



## Liability Combined

### Certificate of Employers' Liability Insurance

(In accordance with regulation 5 of the Employers' Liability (Compulsory Insurance) (Amendment) Regulations 2008, a copy of this certificate must be displayed at each place of business at which the policyholder employs persons covered by the Policy. This requirement will be satisfied if the certificate is made available in electronic form and each relevant employee to whom it relates has reasonable access to it in that form).

|  |                                 |
|--|---------------------------------|
| <b>Policy number:</b>  | <b>050014855</b>                |
| <b>1 Name of policyholder including all subsidiary companies if applicable except any specifically excluded below:</b> | <b>The Beatrice Charity Ltd</b> |
| <b>Excluded subsidiary companies:</b>  | <b>None</b>                     |
| <b>2 Date of commencement of insurance policy:</b>   | <b>7<sup>th</sup> July 2021</b> |
| <b>3 Date of expiry of insurance policy:</b>   | <b>6<sup>th</sup> July 2022</b> |

We hereby certify that subject to Regulation 3 (2):-

- 1 the policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Alderney (b) ; and
- 2 (a) the minimum amount of cover provided by this policy is no less than £5 million. (c)

Signed on behalf of U K Insurance Limited (Authorised Insurer).

Penny James  
Chief Executive

**Notes:**

- (a) Where the employer is a company to which regulation 3 (2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.
- (b) Specify applicable law as provided for in regulation 4 (6) of the Regulations.
- (c) See regulation 3(1) of the Regulations and delete whichever of the paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.  
  
Paragraph 2 (b) does not apply and is deleted

## POLICY SCHEDULE

### Commercial Vessel Policy

|  |  |               |              |
|--|--|---------------|--------------|
| <b>Agent</b>                                 | ERIC RAWLINS & CO LTD  | <b>Branch</b> | BRIGHTON     |
| <b>The Insured</b>                           | The Beatrice Charity Ltd   |               |              |
| <b>Period of Insurance</b>                   | a) From 21 April 2021 to 20 April 2022 both dates inclusive<br>b) Any subsequent period for which the Insurer shall have accepted the premium required for renewal of this Policy. |               |              |
| <b>Name of Vessel</b>                        | Beatrice   |               |              |
| <b>Territorial Limits</b>                    | Inland non tidal waters of the United Kingdom  |               |              |
| <b>Permitted Use</b>                         | Passenger Trips  |               |              |
| <b>Licensed No Passengers</b>                | The maximum number of passengers for which the Vessel is licensed to carry is 12   |               |              |
| <b>Applicable Endorsements</b>               |  |               |              |
| <b>POLICY LIMITS</b>                         |  |               |              |
| <b>SECTION A</b>                             |  |               | <b>LIMIT</b> |
| 1) The Vessel                                |  |               |              |
| 2) Boat(s)                                   |  |               |              |
| 3) Other Items                               |  |               |              |
| <b>TOTAL SUM INSURED</b>                     |  |               |              |
| <b>SECTION B</b>                             |  |               |              |
| <b>Limit of Indemnity (any one accident)</b> |  |               | £ 3,000,000  |
| <b>Policy Excess (All Sections)</b>          | £250   |               |              |

Continued overleaf

# Section B – Public liability

## The cover

The Insurer agrees to indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as compensation for:

- a) accidental death of or accidental Personal Injury to any person other than an Employee where such death or Personal Injury arises out of and in the course of the employment
- b) accidental loss of or accidental damage to material property
- c) any attempted or actual raising, removal or destruction of the wreck of the Vessel or any failure to do so

occurring during the Period of Insurance arising from the Insured's interest in the Vessel within the Territorial Limits whilst undertaking activities covered under Permitted Use.

The liability of the Insurer under this Section for all compensation payable by the Insured to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the Limit of Indemnity stated in the Schedule.

## Exclusions applicable to Section B

The indemnity granted by this Section shall not apply to or include:

1. liability arising from the Vessel whilst being transported by road
2. liability arising from any activity involving persons being pulled by the Vessel
3. liability arising out of towage or shifting of another vessel unless whilst assisting a vessel in distress
4. liability arising out of any salvage operations including associated towage for a fee or where a fee would normally be expected to be charged
5. liability arising from dredging and the removal and depositing of spoil
6. liability for loss or damage to property belonging to the Insured or held in trust by or borrowed, rented, leased or hired for use by the Insured
7. liability in respect of liquidated damages or fines or penalties which attaches solely because of a contract or agreement
8. exemplary, vindictive or punitive damages awarded by any Court of Law outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
9. the first amount stated in the Schedule as the excess of compensation payable for loss of or damage to material property in respect of any one occurrence or all occurrences of a series arising out of one original cause

10. liability directly or indirectly caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivatives.

salvage charges, costs or expenses incurred in preventing or minimising a loss insured under this Policy.

## Extensions applicable to Section B

### 1. Legal costs

In addition to the indemnity provided by Section B of this Policy the Insurer will indemnify the Insured in respect of all legal costs awarded to any claimant or incurred in the defence of any claim that is contested by or with the consent of the Insurer.

Provided always that in the event of the Insurer exercising their right under the Discharge of Liability (Clause No 1) to pay to the Insured in connection with any claim or series of claims the amount of the Limit of Indemnity (after deduction of sums already paid as compensation in respect of such claim or claims or other relevant claims) or any lesser amount for which such claim or claims can be settled the Insurer relinquish the conduct and control of and be under no further liability in connection with such claim or claims then the Insurer's liability for such legal costs is limited to those costs and expenses incurred prior to the time of such payment.

### 2. Cross liabilities

Where this Policy is issued in the joint names of more than one party it will indemnify each party in the same manner as if a separate Policy had been issued to each of them.

### 3. Additional benefit

The Insurer will pay the costs incurred with their consent for:

- a) representation at any Coroner's Inquest or Fatal Inquiry in respect of any death
- b) defending in any Court of Summary Jurisdiction any proceedings in respect of any act or omission causing or relating to any event which may be the subject of indemnity under this Section.

### 4. Personal representatives

In the event of the death of the Insured the indemnity provided by this Section shall apply to any personal representative of the Insured in respect of liability incurred by the Insured.

Provided always that such personal representatives shall as though he were the Insured observe, fulfil and be subject to the terms, limitations and conditions of this Policy.

### 5. Indemnity to principal

In the event of any claim in respect of which the Insured would be entitled to receive indemnity under this Section being brought or made against any Public or Local Authority or other Principal the Insurer will indemnify the said Public or Local Authority or other Principal against such claim and/or any costs, charges and expenses in respect thereof.

Provided always that the Insurer shall not be liable under this Extension unless the Insurer has the sole conduct and control of all claims.

### 6. Salvage sue and labour

In addition to the indemnity provided by Section B of this Policy the Insurer will indemnify the Insured in respect of

## Clauses applicable to Section B

### 1. Discharge of liability

The Insurer may at any time pay to the Insured in connection with any claim or series of claims the amount of the Limit(s) of Indemnity (after deduction of sums already paid as compensation in respect of such claim or claims or other relevant claims) or any lesser amount for which such claim or claims can be settled and upon such payment being made the Insurer relinquish the conduct and control of and be under no further liability in connection with such claim or claims other than the payment of costs and expenses incurred prior to the time of such payment.

### 2. Pollution clause

This Section excludes all liability in respect of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

For the purpose of this Clause Pollution or Contamination shall be deemed to mean:

- a) all pollution or contamination of buildings or other structures or vessels or of water or land or the atmosphere; and
- b) all loss or damage or Personal Injury directly or indirectly caused by such pollution or contamination.