

LOCK & QUAY POLICY

RE-STATED SCHEDULE & STATEMENT OF FACT

This Statement of Fact is a record of some important information that has been provided by You or on Your behalf to Mercia Underwriting Solutions Ltd as agents acting on behalf of Travelers Insurance Company Limited (The Insurer).

This information together with the other risk details presented to us, by you or on your behalf, have been used to calculate the premium, determine terms and conditions that for the basis of the insurance contract between you (the insured) and Travelers Insurance Company Limited.

This Statement of Fact and Schedule should be read in conjunction with the Policy wording. Any additional information about the insurance provided by you, or on your behalf by your insurance intermediary, are incorporated in, form part of the Policy and should be read together as the Insurance contract.

Disclosure of Information

Please take reasonable care when you take out a policy, throughout the life of the policy and at renewal to ensure that the information provided is accurate, honest, to the best of your knowledge and kept up to date. If you don't, your policy may be cancelled, or treated as if it never existed, or your claim rejected or not fully paid.

Whilst you are not required to sign the Statement of Fact, you should read it carefully in conjunction with the schedule to verify the information and details contained within both documents is correct and that the insurance cover provided meets with your requirement. We strongly recommend that you keep a copy of this Statement of Fact for your records.

It is important that you carefully check all the information contained within this Statement of Fact including any assumptions made about you and your business, to ensure it is accurate and complete. If any of the information is inaccurate or incomplete, you should immediately tell Mercia Underwriting Solutions Ltd and obtain a revised Statement of Fact.

If there are any inaccuracies with the Statement of Fact or Schedule, please call your insurance advisor immediately.

LOCK & QUAY POLICY

RE-STATED SCHEDULE & STATEMENT OF FACT

This is to certify that in accordance with the authorisation granted under Contract No: **B1309LM2322490016** to Mercia Underwriting Solutions Ltd by Insurers 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:	06/13504148
INSURED:	Spirit Of Endeavour (Yorkshire) Cio 11 Gainsborough Court Skipton North Yorkshire BD23 1QG
PERIOD OF INSURANCE	18/06/2025 to 31/05/2026 Local standard time of the Insured
BUSINESS DESCRIPTION	Skipper Charter - Wide beam passenger Ferry for Disabled & Disadvantaged and Elderly
PREMISES	A: 11 Gainsborough Court, Skipton, North Yorkshire, BD23 1QG

OPERATIVE SECTIONS	SECTION 1	BUSINESS PROPERTY	No
	SECTION 2A	VESSELS & MARINE PROPERTY	Yes
	SECTION 2B	BUILDERS RISKS	No
	SECTION 3A	BUSINESS INTERRUPTION	No
	SECTION 3B	MONEY	No
	SECTION 3C	DEFECTIVE TITLE OF VESSELS	No
	SECTION 4A	EMPLOYERS LIABILITY	Yes
	SECTION 4B	PUBLIC & PRODUCT LIABILITY	Yes

ANNUAL PREMIUM	Gross Premium	£	1,115.61
	Insurance Premium Tax	12% £	133.87
	Policy Fee (Non-refundable)	£	50.00
	TOTAL AMOUNT DUE	£	1,299.48
	The Premium charged in respect of Section 4 is a Minimum and Deposit Premium and will not be refunded in the event of cancellation and/or adjustments		

GENERAL MEMORANDA

All cover is subject to:

Standard Lock & Quay Policy Terms Conditions, Limitations & Warranties.

Any survey (if requested) risk improvements being implemented within any time period specified.

SEVERAL LIABILITY CLAUSE (07/03/08) - LMA5096)

The 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 underwriters are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or any part of its obligations.

CONFORMITY OF TITLES

Wherever the term "Underwriter" is used within these documents it shall be deemed to read as synonymous with "Insurer" and wherever the term "Policy" or "Certificate" within these documents is used it shall be deemed to read as synonymous with "Contract".

INSURERS OF OPERATIVE SECTIONS (if selected)

ALL SECTIONS – Travelers Insurance Company Ltd.

STATEMENT OF DEMANDS AND NEEDS

This product meets the demands and needs of a Marine Trader requiring a combined policy to insure for Material Damage and/or Financial Loss and/or Liabilities at a competitive price. Your circumstances fall within the scope of our underwriting authority with Insurers stated above and we have not sought any alternative quotation for you. Nevertheless this does not constitute a personal recommendation

Signed for and on behalf of:-

Mercia Underwriting Solutions Ltd



Dated: 18/06/2025

GENERAL INFORMATION

Have you or anyone connected with the business ever been/had?	No
Cautioned for or convicted of any criminal offence or is any prosecution pending?	No
Declared bankrupt or been the subject to bankruptcy proceedings?	No
Prosecuted or received notice of intended prosecution under statutory regulations?	No
Declined/cancelled or renewed insurance with any special terms imposed?	No
Any claims within the last 5 years?	No

IF YES TO ANY OF THE ABOVE PLEASE SPECIFY DETAILS BELOW:

Company Trading Since:	2021
Number of Years Experience within the Industry:	3+

General Exclusions Applicable to all sections (other than Section 4a - Employers Liability)

5. T0002: CORONAVIRUS EXCLUSION

This Insurance does not cover any claim in any way caused by or resulting from:

- a) Coronavirus disease (COVID-19);
- b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- c) any mutation or variation of SARS-CoV-2;
- d) any fear or threat of a), b) or c) above.

5. T0003: COMMUNICABLE DISEASE ENDORSEMENT (For use on property policies)

1. 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.

2. 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:

2.1. for a Communicable Disease, or

2.2. any property insured hereunder that is affected by such Communicable Disease

3. 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:

3.1. 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

3.2. 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

3.3. 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.

5. T0008: PERFLUORINATED COMPOUNDS, PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS) EXCLUSION NO. 1 (For use on liability insurance policies)

1. This POLICY does not cover any claim for actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with any PFAS, such as any perfluoroalkyl or polyfluoroalkyl substances for example.

2. For the purposes of this Exclusion, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor, contain, test for or in any way respond to or assess the effect of any PFAS, such as any perfluoroalkyl or polyfluoroalkyl substances for example.

3. PFAS means any organic molecule, salt, free radical or ion, the composition of which includes at least one:

- a. perfluorinated methyl group (-CF₃); or
- b. perfluorinated methylene group (-CF₂-).

LMA5595A

10th October 2023

SECTION 2 - MARINE

SECTION 2(A) - VESSELS & MARINE PROPERTY

Cover Details

DESCRIPTION	VESSEL USE	CRUISING RANGE	TOTAL VALUE	EXCESS
Marine Vessels				
2003 Richard's Endeavour	Passenger carrier	A	£85,510	£500
			<u>£85,510</u>	

N.B The Excess applicable is to be deducted from each and every claim for loss or damage except in the case of actual or total loss.

THIRD PARTY LIABILITY – LIMIT OF INDEMNITY:	£5,000,000
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CRUISING AREAS

- A: Inland non-tidal waters of the United Kingdom**
B: Inland non-tidal waters of the United Kingdom and tidal waters for direct access to the inland navigation system
C: Inland and coastal waters of the United Kingdom
D: D: Elsewhere as Stated

Memoranda Applicable

2A. T0004: 4. Passengers

4.1 Subject to the Conditions and other Terms of the Policy we will cover the Vessel named on the Schedule whilst being used for the carriage of fare paying passengers up to the number stated on the Schedule for this Section.

4.2 It is a Condition that:

4.2.1 either you, or your skipper, who must be experienced to an appropriate standard to operate the Vessel for the stated purposes, will be on board and in control of the Vessel at all times whilst the Vessel is underway; and

4.2.2 you will comply with the regulations and licensing requirements of all applicable authorities at all times; and

4.2.3 you will ensure that buoyancy aids in accordance with the maximum carrying capacity of the Vessel are on board and available at all times.

4.3 The Limit of our Liability for any one accident or series of accidents arising out of the same event will be the amount specified on the Schedule for Part 2 of this Section.

SECTION 4 - LIABILITIES

SECTION 4(A) - EMPLOYERS LIABILITY

LIMIT OF OUR LIABILITY (Excluding Terrorism)	£10,000,000
LIMIT OF OUR LIABILITY (Terrorism)	£5,000,000

CATEGORY	WAGES
Volunteers	£0
<u>TOTAL ESTIMATED WAGES</u>	<u>£0</u>

ERN Number:	To be advised	
Do you carry out full risk assessments and are they being regularly monitored?		Yes
Do any of your employees handle, use or store acids, asbestos, chemicals, gases, explosives, flammables, radioactive or other dangerous substances or any other material giving rise to dust and fumes? If yes, please specify:		Yes
Do you carry out a Control of Substances Hazardous to Health (COSHH) assessment?		Yes
Do any of your employees operate power driven machinery?		Yes
Are all employees provided with all necessary safety equipment for their work and do you ensure such equipment is used?		Yes
Do any of your employees work more than 10 metres above ground or deck level? (If yes, please specify)		No

Memoranda Applicable

SECTION 4(B) - PUBLIC LIABILITY

PUBLIC LIABILITY	LIMIT OF OUR LIABILITY any one event	£5,000,000
PRODUCTS LIABILITY	LIMIT OF OUR LIABILITY all events happening in any one Period of Insurance	£5,000,000

MAXIMUM VALUE OF VESSELS HANDLED OR WORKED UPON: £500,000

CATEGORY	TURNOVER
Food & Drink Liability cover only	£20,800
<u>TOTAL ESTIMATED TURNOVER</u>	<u>£20,800</u>

COVER EXTENSIONS INCLUDED

Liability incurred from the hire of Plant or Cranes under contracts on C.P.A. or similar terms	No
Liability assumed by agreements and contracts given or made by you	No
Liability arising out of goods exported to or used in USA or Canada	No

ENDORSEMENTS

ENDORSEMENT 1 (theft of craft/engines in custody)	No
ENDORSEMENT 2 (Professional Indemnity)	No

EXCESS IN RESPECT OF THIRD-PARTY DAMAGE: £500

General Public Liability Questions

Do you own any moorings, mud berths, pontoons or quayside berths?	No
Are moorings inspected annually, maintained accordingly and any defects found are rectified immediately?	N/A
Do you apply heat to third party vessels or property in the course of your business? If Yes, please specify type of heat work carried out.	No
Do you carry out work on Gas Installations? If "Yes" you confirm that you are Gas Safe Registered (GSR)	No
Do you install, maintain, store, or otherwise carry out work on Lithium batteries?	No

Work away from the premises

Do you undertake shifting or towing of vessels?	No
Do you carry out demonstration, tuition or trial trips within the below limits?	No
1. within a radius of one hundred miles from the Premises or from the point of launch or departure;	
2. for periods not exceeding four hours duration, any one trial;	
3. on vessels not exceeding the value as stated on the Schedule;	
4. on vessels not being a prototype or original model, designed, built, constructed or assembled by you prior to sale, handling over or delivery of such vessel;	
5. within one hundred miles from the place where employees may be working away from the Premises but this limit does not apply to non-tidal inland waters and upstream of the Thames Flood Barrier; at a speed not exceeding 45 knots;	

Products

Do you require cover for Products Liability?	Yes - Food & Drink sold, prepared or served only
Products liability would be required if you manufacture, sell, supply, install, repair, service, alter or treat any goods in connection with your work activities:	
Do you design, give advice or prepare specifications for any products you supply? If "Yes" do you and will you maintain professional indemnity insurance?	No

Memoranda Applicable

4B. B0001: Food & Drink Liability

The cover under this section is limited to liability for food and drink sold, prepared or served only.

4B. T0001: ENDORSEMENT 1

The following Exclusion is incorporated into Section 4B of this Policy:

- 1 We do not cover the liability of an Insured arising from theft or attempted theft of:
- 1.1 any trailer or craft kept thereon left in your care or custody unless either:
 - 1.1.1 secured in a lock-fast building; or
 - 1.1.2 the trailer is immobilized by a proprietary wheelclamp
 - 1.2 outboard motors unless either:
 - 1.2.1 from a locked place of storage; or
 - 1.2.2 securely locked to the insured Vessel by an Anti-Theft Device in addition to its normal method of attachment.

Condition 4.8 is hereby deleted.

4B. T0022: British Marine Condition

It is a condition of this insurance that all estimates, tenders, indemnities, agreements, contracts and acceptances, whether verbal or in writing, given or issued by you, will incorporate or draw attention to the terms of business currently sponsored by British Marine, or such other terms of business as may be approved by us.

4B. T0032: Lithium Battery & Equipment Exclusion

The COMPANY shall not indemnify the INSURED against liability arising from any work carried out in connection with Lithium Batteries and associated equipment
