



INFLATABLE AND PLAY EQUIPMENT INSURANCE POLICY

Effected with

Albion Insurance Company Ltd

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INFLATABLE AND PLAY EQUIPMENT INSURANCE POLICY

Introduction to the Leisure Insurance Policy

This insurance policy is placed with Albion Insurance Company Limited (Albion), a company incorporated in Barbados. Albion only provides insurance cover through UK insurance intermediaries who are authorised and regulated by the Financial Services Authority (FSA). Albion itself is subject to domestic insurance regulations in Barbados under the Office of the Supervisor of Insurance, and the service provided to **you** by your intermediary will be conducted in accordance with the FSA's rules and regulations. Both the Supervisor of Insurance in Barbados and the FSA in the UK are members of the International Association of Insurance Supervisors.

Your intermediary will be party to the Financial Services Compensation Scheme and the Financial Ombudsman Service. The Financial Services and Markets Act 2000 does not apply to this insurance contract and as such Albion itself is not party to their compensation scheme, however in the event of any financial failure by Albion these matters are to be directed to the Office of the Supervisor of Insurance in conjunction with the Corporate Affairs & Intellectual Property Office, who is guided by the provisions of the Insurance Act and the laws of Barbados. If **you** have any complaint with Albion that is not resolved through the complaints process it can be referred to the Office of the Supervisor of Insurance. Further details, if appropriate, will be provided during the complaint process.

About the Insurance Policy

You should read the terms and conditions detailed in this certificate including how to make a claim. Please read them carefully so that you know what cover is provided and what you should do if you need to make a claim.

If this insurance does not meet your needs, please write to tell us that you no longer require cover. You should do so within 15 days of cover starting. Please also return the policy schedule marked 'cancelled' and the certificate. Providing you have not made a claim we will return any premium you have paid in full and cancel the insurance.

This certificate and the schedule are important documents. Please keep them in a safe place where you can find them should you need to refer to them in the future.

Should you need to discuss any aspect of the cover then please call your intermediary.

If you have paid the premium shown in the schedule, we agree to insure you subject to the terms and conditions contained in or endorsed on this certificate, against loss or damage you sustain or legal liability you incur for accidents happening during the period shown in the schedule.

When providing this insurance we have relied on the information and statements which you have provided in the Proposal Form (or declaration) on the date shown on the schedule.

This insurance relates only to those sections of the certificate which are shown on the schedule as being included.

SUMMARY OF CONTENTS

	Page
Preamble	1
General Definitions	3
General Conditions	5
General Exclusions	8
Section 1(a): Public Liability	10
Section 1(b): Products' Liability	10
Section 1(c): Employers' Liability	11
Section 2: Property Damage	13
Section 3: Special Conditions	17
Section 4: Schedule	18

The Statement of Fact and Policy Wording herein shall be the basis of this contract and the Insured named in the Schedule having paid the premium or agreed to pay the premium **on the date** of inception of this contract the Company agrees to provide the Insurance described in each Section (if stated in the Schedule as being insured) subject to the terms and conditions and exclusions contained in this Policy and provided that the liability of the Company shall not exceed the relevant Limit(s) of Liability stated in the Schedule.

The Policy and Schedule and any specifications forming part of any Section shall be read together as one contract.

CANCELLATION CHARGES

This policy is a 12 month Contract of Insurance. The premiums charged herein are minimum and deposit. In the event of any mid-term adjustment reducing the cover, or cancellation of the policy before its natural expiry, no return premium will be allowed. Any mid-term additions to the schedule are charged at the full annual premium Unless agreed otherwise by The Company English law will apply to this Policy.

Any mid-term changes or amendments or substitutions to the schedule are charged at the full pro rata of the annual premium payable or £52.50 including Insurance Premium Tax, whichever is greater

DATE SIGNED



FOR AND ON BEHALF OF ALBION INSURANCE LIMITED
St James House
Second Street
Holetown
St James
Barbados BB24016

GENERAL DEFINITIONS

These definitions shall apply to all sections of this policy unless stated otherwise here and/or in the separate sections of the Policy.

For the purposes of this Certificate:

Building(s) – shall mean the fixed permanent structure(s) at the Premises including landlord's fixtures and fittings, foundations, yards, paths, roads, hoardings, walls, gates and fences around and pertaining to the Premises, telephone, gas, water and electricity meters, pipes, cables and the like, including such property for which the Insured are responsible but which is underground and/or in adjoining yards or roadways and which partly or wholly serves to supply the Premises

Business – shall mean the occupation of the Insured as stated in the Schedule and includes the ownership and maintenance of premises which are occupied by the Insured in the course of the business, the provision of canteen, social, sports and welfare organisations of the benefit of the Employees fire, first aid and ambulance services.

Company – shall mean Albion Insurance Company Ltd, St James House, Second Street, Holetown, St James Barbados BB24016

Deductible – shall mean the first part of each and every loss which the Insured must bear after the application of the condition of Average,

Employee(s) -

- (a) any person who has entered into or works under a contract of service or apprenticeship with the Insured;
- (b) any labour-master and/or person supplied by him;
- (c) any person employed by a labour-only sub-contractor;
- (d) any self-employed person;
- (e) any person who is hired to or borrowed by the Insured;
- (f) any driver or operator of plant hired to the Insured;
- (g) any person who is engaged under a work experience or youth training scheme, while engaged in working for the Insured in connection with the Business specified in the Schedule.

Inflatables – shall mean Bouncy Castles and other Leisure and / or play equipment.

Insured – shall mean the firm, company or individual named in the Schedule.

Injury – shall mean bodily injury and includes death, illness and disease, excluding all allegations of defamation and excluding Injury to Feelings.

Machinery, Plant and Contents other than Stock – shall mean the machinery, plant and all other contents, including tenant's improvements, alterations and decorations, within the Buildings all belonging to the Insured or held by the Insured in trust for which they are responsible but excluding -

- a) Landlord's fixtures and fittings
- b) Stock
- c) Money as defined below
- d) Gaming, Amusement and Entertainment Equipment

Money – shall mean current coin, bank and currency notes, cheques, travelers cheques, national giro payment orders, postal and money orders, current unused postage stamps, national savings stamps and certificates, premium bonds, luncheon vouchers, credit card and debit card vouchers, unused franking machine units, trading stamps, gift tokens, customer redemption vouchers, holiday with pay stamps, bankers' drafts, promissory notes, bonds, securities, bills of exchange, dividend warrants, V.A.T. purchase invoices, travel tickets, letters of credit, or other negotiable instruments.

Offshore – shall mean from the time of embarkation by an Employee on to a conveyance at the point of departure to an offshore rig or offshore platform until disembarkation by the Employee from a conveyance onto land upon return from an offshore rig or offshore platform.

Period of Insurance – shall mean the period specified in the Schedule and/or any other period agreed by the Company.

Policy - shall mean and include:

- (a) All information provided to the Company as part of a proposal for issue/renewal or amendment of the

insurance as set out in this document;

- (b) All terms, provisions, exclusions, conditions, sums insured, and limits of indemnity as set out in this document;
- (c) The schedule, notices and other documents as they arise;
- (d) All endorsements issued and incorporated in this document.

Pollutants – shall mean any (solid, liquid, gaseous or thermal) irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste.

Premises – shall mean the Building(s) referred to in the schedule and its/their environs occupied by the Insured in connection with the Business excluding any building(s) or part of any building(s) that cannot be locked.

Property Insured - as listed in the schedule including:- (unless items are shown in the Schedule as Not Insured):-

Proposal – shall mean any signed proposal form or declaration and/or any information in connection with this insurance supplied by or on behalf of the Insured in addition thereto or in substitution therefore whether at the time of acceptance or prior or subsequent thereto.

Territorial Limits - shall mean Great Britain, Northern Ireland, the Isle of Man and the **(NOT section 1)** Channel Islands.

Unless specifically agreed by the Company the Buildings must be built of brick, stone or concrete and roofed with slate, tile or concrete.

Waste – shall mean includes but is not limited to materials to be recycled, reconditioned or reclaimed.

**GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS
(UNLESS STATED OTHERWISE)**

Schedule incorporation - The Schedule (which shall include any subsequent Renewal Schedule) and the Sections shall be deemed to be incorporated in and form part of this Certificate and the expression "this Certificate" wherever used in this Contract shall be read as including the said Schedule and Sections.

Limits of Liability - The Limit(s) of Liability shall not be increased by any extension, endorsement or amendment to this Certificate unless the increase is specified in the extension, endorsement or amendment.

Compliance with Conditions - The due observance and fulfilment of the terms and conditions of this Certificate and of any endorsements hereto so far as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Company to make any payment under this Certificate.

Misrepresentation - In the event of the Company being entitled at any time to avoid this Policy by reason of any non-disclosure and/or misrepresentation by the Insured in the Proposal for this Insurance the Company may at its election give notice to the Insured that they regard this Policy as being in full force and effect, save that there shall be excluded from the Indemnity afforded under the Policy any claim which has or may arise and which is in any way related to the information which should have been disclosed and/or the matters misrepresented to the Company. The Policy shall then continue in full force and effect but shall be deemed to exclude the particular claim or possible claim referred to in the notice, as if this exclusion had been specifically endorsed on the Policy

Alteration - This Certificate shall be avoided if there is any alteration:-

- (a) in the Business or in the Premises or property therein or in any other circumstances whereby the risk of loss, destruction, or
- (b) damage s materially increased; or
- (c) whereby the Insured's interest ceases except by will or operation of law; or
- (d) whereby the Business is wound up or carried on by a liquidator, administrator or receiver or permanently discontinued;

unless such alteration is agreed to in writing by the Company.

Precautions - The Insured shall take all reasonable precautions:-

- (a) for the safety of the Property Insured;
- (b) in checking the credentials of the employees it engages;
- (c) compliance with all regulatory and other obligations imposed by authority; and
- (d) all reasonable steps to prevent any occurrence which may give rise to a claim under this Policy

Claims Procedure - On the happening of any occurrence that has given rise to or which could give rise to a claim under this Certificate the Insured shall -

- a) Report it immediately by telephone or email and in writing to your intermediary immediately, **but not later than 14 days;**
- b) report it to the police immediately in the case of loss, destruction or damage by malicious persons, theft or loss of any property (including money);
- c) supply to the Company (at the Insured's own expense) all such detailed particulars, proofs, books of account, other business books, documents and other evidence as may be reasonably required by the Company, including details of any other relevant insurance, within:
 - (i) 7 days of the occurrence in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons;
 - (ii) 30 days of the occurrence in the case of any other claim.

The Company in its absolute discretion may at the insured s request allow further time for compliance with this provision.

- d) take immediate action to minimise the DAMAGE, injury, illness or disease and avoid interruption or interference with the Business and to prevent further loss, destruction, DAMAGE, injury, illness or disease. This should include but not be limited to:
 - (i) the hiring of suitable Employees;
 - (ii) supervision of Employees;
 - (iii) compliance with all regulatory and other obligations imposed by any authority;
 - (iv) change of occupancy.
- (e) if demanded, deliver to the Company (at the Insured's own expense) a statutory declaration of the truth of the claim and of any matters connected with it. The Company shall be entitled:-
 - (i) to prosecute in the name of the Insured but for the Company's benefit any claim for compensation or indemnity and any claimant under this Certificate shall at the request and expense of the Company take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the Insured before or after any payment is made by the Company.
 - (ii) on the happening of any loss, destruction or damage to the Property Insured, without incurring any liability, to enter any building where the loss, destruction or damage has happened and to take and keep possession of the Property Insured and to deal with such property and with the salvage in a reasonable manner and this Certificate shall be proof of leave and licence for such purpose. No property may be abandoned to the Company whether taken possession of by the Company or not. No sum payable to the Insured under this Certificate shall carry interest.

Reinstatement - If any property is to be reinstated or replaced by the Company the Insured shall at their own expense provide all such plans, documents, books and information as may be reasonably required. The Company shall not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the limit of liability thereon.

Fraud - If a claim is fraudulent in any respect or if fraudulent means are used by the Insured or by anyone acting on behalf of the Insured to obtain any benefit under this Certificate or if any loss or destruction of or damage to the Property Insured or to property used by the Insured for the purpose of the Business is caused by the wilful act or with the connivance of the Insured all benefit under this Certificate shall be forfeited.

Section 1(a) & 1(b) ONLY - If the liability which is the subject matter of a claim under section 1 of this Policy is insured under any other insurance, the Company shall not be liable under this Policy, except in respect of any excess beyond the maximum amount which would be payable under such other insurance had this Policy not been effected.

Arbitration - If any dispute arises as to the amounts to be paid under this Policy (liability having been admitted) the dispute will be referred to an arbitrator appointed by the parties or in default of agreement between the parties by the President of the Chartered Institute of Arbitrators.

Premium Adjustment - If the premium under any Section of this Certificate has been calculated (wholly or in part) upon estimates furnished by the Insured, the Insured shall keep proper records containing all particulars relative thereto, and the Company shall be allowed to inspect such records at all reasonable times. The Insured shall within one month from the expiry of each Period of Insurance supply to the Company such particulars as the Company may require, whereupon the premium for such Period shall be adjusted and the difference paid by or allowed to the Insured as the case may be. If the Company has agreed at commencement of a Period of Insurance to waive the adjustment of premium for any Section which would otherwise be due to be carried out upon expiry of such Period of Insurance, then:-

- a) at each renewal, the Insured shall supply up to date declarations in accordance with the Company's requirements;
- b) in the event of non-renewal of the Certificate, the Company may require the premium to be adjusted in accordance with the second paragraph of this Condition.

Cancellation - This Policy may be cancelled by the Company by sending to the Insured at their last known address by registered post written notice stating that cancellation shall be effective within seven days. The posting of notice as aforesaid shall be sufficient proof of cancellation. In such event, the premium for the current Period of Insurance up to the effective date of cancellation shall be adjusted in accordance with the applicable Condition of this Certificate, or in the case of non-adjustable premium the Company shall make a pro-rata return to the Insured provided that no claim has been made within the current period of insurance. If the Insured has undertaken to pay the first or any renewal premium of this Certificate by direct debit instalments and a previously unpaid direct debit is again not paid within 21 days of request for payment the Certificate will be cancelled with effect from the original date on which such direct debit instalment was due to be paid.

Subrogation - Any claimant under this Certificate shall at the request and expense of the Company provide such information and co-operation as the Company may require and shall take and permit to be taken all necessary steps for the enforcing of rights against any other party in the name of the Insured before or after any payment is made by the Company.

Jurisdiction and Disputes Clause - Any dispute between the Company and the Insured (or anyone claiming benefit under this Policy) concerning this Policy, its validity or the interpretation of the terms, conditions, limitations and/or exclusions contained will be decided in accordance with the law of England and Wales, and the courts of England and Wales will have exclusive jurisdiction.

Deductible clause - The Insured will bear the amount of any Deductible stated in this Policy and any amount or amounts will be payable by the Insured before the Company will be liable to make any payment.

Discharge of Liability - The Company may at any time pay to the Insured the amount of the Limit of Indemnity (after deduction of any sums already paid as damages) or any lesser amount for which any claim may be settled and on payment the Company will relinquish conduct and control of the claims except for recoverable expenses of litigation. The Company will be under no further liability in connection with these claims except for other costs and expenses incurred with its written consent in respect of matters prior to the date of such payment.

GENERAL EXCLUSIONS

This Certificate does not cover:

1. WAR - Any liability, loss, destruction, damage, consequential loss or injury directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority.

2. RADIOACTIVE CONTAMINATION - Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from:-

- (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

3. TERRORISM - Cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss For the purpose of this clause an act of Terrorism means 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 organisation(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. This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by or resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism. biological or chemical contamination due to any act of Terrorism in Northern Ireland, civil commotion.

For the purpose of the General Exclusion contamination means contamination, poisoning, or prevention and / or limitation of use of objects due to the effects of biological or chemical substances.

Conditions:

- (i) If the Company allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured;
- (ii) In the event any portion of this clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect;
- (iii) At any time during the Period of Insurance the Company may amend the terms of this clause in accordance with any market change to the exclusion of Terrorism.

4. DATE RECOGNITION CLAUSE - This Policy does not cover any liability, loss, destruction, damage, cost, claim, expense or consequential loss of whatsoever nature directly or indirectly caused by, consisting of arising from or relating to:

- (A) Any actual or alleged failure or inability of any Computer Equipment whether or not owned by or in the possession of the Insured:
 - 1) to correctly recognise or to correctly process (including but not limited to capture save retain calculate compare interpret record retrieve sequence read store manipulate write to media determine distinguish convert transfer or execute) Date/Time Material; or
 - 2) to correctly recognise or to correctly process (including but not limited to capture save retain calculate compare interpret record retrieve sequence read store manipulate write to media determine distinguish convert transfer or execute) any data or information as a result of the treatment of any Date/Time Material by such equipment or by any command or instruction which is or has been programmed or in any other manner entered into it.
- (B) Any actual or alleged failure to provide or inadequacy of any services whether provided by the Insured or any other person or persons due to any actual or alleged failure or inability described at paragraph (A) above.
- (C) Any advice consultation design evaluation inspection installation maintenance alteration repair replacement or supervision provided or done by the Insured or for or on behalf of the Insured to determine rectify or test for any potential or actual problem described at paragraph (A) above.
 - (c) computer operating systems or related software;
 - (d) computer networks;
 - (e) microprocessors (computer chips) not part of any computer system;

- (f) any other computerised or electronic equipment;
 - (g) any other equipment which directly or indirectly contains uses or relies upon in any manner any of the items listed at (a) to (f) above.
- (2) Date/Time Material means dates times or data or information or command or instruction that in any manner depends upon is contingent upon is derived from or incorporates any date or time irrespective of the manner by which it is stored recorded or entered.

SECTION 1(a): PUBLIC LIABILITY

The Company will indemnify the Insured against their liability to pay compensation including claimant's costs and expenses in respect of:

- (a) Accidental injury to any person; **other than an employee, partner, or director of the insured.**
- (b) Accidental loss of or damage to Property;
- (c) Interference with or loss of enjoyment of Property as a result of obstruction trespass or nuisance occurring within the Territorial Limits in connection with the Business during the Policy Period;
- (d) Liability for or consequent upon –
 - (i) injury or damage to Property directly or indirectly arising out of the discharge dispersal release or escape of Pollutants;
 - (ii) the cost of removing nullifying or cleaning up Pollutants which arises, from a sudden identifiable unintended and unexpected happening, which takes place in its entirety at a specific time and place, during the Policy Period and occurs within Great Britain, Northern Ireland, the Isle of Man, and the Channel Islands in connection with the Business during the Policy Period.

Provided that-

- (i) all discharges, dispersals, release or escape of Pollutants arising from one incident, will be deemed, for the purposes of this Policy, to have occurred at the time the incident took place.
- (ii) the liability of the Company for all damages payable in respect of all discharges, dispersals, release or escape of Pollutants which is deemed to have occurred during the Policy Period will not exceed the Limit of Indemnity, stated in the Schedule in the aggregate.
- (iii) this Clause will not extend this Policy to cover any liability which would not have been covered under this Policy had this Clause not been attached.

Nothing contained in the above will be deemed to increase the Limit of Indemnity beyond the amount stated in the Schedule.

DEFINITIONS (Applicable to Sections 1(a) & 1(b) only)

Damage - shall mean physical loss or damage to Property

Limit of Indemnity- shall mean the limit (inclusive of costs and expenses) applicable to this section of the Policy as stated in the Schedule and is the maximum amount payable by the Company in respect of any one claim and/or series of claims arising from the same incident.

Property - shall mean property which is both physical and tangible **other than property "INSURED"**

Territorial Limits - shall mean:

- (a) Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
- (b) Elsewhere in the world where directors, partners or Employees of the Insured are normally resident.
- (c) provided that the Insured would be liable under the law of England or Wales **unless otherwise agreed in writing by the Company.**

SECTION 1(b) PRODUCTS' LIABILITY

The Company will indemnify the Insured against liability at law for damages in respect of Injury or Damage occurring anywhere in the world during the Policy Period and caused by any goods (including containers thereof) sold supplied repaired services tested altered installed processed or delivered by or through the Insured in connection with the business from or in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Provided that:

1. the Company shall not be liable to indemnify the insured in respect of –
 - a) (i) the cost of making good repairing or replacing any goods or parts thereof;
 - (ii) damage to any goods or parts thereof caused by any defect herein or the unsuitability thereof to fulfill its intended purposes;

(iii) the costs of recall or removal of any goods or parts thereof necessitated by any defect therein or the unsuitability thereof to fulfill its intended purposes

liability assumed or retained by the Insured by a contract or agreement implied by law or would have attached in the absence of the contract or agreement.

b) Injury or Damage caused by or arising from –

(i) the design formula or specification of any goods or parts thereof in the advice or information provided by or on behalf of the Insured on the nature or use of such goods or parts thereof;

(ii) any goods known by the Insured to be for –

(a) use in or on aircraft hovercraft or waterborne craft or for aviation purposes

(b) use in or supply to the United States of America or Canada

c) any action for damages which is brought in a Court of Law in any country outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in which the Insured occupies premises or is represented by a resident Employee or firm or person holding the Insured's Power of Attorney

2. The liability of the Company under this Extension for damages payable shall not exceed the Limit of Indemnity stated in the Schedule in any one Period of insurance.

For the purposes of this Extension Exclusion (a) (Contractual Liability) shall not apply.

SECTION 1(c) EMPLOYERS' LIABILITY

It is hereby noted and agreed that this policy does not provide Indemnity to any Employee(s) as per the definition contained in the section 'General Definitions' herein.

EXTENSIONS TO SECTION 1(a) & 1(b)

Unless stated the following Extensions are subject to the Terms and Conditions and Exceptions of this Policy:

1. **Leased and Rented Premises** - Exclusion 4 of this section will not apply to Damage to premises leased or rented to the Insured Provided that the Company will not be liable in respect of -

(a) liability which attaches by virtue of a contract or agreement but which would not have attached in the absence of that contract or agreement;

(b) the first £250 of Damage caused otherwise than by fire or explosion.

2. **Extended Indemnity** - The Company will also indemnify subject to the terms and conditions of this Policy

(a) **Personal Representatives** - in the event of the death of any individual entitled to an indemnity under this Policy in respect of any liability incurred, the Personal Representatives of any such person who themselves claim indemnity under this Policy

(b) **Indemnity to Principal** - if the Insured enters into a contract or agreement for the performance of work, the Company will indemnify the principal in the same manner as the Insured in respect of the principal's liability, arising from the performance of the work by the Insured.

(c) **Cross Liabilities** - the Company will indemnify each Insured to whom this Policy applies in the same manner and to the same extent as if a separate contract of insurance had been issued to each provided that the total amount of damages payable will not exceed the Limit of Indemnity regardless of the number of persons claiming to be indemnified.

(d) **Costs and Expenses** - the Company will pay all other costs and expenses incurred with its written consent in diminution of the Limit of Indemnity.

(e) **Indemnity to Other Persons** - if so requested by the Insured:

- any director, partner or Employee of the Insured in respect of liability for which the Insured would have been entitled to indemnity under this Policy if the claim for which indemnity is being sought had been made against the Insured;

- any officer or member of the Insured's social sports and welfare organizations fire, first aid and ambulance services while acting in their respective capacities.

3. **Advice** - The Company will indemnify the Insured in respect of Injury or Damage caused by or arising from any tuition

instruction or advice given by a fully qualified Employee provided said Employee is under the direct supervision of a fully qualified Employee.

EXCLUSIONS (Applicable to Sections 1(a) & 1(b))

The Company will not indemnify the Insured under this section against:

Employer's Liability – Liability for a claim and/or prosecution against the Insured under the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or any subsequent legislation or amendments thereto.

Motor Third Party Liability – Liability for a claim and/or prosecution against the Insured under the Road Traffic Act 1988 in the United Kingdom and Northern Ireland or any subsequent legislation or amendments thereto.

Contractual Liability - Liability which attaches by virtue of a contract or agreement but, which would not have attached in the absence of a contract or agreement.

1. **Fines, Liquidated Damages, Penalties** - Fines or liquidated damages or amounts under any penalty clause.
2. **Employees** - Liability to any Employee in respect of Injury arising out of and in the course of his employment by the Insured or to any other person indemnified under Section 9 of this Policy.
3. **Custody or Control** - Damage to –
 - (i) Property belonging to the Insured or in the custody or under the control of the Insured or of any Employee (other than personal property belonging to visitors, directors, partners of the Insured)
 - (ii) that part of any Property on which the Insured or any Employee or agent of the Insured is or has been working where the damage results from such work
5. **Crafts and Vehicles** - Liability arising out of the ownership possession or use by or on behalf of the Insured or caused by any craft designed to travel in or through air, space or water or any mechanically propelled vehicles (for which no specific indemnity is provided by extension).
6. **Advice, Professional Services** - Liability caused by or arising from:
 - (i) advice, design or specification given by or on behalf of the Insured for a fee;
 - (ii) professional services rendered by or on behalf of the Insured.
7. **Products** - Liability caused by or arising from goods sold or supplied repaired serviced tested altered installed **PROCESSED OR** delivered by or through the Insured other than:
 - (i) goods in the possession of the Insured or his Employees;
 - (ii) food or drink sold or supplied;
 - (iii) equipment hired out by the insured or his employee.

Items 6 and 7 are not applicable in respect of Section 1(b)

8. **War** - Any consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, or military or usurped power.
9. **Radio Activity** - any liability of whatsoever nature directly or indirectly caused or contributed to by or arising from:
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
10. **Punitive or Exemplary Damages** - Liability for any award of punitive or Exemplary damages whether as fines, penalties, multiplication of compensatory awards of damages or in any other form whatsoever
11. **USA/Canada** - Any liability to pay compensation arising out of a decision of any court made in accordance with the laws of the United States of America or Canada.

12. Offshore - Liability arising Offshore.

13. Gradual Environmental Impairment - Any liability for or consequent upon:

- (i) Injury or Damage to Property, directly or indirectly arising out of the gradual discharge dispersal release or escape of Pollutants;
- (ii) the cost of removing nullifying or cleaning up Pollutants which have been gradually discharged dispersed released or escaped
- (iii) fines penalties or exemplary damages arising directly or indirectly out of the gradual discharge dispersal release or escape of Pollutants occurring anywhere in the world.

15. Sexual Abuse - Any allegations of rape or sexual abuse of any nature whether proven or otherwise.

16. Terrorism - Liability for all actual or alleged losses, liabilities, damages, injuries, defence costs or expense(s) directly or indirectly arising out of; contributed by, caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence of the loss:

- (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power, confiscation by order of any public authority or government du jure or de facto, martial law;
- (b) riots, strikes or civil commotion; or
- (c) any act of terrorism

For purposes of this exclusion, an act of terrorism means an activity that –

- (i) involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible property or infrastructure, or a threat thereof; and
- (ii) appears to be intended to:
 - (I) intimidate or coerce a civilian population, or
 - (II) disrupt any segment of the economy of a government de jure or de facto, state, or country, or
 - (III) overthrow, influence, or affect the conduct or policy of any government de jure or de facto by intimidation or coercion; or
 - (IV) affect the conduct or policy of any government de jure or de facto by mass destruction, assassination, kidnapping or hostage-taking.

This exclusion also excludes from coverage all actual or alleged losses, liabilities, damages, injuries, defence costs, costs or expenses directly or indirectly arising out of, contributed by, caused by, resulting from, or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or respond to (a), (b) and or (c) above.

If the Company allege that by reason of this exclusion any actual or alleged losses, liabilities, damages, injuries, defence costs, costs or expenses is not covered by this policy the burden of proving the contrary shall be upon the Insured In the event of any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

17. Hazardous materials - liability directly or indirectly arising from or caused by:-

- (a) the supply of, use of or work with materials and products containing asbestos or polychlorinatedbyphenols, or
- (b) magnetic electric or electromagnetic fields or radiation.

18. E-Commerce – liability:-

- (a) arising from loss, alteration or impairment of, or damage to, information and / or data in electronic form;
- (b) arising from malicious acts of any person carried out by electronic means;
- (c) for defamation or harassment carried out by electronic means but this exclusion shall not apply in respect of liability for any ensuing accidental Bodily Injury (save for mental injury or mental disease) or accidental Damage which is not otherwise excluded.

19. Deductible - the first amount of each and every loss including those in respect of bodily injury as specified in the schedule hereto.

20. Toxic Mould - Injury or damage, caused by or arising out of, alleging or attributable to the existence of mould,

fungus/fungi, spore(s), mildew(s), mushroom(s), yeast(s), or biocontaminant(s) or any by-product therefrom.

22. SPECIAL CONDITION (Applicable to both Sections 1 only)

Limit of Indemnity - the liability of the Company for all damages in respect of any one claim or series of claims arising from one occurrence shall not exceed the Limit of Indemnity as specified in the Schedule.

Claims Conditions - in the event of a claim or an occurrence likely to give rise to a claim under this Section -

1. The Insured and/or person claiming to be indemnified must:
 - (a) Notify your intermediary within 14 days giving full particulars of all occurrences detailing if a formal claim has been intimated;
 - (b) Notify in writing immediately once the Insured has knowledge of any impending prosecution inquest or fatal accident inquiry in connection with any occurrence for which there may be liability under this Policy;
 - (c) Forward immediately on receipt every letter, claim, writ, summons or process;
 - (d) Give all information, documented records and assistance as the Company may require, to comply with litigation procedures and disclosure of documents.
2. The Company will be entitled to have the sole conduct and control of all claims and legal proceedings.
3. The Insured and or person claiming to be indemnified under the Policy will not negotiate, admit liability or make promise or payment in respect of any claim or occurrence without the written consent of the Company.
4. The Company will be entitled to prosecute in the name of the Insured and /or person claiming to be indemnified but for the Company s benefit any claim for damages or indemnity.

SECTION 2 - PROPERTY DAMAGE

IN THE EVENT OF any of the Property Insured referred to below being lost, destroyed or damaged directly caused by the perils specified herein the Company will pay to the Insured the value of the Property Insured at the time of its loss or destruction or the amount of the damage or at the option of the Company reinstate or replace such Property or any part of it.

PROVIDED THAT the liability of the Company under this Section (including extensions hereto) during any one Period of Insurance shall not exceed the appropriate Limit of Liability stated in the Schedule (or such other Limit of Liability as may hereafter be agreed to in writing by the Company) at the time of the loss, destruction or damage.

IT IS AGREED THAT in consideration of the Limit(s) of Liability not being reduced by the amount of any claim or claims arising from any one event the Insured shall pay the appropriate extra premium on the amount of such claim or claims from the date thereof to the date of the expiry of the Period of Insurance.

BASIS OF SETTLEMENT (Bouncy Castles and other Inflatable devices)

Where the Insured equipment is not more than 1 year old claims will be settled on the basis of the full cost of replacement of the equipment with that of similar specification without deduction for wear tear and depreciation. In respect of equipment which is more than one year old, claims will be settled on the basis of the market value at the time of the loss, taking into account wear tear and depreciation.

BASIS OF SETTLEMENT (Property excluding Bouncy Castles and other Inflatable devices)

Claims will be settled on the basis of the indemnity at the time of the loss or damage taking into account wear and tear and depreciation **unless** the **New for Old** cover has been taken and the Sum Insured stated in the detailed Schedule lodged with and accepted by the Company represents the full replacement value of all the Property in which case claims will be settled on the basis of the full cost of replacement of Property of the same or similar specification without deduction for wear and tear and depreciation; provided that the Company may at its option indemnify the Insured by payment of the amount of the loss or damage or by repair reinstatement or replacement of the equipment.

PERILS INSURED AS SPECIFIED IN THE SCHEDULE TO THIS POLICY

1. (a) **FIRE** and/or **LIGHTNING**
(b) **FIRE** consequent upon Explosion wherever the explosion occurs.
2. **EXPLOSION - EXCLUDING** loss or damage by explosion (other than loss or damage by fire resulting from explosion) caused by the bursting of a boiler (not being a boiler for domestic purposes only) economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to our under the control of the Assured.
3. **AIRCRAFT** and other aerial devices or articles dropped therefrom.
4. **EARTHQUAKE**
5. (a) **STORM** or **TEMPEST**
(b) **FLOOD**
(c) **C. BURSTING** or **OVERFLOWING** or **LEAKAGE** of water pipes, water tanks or water apparatus excluding any sprinkler installation or boilers other than domestic boilers.

EXCLUDING (in respect of 5 (a), (b) and (c):

- a) loss or damage:
 - (i) as a result of repairs to or removal or extension of water pipes, mains tanks or apparatus;
 - (ii) by bursting or over flowing or leakage occurring whilst the Premises are vacant or unoccupied but this exclusion shall not apply whilst the Premises are closed for holidays and weekends;
 - (iii) to property in the open;
 - (iv) to gates, fences, glass, drains, sewers or water courses unless damaged by the fall or brickwork or masonry caused by an insured peril.
- b) loss or damage whether caused directly or indirectly
 - (i) by subsidence or landslip;
 - (ii) by fire, lightning or explosion.

6. **ANY PERSON taking part in a RIOT, STRIKE, LABOUR DISTURBANCE, CIVIL COMMOTION or ANY PERSON OF MALICIOUS INTENT EXCLUDING:**
- a) loss or damage whether caused directly by:
 - (i) fire;
 - (ii) theft or attempted theft;
 - (iii) total or partial cessation or interruption or retarding of work or of any commercial or industrial process or operation.
7. **IMPACT** by any vehicle, horse or cattle.
8. **THEFT or ATTEMPTED THEFT** following:
- a) entry to or exit from the Premises by forcible and violent means;
 - b) assault, violence or threat thereof to the Insured s Employees or people to whom the Insured s property is entrusted;
 - c) theft from motor vehicles or trailers involving entry to the vehicle or trailer by forcible or violent means **providing** all doors windows and other points of access have been closed and locked and any security devices correctly set to operate and all keys removed from the building vehicle or trailer;
 - d) theft by hirer of equipment let out on hire **providing** the Assured has obtained two recent forms of identity from the hirer.
9. **ACCIDENTAL DAMAGE – EXCLUDING:-**
- a) Damage occasioned by or attributable to Perils 1 to 8 above.

CONDITIONS –

1. In the event of a claim in respect of a pair or set of articles the Company shall only be liable in respect of the value of that part of the pair or set which is stolen lost or damaged;
2. Notice of any loss or damage to insured equipment in transit must be given immediately to the carrier and a written report must be obtained in support of the claim.
3. Kitchen Duct Warranty –
It is warranted that:
 - (a) all frying and cooking equipment including flues and exhaust ducting will be securely fixed and free from contact with combustible materials;
 - (b) all flues, exhaust ducting, grease traps and filters are cleaned at least once a month;
 - (c) an Annual Maintenance Contract to clean all equipment is in force and implemented.
4. It is warranted that all waste and refuse is swept up and removed from the immediate vicinity of the site or venue where the Insured is carrying out his Business and properly disposed of on a daily basis.
5. European Community and Public Authorities.

Subject to the following special conditions, cover in respect of this Section extends to include such additional cost of reinstatement solely by reason of the necessity to comply with the stipulations of:

- (a) European Community Legislation and/or;
- (b) Building or other Regulations or any Act of Parliament or Bye-Laws of any Public Authority (these are referred to as "the Stipulations") in respect of the Damage to Property Insured excluding:
 - (1) the cost incurred in complying with the Stipulations:
 - (i) in respect of Damage occurring prior to the granting of this extension;
 - (ii) in respect of Damage not covered by the Policy;
 - (iii) under which notice has been served on the Insured prior to the damage for which there is an existing requirement which has to be implemented within a given period

- (iv) in respect of undamaged Property or undamaged parts of Property other than foundations (unless specifically excluded)
- (2) the additional cost that would have been required to make good the Damage to a condition equal to its condition when new had the necessity to comply with the stipulations not arisen;
- (3) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner by reason of compliance with the stipulations.

10. SPECIAL CONDITIONS

- (a) The work of reinstatement must be commenced and carried out without unreasonable delay and, in any case must be completed within 12 months after the Damage or within a time period. The Company may allow and may be carried out at another site (if the stipulations so necessitate), subject to the liability of the Company under this extension not being increased.
- (b) If the liability of the Company under this Policy apart from this extension is reduced by the application of any Terms and Conditions of this Policy then the liability of The Company under this extension (in respect of any item) will be reduced proportionally.
- (c) The total amount recoverable under any item of this Section shall not exceed the Sum Insured.
- (d) All the Terms and Conditions of this Policy except as they are varied by this section will apply as if they had been incorporated in the Policy.

Exclusions:

1. Deductible - The amount specified in the schedule will be deducted from the agreed settlement in respect of each and every claim;
2. In respect of trailers;
 - a) damage to road tyres by punctures cuts or bursts;
 - b) damage arising whilst the trailer is being used for any purpose other than in connection with the Insured's business described in the schedule;
3. Breakage of articles of a fragile or brittle nature in transit unless caused by fire or accident to the means of conveyance;
4. In respect of loss by Peril 8 - Theft, any loss not reported to the Police within 24 hours of the discovery of the incident and a crime report number obtained;
5. Loss or damage caused by collusion with the Insured or any partner director or employee of the Insured or any member of the Insured's family;
6. Damage or Consequential Loss occasioned by war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power nationalisation confiscation requisition seizure or destruction by the government or any public authority;
7. Any loss or damage or expenses whatsoever resulting or arising there from or any consequential loss and any legal liability of whatsoever nature directly or indirectly caused by or arising from –
 - (a) ionising radiation or contamination by radioactivity from any irradiated nuclear waste from the combustion of nuclear fuel
 - (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - (c) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
8. Consequential loss of any kind
9. Damage destruction or loss caused by:
 - (i) pollution or contamination which itself results from a peril not excluded under this Policy.
 - (ii) any peril not excluded, which itself results from pollution or contamination.

COMPLAINTS PROCEDURE

While both Albion and your intermediary will make every effort to maintain the highest standards we recognise that there may be some occasions when we fail to satisfy the particular requirements of our customers. In these circumstances firstly contact the intermediary or organization that sold you this insurance. They will deal with your complaint in accordance with the FSA's complaints procedure, and a copy of this is available from your intermediary upon request.

If during the course of their investigation, it is necessary for your intermediary to refer your complaint to Albion, we therefore have in place procedures to investigate and remedy any area of concern. We will deal with you in an open and fair manner, but if you still feel that we have been unable to resolve the matter to your satisfaction then please write to the Chairman at:

Albion Insurance Company Ltd
St. James House,
Second Street,
Holetown, St James,
Barbados BB24016

Albion are members of the Independent Consumer Arbitration Scheme and the Independent Commercial Arbitration Scheme which are arranged with the Chartered Institute of Arbitrators in the UK. You may at any time refer your complaint to them for consideration and we agree to co-operate fully with them to reach a resolution. They can be contacted at:

The Chartered Institute of Arbitrators
International Arbitration and Mediation Centre
12 Bloomsbury Square
LONDON
WC1A 2LP

In the event that You still remain dissatisfied, You have the right, in addition to Your contractual rights under this insurance, for this matter to be referred to the:

Supervisor of Insurance
Office of the Supervisor of Insurance
Weymouth Corporate Centre - 2nd Floor
Roebuck Street
St. Michael
Barbados

LAW GOVERNING THIS CONTRACT

All disputes concerning the interpretation of this Insurance are understood and agreed to by both the insured and the Insurers to be subject to English Law. Each party agrees to submit to the jurisdiction of any Court of competent jurisdiction giving judgments in accordance with English Law and to comply with all requirements necessary to give such Court jurisdiction. All matters arising hereunder shall be determined in accordance with English law and the practice of such court.

This is in addition to the rights of the Insured under the laws of Barbados.

**SECTION 3: SPECIAL CONDITIONS
(Applying to All Sections)**

INFLATABALES WARRANTY

Subject otherwise to the terms of this Policy it is a condition precedent to liability under Section 2 of this Policy that when any bouncy castle and the like is used, operated or hired out by the Insured that:

- a) the equipment is fully secured to the ground during use;
- b) the equipment is fully supervised by an adult at all times;
- c) all persons shall remove their footwear prior to use;
- d) no person over the age of 16 shall be permitted on the equipment;
- e) safety mats are placed at the entrance to the amusement.

UNATTENDED VEHICLE WARRANTY

Excluding losses from unattended vehicles or trailers or the like between the hours of 0.00 and 07.00 unless left in a locked and secure building or compound or in situ at a venue to which the assured has been contracted to work and where any secure building or compound is either unavailable or unpractical to use.

VEHICLE PROTECTIONS WARRANTY

All vehicles and/or trailers to hold more than £5000 Insured stock must be fitted with an appropriate alarm and key operated immobilizer. All security features on the vehicles to be properly maintained and effected whilst unattended by the Insured or responsible person. Trailer also to be fitted with adequate physical security to restrict movement whilst unattended by the Insured or person made responsible for it.

INFLATABLES CLAUSE

This policy will only indemnify the insured when:-

1. All equipment is in good condition and is maintained in accordance with the manufacturer's recommendations.
2. The Health and Safety Executives recommended public best practice document defining the safe operation of Inflatable Bouncing Devices, is followed in relation to such items.
3. All Local Authority requirements are met.
4. First Aid facilities are made available for all supervised Hires of the equipment (Wet Hire).
5. A signed copy of my Terms and Conditions of Hire Agreement is obtained every time the equipment is hired out without a supervisor and/or operator (Dry Hire) and a copy is retained.
6. All equipment owned, operated and to be indemnified under this policy is listed on the signed and dated Statement of Fact supplied to Insurers.
7. "Children" are defined as persons of 16 years of age and under and "Adults" as persons of 17 years of age and over.
8. Children and Adults do not use any equipment at the same time.
9. During or all supervised hires (Wet Hires) participants do not become reckless or boisterous especially when smaller children are using the equipment.
10. No person under the influence of alcohol and/or any other intoxicating substance will use the equipment.
11. The equipment is not used on or hired to any premise which is licensed to serve alcohol.
12. Where the Schedule of insurance indicates the inclusion of licensed premises, use of any inflatable device on licensed premises is to be operated in a fenced off, glass free area, deflated and securely stored when not in use, and supervised by the Insured or the Hirer of the equipment, at all times.