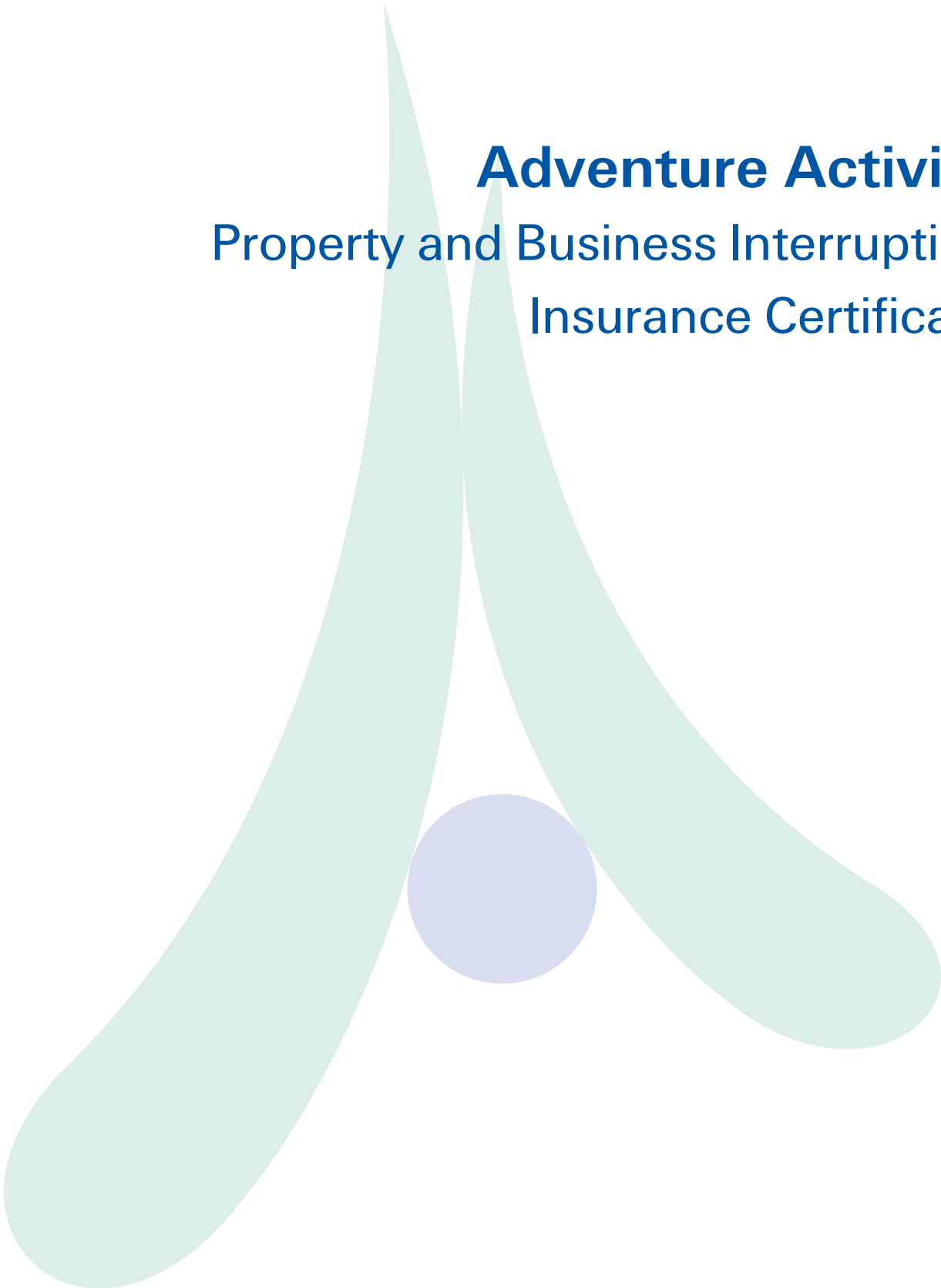




Adventure Activity

Property and Business Interruption Insurance Certificate



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This is to Certify that in accordance with the authorisation 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 which will be supplied on application 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 conditions 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:

A handwritten signature in black ink, appearing to read "Peter Denyer". The signature is fluid and cursive, with a prominent initial "P" and a long, sweeping underline.

Peter Denyer
Executive Director
Jardine Lloyd Thompson UK Limited
Roebuck House
Brunswick Road
Gloucester
GL1 1LU

Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations

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

**Please read this Certificate and return it to Jardine Lloyd Thompson UK Limited
if any error is discovered.**



Certificate Definitions

We have set out below definitions of certain words or phrases that are repeated throughout the **Certificate** and **Schedule**. If any of these words or phrases appear in an **Endorsement** to this **Certificate**, they will have the same meaning.

Underwriters, we, us

The **Underwriters** who are your insurers as set out in the **Schedule**

Insured, you, your

The person or people named in the **Schedule**.

Certificate

The **Certificate**, which is evidence of your contract of insurance with the **Underwriters**. The **Certificate** also incorporates the **Schedule**, the **Endorsements** and the Proposal. The **Certificate** includes various coverage sections which contain their own definitions, exclusions and conditions plus there are general definitions, conditions and exclusions which apply to all coverage sections. It is called a **Certificate** rather than a policy because it is issued by Jardine Lloyd Thompson Leisure as agent of the **Underwriters**. A policy can only be issued directly by the **Underwriters**.

The **Schedule** attached, which shows details of the **Insured**, Certificate number, the insured Premises and the Property insured, the **Period of Insurance**, the **Standard Excess**, the **Endorsements** that apply and the premium. The **Schedule** is part of the **Certificate** and can be found inside the front cover. A new **Schedule** will be issued when the **Certificate** is altered.

Endorsement

A variation in the terms (or change of details) of your **Certificate**.

Period of Insurance

This is the length of time the **Certificate** lasts as shown in the **Schedule**.

Standard Excess

The initial contribution that **you** have to pay in the event of a claim other than where a more specific excess applies.

United Kingdom

England, Wales, Scotland, Northern Ireland, Channel Islands and the Isle of Man.

Section 1 - Buildings

Section Definition

Buildings (not otherwise insured) including all annexes, garages, outbuildings, walls, gates and fences, interior and exterior non-detachable decorations, signs, blinds and all fixture and fittings which would normally pass with the freehold, which belong to **you** or for which **you** are responsible.

What is Covered

A. Standard Cover

We will pay for loss of or damage to your **Buildings** during the **Period of Insurance** caused by the following:

1. Fire and smoke,
2. Explosion,
3. Lightning and thunderbolt,
4. Earthquake,
5. Riot, civil commotion, strikes and labour disturbances,
6. Aircraft and other aerial devices or anything dropped or falling from them,
7. Storm or flood,
8. Theft or attempted theft,
9. Escape of water or oil from any fixed domestic water or heating installation,
10. Collision by any vehicle or animal,
11. Malicious acts or vandalism,

What is Not Covered

The **Standard Excess** shown in the **Schedule** other than when a more specific excess applies.

- Loss or damage from any gradually operating cause.

- Loss or damage by frost,
- Loss or damage to fences and gates,
- The first £500 of each and every claim.

- Loss or damage to the installation itself,
- Loss or damage when any **Buildings** are left unoccupied for more than 30 days unless the water has been turned off at the mains and all equipment fully drained,
- The first £500 of each and every claim.

Section 1 - Buildings

What is Covered

12. Water freezing in any fixed domestic water or heating installation,

13. Falling trees, telegraph poles or lamp posts or any parts of them,

14. Subsidence, heave or landslip of the site on which your **Buildings** stand,

What is Not Covered

- Loss or damage caused by corrosion or wear and tear.
 - Loss or damage when any **Buildings** are left unoccupied for more than 30 days unless the water has been turned off at the mains and all equipment fully drained.
 - The first £500 of each and every claim.
-
- The cost of removing them other than from the immediate vicinity of damaged **Buildings** and disposing of them.
-
- The first £ 1,000 of each and every loss or, if greater, 5% of the reinstatement value of **Buildings** damaged.
 - Loss or damage caused by:
 - new **Buildings** bedding down;
 - newly made-up ground settling;
 - normal settlement, shrinkage or expansion;
 - demolition, structural alteration or repair;
 - defective design;
 - inadequate foundations and or foundations
 - which did not meet building regulations current
 - at the time of construction.
 - Loss or damage to solid floor slabs or damage resulting from their movement unless the foundations beneath the external walls of the **Buildings** are destroyed or damaged at the same time and from the same cause.

Section 1 - Buildings

What is Covered

15. Accidental damage including but not limited to:

- television or radio aerials, satellite receiving dishes, their fitting or masts;
- underground service pipes and cables for which **you** are responsible;
- fixed glass in windows, doors fanlights and sky lights of your **Buildings** or ceramic hobs in fixed appliances;
- sanitary fixtures.

What is Not Covered

- Loss or damage to swimming pools, tennis courts, central heating oil or gas tanks, paved terraces, patios, paths, drives, boundary and garden walls, fences and gates and septic tanks, unless the **Buildings** are damaged at the same time and from the same cause,

Loss or damage to the **Buildings** if they are covered by a NHBC Certificate of Insurance.

- Any loss or damage caused by: any other event in the **Standard Cover**; any kind of rot, woodworm, damp, condensation, moth, atmospheric or climatic conditions or any other gradually operating cause; mechanical or electrical faults, breakdown or failure; faulty manufacture, workmanship, defective design or use of defective materials; deterioration or any process of cleaning, dyeing, restoration or repair; corrosion, wear and tear, settlement or shrinkage;
- The costs of routine maintenance or normal costs of decoration.

Section 1 - Buildings

What is Covered

B. Additional Covers

1. Additional expenses

After a claim which is insured under the Standard Cover **we** will pay the following expenses or losses which **you** have incurred with our permission:

- Architects', surveyors' legal and other fees to rebuild or repair your **Buildings**.
- The costs of removing debris, demolishing, propping up or supporting parts of your **Buildings** which have been damaged,
- The additional costs of rebuilding or repairing the damaged parts of your **Buildings** to meet any Government or Local Authority requirements,
- Costs incurred in the delivery and/or resiting of any insured **Buildings** at the insured Premises.

2. Loss of Rent

The insurance by this Section extends to include loss of rent receivable or payable, including up to two years' ground rent, in respect of the **Buildings** if insured damage renders them unusable for their normal purpose but only in respect of the period necessary for reinstatement for an amount not exceeding ten per cent of the **Buildings** Sum Insured.

What is Not Covered

- Any costs of preparing a claim under this **Certificate**.
- Any costs in excess of the **Buildings** sum insured.

Section 1 - Buildings

What is Covered

3. Property owner's liability

We will pay all amounts which **you** (or after your death your legal representatives) become legally liable to pay due to:

- accidental death of or bodily injury to any person other than a member of your family or an employee, or
- accidental loss of or damage to property which does not belong to **you** or is not in your charge or control,

happening during the **Period of Insurance** which arises from:

- **you** owning the **Buildings**, and land upon which the **Buildings** stand or
- **you** previously owning and occupying any **Buildings** under Section 3 of the Defective Premises Act 1972.

We will not pay more than £2,000,000 for any one accident or series of accidents comprising one event in addition to:

- costs and expenses recoverable from **you** by any claimant, providing these costs and expenses were incurred before the date on which **we** paid or offered to pay either the full amount of the claim, or the total amount recoverable in respect of such claim,
- costs and expenses incurred by **you** with our consent.

What is Not Covered

- **You** are not covered for liability arising from:
 - any trade or business activity, other than the ownership of the **Buildings**;
 - the use of lifts or mechanically or electrically propelled vehicles (other than domestic garden equipment);
 - a contract unless **you** would have been legally liable anyway;
 - an incident which occurs over 7 years from the date the **Certificate** was cancelled after your **Buildings** were sold.
- Liability for payment of any Fines.

Section 1 - Buildings

C. Amount payable and adequacy of Sum Insured

In the event of insured loss of or destruction of or damage to any **Buildings**, **we** will pay the full cost of repair or replacement without any deduction for age, wear, tear or depreciation provided that:

- the **Buildings** are maintained in good repair.
- the sum insured when any loss destruction or damage occurs is not less than the current cost of replacing with new including debris removal costs and professional fees.
- **you** actually incur the cost of the repair or replacement of damaged **Buildings**.

In the event of the above provisions not being complied with **we** will indemnify **you** up to but not exceeding the Sum Insured.

However, should the Sum Insured when any loss, destruction or damage occurs be less than the current cost of replacing with new including the cost of debris removal and professional then **you** will be considered to be your own insurer for the difference and shall bear a proportional share of the claim costs accordingly.

Provided that the total liability of the **Underwriters** during the **Period of Insurance** shall not exceed the Sum Insured.

D. Automatic Reinstatement of Sum Insured

The Sum Insured by this Section shall not be reduced by the amount of any claim providing **you** agree to carry out any reasonable recommendations put forward by **us** to prevent further loss and shall pay any pro rata additional premium required up to the following renewal date.

Section 2 - Contents

Section Definition

Contents (not otherwise insured) of the insured Premises comprising machinery, plant and all other contents normally associated with the **Insured's** business including stock all belonging to **you** or for which **you** are responsible.

What is Covered

A. Standard Cover

We will pay for loss or damage to your **Contents** other than as provided for in **B Additional Covers** 1, 2 and 3 of this Section during the **Period of Insurance** caused by the following:

1. Fire and smoke,
2. Explosion,
3. Lightning and thunderbolt,
4. Earthquake,
5. Riot, civil commotion, strikes and labour disturbances,
6. Aircraft and other aerial devices or anything dropped or falling from them,
7. Storm or flood,
8. Theft or attempted theft,
9. Escape of water or oil from any fixed domestic water or heating installation,

What is Not Covered

The **Standard Excess** shown in the **Schedule** other than when a more specific excess applies.

- Loss or damage from any gradually operating cause.
- Loss or damage by frost.
- Theft or any attempted theft not involving entry to or exit from the **Buildings** by forcible and violent means.
- Loss or damage to the installation itself.
- Loss or damage when any **Buildings** are left unoccupied for more than 30 days unless the water has been turned off at the mains and all equipment fully drained.

Section 2 - Contents

What is Covered

10. Collision by any vehicle or animal,
11. Malicious acts or vandalism,
12. Falling trees, telegraph poles or lamp posts or any parts of them,
13. Subsidence, heave or landslip of the site on which your **Buildings** stand,
14. Accidental damage, including but not limited to television or radio aerials, satellite receiving dishes, their fittings or masts.

What is Not Covered

- Loss or damage by any person lawfully in your **Buildings**.
- Any damage caused by:
 - any other event in the **Standard Cover**;
 - any kind of rot, woodworm, damp, condensation, insects, vermin, fungus, atmospheric or climatic conditions or any other gradually operating cause;
 - mechanical or electrical faults, breakdown or failure;
 - faulty manufacture, workmanship, defective design or use of defective materials;
 - corrosion, deterioration, wear and tear or any process of cleaning, dyeing, restoration or repair;
- The costs of routine maintenance.

Section 2 - Contents

What is Covered

B. Additional Covers

1. Freezer Contents

We will pay **you** the cost of replacing food contained in a proprietary freezer unit whilst in the **Buildings** if it is spoilt by any of the following:

- The freezer unit accidentally breaking down.
- The refrigerant escaping from the unit.
- The electricity or gas supply accidentally failing.

The most **we** will pay **you** for any one claim is 5% of the **Section 2 - Contents** Sum Insured.

2. Site machines

The insurance by this Section extends to include loss of or accidental damage to Site machines, comprising maintenance tools, equipment and self propelled plant, owned by **you** or for which **you** are responsible whilst at the insured Premises.

The most **we** will pay **you** in respect of any one machine is £10,000.

What is Not Covered

Loss or damage:

- If caused by the deliberate act of the supply authority,
- If your freezer unit is over ten years old at the date of loss.

- Damage arising from atmospheric conditions, frost, wear and tear, depreciation, gradual deterioration, any process of cleaning or restoring of from adjustment, repair or dismantling of any part of the property or loss of or damage to any part whilst removed from its normal working position.
- Loss or damage arising from mechanical breakdown of any machine or any part thereof.
- Loss or damage arising to any part of any machine by its own ignition, electrical breakdown or burn out.
- Damage to tyres by application of brakes or by punctures, cuts or bursts.

Section 2 - Contents

Money

Cash Bank and Currency Notes, Cheques, Girocheques, Postal Orders, Money Orders, Crossed Bankers' Drafts, Crossed Giro Drafts, Current Postage Stamps, Unexpired Units in Franking Machines, National Insurance Stamps (whether affixed to cards or otherwise), National Savings and Holidays with Pay Stamps, National Savings Certificates, Premium Bonds, Luncheon Vouchers, Credit Card Sales Vouchers, Trading Stamps, Gift Tokens, Consumer Redemption Vouchers and V.A.T. Purchase Invoices all belonging to **you** or for which **you** have accepted responsibility.

Business Hours

The period during which the **Insured's** Buildings are actually occupied for business purposes and during which **you** or any partner, director or **Employee** entrusted with **Money** are in the Buildings.

What is Covered

3. Loss of Money

The insurance by this Section extends to include loss of **Money** during the **Period of Insurance** whilst:

- (a) in transit or in bank night safes and thereafter within bank premises until at bank's risk;
- (b) in any residence attended by **you** or any partner, director or **Employee**;
- (c) in the Buildings;

within the **United Kingdom**.

We will also indemnify you in the event of loss of or damage to:

- (a) any safe or strongroom, or
- (b) any case, bag or waistcoat when such are used for the carriage of **Money**,

directly associated with any theft or attempted theft therefrom except in so far as this cost is otherwise insured.

What is Not Covered

- Any loss arising from fraud or dishonesty of any **Employee**:
 - Unless discovered within seven working days after the event;
 - If covered by a policy of fidelity guarantee insurance.
- Shortages due to error or omission.
- Any loss from an unattended vehicle.

Section 2 - Contents

What is Covered

The liability of the **Underwriters** shall not exceed in respect of:

- (a) any single loss of Money (other than Crossed Cheques, Crossed Girocheques, Crossed Postal Orders, Crossed Money Orders, Crossed Bankers' Drafts, Crossed Giro Drafts, Unexpired Units in Franking Machines, Stamped National Insurance Cards and National Savings Certificates, Premium Bonds, Credit Card Sales Vouchers and V.A.T. Purchase Invoices)
 - i) in transit or in bank night safes and thereafter within bank premises until at bank's risk provided that in the event the amount in transit exceeds £3,000 it shall be accompanied by a minimum of two able bodied adult persons

£5,000
 - ii) in any attended residences of **you** or any partner, director or **Employees**

£500
 - iii) in the Buildings
 - (a) during **Business Hours**

£5,000
 - (b) out of **Business Hours** secured in a locked safe or strongroom

£1,000
 - (c) out of **Business Hours** not secured in a locked safe or strongroom

£350
- (b) any single loss of Money consisting of Crossed Cheques, Crossed Girocheques, Crossed Postal Orders, Crossed Money Orders, Crossed Bankers' Drafts, Crossed Giro Drafts, Unexpired Units in Franking Machines, Stamped National Insurance Cards and National Savings Certificates, Premium Bonds, Credit Card Sales Vouchers and V.A.T. Purchase Invoices)

£100,000

What is Not Covered

Section 2 - Contents

Section Definition

Person Insured

The insured or a partner or director or Employee aged not less than 16 years nor more than 70 years

What is Covered

4. Personal Assault

If as a result of an attempt by thieves to steal **Contents** from the Premises covered by this insurance or **Money**, during the **Period of Insurance**, the **Person Insured** shall suffer bodily injury and which injury shall independently of any other cause be the sole cause of death or disablement **we** will pay to **you** or your legal personal representative the Compensation shown for any of the Results specified below.

- (a) **Result** – Death occurring within 12 months of the date of the bodily injury **Compensation - £10,000**
- (b) **Result** – Total and permanent loss of all sight in one or both eyes **Compensation - £10,000**
- (c) **Result** – Total loss by physical severance or total and permanent loss of use of one or both hands or feet **Compensation - £10,000**
- (d) **Result** – Total disablement (temporary or permanent) from engaging in or attending to usual employment or occupation **Compensation - £100 per week or 100% of gross weekly wage whichever is the lower.**

We will only pay compensation for one of Results (a),(b) or (c) in respect of any one person.

What is Not Covered

Claims in respect of any of the Results unless such Result occurs within one year of sustaining the injury causing such Result or for more than one of Results (a) to (c).

Section 2 - Contents

What is Covered

Compensation for Result (d) shall be payable when the total amount has been agreed or at the request of the Insured at intervals of not less than four weeks (but not in advance) commencing eight weeks after receipt of written notice of any injury by us for a period not exceeding 104 weeks from the commencement of the Result and shall cease on Compensation becoming payable under one of Results (a) to (c).

In the event that Result (a), (b) or (c) follows on after Result (d), any amount paid under (d) shall be deducted from the amount payable under (a), (b) or (c).

In the event of loss of or damage to the personal effects of the Person Insured following an assault by a person or persons attempting to steal **Money** or **Contents**, we will pay for such loss or damage up to an amount not exceeding £200 in respect of each **Person Insured**.

What is Not Covered

Section 2 - Contents

C. Amount payable and adequacy of Sum Insured

In the event of insured loss of or destruction of or damage to the **Contents** of any **Buildings** (other than household linen and/or clothing), we will pay the full cost of repair or replacement without any deduction for age, wear, tear or depreciation provided that:

- the sum insured on **Contents** when any loss destruction or damage occurs is not less than the current cost of replacing with new, and
- the replacement article is substantially the same as but not better than the original article when new, and
- **you** actually incur the cost of the repair or replacement of the lost, destroyed or damaged **Contents**.

In the event of the above provisions not being complied with and in respect of household linen/clothing, **we** will only indemnify **you** for the cost of repair or replacement after allowance has been made for age, wear, tear and depreciation of the **Contents** lost, destroyed or damaged up to but not exceeding the Sum Insured. Should the **Contents** be of greater value than the Sum Insured when any loss, destruction or damage occurs then **you** shall be considered to be your own insurer for the difference and shall bear a proportional share of the claim costs accordingly.

Provided that the liability of the **Underwriters** during the **Period of Insurance** shall not exceed the Sum Insured.

D. Obsolete Equipment

In respect of equipment required for repair that is no longer manufactured **Underwriters'** liability is limited to the cost to replace the equipment with new equipment which has most nearly the same function even if to get the same function requires more advanced equipment.

E. Automatic Reinstatement of Sum Insured

The Sum Insured by this Section shall not be reduced by the amount of any claim providing **you** agree to carry out any reasonable recommendations put forward by **us** to prevent further loss and shall pay any pro rata additional premium required up to the following renewal date.

Section 3 - Business Interruption

Section Definitions

Key man

The person or person(s) named in the schedule, upon whom the Business is dependent.

Gross Profit - The **Turnover** less the cost of goods or materials used.

Turnover - The money paid or payable to you for goods sold and delivered and for work done in the course of the Business at the insured Premises.

N.B. If during the **Indemnity Period** goods shall be sold or work done elsewhere than at the insured Premises for the benefit of the Business either by you or by others on your behalf the money paid or payable in respect of such sales or work shall be brought into account in arriving at the Takings during the **Indemnity Period**.

Indemnity Period - The period beginning with the occurrence of loss or damage and ending not later than the **Maximum Indemnity Period** thereafter during which the results of the Business shall be affected following the loss or damage.

Maximum Indemnity Period - Twelve Months.

Rate of Gross Profit - The rate of **Gross Profit** earned on the **Turnover** during the financial year immediately before the date of the loss or damage.

Annual Turnover - The **Turnover** during the twelve months immediately before the date of the loss or damage.

Standard Turnover - The **Turnover** during that period in the twelve months immediately before the date of the loss or damage which corresponds with the **Indemnity Period**.

Adjusted as may be necessary to provide for variations in or other circumstances affecting the Business so that the adjusted figures shall represent as far as possible the results which but for the loss or damage would have been obtained during the relative period after the loss or damage.

Section 3 - Business Interruption

What is Covered

In the event of the Business at the Premises being interrupted or interfered with:

- A as a result of insured loss of or damage to any property at the insured Premises happening during the **Period of Insurance** and caused by any event in the Standard Cover under Sections 1 and 2, provided payment has been or will be made under this or any other policy covering such property;
or
- B by
1. loss or damage by infestation by or the presence of vermin and pests in or on the insured Premises.
 2. contagious and or infectious illness or quarantine restrictions at or preventing access to the insured Premises
 3. ptomaine and or food and or drink poisoning caused by the consumption of food and or drink obtained in or from the insured Premises
 4. defective sanitary arrangements or pollution of the water supply at or to the insured Premises
 5. murder and or suicide at the insured Premises
 6. death, injury or illness of the **Key man**
 7. pollution of beaches within 5 miles of the insured Premises caused by oil spillage

happening during the **Period of Insurance**

We will indemnify **you** in respect of:

- (a) the loss of Trading Profit due to (i) Reduction in **Turnover** and (ii) Increase in Cost of Working and the amount payable as indemnity shall be:

(i) 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** shall following the loss or damage fall short of the **Standard Turnover**.

(ii) in respect of Increase in Cost of Working: the additional expenditure necessary 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** following the loss or damage but not exceeding the sum produced by applying the **Rate of Gross Profit** to the amount of th reduction avoided

less any sum saved during the **Indemnity Period** in respect of any charges and expenses of the Business payable out of **Gross Profit** which may cease or be reduced following the loss or damage.

- (b) the reasonable charges payable by **you** to your professional accountants/ auditors for certifying any particulars or details contained in your books of account or other business books or documents or any other proofs, information or evidence as may be required by **us** under the terms of the Claims Conditions of this **Certificate** and reporting that such particulars or details are in accordance with your books of account or other business books or documents.



Section 3 - Business Interruption

Basis Of Settlement

We will pay the amount necessary to indemnify **you** up to but not exceeding the Sum Insured unless there has been a deliberate attempt by you to understate your anticipated **Takings** for the **Period of Insurance** when any settlement will be reduced proportionately.

Denial of Access Extension

This Section is extended to include loss resulting from interruption of or interference with the Business following loss or damage to property within 5 miles of the insured Premises which shall deny or restrict the use or access, whether property forming part of the insured Premises shall be damaged or not. Such loss for the purposes of this Section is deemed to be loss resulting from loss of or damage to property forming part of the insured Premises.

Public Utilities Extension

This Section is extended to include loss resulting from interruption or interference with the Business following loss of or damage to property at any premises from which mains gas or electricity is supplied to **you** which shall be deemed to be loss resulting from loss of or damage to property forming part of the insured Premises.

Payments of Account

In the event of loss, payments on account will be made monthly to **you**, if desired.

Departmental Clause

If the Business be conducted in Departments, the independent trading results of which are ascertainable, the provisions of clauses (i) and (ii) of item (a) shall apply separately to each Department affected by the loss or damage.

Liquidation or Receivership Clauses

This Section shall be avoided if the Business is wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of this insurance unless continued cover is agreed by **Endorsement** signed by **us** or on our behalf.

Value Added Tax Clause

To the extent that **you** are accountable to the tax authorities for Value Added Tax, all terms in this Section shall be exclusive of such tax.

Endorsements

(Applicable as stated in the Schedule)

1. Equipment away from the insured Premises

The cover provided by **Section 2 - Contents** extends to include loss of or damage to sports equipment, pedal cycles as shown in the **Schedule**, occurring anywhere in the **United Kingdom**.

Any cover provided by this **Endorsement** is subject to the following additional exclusions:

- Breakage of glass, or articles of a brittle nature.
- Theft or attempted theft from an unattended vehicle or trailer unless all doors and the boot are locked and the keys removed from the vehicle and the windows and other means of access adequately secured and audible alarms and immobilisers (where fitted) set for operation.
- Loss of or damage to equipment in use.

2. Alarm Condition

There is no cover for loss of or damage to **Contents** arising out of or caused by theft or attempted theft whenever the Buildings are left without a responsible person present unless:

- the alarm system is fully set and has been maintained in good order under specifications and/or contracts which have been approved by **us** in writing, and
- all fastenings and protections are in effective operation and have been maintained in good order.

General Exclusions

You are not covered for loss or destruction of or damage to any property or consequential loss or any legal liability directly or indirectly caused by or contributed to by, or arising from the following:

Radioactive Contamination

Ionising radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the burning of nuclear fuel.

The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or its nuclear components.

War Risks

War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or damage to property by or under the order of any government or public or local authority.

Sonic Bangs

Pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.

Pollution

Pollution of the air, water or soil.

Terrorism

An 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 **Certificate** 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 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

This **Certificate** also excludes 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 **Underwriters** allege that by any 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.

Biological or Chemical Materials

The actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

General Exclusions

Electronic Date Recognition

- (a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the **Insured** or not; or
- (b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the **Insured** or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

Water Table (Worldwide excluding U.S.A. and Canada)

Change in the water table level.

Additional General Exclusions

You are also not covered for any of the following:

- any loss or damage caused by deliberate acts by the Insured;
- loss of value following a claim payment;
- loss of or damage to vehicles licensed for road use (including accessories thereon);
- injury, loss of or damage to livestock, growing crops or trees.

General Conditions

These conditions apply to the whole **Certificate**.

1. Reasonable care

You must take all reasonable care to prevent accidents, safeguard your property against loss or damage and maintain it in a sound condition. **You** must act at all times as if **you** are uninsured and attempt to keep all costs/expenses in respect of any claim to a minimum. **You** must comply with all statutory obligations and regulations.

2. Contribution

If at the time of any loss, damage or liability covered under this **Certificate**, **you** have any other insurance which covers the same loss, damage or liability, **we** will only pay a rateable share of the claim.

3. Fraudulent Claims

If **you** make a claim under this **Certificate** and **you** know the claim is false or fraudulent in any way, the **Certificate** is void and any claim will not be paid.

4. Arbitration

If **we** accept your claim but **you** disagree over the amount **you** will be paid, the dispute will be referred to an Arbitrator who will be appointed in accordance with current law. When this occurs, the Arbitrator must decide on an award before **you** can bring proceedings against **us**.

5. English Jurisdiction

This Contract shall be governed by English law and that the English Courts alone shall have jurisdiction in any dispute arising hereunder.

6. Cancellation

We can cancel your **Certificate**, or any part of it, by sending **you** seven days notice by recorded delivery to your last known address. In these circumstances **we** will repay any unused part of your premium. If **you** wish to cancel the **Certificate** **you** must return it with your current **Schedule** and give **us** seven days notice. Provided that **you** have not had any claims during the current **Period of Insurance** **you** will be entitled to a refund of the unused premium refunded by **us**. **We** have the right to refuse to invite renewal of this **Certificate**, or to change the terms on which this Insurance is written.

7. Contracts (Rights of Third Parties) Act 1999 Clarification

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

8. Data Protection Act 1998

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

Claims Procedure

1. **You** will on the happening of any loss or damage to the Property Insured give immediate notice thereof in writing to Jardine Lloyd Thompson UK Limited (which shall be deemed notice to **us**) and shall at your own expense within thirty days after the happening of such loss or damage send to Jardine Lloyd Thompson UK Limited a claim in writing with such detailed particulars and proofs as may be reasonably required. If **we** elect or become bound to reinstate any **Buildings**, **you** must furnish to **us** all such plans, specifications and quantities as **we** may reasonably require.

In the case of loss or damage by theft or attempted theft or malicious damage **you** will also give immediate notice to the police.

2. **We** will be entitled:
 - on the happening of any loss of or damage to the insured property to enter any **Buildings** where the loss or damage has happened and to take and keep possession of the insured property and to deal with the salvage in a reasonable manner. No property may be abandoned to **us**.
 - to undertake in the name and on your behalf the absolute conduct, control and settlement of any proceedings at our own expense and for our own benefit and in your name to recover compensation or secure indemnity from any third party in respect of anything covered by the **Certificate**.
3. **You** shall not enter into any agreement, whether before or after a loss, which would prevent **us** or **you** from pursuing any party who may be responsible for a loss.



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. You can also contact the Compliance officer of Catlin Insurance Company (UK) Ltd:
6th Floor,
3 Minster Court,
Mincing Lane,
London,
EC3R 7DD.
Telephone (020) 7626 0486
3. Small businesses* and individuals can ask The Financial Service Ombudsman to review your case by contacting them at:
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

Roebuck House Brunswick Road Gloucester GL1 1LU
Telephone: 01452 511400 Fax: 01452 511401

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