

Thank you for purchasing insurance from Leisureinsure LLP.

This document includes;

1. Your Schedule of Insurance

This contains details of what you are insured for. It is important that you read this carefully to ensure that you have the correct cover for your needs. If you have any queries whatsoever regarding your cover please contact us.

2. Statement of Fact

Please make sure that you can comply with this as failure to do so may invalidate this policy and your cover.

3. Information provided during your application (if applicable)

If this policy was purchased without you completing a proposal form (i.e. if you purchased it on our website or over the phone), details of every question you were asked and every response you provided is listed.

It is **very important** that you please check the answers you provided to the questions we asked to make sure they are correct as any inaccuracies therein **could invalidate this policy and your cover**.

Schedule of Insurance

Wording: S&LC 0616 - LI UK
Policy Number: 107184
Period of Insurance: Time: 00.01 From: 12/09/2016
Time: 00.01 To: 12/09/2017

All dates Inclusive local standard time at the **Insured's** address stated above
This policy will not automatically renew: notice is hereby given that cover will terminate and not be renewed at the expiry date unless a new agreement is reached between the **Insurer** and the **Insured**.

The Insured

Name: Ben Maxfield t/a BXM Expeditions
Correspondence Address: 123 Knowlands, Highworth, Swindon, SN6 7NE
Business: Provision of Outdoor Activities - Walking & Camping and Duke of Edinburgh Award Scheme Only
Territory: United Kingdom of Great Britain & Northern Ireland, the Isle of Man & the Channel Isles

The Premium

Premium: £1,308.00
Insurance Premium Tax (9.50%) £124.26
Total Premium: £1432.26

Security

Catlin Insurance Company (UK) Ltd

Material Damage: Not Insured

Business Interruption: Not Insured

Employers' Liability: Insured

Limit of Liability: £10,000,000 any one **Occurrence**

Subject to the following sub-limits which shall be part of and not in addition to the above limit:

Terrorism: £5,000,000 any one **Occurrence**

Asbestos: £5,000,000 any one **Occurrence**

Covered Jurisdictions: United Kingdom of Great Britain & Northern Ireland, the Isle of Man & the Channel Isles

Public Liability: Insured

Excess: £500

Limit of Liability: £5,000,000 any one **Occurrence**

Subject to the following extension which shall be part of and not in addition to the above limit:

Pollution Liability: £1,000,000 any one **Occurrence** and in the aggregate

Business Premises: The **Business** is carried on from premises in the following territories and no others for the purposes of this Section:

Territory: United Kingdom of Great Britain & Northern Ireland, the Isle of Man & the Channel Isles

Annual Turnover: £200,000

Products Liability: Insured

Excess: £500

Limit of Liability: £5,000,000 any one **Occurrence** and in the aggregate

Subject to the following extension which shall be part of and not in addition to the above limit:

Pollution Liability: £100,000 any one **Occurrence** and in the aggregate

Products sold or supplied to: United Kingdom of Great Britain & Northern Ireland, the Isle of Man & the Channel Isles

Professional Liability: Insured

Excess: £500

Limit of Liability: £1,000,000 any one **Occurrence** and in the aggregate

Subject to the following extension which shall be part of and not in addition to the above limit:

Breach of confidentiality £100,000 any one **Occurrence** and in the aggregate

Breach of Copyright £100,000 any one **Occurrence** and in the aggregate

Libel and Slander £250,000 any one **Occurrence** and in the aggregate

Territory: United Kingdom of Great Britain & Northern Ireland, the Isle of Man & the Channel Isles

Trustees Liability: Not Insured

Trustees Personal Accident: Not Insured

Leisure Pursuits

Additional Conditions

Cover under all individual policy Sub-Sections is subject to the following additional conditions:

- (a) all activities including those on a subcontracted basis must be disclosed to the **Insurer**;
- (b) any new activities including those provided on a sub contracted basis are referred to **Insurers** for prior approval;
- (c) anyone who is visibly intoxicated and/or taken any drugs shall not be permitted to participate;
- (d) all instructors and leaders hold the correct National Governing Bodies (NGB) qualification or have had an appropriately NGB-qualified technical advisor assess them. Where there is no relevant NGB qualification, all instructors and leaders have received appropriate training and assessment for, or are appropriately experienced to undertake instruction in the activities concerned;
- (e) all activities are supervised by trained and experienced instructors;
- (f) all participants of any water activity must wear appropriate buoyancy aid(s);
- (g) canoeing / kayaking activities do not exceed British Canoe Union (BCU) grade 2;
- (h) all equipment is checked for **Damage** prior to use;
- (i) all participants using bicycles wear crash helmets;
- (j) all participants of abseiling/climbing wear protective head gear and utilise safety ropes in all circumstances (not applicable to rock rotating climbing units);
- (k) all participants must wear Personal Protective Equipment (PPE) whilst involved in any activities organised/supervised by the **Insured**. PPE may include, but not be limited to, suitable safety hats, safety harnesses, overalls, gloves, and life jackets;
- (l) in respect of persons under the age of sixteen (16) years, the **Insured** obtains a signed indemnity form by a parent or guardian of the minor;
- (m) the **Insured** shall only use subcontractors who have adequate Public Liability Insurance, which must include an "Indemnity to Principal" extension (which extends cover to **You**), with a limit of liability of no less than the **Insured's**, and the **Insured** shall obtain written proof of such;
- (n) all activities must be Risk Assessed and documentary evidence of such must be permanently kept by the **Insured**;
- (o) the **Insured** shall obtain a signed 'suitability to participate' form from all participants declaring their fitness, existing injuries and/or any medical conditions. A copy of said declaration must be retained by the **Insured** and made available for **Insurers** upon request. In respect of persons under sixteen (16) years, a counter signature by the parent or guardian is mandatory. A copy of said declaration must be retained by the **Insured** and made available for **Insurers** upon request;
- (p) all participants must complete and sign a declaration to confirm that: a) they have been given a safety briefing/briefed on the risks involved; b) that they accept that these activities are dangerous and can result in **Death** and/or **Injury**; and c) that they accept the risks involved and are responsible for their own actions and/or involvement. In respect of persons under sixteen (16) years, a counter signature by the parent or guardian is mandatory. A copy of said declaration must be retained by the **Insured** and made available for **Insurers** upon request;
- (q) all equipment must be operated in accordance with manufacturers' recommendations.

Additional Exclusions

Cover under all individual policy Sections is subject to the following additional exclusions.

This policy does not apply to or include cover for or arising out of or relating to:

- (a) pyrotechnics, explosives, fireworks and/or similar;
- (b) the pursuit(s) of climbing and/or abseiling without the use of safety ropes (not applicable to rock rotating climbing units);
- (c) any **Injury** or **Damage** suffered by one participant or **Member** caused by another participant or **Member**.

A handwritten signature in black ink, appearing to be 'Amf Smith', written over a horizontal line.

Date of Issue: 09 September 2016

Signed: Authorised signatory

Notification of Claims and Circumstances to:

Leisureinsure LLP
Network Point
Range Road
Witney
Oxon
OX29 0YN
Email: info@leisureinsure.co.uk
Phone: +44 (0)1993 700761

Statement of Fact

Failure to comply with this statement of fact will invalidate the policy and will result in any claim being declined.

Insured:	Ben Maxfield t/a BXM Expeditions
Policy Number:	107184
Reference:	BWMEX-1

I/we:

- i. Comply with the terms and conditions contained in the written quotation provided by Leisureinsure
- ii. Confirm that the Insured (unless a Body Corporate) is over the age of 18 years.
- iii. Confirm that during the last 5 years I / we have not had any claim made against me/us nor had any accident or loss which would have resulted in a claim being made had insurance been in force.
- iv. Confirm that no Insurer has refused to accept a proposal from me / us, nor refused to continue a Policy of Insurance held by me / us.
- v. Confirm that no Insurer has imposed any special terms on any Policy of Insurance held by me / us
- vi. Confirm neither I, nor any of my Business Partners or Directors have been convicted (or charged with but not yet convicted) of any criminal offence other than a motoring offence (this statement does not apply to any conviction which is spent under the Rehabilitation of Offenders Act 1974).
- vii. Confirm that to the best of my knowledge and belief the information provided in connection with this insurance, whether in my own hand or not, is true and I have not withheld any important information

Data Protection Act 1998. It is understood by the Insured and/or the Insured Persons that any information provided to Leisureinsure regarding the Insured and / or the Insured Person will be processed by Leisureinsure, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling of claims, if any, which may necessitate providing such information to third parties.

I/we understand that:

- a. If any of the information above is incorrect I/we will notify Leisureinsure immediately***
- b. It is my/our responsibility to ensure that Leisureinsure are aware of any reason why I/we cannot comply with the above***

Date of issue: 09 September 2016

Certificate of Employers' Liability Insurance (See Note A)

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

Policy Number: 107184

Name of Policyholder: Ben Maxfield t/a BXM Expeditions

Including all subsidiary companies as advised to Catlin Insurance Company (UK) Ltd
Except any specifically excluded below

Excluded Subsidiary Companies:

Date of Commencement of Insurance: 12/09/2016

Date of Expiry of Insurance: 12/09/2017
Both days Inclusive

We hereby certify that:

1. The insurance to which this Certificate relates satisfies the requirements of the relevant law applicable to Great Britain, Northern Ireland, the Isle of Man, the Island of Guernsey, the Island of Jersey and the Island of Alderney (See Note B), and
2. (a) the minimum amount of cover provided by the Policy is no less than £5,000,000.00 (See Note C)

Signed:



Paul Jardine, Director

On behalf of Catlin Insurance Company (UK) Ltd.

Notes:

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

Registered office: 20 Gracechurch Street, London, EC3V 0BG

Registered in England No. 5328622

Catlin Insurance Company (UK) Ltd. is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority