



Renewal Schedule

This schedule together with your policy wording, any endorsements and certificates, the proposal form, and any other information supplied by you or agents acting on your behalf, shall form the basis of the contract between you and Insurers as detailed in the policy wording and as such shall be read together as one document.

Certificate Number: 14/OXY/SUNRI-3 and replacing all schedules previously issued

Insured: Sunrise Bushcraft Ltd &/or Sunrise Academy Ltd

Address: 4 Kings Road
New Milton
Hamps, BH25 5AY

Business: Teambuilding Activity Site including, Bushcraft, Survival and Camping Craft, Outdoor Activities, Teambuilding Activities, Low Ropes Course, Archery and Air Rifle Shooting and First Aid Training

Period of Insurance: From:1 April 2014 to: 31 March 2015 and any subsequent period for which renewal of this insurance is agreed.

Renewal Premium: £1600.00
6% Insurance Premium Tax: £ 96.00
Fee £ 25.00
Total Premium Due: £1,721.00 Minimum and Deposit Premium (subject to adjustment as Policy Conditions)

SECTIONS APPLICABLE Limits of Indemnity

SECTION 1 – Employer’s Liability: £10,000,000 any one occurrence.

Principal Road Traffic Act Liability
Exceptions: Offshore
£5,000,000 limit each and every claim inclusive of costs in respect of Terrorism and/or Asbestos

SECTION 2 – Public Liability: £10,000,000 any one claim or series of claims arising from one occurrence and unlimited in the aggregate in the Period of Insurance .

Principal Excluding Terrorism and/or Asbestos
Exceptions: £500 Third Party Property Damage Excess

SECTION 3 – Products Liability: £10,000,000 any one claim and in all in the Period of Insurance.

Principal
Exceptions: Excluding Terrorism and/or Asbestos

ENDORSEMENTS 1. Bona Fide Sub Contractors Condition

Signed on behalf of Insurers

Date: 25 March 2014

Authorised Signatory

POLICY ENDORSEMENTS OXY 2014

9 - Bona Fide Sub-Contractors Condition Precedent - PL

It is a condition precedent to liability under this policy that all Bona Fide Sub- Contractors maintain their own, valid insurances for Public Liability as covered under this insurance for amounts not less than £1,000,000



Liability Insurance

1. INTRODUCTION

CERTIFICATION AND EXTENT OF POLICY COVERAGE

This is to certify that in accordance with the authorisation granted under Policy Number OIMCC140048 to John Ansell & Partners Ltd., trading as British Activity Holiday Insurance Services Limited (BAHIS) by your insurers, and in consideration of the premium specified having been paid, your insurers agree to the extent and in the manner detailed, to indemnify you against loss or damage sustained or legal liability for accidents happening, which occur during the period of insurance and arising from the business, as detailed in the policy schedule, after such loss, damage or liability has been proved.

Provided always that:-

- Your insurers liability shall not exceed the limits of liability expressed in the attaching policy schedule or such other limits of liability as may be substituted by endorsement and agreed by or on their behalf
- This policy insures only in respect of the sections specified in the policy schedule
- This policy is subject to all provisions, conditions, warranties and exclusions which are contained within the body of the wording or that may be endorsed or added hereto, all of which are to be considered as incorporated and shall be read together.

BASIS OF THIS CONTRACT

You have applied for this insurance by completing a proposal form or a statement of fact or made a declaration which is the basis of this contract and which is deemed to be incorporated herein. Your insurers have relied upon the details contained in the proposal form or statement of fact to decide whether to accept this insurance and to determine the terms of such acceptance. You must ensure that all the statements in the proposal form or statement of fact are accurate and that you have not withheld any material facts. A material fact is a fact likely to influence your insurer's assessment of the risk.

This policy is voidable in the event of misrepresentation, or non-disclosure of any material facts.

If you are in any doubt as to what constitutes a material fact you should consult your insurance broker.

The cover provided by this policy is subject to you, by the required dates:

- Providing any additional information requested
- Completing any actions agreed between you and your insurers
- Allowing your insurers to complete any actions agreed between you and your insurers

Upon completion of these requirements (or if they are not completed by the required date(s)), your insurers may, at their option: amend the terms, premium or conditions, or withdraw cover. If your insurers choose to exercise this option, they will advise you in writing confirming the action being taken.

THE LAW THAT GOVERNS THIS POLICY AND JURISDICTION

The parties to this contract are free to choose the law applicable to the contract. Unless specifically agreed to the contrary this policy shall be subject to English Law. The indemnity provided by this policy shall apply only to judgements against you in the Courts of Law of England and Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and not to judgements obtained elsewhere nor to judgements or orders obtained in the said courts for enforcement of foreign judgements whether by way of reciprocal agreements or otherwise.

The premium for this policy has been calculated accordingly and no consideration has been paid in respect of sums payable under any other law or the jurisdiction of any other courts.

DATA PROTECTION ACT 1998

Any information provided to your insurers regarding you will be processed by your insurers in compliance with the provisions of the Data Protection Act 1998, for the purposes of providing insurance and handling claims, which may necessitate providing such information to third parties

The policy, the proposal form and/or declaration made by you and the policy schedule should be read together, and form the contract of insurance between you and your insurers. It is only valid when a completed policy schedule is attached

The policy should be read carefully and if it is incorrect returned immediately to us for alteration. You may need to refer to it if you have to make a claim. It is recommended that you retain details of your Employers Liability Certificates for at least 40 years

If there is anything that you do not understand please contact us.

COMPLAINTS PROCEDURE

If you have a complaint, which relates to either your policy or to a claim, which you have submitted under your policy then you should raise this with your broker. If your concerns are not resolved with your broker by close of the next business day, your insurance provider should be notified at:

John Ansell & Partners Ltd., trading as British Activity Holiday Insurance Services Limited (BAHIS),
Lough Point, 2 Gladbeck Way, Enfield, EN2 7JA. Telephone 0207 251 6821,
who will undertake to notify your insurer.

If you do not use the services of a broker but deal directly with BAHIS you should contact John Ansell & Partners Ltd., trading as British Activity Holiday Insurance Services Limited (BAHIS), Lough Point, 2 Gladbeck Way, Enfield, EN2 7JA. Telephone 0207 251 6821, who will respond by close of the next business day. If you are still unhappy with the outcome the complaint will be referred to your insurer.

Whilst reviewing your complaint your insurer will:

- * Acknowledge your complaint promptly
- * Investigate your complaint quickly and thoroughly
- * Keep you informed of the progress of your complaint
- * Do everything possible to resolve your complaint

Your insurer is obliged to provide you with a written offer of resolution within 8 weeks of the date your complaint was received.

If you are unhappy with the final decision made by your insurer, you may be eligible to refer your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints.

The FOS can be contacted at the following address:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Telephone: 0800 0234567 (for landline users)
Telephone: 0300 1239123 (for mobile users)
Email: complaint.info@financial-ombudsman.org.uk
Website: www.finacial-ombudsman.org.uk

You have six months from the date of the final response from us to refer your complaint(s) to the FOS. This does not affect your right to take legal action; however, the FOS will not adjudicate on any case where litigation has commenced.

2. GENERAL DEFINITIONS

BUSINESS as described in the policy schedule including

- the ownership and occupancy (including maintenance) of your own property and any property for which you are legally responsible
- the provision and management of canteen, sports and social, educational training, hospitality and welfare facilities for your employees
- first aid fire medical ambulance and security services
- private work carried out with your consent for you or any of your directors, partners or other senior officials.

EMPLOYEE

- any person under a contract of service or apprenticeship with you
- any self-employed person working on a labour only basis, a labour only sub contractor, master or person supplied by any of these
- any person seconded to acquire work experience, training, volunteer, study exchange scheme or otherwise
- any person hired to or borrowed by you including volunteer, marshal, instructor, supply teacher or leader whilst engaged in working for you in connection with your business.

EXCESS

The amount shown in the policy schedule to any section of the policy being the amount of each and every claim which is not covered and for which you are considered to be your own insurer.

INDEMNITY

The amount you can recover in respect of loss occurring under this policy which is subject to a limit of liability as shown in the policy schedule.

INJURY

- Bodily injury, death, illness, disease or shock including
- wrongful entry or eviction or other wrongful invasion of the right of private occupancy
- mental anguish, mental injury and shock, false arrest, wrongful detention or false imprisonment or malicious prosecution of any person.

INSURED

The person(s) or corporate body named in the policy schedule and includes

- your associated or subsidiary companies notified to and accepted in writing by your insurers at your written request
- any director, partner, principal, employee or volunteer worker, any officer, member, committee member or employee of your sports and social or welfare organisation or fire first aid or ambulance service
- in the event of your death, your legal personal representatives in respect of legal liability incurred by you.

INSURERS/UNDERWRITERS

Royal & Sun Alliance Insurance plc. Company No 93792 is registered in England and Wales. Registered address: St. Mark's Court, Chart Way, Horsham, West Sussex. RH12 1XL.

AIG Europe Limited. Company No 1486260 is registered in England. Registered address: The AIG Building, 58 Fenchurch Street, London. EC3M 4AB.

Aviva Insurance Limited. Company No 2116 is registered in Scotland. Registered address: Pitheavlis, Perth, Scotland, PH2 0NH.

Covea Insurance plc. Company No 613259 is registered in England and Wales. Registered address: Norman Place, Reading, RG1 8DA.

All your insurers are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Their proportionate liability will be detailed on request.

NORTH AMERICAN RISKS

United States of America and Canada or any territory within its jurisdiction.

OFFSHORE

The time of embarkation by an employee onto a conveyance at the point of final departure to either an offshore rig or offshore platform until disembarkation by an employee from a conveyance onto land upon return from either an offshore rig or offshore platform.

PARTICIPANT

Any individual participating in activities provided by you.

PERIOD OF INSURANCE

The period of insurance stated in the policy schedule and any subsequent period for which premium payment is made by you and is accepted by the your insurers.

POLICY SCHEDULE

The most current policy schedule issued to you by your insurers.

POLLUTION means

Pollution or contamination by naturally occurring or man-made substances forces or organisms or any combination of them whether permanent or transitory and however occurring and,
All loss, destruction, damage or injury directly or indirectly caused by such pollution or contamination.

PRINCIPAL

Any public authority, government body, company, firm, organisation or person for whom you are undertaking a contract.

PRODUCTS

Any commodity or article (including containers labelling instructions or advice provided in connection therewith) manufactured, sold, supplied, repaired, serviced, tested, financed, constructed, installed or processed by or on behalf of you from or within the territorial limits in connection with the business.

PROPERTY

Material property.

TERRITORIAL LIMITS

Great Britain, Northern Ireland, the Isle of Man, the Channel Isles and its Continental Shelf around those countries and

For Employees: elsewhere in the world in respect of injury arising out of and in the course of employment by you in connection with the business sustained by a director, partner or employee normally employed within the territorial limits whilst temporarily working away.

For Third Parties: elsewhere in the world arising out of temporary business visits by employees

- who ordinarily reside within the territorial limits
- engaged in non-manual work or work which has been otherwise approved by your insurers and for which an additional premium may have been required

For Products: anywhere in the world excluding North America but North America is included provided express approval by your insurers has been given.

TERRORISM

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

3. SCOPE OF COVER

EMPLOYERS LIABILITY

INSURING CLAUSE

In the event of injury to any employee caused during the period of insurance and arising out of and in the course of their employment by you in connection with your business within the territorial limits your insurers will indemnify you against all sums that you shall become legally liable to pay including all damages, legal costs and expenses as compensation in respect of such injury.

LIMIT OF INDEMNITY

The liability of the your insurers to any claimant or number of claimants in respect of any one claim or series of claims arising out of one occurrence shall not exceed the amount specified in the policy schedule including all damages, legal costs and expenses for

- representation at a Coroner's inquest or inquiry in respect of any death
- defence in any court or summary jurisdiction of any proceedings in respect of any act or omission relating to any event which may be subject to indemnity

incurred with your insurers written consent.

ASBESTOS

The liability arising out of or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos, except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees, in which case a sub-limit of indemnity of £5,000,000 shall apply including all damages, legal costs and expenses payable in respect of any one claim arising out of any one event or all events of a series consequent on or attributable to one source or original cause. It is a condition precedent to the liability of the your insurers that you do not manufacture, mine, process, distribute, test, remediate, remove, store, dispose, sell or use asbestos or materials or products containing asbestos.

TERRORISM

The liability arising out of terrorism other than to the extent that an indemnity is deemed to be required in accordance with any law relating to compulsory insurance of employees, in which case a sub-limit of £5,000,000 shall apply, including all damages, legal costs and expenses payable in respect of any one claim or series of claims against you.

EXCLUSIONS

YOUR INSURERS will not be liable for

FINES AND PENALTIES

The cost of fines, penalties, punitive, exemplary, liquidated and multiple damages.

MECHANICALLY PROPELLED VEHICLES

The injury to any employee whilst

- carried in or upon
- entering or getting on to or alighting from

any mechanically propelled vehicle in circumstances where any road traffic legislation requires insurance or security.

OFFSHORE

Liability arising out of any work undertaken or visits offshore.

THIRD PARTY - PUBLIC AND PRODUCTS LIABILITY

INSURING CLAUSE

In the event of

- accidental injury to any person
- accidental physical loss to property obstruction trespass nuisance wrongful arrest or interference with any right of way light air or water

happening within the territorial limits during the period of insurance and arising in connection with the business, your insurers will indemnify you in respect of your legal liability for compensation .

LIMIT OF INDEMNITY

Your insurer's liability will not exceed the limit of indemnity stated in the policy schedule applicable to this section for any one claim or series of claims arising from one source or original cause. In addition your insurers will pay legal costs and expenses.

EXCLUSIONS

YOUR INSURERS will not be liable for

ASBESTOS

The liability arising from the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause to loss which may have contributed concurrently or in consequence of a loss.

CARE CUSTODY CONTROL

The physical loss whilst in the care custody or control of or owned by you a director partner proprietor or any employee other than

- Personal property of directors, partners, proprietors, employees or visitors
- Buildings including their contents temporarily occupied by you for the purposes of carrying out work therein or thereon unless more specifically provided for herein.

EMPLOYEES

Loss in respect of bodily injury sustained by an employee including marshalls provided by you to supervise off road driving activities which arises out of and in the course of their employment or engagement by you.

PROFESSIONAL ADVICE

Loss arising from professional advice given by you for a fee or in circumstances where a fee would normally be charged but this shall not apply to tuition or instruction given by teachers, leaders, instructors, supervisors or marshalls.

TOUR OPERATOR

Any liability whilst operating as Travel Agent or Tour Operator (defined in Package Travel Regulations 1992).

VEHICLES/CRAFT

The loss arising out of ownership possession or use of any

- mechanically propelled vehicle including anything attaching to it
 - i) used in circumstances where insurance or security is required by law
 - ii) where indemnity is provided by any other policy or security
- craft intended to travel through the air or space or other aero spatial device
- watercraft other than non-mechanically propelled watercraft or safety boats or other watercraft not exceeding 10 metres in length
- Hovercraft (other than personal hovercraft).

Unless arising from your normal business if agreed by your insurers.

PUBLIC LIABILITY ONLY

YOUR INSURERS will not be liable for

FOOD AND DRINK

The loss caused by any products after they have ceased to be in your care, custody or control other than food or drink supplied primarily for the use of employees or for entertainment purposes.

PRODUCTS LIABILITY ONLY

Your insurers will not be liable for

NORTH AMERICAN RISKS

The liability caused by or arising from any products known by you to be for use or integrated within any other products for use in or supply to the United States of America or Canada or any territory within their jurisdiction.

4. POLICY EXTENSIONS APPLICABLE TO ALL SECTIONS

COURT ATTENDANCE COMPENSATION

Your insurers will indemnify you for any compensation subject to a maximum of £250 per day in the event of you or any director, partner, proprietor or employee attending court as a witness at the request of the your insurers in connection with a claim which you are entitled to indemnity under this policy.

HEALTH AND SAFETY AT WORK AND CORPORATE MANSLAUGHTER DEFENCE COST

In the event of

- Any or alleged act, omission or incident leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work Act 1974 Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the United Kingdom or
- An incident which results in an enquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975

your insurers will provide indemnity in respect of legal costs and expenses incurred in representing you in such proceedings including appealing the results of such proceedings as long as the proceedings relate to any or alleged act, omission or incident which has been committed during the period of insurance within the United Kingdom and in the course of your business

Provided that

- Your insurers total liability in respect of legal costs and expenses shall not exceed £1,000,000 in the aggregate during one period of insurance
- Your insurers will only indemnify you where legal costs and expenses arise as a result of any matter which is the subject of indemnity under the policy
- Your insurers will only be liable for legal costs and expenses incurred in respect of legal representation appointed by them
- If there is any other insurance or indemnity in force covering the same legal costs and expenses your insurers liability shall be limited to a proportionate amount of the total legal costs and expenses but subject always to the limit of indemnity of £1,000,000

This indemnity shall not apply

- i) in respect of fines or penalties of any kind
- ii) to proceedings consequent upon any injury deliberately caused by you
- iii) to persons other than you or any of your directors, partners, proprietors or employees.

POLICY EXTENSIONS APPLICABLE TO PUBLIC AND PRODUCTS ONLY

YOUR INSURERS will indemnify BUSINESS TRAVEL

You and if you so request any of your directors, partners, proprietors or employees (including accompanying families) against legal liability whilst engaged in non manual visits in connection with the business.

CONSUMER PROTECTION ACT 1987 AND FOOD SAFETY ACT 1990 DEFENCE COSTS

You and also at your request any of your directors, partners, proprietors or employees for legal costs and expenses incurred

- in defending any prosecution for breach of duty
- with your insurers' consent in an appeal against a conviction resulting from prosecution under Part II of the Consumer Protection Act 1987 or Food Safety Act 1990 committed or alleged to have been committed during the period of insurance where circumstances may otherwise give rise to a claim under this section excluding legal costs and expenses in connection with any breach of duty arising from a deliberate or premeditated act, event or omission which any person claiming indemnity under this section knows or should have known would be likely to constitute an offence under the above Acts.

CONTINGENT GENERAL LIABILITY

You, where you have an agreement with a specific bona fide sub contractor forming part of the business, and in the event of any negligent act of the contractor which shall remain unsatisfied by the contractor and/or their insurances which is beyond your control, insurers will indemnify you if they are found to be held legally liable. No liability shall attach in respect of powered aircraft including hot air balloons other than for liability incurred by your participants as passengers in such craft.

CONTRACTUAL LIABILITY AND INDEMNITY TO PRINCIPAL

You, for such liability to the extent that any contract or agreement entered into by you or with any principal will

indemnify you against liability you may assume arising out of the performance by you of a contract or agreement

indemnify the principal in like manner to you in respect of liability of the principal arising out of your performance of such contract or agreement provided that

- i) The conduct and control of claims is vested with your insurers
- ii) The principal shall observe, fulfil and be subject to the terms conditions and endorsements of this insurance so far as they apply
- iii) The indemnity shall not apply to liability in respect of liquidated damages or under any penalty clause
- iv) The indemnity granted under the Employers Liability section shall only apply in respect of liability to any person who is your employee

Where any indemnity is provided to any principal insurers will treat each principal and you as though a separate insurance had been issued to each of you provided that nothing in this clause shall increase the liability of your insurers to pay any amount in respect of any one claim or during any one period of insurance in excess of the amount stated in the limit of indemnity.

CONTINGENT MOTOR LIABILITY

You for such legal liability arising out of the use of any motor vehicle not belonging to or provided by you, provided your insurers will not be liable

- to indemnify any party other than you
- for loss of or damage to such motor vehicle or property conveyed therein
- for injury or physical loss arising whilst such vehicle is being driven by you or a partner
- if indemnity is available under any other insurance or security
- for injury or physical loss occurring outside the territorial limits.

CROSS LIABILITIES

You and other insured parties. In this situation your insurers will provide indemnity to each party in the same manner and to the same extent as if a separate policy has been issued to each party provided that the total amount payable in respect of any one claim or series of claims arising from one source or original cause shall not exceed the limit of liability stated in the policy schedule.

DATA PROTECTION ACT 1984

You against your legal liability to pay

- compensation for damage or distress under the provisions of sections 22 and 23 of the Data Protection Act 1984 including legal defence costs and expenses incurred with your insurers written consent
- defence costs against prosecution brought under section 19 of the Act

Provided that

- the act or omission from which liability arises is committed during the period of insurance
- you are registered in accordance with the terms of the Data Protection Act 1984 or have applied for such registration and that registration has not been refused or withdrawn.
- your insurers will not be liable for
 - i) the cost of replacing, reinstating, rectifying or erasing any data
 - ii) the recording, processing or provision of data for reward
 - iii) the determining of the financial status of a person
 - iv) the deliberate act or omission by you from which liability could reasonably be expected to result having regard to the nature and circumstances of such act or omission
 - v) an agreement which would not have attached in the absence of such agreement.

DEFECTIVE PREMISES ACT 1972

You for such legal liability arising solely by reason of Section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with premises previously owned or leased for purposes pertaining to the business and since disposed of by you excluding liability for injury or physical loss happening prior to the disposal of the premises or to the disposed premises themselves.

LEASED HIRED OR RENTED PREMISES

You against all sums which become legally liable to pay as compensatory damages and claimants legal costs and expenses arising out of physical loss or physical damage to premises leased hired or rented to you or for which you are temporarily responsible for the purpose of the business occurring during the period of insurance excluding

- the first £500 of such physical loss caused otherwise than by fire or explosion
- liability assumed by you under a tenancy or other agreement which would not have attached in the absence of such agreement

provided that your insurers liability will not exceed the limit of indemnity as stated in the policy schedule.

LIBEL & SLANDER

You in respect of legal liability to pay compensation and claimants legal costs and expenses for claims made against you arising from any act of libel or slander committed or uttered in good faith by you in the course of the business provided always that

- the indemnity granted by this extension shall apply solely to your in-house and trade publications
- the liability of your insurer under this extension shall not exceed £250,000 in any one period of insurance.

PARTICIPANT TO PARTICIPANT LIABILITY

Any insured participant in like manner to you provided that

- Such participant is not entitled to indemnity under any other policy or policies
- Such participant shall observe, fulfil and be subject to the terms exceptions and conditions of this policy insofar as they may apply

- **Nothing contained in this clause shall be deemed to increase the limit of your insurers in respect of any one occurrence or series of occurrences as stated in this policy.**

PERSONAL LIABILITY

You and your family members where a private dwelling forms part of the premises under the Policy in respect of your family's domestic staff in accordance with this policy.

TENANTS NON NEGLIGENT THIRD PARTY PROPERTY DAMAGE

You in respect of premises including fixtures and fittings and property (including activity equipment) used leased or rented to you or for which you are temporarily responsible subject to a limit of £10,000 each and every occurrence and in all in respect of any one location, provided that the work is undertaken by you at the premises in connection with the Business but excluding the first £500 of any loss.

This extension shall not apply where legal liability arises from any agreement to maintain insurance in respect of damage to such premises as is in force elsewhere unless in respect of damage where

- i) The claim is presented to your principals and or the property owners with a request that payment is made under any other policy which may be in operation and that if no such policy shall be in force or if such request be refused confirmation be obtained in writing**
- ii) There is satisfactory evidence of damage being your responsibility and that the settlement shall be considered without legal liability or negligence proved.**

VEHICLES USED AS A TOOL OF TRADE

You for legal liability arising out of

- **the use in connection with your business of any mechanically propelled vehicle (or trailer attached) as a tool of trade**
- **the loading or unloading of or bringing of a load to or taking of a load from any vehicle machine or trailer**
- **excluding liability for which compulsory insurance or security is required under any legislation governing the use of the vehicle or for which indemnity is available under any other insurance.**

5. EXCLUSIONS APPLICABLE TO ALL POLICY SECTIONS

YOUR INSURERS will not indemnify you against

CONTRACTUAL AGREEMENT

Any liability which is assumed by you by agreement, (other than liability arising out of a condition of warranty of goods implied by law) unless such liability would have attached in the absence of such agreement.

FUNGUS

Loss in respect of or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens or any associated legal costs or expenses or any defence costs.

NUCLEAR

Any legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from

- **ionising radiation or contamination by radioactivity from any nuclear fuel nuclear waste or the combustion of nuclear fuel**
- **the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.**

POLLUTION

Liability arising out of pollution or contamination including the cost of removing nullifying or cleaning up such pollution or contamination other than caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the period of insurance

Provided that

- **All pollution and contamination which arises out of one occurrence will be deemed to have occurred at the time such occurrence takes place**
- **The liability of your insurers for all damages payable in respect of all pollution or contamination which is deemed to have occurred during the period of insurance will not exceed in the aggregate the limit of indemnity stated in the policy schedule.**

WAR & TERRORISM EXCLUSION

Any liability by whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of

- **War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, act of terrorism, or military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or Public or Local Authority, or any action taken in controlling, preventing, suppressing or in any way relating to any of the above**

Except in respect of Employers Liability to the extent that it is necessary to comply with the minimum requirements of the law in the UK and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of liability to employees.

6. CONDITIONS APPLICABLE TO ALL POLICY SECTIONS

These conditions are precedent to any liability of your insurers under this policy and if not observed by you then you may forfeit all rights to indemnity and benefits under this policy.

ADJUSTMENT

Where this policy is shown to be subject to a premium adjustment you will within one month of the expiry of the period of insurance forward to the your insurer such information as your insurer may require. Your insurer shall thereupon adjust such premium subject to any minimum premium and you will pay any additional premium required.

ALTERATION

You must give notice to your insurer as soon as reasonably practicable of any fact or event affecting the risks insured by this policy which is or might be material to your insurers.

ARBITRATION

If your insurers accept liability for a claim under this policy but there is a dispute in respect of the amount to be paid the dispute will be referred to an arbitrator appointed in accordance with the relevant law in force at the time. In these circumstances the arbitrator's award must be made before there is any right of action against your insurers.

ASSIGNMENT

Assignment of interest under this insurance shall not bind your insurer without your insurer's written consent.

CANCELLATION

Your insurers may at any time cancel this policy by giving seven days written notice of termination by recorded delivery letter to your last known address and in such event you will be entitled to the return of a proportionate part of the premium and tax for the unexpired period of insurance.

CLAIMS - INSURED'S ACTION

Whenever anything occurs, which might give rise to a claim under this policy, you will

- notify your insurers as soon as possible
- do and permit to be done all things reasonably practicable to minimise avoid or diminish the loss
- not admit liability to any party
- send to your insurers as soon as possible on receipt any letter claim writ summons or process relating to a claim, unacknowledged.

CLAIMS - YOUR INSURER'S RIGHTS

Your insurers having been advised of a claim or of an occurrence which might give rise to a claim under this policy will be entitled to

- undertake in your name the defence control or settlement of any claim and for its own benefit take proceedings in your name for the purpose of mitigating the loss or of enforcing any rights or remedies or of obtaining relief or indemnity from other parties whether prior to or after payment of any claim
- pay you in settlement of your liability under the Employers Liability and or Public and Products Liability sections and their extensions for all claims arising out of any one occurrence or series of occurrences attributable to one original clause either
 - i) the limit of indemnity or
 - ii) such other amount for which a claim may be settled

Your insurers will only provide indemnity for legal costs and expenses as referred to in the Public and Products Liability section incurred up to the date of such payment and any amount already paid will be deducted from this payment.

CLAIMS CO-OPERATION

You will provide all help and assistance and co-operation required by insurers in connection with any claim.

COMPLIANCE WITH TERMS

Your insurers' liability to make any payment under this policy is conditional on

- compliance with this policy's terms and conditions by you or any person claiming indemnity or benefit under this policy
- the truth accuracy and completeness of all information you supply to your insurers in connection with this insurance.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person or company who was not party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this condition does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

DISHONESTY/FRAUD

If any claim under this policy is in any respect dishonest or fraudulent or if any dishonest or fraudulent means or devices are used by you or any director or partner or anyone acting on your behalf to obtain any benefit under this policy or if any loss damage or destruction is occasioned by the wilful act or with you or any director or partner's connivance then all benefits under the policy are forfeited.

REASONABLE CARE

You, directors, partners, proprietors and employees will take all reasonable precautions to

- select and supervise staff
- prevent accidents injury or physical loss
- observe and fulfil the requirements of all statutory obligations and regulations
- maintain the premises plant and machinery in sound condition.

SEVERAL LIABILITY

The liability of your insurers is several and not joint and is limited solely to the extent of their individual proportions. Your insurers are not responsible for the subscription of any co-subscribing insurers or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

SUBROGATION

In the event of any claim under this policy you shall at the your insurers' request and expense take and permit to be taken all necessary steps for enforcing rights against any other party in your name before or after any payment is made by your insurers.

TAX

In addition to the premium you will pay to your insurers any tax due on the premium which your insurers are required to collect and which is incorporated in accordance with current legislation.



“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)

Policy No 14/OXY/SUNRI-3

Reference No OIMCC140048

- | | | |
|----|---|--|
| 1. | Name of policy holder. | Sunrise Bushcraft Ltd &/or Sunrise Academy Ltd |
| 2. | Date of commencement of insurance policy. | 1 April 2014 |
| 3. | Date of expiry of Insurance policy. | 31 March 2015 |

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 **(b)**; and
2. (a) the minimum amount of cover provided by this policy is no less than £5 million **(c)**.

Signed on behalf of Royal & Sun Alliance Insurance plc and other insurers as defined in the Policy (Authorised Insurers)

A P Brown

UK Chief Executive,

Royal & Sun Alliance Insurance plc

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.

THIS IS YOUR CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE.

A copy of the certificate must be displayed at all places where you employ persons covered by the policy. THE EMPLOYERS' LIABILITY (COMPULSORY INSURANCE) (AMENDMENT) REGULATIONS 2008 permits the display of this certificate in an electronic form, provided persons covered by this policy have reasonable access to it.

The employer is strongly encouraged to retain all records related to this insurance.

Name and address of issuing intermediary:

John Ansell & Partners Ltd, Lough Point, 2 Gladbeck Way Enfield EN2 7JA



HEALTH AND SAFETY FOR SMALL/MEDIUM SIZED BUSINESSES

How my insurer helps me manage my health and safety risk

Good health and safety standards help you to run your business successfully. Meeting the requirements of relevant regulation is a central factor in achieving this. Insurers recognise the wider benefits to society of encouraging businesses in following sensible, proportionate measures aimed at helping them to carry out their activities.

We are providing this information to help you take sensible steps to manage health and safety effectively.

Insurers will continue to settle legitimate claims. Insurers will also co-operate with businesses such as yours if you need to deal with the consequences of vexatious claims made against you.

Your insurer will always be willing to offer you guidance on what constitutes good practice in managing health and safety. This guidance should be aimed at improving the resilience of your business in dealing with civil law claims made against you, and will be proportionate to the level of risk involved.

Employers' liability vs public liability – what's the difference?

Insurers provide cover for businesses' legal liabilities by issuing:

- employers' liability policies – this covers employers for injury or disease to people they **employ**; and
- public liability policies – this covers businesses for injury, disease or damage to people they **do not employ**, for example visitors.

The law - the Health and Safety at Work etc. Act 1974

- This is the main law on health and safety and says that every employer is to ensure, so far as is reasonably practicable, the health and safety of employees and also persons not in their employment who may be affected by work activities.
- Your insurer expects you to take reasonable steps to comply with this requirement and other related regulations, using the guidance and tools provided by the Health and Safety Executive (or other competent organisations) to help with this aim. You can find more information at www.hse.gov.uk/index.htm.
- Your insurer will not refuse to pay a claim purely because of a breach of health and safety regulations.
- Your insurer will not withdraw cover midterm purely because of a breach of health and safety regulations.

Who is an employee?

There are various forms of employment. Often a working individual may not be engaged under a contract of employment. For this reason, insurers include, under an employers' liability policy, a definition of who is to be treated as an 'employee'. A typical definition would be:

- any person employed under a contract of service or apprenticeship;
- people on work experience schemes, for example, students;
- any person hired or borrowed from another employer including drivers or operators of hired in plant;
- labour only subcontractors; and
- home workers.

All these people are covered while working for and under your control in your business.

This document has been created as generic guidance for small and medium sized businesses and does not constitute legal advice. If you have any questions relating to health and safety management that this document does not address, you should discuss them with your broker or insurer.



HEALTH AND SAFETY FOR SMALL/MEDIUM SIZED BUSINESSES

Some common concerns

Documentation	<ul style="list-style-type: none">• Insurers do not generally need you to show any formal evidence that you are keeping to health and safety regulations nor do they ask to see health and safety documents as a condition of granting insurance cover.• <u>However</u>, although it is <u>not</u> a legal or insurance requirement to do so, good record keeping (for example, training records, written risk assessments etc.) may be useful if you need to defend a civil law claim.
Written risk assessments	<ul style="list-style-type: none">• If you employ fewer than five employees, there is no need for you to complete written risk assessments. <u>However</u>, although completing and recording risk assessments is <u>not</u> a legal or insurance requirement, it may help in defending any civil law claims made against you.
The role of health and safety consultants	<ul style="list-style-type: none">• You do not need to hire a health and safety consultant. The law says that you must have access to competent health and safety advice – often, this is available from your own staff.• If, however, the complexity or nature of your business indicates that you do need external support, your insurer will normally recommend that you use a health and safety consultant who is listed on the Occupational Safety and Health Consultants Register. You can get more information at www.oshcr.org.
Testing portable electrical appliances	<ul style="list-style-type: none">• There is no specific legal requirement for every portable electrical appliance to be tested each year and your insurer will not insist upon this when offering you insurance.• However, as you must maintain this equipment suitably to prevent danger, insurers recommend you follow the guidance published by the HSE, available at www.hse.gov.uk/electricity/index.htm.• For specific guidance, read 'Maintaining portable electric equipment in low risk environments', available at www.hse.gov.uk/pubns/indg236.pdf.

More help

Insurers approve the principles set out in the Association of British Insurers' Key Principles document: Health and Safety for Businesses and the Voluntary Sector. This is available at <http://www.abi.org.uk>.

You can also find more guidance on the HSE website available at www.hse.gov.uk.

This document has been created as generic guidance for small and medium sized businesses and does not constitute legal advice. If you have any questions relating to health and safety management that this document does not address, you should discuss them with your broker or insurer.