



# **Adventure Activity**

## **Combined Liability**

### **Insurance Certificate**





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## CERTIFICATE OF INSURANCE

This is to Certify that in accordance with the authorization granted to the undersigned under the contract (the number of which is specified in the schedule) by certain insurance companies (hereinafter called the "Underwriters") whose names and the proportions underwritten by them are shown on the schedule and in consideration of the premium specified herein the Insurers hereby severally agree to insure against loss or expense in accordance with the terms and conditions contained herein or endorsed hereon.

The following shall be conditions precedent to any liability of the Underwriters: -

- (a) Observance of the terms of this Certificate relating to anything to be done or complied with by the Insured.
- (b) The truth of the answers in the Proposal, upon which the Underwriters have determined the terms and conditions.

IN WITNESS WHEREOF this Certificate has been signed by:



Peter Denyer  
Executive Director  
JLT Corporate Risks Limited  
Roebuck House  
Brunswick Road  
Gloucester  
GL1 1LU

This Certificate is only valid when a completed Schedule is attached to it.

Please read this Certificate and return it to JLT Corporate Risks Limited  
if any error is discovered.

## DEFINITIONS

The words defined below will have the same meaning wherever they appear in bold letters

### Airside

Those parts of Airport and or Airfield premises to which the public and or passengers do not have free and or authorized access

### Assured

The person(s) or corporate body named in the Schedule and includes

1. subsidiary companies of the **Assured** notified to and accepted in writing by the **Underwriters**
2. in the event of the death of the **Assured** the **Assured's** legal personal representatives in respect of legal liability incurred by the **Assured**

### Business

The Business as stated in the Schedule and for the purpose of the Employers Liability Section and the Public and Products Liability Section and Extension includes

1. the provision and management for the benefit of the **Assured Directors Partners** or **Employees** of canteen social sports educational or welfare activities and first aid fire security and ambulance services
2. the ownership and routine maintenance and repair of the Premises from which the Business is conducted
3. the performance of any other duties by **Employees** at the request of the **Assured Director Partner** or senior executive of the **Assured**

### Director

A director of the **Assured**

### Employee

Any

1. person under a contract of service or apprenticeship with the **Assured**
2. self-employed person labour only sub-contractor master or person supplied by any of them
3. person seconded to acquire work experience under a scheme or otherwise
4. person hired to or borrowed by the **Assured**

### Excess

The amount that will be deducted by **Underwriters** from the total agreed amount of any claim other than claims relating to **Injury** as shown in the Schedule

### Injury

Bodily injury death illness disease or shock

### Offshore

As from the time when the **Assured Directors Partners** or **Employees** or any other person or persons for whom the **Assured** may be responsible embark onto a conveyance at the point of final departure to an offshore rig offshore platform or offshore installation until such time as they disembark from the conveyance onto land upon their return from an offshore rig or an offshore platform or an offshore installation

### Partner

A partner in the **Assured's** business

### Principal

Any public authority government body company firm organisation or person for whom the **Assured** is undertaking a contract

### Underwriters

Shall mean your insurers as set out in the Schedule.

## SECTION 1 - EMPLOYERS LIABILITY

### SECTION DEFINITIONS

The words defined will have the same meaning wherever they appear in bold capital letters in this Section

#### Territorial Limits

1. England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man
2. elsewhere in the world in respect of **Injury** arising out of and in the course of employment by the **Assured** in connection with the **Business** sustained by a **Director** or **Employee** normally employed within the territories specified in 1 of this Section Definition whilst working temporarily outside such territories

### COVER PROVIDED

**Underwriters** will indemnify the **Assured** against all sums which the **Assured** becomes legally liable to pay as compensatory damages and claimants costs and expenses in respect of **Injury** sustained by a **Director** or **Employee** arising out of and in the course of employment by the **Assured** within the **Territorial Limits** in connection with the **Business** during the Period of Insurance

**Underwriters** will also pay for legal costs and expenses incurred with its written consent

1. in defence of any claims
2. for representation at any coroners inquest or inquiry in respect of any death which may be the subject of indemnity under this section

### LIMIT OF LIABILITY

The Limit of Liability of **Underwriters** payable under the Cover Provided and Extensions of this Section will be the Limit of Liability stated in the Schedule in respect of any one claim against the **Assured** or series of claims against the **Assured** arising out of one occurrence including all costs and expenses

### COMPULSORY INSURANCE CLAUSE

The Indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain Northern Ireland the Isle of Man the Channel Islands but the **Assured** will repay to **Underwriters** all sums paid by **Underwriters** which **Underwriters** would not have been liable to pay but for the provisions of such law

## SECTION 1 - EMPLOYERS LIABILITY

### EXTENSIONS

**Underwriters** will also indemnify

#### 1. Indemnity to Principal

any **Principal** for such legal liability arising out of work carried out by the **Assured** under a contract or agreement as provided by this Section

Provided that

- 1.1. an indemnity would have been provided under this Section had the claim been made against the **Assured**
- 1.2. the **Principal** will comply with and be subject to all terms conditions and exclusions in this Certificate in so far as they can apply
- 1.3. the full conduct and control of all claims is vested in **Underwriters**

#### 2. Health and Safety at Work Etc. Act - Legal Defence Costs

the **Assured** for all costs and expenses incurred with their written consent in respect of the defence of

- (a) the **Assured**
- (b) at the **Assured's** request any **Director Partner** or **Employee**

against prosecution incurred in connection with appeal against conviction arising from such prosecution under the provisions of

- (a) The Health and Safety at Work etc. Act 1974
- (b) The Health and Safety at Work (Northern Ireland) Order 1978

Provided that the offence under such legislation is alleged to have been committed during the Period of Insurance in connection with the **Business** and that **Underwriters** will not be liable for any fines or penalties imposed as a consequence of such prosecution

#### 3. Court Attendance Compensation

the **Assured** for compensation subject to a maximum of £250 per day in the event of the **Assured** or any **Director Partner** or **Employee** attending court as a witness at the request of the **Underwriters** in connection with a claim in respect of which the **Assured** is entitled to indemnity under this Section

### EXCLUSIONS

These apply in addition to the General Exclusions and the other Exclusions in this Section

**Underwriters** will not be liable

1. to pay compensation to an **Employee** or **Director** for **Injury** sustained when the **Employee** or **Director** is carried in or on a vehicle or entering or getting onto or alighting from a vehicle in circumstances where any road traffic legislation requires compulsory insurance or security
2. for liability arising out of any work undertaken and or visit **Offshore**
3. the cost of fines penalties punitive exemplary liquidated and multiple damages

## SECTION 2 - PUBLIC AND PRODUCTS LIABILITY

### SECTION DEFINITIONS

The words defined will have the same meaning wherever they appear in bold capital letters in this Section

#### **North America**

The United States of America and Canada or any territory within their jurisdiction

#### **Physical Loss**

Physical loss of or physical damage to material property

#### **Polluting Seeping or Contaminating Substances**

Any solid liquid gaseous or thermal irritant or contaminant including but not limited to smoke vapour fumes acid alkalis chemicals dust micro-organisms and waste including material to be recycled reconditioned or reclaimed

#### **Pollution or Contamination**

1. all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
2. all **Injury** or **Physical Loss** directly or indirectly caused by such pollution or contamination arising from **Seeping Pollution or Contaminating Substances**

#### **Product**

Goods or other material property sold supplied delivered installed erected or processed repaired altered treated or tested by on behalf of the **Assured** in the course of the **Business** and not within the custody of the **Assured**

#### **Territorial Limits**

1. Anywhere in the World excluding **North America** BUT
2. **North America** is included provided express approval by **Underwriters** has been given

### COVER PROVIDED

**Underwriters** will indemnify the **Assured** against all sums which the **Assured** becomes legally liable to pay as compensatory damages and claimants costs and expenses arising out of accidental

1. **Injury** to any person
2. **Physical Loss**
3. Obstruction trespass nuisance wrongful arrest or interference with any right of way light air or water occurring in connection with the **Business** during the Period of Insurance within the **Territorial Limits**

### LIMIT OF INDEMNITY

The liability of **Underwriters** in respect of all indemnity payable under the Cover Provided and Extensions of this Section in respect of or arising out of any one occurrence or series of occurrences attributable to one original cause or source will not exceed in the aggregate the Limit of Indemnity stated in the Schedule

Provided that the liability of **Underwriters** for all indemnity payable in respect of or arising out of **Products** will not exceed the Limit of Indemnity stated in the Schedule in any Period of Insurance

## SECTION 2 - PUBLIC AND PRODUCTS LIABILITY

### EXTENSIONS

**Underwriters** will also indemnify

#### 1. Contingent Motor Liability

the **Assured** for such legal liability arising out of the use of any motor vehicle not belonging to or provided by the **Assured**  
Provided that **Underwriters** will not be liable

- 1.1. to indemnify any party other than the **Assured**
- 1.2. for loss of or damage to such motor vehicle or property conveyed therein or thereon
- 1.3. for **Injury** or **Physical Loss** arising while such vehicle is being driven by the **Assured** or **Partner**
- 1.4. if indemnity is available under any other insurance or security
- 1.5. for **Injury** or **Physical Loss** occurring outside England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man

#### 2. Defective Premises Act 1972

the **Assured** for such legal liability arising solely by reason of Section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with premises previously owned or leased for purposes pertaining to the **Business** and since disposed of by the **Assured** excluding liability for **Injury** or **Physical Loss**

- 2.1. happening prior to the disposal of the premises
- 2.2. to the premises disposed of

#### 3. North America

the **Assured** for such legal liability where the **Territorial Limits** are extended to include **North America** in accordance with **SECTION DEFINITION - Territorial Limits, 2:**

- 3.1. the liability of **Underwriters** in respect of all compensatory damages payable together with
  - 3.1.1. costs and expenses recoverable from the **Assured** by any claimant
  - 3.1.2. all costs and expenses incurred with **Underwriters** written consent will not exceed the Limit of Indemnity as stated in the Schedule AND
- 3.2. this insurance does not apply to any **Pollution or Contamination** or any cost or expense arising out of any governmental demand or request that the **Assured** test for assess monitor clean-up remove contain treat detoxify or neutralise any **Polluting Seeping or Contaminating Substances** and **Underwriters** will not have the duty to defend any claim or suit seeking to impose such costs expense or liability for damages relating to **Pollution or Contamination** or any other relief

#### 4. Indemnity to Principal

any **Principal** for such legal liability arising out of work carried out by the **Assured** under a contract or agreement provided that

- 4.1. an indemnity would have been provided under this Section had the claim been made against the **Assured**
- 4.2. the **Principal** will comply with and be subject to all terms conditions and exclusions in this Certificate in so far as they can apply
- 4.3. the full conduct and control of all claims is vested in **Underwriters**

#### 5. Tool of Trade

the **Assured** for such legal liability arising out of the ownership or use of mechanically propelled plant whilst such plant is being used as a tool of trade excluding liability where insurance or security is required by law

## SECTION 2 - PUBLIC AND PRODUCTS LIABILITY

### 6. Leased, Hired or Rented Premises

the **Assured** against all sums which the **Assured** becomes legally liable to pay as compensatory damages and claimants costs and expenses arising out of physical loss of or physical damage to premises leased, hired or rented to the **Assured** for the purpose of the **Business** occurring during the Period of Insurance excluding

- 6.1. the first £250 of such **Physical Loss** caused otherwise than by fire or explosion
- 6.2. liability assumed by the **Assured** under a tenancy or other agreement which would not have attached in the absence of such an agreement

Provided that the liability of **Underwriters** will not exceed the Limit of Indemnity as stated in the Schedule

### 7. Cross Liabilities

each named **Assured** when this Certificate is issued in the joint names of more than one **Assured** and **Underwriters** will indemnify each of them as though a separate Certificate has been issued to each of them.

Provided that the liability of **Underwriters** will not exceed in the aggregate the Limit of Indemnity as stated in the Schedule

### 8. Overseas Personal Liability

the **Assured** or any **Director Partner** or **Employee** and any member of the **Directors Partners** or **Employees** family accompanying them against all sums which they become legally liable to pay as compensatory damages and claimants costs and expenses arising out of accidental **Injury** to any person or **Physical Loss** occurring during the Period of Insurance within the territories stated in of the **Territorial Limits** during temporary visits in connection with the **Business** provided that

- 8.1. the conduct and control of all claims will be vested in **Underwriters**
- 8.2. any person entitled to indemnity under this Extension will comply with and be subject to all terms and conditions and exclusions in this Certificate in so far as they can apply
- 8.3. the liability of **Underwriters** will not exceed the Limit of Indemnity as stated in the Schedule

**Underwriters** will not be liable for

8.3.1. liability arising from

- 8.3.1.1. any business profession or trade
- 8.3.1.2. the ownership or occupation of land or buildings
- 8.3.1.3. the ownership, possession or use of firearms (other than sporting guns), mechanically powered vehicles and anything attached to the craft intended to travel through air or space, hovercraft, watercraft (other than hand propelled watercraft or other watercraft not exceeding 8 metres in length) or animals (other than domestic animals)
- 8.3.1.4. property held in trust
- 8.3.1.5. **Injury** to the **Assured Director Partner** or **Employee** or any member of the **Assured Directors Partners** or **Employees** family

8.3.2. liability more specifically insured

8.3.3. liability arising under any contract or agreement unless the liability would have arisen in the absence of such contract or agreement

## SECTION 2 - PUBLIC AND PRODUCTS LIABILITY

### 9. Data Protection Act 1984

the **Assured** against legal liability to pay compensation for damage or distress under the provisions of Sections 22 and 23 of the Data Protection Act 1984 and will pay legal costs and expenses incurred with their written consent in the defence of the **Assured** against prosecution under the provisions of Section 19 of such Act  
Provided that

- 9.1. the act or omission from which liability arises is committed during the Period of Insurance in connection with the **Business**
- 9.2. the **Assured** is registered in accordance with the requirements of the Data Protection Act 1984 or has applied for such registration and that registration has not been refused or withdrawn
- 9.3. **Underwriters** will not be liable for
  - 9.3.1. Liability arising from
    - 9.3.1.1 the recording processing or provision of data for reward
    - 9.3.1.2. the determining of the financial status of a person
    - 9.3.1.3. the deliberate act or omission by the **Assured** or any **Director Partner** or **Employee** from which liability could reasonably be expected to result by the **Assured** having regard to the nature and circumstances of such act or omission
    - 9.3.1.4. an agreement which would not have attached in the absence of such agreement
  - 9.3.2. any costs of replacing reinstating rectifying destroying or erasing any data

### 10. Legal Costs and Expenses

the **Assured** for legal costs and expenses incurred with **Underwriters** written consent for

- 10.1. representation at any coroners inquest or inquiry in respect of any death
- 10.2. defending in any court of summary jurisdiction of any proceedings in respect of any act or omission relating to any event which may be the subject of indemnity under this Section

### 11. Legal Defence Costs

the **Assured** for all legal costs and expenses incurred with **Underwriters** written consent in respect of the defence of

- 11.1. the **Assured**
- 11.2. at the **Assured's** request any **Director Partner** or **Employee** against prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of
- 11.3. the Health and Safety at Work Act 1974
- 11.4. the Health and Safety at Work (Northern Ireland) Order 1978
- 11.5. part II of the Consumer Protection Act 1987
- 11.6. Sections 7 & 8 of the Food Safety Act 1990

Provided that

- 11.7. the offence under the legislation is alleged to have been committed during the Period of Insurance in connection with the **Business**
- 11.8. **Underwriters** will not be liable for legal costs and expenses
  - 11.8.1. where the indemnity is provided by any other insurance
  - 11.8.2. arising out of any deliberate act or omission by the **Assured** or any **Director Partner** or **Employee**

## SECTION 2 - PUBLIC AND PRODUCTS LIABILITY

### 12. Court Attendance Compensation

**Assured** for compensation subject to a maximum of £250 per day in the event of the **Assured** or any **Director Partner** or **Employee** attending court as a witness at the request of **Underwriters** in connection with a claim in respect of which the **Assured** is entitled to indemnity under this Section

### 13. Indemnity to Others

at the request of the **Assured**

13.1. any **Director Partner** or **Employee**

13.2. any officer member or **Employee** of the **Assured's** social sports or welfare organisation or first aid fire or ambulance services

13.3. the owner of plant hired to the **Assured** under Contractors Plant Association conditions only so far as may be required to be insured under any road traffic legislation

Provided that

13.4. the **Assured** would have been entitled to indemnity under this Section if the claim had been made against the **Assured**

13.5. the full conduct and control of all claims is vested in the **Underwriters**

13.6. such person is not entitled to indemnity under any other insurance

## EXCLUSIONS

These apply in addition to the General Exclusions and the other Exclusions in this Section

**Underwriters** will not be liable for

1. the **Excess**
2. liability arising out of **Injury** to any **Director Partner** or **Employee** where such **Injury** arises out of and in the course of employment by the **Assured**
3. liability arising out of **Physical Loss** whilst in the custody or control of or owned by the **Assured Director Partner** or any **Employee** other than
  - 3.1. personal property of **Directors Partners Employees** or visitors
  - 3.2. buildings including their contents temporarily occupied by the **Assured** for the purpose of carrying out work therein or thereon
4. liability arising out of the ownership possession or use of any
  - 4.1. mechanically propelled vehicle including anything attached to it
    - 4.1.1. used in circumstances where insurance or security is required by law
    - 4.1.2. where indemnity is provided by any other policy or security
  - 4.2. craft intended to travel through air or space or other aerospace device
  - 4.3. watercraft other than non-mechanically propelled watercraft or safety boats or other watercraft not exceeding 8 metres in length
  - 4.4. in respect of any watercraft used outside UK Territorial Waters or out of sight of land.
5. liability arising out of any work **Airside** by the **Assured Director Partner** or **Employee** of the **Assured** or any other persons for whom the **Assured** may be responsible
6. the costs or expenses incurred in
  - 6.1. recalling repairing reconditioning replacing or testing any **Product**
  - 6.2. rectifying defective workmanship
  - 6.3. replacement cost of any **Product**

## SECTION 2 - PUBLIC AND PRODUCTS LIABILITY

7. liability arising from **Products** known to be for use in craft intended to travel through air or space or other aerospace device
8. liability assumed under contract or agreement where such liability would not have arisen in the absence of such contract or agreement
9. liability arising out of **Pollution or Contamination** including the cost of removing nullifying or cleaning up such pollution or contamination other than caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the Period of Insurance  
Provided that
  - 9.1. all **Pollution or Contamination** which arises out of one occurrence will be deemed to have occurred at the time such occurrence takes place
  - 9.2. the liability of **Underwriters** for all damages payable in respect of all **Pollution or Contamination** which is deemed to have occurred during the Period of Insurance will not exceed in the aggregate the Limit of Indemnity stated in the Schedule
10. liability arising out of any work undertaken and or visit **Offshore**
11. liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - 11.1. proceedings which result directly or indirectly from the failure of any computer or other equipment or system for processing storing or retrieving data whether the property of the **Assured** or not and whether occurring before during or after the year 2000
  - 11.2. correctly to recognise any data as its true calendar date
  - 11.3. to capture save or retain and or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
  - 11.4. to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed in to any computer
12. any legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from
  - 12.1. ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel
  - 12.2. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
13. the cost of fines penalties punitive exemplary liquidated and multiple damages
14. any sums for which the **Assured** is/or becomes liable to pay as a result of any claim(s) made against the **Assured** or for any associated defence costs or expenses of any kind, from any liability arising, directly or indirectly, out of :
  - a) loss of, alteration of, or damage to  
or
  - b) a reduction in the functionality, availability or operation of  
a computer system or programme, hardware, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment as a result of the **Assured's** e-activities.  
For the purpose of this exclusion, e-activities means any use of electronic networks, including the internet and private networks, intranets, extranets, electronic mail, worldwide web and similar medium carried out by the **Assured** or by any person, persons, partnership, firm or company acting for the **Assured** or on the **Assured's** behalf.

## SECTION 3 - ERRORS AND OMISSIONS

### COVER PROVIDED

**Underwriters** will indemnify the **Assured** against all sums which the **Assured** becomes legally liable to pay as compensatory damages and claimants costs and expenses arising out of

1. a breach of professional duty by reason of any negligent act error or omission
2. loss of or damage to documents

for which a claim is first made against the **Assured** during the Period of Insurance shown on the Schedule issued to the **Assured**. If the **Assured** reports a circumstance which is likely to give rise to a claim (in accordance with General Condition 6) all claims which result from the circumstance are deemed to have been first made on the date the circumstance is notified

### LIMIT OF INDEMNITY

The liability of **Underwriters** in respect of all indemnity payable under the cover provided in this Section inclusive of all costs and expenses incurred in the handling, defence or settlement of any claim shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule

### EXTENSIONS

**Underwriters** will also indemnify

1. **Indemnity to Principal**  
any **Principal** for such legal liability arising out of work carried out by the **Assured** under a contract or agreement provided that
  - 1.1. an indemnity would have been provided under this Section had the claim been made against the **Assured**
  - 1.2. the **Principal** will comply with and be subject to all the terms conditions and exclusions in this Certificate in so far as they can apply
  - 1.3. the full conduct and control of all claims is vested in **Underwriters**
2. **Court Attendance Compensation**  
the **Assured** for compensation subject to a maximum of £250 per day in the event of the **Assured** or any **Director Partner** or **Employee** attending court as a witness at the request of **Underwriters** in connection with a claim in respect of which the **Assured** is entitled to indemnity under this Section

### EXCLUSIONS

**Underwriters** will not be liable for

1. the **Excess**
2. liability arising out of any **Injury** or **Physical Loss**
3. liability assumed under contract or agreement where such liability would not have attached in the absence of such contract or agreement
4. liability resulting from the consequence of any circumstance
  - 4.1. notified under any policy which was in force prior to the inception of this Certificate
  - 4.2. known to the **Assured** at the inception of this Certificate
5. arising out of the insolvency or bankruptcy of the **Assured**

## SECTION 3 - ERRORS AND OMISSIONS

6. any legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from
  - 6.1. ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel
  - 6.2. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
7. the cost of fines penalties punitive exemplary liquidated and multiple damages
8. any sums for which the **Assured** is/or becomes liable to pay as a result of any claim(s) made against the **Assured** or for any associated defence costs or expenses of any kind, from any liability arising , directly or indirectly, out of :
  - c) loss of, alteration of, or damage to  
or
  - d) a reduction in the functionality, availability or operation of a computer system or programme, hardware, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment as a result of the **Assured's** e-activities.  
For the purpose of this exclusion, e-activities means any use of electronic networks, including the internet and private networks, intranets, extranets, electronic mail, worldwide web and similar medium carried out by the **Assured** or by any person, persons, partnership, firm or company acting for the **Assured** or on the **Assured's** behalf.

## GENERAL EXCLUSIONS

### ASBESTOS EXCLUSION

It is hereby understood and agreed that this Certificate does not indemnify the **Assured** under Section 2 & 3 in respect of liability directly or indirectly arising out of or resulting from in consequence of or in any way involving asbestos or any materials containing asbestos in whatever form or quantity.

### WAR & TERRORISM EXCLUSION

The **Underwriters** shall not indemnify the **Assured** under this Certificate against any liability of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of:

War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, act of TERRORISM, or 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, or any action taken in controlling, preventing, suppressing or in any way relating to any of the above

Except in respect of Section 1 (Employers Liability) to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of liability to employees.

*Definition of TERRORISM:*

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 organisation(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.

### TOTAL ABUSE EXCLUSION

The **Underwriters** shall not indemnify the **Assured** under this Certificate against any legal liability arising directly or indirectly out of or in connection with sexual abuse or other abuse of any kind.

For the purpose of this exclusion, 'sexual abuse' is defined as an action deemed to be an offence under the provisions of the Sexual Offences Act 1956, Section 1 (1) of the Indecency with Children Act 1964, Section 54 of the Criminal Law Act 1977, Section 1 of the Protection of Children Act 1978 and all sections of the Sex Offenders Act 1997.

## GENERAL CONDITIONS

These apply to all Sections of this Certificate and their Extensions unless otherwise stated

Condition numbers 3 to 7 inclusive are all conditions precedent to any liability of **Underwriters** under this Certificate and if not observed by the **Assured** then the **Assured** forfeits all rights to indemnity and benefits under this Certificate

### 1. Law Governing the Certificate

Where the **Assured** is a sole trader the **Assured** has the right to choose the law which will apply to the contract however the Law of England will apply unless otherwise agreed in writing by **Underwriters**

### 2. Voidance

This Certificate is voidable in the event of misrepresentation misdescription or non-disclosure of any material fact

### 3. Reasonable Precautions

The **Assured Directors Partners** and **Employees** will

- 3.1. take all reasonable precautions to select and supervise staff
- 3.2. take all reasonable precautions to prevent accidents **Injury** or **Physical Loss**
- 3.3. take all reasonable measures to observe and fulfill the requirements of all statutory obligations and regulations
- 3.4. maintain the Premises plant and machinery in sound condition

### 4. Payment of Premium and Relevant Taxes

- 4.1. The premium under this Certificate is deemed to be the total gross premium paid by the **Assured**
- 4.2. The **Assured** will pay the Premium and any relevant taxes when due otherwise the Certificate will be cancelled from the date when the Premium and Taxes were due

### 5. Alteration of Risk

The **Assured** will give immediate notice in writing to JLT Corporate Risks Limited (which shall be deemed notice to **Underwriters**) of any material alteration or change affecting the risk insured

**Underwriters** will not be liable for any claims due directly or indirectly to

- 5.1. such alteration or change
- 5.2. cessation of the **Assureds** interest except by will or operation of law unless such alteration or change is agreed in writing by JLT Corporate Risks Limited

### 6. Claims - Assureds Action

Whenever anything occurs which might give rise to a claim under this Certificate the **Assured** will

- 6.1. immediately notify JLT Corporate Risks Limited
- 6.2. do and permit to be done all things reasonably practicable to minimise avoid or diminish the loss
- 6.3. not admit liability to any party
- 6.4. send to JLT Corporate Risks Limited immediately on receipt and unacknowledged every letter claim writ summons or process relating to a claim

### 7. Claims - Co-Operation

The **Assured** will provide all help and assistance and co-operation required by JLT Corporate Risks Limited in connection with any claim

## GENERAL CONDITIONS

### 8. Claims - Underwriters Rights

**Underwriters** having been advised of a claim or of an occurrence which might give rise to a claim under this Certificate will be entitled to

8.1. undertake in the name of the **Assured** the defence control or settlement of any claim and for its own benefit take proceedings in the **Assured's** name for the purpose of mitigating the loss or of enforcing any rights or remedies or of obtaining relief or indemnity from other parties whether prior to or after payment of any claim has been made

8.2. to pay to the **Assured** in settlement of its liability under the Employers Liability Public and Products Liability or Errors and Omissions Section and their Extensions for all claims arising out of any one occurrence or series of occurrences attributable to one original cause either

8.2.1. the Limit of Indemnity or

8.2.2. such other amount for which the claims may be settled

**Underwriters** will only provide indemnity for legal costs and expenses as referred to in the Public and Products Liability Section incurred up to the date of such payment and any amount already paid will be deducted from this payment

### 9. Claims - Repayment of Excess

The **Assured** will repay to **Underwriters** the amount of any Excess for which **Underwriters** have made payment

### 10. Dishonesty

If any claim under this Certificate is in any respect dishonest or if any dishonest means or devices are used by the **Assured** or any **Director** or **Partner** or anyone acting on the **Assureds** behalf to obtain any benefit under this Certificate or if any loss damage or destruction is occasioned by the wilful act or with the connivance of the **Assured** or any **Director** or **Partner** then all benefits under the Certificate will be forfeited

### 11. Arbitration

If any difference arises as to the amount to be paid under this Certificate (liability being otherwise admitted) such difference will be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions

Where any difference is by this condition to be referred to arbitration the making of an award will be a condition precedent to any right of action against **Underwriters**

### 12. Cancellation

**Underwriters** may at any time cancel this Certificate by giving thirty days notice of termination by recorded delivery letter to the **Assured's** address last known to **Underwriters** and in such event the **Assured** will be entitled to the return of a proportionate part of the premium and tax for the unexpired Period of Insurance

### 13. Other Insurance

If at the time of any occurrence that might give rise to a claim under this Certificate there is any other insurance other than a more specific insurance covering the same property or liability or contingency **Underwriters** will not be liable for more than its rateable proportion thereof and the **Assured** will declare to **Underwriters** the existence and terms of any other such insurance and will do all things necessary to secure payment of the relevant proportion of the claim by the other insurance



## COMPLAINTS PROCEDURE

It is always our intention to provide a first class standard of service, however if you have any cause for complaint, you should:

1. In the first instance contact the Managing Director, Jardine Lloyd Thompson Leisure:

Roebuck House,  
Brunswick Road,  
Gloucester,  
GL1 1LU.

Telephone (01452) 511400

2. In the unlikely event that the matter is not resolved to your satisfaction you can contact Lloyd's Complaints and Advisory Department:

One Lime Street  
London  
EC3M 7HA

Telephone (020) 7327 1000

3. Small business\* and individuals can ask the Financial Services Ombudsman to review your case by contacting them at:

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

Telephone 0845 080 1800

\*The Financial Ombudsman definition of a small business, is a business with an annual turnover of less than £ 1 million. (For a group of companies, this means a group annual turnover of less than £ 1 million).



**JARDINE LLOYD THOMPSON**  
Leisure

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