

Commercial Combined Schedule



Policy Number: Ark-FULLC18-0892081
Your Insurance Agent: Insurance Experts Limited
Reason for issue: New Business
Unique Market Reference: B1262BW00324

This is Your Commercial Combined Insurance Schedule.

This Schedule forms part of Your Policy and should be read in conjunction with Your Policy Wording and Your Statement of Facts document provided to You by Your Insurance Agent.

Important information: Please read the following information carefully.

Your insurance cover has been arranged on the basis of the information disclosed by You as set out in this Schedule.

If the information is incorrect or incomplete then You must tell Your Insurance Agent immediately.

We reserve the right to refuse this insurance if the amended information disclosed by You or Your Insurance Agent renders this risk unacceptable to Us. You are required to make a fair presentation of the risk to Us. If You breach Your duty to provide a fair presentation and any such breach was deliberate or reckless, We may regard the Policy as void and are not required to return any paid premium to You. If the breach was not deliberate or reckless, Our remedy shall depend upon what We would have done if You had complied with the duty of fair presentation:

- We may regard the Policy as void if Insurers would not have entered into the Policy on any terms in the absence of the breach. In this case, We must return the premium paid.
- If We would have entered into the Policy, but on different terms (other than terms relating to premium) the Policy is to be treated as if those different terms applied from the outset, if We so require.
- If We would have entered into the Policy but would have charged a higher premium, we may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims).

Please also refer to Your Policy Document for full details of cover provided.

If You need to report a claim or an incident that may result in a claim please contact us at new.claims@faraday.com. You may wish to do this through your insurance Agent or via Ark Insurance Group whose contact details are listed in the policy document

Period of Cover: From 02/11/2024 to 02/11/2025 at 00:01

New Business Premium breakdown:

Premium before IPT:	£1,437.75
Insurance Premium Tax (IPT):	£172.53
Total Premium due:	£1,610.28
Administration Fee:	£0.00
Total Payable:	£1,610.28

If applicable, your latest Mid Term Adjustment (MTA) Premium Breakdown is shown below:

MTA Premium before IPT:	
Insurance Premium Tax (IPT):	
Total MTA Premium:	

MTA Effective Date:

Proposer details

Insured: Mr Francis Sprackman

Insured Trading Name (if different): The Activity Dome Weston Ltd

Trading Address: 17 North Street, Weston-super-Mare. BS23 1QF

Trade Description: Leisure Industry Combined - Activity Centre

Section 1. Material Damage Sums Insured

Buildings: £0.00

Landlords Fixtures & Fittings: £0.00

Tenants Improvements: £0.00

General Contents: £0.00

Computer / Electronic Equipment: Please refer to your Statement of Fact for details of cover amounts provided for this item

Fixed Leisure Equipment: £0.00

Karts: £0.00

General Stock:

Tobacco, Cigarettes & Cigars:

Wines & Spirits:

Section 1A – Extensions to Material Damage Section:

To Include Accidental Damage: NO

Glass, Canopies, Signs & Sanitary Ware: £0.00

Subsidence included: No

Section 2. Money and Assault Sums Insured

Please refer to your Statement of Fact for details of cover amounts provided for this section

Section 3. Goods in Transit Sums Insured

Please refer to your Statement of Fact for details of cover amounts provided for this section

Section 4. Deterioration of Stock Sums Insured

Amount: £0.00

Section 5. All Risks to Business Equipment Sums Insured

Amount: £0.00

Section 6. Business Interruption Sums Insured

Gross Profit including Increased Cost of Working: £0.00

Indemnity Period (months): 0

Section 6A – Extensions to Business Interruption Section: Not Available

Section 7. Book Debts Sums Insured

Amount: £0.00

Section 8. Loss of Licence Sum Insured

Amount: £0.00

Section 9. Employers Liability Limit of Liability

Amount: £10,000,000.00

Section 10. Public Liability Limit of Liability

Amount: £5,000,000.00

Section 10A – Extensions: **Not Available****Section 11. Products Liability Limit of Liability**

Amount: £5,000,000.00

Section 11A – Extensions: **Not Available****Section 12. Environmental Impairment Liability Limit of Liability****Not Insured****Excesses**

Excesses applying to each and every claim, unless otherwise amended by an endorsement listed below:

- Section 1 - £1000 for Subsidence & £250 for all others claims
- Section 2 - £100
- Section 3 - £100
- Section 4 - £100
- Section 5 - £100
- Section 6 - £500
- Section 7 - £500
- Section 8 - £500
- Section 9 - Nil
- Section 10, 11 & 12 - General excess £500.00

Excesses above only apply if the section is operative with a Sum Insured or Limit of Liability greater than £0.00

Endorsements

The following Endorsements will apply to your policy:

Endorsements

- 6 - Leisure 6. GENERAL CLAUSE - WE will not cover YOU under this Insurance in respect of any claim arising out of or in connection with work undertaken on YOUR behalf by bona fide independent contractors (not defined as an EMPLOYEE under this Insurance) unless at the time of engaging such contractors YOU obtain and retains a copy of the relevant insurance policy schedule or other proof thereof that such contractors have in force
- (a) an approved Employers Liability insurance in accordance with any law relating to compulsory insurance of liability to EMPLOYEES and
 - (b) Public and Products Liability insurance suitable for the nature of the work undertaken on YOUR behalf and with a limit of indemnity not less than that applying to this Policy and containing an indemnity to principals clause
- WE will not cover YOU in respect of any loss that
- (c) arises from equipment not maintained and operated in accordance with the manufacturers instructions
 - (d) is caused by one participant to another participant and or a member to another member
 - (e) arises out of molestation, physical or emotional abuse or sexual abuse in connection with the Business and occurring anywhere within the Geographical Limits during the Period of insurance

Leisure 6a GENERAL WARRANTY

You agree that all people engaged who will have direct and unsupervised contact with minors and/or vulnerable adults must be appropriately checked by and registered with the Disclosure and Barring Service (DBS) or Disclosure Scotland. Failure to comply with this warranty will render the Policy inoperative in the event of a claim

10 - Leisure10. LEISURE PURSUITS CONDITION - It is a condition precedent to OUR liability under this Insurance that:

- (a) that no person or persons under the influence of alcohol and or prescribed drugs and or non prescribed drugs and or any other intoxicating substance will be allowed to participate or supervise the activity at anytime
- (b) 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

- (c) all activities are supervised by trained and experienced instructors
- (d) all participants of any water activity wears buoyancy aids
- (e) canoeing and kayaking activities do not exceed BCU grade 2
- (f) all participants using bicycles wear helmets
- (g) all participants of abseiling and climbing wear protective head gear and utilise safety ropes in all circumstances (not applicable to rock rotating climbing units, indoor climbing walls or indoor bouldering) in respect of persons under the age of 16 years YOU obtain a signed indemnity form by a parent or guardian of the minor
- (h) YOU 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 16 years a counter signature by the parent or guardian is mandatory. A copy of said declaration must be retained by YOU and made available for US upon request

- (i) all participants must complete and sign a declaration to confirm that:
 - i) they have been given a safety briefing on the risks involved,
 - ii) that they accept that these activities are dangerous and can result in death and or injury,
 - iii) that they accept the risks involved and are responsible for their own actions and or involvement

In respect of persons under 16 years a counter signature by the parent or guardian is mandatory. A copy of said declaration must be retained by YOU and made available for the US upon request

- (j) all equipment must be operated in accordance with manufacturers recommendations.

WE will not cover YOU in respect of:

- (k) any liability in respect of pyrotechnics explosives fireworks and or similar
- (l) any losses resultant from the pursuits of climbing or abseiling without the use of safety ropes (not applicable to rock rotating climbing units, indoor climbing walls or indoor bouldering)

19 - Leisure19. PERSONAL PROTECTIVE EQUIPMENT (PPE) CONDITION - It is a condition precedent to OUR liability under this Insurance that:

- (a) all EMPLOYEES are made aware of the dangers of not using personal protective equipment
- (b) personal protective equipment is provided
- (c) a register is maintained which demonstrates that EMPLOYEES have received appropriate training and are fully conversant with the way in which to access such personal protective equipment.

29 - Leisure29. FLOOD EXCLUSION ENDORSEMENT - WE shall not cover YOU under this insurance in respect of: -

- a) the escape of water from the normal confines of any natural or artificial watercourse, lake, reservoir, canal, dam;

- b) inundation from the sea; or
- c) flood resulting from storm or any other peril other than escape of water from fixed water tanks apparatus or pipes.

1001 - LEISURE 1001 Communicable Disease Exclusion Clause - Notwithstanding anything contained herein to the contrary, Sections 1 to 8 of this contract excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by or arising from infectious disease or human contagious disease.

We will not cover You for any liability under Section 10, 11 and 12 of this Insurance for any Injury, loss or damage or any associated costs or expenses, or any fines or penalties or any other amount directly or indirectly caused by or arising from:

- 1) Coronavirus (COVID-19) (the disease caused by SARS-CoV-2);
- 2) Other disease caused by any mutation or variant of SARS-CoV-2;
- 3) Any novel infectious disease caused by a newly identified agent; or,
- 4) A threat, fear or likelihood of infection from any of the above or measures taken to prevent the spread of any of the above.

This includes claims involving quarantine, whether self-imposed, recommended by a medical professional or imposed by government or public authority.

1002 - LEISURE 1002 STRIKES, RIOTS OR CIVIL COMMOTION EXCLUSION CLAUSE - Notwithstanding anything contained herein to the contrary, this contract excludes any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by or arising from riot, civil commotion, strikers, locked out workers, or persons in labour disturbances.

Insurer Details

This Policy is arranged through Ark Insurance Group Ltd and is underwritten by Faraday Underwriting Limited for and on behalf of Syndicate 435 at Lloyd's.



Certificate of Employers' Liability Insurance^(a)

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 (the Regulations), one or more copies of this certificate must be displayed at each place of business at which the policy holder employs persons covered by the policy)

Insurance Policy No: Ark-FULLC18-0892081

1. Name of policy holder: Mr Francis Sprackman The Activity Dome Weston Ltd
2. Date of commencement of insurance policy: 02/11/2024
3. Date of expiry of insurance policy: 02/11/2025

We hereby certify that subject to paragraph 2:-

1. the policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Alderney, or to offshore installations in any waters outside the United Kingdom to which the Employers' Liability (Compulsory Insurance) Act 1969 or any amending primary legislation applies^(b); and
2. (a) the minimum amount of cover provided by this policy is no less than £5,000,000^(c).

Signed on behalf of those Lloyd's Underwriters subscribing to the above insurance (Authorised Insurers)

Chris Thorne
Chief Underwriting Officer
Syndicate 435 at Lloyd's
For and behalf of Faraday Underwriting Limited

Notes:

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

Note: The information below this line does not form part of the statutory certificate. Faraday on whose behalf this certificate is issued require the following information to be entered by the issuing intermediary:

Name and address of issuing intermediary: Ark Insurance Group: 1410 Spring Place Herald Avenue, Coventry Business Park, Coventry. CV5 6UB