



Network Point, Range Road, Witney, Oxfordshire OX29 0YN  
Company Number OC311741  
Authorised and regulated by the Financial Services Authority  
Registration Number 430849

**Statement of Fact.**

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

<b>Insured :</b>	Paul Ponton
<b>Policy Number :</b>	PONTPA1/COM / B0573K006022011 / B0573K006012011
<b>Customer Reference :</b>	PONTPA1

I/we:

- i. Comply with the terms and conditions contained in the written quotation provided by Leisureinsure
- ii. Confirm that the Insured ( unless a Body Corporate) is over the age of 18 years.
- iii. 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.
- iv. 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.
- v. Confirm that no Insurer has imposed any special terms on any Policy of Insurance held by me / us 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 a motoring offence ( this statement does not apply to any conviction which is spent under the Rehabilitation of Offenders Act 1974).
- vi. 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 material facts. I understand that non-disclosure or misrepresentation of a material fact will entitle Underwriters to void this insurance. (A material fact is one likely to influence acceptance or assessment of this proposal by Underwriters. If you are in any doubt as to whether a fact is material or not you must disclose it in the space below)

**Data Protection Act 1998.** It is understood by the Insured and/or the Insured Persons that any information provided to Leisureinsure regarding the Insured and / or the Insured Person will be processed by Leisureinsure, 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**

Date of issue: 02 May 2011



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**Certificate of Insurance**

Policy number: PONTPA1/COM / B0573K006022011 / B0573K006012011  
Cover effective: Time: 00.00 Date: 18/04/11  
Cover expires: Time: 00.01 Date: 18/04/12

**The Insured**

Name: Paul Ponton  
Correspondence Address: The Old Vicarage South House NE45 5DR  
The Premises: N/A  
Occupation: Instructor of Outdoor & Leisure Pursuits as Specified Herein  
Territorial limits: United Kingdom

**The premium**

Total due: £1034.67  
(Including Insurance Premium Tax at 6%)

**Security**

Certain Underwriters at Lloyd's

**Cover 2 Portable equipment - Insured**

**Basis of Settlement:** Reinstatement

Description of Property:	Sums Insured £
Equipment as specified	1000.00

**Cover 9 Employers' liability - Insured**

Limit of Indemnity: £10,000,000 (£5,000,000 in respect of terrorism & asbestos)

**Cover 10 Public Liability - Insured**

**Limit of Indemnity:** £5,000,000  
Free Advice and / or Tuition extension: £500,000

**Description of activities indemnified:**

Aerobics, American Football, Athletics,  
Cricket, Basket Ball, Football, Floor Based  
Gymnastics, Hockey, Netball, Rounders,  
Non Contact Rugby, Soft Ball, Table Tennis,  
Volleyball, Street Surfing, Archery &  
Trampolining only



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**TERMS & CONDITIONS APPLICABLE:**

**LEISURE PURSUITS CLAUSE**

**Warranties**

It is a condition precedent to liability that;

- i. all activities including those on a subcontracted basis must be disclosed to insurers
- ii. any new activities including those provided on a sub contracted basis are referred to underwriters for prior approval
- iii. anyone who has consumed any alcohol &/or taken any drugs shall not be permitted to participate
- iv. 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
- v. all activities are supervised by trained & experienced instructors
- vi. all participants of any water activity wears buoyancy aids
- vii. canoeing / kayaking activities do not exceed BCU grade 2
- viii. all bicycles are checked for damage prior to hire
- ix. all participants using the bicycles wear helmets
- x. all participants of abseiling/climbing wear protective head gear & utilise safety ropes in all circumstances (not applicable to rock rotating climbing units)
- xi. 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
- xii. the insured shall only use bona fide subcontractors who have adequate Public Liability Insurance, which must include an "Indemnity to Principal" extension, with a limit of indemnity of no less than the insured's, & the insured shall obtain written proof of such
- xiii. all activities must be Risk Assessed and documentary evidence of such must be permanently kept by the Insured
- xiv. firearms be operated & stored in accordance with National Governing Body & legal requirements
- xv. the insured shall obtain a signed 'suitability to participate' form from all participants declaring their fitness, existing injuries &/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 insurers upon request.
- xvi. all participants must complete and sign a declaration to confirm that: a) they have been given a safety briefing / briefed on the risks involved; b) that they accept that these activities are dangerous and can result in death &/or injury; and c) that they accept the risks involved and are responsible for their own actions &/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 insurers upon request.
- xvii. all equipment must be operated in accordance with manufacturers' recommendations

**Exclusions;**

All cover excludes any liability/indemnity in respect of:

- i. abuse, whether sexual or mental, or allegations thereof
- ii. medical malpractice
- iii. liability arising out of &/or caused by one participant to another participant &/or one member to another member
- iv. any activities not specified on the Quotation or Schedule of insurance
- v. any liability in respect of pyrotechnics, explosives, fireworks &/or similar



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- vi. any losses resultant from the pursuit(s) of climbing &/or abseiling without the use of safety ropes (not applicable to rock rotating climbing units)
- vii. instruction/provision of any activity that the insured/their employee(s) are not qualified or suitably experienced to provide
- viii. injury, damage, sickness, death or disease to animals/livestock
- ix. any injury, sickness, death or disease consequent / caused by animals/livestock

**Excess(s) Applicable To Leisure Pursuits Operators:**

**Cover 2 "Portable Equipment (All Risks)"**

The first £250 of each & every loss

**Cover 10 "Public Liability"**

The first £500 of each and every loss including those in respect of bodily injury

A handwritten signature in black ink, appearing to be "Paul Smith", is written over a faint, illegible stamp or watermark.

Date of Issue : 02 May 2011

Signed: \_\_\_\_\_  
Authorised Signatory