

SANDPIPER MARINE TRADE COMMERCIAL COMBINED SCHEDULE

UMR NUMBER: B1229EVERARD23

**CLIENT
REFERENCE:** B1229JHLT230413

THE INSURED: Saltash Town Council

**BUSINESS
DESCRIPTION:** Pontoon Moorings

CORRESPONDENCE ADDRESS: The Guidhall
12 Lower Fore Street
Saltash
Cornwall
PL12 6JX

RISK ADDRESS: A) Saltash Mooring Pontoon, Waterfront, Saltash, Cornwall, PL12 6BJ

PERIOD OF INSURANCE: **From: 14th December 2023**
To: 13th December 2024
(Both Days Inclusive) GMT and for such further period
or Periods as may be mutually agreed upon.

**GROSS ANNUAL
PREMIUM:** £1,883.43

**PLUS INSURANCE
PREMIUM TAX:** £226.01

**BROKER
ADMINISTRATION
FEE:** £25.00

**TOTAL ANNUAL
PREMIUM:** £2,134.44

**TAXES PAYABLE
BY INSURED AND
ADMINISTERED BY
INSURERS:** 12 % Insurance Premium Tax (UK) on the Premium

PAYMENT TERMS: To be paid to Underwriters within 60 days of Inception. Non-receipt by Underwriters of such premium by midnight of the premium due date shall render this Insurance Policy void with effect from Inception.

POLICY FORM: Axis MTrade CC Wording 2021



Broker at **LLOYD'S**

STANDARD POLICY CONDITIONS: As per '**Standard Policy Conditions**' attached

CONDITIONS PRECEDENT: As per '**Conditions Precedent**' attached and as per wording

ENDORSEMENTS: As per '**Endorsements**' attached

WARRANTIES: As per '**Warranties**' attached

NOTICES TO THE INSURED: As per '**Notices to the Insured**' attached

CLAIMS HISTORY: None
As prepared by Everard Insurance Brokers

INFORMATION: To be read in conjunction with Everards Wholesale Presentation of Terms.

SUBJECTIVITIES: None.

INSURERS: 100% Axis Syndicate 1686 at Lloyd's

ISSUED BY: James Hallam Limited t/a Everard Insurance Brokers
10th Floor, 2 Minster Court, London, EC3R 7BB, United Kingdom

Issued in accordance with the authority granted to the undersigned by those **Insurers** subscribing to this insurance (Authorised Insurers) on the date shown. This insurance is subject to the terms and conditions included in the certificate wording, plus any endorsements or extensions shown attached.

**For and on behalf of
Syndicate 1686 at Lloyd's**



Broker at **LLOYD'S**

SECTION A(1) – EMPLOYERS LIABILITY

Not Operative

SECTIONS B(1) & C(1) – PUBLIC & PRODUCTS LIABILITY

Operative

Limit of Indemnity

£10,000,000

Estimated Annual Turnover Category

UK

£ 50,000

Europe

£ 0

USA/Canada

£ 0

Rest of the World

£ 0

Total Turnover

£ 50,000

Liability from hire of plant or cranes under contracts on CPA or similar

No

Specified power operated lifts, hoists and cranes operated at the premises or unlicensed road vehicles and mobile plant

No

Excess:

£500



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SECTION D(1) – PROPERTY AT THE INSURED PREMISES
Operative

Insured Property	Saltash Mooring Pontoon, Waterfront, Saltash, Cornwall, PL12 6BJ		
Description	Premises	Basis of Settlement	Sum Insured
Building including landlords fixtures and fittings -	A	Reinstatement	£ 0
Debris Removal	A	Reinstatement	£ 0
Tenants Improvements	A	Reinstatement	£ 0
Machinery, Plant & All Other Contents	A	Reinstatement	£ 0
Office Equipment	A	Reinstatement	£ 0
Computers and Equipment	A	Reinstatement	£ 0
Stock – Wines, Spirits, Beers and Tobacco	A	Indemnity	£ 0
Stock – non-ferrous metals	A	Indemnity	£ 0
Stock – Customer Goods held in your Care, Custody and Control	A	Indemnity	£ 0
Stock – Held in the open	A	Indemnity	£ 0
Hand Tools	A	Reinstatement	£ 0
Yard Plant	A	Reinstatement	£ 0
Moulds and Mould Tools	A	Reinstatement	£ 0
Pontoons & Installations	A	Reinstatement	£ 250,000
Total Sum Insured			£ 250,000
Excess:			£500

SECTION D(2) – THEFT
Operative

Insured Property	Saltash Mooring Pontoon, Waterfront, Saltash, Cornwall, PL12 6BJ		
Description	Premises	Basis of Settlement	Sum Insured
Building including landlords fixtures and fittings -	A	Reinstatement	£ 0
Tenants Improvements	A	Reinstatement	£ 0
Machinery, Plant & All Other Contents	A	Reinstatement	£ 0
Office Equipment	A	Reinstatement	£ 0
Computers and Equipment	A	Reinstatement	£ 0
Stock – Wines Spirits and Tobacco	A	Indemnity	£ 0
Stock – non-ferrous metals	A	Indemnity	£ 0
Stock – Customer Goods held in your Care, Custody A and Control	A	Indemnity	£ 0
Stock – Held in the open	A	Indemnity	£ 0
Hand Tools	A	Reinstatement	£ 0
Yard Plant	A	Reinstatement	£ 0
Moulds and Mould Tools	A	Reinstatement	£ 0
Pontoons & Installations	A	Reinstatement	£ 250,000
Total Sum Insured			£ 250,000


 Broker at **LLOYD'S**

Excess:

£500

**SECTION D(3) – GOODS IN
TRANSIT**

Not Operative

SECTION D(4) - EXHIBITIONS

Not Operative

SECTION D(5) – PROPERTY AWAY FROM THE PREMISES

Not Operative

SECTION E(1) – MARINE MATERIAL DAMAGE

Not Operative

SECTION E(2) - TRAILERS

Not Operative

SECTION E(3) – PERSONAL PROPERTY

Not Operative

SECTION E(4) – BUILDERS RISKS

Not Operative

SECTION F(1) – FINANCIAL LOSS

Not Operative



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SECTION F(2) – LOSS OF MONEY

Not Operative

SECTION F(3) – ASSAULT

Not Operative

**OPTIONAL EXTENSION 1 –
CONTRACTORS ALL RISK**

Not Operative

OPTIONAL EXTENSION 2 – PROFESSIONAL INDEMNITY

Not Operative

OPTIONAL EXTENSION 3 - SUBSIDENCE

Not Operative



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STANDARD POLICY CONDITIONS

It is a Condition that a satisfactory survey and all risk improvements required by Underwriters being carried out within the time specified – if required. **Failure to comply with the survey requirements will entitle the Axis Underwriter to review their terms which could include modifying the premium, exercising their right to cancel the policy or applying other additional terms and conditions.**

It is a condition that Terms of trade are used and adopted.

It is a condition that any moorings are professionally laid, maintained and inspected at least annually by a competent person.

This policy excludes liability in respect of USA/Canada

Premium is Adjustable at Year End.



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CONDITIONS PRECEDENT

As per policy wording and as below

None.



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ENDORSEMENTS ATTACHING TO THIS CERTIFICATE

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 His Majesty's Revenue and Customs and Companies House Reference Numbers

This 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 Insurers will be processed by Insurers, 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.

LMA5177
01 September 2011

FCA ENDORSEMENT

It is hereby noted and agreed that the following shall apply to the Insurance Policy/certificate/declaration to which this Endorsement is attached:

Information

Insurer

This policy is Underwritten by Lloyd's Syndicate No. 1686. Syndicate No. 1686 is Managed by Axis Managing Agency Ltd whose registered office is at The Scalpel, 52 Lime Street, London EC2M 7AF

Law

The parties are free to choose the law applicable to the policy. Unless specifically agreed to the contrary this policy shall be subject to the laws of England and Wales..

Queries

Any query or question about this policy or any claim under it should be addressed in the first instance to your broker or coverholder (as applicable).

Retail Customers

In certain circumstances, where you are a retail customer, i.e. an individual who is acting for purposes which are outside your trade, business or profession, then other provisions may also apply to you. Please refer to the information contained in the Policy Summary which would have been issued to you via your broker or coverholder (as applicable) and/or otherwise address any queries as outlined above.



Broker at **LLOYD'S**

WARRANTIES ATTACHING TO THIS CERTIFICATE

FIRE EXTINGUISHING APPLIANCE - 12 MONTHLY MAINTENANCE

You warrant to us that all fire extinguishing appliances situated at the Premises shall be professionally inspected and maintained annually.

FLAMMABLE LIQUIDS AND LIQUID PETROLEUM GAS REGULATIONS

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

ELECTRICAL CIRCUIT WARRANTY

You warrant to us that:

- a)
 - i) All electrical circuits will be tested within 30 days of the commencement of the warranty; or
 - ii) You have any existing certificate of a test carried out not more than 3 years prior to the commencement of the warranty; and
 - iii) All electrical circuits will be tested at least once in every 3 years from the date of the last test by a properly qualified electrical engineers; and
- b) Any defects found during such testing will be remedied or any recommendation made will be carried out immediately in accordance with the requirements and regulations of the Institute of Electrical Engineers; and
- c) You will have obtained a certificate confirming the appropriate works have been undertaken; and
- d) You will make such certificate available to us on our request

STILLAGE WARRANTY

You warrant to us that all stock, materials in trade and work in progress is and will be kept at least 15 centimetres above the floor level.

WASTE AND CLOTH WARRANTY

You warrant to us that:

- a) All oily and/or dirty waste and/or oily and/or grease cloths will be kept outside of working hours in metal receptacles which have metal lids which shall be closed; and
- b) Any other trade refuse will be collected or swept up and bagged daily and removed from the premises at least weekly and not allowed to accumulate.



Broker at **LLOYD'S**

NOTICES TO THE INSURED

COMPLAINTS NOTICE

How to make a complaint

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service.

If you wish to make a complaint, you can do so at any time by referring the matter to The Complaints Office, James Hallam Limited, 10th Floor, 2 Minster Court, London EC3R 7BB.

Email: complaints@jameshallam.co.uk

Or

Axis Managing Agency Ltd (complaints@axiscapital.com), or the Complaints team at Lloyd's.

The address of the Complaints team at Lloyd's is:

Complaints
Lloyd's
One Lime Street
London EC3M 7HA

Telephone: 020 7327 5693
Fax: 020 7327 5225
E-mail: complaints@lloyds.com
Website: www.lloyds.com/complaints

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 the above address.

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service (FOS).

The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email complaint.info@financial-ombudsman.org.uk.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at www.financial-ombudsman.org.uk.

LMA9123
20 May 2016



Broker at **LLOYD'S**

DATA PROTECTION SHORT FORM INFORMATION NOTICE

Your personal information notice

Who we are

We are the underwriter(s) identified in the contract of insurance and/or in the certificate of insurance.

The basics

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

Other people's details you provide to us

Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

Want more details?

For more information about how we use your personal information please see our full privacy notice(s), which is/are available online on our website(s) or in other formats on request.

Contacting us and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us, or the agent or broker that arranged your insurance who will provide you with our contact details at:

James Hallam Limited at 10th Floor, 2 Minster Court, London, EC3R 7BB

See: <https://www.jameshallam.co.uk/privacy/>



Broker at **LLOYD'S**

IN THE EVENT OF A CLAIM

In the event of a claim being advised on this policy, in the first instance please contact:

Everard Insurance Brokers Trading as James Hallam Ltd Claims Team situated at:

Spargo House,
10 Budshead Way,
Plymouth
PL6 5FE

Tel: 01752 675456 & 01752 675484

OR

Advent Insurance Management Limited at:
27-29 Townfield Street,
Chelmsford,
Essex,
CM1 1QL

Tel: 01245 373 600

Email: marineclaims@advent.claims

Use of the above does not constitute the acceptance of a claim under this policy.



Broker at **LLOYD'S**

DUTY OF FAIR PRESENTATION

Where we arrange insurance wholly or mainly for purposes related to your trade, business or profession, you have a duty under The Insurance Act 2015 to make a fair presentation of the risk. This means that you must disclose every material circumstance which you and/or your senior management and/or anyone responsible for arranging your insurance know or ought to know. Alternatively, you must disclose sufficient information which would put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances. You are expected to carry out a reasonable search in order to make a fair presentation of the risk and will be deemed to know what should reasonably have been revealed by the search.

Your duty of fair presentation applies at the start of the policy, at renewal and when any variation of the policy is arranged. If you fail to make a fair presentation, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances.



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SECURITY

SECURITY:

Employers Liability

100% Syndicate 1686 Axis at Lloyd's
 Ref: 3391726121ML
 FDO: (W3)

Marine Public & Products Liability

100% Syndicate 1686 Axis at Lloyd's
 Ref: 3391726121ML
 FDO: (G)

Marine Material Damage

100% Syndicate 1686 Axis at Lloyd's
 Ref: 3391726121ML
 FDO: (T)

Material Damage

100% Syndicate 1686 Axis at Lloyd's
 Ref: 3391726121ML
 FDO: (P5)

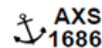
SECURITY DETAILS

REFERENCES

UMR (Unique Market Reference): B1229EVERARD23
 Date contract printed to PDF: 10:21 15 December 2022

SIGNED UNDERWRITERS

Axis Insurance



100.000000%
Written

3	3	9	3	5	8	6	1	2	3	M	L				
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(MB)
 B5, G, T, W3

100.000000%
Signed

16:44 14 December 2022
 Lloyd's Underwriter Syndicate No. 1686 AXS, London, England
 Harrison Ralph
Bound as Slip Leader, Lloyd's Leader



Broker at **LLOYD'S**