Schedule of Insurance

Policy Wording: CSL-C 0619 - POLICY - LI (UK)

Policy Number: BP00563710

Unique Market Reference: B1262BW0126419

Period of Insurance: From: 00:00 On: 24/01/2020

To: 00:00 On: 24/01/2021

The Insured

Name: Kevin Robert Little t/as Wargame Company (Devon)

Correspondence Address: 4 Cole Moore Meadow, Tavistock, Devon, PL19 0ES

Premises: Morwelldown Plantation, Gulworthy, Tavistock, PL19 8JH

Business: Outdoor Paintball & Laser Tag Site Operator

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

Channel Isles

The Premium

Premium: £877.60

Insurance Premium Tax 12.00%: £105.31

Leisureinsure Fee: £50.00

Total Payable: £1,032.91

Security

XL Catlin Insurance Company UK Ltd

Business Interruption: Not Insured

Employers Liability: Insured

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

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

to the above limit:

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

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

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

Channel Isles

| Employee Category | Estimated Wage Roll |
|------------------------------|---------------------|
| Manual excluding height > 5M | £22,000 |

| Number of Employees | |
|---------------------|--|
| 5 | |

Public Liability: Insured

Excess: £500

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

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

to the above limit:

Pollution Liability: £1,000,000 any one Occurrence and

in the aggregate

Business Premises: The **Business** is carried on from premises in the following territories and no

others for the purposes of this Section

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

Channel Isles

Estimated Turnover: £49,923

Product Liability: Insured

Excess: £500

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

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

to the above limit:

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

the aggregate

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

Channel Isles

Professional Liability: Not Insured

Trustees Liability: Not Insured

Trustees Personal Accident: Not Insured

Paintball

Additional Conditions

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

- (a) You only provide paintball activities;
- (b) In accordance with UKPSF guidelines, **You** ensure pre-game safety briefings are given at all times, to include safety procedures provided to participants before games;
- (c) You ensure that all participants wear protective clothing (a minimum of goggles, facemask and overalls which fully cover all limbs) All equipment must carry CE approval marking All equipment is in good condition and is maintained and operated in accordance with manufacturers' recommendations;
- (e) You have first aid facilities on site;
- (f) You have a minimum age limit of nine (9) years applicable. Children under ten (10) must be accompanied by an adult of at least eighteen (18) years of age;
- (g) all equipment must be operated in accordance with manufacturers' recommendations;
- (h) Paintball markers must conform to Home Office guidance and must carry a CE approval mark;
- (i) Regular chronographing of markers must be undertaken with results and maintenance logs recorded and made available to underwriters upon request;
- (j) Smoke and paint grenades or thunderflashes can be used and/or sold on-site but not be taken off-site by customers at the end of an event. Pyrotechnics cannot be sold to or used by any person under the age of eighteen (18) years;
- (k) You do not use deep fat frying equipment with a capacity in excess of ten (10) litres.

In the event of breach of the above Additional Condition(s), **We** shall have no liability under this policy, unless **You** show that non-compliance with this condition could not have increased the risk of the loss which actually occurred in the circumstances in which it

Declaration

Policy Condition 4.3 - Premium Adjustment is applicable as follows:

In respect of the Liability Sub-Sections where the premium is provisionally based on the Insured's estimates, the Insured shall keep accurate records and within ninety (90) days of expiry of the Period of Insurance declare such details as the Insurer requires. The premium shall then be adjusted and any difference paid or allowed to the Insured as the case may be. Failure to declare such details to the Insurer will entitle the Insurer to make its own estimate and adjust the premium accordingly.

Premium Payment Warranty

IT IS HEREBY WARRANTED that, unless agreed otherwise by Leisureinsure in writing, all premiums due to Leisureinsure under this policy are paid within 30 days of your instruction to hold covered, or from the inception date, whichever is the earlier.

Non-receipt by Leisureinsure of such premium, by midnight (local standard time) on the premium due date, shall render this policy void with effect from inception. i.e. no cover will have been in force and no claim will be met.

Lasertag

Additional Conditions

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

- (a) You only provide lasertag activities;
- (b) **You** ensure pre-game safety briefings are given at all times, to include safety procedures provided to participants before games;
- (c) All equipment is in good condition and is maintained and operated in accordance with manufacturers' recommendations;
- (d) You have first aid facilities on site;
- (e) You have a minimum age limit of seven (7) years in respect of laser tag activities. Children under ten (10) must be accompanied by an adult of at least eighteen (18) years of age;
- (f) all equipment must be operated in accordance with manufacturers' recommendations;
- (g) You do not use deep fat frying equipment with a capacity in excess of ten (10) litres.

In the event of breach of the above Additional Condition(s), **We** shall have no liability under this policy, unless **You** show that non-compliance with this condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred

Statement of Fact

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

Insured: Kevin Robert Little t/as Wargame Company (Devon)

Policy Number: BP00563710

Reference: LITTKE2

I/we

- i. Confirm that the following statements apply to any company/organisation I/we have been involved in the management of. e.g. a director/member/owner/principal etc.
- ii. Comply with the terms and conditions contained in the written quotation provided by Leisure-Insure Ltd
- iii. Confirm that the Insured (unless a Body Corporate) is over the age of 18 years.
- iv. Confirm that during the last 5 years I/we have not had any claim made against me/us nor had any accident or loss which would have resulted in a claim being made had insurance been in force, other than those advised to, and acknowledged in writing by, Leisure-Insure Ltd.
- v. Confirm that no Insurer has refused to accept a proposal from me/us, nor refused to continue a Policy of Insurance held by me/us.
- vi. Confirm that no Insurer has imposed any special terms on any Policy of Insurance held by me/us.
- vii. Confirm neither I, nor any of my Business Partners or Directors have been convicted (or charged with but not yet convicted) of any criminal offence other than minor driving offences not resulting in disqualification (this statement does not apply to any conviction which is spent under the Rehabilitation of Offenders Act 1974).
- viii. Confirm that I/we have never been prosecuted under the Health and Safety at Work Act or other Statute or regulation.
- ix. Have not been the subject of any insolvency proceedings (including bankruptcy, liquidation or voluntary arrangements), any director disqualification proceedings, any County Court Judgment.
- x. Confirm that to the best of my knowledge and belief the information provided in connection with this insurance, whether in my own hand or not, is true and I have not withheld any important information.
- xi. Confirm that correspondence address I/we have provided to Leisureinsure is our habitual residence.

Duty of Fair Presentation

The rules governing what information you must disclose to your insurers before the insurance policy is taken out have changed. This new requirement is called the 'Duty of Fair Presentation'

How to Comply?

To comply with the 'Duty of Fair Presentation', prior to the start of the Policy you must:

- a. Disclose "every material circumstance which the you/senior management knows or ought to know" (this can include disclosing the limits of the information you are able to provide); or
- b. "failing that, [provide] disclosure which gives the us/insurer sufficient information to put a prudent insurer on notice that it needs to make further enquiries for the purposes of revealing those material circumstances".

A material circumstance is one which "would influence the judgement of a prudent insurer in determining whether to take the risk and, if so, on what terms". If you fail to disclose a material circumstance that could invalidate this policy, which could result in your claim being rejected. If you are any doubt about what to disclose, or indeed whether to disclose something, please contact us immediately.

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

I/we understand that:

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

Notification of Claims and Circumstances to:

Leisure-Insure Ltd

Network Point

Range Road

Witney

Oxon

OX29 0YN

Email: info@leisureinsure.co.uk Phone: +44 (0)1993 700761

Signed: Authorised Signatory

Date of issue: 10/01/2020



Certificate of Employers' Liability Insurance (See Note A)

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

Policy Number: BP00563710

Name of Policyholder: Kevin Robert Little t/as Wargame Company (Devon)

Including all subsidiary companies as advised to XL Catlin
Insurance Company UK Ltd except any specifically excluded

below

Excluded Subsidiary Companies: N/A

Date of Commencement of Insurance:24/01/2020Date of Expiry of Insurance:24/01/2021

We hereby certify that:

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



Signed: Paul Jardine, Director

On behalf of XL Catlin Insurance Company UK Ltd

Notes:

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

Registered office: 20 Gracechurch Street, London, EC3V OBG

Registered in England No. 5328622

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

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