

## ADJUSTMENT SCHEDULE

Policy Number	4074284
ERN	120 / FB75960

<b>INSURED</b>	
Insured	Paintball Park Kidderminster Limited
Business Description	Paintball site.
Correspondence Address	Bethal Wood Deansford Lane Kidderminster Worcestershire DY10 3NN
Risk Address	Bethal Wood Deansford Lane Kidderminster Worcestershire DY10 3NN

<b>IMPORTANT INFORMATION</b>	
Reason For Issue	Adjustment
Date of Issue	25 April 2018
Adjustment Effective Date	19 April 2018
Expiry Date	30 January 2019
Net Premium	£131.76
IPT (Insurance PremiumTax)	£15.81
Eastman Fee	£35.00
<b>Amount Payable</b>	<b>£182.57</b>

<b>AGENT</b>	Riva Insurance Brokers Ltd.
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<b>BUILDINGS</b>	
DESCRIPTION	SUM INSURED
Buildings	£0
Tenants Improvements	£0
Accidental Damage	Not Insured
Day one Basis (non adjustable)	0%

<b>GLASS</b>	
DESCRIPTION	SUM INSURED
Glass Breakage	£0

## CONTENTS

DESCRIPTION	SUM INSURED
Machinery, Plant and All Other Contents	£12,000
Landlords Contents	£0
Cigarettes, Tobacco, Cigars	£0
Wines and Spirits	£0
Computer Equipment and Electronic Business Machines	£0
General Stock	£0
Customer's Goods -	£0
Frozen Food / Deterioration of Stock	£0
Non Ferrous Metals	£0
Other Specified Items ()	£0
Accidental Damage	Not Insured
Day one Basis (non adjustable)	0%

## BUSINESS INTERRUPTION

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

## BUSINESS INTERRUPTION - LOSS OF RENT

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

## MONEY

DESCRIPTION	SUM INSURED
Transit / Contract Sites	£0
Bank Night Safe	£0
Premises during business hours not in a safe	£0
Premises during business hours in a safe	£0
Premises outside of business hours in a safe	£0

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

## LIABILITIES

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

## BOOK DEBTS

£0

## GOODS IN TRANSIT

Limit per vehicle	£0
Number of vehicles	0

## LOSS OF LICENCE

£0

## ALL RISKS TO BUSINESS EQUIPMENT

Description of Specified Items	Geographical Limits	Sum Insured
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## OPTIONAL EXTENSIONS

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

## CONTRACTORS ALL RISKS/CONTRACT WORKS

DESCRIPTION	SUM INSURED
Maximum Contract Period	0 Months
Maximum Contract Value	£0
Own Plant Sum Insured	£0
Maximum value any one item of Own Plant	£0
Hired in plant Sum Insured	£0
Maximum value of any one item of Hired in Plant	£0
Estimated hire charges for Hired in Plant	£0
Hand Held Tools Sum Insured	£0

## INTERESTED PARTIES

Name of any interested parties

None

## EXCESSES APPLICABLE

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

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

## INSURER/S

Property / Material Damage	ArgoGlobal
Public Liability	ArgoGlobal
Employers Liability	ArgoGlobal

## ABOUT EASTMAN UNDERWRITING AGENCY LIMITED

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

## CLAIMS AND UNDERWRITING EXCHANGE REGISTER

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

### DATA PROTECTION

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

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

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

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

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

Your information includes data about your transactions.

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

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

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

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

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

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

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

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

##### **Business Description**

It is noted and agreed effective 19th April, 2018 , business description is amended to read as follows:

Paintball and Airsoft Site

##### **AS-AI-EUA009: Unoccupancy Warranty**

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

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

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

##### **AS-AI-EUA010: Electrical Circuit Maintenance Warranty**

It is warranted that a current and valid electrical certificate is issued for the premises and that electrical installation will be inspected and tested once every five years by a contractor approved by the National Inspection Council for Electrical Installation Contractors (NICEIC) and that defects found will be remedied forthwith in accordance with regulations of the Institute of Electrical Engineers.

##### **AS-AI-EUA011: No Smoking Warranty**

It is warranted that smoking will not be permitted on the premises at any time and signs to this effect will be prominently displayed.

##### **Cancellation Rates**

If the policy is cancelled the following rates will be applied:

**CANCELLATION RATES**

Property/Material Damage Premium  
 Liability Premium

**PREMIUM PAYABLE (BEFORE IPT)**

Chargeable on a pro-rata basis subject to the below noted administration charge and minimum premium  
 Minimum and Deposit - no refund given upon cancellation

*Minimum Retained Premium will be £150.00*

All cancellations will also be subject to the following administration charges:

**ADMINISTRATION CHARGE:**

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

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

**EUA021: Lagging Warranty**

It is warranted that all water tanks, exposed water pipes and apparatus are lagged with a minimum of 10mm foam sleeve or 20mm fibre glass or its equivalent and that where **You** have control by way of ownership tenancy etc. of any portion of **Your Premises** which are to be left unoccupied after a period exceeding thirty days, then the water supply shall be cut off and the system drained.

**EUA034: Airsoft Operators Endorsement****CONDITIONS PRECEDENT****8. Playing Conditions**

It is a condition precedent to liability that:-

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

a period of 6 years.

16. no participant is allowed to shoot or be shot at whilst ascending or descending towers

17. larp weapons are permitted to be used subject to full head protection being worn at all times

18. if motor vehicles are used:-

(i) all drivers must be at least 21 years of age and must be either the Insured or Employees of the Insured.

(ii) all vehicles must be fit for purpose and maintained regularly

(iii) all drivers must have a full UK driving License and no driving convictions within the past 3 years other than speeding fines.

(iv) all vehicles that are not licensed for road use must have received SORN status arranged with the DVLA

(v) a maximum speed limit of 10 mph applies at all times

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

### **EUA039: Paintball Operators Endorsement**

#### CONDITIONS PRECEDENT

##### Playing Conditions

It is a condition precedent to liability that:-

1. all participants must be given a full safety briefing prior to participating in any paintball game, this includes, but is not limited to, emphasising the importance of wearing a full face mask as per Condition 2(a) below.

2. a full paintball face mask

(a) must be worn at all times by participants and marshals during a paintball game and until all persons have left the paintball game environment and are in a designated safe zone.

(b) that can withstand close range impact from a 330 fps paintball marker are to be used at the venue.

(c) if a third party participant brings in their own goggles and/or face mask the Insured must visually confirm that the make and/or model of the equipment brought in meet Condition (b) above. If the Insured is unable to arrive at such confirmation the Insured must test the equipment by firing a round with a 300fps gun at point-blank range. If the equipment fails the test the participant must wear equipment provided by the Insured or leave the playing area.

3. all participants and marshals must wear long sleeves and trousers at all times during a paintball game.

4. tournament markers must not have a velocity of greater than 300 fps and site markers must not have a velocity of greater than 280fps.

5. participants may use their own modified markers provided that they meet Condition 4 above. The Insured must chronograph the marker before the participant begins playing at the beginning of the day to ensure compliance with Condition 4 above.

6. disclaimer notices are to be signed by all participants; and if 17 and under signed by a guardian or parent or nominated adult.

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

7. the minimum age of any participant is eleven.

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

9. pyrotechnics are only to be used by participants who are aged 18 or over.

10. the Insured must approve all pyrotechnics and are only permitted to be used following a briefing on the safe usage prior to any game taking place.

11. pyrotechnics shall not be used where there is a risk of igniting fires.

12. all gas canisters must be safely locked away after use.

13. a qualified first aider must be present at the site at all times

14. there must be a minimum of one marshal per 10 participants.

15. marshals are not allowed to participate in any of the paintball games that they are marshalling.

16. the following persons are not to be allowed to participate in any games:

(a) anyone under the influence of alcohol or drug

(b) anyone who is pregnant.

17. risk assessments must be carried out of the paintball area identifying any potential risks and making any improvements necessary prior to any game taking place. A copy of such risk assessments must be kept for a period of six years.

Subject otherwise to the terms and conditions of the Policy.

#### **EUA107: WORK AWAY OTHER THAN COLLECTION & DELIVERY CLAUSE**

The Company will not indemnify the Insured in respect of liability arising out of or in connection with any work away from any premises owned or operated by the Insured other than for:-

1. Collection and/or Delivery
2. Client/Customer visits of a non-manual nature
3. Attendance at Exhibitions

Subject otherwise to the Terms Exceptions and Conditions of this Policy.

#### **EUA126: PERSONAL PROTECTIVE EQUIPMENT WARRANTY**

It is warranted that:

Suitable, properly fitting and effective personal protective equipment are issued to any Employee who may be exposed to a risk to their health and safety while at work.

All personal protective equipment provided by the Insured must be properly assessed prior to its provision.

All personal protective equipment provided by the Insured will be maintained in good working order.

Any Employee provided with personal protective equipment by the Insured must receive training and information on the use, maintenance and purpose of the equipment, prior to its use. Any such Employee sign a form of acceptance, confirming that they have received training and are familiar in the proper use of such equipment.

The following statement be issued to, read and signed by every Employee.

"In accordance with regulations laid down under the 'PERSONAL PROTECTIVE EQUIPMENT AT WORK REGULATIONS 1992', and reinforced by the 'MANAGEMENT OF HEALTH AND SAFETY AT WORK REGULATIONS 1999' which reinforces section 7 of the 'HEALTH AND SAFETY AT WORK ACT 1974' – an Employee is duty bound to operate in a safe and proper manner, and co-operate with his/her employer providing the same.

In short, if you have been provided with personal protective equipment (e.g. safety shoes) you are expected to wear them by law. Equally the company is expected to ensure that you do, by law.

Consequently as from the date of this memorandum any person who is found not to be using the said protective equipment provided for them will be considered to be in breach of Company rules, which in turn may lead to disciplinary action being taken."

Subject otherwise to the Terms Exceptions and Conditions of this Policy.

#### **EUA138: EXCLUDING INJURY TO PARTICIPANTS**

The Company will not indemnify the Insured in respect of Injury to any person whilst participating in any activity organised by or on behalf of the Insured.

This exclusion does not apply to personal injury or damage to property caused by or arising out of the Insured's negligence as operator, property owner or lessee or occupier or manager of the premises or facility.

Subject always to the Terms Exceptions and Conditions of the Policy



## **LS-AI-MinimumSecurity: Minimum Security Requirement**

### **MINIMUM SECURITY REQUIREMENT**

Damage caused by theft or attempted theft is not insured unless the physical security of the premises are installed in accordance with the specification below and that all security devices are put into full and effective operation whenever the premises are closed for business or unattended

#### **Specification**

**Doors** - All external doors and internal doors leading to other portions of the premises not occupied by you must be fitted and secured with one of the following;

- A 5 lever mortise deadlock conforming to BS3621
- For UPVC or aluminium framed doors an integral cylinder operated swing bolt deadlock
- A close shackle padlock and locking bar
- For double doors key operated locks or bolts must be fitted top and bottom of the first leaf in addition to a lock as described above.
- Roller shutters Sliding or folding doors either;
  - i. a 5 lever close shackle padlock secured to an eyebolt set in the floor,
  - ii. a 5 lever close shackle and locking bar
  - iii. a hook mortise bolt
  - iv. for a manually operated roller shutter the chain to be secured by an open shackle padlock in its keep
  - v. for electrically operated doors the power supply to them is to be isolated by a key operated cut-out switch
  - vi. two cylinder operated roller shutter lock bolts, one fitted to each side

**Windows** - All external basement, ground floor and other accessible windows which were originally designed to open should be fitted with key operated window locks OR grilles or bars (not more than 12.5 cm apart) securely fitted to the brickwork or masonry surrounding the window.

**Fire Exits** - Any door or window officially designated a Fire Exit by a fire authority is excluded from the above requirements. These are to be secured internally by panic bolts or fire exit bolts (capable of opening at all times), any additional devices must be approved by the local Fire Prevention Officer.

**Electronic Office Equipment** – each item of electronic equipment (for example PCs, Laser Printers or Fax Machines) with an individual replacement value of £2,500 or greater must be securely anchored to the desk, workstation or the structure of the building by means of lock down plates.

All keys are to be removed from the premises whenever they are closed for business or left unattended. Where you or one of your employees resides at the premises, the keys must be removed from the business part of the premises. These are our minimum security requirements. Should additional protections be required, these will be advised to you in writing.

#### **PS-AI-EUA002: Daily Waste Warranty**

It is warranted that all combustible trade waste and refuse will be removed from the buildings every night.

#### **PS-AI-EUA004: Fire-Proof Doors Warranty**

It is warranted that all fireproof doors and shutters will be kept closed except during working hours and will be kept in efficient working order.

#### **PS-AI-EUA005: Portable Heater Warranty**

It is warranted that there will be no use or storage on the premises of paraffin or portable electric or gas heaters or containers unless specifically agreed by the Underwriters prior to such use or storage.

#### **PS-AI-EUA006: Premises Inspection Warranty**

It is warranted that a thorough examination of the buildings and smoking receptacles for smoking/smouldering matches; tobacco or other material will be carried out at the close of each day the buildings are in use for business purposes. Any materials found are to be placed in a metal container and removed from the premises. Signed reports will be made daily by you or an employee detailed to make the examination and that such reports will be checked at least once a week by you.

#### **PS-AI-EUA016: Guttering Warranty**

It is warranted that any guttering is checked for blockages or defects by a competent person at inception or renewal and at twelve monthly intervals thereafter and any remedial action required to be implemented immediately. A record of all inspections shall be made and retained by the Insured.

It is warranted that the first inspection is within 90 days of inception.

**PS-AI-EUA019: Stillage Warranty**

It is warranted that all items of **Stock** materials in trade and merchandise on all floors be stored on racks at least 300mm above the floor.

**PS-AI-EUA020: Fire Extinguishing Appliances Warranty**

It is warranted that there shall be a least 1 of either (a) 2 gallon foam or (b) dry powder, wall mounted Fire Extinguisher at **Your Premises** and that all Fire Extinguishers are the subject of an annual test and where necessary are replaced or replenished.