

## POLICY SCHEDULE

Policy Number	1940614
ERN	Exempt

<b>INSURED</b>	
Insured	Sharon & David Wightman T.as on the Edge Events
Business Description	Paintball, Laser & Airsoft Operator including Mobile Promotional Activities & Gaming including Paintball Shooting Gallery & Provision of Food
Correspondence Address	6 Chelmer Grove Heywood Lancashire OL10 4RX
Risk Address	Cocks Moss Woods Cocksmoss Lane, Marton Macclesfield Cheshire SK11 9HX

<b>IMPORTANT INFORMATION</b>	
Reason For Issue	Renewal
Date of Issue	27 November 2015
Effective Date	25 November 2015
Expiry Date	24 November 2016
Net Premium	£688.78
IPT (Insurance PremiumTax)	£65.43
Eastman Fee	£35.00
<b>Amount Payable</b>	<b>£789.21</b>

<b>AGENT</b>	Riva Insurance Brokers Limited
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## BUILDINGS

DESCRIPTION	SUM INSURED
Buildings	£25,000
Tenants Improvements	£0
Accidental Damage	Insured
Day one Basis (non adjustable)	0%

## GLASS

DESCRIPTION	SUM INSURED
Glass Breakage	£0

## CONTENTS

DESCRIPTION	SUM INSURED
Machinery, Plant and All Other Contents	£0
Landlords Contents	£0
Cigarettes, Tobacco, Cigars	£0
Wines and Spirits	£0
Computer Equipment and Electronic Business Machines	£0
General Stock	£0
Customer's Goods -	£0
Frozen Food / Deterioration of Stock	£0
Non Ferrous Metals	£0
Other Specified Items ( )	£0
Accidental Damage	Insured
Day one Basis (non adjustable)	0%

## BUSINESS INTERRUPTION

DESCRIPTION	SUM INSURED
Gross Profit	£0
Gross Revenue	£0
Maximum Indemnity Period	Not Covered
Increased cost of working	£0
Additional increased cost of working	£0
Unspecified Customers	£0
Unspecified Suppliers	£0
Specified Customers	£0
Specified Suppliers	£0
Storage Sites	£0
Property in Transit	£0
Contract Sites	£0
Public Utilities	£0
Denial of Access	£0
National Lottery	£0
Public Emergency	£0
Closure	£0
Disease	£0
Bomb Scares	£0
Essential Personnel	£0
Exhibition Expenses	£0
Patterns (at third party premises)	£0

## BUSINESS INTERRUPTION - LOSS OF RENT

DESCRIPTION	INDEMNITY PERIOD	SUM INSURED
Payable	Not Covered	£0
Receivable	Not Covered	£0

## MONEY

DESCRIPTION	SUM INSURED
Transit / Contract Sites	£2,500
Bank Night Safe	£0
Premises during business hours not in a safe	£1,000
Premises during business hours in a safe	£0

Premises outside of business hours in a safe	£0
Premises outside of business hours not in a safe	£1,000
Travellers / Collectors	£0
Private Dwellings	£1,000
ATM's / Gaming Machines	£0

## LIABILITIES

DESCRIPTION	SUM INSURED
Employers Liability (Any one claim or series of claims arising out of any one event)	£10,000,000
Public Liability (Any one claim or series of claims arising out of any one event)	£5,000,000
Products Liability (Any one period)	£5,000,000
Property Owners Liability (Any one claim or series of claims arising out of any one event)	£0
Treatment Risks	£0

## BOOK DEBTS

£0

## GOODS IN TRANSIT

Limit per vehicle	£0
Number of vehicles	0

## LOSS OF LICENCE

£0

## ALL RISKS TO BUSINESS EQUIPMENT

Description of Specified Items	Geographical Limits	Sum Insured
Other	UK only	£56,000
<i>Miscellaneous/Other Description: Business Equipment - £35,000 Compressor - £ 7,000 Activity Stock/ Retail Equipment - £ 3,000 General Contents Including Activity - £10,000 Equipment, fixed in air system &amp; Inflatable Barriers - £10,000</i>		

## OPTIONAL EXTENSIONS

Treatment Risks	Not Insured
Subsidence, Ground Heave, Landslip	Not Insured
Terrorism	Not Insured

## CONTRACTORS ALL RISKS/CONTRACT WORKS

DESCRIPTION	SUM INSURED
Maximum Contract Period	0 Months
Maximum Contract Value	£0
Own Plant Sum Insured	£0

Maximum value any one item of Own Plant	£0
Hired in plant Sum Insured	£0
Maximum value of any one item of Hired in Plant	£0
Estimated hire charges for Hired in Plant	£0
Hand Held Tools Sum Insured	£0
Maximum value of Hand Held tools per any one employee	£0

## INTERESTED PARTIES

Name of any interested parties None

## EXCESSES APPLICABLE

DESCRIPTION	EXCESS
Property / Material Damage	£250
Employers Liability <small>(Any one claim or series of claims arising out of any one event)</small>	Nil
Public Liability <small>(Any one claim or series of claims arising out of any one event)</small>	£500
Products Liability <small>(Any one period)</small>	£500
Property Owners Liability <small>(Any one claim or series of claims arising out of any one event)</small>	£500
Subsidence	Not Insured

(unless otherwise stated in the below policy endorsement, warranties and conditions)

## INSURER/S

Property / Material Damage	Gable Insurance AG
Liabilities	Gable Insurance AG

## ABOUT EASTMAN UNDERWRITING AGENCY LIMITED

Eastman Underwriting Agency Limited is authorised and regulated by the Financial Conduct Authority (FCA Register No. 310018)

## CLAIMS AND UNDERWRITING EXCHANGE REGISTER

Insurers may pass information to the Claims and Underwriting Exchange Register. The aim is to help us to check information provided and also to prevent fraudulent claims. When we deal with your request for insurance, we may search the register. When you tell us about an incident (such as fire, water damage or theft) which may or may not give rise to a claim, we may pass information relating to it to the register.

### DATA PROTECTION

For Data Protection Act purposes your personal data will be held and processed for insurance administration including underwriting and claims handling.

For this purpose the information may also be passed to selected third parties including insurers, third party suppliers, loss adjusters, credit reference and fraud prevention agencies and reinsurers. We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- checking applications for, and managing credit and other facilities and recovering debt; checking applications for, and managing credit and other facilities and recovering debt;
- checking insurance proposals, Statement of Facts and claims;

You have a right to access (subject to limited exceptions) and if necessary rectify the information that we hold.

By entering into this contract of insurance either you, or your insurance advisor who arranged this contract of insurance on your behalf, have confirmed your authority to disclose your personal data and to consent on your behalf to the processing of that data by the insurance company stated above.

Your information includes data about your transactions.

You are advised to keep a record (including copies of letters) of all information supplied to us for the purpose of entering into the contract.

#### **EMPLOYERS LIABILITY TRACING OFFICE (ELTO)**

We will be required to provide some of your information to the Employers Liability Tracing Office (ELTO). The information that we supply in accordance with this requirement will be added to an electronic database that will be managed by ELTO.

#### **LAW APPLICABLE TO CONTRACT**

Unless otherwise specified this contract shall be subject to English law (or Scottish law when the address shown on the Schedule is in Scotland) and the Courts of England (or Scotland when this contract is subject to Scottish law) will have exclusive jurisdiction in all disputes connected with this policy.

If there is any dispute as to which law and jurisdiction apply it will be English law and the Courts of England.

### **POLICY ENDORSEMENTS, WARRANTIES & CONDITIONS**

The following policy endorsements, warranties and conditions apply to your policy in addition to any standard warranties detailed in your policy wording. It is imperative that these warranties are read in accordance with your policy wording. It is very important that you are familiar with and understand any such endorsements, warranties and conditions together with your obligation to comply with them fully. If you have any doubt as to whether you can comply with any endorsement, warranty or condition or should you not understand any point please contact the Broker or Agent who arranged the policy for you for guidance as failure to comply could result in a claim not being paid and/or your insurance being voided.

#### **Endorsement Title & Description**

##### **Cancellation Rates**

If the policy is cancelled in the first year of cover and more than 14 days from the inception of the policy, the following rates\* will be applied:

<b>CANCELLATION RATES</b>	<b>PERCENTAGE OF PREMIUM PAYABLE (BEFORE IPT)</b>
UPTO 1 MONTH ON COVER	20%
UPTO 2 MONTHS ON COVER	30%
UPTO 3 MONTHS ON COVER	40%
UPTO 4 MONTHS ON COVER	50%
UPTO 5 MONTHS ON COVER	60%
UPTO 6 MONTHS ON COVER	70%
UPTO 7 MONTHS ON COVER	80%
UPTO 8 MONTHS ON COVER	90%
OVER 8 MONTHS ON COVER	100%

\*Minimum Retained Premium £150.00

If the policy is cancelled in the second or any subsequent year of cover, the charge made will be calculated on a pro-rata basis.

All cancellations, in addition to the above, will be subject to the following administration charges:

##### **ADMINISTRATION CHARGE:**

£25.00 - Upto £1000 return premium  
£50.00 - Upto £2500 return premium  
£75.00 - Over £2500 return premium

No refund of premium will be given in the event of there being a claim under the policy or an incident reported which

could give rise to claim.

(Nb. where the schedule notes that the liability premium is minimum deposit, all of the premium relating to the liability element of the policy will be retained in full by Insurers and any return premium will be calculated solely on the property element of the premium)

### **EUA009: Unoccupancy Warranty**

It is warranted that in respect of the premises, or parts of the premises thereof, which are or become unoccupied:

- a) It is warranted that premises are made secure against illegal entry and exit.
- b) It is warranted that if the period of unoccupancy has exceeded six months then all windows are to be boarded up. In addition, letterboxes shall be sealed to prevent insertion of material.
- c) all losses arising out of building operations, renovation, or refurbishment are excluded from cover.
- d) It is warranted that the premises are visited at least once per week to ensure there is no deterioration in the fabric of the building and that all of these conditions continue to be complied with.
- e) **When unoccupied for more than 30 days, all policy coverage is restricted to fire, lightning, explosion and aircraft only.**

Subject otherwise to the normal Terms, Exceptions and Conditions of this Policy

### **EUA034: Airsoft Operators Endorsement**

#### CONDITIONS PRECEDENT

#### 8. Playing Conditions

It is a condition precedent to liability that:-

1. (a) eye protection must be worn at all times by participants and marshals during a skirmish and until all persons have left the skirmish environment.  
(b) only eye goggles and face masks that are able to withstand close range impact from a 6-8mm Airsoft ball fired at 500 fps (328 in Northern Ireland) are to be used.  
(c) if a third party participant brings in their own goggles and/or face mask the Insured must visually confirm that the make and/or model of the equipment brought in meets Condition (b) above. If the Insured is unable to arrive at such confirmation the Insured must test the equipment by firing a 6-8mm round with a 500fps (328 in Northern Ireland) gun at point-blank range. If the equipment fails the test the participant must wear equipment provided by the Insured or leave the playing area.  
(d) participants aged 17 and under must wear full face masks  
(e) participants aged 18 and over must be offered full-face masks  
(f) participants and marshals must wear long sleeves and trousers at all times during a skirmish
2. no guns that have a gun velocity of greater than 500 fps single shot (328 in Northern Ireland), or 370fps (328 in Northern Ireland) fully automatic are to be used in any skirmish.
3. airsoft players may use their own modified guns provided that they meet Condition 2 above. The Insured must chronograph the gun the first time the member plays at the site and after any modifications to ensure compliance with Condition 2.
4. disclaimer notices are to be signed by all participants; and if 17 and under signed by a guardian or parent or nominated adult. NOTE: The disclaimer must include confirmation that the participant understands the risks involved with Airsoft and confirm that they have no pre-existing medical conditions that may be aggravated by participating in Airsoft.
5. the minimum age of any participant is ten.
6. 14 - 17 year olds are allowed to participate with parent or guardian or nominated adult permission. If the participant is under 14 they must be accompanied by a parent or guardian or nominated adult.
7. the Insured must approve all pyrotechnics and are only permitted to be used following a briefing on the safe usage prior to any skirmish taking place.
8. the minimum age of participants using pyrotechnics is 18.
9. no hot burning pyrotechnics shall be used where there is a risk of igniting fires.
10. only round Airsoft balls of either 6mm or 8mm diameter are to be used.
11. all gas canisters must be safely locked away after use.
12. a qualified first aider must be present at the site at all times
13. there must be a minimum of one marshal per 15 participants for urban environments and one marshal per 20 participants for woodland environments.
14. any participant who is known to be under the influence of alcohol or drugs is not to be allowed to take part in any skirmish.
15. risk assessments must be carried out of the skirmish area identifying any potential risks and making any improvements necessary prior to allowing gaming to commence. A copy of such risk assessments must be kept for a period of 6 years.
16. no participant is allowed to shoot or be shot at whilst ascending or descending towers
17. larp weapons are permitted to be used subject to full head protection being worn at all times
18. if motor vehicles are used:-
  - (i) all drivers must be at least 21 years of age and must be either the Insured or Employees of the Insured.

- (ii) all vehicles must be fit for purpose and maintained regularly
- (iii) all drivers must have a full UK driving License and no driving convictions within the past 3 years other than speeding fines.
- (iv) all vehicles that are not licensed for road use must have received SORN status arranged with the DVLA
- (v) a maximum speed limit of 10 mph applies at all times

NOTE: This Policy does not provide any indemnity in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any subsequent amendments or other Compulsory Road Traffic Legislation.

### **EUA159: Laser Tag Conditions**

It is a condition precedent to liability that:-

- a) a disclaimer notice will be prominently displayed at the reception area and playing area and all participants attention must be directed to its content and meaning.
- b) no person under the age of six be allowed to participate. All participants under the age of fourteen must be accompanied by a parent or guardian or nominated adult (which may include Employees of the Insured) provided that a record of who is responsible for whom is kept. (You will need to show such record in the event of a claim).
- c) a minimum of one marshal per twenty participants be present for each game and such marshal shall not participate in any game they are marshaling unless they are participating to ensure there is an equal number of participants in each team.
- d) no person who has high blood pressure heart problems epilepsy back or neck problems pregnant or is clearly affected by drink or drugs be allowed on the attraction.
- e) all spectators must be kept well away from the play area.

### **EUA162: Paintball Playing Conditions (amended)**

#### Playing Conditions

It is a condition precedent to liability that:-

1. all participants must be given a full safety briefing prior to participating in any paintball game, this includes, but is not limited to, emphasising the importance of wearing a full face mask as per Condition 2(a) below.
2. a full paintball face mask
  - (a) must be worn at all times by participants and marshals during a paintball game and until all persons have left the paintball game environment and are in a designated safe zone.
  - (b) that can withstand close range impact from a 330 fps paintball marker are to be used at the venue.
  - (c) if a third party participant brings in their own goggles and/or face mask the Insured must visually confirm that the make and/or model of the equipment brought in meet Condition (b) above. If the Insured is unable to arrive at such confirmation the Insured must test the equipment by firing a round with a 300fps gun at point-blank range. If the equipment fails the test the participant must wear equipment provided by the Insured or leave the playing area.
3. all participants and marshals must wear long sleeves and trousers at all times during a paintball game.
4. tournament markers must not have a velocity of greater than 300 fps and site markers must not have a velocity of greater than 280fps.
5. participants may use their own modified markers provided that they meet Condition 4 above. The Insured must chronograph the marker before the participant begins playing at the beginning of the day to ensure compliance with Condition 4 above.
6. disclaimer notices are to be signed by all participants; and if 17 and under signed by a guardian or parent or nominated adult.

NOTE: The disclaimer must include confirmation that the participant understands the risks involved with Paintball and confirm that they have no pre-existing medical conditions that may be aggravated by participating in Paintball (This would include high blood pressure, epilepsy, back problems, neck problems or any heart condition).

7. the minimum age of any participant is ten.
8. 14 - 17 year olds are allowed to participate with parent or guardian or nominated adult permission. If the participant is under 14 they must be accompanied by a parent or guardian or nominated adult.

9. pyrotechnics are only to be used by participants who are aged 18 or over.
10. the Insured must approve all pyrotechnics and are only permitted to be used following a briefing on the safe usage prior to any game taking place.
11. pyrotechnics shall not be used where there is a risk of igniting fires.
12. all gas canisters must be safely locked away after use.
13. a qualified first aider must be present at the site at all times
14. there must be a minimum of one marshal per 15 participants.
15. marshals are not allowed to participate in any of the paintball games that they are marshalling.
16. the following persons are not to be allowed to participate in any games:
  - (a) anyone under the influence of alcohol or drug
  - (b) anyone who is pregnant.
17. risk assessments must be carried out of the paintball area identifying any potential risks and making any improvements necessary prior to any game taking place. A copy of such risk assessments must be kept for a period of six years.

### **EUA193: MONEY SECTION - ASSAULT BENEFITS**

Assault – personal assault benefits in accordance with the Table of Benefits hereunder in the event of a robbery or attempted robbery of the Insured or any partner, director or employee in the course of their employment by the Insured which directly results in death or disablement:

- 1) Death £10,000
- 2) Total & irrecoverable loss of sight in one or both eyes £10,000
- 3) Total loss of use of an entire hand, arm, foot or leg £10,000
- 4) Permanent total disablement from usual occupation £10,000
- 5) Temporary total disablement from usual occupation £ 100 per week

**Provided that:**

- a) Benefits shall only be payable under one of the Table of Benefits 1 to 4 in respect of any one injury and such payment shall be the maximum payable per person in any Period of Insurance.
- b) No benefit shall be payable under Benefits 1 to 4 inclusive unless death or disablement occurs within twelve months of the injury.
- c) No benefit shall be payable to any person whose age is less than sixteen or more than sixty five years.
- d) Benefit 5 shall cease immediately the Insured are entitled to claim Benefits 1, 2, 3 or 4.
- e) The maximum period payable for Benefit 5 shall be 104 weeks from the date on which the Insured, partner, director or employee first attends a qualified medical practitioner.
- f) Persons are between the ages of 16 and 60 years.

<b>Condition Title &amp; Description</b>
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