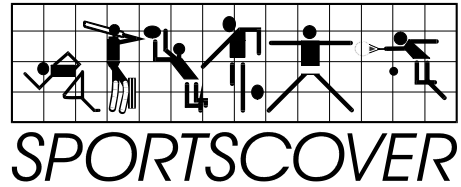


# Policy Certificate



You will only be entitled to insurance cover under the section or sections which you have selected and for which you have paid the required premium.

Registered in England and Wales No. 37266780

<b>The Insured</b>	Abacus Mountain Guides
Policy Number	PLON99/0111162
Insured Principal	Mike Pescod
Address	11 Lochiel Road, Inverlochy Fort William, PH33 6NS UNITED KINGDOM
Broker	Marsh Sport
Brokers Address	The Paragon, 32-36 Victoria Street, Bristol BS1 6BX
Sport / Activities	Activities as per the scope of the Mountain Training qualification(s) held
Mountain Training Qualification(s)	Mountaineering and Climbing Instructor
Additional Activities Included	<i>Mountain/Fell Running, Route Setting</i>
Number of Instructors/Directors	2
Period of Insurance	From 08/05/2023 to 07/05/2024. Both days inclusive and any subsequent period for which the insured shall have paid and The Underwriter(s) shall have accepted the new premium

## SPORTS LIABILITY SECTION

UNDERWRITTEN BY Sportscover Europe Ltd on behalf of Allianz Global Corporate & Specialty SE under contract number GBT002257220W

Section	Limit of Indemnity	Excess
PUBLIC & PRODUCTS LIABILITY:	£5,000,000 any one Occurrence, but limited to £5,000,000 in the aggregate in respect of Products Liability	£NIL
EMPLOYERS LIABILITY:	£10,000,000 any one Occurrence	£NIL
PROFESSIONAL INDEMNITY:	£5,000,000 any one Claim, limited to £5,000,000 in the aggregate	£NIL
Retroactive Date:	08/05/2019	
Territorial Limits:	United Kingdom and Ireland but Worldwide, excluding USA and Canada, in respect of Insured Persons who hold International Mountain Leader, Mountaineering and Climbing Instructor or Winter Mountaineering and Climbing Instructor qualifications	
Law & Jurisdiction	UNITED KINGDOM	

## SPORTS PERSONAL ACCIDENT SECTION Not Covered

## ENDORSEMENTS APPLICABLE TO THIS POLICY

### BASIS OF COVER CONDITION

The cover afforded under this Policy shall Indemnify You in respect of all activities that fall within the remit of the Mountain Training UK & Ireland qualification(s) held and declared as specified in the Policy Schedule.

Cover is included for working as a coach who holds one of the Mountain Training coaching scheme qualifications, when doing so within the remit of the technical climbing qualification held.

Cover is also included for low level team building exercises, bushcraft (excluding foraging), instruction on artificial structures including Route Setting (but excluding any engineering and/or constructional aspects related to such), film and media work to the extent that the Insured is working within the remit of their Mountain Training Qualification(s).

The Policy also includes cover in respect of the provision of technical advice, including when working as an Expert Witness or AALA

Inspector for those who hold the Mountaineering and Climbing Instructor or Winter Mountaineering and Climbing Instructor qualification.

### **COACHING, INSTRUCTION AND SUPERVISION ENDORSEMENT**

It is a condition precedent to Our liability that all member instructors are suitably qualified in accordance with the requirements and guidelines of the Mountain Training Association, Association of Mountaineering Instructors and/or The British Association of International Mountain Leaders dependent upon the activities being undertaken.

This Policy shall only Indemnify members of the Insured that are working within the remit of their respective qualification. No Indemnity shall be provided under this Policy for any activities being undertaken outside the remit of the qualification held by the member in question.

You should carry out the necessary risk assessments for each activity and do not undertake any activity at a site which You have not visited previously or which has not been used for the activity in question previously, providing it's possible to do so.

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

The maximum Instructor to Participant supervision ratio shall not exceed 1: 12 for a sole Instructor leading a group. Where this number is exceeded, the appropriate number of adult support staff and competent assistants (such as trainee leader, teacher or additional first aid providers) must be utilised, ensuring the overall ratio (including support staff) does not exceed the maximum ratio. For example; 2:24 or 3:36. Ratio conditions are not applicable to Lowland leaders and hill moorland leaders.

Where the Number of Instructors/Directors shown above is 1 and Employers' Liability is shown as included, the extent of Employers' Liability coverage under this Policy shall be in respect of mentoring purposes only, unless YOU have increased the Employers Liability policy to include Sub-Contractors.

### **SPECIFIED ADDITIONAL ACTIVITIES ENDORSEMENT**

This extension is applicable only if You are eligible for, and have purchased a Level Two, Three or Four membership and if the Additional Activities listed below have been selected and are shown as included under the Additional Activities above.

"**Gorge Walking**" is another name for Ghyll Scrambling and generally used when the activity is undertaken outside of the Lake District.

"**Ghyll Scrambling**" means the outdoor activity in which one follows the course of a stream or river that flow through valleys, negotiating rapids and jumping or climbing waterfalls and is a term commonly used in the Lake District specifically.

"**Coasteering**" means the sport or pastime of exploring a rocky coastline by climbing, jumping, and swimming.

It is a condition precedent to Our liability that You must have the relevant qualifications and/or 3 years experience to undertake the additional activities namely; Gorge Walking, Ghyll Scrambling and Coasteering.

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

If these Additional Activities contribute to more than 20% of Your annual gross turnover You must inform Us immediately.

### **CAVING AND MINE EXPLORATION ENDORSEMENT** *(Applicable if Caving / Mine Exploration is shown as included under Additional Activities above)*

It is a condition precedent to Our liability that where You undertake Caving and/or Mine Exploration activities, You must hold a formal qualification from the British Caving Association that permits You to undertake such activities.

If this condition is not complied with, Policy coverage shall not be operative.

### **FIRST AID INSTRUCTION ENDORSEMENT** *(Applicable if First Aid Instruction is shown as included under Additional Activities above)*

It is a condition precedent to Our liability that You must have the relevant qualification(s) and/or experience to undertake First Aid Instruction. The course must be regulated by a recognised governing body and Your qualification revalidated periodically.

"**First Aid Instruction**" means the delivery of regulated training courses in the assistance given to any person suffering a sudden illness or injury, with care provided to preserve life, prevent the condition from worsening, or to promote recovery.

**Basic First Aid** is defined as assessments and interventions that can be performed with minimal or no medical equipment and in a safe, non-remote environment. They would typically be 1 or 2 days in duration, but no longer than 3 days.

**Advanced First Aid** is defined as training courses that further the skills obtained by a Basic First Aid course and/or assessments and interventions that are performed with the use of medical equipment and/or in a dangerous, remote environment. They might only be 1 or 2 days in duration when topping up a basic first aid qualification, but would typically be 4 days or longer.

Furthermore, it is a condition precedent to Our liability that You must have carried out the necessary risk assessments for this activity.

If First Aid Instruction contributes to more than 20% of Your annual gross turnover You must inform Us immediately.

**MOUNTAIN/FELL RUNNING ENDORSEMENT** (*Applicable if Mountain/Fell Running is shown as included under Additional Activities above*)

It is a condition precedent to Our liability that You must have the relevant qualification(s) and/or experience to undertake this activity. It must be delivered within the recognised terrain of the Mountain Training qualification(s) held.

“**Mountain/Fell Running**” means the sport or pastime of running and racing, off road, over upland country where the gradient climbed is a significant component of the difficulty.

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

If Mountain/Fell Running contributes to more than 20% of Your annual gross turnover You must inform Us immediately.

**ROUTE SETTING ENDORSEMENT** (*Applicable if Route Setting is included under Additional Activities as shown above or if referral is accepted by US*)

It is a condition precedent to Our liability that all Route Setters must hold a Level 1 Route Setting Association qualification in respect of bouldering activities and Level 2 Route Setting Association qualification in respect of roped climbing activities. If You or Your Route Setters do not hold a Route Setting Association qualification, You must have had Your risk assessments and method statements reviewed and agreed by Us. If you are a Category 4 (Winter Mountaineering and Climbing Instructor or Mountaineering and Climbing Instructor) you are covered automatically within your qualification.

If this condition is not complied with, Policy coverage shall not be operative.

**ADVENTURE SPORTS CONDITION**

It is a condition precedent to Our liability in respect of all activities:

for the safety of the Participants You must:

- a) ensure that all participants must complete and sign a medical disclaimer and risk acknowledgement form prior to taking part in any of the activities
- b) provide all participants with a detailed safety briefing on all the activities being undertaken
- c) not sell or supply alcohol to any participant or instructor, marshal or official prior to or during any physical activity
- d) ensure that any participant or instructor, marshal or official who is intoxicated will not be allowed to partake or instruct, marshal or officiate in any activity
- e) ensure that there is a suitably qualified first aider available at all times during the activities, if no such first aider is available then all the activities must cease until such person is available again

for the safety of the spectators You must:

- f) ensure that the spectators are provided with a safety briefing detailing the areas in which they can safely spectate and any potential hazards associated with the venue and the activities being undertaken
- g) ensure that no spectators under the age of 18 will be allowed to spectate without being accompanied by a parent or responsible guardian
- h) ensure that the spectators are supervised at all times.

**SUB-CONTRACTORS CONDITION**

All sub-contractors engaged by You shall have in force and effect Public Liability Insurance for third party Bodily Injury or Damage to Property with a minimum limit of indemnity limit of £5,000,000 throughout the duration of their contract with You.

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

**TOUR OPERATOR EXCLUSION**

We will not be liable in respect of any claim caused by or arising out of Your activities as a Tour Operator, arising out of any package travel legislation.

Tour Operator shall be defined as any individual or company who combines tour and travel components to create and offer a package holiday.

**COMMUNICABLE DISEASE EXCLUSION**

This exclusion is applicable to the Public & Products Liability Section only.

It is understood and agreed that this Policy does not cover any loss caused directly or indirectly, contributed to, by, or attributable to a Communicable Disease or fear or threat of a Communicable Disease.

Communicable Disease means any disease capable of being transmitted from an infected person or species to a susceptible host, either directly or indirectly.

Issued subject to the terms of the attached Policy Wording and signed by the authorised Representative of Sportscover Europe on behalf of the Underwriter/s detailed above.



\_\_\_\_\_  
**SIGNATURE**

26/04/2023  
**DATE**

Printed by: C.H.