



Policy Wording

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The Statement of Fact (including any supplementary proposals) and declaration made by the Insured are the basis of and form part of this Policy. Please check the content of this document and your proposal forms very carefully. In deciding to accept your application for insurance and in setting the terms, conditions and premium, we have relied on the information you have given us. You have a duty to make a fair presentation of the risk which is covered by this policy. Therefore, you should ensure that any information you have provided to us is true, accurate and complete to the best of your knowledge after a reasonable search of information available to you. If you do not comply with your duty to make a fair presentation of the risk, including failing to disclose or misrepresenting a material fact, or disclosing material facts to us in a way which is not clear and accessible, your policy may not be valid or the policy may not cover you fully or at all. If you become aware that information you have given us is inaccurate, you must inform us or your Insurance Broker as soon as practicably possible.

Your Insurer

Accelerant Insurance Europe SA (hereinafter called “the Insurers”) in consideration of the payment of the premium by the Insured and subject to all terms Definitions Limits of Indemnity Excesses Exceptions Conditions and any Memoranda endorsed hereon will indemnify the Insured in the terms of this Policy against loss, destruction, damage or Bodily Injury that occurs:-

- a) during the Period of Insurance stated in the Schedule; and
- b) within the Territorial Limits; and
- c) arises out of the or in connection with the Business

This Policy is underwritten and issued by DOA Underwriting Limited on behalf of Accelerant Insurance Europe SA. (Registered office: Bastion Tower, Place du Champ de Mars 5, 1050 Brussels, Belgium). Authorised under code 3193 and regulated by the National Bank of Belgium and the Financial Services and Markets Authority.

Important Notice to the Insured

Please read this policy carefully to ensure that it is in accordance with your requirements and that you understand its terms and conditions. Please contact your Insurance Intermediary immediately if any correction is necessary.

Procedure For Notifying Claims

If you need to notify a claim or of any circumstances or incident which may cause a claim you should contact:- DOA Underwriting Ltd,

First Floor Offices, Robinson House, Haslers Lane, Great Dunmow, Essex CM6 1XS Telephone: 01371 878550

Financial Services Compensation Scheme (FSCS)

The Insurers are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme should the Insurers be unable to meet their obligations under this contract. Entitlement to compensation under the Scheme depends on the type of business and circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme, contactable via:-

FSCS, 10th floor, Beaufort House, 15, St Botolph Street, London EC3A 7QU

Telephone: 0800 678 1100 or 0207 741 4100

Website: www.fscs.org.uk

YOUR RIGHT TO CANCEL

You have the right to cancel this insurance policy within 14 days of receiving the policy documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purposes of this cancellation clause, it will be deemed that you will have received the policy document upon the day following the date it was posted to you by first class post.

If you do cancel this insurance within the initial 14 day period, then no cover will have been in place from the date of inception, as specified in the schedule, and no liability whatsoever shall attach to the company in respect of the policy.

If you do not exercise your right of cancellation within the initial 14 day period, this insurance policy will automatically come into force from the inception date specified in the schedule, and you will remain liable to pay the full annual premium.

However, following the expiry of the initial 14 day period, this insurance policy may be cancelled at any time at your written request. Provided that there have not been any claims intimated, reported, paid or remain outstanding, the Insurers will, subject to the terms of the "Minimum Retained Premium" clause, refund a proportion of the annual premium payable, less an appropriate administration charge. Should a claim, or potential claim have been intimated, reported, paid or remain outstanding, then there may not be any return of premium

To exercise your right to cancel, contact the broker who arranged this cover for you.

THE LAW THAT GOVERNS THIS POLICY AND JURISDICTION

The parties to this contract are free to choose the law applicable to the contract. Unless specifically agreed to the contrary, this insurance policy shall be subject to the law governing England and Wales.

The indemnity provided by this policy shall apply only to judgements against the you in the Courts of Law of England and Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands; and not to judgements obtained elsewhere, nor to Judgements or orders obtained in the said courts for enforcement of foreign judgements whether by way of reciprocal agreements or otherwise.

The premium for this policy has been calculated accordingly and no consideration has been paid in respect of sums payable under any other law or the jurisdiction of any other courts.

THE LAW THAT GOVERNS THE INTERPRETATION OF THIS POLICY

All disputes concerning the interpretation of this policy are understood and agreed by both you and us to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

This policy should be read carefully and if it is incorrect return it immediately to your insurance advisor for alteration.

This policy should be kept in a safe place – you may need to refer to it if you have to make a claim. It is recommended that you to retain details of your Employers Liability insurance /certificates for at least 40 years.

Sections 1 And 2 - All Risks

(Only operative if shown in the schedule)

INTEREST: Insurers hereby agree to indemnify the Insured against All Risks of Physical Loss or Damage to the Property as defined in the schedule. Where it is noted under the All Risks section of the schedule attached to this document, this policy shall also extend to indemnify the hirer against All Risks of physical loss or damage to the property BUT

EXCLUDING

1. Loss or Damage caused by wear and tear, gradual deterioration or contamination, depreciation, frost, damp, mildew, rust, oxidisation, vermin, moth, insects, normal atmospheric conditions, scratching, rubbing or abrasion, any process of dyeing, cleaning, repair or renovation.
2. Disappearance, unexplained or inventory shortage.
3. Damage to flooring or inflatable equipment by footwear.
4. Mechanical or electrical breakdown and/or derangement of machinery or equipment.
5. Consequential Losses.
6. Losses whilst in transit whilst in any vehicle not owned by the insured and accompanied by the insured or the insured employees.
7. Losses from unattended vehicles or trailers not through forcible and violent entry.
8. Theft where the equipment is hired out unaccompanied by the Insured or any employees of the Insured.
9. Damage to equipment whilst in use.
10. Fraudulent conversion by the hirer (i.e. where the hirer steals or refuses to return the property hired from the Insured or any part thereof)
11. The amount of the Excess stated in the Schedule
12. Losses from vehicles or trailers at the storage premises.

SPECIAL CONDITIONS TO SECTION 1 AND SECTIONS 2

1. The whole of the protections including any Burglar Alarm provided for the safety of the premises shall be in use at all times out of business hours or when the Insured's premises are left unattended and such protections shall not be withdrawn or varied to the detriment of the interests of Insurers without their prior consent. In the event of any of the protections being unable to function this insurance shall not be prejudiced provided notice is given to the Insured's Insurance Intermediary (and then accepted by the Insurers) as soon as is practicable and the Insured shall take all reasonable steps to protect the property.
2. This policy is subject to the Condition of Average, that is to say, if the property covered by this Insurance shall at the time of any loss be of greater value than the sum insured hereby, the Insured shall only be entitled to recover hereunder such proportion of the said loss as the sum insured by this policy bears to the total value of the said property.

Section 3 – Glass

(Only operative if shown in the schedule)

The Insurers hereby agree to indemnify the Insured occurring during the Period of Insurance following breakage of fixed glass as described in the Schedule for loss of or damage including the cost of boarding up where necessary pending replacement at the Premises described in the Schedule, but Insurers shall not be liable for more than the sum Insured stated in the Schedule.

Excluding

1. any disfiguration or damage other than fracturing extending through the entire thickness of the glass.
2. ornamental glass, glass table tops, glass shelves, glass lenses, glass light and neon fittings.
3. damage to or the cost of removing or restoring windows fittings, frames or other obstruction or replacement.
4. The amount of the Excess stated in the Schedule.

Special Conditions

1. Notwithstanding anything contained in the Policy to the contrary this Section is not subject to the Condition of Average.
2. In determining the amount of any loss all glass shall be considered fixed plain plate of ordinary glazing quality unless the Insurers have been otherwise advised in writing. The liability of the Insurers shall be limited to the replacement value of the glass or the sum insured specified in the Schedule whichever is the lower and Insurers may at their option pay such value in money or replace the broken glass of equal quality or repair, reinstate or replace such property.

Section 4 - Business Interruption

(Only operative if shown in the schedule)

1) GROSS PROFIT

If during the period of Insurance any building or other property of any part thereof used by the Insured at the premises for the purpose of the trade or business be destroyed or damaged by any of the perils insured by Sections 1 and 2 including explosion of any steam boiler or economiser on the Premises and destruction or damage so caused (being hereinafter termed damage) and the business carried on by the Insured at the Premises be in consequence thereof interrupted or interfered with.

THEN THE INSURERS WILL PAY TO THE INSURED in respect of each item in the Specification attached hereto and forming part of this Section the amount of loss resulting from such interpretation interruption or interference in accordance with the provisions therein contained.

PROVIDED THAT at the time of the happening of the damage there shall be in force an insurance covering the interest of the Insured in the property at the premises against such damage and that payment shall have been made all liability admitted therefore under such insurance.

AND THAT the liability of the Insurers shall in no case exceed in respect of each item the sum expressed in the said Specification to be insured thereof or in the whole the total sum insured hereby or such other sum or sums as may hereafter be substituted therefore by memorandum signed by or on behalf all the Insurers. Providing that where the sum insured in the Specification is shown as estimated the liability of Insurers in respect of item 1 - Gross Profit shall be restricted to 133.333% of the Estimated Gross Profit Sum Insured stated therein.

SPECIAL CONDITIONS relating to this section

1. This Section shall be avoided if
 - a) the business be wound up or carried on by a liquidator or receiver or permanently discontinued.
 - b) the Insured's interest ceases otherwise than by death
 - c) any alterations made either in business or in the premises or property herein whereby the risk of damage is increased.

At any time after the commitment of this insurance, unless its continuance be admitted by memorandum signed by or on behalf of the Insurers.

2. On the happening of any damage in consequence of which a claim is or may be under this Section, the Insured shall forthwith give notice in writing to the Insurers, and shall with due diligence to and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss, and in the event of a claim being made under this Section shall not later than 30 days after the expiry of the indemnity period or within such further time as the Insurers may in writing allow, at his own expense deliver to the Insurers in writing a statement setting forth particulars of his claim, together with details of all other consequences covering the damage or any part of it or consequential loss of any kind resulting therefrom. The Insured shall at his own expense also produce and furnish to the Insurers such books of accounts and other business books, vouchers, invoices, balance sheets and further other documents, proofs, information, explanation and other evidence as may reasonably be required by Insurers for the purpose of investigating or verifying the claim together with (If demanded) a statutory declaration of the truth of the claim and of any matters connected there with.

No claim under this Section shall be payable unless the terms of this condition have been complied with and in the event of non-compliance therewith in any respect, any payments on account of the claim already made shall forthwith be repaid to the Insurers.

3. This Section and the Specification annexed (which forms an integral part of this Section) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Section or of the Specification shall bear such specific meanings wherever they appear.

SPECIFICATION

On Gross Profit, sums insured specified in the schedule

The insurance is limited to loss of Gross Profits due to (a) reduction in turnover (b) additional cost of working and the amount payable as indemnity hereunder shall be:

- a) in respect of reduction in turnover: the sum produced by applying the rate of Gross Profits to the amount by which the turnover during the Indemnity Period shall in consequence of the damage, fall short of the Standard Turnover,
- b) in respect of additional cost of working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the damage but not exceeding the sum produced by applying the rate of Gross Profit to the amount of the reduction thereby avoided, less any sum saved during the Indemnity Period in respect of such of the working expenses and standing charges of the business as may cease or be reduced in consequence of the damage, provided that (unless the Sum Insured in the Specification is shown as Estimated when this proviso shall not be applicable) if the sum insured by this item be less than the sum produced by applying the rate of Gross Profit to the Annual Turnover the amount payable shall be proportionally reduced.

DEFINITIONS - Gross Profit: The amount by which: -

- i) the sum of the amount of turnover and the amounts of the closing stock and work in progress shall exceed
- ii) the sum of the amounts of the opening stock and work in progress and the amount of the specified working expenses.

NOTE: the amounts of opening and closing stocks and work in progress shall be arrived at in accordance with the Insured's normal accountancy methods, due provision being made for depreciation.

Specified working expenses:

100% of purchases less any discounts received.

100% of bad debts.

100% of carriage, packing and freight

Turnover:

The money paid or payable to the Insured for goods sold and delivered and for services rendered in course of the Business at the Premises defined in the Schedule.

Indemnity period:

The period beginning with the occurrence of the damage and ending not later than twelve months or such other period as may be substituted for the twelve months in the Schedule thereafter during which the results of the business shall be affected in consequence of the damage.

Rates of Gross Profit -

The rate of gross earned on the turnover during the financial year immediately before the date of the damage.

Annual Turnover -

The turnover during the period in the twelve months immediately before the date of the damage

Standard Turnover -

The turnover during the period in the twelve months immediately before the date of the damage which corresponds with the Indemnity Period

to which such adjustments shall be made as may be necessary to provide for the trend of Business and for variations in or special circumstances affecting the Business either before or after the Damage of which would have affected the Business had the damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the result which but for the Damage would have been obtained during the relative period after the damage.

NOTES:

1. The words and expressions used in these definitions shall have the meaning usually attached to them in the books and accounts of the Insured.
2. To the extent that the Insured is accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax.
3. For the purpose of these definitions any adjustment implemented in current cost accounting shall be disregarded.

Memo 1. If during the Indemnity period work shall be done for services rendered elsewhere than at the Premises for the benefit of the Business either by the Insured or by others on the Insured's behalf the money paid or payable in respect of such work shall be brought into account in arriving at the group's profits during the indemnity period.

Memo 2. Any particulars or details contained in the Insured's books of accounts or other business books or documents which may be required by Insurers under any condition of this insurance for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the Insured and their report shall be prima facie evidence of the particulars and details to which such record relates. The Insurers will pay to the Insured the reasonable charges payable by the Insured to their professional accountants for producing such particulars or details of any other groups, information or evidence as may be required by the Insurers under the Terms of any Conditions of their insurance and reporting that such particulars or details are in accordance with the Insured's books of accounts or other business books or documents, provided that the sum of the amount payable under this clause and the amounts otherwise payable under this section shall in no case exceed the liability of Insurers by this Section.

Memo 3.

- a) If the Sum Insured in the Specification is not shown as Estimated
 In the event of the Gross Profit earned during the accounting period of twelve months most nearly concurrent with any period of insurance as certified by the Insured Auditor's such amounts to be proportionally increased when the Indemnity Period exceeds 12 months being less than the sum insured thereon, a pro rata return of premium not exceeding 50% of the premium paid on such sum insured for such period of insurance will be made in respect of the difference. If any damage shall have occurred, giving rise to a claim under this Policy, such return shall be made in respect only of so much of the said difference as is not due to such damage.
- b) If the Sum Insured in the Specification is shown as Estimated
 The premium paid at the commencement of each period of insurance is provisional and the Insured shall declare the Gross Profit earned during the accounting period of twelve months most nearly concurrent with any period of insurance as certified by the Insured's Auditors (such amount to be proportionally increased when the Indemnity Period exceeds twelve months).
 The premium will be calculated at the appropriate rate on the declaration and the premium paid will be adjusted by allowing the Insured a return of premium not exceeding 50% of the premium paid or by the Insured paying an additional premium whichever is appropriate. If any damage shall have occurred, giving rise to a claim under this Policy, such return shall be made in respect only of so much of the said difference as is not due to such damage.

Memo 4. Payments on account to be made monthly during the Indemnity Period, if desired, subject to adjustment at the termination of such period.

Memo 5. Damage as defined by this Section shall include property in the vicinity of the Insured premises, destruction of or damage to which shall prevent or hinder the use of the premises or access thereto, whether the premises of the Insured thereafter shall be damaged or not.

Memo 6. New Business - For the purpose of any claim arising from Damage occurring before the completion of the first year's trading of the Business at the Premises the terms "Standard Turnover" and "Rate of Gross Profit" shall have the following meaning and not as within stated: -

Rates of Gross Profit -

The rate of gross earned on the turnover during the financial year immediately before the date of the damage.

Annual Turnover -

The turnover during the period in the twelve months immediately before the date of the damage

Standard Turnover -

The turnover during the period in the twelve months immediately before the date of the damage which corresponds with the Indemnity Period



to which such adjustments shall be made as may be necessary to provide for the trend of Business and for variations in or special circumstances affecting the Business either before or after the Damage of which would have affected the Business had the damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the result which but for the Damage would have been obtained during the relative period after the damage.

Rate of Gross Profit - The rate of Gross Profit earned on the Turnover during the period between the date of the commencement of the Business and the date of the Damage.

Standard Turnover - The proportional equivalent for a period equal to the Indemnity Period of the Turnover realised during the period between the commencement of the Business and the date of the Damage.

Memo 7. Subrogation Waiver - In the event of a claim arising under this Policy, the Insurers agree to waive any rights, remedies or relief to which they might become entitled by subrogation against:

- a) any Company standing in the relation of Parent to Subsidiary, or Subsidiary to Parent, to the Insured as defined in section 154 of the Companies Act 1948.
- b) any Company which is a Subsidiary of a Parent Company of which the Insured are themselves a subsidiary in each case within the meaning of section 154 of the Companies Act 1948.

Memo 8. Departmental - If the Business be conducted in departments the independent trading results of which are ascertainable the provisions of clauses (a) and (b) of the Items in on Gross Profit and where applicable wages shall apply separately to each department affected by the Damage.

Memo 9. Salvage Sale - If following Damage giving rise to a claim under this Section the Insured shall hold a salvage sale during the Indemnity Period clause (a) of the Item of Gross Profit shall for the purpose of such claim read as follows: -

- a) **IN RESPECT OF REDUCTION IN TURNOVER:** the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period (less the Turnover for the period of the salvage sale) shall in consequence of the Damage fall short of the Standard Turnover from which sum shall be deducted from the Gross Profits actually earned during the period of the salvage sale.

Memo 10. Output Option - It is agreed and declared that, at the option of the Insured, the term Output may be substituted for the term Turnover and for the purposes of this Policy Output shall mean the sale value of goods, manufactured by the Insured in the course of the Business at the Premises, provided that:

- a) Only one such meaning shall be operative in connection with any one occurrence involving damage (as within defined).
- b) If the meaning set out above be used memo 1 shall be altered to read as follows: -

If during the Indemnity Period goods shall be manufactured other than at the Premises for the benefit of the Business either by the Insured or by others on the Insured's behalf the sale value of the goods so manufactured shall be brought into account in arriving at the Output during the Indemnity Period.

Memo 11. Transit - Loss as insured by this Section resulting from Damage to the property of the Insured whilst in transit by road, rail or inland waterway in Great Britain or Northern Ireland shall be deemed to be a loss resulting from Damage to the property used by the Insured at the Premises provided that after the application of all other terms, conditions and provisions of the Section the liability under this Extension in respect of any one occurrence shall not exceed 10 percent of the sum insured as shown for this subsection in the Schedule.

Subject otherwise to the terms, limitations and conditions contained in this Policy.

2) INCREASED COST OF WORKING

In the event of any building or other property or any part thereof used by the Insured at the Premises for the purpose of the Business being destroyed or damaged by the perils Insured under Section 1 and the Business as stated in the Schedule carried on by the Insured at the premises as stated on the Schedule be in consequence thereof interrupted or interfered with

THEN THE INSURERS WILL PAY TO THE INSURED the amount of loss resulting from such interruption or interference in accordance with the provisions herein contained.

PROVIDED THAT at the time of the happening of the damage there shall be in force an insurance covering the interests of the Insured in the property at the Premises against such damage and that payments shall have been made all liability admitted therefore under such insurance.

AND THAT the liability of the Insurers shall in no case exceed the total sum insured hereby as specified in the Schedule or such other sum or sums as may hereinafter be substituted therefore by memorandum signed by or on behalf of the Insurers. The insurance under this Sub - Section is limited to Increased Cost of Working and the amount payable as indemnity thereafter shall be: -

THE ADDITIONAL EXPENDITURE (including costs of moving to and from the additional Rent of temporary premises, and compensation or premium necessary to obtain use of same; additional Rates and Taxes thereon and expenses incurred in installing and/or hiring such furniture, fixtures and fittings as may be required to render said premises suitable for occupation as offices; additional costs in respect of lighting, heating and water; additional costs in respect of telephone, stationery, advertising, printing and traveling expenses; additional cost in respect of additional staff and overtime and allowances

for meals to existing staff) reasonably incurred in order to minimise any interruption or interference as aforesaid with the Business during the Indemnity Period.

DEFINITIONS

Indemnity Period: The period beginning with the occurrence of the damage and ending not later than 12 months thereafter during which the results of the Business shall be affected in consequence of the damage.

The liability of the Insurers under this section is limited to an amount payable of 40% of the sum insured during the first three months of the Indemnity Period.

Auditors Charges: The Insurance under this Section is extended to cover the reasonable charges payable by the Insured to their Auditors for producing and certifying any particulars for details contained in the Insured's books or accounts or other proofs, information or evidence as may be required by the Insurers. Notwithstanding this extension the Insurers maximum liability hereunder shall not exceed the sum insured as stated in the Schedule.

CLAUSES

1) DENIAL OF ACCESS

Loss as insured by this Section includes loss resulting from interruption of or interference with the Business in consequence of accidental loss or damage to the property in the vicinity of the Insured's Premises which restricts access to the Insured's premises but excluding such loss or damage to public utilities.

Provided that the Insurers liability in respect of any one occurrence shall not exceed the Sum Insured on any item of this Section.

2) PUBLIC UTILITIES

Loss as insured by this Section includes loss resulting from interruption of or interference with the Business in consequence of accidental loss or damage at the land - based premises of any public supply undertaking providing the Insured Premises with the services of electricity gas water and telecommunications where such interruption or interference exceeds 30 minutes duration.

Provided that the Insurers liability in respect of any one occurrence shall not exceed the Sum Insured on any Item of this Section.

3) PROPERTY AWAY FROM THE PREMISES

Loss as insured by this Section includes loss resulting from interruption of or interference with the Business in consequence of accidental loss or damage to property of the Insured whilst at any premises not occupied by the Insured and whilst in transit in Great Britain or Northern Ireland.

Provided that the Insurers liability in respect of any one occurrence shall not exceed 10% of the Sum Insured on any item of this Section.

Section 5 - Goods In Transit

(Only operative if shown in the schedule)

DEFINITIONS specific to this section only.

1. Property means goods incidental to the Business but excluding goods mentioned in Exception 1 unless described in the Schedule to this section.
2. Loss Limit means the maximum amount which the Insurers will pay in respect of any occurrence of loss, destruction or damage to Property.
3. Insured means the owner of the insured equipment or the hirer of the equipment where this policy is to extend to indemnify the hirer as detailed in the schedule under the All Risks section of this policy.

COVER

In the event of the Property or any part of it described in the Schedule to this Section being lost, destroyed or damaged during the Period of Insurance by any accident or misfortune whilst in or on or being loaded onto or unloaded from any road vehicle

or trailer or railway train or whilst temporarily housed in the course of transit whether on or off such conveyance all within the land limits of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands the Insurers will indemnify the Insured by at their option repairing, replacing or paying the amount of the loss, destruction or damage.

LIMITS OF LIABILITY

For all loss, destruction or damage the Insurers liability under this section shall not exceed the limits specified in the Schedule to this Section.

EXCEPTIONS

This Section does not cover:-

1. loss or destruction of or damage to
 - a) livestock, explosives, goods of a dangerous nature, tobacco, cigarettes, cigars, wines, spirits, furs, watches, jewellery, gold and silver articles, precious metals and stones, non-ferrous metals, bullion, cash, stamps, bank notes, bills of exchange, securities, deeds, documents, manuscripts or plans unless described in the Schedule to this Section.
 - b) china, glass, earthenware, pictures, scientific instruments, statuary, marble or plaster work unless caused by fire, theft or accident to the conveyance or an object falling onto the conveyance.
 - c) Property whilst temporarily housed in course of transit for the purpose of storage, making-up, packing or processing.
 - d) Losses from unattended vehicles or trailers or the like between the hours of 0.00 and 07.00 unless left in a locked and secure building or compound or in situ at a venue to which the Insured has been contracted to work and where any secure building or compound is either unavailable or unpractical to use.
2. loss destruction or damage caused by or happening through
 - a) vermin wear and tear defective or inadequate packing, depreciation or deterioration delay loss of market or consequential loss of any kind
 - b) confiscation national requisition or wilful destruction by any government public municipal local or customs authority
3. losses from unattended vehicles or trailers unless:-
 - a) entry or access to the vehicle has been affected by forcible and violent entry
 - b) equipment is out of view from the exterior of the vehicle
4. the amount of the Excess stated in the Schedule

CONDITIONS

1. It is a condition of this Section applying to any vehicle owned borrowed or hired by the Insured and used under their direct control or owned by an Employee and used on the Insured's behalf that
 - a) when such vehicle is left unattended all doors and the boot shall be locked and the windows and other means of access adequately secured and all securing devices set for operation.
 - b) All security equipment including the locks be properly and adequately maintained and neither withdrawn nor varied without the written consent of the Insurers
 - c) The total limit under this section as specified in the schedule shall not exceed the total as specified under the All Risks section of this policy. Where the limit is higher than this figure the Insured shall be considered to be under insured and therefore the condition of average shall apply as defined under Exclusion and Condition 3 of the All Risks section of this policy.

For the purposes of this Condition the term vehicle includes trailer whether or not attached to an automotive unit provided the trailer is equipped and secured as provided in Clause 1 a) and b) above

The insurance by this Section shall not be invalidated because of the non-compliance with the above mentioned requirements in the event of loss destruction or damage due to a peril other than theft

2. If the terms in this Schedule to this Section relate to any road vehicle or trailer owned by or operated under the direct control of the Insured the insurance by this section applies only to Property whilst in or on or being loaded onto or unloaded from such vehicle or trailer

3. If the Property on any road vehicle or trailer shall at the time of loss destruction or damage be greater than the Sum Insured in respect of such vehicle or trailer then the Insurers shall bear only that proportion of the loss destruction or damage which the Sum Insured bears to the value.
4. All contracted hauliers to comply with RHA/CMR Conditions of Carriage.

Section 6 - Money

Only operative if shown in the schedule)

DEFINITIONS

1. Money means Cash, Bank Notes, Cheques, Girocheques, Bankers' Drafts, Money Orders, Postal Orders, Bills of Exchange, unused Postage Stamps, National Insurance Stamps, National Savings Stamps and Certificates, Holiday with Pay Stamps, Credit Company Sales Vouchers and VAT Purchase Invoices all the Insured's own or for which he is responsible and Luncheon Vouchers the Insured's own only whilst in his custody.
2. Non-Negotiable Money means Crossed Cheques, Crossed Girocheques, Crossed Bankers Drafts, Crossed Money Orders, Crossed Postal Orders, used National Insurance Stamps, National Savings Certificates, Credit Company Sales Vouchers and VAT purchase Invoices.
3. Money in Safe means Money (excluding Non-Negotiable Money) contained in locked safe or strongroom in the Insured's premises when closed for business.
4. Any Other Money means Money (excluding Non-Negotiable Money and Money in safe).
 - a) in the Insured's premises when open for business and
 - b) elsewhere whilst in transit, bank night safe & at Insured's private residence

COVER

In the event of

1. Money being lost, destroyed or damaged by any cause
2. any safe or strongroom belonging to the Insured being lost, destroyed or damaged as a result of theft or attempted theft of Money

during the Period of Insurance whilst within or in transit between Great Britain, Northern Ireland the Isle of Man or the Channel Islands the Insurers will indemnify the Insured by at their option repairing, replacing or paying the amount of such loss, destruction or damage.

LIMITS OF LIABILITY

The Insurers shall not exceed the Limit of Liability set against any item in the Schedule to this Section and furthermore shall not exceed in respect of

- | | |
|--|-------------------------------|
| 1. Non-Negotiable Money | £250,000.00 |
| 2. Money not contained in a locked safe or strongroom in the Insured's premises when closed for business | £250.00 |
| 3. Money in the dwelling of the Insured or of any person to whom such money is entrusted | |
| a) in a locked safe or when a responsible person present | £500.00 |
| b) otherwise | £250.00 |
| 4. Loss or destruction or damage to safe or strongroom | cost of repair or replacement |

EXCEPTIONS

This Section does not cover

1. shortage due to error or omission
2. loss destruction or damage arising from the dishonesty of any employee
 - a) unless such loss destruction or damage is discovered within seven working days of its occurrence

- b) insured under a Fidelity Guarantee policy except in respect of any excess beyond the amount which would have been payable under such policy had this insurance not been effected
- 3. loss destruction or damage resulting from a safe or strongroom being opened by the use of a key or combination code through the key or combination code having been left the Insured's premises whilst closed for business
- 4. loss destruction or damage happening through confiscation nationalisation requisition or wilful destruction by any government public municipal local or customs authority
- 5. the amount of the Excess stated in the Schedule

ENDORSEMENT

PERSONAL ACCIDENT ASSAULT

For the purpose of this Endorsement

- 1. Insured Person means
 - a) the Insured or any director partner or employee of the Insured
 - b) any person to whom the Insured has entrusted money other than an employee of a professional security company or organisation
- 2. Bodily Injury means accidental bodily injury including but not limited to drowning gassing poisoning or exposure to the elements resulting in Death or Disablement to an Insured Person
- 3. Death or Disablement means
 - a) Bodily Injury which within twelve months from its occurrence is the sole and direct cause of
 - i) death or
 - ii) loss of one or more limbs by physical separation at or above the wrist or ankle or
 - iii) permanent and total loss of use of one or both hands or feet or
 - iv) total and irrecoverable loss of sight in one or both eyes
 - b) Bodily Injury not resulting in loss of limbs or sight as defined in 3a which is the sole and direct cause of the Insured Person being totally disabled and prevented from attending to his business or occupation or to business of any kind with proof satisfactory to the Insurers that such disablement has continued for 12 months from the date of the occurrence of Bodily Injury and will in all probability continue for the remainder of the Insured Persons life
 - c) Bodily Injury which is the sole and direct cause of the Insured Person being totally disabled and prevented from attending to his business or occupation
 - d) The Insurers shall be under no obligation to accept an offer made in accordance with the said undertaking

COVER

If, during the Period of Insurance and as a direct result of robbery or attempted robbery in the course of the Business an Insured Person suffers.

- 1. Bodily Injury the Insurers will pay to the Insured or to his legal personal representative the relevant Benefit for Death or Disablement

Provided that

- a) the Insurers shall not be liable for
 - i) more than one Benefit in respect of Bodily Injury sustained by any Insured Person for Death or Disablement as defined under 3a and 3b
 - ii) weekly compensation as defined under 3c in excess of 104 weeks
- b) weekly compensation as defined under 3c shall become payable when the period of disablement has been ascertained and the total amount agreed or at the request of the Insured at intervals of not less than four weeks
- c) The Insured Person shall act upon medical or surgical advice as soon as practicable and submit to medical examination at the Insurers expense as often as they require
- 2. loss or destruction of or damage to clothing or personal effects (excluding jewellery and watches) the Insurers will at their option repair or replace or pay the amount of such loss, destruction or damage up to a limit of £250 in respect of any one Insured Person following any one such robbery or attempted robbery.

SCHEDULE OF COMPENSATION	BENEFIT
Death, Loss of Limb(s) or Eye(s) as defined in 3a	£5,000
Permanent Total Disablement as defined in 3b	£5,000
Temporary Total Disablement as defined in 3c	£50 per week

Section 7A - Public Liability

(Only operative if shown in the schedule)

The Insurers will indemnify the Insured against their legal liability for damages and reasonable costs and expenses in respect of:-

- a) accidental Injury to any person
- b) accidental Damage to Property
- c) accidental interference with or loss of enjoyment of Property as a result of obstruction trespass or nuisance occurring during the Period of Insurance and caused in connection with the Business within the Territorial Limits.

Provided that any action for damages is brought against the Insured in a court within the Territorial Limits and the maximum liability of the Insurers in respect of any one occurrence, or series of occurrences from the same original cause shall not exceed the Limit of Indemnity stated in the Schedule .

The Insurers will also pay:

- a) The legal costs incurred with the Insurers prior written consent of representation at:
 1. Any coroners inquest or injury in respect of any death
 2. Proceedings in any court of summary jurisdiction arising out of any alleged breach of statutory duty resulting in bodily injury which may be the subject of indemnity under the section.
- b) all other costs and expenses in relation to any matter which maybe the subject of a claim under this section.

Extensions

1. Cross Liabilities

When more than one party compromise the Insured, the Insurers will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issued to each. Provided that the total amount payable in respect of damages shall not exceed the limit of indemnity shown in the schedule.

2. Contingent Motor Liability

Notwithstanding exclusion 1 (a) the insurers will provide indemnity to the Insured against legal liability arising out of and in the course of the business of a motor vehicle not the property of or provided by the Insured.

The indemnity will not apply to legal liability.

- a) In respect of loss of or damage to such vehicle or to property conveyed therein
- b) arising whilst such vehicle is being driven by the Insured
- c) in respect of which the Insured in entitled to indemnity under any other insurance.

Exclusions

The indemnity will not apply to legal liability

1. Arising out of the ownership, possession or use by or on behalf of the Insured of any:
 - a) mechanically propelled vehicle for which insurance is required under the road traffic act or similar legislation
 - b) aircraft of other aerial devices
 - c) hover craft
 - d) waterborne craft (other than hand propelled or sailing craft in inland or territorial waters)

2. For bodily injury to any employee arising out of and in the course of employment by the Insured in the business.
3. In respect of loss of or damage to property owned by or in the care, custody or control of the Insured other than
 - a) personal property of employees, directors partners or visitors,
 - b) Premises and their contents not owned by or leased or rented to the Insured at which the Insured is undertaken work in connection with the business.
 - c) Premises and their fixtures and fittings leased or rented to the Insured provided that such premises are insured against fire and that the indemnity shall not apply in respect of liability for
 - i) such loss or damage if the liability is assumed by the Insured under a tenancy or other agreement and which would not have attached in the absence of such agreement.
 - ii) The Insured shall be responsible for the first £100 of such loss or damage caused otherwise than by fire or explosion.
4. For the cost of remedying any defect or alleged defect in premises disposed of by the Insured.
5. For loss of or damage to any aircraft, hover craft or waterborne craft arising out of work carried out thereon by or on behalf of the Insured.
6. For loss of or damage to property or bodily injury to persons arising out of the pollution of air, water or soil unless it can demonstrably be proved to have been caused by immediate discharge consequent upon an accident.
7. Arising out of or in connection with wrongful advice, design or specification when given by the Insured for a fee
8. For bodily injury or loss of or damage to property arising from goods or products manufactured, sold, supplied, altered, distributed, constructed, repaired, serviced, treated or installed or let on hire by the Insured.
9. Arising in connection with the application of heat, the use of any Burning or Welding equipment or naked flame away from the insured's premises
10. Which attaches itself solely by virtue of a contract or agreement unless liability would still have attached in the absence of such contract or agreement.
11. The amount of the Excess stated in the Schedule in respect of any claim for damage to property and bodily injury

Section 7B - Products Liability

(Only operative if shown in the schedule)

The Insurers will indemnify the Insured against their legal liability for damage and reasonable costs and expenses in respect of:-

- a) accidental Bodily Injury to any person;
- b) accidental loss of or damage to property
- c) accidental interference with or loss of enjoyment of Property as a result of obstruction trespass or nuisance

occurring during the Period of Insurance within the Territorial Limits and caused by or arising out of any Products supplied by the Insured

Provided that any action for damages is brought against the Insured in a court within the Territorial Limits and the maximum liability of the Insurers in respect of any one occurrence, and from all occurrences during the Period of Insurance shall not exceed the Limit of Indemnity stated in the Schedule.

Extension

Consumer Protection Act -

Legal defence costs:

The Insurers will indemnify the Insured and at the Insured's request any director, partner or employee of the Insured in respect of legal costs and expenses incurred with the Insurers prior consent in the defence of any criminal proceedings brought or in appeal against conviction arising out of or any proceedings in respect of a breach of part 2 of the Consumer Protection Act 1987.

Provided that:

- a) the proceedings relate to an offence alleged to have been committed during the period of insurance
- b) the indemnity will not apply

- i) to fines or penalties of any kind
- ii) where indemnity is provided by other insurance
- iii) to proceedings consequent upon any deliberate act or omission.

Exclusions

The indemnity will not apply to legal liability

1. In respect of loss of or damage to any product caused by any defect therein or the unsuitability thereof for its intended purpose.
2. For the costs of recall removal, alteration, replacement, repair or reinstatement, of any products necessitated by any defect therein or the unsuitability thereof for its intended purpose.
3. Arising out of or in connection with any product where such legal liability has been accepted by agreement unless such liability would have attached in the absence of such agreement.
4. Arising out of or in connection with wrongful advice, design or specification when given by the Insured for a fee.
5. Arising from any Product exported to the United States of America and / or Canada
6. The amount of the Excess stated in the Schedule

Section 8 -Employers Liability

(Only operative if shown in the schedule)

The Insurers will indemnify the Insured against legal liability from damage and reasonable costs and expenses in respect of accidental Bodily Injury caused during the period of insurance to any Employee and arising out of and in the course of employment by the Insured within the Territorial Limits in connection with the Business.

Provided that any action for damages is brought against the Insured within a court of law within Great Britain, Northern Ireland, The Isle of Man, or the Channel Islands.

The Insurers will also pay the following costs provided that they are incurred with the Insurers prior written consent.

- a) The legal costs of representation at:
 - i) An coroners inquest or enquiry in respect of any death
 - ii) Proceedings in any court of summary jurisdiction arising out of alleged breach of statutory duty resulting in Bodily Injury, which may be the subject of indemnity under this section.
- b) all other costs and expenses in relation to any matter which may be the subject of a claim under this section.

The Insurers maximum liability in respect of damages and all costs and expenses shall not exceed the Limit of Indemnity stated in the Schedule.

Extensions

Where any contract or agreement entered into by the Insured with any principals so requires the Insurers will Indemnify the principal in like manner to the Insured in respect of the principals liability arising from the performance of such contract or agreement but only so far as concerns liability as defined in this Policy to an employee of the Insured.

Provided that:

- i) The Insured shall have arranged with the principal for conduct and control of all claims to be vested in the Insurers in accordance with general condition 4.
- ii) The principal shall be as though he were the Insured observe, fulfil and be subject to the terms and conditions of this Policy in so far as they can apply.

EXTENSIONS TO ALL LIABILITY SECTIONS

1. Compensation for Court attendance in the event of any of the under mentioned persons attending Court as a witness at the request of the Insurers in connection with a claim in respect of which the Insured is entitled to indemnity, the Insurers will pay compensation to the Insured at the following rates per day on which attendance is required
 - a) any director or partner of the Insured £100.00
 - b) any employee of the Insured £50.00
2. Health & Safety at Work Act – Legal defence costs

the Insurer will provide indemnity to the Insured and at the Insured's request any director, partner or employee of the Insured in respect of legal costs and expenses incurred with the Insurers written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the health and safety at work (Northern Ireland) order 1978.

Provided that

- a) the proceedings relate to an offence alleged to have been committed during the period of insurance and in course of the Insured's business.
- b) The indemnity will not apply
 - (i) to fines or penalties of any kind
 - (ii) to proceedings consequent upon any deliberate act or omission
3. The Insurers will indemnify
 - (a) the personal representatives of the Insured in respect of liability incurred by the Insured
 - (b) at the request of the Insured
 - (i) any director of the Insured
 - (ii) any employee of the Insured against legal liability in respect of which the Insured would have been entitled to indemnity under this Policy if a claim had been made against the Insured
 - (iii) the officers, committees and members of the Insured's canteen, sports, social and welfare organisations and first aid, fire and ambulance services in their respective capacities as such
 - (iv) any director or partner of the Insured in respect of private work undertaken by any employee for such director or partner with the prior consent of the Insured.

Each of whom shall as though they were the Insured be subject to the terms and conditions of this Policy in so far as they can apply.

General Definitions

1. **Adults** shall mean any person (s) aged sixteen years of age or over
2. **Bodily injury** shall include death illness and disease
3. **Business**
As shown in the schedule shall include the ownership and disposal of premises and the provisions and management of canteen, social sports and welfare organisations for the benefits of employees and first aid, fire and ambulance services.
4. **Children** shall mean any person (s) aged fifteen years of age or under
5. **Damage** shall mean loss, destruction or damage to material property
6. **Employee** shall mean any
 - (a) person under a contract of service or apprenticeship with the Insured;
 - (b) Labour master and person supplied by him;
 - (c) Person employed by labour only sub-contractor;
 - (d) Self-employed person;

- (e) Persons hired or borrowed by the Insured;
 (f) Persons undertaking study or work experience.
7. **Equipment** shall mean the goods specified in the Schedule
8. **Event** shall mean any one occurrence or all occurrences of a series consequent upon or attributed to one source or original cause.
9. **Excess** shall mean the amount or amounts shown in the Schedule which the Insurers will deduct from each and every event
10. **Hire** shall mean **Equipment** available for use in return for payment
11. **Hiree** shall mean someone who hires from a hirer
12. **Hirer** shall mean someone who Hires
13. **Insured** shall mean the **Insured** named in the **Schedule including Directors and Partners**
14. **Insurers** shall mean Accelerant Insurance Europe SA
15. **Limit of Indemnity / Limit of Liability** shall mean the limits of the **Insurers** liability as stated in the **Schedule** applicable to the particular item or section
16. **Policy** shall mean The proposal (including any supplementary proposals) and declaration made by the Insured are the basis of and form part of this Policy
17. **Premises** shall mean the premises as stated in the Schedule
18. **Principal** shall mean the person, company, firm or public authority with whom the Insured has entered into a contract for work or services.
19. **Product** shall mean
- (a) any goods including any **Equipment** and **Equipment on Hire**
- (b) Buildings, contract work and structures erected by or on behalf of the Insured manufactured, sold, supplied, altered, distributed, constructed, repaired, serviced, treated or installed or let on hire by the Insured and no longer in the possession or control of the Insured in connection with the business as shown in the schedule.
20. **Property** shall mean material property
21. **Proposal** shall mean any information provided by the Insured in connection with the **Business**
22. **Schedule** shall mean the document which specifies details of the Insured the Premises the **Business** the **Property Insured** the **Sum(s) Insured** and **Limits of Liability** and any **Excess** or **Excesses** additional clauses endorsements and other terms and conditions of the Policy
23. **Sum(s) Insured** shall mean the **Sum(s) Insured** as stated in the **Schedule** applicable to the particular item or section
24. **Venues** shall mean premises other than the premises as stated in the schedule
25. **You** shall mean the **Insured**

Territorial Limits

Definition – United Kingdom, Channel Islands, and the Isle of Man.

Employers Liability - Elsewhere in the world where any person normally resident in the above Territorial Limits is temporarily engaged in non-manual work in connection with the Business.

Public and Products Liability - United Kingdom, Channel Islands and the Isle of Man.

General Policy Conditions

1. The Insured shall take all reasonable precautions to prevent Bodily Injury or loss of or damage to Property and shall maintain all buildings plant and vehicles in sound condition.
2. The Insured shall as soon as possible give notice in writing to the insurers of any alteration likely to increase the risk of loss or damage to the property Insured or insurers liability and shall pay such reasonable premium, if any, as may be required by the insurers.
3. The due observance of the terms of this Policy relating to anything to be done or complied with by the Insured is a condition precedent to any liability of the Insurers except in so far as it is necessary to comply with the requirements of any legislation enacted in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands relating to compulsory insurance of legal liability to employees. The Insured shall repay the Insurers all sums paid by Insurers which but for this legislation Insurers would not have been liable to pay.
4. If the premium on this Policy is subject to adjustment the Insured shall keep during the entire currency hereof the records necessary to adjust the premium and shall at all reasonable time allow Insurers or their representatives to inspect such records. At the end of each period and on termination of this Policy the Insured shall declare such particulars. The premium shall then be adjusted and the difference paid by or allowed to the Insured subject to any minimum premium shown in the Schedule.
5. The Insured shall give to the Insurers through the Insured's Insurance Intermediary immediate notice in writing with full particulars, of the happening of any occurrence likely to give rise to a claim under this Policy, the receipt by the Insured of notice of any claim and of the institution of any proceedings against the Insured.
6. The Insured shall not admit liability for or offer to settle any claim without written consent of the Insurers who shall be entitled to take over and conduct in the name of the Insured the defence of any claim and to prosecute in the Insured's name for Insurers benefit any claim for indemnity or damages or otherwise against any third party and shall have full discretion in the conduct of any negotiations and proceedings and the settlement of any claim. The Insured shall give to Insurers such information and assistance as the Insurers may reasonably require.
7. The Insured shall not incur any expense in making good any damage without the consent of the Insurers, and shall not admit liability for or offer or agree to settle any claim without the written consent of the Insurers, who shall be entitled to take over and conduct in the name of the Insured the defence of any claim and to prosecute in the Insured's name for Insurers benefit any claim for indemnity or damages or otherwise against any third party, and shall have full discretion in the conduct of any negotiations and proceedings and the settlement of any crime. The Insured shall give to the Insurers such information and assistance as the Insurers may reasonably require.
8. On the happening of any loss, destruction or damage, the Insured shall give to the Insurers or their Agents or Representative leave and licence to enter the building where the loss destruction or damage has occurred and take and keep possession of any of the property hereby insured and deal with the salvage in a reasonable manner. If the Insured shall hinder or obstruct the Insurers or their Agents or Representative from doing any of the forgoing acts, all benefit under this Policy shall be forfeited.
9. If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise this Policy shall become void and all claim hereunder shall be forfeited.
10. Insurers may cancel this policy by sending fourteen days notice by recorded delivery letter to the Insured at their last known address and making a proportionate return of premium for any unexpired period of insurance for which you have paid Where a claim has been made during the current period of insurance the full annual premium will still be payable despite cancellation of cover and the company reserve the right to deduct this from any claim payment.

ALL ITEMS OF EQUIPMENT

It is a condition precedent to liability that:-

- A. All equipment (including anchor points) must be in good condition and be maintained and used in accordance with manufacturer's instructions;
- B. All equipment must have been inspected annually by either the manufacturer or a PIPA, ADIPS or RPII approved inspector to ensure compliance with the appropriate British Standard. Furthermore a copy must be available to the Insurer if required in the event of a claim;
- C. All equipment, whether hired with or without a supervisor, must be supervised by a person over the age of 16;
- D. Any person who is visibly intoxicated through alcohol, drugs or any other intoxicating substance shall not be allowed to use the equipment;
- E. No food (including gum) or drink shall be allowed in or on any item of equipment;
- F. No equipment shall be used outdoors during bad weather particularly strong winds and if raining a shower cover must be used;

- G. All electrical equipment and generators must be switched off during re-fuelling. Re-fuelling containers must be suitably marked and kept in a safe location;
- H. All equipment requiring anchoring must not be used until the equipment has been suitably anchored;
- I. All persons using inflatable equipment must remove their footwear;
- J. All equipment must have safety matting at the entrance and exit;
- K. All equipment hired out without a supervisor must be hired under contract detailing the responsibilities of the hiree, which must include Conditions C to J (shown above) and holding the hiree responsible for any loss or damage. The contract must be signed by the hiree and a copy retained for inspection by Insurers in the event of a claim;
- L. Notwithstanding Conditions C & K, the Insured will always provide a suitably trained and competent Employee (aged 18 or over) to accompany and operate the following equipment, on the strict basis that any of the listed equipment has been declared to and agreed by the Insurers as being insured by this Policy:
 - i) Rodeo Bull / Multi-Rides
 - ii) Bungee Run / Equaliser / Eliminator and the like
 - iii) Simulators, i.e. Surf/Snow and the like
 - iv) Inflatable slides with a platform height of 12 feet (3.6 metres) and above
 - v) Archery
 - vi) Axe Throwing
 - vii) Quad Bikes
 - viii) Climbing Walls / Towers
 - ix) Zorbing of any description including water walking and body zorbs
 - x) Party Cannon / Lance, projecting Paint, Foam, Co2, Confetti, Popcorn, Bubble & Snow

BONA FIDE SUB CONTRACTORS CONDITION

It is agreed that all sub-contractors that they engage maintain employers' liability and public liability policies that provide:

- a) Employers' liability coverage with a limit of indemnity of not less than £10,000,000 any one occurrence
- b) Public liability coverage with an indemnity limit of not less than the limits provided by this Policy
- c) An indemnity to the Insured as principal

It is further agreed that they do not assume by agreement any liability or potential liability that would not have attached to them in the absence of such agreement, including but not limited to, the assumption of any liability or potential liability on behalf of any bona fide sub-contractor, or the waiver of any rights of recourse against any bona fide sub-contractor.

MINIMUM SECURITY CONDITION

For all items in excess of £5000 it is a condition precedent to liability that:-

- a) all final exit doors to the storage premises must have 5 lever Mortice deadlocks to BS 36211. All other doors within the storage premises are to be locked internally with key operated locking bars, close shackle padlocks or 6 inch barrel bolts top and bottom;
- b) if the storage premises include a garage with an up and over door this door must be secured with a hasp and staple firmly embedded to an anchoring point on the floor or to the brickwork and/or the up and over door frame;
- c) the storage premises must be constructed of brick, stone, slate or concrete and roofed with slate or tile or the buildings are modern industrial units constructed of steel framed metal clad walls and roof unless agreed by Insurers;
- d) all external windows of the storage premises must be secured with key operated locks or fixed shut;
- e) any trailer left parked whilst in transit to or from the premises of a customer hiring the equipment must be securely hitched to the towing vehicle. The vehicle must be immobilized and alarmed and the trailer must be fitted with hitch locks and/or wheel clamps to prevent movement;
- f) all equipment in unattended vehicles or trailers or the like between the hours of midnight and 7am must be kept within a locked and secure building and compound or in situ at a venue to which the Insured has been contracted to work and where any secure building or compound is either unavailable or impractical to use;

- g) All vehicles and/or trailers to hold more than £5,000 Insured equipment must be fitted with an appropriate alarm and key operated immobiliser. All security features on the vehicles to be properly maintained and effected whilst unattended by the Insured or responsible person. Trailers also to be fitted with adequate physical security to restrict movement whilst unattended by the Insured or person made responsible for it.

For all items insured below £5000 it is a condition precedent to liability that:-

- a) items be stored within a locked building fitted with a minimum of a closed shackle padlock;
- b) if the storage premises include a garage with an up and over door this door must be secured with a hasp and staple firmly embedded to an anchoring point on the floor or to the brickwork and/or the up and over door frame;
- c) all external windows of the storage premises must be secured with key operated locks or fixed shut;
- d) any trailer left parked whilst in transit to or from the premises of a customer hiring the equipment must be securely hitched to the towing vehicle. The vehicle must be immobilized and alarmed and the trailer must be fitted with hitch locks and/or wheel clamps to prevent movement;
- e) all equipment in unattended vehicles or trailers or the like between the hours of midnight and 7am must be kept within a locked and secure building and compound or in situ at a venue to which the Insured has been contracted to work and where any secure building or compound is either unavailable or impractical to use.

EMPLOYERS' LIABILITY TRACING OFFICE

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

1. Certain information relating to your insurance policy including, without limitation,
 - a) the policy number(s);
 - b) employers' names and addresses (including subsidiaries and any relevant changes of name);
 - c) dates of cover;
 - d) employer's reference numbers provided by Her Majesty's Revenue and Customs; and
 - e) Companies House reference numbers (if relevant) will be provided to the Employers' Liability Tracing Office (ELTO) and added to an electronic database (database).
2. This information will be made available by us to ELTO in a specified and readily accessible form as required by the Employers' Liability Insurance Disclosure by Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.
3. The database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on or who carried on business in the UK and who are covered by the employers' liability insurance of their employers (claimants)
 - a) to identify which insurer (or insurers) provided employers' liability cover during the relevant periods of employment; and
 - b) to identify the relevant employers' liability insurance policies.
4. The database will be managed by ELTO.
5. The database and the data stored on it may be accessed and used by claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

General Exceptions and Exclusions

1. This Policy does not cover loss or damage or any liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
2. This Policy does not cover loss or destruction of or damage to any property whatsoever of any loss or expenses whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by and contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
3. This Policy does not cover loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices traveling at sonic or supersonic speeds.
4. This Policy does not cover loss or destruction of or damage to any property in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence of:
 - i) civil commotion
 - ii) any unlawful, wanton or malicious acts committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association.

NOTE: - "Unlawful Association" means any organisation which is engaged in terrorism and includes an organisation which at any relevant time is a proscribed organisation within the meaning of the Northern Ireland (Emergency provisions) Act 1973. "Terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public in fear. In any action, suit or other proceedings where the Insurers allege that by reason of the provisions of this endorsement any loss, destruction or damage is not covered by this Policy the burden of proving that such loss, destruction or damage is covered shall be upon the Insured. This overriding exclusion applies to this Policy and to any extension thereof, whether such extensions be issued before or after this overriding exclusion except only if any extension be issued hereafter which expressly cancels this overriding exclusion.

5. This Policy does not cover any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulation of the European Union, United Kingdom or United States of America.
6. This Policy does not cover any claim of whatsoever nature which arises directly or indirectly from or consists of the failure or inability of any
 1. electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer data processing equipment, telecommunications equipment or system and similar devices.
 2. Media or system used in connection with any of the foregoing whether the property of the Insured or not, at any time to achieve any or all of the purpose and consequential effects by the use of any number, symbol or word to denote a date, including, without limitation, the failure or inability to recognise, capture, save retain or restore and/or correctly manipulate, interpret, transmit, return, calculate, or process any date, data, information, command, logic or instruction as a result of
 - i) recognising, using or adopting any date, day of the week or period of time otherwise than as, or other than, the true or correct date, day of the week or period of time
 - ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in 1 and 2 above.

Provided always that this clause shall not apply to claims otherwise indemnifiable under this Policy, subject to all its terms and provisions comprising loss or destruction of, or damage to property owned by, in the possession of or held in trust by the Insured and/or the Insured's consequential losses from loss or destruction of or damage to any property if directly caused by fire, lightning, explosion, aircraft and other aerial devices or articles dropped therefrom, riot civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal or theft.

For the avoidance of doubt the foregoing exemption to this clause not apply to any claim arising from any legal liability of the Insured.

Furthermore should electronic data processing media insured by this policy suffer physical loss or damage, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Agreement does not insure any amount pertaining to the value of such ELECTRONIC DATA to the assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

This clause does not apply to any claim arising under insurance in respect of Employer's Liability or Personal Accident if provided by the Policy.

7. This Policy does not cover loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(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.

This Policy also does not cover loss, damage, cost or expense of whatsoever nature directly or indirectly 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.

If the Insurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

8. This Policy does not cover any act of terrorism directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with biological, chemical, radiological or nuclear pollution or contamination.

9. This Policy does not cover loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, availability or failure in the security of a computer system, hardware, program, software, data, information repository, microchip, integrated circuit or similar item integrated to the normal operation of a Computer System, or cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

10. This Policy does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos or any materials containing asbestos in whatever form or quantity.
11. This policy does not cover any loss, damage, liability, claim, cost or expense (whether such loss, damage, liability, claim, cost or expense has been suffered by an insured or a third party) of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:
- a) Coronaviruses; and
 - b) Coronavirus disease (COVID-19); and
 - c) Severe acute respiratory syndrome coronavirus 2 (SARS- CoV-2); and
 - d) any mutation of or variation of a), b) or c) above; and
 - e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and
 - f) any fear or anticipation of a), b), c), d) or e) above, regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This exclusion does not will not apply to any claim arising under insurance in respect of Employer's Liability.

General Conditions Applicable To Inflatables

It is a condition precedent to liability that:-

- A. The inflatable has been built to the current British Standard (BS EN 14960) (if it has, there will be a label on it saying so. Buyers should ensure they get an invoice stating that the inflatable has been manufactured to this standard.
- B. The label tells you when it was made, how many people can use it and what heights they should be.
- C. After its first year and annually thereafter, the inflatable must be tested by a competent person to make sure it is still safe for use. A new unit should have an 'initial test' carried out at the point of manufacture to confirm it complies with BS EN 14960. The HSE supports annual examination by Inspectors registered with PIPA or ADIPS. Hirers should ask to see proof of this test.
- D. Every inflatable should have at least 6 anchor points, though bigger ones will need more. The operator manual that should be supplied with the inflatable will tell you how many there should be. If there is no manual you cannot be sure how many tie down points there should be for safe use.
- E. All the anchor points must be used, preferably with metal ground stakes at least 380mm length and 16mm diameter with a rounded top. Anchor points on the inflatable should have a welded metal 'O' or 'D' ring fitted to the end. If ground stakes cannot be used then a system of ballast using water or sand barrels or tying down to vehicles that will give at least the same level of protection should be used. Each anchor point should have the equivalent of 163kgs to give this. Beware of tripping hazards if you secure in this way.
- F. The inflatable is fully checked when it is blown up. The outer edges of the front step should at least line up with the centre of each of the front uprights. Under no circumstances should the width of the step be less than this. The whole unit should look symmetrical and those bits that should be upright, should be upright. If it looks misshapen or deformed there may be internal problems which may make bouncing unpredictable.
- G. If there is an electrical blower with the inflatable this should be tested like any other portable electrical appliance. The tube that connects the blower to the bag should be at least 1.4m in length.
- H. As a condition of hire constant supervision should be provided when the inflatable is blown up.
- I. Operating instructions should be supplied by the manufacturer or supplier and these should include at least the following:
 - i) Restrict the number of users on the inflatable at the same time to the limit in the manual or on the unit label. Do not exceed the user height limit given in the manual or on the unit label and keep bigger users separated from smaller.
 - ii) Ensure users can get on and off safely and that there is safety matting at the entrance in case of falls or ejections. These mats should not be more than 2" in depth.
 - iii) Users should not wear shoes, should take their glasses off if they can and pockets should be emptied of all sharp or dangerous items.
 - iv) Users should not eat or drink whilst playing or bouncing and anyone obviously intoxicated should not be allowed on.
 - v) Do not let things get too rough or let users climb or hang onto the walls or try to somersault.

General Conditions Applicable To Non Inflatables

Body zorbs / Body Bounce / Body Bumpers Conditions

It is a condition precedent to liability that:-

- A. Children and adults are not allowed to use the attraction at the same time;
- B. All play area surfaces are level free from obstructions or obstacles particularly those that could cause DAMAGE to the participant(s);

- C. A trained instructor must be present all times whilst the attraction is in use particularly to ensure that all participants are correctly strapped into the attraction;
- D. Body zorbs or body bounce must not be used in water;
- E. All participants must be given a safety briefing before being allowed on the attraction particularly on how to hold the handles;
- F. No person who has high blood pressure heart problems epilepsy back or neck problems pregnant or is clearly affected by drink or drugs be allowed on the attraction;
- G. All spectators must be kept at least 15 metres from the play area.
- H. The minimum age of participants conforms with manufacturers requirements.

Rodeo Bulls / Bucking Broncos / Multi Ride Conditions

It is a condition precedent to liability that:-

- A. A disclaimer must be displayed in a prominent position including but not limited to:
 - i) warning of the dangers of riding the rodeo bull
 - ii) participants ride at their own risk
 - iii) participants have no pre-existing medical conditions that could be aggravated by riding the rodeo bull;
- B. Prior to allowing users on the rodeo bull a daily check list document must be completed confirming the item is safe for use and is in good working order. This must be retained by the Insured for at least twelve months;
- C. Only one rider is allowed on the equipment at any one time;
- D. Participant must be at least 1.2metres tall;
- E. the rodeo bull should only be mounted once the safety inflatable surround is fully inflated;
- F. Participants must be able to mount the rodeo bull unaided;
- G. Participants must hold on to the bull by the ropes provided at all times;
- H. The following persons are not to be allowed to ride:
 - i) anyone who is or appears to be under the influence of alcohol or drugs
 - ii) anyone who is pregnant
 - iii) anyone who has had an operation within the past twelve months that through riding the rodeo the object of the operation could be aggravated
 - iv) anyone undergoing medical treatment for an ailment that may be aggravated by riding the rodeo, including but not limited to high blood pressure, epilepsy, back problems, neck problems or any heart condition
 - v) anyone suffering from any other condition that may be aggravated by riding the rodeo
- I. Equipment shall not be operated at any licenced premises after 11pm.

Bungee run / Equaliser / Eliminator Conditions

It is a condition precedent to liability that:-

- A. A suitable supervising adult must be in attendance at all times whilst the equipment is in use to ensure safe operation;
- B. Users of the equipment must not be stretched along the bungee by another party;
- C. Socks must be worn by all participants whilst using the equipment;
- D. The bungee cord is anchored to the wall end by a method recommended by TIPE(The Inflatable Play Enterprise www.tipe.co.uk);
- E. Runs anchored with the use of karabiners or welded metal parts are excluded.

Bungee Trampoline Conditions

It is a condition precedent to liability that:-

- A. Only one person may use the trampoline at any one time;
- B. Access to and egress from the trampoline bed is by a safe method;
- C. The trampoline must be operated by a suitably trained and competent person;

- D. The trampoline must be placed on a suitable and even surface at least one metre away from any other item.

Climbing Walls Conditions

It is a condition precedent to liability that:-

No person is allowed on the wall without the recommended safety equipment being worn at all times particularly knee pads elbow pads harnesses and helmet.

Laser Tag Conditions

It is a condition precedent to liability that:-

- A. In respect of outdoor laser tag a disclaimer notice is signed and dated by all participants or by a parent / guardian in respect of any participant under the age of 16;
- B. In respect of indoor laser tag a disclaimer notice must be prominently displayed at the reception and playing areas and participants attention must be directed to its content and meaning;
- C. No person under the age of eight be allowed to participate;
- D. A minimum of one marshal per twenty participants be present for each game and such marshal shall not participate in any game they are marshaling;
- E. No person who has high blood pressure heart problems epilepsy back or neck problems is pregnant or is clearly affected by drink or drugs be allowed on the attraction;
- F. All spectators must be kept well away from the play area.

Marquees / Tents (Including Circus Tents)

It is a condition precedent to liability that:-

- A. Associated equipment is only hired out with the marquees;
- B. Marquees are only erected and dismantled by the Insured &/or experienced employees of the Insured;
- C. The Insured complies with MUTAmarq accreditation scheme and best practice guide relating to the "Safe Use and Operation of Temporary Demountable Fabric Structures";
- D. The Insured complies with MUTA "Code of Practice";
- E. The Insured shall ascertain the location of all underground services prior to set up;
- F. The Insurers shall not be liable for Damage to the ground, erection site or surface upon which any marquee is set up;
- G. The Insurers shall not be liable for Damage to marquees whilst being erected or dismantled.

Sumo Suits Conditions

It is a condition precedent to liability that:-

- A. All participants must be of a similar age and size;
- B. If the competition ring is set up on a firm surface it must have foam safety mats at least two inches thick in the ring and have air cushions or beds outside the ring to prevent injury when falling;
- C. The ring must have a clearance of at least two metres from any property and/or spectators.

Trailer Trampolines Conditions

It is a condition precedent to liability that:-

- A. Only one person may use the trampoline at any one time;
- B. Children under the age of six are not allowed on the trampoline;
- C. A sign be erected in a prominent place to say that no cross jumping is allowed between trampolines;
- D. The trailer must be placed on a suitable and even surface with adequate clearance from trees fences poles washing lines and the like.

Trampolines without protective netting Conditions

It is a condition precedent to liability that:-

- A. Only one person may use the trampoline at any one time;
- B. Children under the age of six are not allowed on the trampoline;
- C. The surface around the trampoline for a distance of two metres be covered with an adequate soft padding to prevent falling injuries. Springs hooks and frames must be covered by safety padding;
- D. Parental and/or adult supervision must be provided at all times during use of the trampoline;
- E. The trampoline must be placed on a suitable and even surface with adequate clearance from trees fences poles washing lines and the like.

Water and Zorb balls Conditions

It is a condition precedent to liability that:-

- A. No persons other than participants are allowed in the inflatable pool whilst the activity is taking place;
- B. All spectators must be kept behind a safety barrier at a safe distance from the pool;
- C. All electrical equipment such as blowers and cables must be at least two metres away from water;
- D. All equipment must be inspected prior to each use to ensure there are no tears or punctures;
- E. The attraction must be supervised at all times by a suitably trained and competent person;
- F. The water level in the inflatable pool is kept at a level recommended by the manufacturers;
- G. The appropriate level of oxygen must be in the water balls and zorbs at all times;
- H. No participant is allowed in the water balls or zorbs for more than five minutes;
- I. No person under the age of seven shall use the equipment;
- J. Only one person at a time is allowed in the equipment;
- K. All participants are given a safety briefing before being allowed on the attraction;
- L. The following persons are not to be allowed to participate:
 - i) anyone who is or appears to be under the influence of alcohol or drugs
 - ii) anyone who is pregnant
 - iii) anyone who has had an operation within the past twelve months that through participating the object of the operation could be aggravated
 - iv) anyone undergoing medical treatment for an ailment that may be aggravated, including but not limited to high blood pressure, epilepsy, back problems, neck problems or any heart condition;
 - v) anyone suffering from any other condition that may be aggravated by the activity.

Face Painting Conditions

It is a condition precedent to liability that:-

- A. No child under the age of 3 shall have their face or any part of their body painted.
- B. All children under the age of 14 must be accompanied by an adult
- C. No child with visible open cuts or sores or fresh bruising shall have their face painted.
- D. No child with a cold sore, conjunctivitis or any other known infectious skin condition shall have their face painted.
- E. Clean equipment and professional face paints must only be used which conform to EEC/EU regulations.
- F. A skin test is advised up to 20 minutes prior to painting if that child has any food allergies or allergic reactions to soaps or skin creams.

Airsoft Conditions

It is a condition precedent to liability that:-

- eye protection must be worn at all times by participants and marshals during a skirmish and until all persons have left the skirmish environment;
- only eye goggles and face masks that are able to withstand close range impact from a 6-8mm airsoft ball fired at 500 fps are to be used (328 fps for risks situated in Northern Ireland);
- if a third party participant brings in their own goggles and/or face mask the Insured must visually confirm that the make and/or model of the equipment meets the above. If the Insured is unable to arrive at such confirmation the Insured must safely test the equipment by firing a 6-8mm round with a 500fps (328 fps for risks situated in Northern Ireland) gun at point-blank range. If the equipment fails the test the participant must wear equipment provided by the Insured or leave the playing area;
- participants aged 17 and under must wear full face masks;
- participants aged 18 and over must be offered full-face masks;
- participants and marshals must wear long sleeves and trousers at all times during a skirmish;
- no guns that have a gun velocity of greater than 500 fps single shot (328 fps for risks situated in Northern Ireland), or 370 fps fully automatic (328 fps for risks situated in Northern Ireland) are to be used in any skirmish. Players may use their own modified guns provided that they comply with this.

The Insured must chronograph the gun the first time the member plays at the site and after any modifications to ensure compliance;

- disclaimer notices are to be signed by all participants. If participant is 17 and under it must be signed by a guardian or parent or nominated adult.

NOTE: The disclaimer must include confirmation that the participant understands the risks involved with Airsoft and confirm that they have no pre-existing medical conditions that may be aggravated by participating in Airsoft;

- the minimum age of any participant is 11;
- 14 - 17 year olds are allowed to participate with parent or guardian or nominated adult permission. If the participant is under 14 they must be accompanied by a parent or guardian or nominated adult;
- the Insured must approve all pyrotechnics;
- pyrotechnics are only permitted to be used following a briefing on their safe usage prior to any skirmish taking place;
- the minimum age of participants using pyrotechnics is 18;
- no hot burning pyrotechnics shall be used where there is a risk of igniting fires;
- any site storing, issuing or selling pyrotechnics must have a current "Registered Premises Licence" issued under the requirements of the Explosives Act, 1875 and 1923
- only round Airsoft balls of either 6mm or 8mm diameter are to be used;
- all gas canisters must be safely locked away after use;
- a qualified first aider must be present at the site at all times;
- there must be a minimum of one marshal per 15 participants for urban environments and one marshal per 20 participants for woodland environments;
- any participant who is known or appears to be under the influence of alcohol or drugs is not to be allowed to take part in any skirmish;
- no participant is allowed to shoot or be shot at whilst ascending or descending towers;
- larp weapons are permitted to be used subject to full head protection being worn at all times;
- if motor vehicles are used:
 - i) all drivers must be at least 21 years of age and must be either the Insured or Employees of the Insured
 - ii) all vehicles must be fit for purpose and maintained regularly
 - iii) all drivers must have a full UK driving License and no driving convictions within the past 3 years other than speeding fines
 - iv) all vehicles that are not licensed for road use must have received SORN status arranged with the DVLA
 - v) a maximum speed limit of 10 mph applies at all times

NOTE: This Policy does not provide any indemnity in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any subsequent amendments or other Compulsory Road Traffic Legislation.

- pre-game safety briefings are given at all times in accordance with UKASGB (The United Kingdom Airsoft Sites Governing Body) guidelines.

Excesses:

£500 each and every loss in respect of Public & Products Liability

£250 each and every loss in respect of All Risks

Paintball Conditions

It is a condition precedent to liability that:-

- A. all participants must be given a full safety briefing prior to participating in any activities;
- B. a full paintball face mask must be worn at all times by participants and marshals during a paintball game and until all persons have left the paintball game environment and are in a designated safe zone. Only face masks that withstand close range impact from a 330 fps paintball marker are to be used;
- C. if a third party participant brings in their own goggles / face mask, and the Insured is unable to visually confirm that the make and/or model of the eye goggles brought in can withstand close range impact from a 330 fps paintball marker the Insured must test the goggles by firing a round with a 330fps gun at point-blank range; alternatively one of the paintball operator's own goggles / face mask must be used instead;
- D. all participants must wear long sleeves and trousers;
- E. tournament markers must not have a velocity of greater than 300 fps and site markers must not have a velocity of greater than 280fps;
- F. players may use their own modified markers provided that tournament markers do not have a velocity of greater than 300 fps and site markers do not have a velocity of greater than 280fps and the Insured must chronograph the third party gun before the player begins playing at the beginning of the day to ensure that they comply with these criteria;
- G. disclaimers are signed by all participants or by a parent / guardian in respect of any participant aged 17 or under;
- H. pre-game safety briefings are given at all times in accordance with United Kingdom Paintball Sports Federation (UKPSF) 'Code of Practice' guidelines;
- I. nobody aged under 11 years of age shall participate;
- J. anybody aged 14 - 17 is allowed to participate with adults only with parent / guardian permission;
- K. anybody aged under 14 must be accompanied by a parent / guardian / nominated adult;
- L. pyrotechnics are only to be used by participants who are aged 18 or over;
- M. the Insured must approve all pyrotechnics for use;
- N. pyrotechnics shall not be used where there is a risk of igniting fires;
- O. all gas canisters (if used and left on site) must be safely locked away after use and all keys removed from site;
- P. a qualified first aider must be present at the site at all times;
- Q. there must be a minimum of one marshal per 10 participants;
- R. marshals are not allowed to participate in any of the paintball games that they are marshalling;
- S. the following persons are not to be allowed to participate in any games:
 - i) anyone who is or appears to be under the influence of alcohol or drugs
 - ii) anyone who is pregnant
 - iii) anyone who has had an operation within the past twelve months that through participating in paintball the object of the operation could be aggravated
 - iv) anyone undergoing medical treatment for an ailment that may be aggravated by paintball, including but not limited to high blood pressure, epilepsy, back problems, neck problems or any heart condition;
 - v) anyone suffering from any other condition that may be aggravated by paintball

Leisure Facilities Condition

Sauna/Steam Rooms/hottubs/Jacuzzis

It is a condition precedent to the liability of Insurers that the use, operation or provision of Saunas, Steam Rooms, Hot tubs or Jacuzzis are subject to the following condition:

Notices carrying the following wording must be clearly displayed in the area where facilities are provided: "You must not use the Sauna, Steam Room, Hot tub or Jacuzzi if you:

- suffer from high or low blood pressure or any heart or circulatory disorder
- suffer from epilepsy or diabetes
- are pregnant
- are prone to dizziness or fainting"

Swimming Pools

It is a condition precedent to the liability of Insurers that the use or provision of swimming pools is subject to the following conditions:

- 1) the pool should be supervised at all times by a qualified Lifeguard(s)
- 2) all surrounding and/or related areas should have non slip flooring

Bungee Ejector Conditions

It is a condition precedent to liability that:-

- A. A disclaimer must be displayed in a prominent position including but not limited to:
 - i) warning the dangers of riding the bungee ejector
 - ii) participants ride at their own risk
 - iii) participants have no pre-existing medical conditions that could be aggravated by riding the bungee ejector;
- B. Prior to allowing users on the bungee ejector a daily check list document must be completed confirming the item is safe for use and is in good working order. This must be retained by the Insured for at least twelve months;
- C. The following persons are not to be allowed to ride:
 - i) anyone who is or appears to be under the influence of alcohol or drugs
 - ii) anyone who is pregnant
 - iii) anyone who has had an operation within the past twelve months that through riding the bungee ejector the object of the operation could be aggravated
 - iv) anyone undergoing medical treatment for an ailment that may be aggravated by riding the bungee ejector, including but not limited to high blood pressure, epilepsy, back problems, neck problems or any heart condition
 - v) anyone suffering from any other condition that may be aggravated by riding the bungee ejector
- D. Equipment shall not be operated at any licenced premises after 11pm.
- E. The Insured will always provide a suitably trained and competent employee aged 18 or over to accompany and operate the bungee ejector
- F. The minimum age permitted on the bungee ejector is 13
- G. The maximum weight permitted on the bungee ejector is 90kg

Land Train Conditions

It is a condition precedent to liability that:-

- A. A disclaimer must be displayed in a prominent position at the entrance to advise as follows:
 - i) warning of the dangers of riding on the train
 - ii) participants ride at their own risk
- B. A daily check list document must be completed confirming the train is safe for use and is in good working order. This must be retained by the Insured in the event of an injury

- C. The minimum age of passengers without supervision must conform with any manufacturer's recommendations
- D. The train must be operated in a specially designated area that is suitably coned off at a safe distance from the public
- E. All passengers must be suitably protected from falling out of the train
- F. The train must be inspected annually by a qualified person and a record of the inspection available in the event of a claim
- G. Any person who is visibly intoxicated through alcohol, drugs or any other intoxicating substance shall not be allowed on the train
- H. The Insured will always provide a suitably trained and competent employee (aged 18 or over) to operate the train
- I. The train is not required to be insured under the road traffic act or similar legislation

NERF Battles Conditions

It is a condition precedent to liability that:-

- eye protection must be worn at all times by participants and marshals during a skirmish and until all persons have left the skirmish environment;
- no guns that have a gun velocity of greater than 50 fps single shot are to be used in any skirmish. Players must not use their own guns;
- the minimum age of any participant is 6;
- 14 - 17 year olds are allowed to participate with parent or guardian or nominated adult permission. If the participant is under 14 they must be accompanied by a parent or guardian or nominated adult;
- a qualified first aider must be present at the site at all times;
- there must be a minimum of one marshal per 150 participants;
- any participant who is known or appears to be under the influence of alcohol or drugs is not to be allowed to take part in any skirmish;
- Pre-game safety briefings are given at all times
- oil drums are to be removed from the skirmish environment.

Arts and Crafts Clause

It is a condition precedent to liability that the Policyholder shall use and store the face paints in accordance with the manufacturer's instructions from here

Insurance Act 2015 - Application clause (“Wraparound Clause”)

General

1. Unless otherwise indicated, no term of this insurance contract is intended to limit or affect the statutory rights or obligations of any of the parties to this contract under, and/or the effect of, Parts 2, 3, 4 or 5 of the Insurance Act 2015 (the “2015 Act”).
2. Any term of this insurance contract which would, but for this clause, put the Insured in a worse position as respects any of the matters provided for in Parts 2, 3 or 4 of the 2015 Act than it would be in by virtue of the provisions of those Parts is, to that extent, of no effect, unless the Insurer has complied with the transparency requirements in Section 17 of the 2015 Act.
3. The Insured should ask the Insurer or its broker for clarification of any matters which are not clear to it regarding the scope of disclosure required or the provisions of this insurance contract.

The duty of fair presentation

4. Before this insurance contract is entered into, the Insured must make a fair presentation of the risk to the Insurer, in accordance with Section 3 of the Insurance Act 2015. In summary, the Insured must:
 - (a) Disclose to the Insurer every material circumstance which the Insured knows or ought to know. Failing that, the Insured must give the Insurer sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk, or the terms of the insurance (including premium); and
 - (b) Make the disclosure in clause (4)(a) above in a reasonably clear and accessible way; and
 - (c) Ensure that every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith.
5. For the purposes of clause (4)(a) above, the Insured is expected to know the following:
 - (a) If the Insured is an individual, what is known to the individual and anybody who is responsible for arranging his or her insurance.
 - (b) If the Insured is not an individual, what is known to anybody who is part of the Insured’s senior management; or anybody who is responsible for arranging the Insured’s insurance.
 - (c) Whether the Insured is an individual or not, what should reasonably have been revealed by a reasonable search of information available to the Insured. The information may be held within the Insured’s organisation, or by any third party (including but not limited to the broker, subsidiaries, affiliates or any other person who will be covered under the insurance). If the Insured is insuring subsidiaries, affiliates or other parties, the Insurer expects that the Insured will have included them in its enquiries, and that the Insured will inform the Insurer if it has not done so. The reasonable search may be conducted by making enquiries or by any other means.

Critical information

6. It is a condition precedent to the Insurer’s liability under this insurance contract that detailed matters are true and accurate at the time of inception of the contract:

Breach of warranty: suspensory

7. If the Insured breaches a warranty in this insurance contract, the Insurer’s liability under the contract shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). The Insurer will have no liability to the Insured for any loss which occurs, or which is attributable to something happening, during the period when the Insurer’s liability is suspended.

Terms not relevant to the actual loss

8. Where: (i) there has been a failure to comply with a term (express or implied) of this insurance contract, other than a term that defines the risk as a whole; and (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the Insurer cannot rely on the breach of such term to exclude, limit or discharge its liability if the Insured shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Fraudulent claims clause

9. If the Insured makes a fraudulent claim under this insurance contract, the Insurer:
- (a) Is not liable to pay the claim; and
 - (b) May recover from the Insured any sums paid by the Insurer to the Insured in respect of the claim; and
 - (c) May by notice to the Insured treat the contract as having been terminated with effect from the time of the fraudulent act.
10. If the Insurer exercises its right under clause (9)(c) above:
- (a) The Insurer shall not be liable to the Insured in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the Insurer's liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
 - (b) The Insurer need not return any of the premiums paid.

Fraudulent claims – group insurance

11. If this insurance contract provides cover for any person who is not a party to the contract ("a covered person"), and a fraudulent claim is made under the contract by or on behalf of a covered person, the Insurer may exercise the rights set out in clause (9) above as if there were an individual insurance contract between the Insurer and the covered person. However, the exercise of any of those rights shall not affect the cover provided under the contract for any other person.

Remedies for breach of the duty of fair presentation

12. If, prior to entering into this insurance contract, the Insured shall breach the duty of fair presentation, the remedies available to the Insurer are set out below.
- (a) If the Insured's breach of the duty of fair presentation is deliberate or reckless:
 - (i) The Insurer may avoid the contract, and refuse to pay all claims; and,
 - (ii) The Insurer need not return any of the premiums paid.
 - (b) If the Insured's breach of the duty of fair presentation is not deliberate or reckless, the Insurer's remedy shall depend upon what the Insurer would have done if the Insured had complied with the duty of fair presentation:
 - (i) If the Insurer would not have entered into the contract at all, the Insurer may avoid the contract and refuse all claims, but must return the premiums paid.
 - (ii) If the Insurer would have entered into the contract, but on different terms (other than terms relating to the premium), the contract is to be treated as if it had been entered into on those different terms from the outset, if the Insurer so requires.
 - (iii) In addition, if the Insurer would have entered into the contract, but would have charged a higher premium, the Insurer may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, the Insurer shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged} / \text{higher premium}) \times 100$.
13. If, prior to entering into a variation to this insurance contract, the Insured shall breach the duty of fair presentation, the remedies available to the Insurer are set out below.
- (a) If the Insured's breach of the duty of fair presentation is deliberate or reckless:
 - (i) The Insurer may by notice to the Insured treat the contract as having been terminated from the time when the variation was concluded; and,
 - (ii) The Insurer need not return any of the premiums paid.
 - (b) If the Insured's breach of the duty of fair presentation is not deliberate or reckless, the Insurer's remedy shall depend upon what the Insurer would have done if the Insured had complied with the duty of fair presentation:
 - (i) If the Insurer would not have agreed to the variation at all, the Insurer may treat the contract as if the variation was never made, but must in that event return any extra premium paid.
 - (ii) If the Insurer would have agreed to the variation to the contract, but on different terms (other than terms relating to the premium), the variation is to be treated as if it had been entered into on those different terms, if the Insurer so requires.

- (iii) If the Insurer would have increased the premium by more than it did or at all, then the Insurer may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the Insurer shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$.
- (iv) If the Insurer would not have reduced the premium as much as it did or at all, then the Insurer may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the Insurer shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged/reduced total premium}) \times 100$.

DOA Complaints Procedure

We aim to give our policyholders a high level of service at all times. If you feel that we have not met these high standards, please contact us preferably in writing including full details and any supporting information, at the address below and we will do our best to resolve the problem;

The Compliance Officer
DOA Underwriting Ltd
1st Floor Offices
Robinson House
Haslers Lane
Great Dunmow
Essex
CM6 1XS

Tel No: 01371 878550
Fax No: 01371 859281
E-mail: compliance@doainsurance.co.uk

Your complaint will be handled as follows;

- We will acknowledge the circumstances of your complaint promptly and in writing
- We will investigate your complaint competently, diligently and impartially and obtain additional information as necessary
- We will assess fairly, consistently and promptly:
 - the subject matter of your complaint
 - whether your complaint should be upheld
 - what remedial action or redress (or both) may be appropriate
 - whether we have reasonable grounds to be satisfied that another respondent may be solely or jointly responsible for the matter alleged in the complaint.
- We will keep you informed of progress
- We will issue our final response or other written response within 8 weeks of receiving your complaint.

In the event that the Complaints Department is unable to resolve your complaint, it may be possible for you to refer it to the Financial Ombudsman Service.

Further details will be provided at the appropriate stage of the complaints process.