underwriters at Lloyd's stated in the Schedule

Section A - Employers Liability

Cover

We will cover You against Your legal liability to pay compensatory damages (including claimant costs, fees and expenses) for Injury to any Person Employed where such Injury arises out of and is sustained in the course of employment by You and occurs during the Period of Insurance within:

- a) the Insured Territories; or
- b) anywhere else in the world in respect of Temporary Visits by Persons Employed who are normally resident in the Insured Territories,

Provided that the action for damages is brought against You in a court of law in the Insured Territories.

We will also pay Defence Costs in the defence or settlement of any claim under this Section.

Limit of Liability

Our liability will not exceed the Limit of Liability in respect of any one claim or series of claims against You arising out of any one Occurrence.

The Limit of Liability includes Defence Costs.

Employer's Liability Compulsory Insurance Clause

The cover granted by this Section is considered to be in accordance with the provisions of any law enacted in the Insured Territories relating to compulsory insurance of liability to Persons Employed.

If We have paid any sum which would not have been paid but for the provisions of such law then You must, within 14 days, repay such sum to Us.

Exclusions

This Section does not cover liability:

- a) For which road traffic legislation requires compulsory insurance or security.
- b) For any amount payable under any workman's compensation, social security or health insurance legislation or similar legislation or any medical and/or repatriation costs.

Employers' Liability Tracing Office Notice

Certain information relating to your insurance Policy, namely:

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

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

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

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

Section B - Public Liability

Cover

We will cover You against Your legal liability to pay compensatory damages (including claimant costs fees and expenses), for accidental Injury and/or Loss or Damage occurring during the Period of Insurance in connection with the Business within:

- a) the Insured Territories; or
- b) anywhere else in the world in respect of Temporary Visits by Persons Employed who are normally resident in the Insured Territories,

Provided that the action for damages is brought against You in a court of law in the Insured Territories.

We will also pay Defence Costs in the defence or settlement of any claim under this Section.

Limit of Liability

Our liability will not exceed the Limit of Liability in respect of any one claim or series of claims against You arising out of any one Occurrence.

Defence Costs are payable in addition to the Limit of Liability.

The cover under this Section includes, but is not limited to, Your legal liability to pay compensatory damages (including claimant costs fees and expenses) for:

- a) accidental Injury and/or Loss or Damage arising from any attempted or actual raising or removal of wreck, foul berthing and any subsequent loss of use to any vessels and their equipment, cargo, freight or other interest on board the property of others whilst in Your care, custody or control;
- b) Loss or Damage to property belonging to others in Your care, custody or control.

Extensions

- a) Defective Premises Act

We will cover You against Your legal liability to pay compensatory damages (including claimant costs fees and expenses) for accidental Injury and/or Loss or Damage occurring during the Period of Insurance under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, in connection with premises which have been disposed of by You and prior to such disposal, were owned by You in connection with the Business.

Provided always that We will not be liable under this Extension:

- i) for the cost of remedying any defect or alleged defect in the said premises disposed of; or
- ii) in respect of liability more specifically Insured under any other insurance.

This Extension forms part of the Limit of Liability.

- b) Overseas Personal Liability

We will cover You and any Person Employed and Your directors and partners (including their family or persons normally resident with them) against legal liability for accidental Injury or Loss or Damage occurring during the Period of Insurance incurred in a personal capacity whilst on a Temporary Visit outside the Insured Territories in connection with the Business.

Provided always that We will not be liable under this Extension:

- i) For accidental Injury or Loss or Damage arising out of the ownership or occupation of land or

- buildings; or
- ii) where cover is provided by any other insurance.

This Extension forms part of the Limit of Liability.

c) Consumer Protection Act and Food Safety Act

We will cover You in respect of:

- i) the costs of prosecution awarded; and,
- ii) legal fees and expenses incurred with Our prior written consent, in the defence of criminal proceedings brought against or in an appeal against conviction of You and any of Your directors or Persons Employed in respect of breach of Part II of the Consumer Protection Act 1987 or of Part II of the Food Safety Act 1990, provided the proceedings relate to an offence committed or alleged to have been committed during the Period of Insurance and in the course of the Business and in connection with a claim which may form the subject of cover under this Policy.

The cover will not apply:

- i) to fines or penalties of any kind;
- ii) where cover is provided by any other insurance; or,
- iii) in respect of proceedings as a result of any deliberate act or omission. This

Extension forms part of the Limit of Liability.

Exclusions

This Section does not cover liability for claim(s):

- a) Within the scope of cover set out in Sections A and C, whether or not such Sections are in force or cover is excluded.
- b) For Injury or Loss or Damage arising out of or in connection with any Product.
- c) Arising out of the ownership, possession or use by You or on behalf of You or any person or party entitled to cover, of any motor vehicle or trailer for which compulsory insurance or security is required by legislation, other than claims:
 - i) caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer in circumstances where compulsory insurance or security is not required by any road traffic legislation;
 - ii) arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer, except where cover is provided by any motor insurance contract; or
 - iii) arising from any motor vehicle or trailer temporarily in Your custody or control for the purpose of parking, except liability for which compulsory insurance or security is required by legislation governing the use of any motor vehicle or trailer.
- d) Arising out of the ownership, possession or use by or on behalf of You of any aircraft.
- e) For Loss or Damage to property owned, leased to, hired by, under hire purchase, on loan to or held in trust by You.
- f) Arising out of the deliberate, conscious or intentional disregard by Your technical or administrative management of the need to take all reasonable steps to prevent Injury or Loss or

Damage.

- g) Arising out of Liquidated Damages clauses, penalty clauses or performance warranties unless that liability would have attached in the absence of such clauses or warranties.
- h) Arising out of pollution or contamination of the atmosphere or of any water land, buildings or other tangible property, except to the extent that it can be proved that such pollution or contamination:
 - i) was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the Period of Insurance;
 - ii) the Occurrence became known to You within 72 hours after its commencement and was reported to Us within 30 days after becoming known to You; and
 - iii) was not the direct result of Your failure to take reasonable precautions to prevent such pollution or contamination,Provided always that Our total liability to pay compensation and claimants' costs fees and expenses for such pollution or contamination will not exceed the sum stated in the Schedule in the aggregate in respect of the Period of Insurance and that all such pollution or contamination which arises out of one incident will be considered for the purposes of this Policy to have occurred at the time such incident takes place.
- i) Caused by, happening through, as a result of or in any way connected with war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- j) Arising out of or in any way connected with or relating to:
 - i) the recognition, interpretation, failure to recognise or interpret the calculation, comparison, differentiation, sequencing or processing of data involving one or more dates or times by any computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment whether Your property or not; or
 - ii) any change, alteration, correction or modification involving one or more dates or times to any such computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment whether Your property or not.This exclusion applies regardless of any other cause which contributes concurrently or in any sequence to any Loss or Damage, expense liability or claim.
- k) Arising from or caused by design, formula, specification, technical or professional service or advice given by You for a fee or in circumstances where a fee would normally be charged or by anyone acting on Your behalf.
- l) Arising in respect of liability for any monetary loss unaccompanied by Injury or Loss or Damage.
- m) Financial Loss.
- n) Arising under a contract or agreement but which would not have arisen in the absence of such contract or agreement.
- o) Arising in respect of liability for Loss or Damage caused by, resulting from, arising from, relating to or in any way connected with Your use of or reliance upon or sale or supply of any computer, hardware or related information, technology or communication system, any computer software, internet or intranet website or similar facility, system or network and/or any electronic data or related information, provided that this clause will not exclude claims for Injury caused by an accident involving physical contact with computer hardware.

- p) Arising in respect of any judgement, award or settlement made within countries which operate under the laws of the United States of America or Canada (or any order made anywhere in the world to enforce such judgment, award or settlement either in whole or in part).
- q) Arising from Injury to any Person Employed where such Injury arises out of and in the course of Your employment of any Person Employed.
- r) For any award of Punitive or Exemplary Damages whether as fines, penalties, multiplications or compensatory awards or damages or in any other form.

Section C - Products Liability

Cover

We will cover You against Your legal liability to pay compensatory damages (including claimant costs, fees and expenses) for accidental Injury and/or Loss or Damage occurring after the retroactive date stated in the Policy Schedule and prior to the expiry of this Policy, but only against claims arising out of or in connection with any Product.

We will also pay Defence Costs in the defence or settlement of any claim under this Section.

Limit of Liability

Our liability will not exceed the Limit of Liability in respect of any one claim or series of claims against You arising out of any one Occurrence.

Defence Costs are payable in addition to the Limit of Liability.

Exclusions

This Section does not cover liability for any claim(s):

- a) Within the scope of cover set out in Sections A and B, whether or not such Sections are in force or cover is excluded.
- b) For costs incurred in the repair, reconditioning or replacement of any Product or Product part which is alleged to be defective.
- c) Arising out of the recall of any Product or Product part.
- d) Arising out of any Product which, with Your knowledge, is intended for incorporation into the structure, machinery or controls of any aircraft or other aerial device.
- e) Arising out of any Product which You know, or should reasonably know, is to be delivered or used in the United States of America or Canada or any territory which operates under the laws of the United States of America or Canada, unless you have expressly requested that there will be no such limitation and have accepted the terms offered by Us in granting such cover. Such cover will be limited to that expressly provided for in any Endorsement(s).
- f) Arising out of the failure of any Product or Product part to fulfil the purpose for which it was intended, unless due to an unintended and unexpected defect in the manufacture and/or assembly of such Product or Product part.
- g) Arising from Damage to the Product or any Product part.
- h) Arising from circumstances known to You prior to the commencement of the Period of Insurance.
- i) Unless the Occurrence is discovered and reported to Us in writing during the Period of Insurance or within 6 months from the expiry date of the Period of Insurance.
- j) Arising out of the deliberate, conscious or intentional disregard by Your technical or administrative management of the need to take all reasonable steps to prevent Injury or Loss or Damage.
- k) Arising out of Liquidated Damages clauses, penalty clauses or performance warranties unless liability would have attached in the absence of such clauses or warranties.

- l) Arising out of pollution or contamination of the atmosphere or of any water land, Buildings or other tangible property, except to the extent that it can be proved that such pollution or contamination:
 - i) was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the Period of Insurance;
 - ii) the Occurrence became known to You within 72 hours after its commencement and was reported to Us within 30 days after becoming known to You; and
 - iii) was not the direct result of your failing to take reasonable precautions to prevent such pollution or contamination,

Provided always that Our total liability to pay compensation and claimants' costs fees and expenses for such pollution or contamination will not exceed the sum stated in the Schedule in the aggregate in respect of the Period of Insurance and that all such pollution or contamination which arises out of one incident will be considered for the purposes of this Policy to have occurred at the time such incident takes place.

- m) Caused by, happening through, as a result of or in any way connected with war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- n) Arising out of or in any way connected with or relating to:
 - i) the recognition, interpretation, failure to recognise or interpret the calculation, comparison, differentiation, sequencing or processing of data involving one or more dates or times by any computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment whether Your property or not; or
 - ii) any change, alteration, correction or modification involving one or more dates or times to any such computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment whether Your property or not.

This exclusion applies regardless of any other cause which contributes concurrently or in any sequence to any Loss or Damage, expense liability or claim.

- o) Arising from or caused by design, formula, specification, technical or professional service or advice given by You for a fee or in circumstances where a fee would normally be charged or by anyone acting on Your behalf.
- p) Arising in respect of liability for Financial Loss.
- q) Arising under a contract or agreement but which would not have arisen in the absence of such contract or agreement.
- r) Arising in respect of liability for loss caused by, resulting from, arising from, relating to or in any way connected with Your use of or reliance upon or sale or supply of any computer, hardware or related information, technology or communication system, any computer software, internet or intranet website or similar facility, system or network and/or any electronic data or related information, provided that this clause will not exclude claims for Injury caused by an accident involving physical contact with computer hardware.

- s) Arising in respect of any judgement, award or settlement made within countries which operate under the laws of the United States of America or Canada (or any order made anywhere in the world to enforce such judgment, award or settlement either in whole or in part).
- t) Arising from Injury to any Person Employed where such Injury arises out of and in the course of Your employment of any Person Employed.
- u) For any award of Punitive or Exemplary Damages whether as fines, penalties, multiplications or compensatory awards or damages or in any other form.

Section D - Policy Extensions

Compensation for Court Attendance

In the event that a Person Employed or a director or partner attends court as a witness at Our request in connection with a valid claim under this Policy, We will provide compensation to You at the following rates for each day on which their attendance is required:

- a) a director or partner: GBP 250 per day
- b) a. Person Employed: GBP 150 per day

Provided that Our total liability under this Extension during any one Period of Insurance will not exceed GBP 5,000.

Liability to Others

If requested by You and expressly agreed by Us by Endorsement, We will extend the cover provided under each section of the Policy to:

- a) Persons Employed, officers, directors and partners in respect of the proper performance of their obligations in respect of the Business;
- b) the officers, committee and members of Your canteen, social, sports, first aid firefighting and welfare organisations in their respective capacity as such;
- c) any person or firm arising out of the performance of a contract with You comprising of the provision of labour only;
- d) any principal for legal liability in respect of which You would have been entitled to reimbursement under this Policy if the claim had been made against You arising out of work carried out by You under a contract or agreement; and
- e) the personal representatives of any person or party covered by reason of this Extension in respect of legal liability incurred by such person.

Provided always that:

- f) all such persons or parties observe, fulfil and be subject to the terms conditions and exclusions of this Policy as though they were You; and
- g) Our liability under this Extension will in no way operate to increase the applicable Limit of Liability or any other limit regardless of the number of parties claiming reimbursement.

Criminal Prosecution Costs and Inquests

Defence Costs are extended to include:

- a) the costs of prosecution awarded against You and legal fees and expenses incurred with Our prior written consent in the defence of any investigation or prosecution against You for actual or alleged:
 - i) offences under Part I of the Health & Safety at Work etc Act 1974; and/or

- ii) corporate manslaughter or corporate homicide against You or any other person Insured by this Policy under the Corporate Manslaughter and Corporate Homicide Act 2007,

Provided that We will not be liable for any fines or penalties imposed as a consequence of such prosecution or for any costs, fees and/or other expenses incurred by or on behalf of You or any other person Insured by this Policy in complying with a publicity and/or remedial order made under the Corporate Manslaughter and Corporate Homicide Act 2007.

It is further provided that the total sum payable in respect of corporate manslaughter and corporate homicide in ii) above will not exceed GBP 1,000,000 in total for all such claims during the Period of Insurance;

- b) legal fees and expenses incurred with Our prior written consent for Your representation at any Coroner's Inquest or Fatal Accident Inquiry; and,
legal fees and expenses incurred with Our prior written consent for Your defence at any proceedings in a Court of Summary Jurisdiction in respect of Injury or Loss or Damage which may form the subject of cover under each respective Section of this Policy, in respect of Injury or Damage which may form the subject of cover under each respective Section of this Policy.

General Conditions

a) Duty of Fair Presentation

In deciding to accept this insurance and in setting the terms and premium, We have relied on the information provided by You. You must ensure that all information is accurate and complete and that You make a fair presentation of the risk in accordance the Insurance Act 2015.

In order to make a fair presentation of the risk You must:

- disclose every material circumstance which You know or ought to know or, failing that, provide sufficient information to put Us on notice that We need to make further enquiries. A material circumstance is a matter that would influence the judgement of a prudent underwriter as to whether to accept the risk and the terms they apply to the insurance;
- the information provided must be presented in a clear and accessible way; and
- the information provided must be substantially correct and any expectation or belief made in good faith.

For the purpose of the above, You are expected to know the following:

- If You are an individual, what is known to You and anybody who is responsible for arranging Your insurance.
- If You are not an individual, what is known to anybody who is part of Your senior management or anybody who is responsible for arranging Your insurance.
- Whether you are an individual or not, what should reasonable have been revealed by a reasonable search of the information available to You. The information may be held within Your organisation or by any third party, including, but not limited to, subsidiaries, affiliates, the broker or any person who will be covered under this insurance. If You are insuring subsidiaries, affiliates or other parties, We expect that You will have included them in Your enquiries and that You will inform Us if you have not done so. The reasonable search may be conducted by making enquiries or by any other means.

If We establish that You breached Your duty to make a fair presentation of the risk and this was deliberate or reckless, We may treat this contract as if it had never existed, refuse to pay all claims and need not return any of the premiums paid.

If We establish that You breached Your duty to make a fair presentation of the risk and this was not deliberate or reckless:

- If We would not have entered into the contract at all, We will treat this contract as if it had never existed and refuse to pay all claims, but must return the premiums paid.
- If We would have entered into this contract but on different terms (other than terms relating to the premium), We will treat the contract as if it had been entered into on those different terms from the outset.
- If We would have entered into the contract but would have charged a higher premium, We may reduce the amount we pay for a claim (and if applicable, the amount already paid on prior claims) by the proportion of the underpaid premium. For example, if the premium would have been 25% higher based on the correct terms, a claim payment will be reduced by 25%.
- We may cancel Your insurance in accordance with the cancellation condition contained in this Policy Wording.

b) Change in Circumstances

You must tell Us as soon as practicably possible of any change in the information You have

provided to Us which happens before or during any Period of Insurance.

When We are notified of a change We will tell You if this affects this Policy. For example We may cancel this Policy in accordance with the Cancellation Clause, amend the terms of this Policy or require You to pay more for Your insurance. If You do not inform Us about a change it may affect any claim You makes or could result in this insurance being invalid.

c) **Due Observance**

Observance of the terms of this Policy relating to anything to be done or complied by You is an important condition (whether or not expressly described as such) to Our liability, except to comply with the requirements of any legislation enacted in the Insured Territories relating to compulsory insurance of legal liability to any Person Employed. In the event of breach of this condition, We shall have no liability under this Policy, unless You show that non-compliance with this condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

e) **Reasonable Care**

It is important that You will:

- i) at Your own expense, take all reasonable precautions to prevent Injury or Loss or Damage to Property Insured and third party property, and the sale or supply of Products which are defective in any way, and cease any activity which may give rise to liability under this Policy;
- ii) cease any activity that has given rise to Injury or Loss or Damage which could reasonably be expected to give rise to further injury or Loss or Damage.
- iii) exercise care in the selection and supervision of Persons Employed;
- iv) as soon as practicably possible after discovery cause any defect or danger to be made good or remedied and in the meantime, take additional precautions as the circumstances require; and,
- v) comply with all statutory requirements and other safety regulations imposed by any government or regulatory authority.

In the event of breach any of the above conditions, We shall have no liability under this Policy, unless You show that non-compliance with those conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

f) **Cancellation**

Your Rights

If You wish to cancel this Policy and cover has not yet commenced, You will be entitled to a full refund of the premium paid.

To cancel, please contact Your broker.

Our Right to Cancel

We are entitled to cancel this Policy, if there is a valid reason to do so, including for example:

- (i) any failure by the Insured to pay the premium; or
- (ii) a change in risk which means the Insurer can no longer provide the Insured with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation the Insurer requests, such as details of a claim;

by giving You thirty (30) days' notice in writing. Any return of premium due to You will be calculated at a proportional daily rate depending on how long the Policy has been in force unless You have made a claim in which case the full annual premium is due.

g) Premium Payment

It is important that all premiums due to Us under this Policy will be paid within sixty (60) days of the Policy start date (the Premium Due Date).

If the premiums due are not paid by Midnight on the Premium Due Date, this insurance will be cancelled in accordance with the Cancellation Clause. In the event of breach of this condition, We shall have no liability under this Policy.

h) Other Insurances

If at the time of any Injury or Loss or Damage there is any other insurance effected by or on behalf of You which covers the same incident, We will only provide reimbursement in excess of the maximum amount payable under the other insurance (subject to the Limit of Liability applicable to this Policy).

i) Discharge of Liability

We may, at any time, pay the Limit of Liability or any other applicable limit (after the deduction of any sums already paid), or any lesser amount for which a claim can be settled, and will be under no further liability except for the payment of Defence Costs incurred prior to the date of such payment, provided that the Limit of Liability so allows.

j) Cross Liabilities

Where there is more than one party named in the Schedule as 'the Insured, this Policy will apply separately to each such Insured in the same manner and to the same extent as if a separate policy had been issued to each Insured, and We agree to waive all rights of subrogation against any of these parties.

Provided that the total amount payable in respect of all such parties does not in total exceed the applicable Limit of Liability or any other limit.

k) Excess

We will not be liable for the amount of the Excess stated in the Schedule in respect of the first amount of each and every claim.

l) Adjustment of Premium

If the premium for the Policy has been calculated on estimates given by You, You must keep an accurate record containing all relevant particulars which will be made available to Us for inspection.

As soon as practicably possible after the expiry of each Period of Insurance You must supply to Us an accurate statement in the form required so that the premium for that period can be calculated and the difference paid by or reimbursed to You.

Should You fail to supply such a statement as soon as practicably possible after the expiry of the Period of Insurance, We may be entitled to charge an additional premium in respect of that Period of Insurance.

m) Privacy Notice

Trafalgar Marine Trades values its relationship with You. Protecting the privacy of Your

Admin & Advisory Page 17 of 4

personal information is of great importance to Trafalgar Marine Trades. Trafalgar Marine Trades wants You to understand how and why Trafalgar Marine Trades collects personal information about You, how Trafalgar Marine Trades uses it, Your rights regarding this information, the conditions under which Trafalgar Marine Trades may disclose it to others and how Trafalgar Marine Trades keeps it secure.

What type of information does Trafalgar Marine Trades collect about You?

The personal information Trafalgar Marine Trades collects about You may include:

- Name, address, phone number, email
- Gender
- Marital status
- Date and place of birth
- Government identification numbers (National Insurance, Social Security, Passport, Tax, Driver's Licence)
- Family information
- Banking information
- Health information / medical history
- Criminal history
- Credit history and credit score
- Claim /Policy Numbers

How does Trafalgar Marine Trades collect information about You?

Trafalgar Marine Trades primarily collects personal information from You or Your representative through the Policy application process. However, Trafalgar Marine Trades may also collect information about You from Your family members or employer credit reference agencies, anti-fraud databases, sanctions list, relevant government agencies, and those who may be involved in a claim - claimants, witnesses, experts, adjusters, and others.

Why is Trafalgar Marine Trades collecting Your personal information?

Trafalgar Marine Trades may collect Your personal information for the following purposes:

- Account setup, including background checks
- Evaluating risks to be covered
- Risk modelling and underwriting
- Customer service communications
- Payments to/ from individuals
- Managing insurance or reinsurance claims
- Defending or prosecuting legal claims
- Investigating or prosecuting fraud
- Complying with legal or regulatory obligations
- Direct marketing activities

Where does Your information go?

Trafalgar Marine Trades may need to transfer Your personal information to its affiliates, agents or contractors, which are located outside of the European Economic Area (EEA). Trafalgar Marine Trades will continue to protect any transferred personal information in keeping with all applicable privacy requirements. For more information, please contact the Data Protection Officer.

How long does Trafalgar Marine Trades keep Your information?

Trafalgar Marine Trades will keep Your personal information only so long as is necessary to provide service to You under Your Policy. Specifically, Trafalgar Marine Trades will keep Your information for so long as a claim may be brought under the Policy, or where Trafalgar Marine Trades is required to keep Your personal information to satisfy legal or regulatory obligations.

Your Rights

Under certain circumstances, You have the right:

- To receive a copy of the personal information Trafalgar Marine Trades has collected from You
- To receive further details of the use Trafalgar Marine Trades makes of Your information
- To update or correct the personal information Trafalgar Marine Trades holds about You
- To require Trafalgar Marine Trades to delete any personal information Trafalgar Marine Trades no longer has a lawful purpose to use
- To restrict Trafalgar Marine Trades' use of Your personal information
- If You are not satisfied with Trafalgar Marine Trades' use of Your personal information, to file a complaint with the appropriate supervisory authority.

There are specific conditions where Trafalgar Marine Trades may need to restrict the rights described above, in order to safeguard the public interest (e.g. the prevention or detection of crime) or its interests (e.g. to maintain legal privilege).

How to Contact the Coverholder:

Crispin Speers & Partners Ltd
Trafalgar Marine Trades (a trading name of Crispin Speers & Partners Ltd.)
St Clare House
30-33 Minories
London
United Kingdom
EC3N 1PE

Tel : 020 7977 5700
Fax: 020 7702 9276
E-mail: cspcomplaints@cspinsurance.com

For more information on how Catlin Underwriting Agencies Limited uses Your personal information, please contact: legalcompliance@axaxl.com. For more information how Catlin Underwriting Agencies Limited processes Your personal information, please see its full privacy notice at: <https://axaxl.com/privacy-and-cookies>.

n) The Contract (Rights of Third Parties) Act 1999

No rights to enforce any term of this Policy under the Contracts (Rights of Third Parties) Act 1999 are given to any person who is not a party to this Policy but this does not affect any right or remedy of any such person that arises apart from that Act.

o) Governing Law and Jurisdiction

Unless specifically agreed to the contrary this Policy will be governed by the laws of England and subject to the exclusive jurisdiction of the courts of England and Wales.

The language of this contract of insurance and all communications relating to it will be in English.

p) Sanctions

We will not be deemed to provide cover and will not be liable to pay any claim or provide any benefit under the Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

General Exclusions

This Policy does not cover liability caused by, arising or resulting from:

- a) Nuclear reaction, nuclear explosion, nuclear radiation or radioactive contamination, however such reaction, explosion, radiation or contamination may have been caused.

Provided that in respect of claims arising out of Injury which form the subject of cover under Section A - Employers Liability, this Exclusion will only apply to liability:

- i) of any party to whom cover is granted under clause d) of the Policy Extension Liability to Others'; and/or
 - ii) assumed by You by agreement which would not have attached in the absence of such agreement.
- b) Injury or Loss or Damage, or cost or expense of any nature, caused by, resulting from or in any way connected with or relating to any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This Exclusion also excludes Injury or Loss or Damage, or cost or expense of any nature, caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

In respect of Section A - Employers Liability, this Exclusion will only apply in excess of GBP 5,000,000 for any one claim or series of claims against You arising out of one Occurrence (inclusive of Defence Costs).

- c) Asbestos or asbestos fibres, including for example, Injury or Loss or Damage caused by or in any way connected with asbestos or asbestos fibres, or any commodity, article or thing containing asbestos or asbestos fibres, or the cost of removing, nullifying or cleaning up asbestos fibres or any commodity, article or thing containing asbestos or asbestos fibres.

In respect of Section A - Employers Liability this Exclusion will only apply in excess of GBP 5,000,000 for any one claim or series of claims against You arising out of one Occurrence (inclusive of Defence Costs).

Claims

a) Claims Procedure

- i) You must give notice in writing to: The Claims Department, Crispin Speers & Partners Ltd, t/a Trafalgar Marine Trades, St Clare House, 30-33 Minories, London, United Kingdom, EC3N 1PE of any Injury or Loss or Damage, or any circumstances, Occurrences, incidents or proceedings that may be subject to cover under this Policy, as soon as practicably possible after You or Your representative has knowledge of any such event.
- ii) You must send Us through as soon as practicably possible, unanswered, every letter, court order, summons or other legal document received.
- iii) You must not admit liability for or negotiate the settlement of any claim without Our prior written consent.
- iv) We will be entitled to conduct, in Your name, the defence or settlement of any claim or to prosecute, for Our own benefit, any claim for cover or damages or otherwise and will have full discretion in the conduct of any proceedings and in the settlement of any claim.
- v) You must give all such information and assistance as We may require.

b) Fraud

If You, or anyone acting for the Insured, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, We:

- (A) will not be liable to pay the claim; and
- (B) may recover from the Insured any sums paid by the Underwriters to the Insured in respect of the claim; and
- (C) may by notice to the Insured treat this Policy as having been terminated with effect from the time of the fraudulent act.

If You exercises Your right under (C) above:

- (i) We shall not be liable to You in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to its liability under this Policy (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and.
- (ii) We need not return any of the premium paid.

c) Subrogation

If any payment is made under this Policy and there is available to Us, any of Your rights of recovery against any other party, then We maintain all such rights of recovery.

We will not exercise those rights against any past, present or future Person Employed, director or partner of the company named as the Insured in the Schedule, or any subsidiary, unless such payment is in respect of any wilful, malicious or dishonest acts or omissions.

At Our request, You will bring proceedings to transfer those rights to Us. You shall provide all such practicable assistance as We may require. You must do nothing to impair any rights of recovery.

Any recovery will be applied as follows:

- i) First, to Us, up to the amount of Our payment under this Policy.
- ii) Second, to You, any recovery of the Excess or other amount paid as compensation or

costs and expenses.

Policyholder Complaints

We aim to provide You with a high standard of service at all times, although We appreciate that there may be occasions where You feel it is necessary to make a complaint.

If You have any questions or concerns about the Policy or the handling of a claim please contact Your broker through whom this Policy was arranged.

If You wish to make a complaint You can do so at any time by referring the matter to:

Complaints Department
XL Catlin Services SE
20 Gracechurch Street
London
EC3V 0BG
E-mail: axaxlukcomplaints@axaxl.com
Telephone Number: +44 (0) 20 7743 8487

XL Catlin Services SE acts on Our behalf in the administration of complaints.

If You remain dissatisfied after the Complaints Department has considered Your complaint, it may be possible in certain circumstances to refer the complaint to Lloyd's. Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at www.lloyds.com/complaints and are also available from Catlin Underwriting Agencies Limited at the above address or from Lloyd's at:

Lloyd's Complaints
One Lime Street
London
EC3M 7HA
Telephone Number: +44 (0)20 7327 5693
Email: complaints@lloyds.com

If You remain dissatisfied after Lloyd's has considered Your complaint, or You have not received a decision by the time XL Catlin Services SE and Lloyd's have taken eight (8) weeks overall to consider Your complaint, You can refer Your complaint to the Financial Ombudsman Service at:
Exchange Tower, London, E14 9SR
Email: complaint.info@financial-ombudsman.org.uk

Telephone Number:

From within the United Kingdom

0800 0234 567 calls to this number are free on mobiles and landlines

0300 1239 123 calls to this number costs no more than calls to 01 and 02 numbers

From outside the United Kingdom

+44(0)20 7964 0500

Fax Number: +44(0)20 7964 1001

Text Number: 07860 027 586 Call Back Service

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

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. The ADR scheme for Catlin Underwriting Agencies

Limited is the Financial Ombudsman Service, which can be contacted directly using the contact details above. For more information about ODR please visit <http://ec.europa.eu/odr>

This complaints procedure does not affect Your right to take legal action.

Guarantee Scheme

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if We are unable to meet Our obligations under this policy. If You are entitled to compensation under the Scheme, the level and extent of the compensation will depend on the nature of this policy. Further information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, GL17 1DY) and on their website: www.fscs.org.uk.