

CERTIFICATE OF INSURANCE

EFFECTED THROUGH

LOCKTON COMPANIES LLP

Accident, Health, Sports & Contingency

(Authorised and Regulated by the Financial Conduct Authority)

Of

The St Botolph Building, 138 Houndsditch, London EC3A 7AG

MASTER POLICY NUMBER: B0713SPRSP1801033
CERTIFICATE NUMBER: 35317

THIS IS TO CERTIFY that in accordance with the authorisation granted under Master Policy Number B0713SPRSP1701033 to the undersigned by certain Underwriters as attached, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Policy Signing Office, and in consideration of the premium specified herein, the said Underwriters are hereby bound to insure in accordance with the terms and conditions contained herein or endorsed hereon.

THE UNDERWRITERS hereby agree to insure against loss including but not limited to associated expenses specified herein, if any, to the extent and in the manner herein provided.

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Certificate shall become void and all claim hereunder shall be forfeited.



POLICY DETAILS:

Master Policy No: B0713SPRSP1801033

Certificate No: 35317

Wording: Sport & Leisure Combined – Lockton Ascend

(S&LA 02/17 - CIC(UK)L)

Insured: Phill Sparks
Insured Principal: Phill Sparks

Insured's Address: 13, Fulmar Road, Anstey, Leicester, LE7 7FZ United Kingdom

Number of Directors/Instructors: Not Applicable

Premises: Not applicable

Business: Mountaineering Instruction as per the scope of the

Mountain Training qualification(s) held

Mountain Training qualification(s): Climbing Wall Award/Climbing Wall Instructor, Climbing

Wall Development Award/Climbing Wall Development Instructor, Rock Climbing Instructor/Single Pitch Award

Period of Insurance: From: 30 November 2018 To: 29 November 2019

Both dates Inclusive local standard time at the **Insured's** address

stated above

This policy will not automatically renew: notice is hereby given that cover will terminate and not be renewed at the expiry date unless a new agreement is reached between the **Insurer** and the

Insured.

LIABILITY SECTION: OPERATIVE

Covered Jurisdictions: United Kingdom

PUBLIC LIABILITY SUB-SECTION OPERATIVE

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

Extension Pollution Liability: GBP 5,000,000 any one **Occurrence** and

in the aggregate

Trigger: Incidents Occurring During

Occurrence Limit: Combined Excess: GBP Nil

Applicable to **Injury** and **Damage**

Applicable to **Defence Costs**

Defence Costs: Inclusive

Retroactive Date: 3 years prior to inception date

Except Data Protection Act: Not Applied

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

others for the purposes of this Section:

United Kingdom and Ireland but Worldwide excluding USA and Canada in

respect of IML activities

Covered Jurisdictions: United Kingdom



PRODUCT LIABILITY SUB-SECTION

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

Extension Pollution Liability: Included Above

Trigger: Incidents Occurring During

Occurrence Limit: Combined Excess: GBP Nil

Applicable to Injury / Damage / Injury and Damage

Applicable to **Defence Costs**

Defence Costs: Inclusive

Retroactive Date: 3 years prior to inception date

Except Consumer Protection Act: Not Applied

Products sold in or

supplied to:

United Kingdom

Covered Jurisdictions: United Kingdom

EMPLOYERS LIABILITY SUB-SECTION

NOT OPERATIVE

Limit of Liability: GBP 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: GBP 5,000,000 any one **Occurrence**Asbestos: GBP 5,000,000 any one **Occurrence**

Trigger: Injury Caused During

Occurrence Limit: Protected

Defence Costs: Inclusive

Covered Jurisdictions: United Kingdom

PROFESSIONAL LIABILITY SUB-SECTION

OPERATIVE

Limit of Liability: GBP 1,000,000 any one **Occurrence** and in the aggregate

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

the above limit:



Breach of Confidentiality: GBP 100,000 any one **Occurrence** and in the

aggregate

Excess: Nil

Breach of Copyright: GBP 100,000 any one **Occurrence** and in the

aggregate

Excess: Nil

Libel and Slander: GBP 250,000 any one **Occurrence** and in the

aggregate

Excess: Nil

Trigger: Claims Made and Notified – Reporting Period 60 Days

Occurrence Limit: Combined

Defence Costs: Inclusive

Retroactive Date: 3 years prior to inception date

Covered Jurisdictions: United Kingdom

PERSONAL ACCIDENT EXTENSION:

NOT OPERATIVE

Geographical Limits: United Kingdom and Ireland but Worldwide excluding USA and Canada in

respect of IML activities

Permanent Partial

Disability Scale: Standard
Claim Time Limit: 12 months

Event Aggregate Limit: £25,000 per Insured Person

Age Limit: Applicable for Ages 5 to 80 only.

Reduced Benefits apply for:

Ages 5 to 16 - 20% of Death Benefit otherwise full Benefits

Schedule applies

Ages 71 to 80 - 25% of Death and Permanent Total Disablement and

Permanent Partial Disablement Benefit otherwise full Benefits Schedule applies

BENEFITS SCHEDULE

BENEFIT TYPE BENEFIT AMOUNT

Accidental Death £25,000

Permanent Total

Disablement £25,000

Any Occupation

Permanent Partial Disablement

Capital Sum £25,000

Standard Scale Please check the scale below to see what percentage of the Capital Sum is

payable.

Medical Expenses Unless detailed below: £1,000

Excess: Nil



PERMANENT PARTIAL DISABLEMENT - STANDARD SCALE

CONDITION PERCENTAGE OF CAPITAL SUM PAYABLE

Loss of Limb (one limb): 25% 100% **Loss of Limb** (two or more): Loss of Sight (one eye): 25% Loss of Sight (both eyes): 100% Loss of Limb & Loss of Sight: 75% Loss of Hearing (one ear): 25% Loss of Hearing (both ears): 100% Loss of Speech: 100%

Important Notes

The Insurer shall not pay more than the Capital Sum stated in the Benefit Schedule for **Permanent Partial Disablement** arising out of any one **Accident** regardless of the number of conditions diagnosed in the **Insured Person**.

PREMIUM: GBP 140.00

Insurance Premium Tax at 12% GBP 16.80

Total Premium GBP 156.80

NOTIFICATION OF CLAIMS AND CIRCUMSTANCES TO:

XL Catlin

Crisis Management
20 Gracechurch Street

London EC3V 0BG

E-mail: <u>James.Good@xlcatlin.com</u>

Jonathan.Kelly@xlcatlin.com

Signed by:



Paul Jardine

Director

Catlin Insurance Company (UK) Ltd.

Initial: JM

Date: 09 November 2018



ENDORSEMENTS TO CERTIFICATE OF INSURANCE:

BASIS OF COVER ENDORSEMENT

Cover is provided for all activities within the remit of the Mountain Training qualification(s) held and declared as specified in the Policy Schedule.

Cover is included for low level team building exercises, bushcraft (excluding foraging), instruction on artificial structures including Route Setting (but excluding any engineering and/or constructional aspects related to such), film and media work to the extent that the member is working within the remit of their Mountain Training Qualification(s) and the provision of technical advice including when working as an Expert Witness or AALS Inspector for MIA and MIC holders.

It is a condition precedent to **Our** liability that **You** must have carried out the necessary risk assessments for each activity and do not undertake any activity at a site which **You** have not visited previously or has not been used for the activity in question previously.

When 'Operative' Employers liability is provided for mentoring purposes only in respect of Individuals and Companies with only 1 Director/Instructor. (If Individual and Ascend Three only without selecting full Employers Liability)



COACHING, INSTRUCTION AND SUPERVISION ENDORSEMENT

All persons actively involved in the coaching, instruction, supervision or treatment of others must have all relevant qualifications required to do so.

The maximum Instructor: Participant Ratio is 1:12 for a sole Instructor leading a group

Where this number is exceeded, the appropriate number of adult support staff must be utilised, whilst ensuring the overall ratio (including support staff) does not exceed the maximum ratio. For example; 2:24 or 3:36

ADVENTURE SPORTS ENDORSEMENT

Where The Business, as stated in The Schedule, includes adventure sports or other similar operations, the following shall apply:

General Conditions applicable to all adventure sport activities

It is a condition precedent to **Our** liability that:

- 1) for the safety of the participants You must:
 - a) ensure that all participants must complete and sign a medical disclaimer and risk acknowledgement form prior to taking part in any of the activities.
 - b) provide all participants with a detailed safety briefing on all the activities being undertaken.
 - c) not sell or supply alcohol to any participant or instructor, marshal of official prior to or during any physical activity,
 - d) ensure that any participant or instructor, marshal or official who is intoxicated will not be allowed to partake or instruct, marshal of officiate in any activity,
 - e) ensure that there is a suitably qualified first aider available at all times during the activities, if no such first aider is available then all the activities must cease until such person is available again,
- 2) for the safety of the spectators You must:
 - a) ensure that the spectators are provided with a safety briefing detailing the areas in which they can safely spectate and any potential hazards associated with the venue and the activities being undertaken,
 - b) ensure that no spectators under the age of 18 will be allowed to spectate without being accompanied by a parent or responsible guardian,
 - c) ensure that the spectators are supervised at all times.

SUB-CONTRACTOR'S ENDORSEMENT

It is a condition precedent to **Our** liability that all sub-contractors engaged by **You** shall have in force and effect Public Liability Insurance for third party Bodily Injury or Damage to Property with a minimum limit of indemnity limit of GBP 5,000,000 throughout the duration of their contract with **You**.

You shall undertake to obtain and retain documentary evidence of the said Insurances, prior to the commencement of any contract.