

Commercial Combined Policy Schedule



Policy Number: Ark-FAR-LIA18-891993
Your Insurance Agent: Insurance Experts Limited
Reason for issue: New Business
Date of Issue: 17/09/2024

Period of Insurance: 18/09/2024 to 18/09/2025

New Business Premium breakdown:

Premium before IPT: £1,622.50
Insurance Premium Tax (IPT): £194.70
Total Premium: £1,817.20

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:

Your details

Insured: Mr Frank Sprackman

Insured Trading Name (if different): Laser Quest Weston Ltd

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

Business Description: Paintball / Laser Tag / Airsoft site operator

Section 1. Material Damage Sums Insured:

Business Equipment: £0.00

Section 1A – Extensions to Material Damage Section:

Accidental Damage: **Insured**

Glass, Canopies, Signs & Sanitary Ware: **Not Insured**

Subsidence: **Not Insured**

Day One: **Not Insured**

Section 2. Money and Assault – Sums Insured:

Not Insured

Section 3. Goods in Transit Sum Insured

Not Insured

Section 4. Deterioration of Stock Sum Insured**Not Insured****Section 5. All Risks to Business Equipment Sum Insured****Not Insured****Section 6. Business Interruption****Not Insured****Section 7. Book Debts Sum Insured****Not Insured****Section 8. Loss of Licence Sum Insured****Not Insured****Section 9. Employers Liability**

Limit of Liability: £10,000,000.00

This Section is not operative if the Limit of Liability is listed as £0.00Section 9A – Extensions: **Not Available****Section 10. Public Liability**

Limit of Liability: £5,000,000.00

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

Limit of Liability: £5,000,000.00

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

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

Section 1 - £250

Section 10 - £250

Section 11 - £250

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 behalf of You by bona fide independent contractors (not defined as an Employee under this Insurance) unless at the time of engaging such contractors You obtain and retain 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 behalf of You and with a limit of liability not less than that applying to this Policy and containing an indemnity to principals clause

We shall 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 from abuse of any nature whether direct or indirect

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 the UNDERWRITERS 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 the INSURED obtains a signed indemnity form by a parent or guardian of the minor

(h) the INSURED shall obtain a signed suitability to participate form from all participants declaring their fitness existing injuries and or any medical conditions. A copy of said declaration must be retained by the insured and made available for insurers upon request.

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

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

The UNDERWRITER shall not indemnify the INSURED 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)

15 - Leisure15. PAINTBALL / AIR SOFT / LASER TAG CONDITION - It is a condition precedent to liability under this Insurance in respect of all paintball and or airsoft and or lasertag activities undertaken that

(a) You do not allow persons to use their own paint markers unless they are inspected and chronographed by You prior to their use

(b) Pre-game safety briefings are given to all participants before games and all participants complete a pre-game disclaimer.

(c) all participants participating in paintball and air soft activities wear protective clothing (a minimum of goggles or facemask, suitable of withstanding close range impact from a 330 fps paintball marker, and overalls which fully cover all limbs)

(d) first aid or medical facilities are kept available for use and at least one person qualified in first aid must be on site at all times when open for business

(e) You have a minimum age limit of 10+ years applicable for people to participate in paintball and air soft activities (6+ for low velocity/splat paintball activity).

(f) that no person or persons knowingly 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. where it is known that a participant or supervisor is taking or has taken any intoxicating substance, their involvement in any activity must be granted by the insurer prior to taking part.

(g) all equipment shall meet British Safety Standards (BSI) and or European Directive Standards (CE) and all masks, markers, bottles, regulators or other equipment shall be appropriately stamped

(h) all activities are marshaled by trained and/or experienced Employees

(i) Pyrotechnics are only to be used by participants who are aged 18+.

(j) You only provide paintball, airsoft or laser tag activities unless otherwise disclosed and agreed by the insurer and shown on the statement of fact.

1001 - LEISURE 1001 COMMUNICABLE DISEASE EXCLUSION - We will not cover You for any liability under Section 2, 3 and 4 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.

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 as described in the Policy Wording.

Issued under Unique Market Reference: B1262BW00324