

# Policy certificate

Insurance effected through the Coverholder:

CFC Underwriting Limited 85 Gracechurch Street London EC3V OAA United Kingdom

PLEASE NOTE - This notice contains important information. PLEASE READ CAREFULLY.

This Certificate is issued by the Coverholder in accordance with the authorisation granted to the Coverholder under the Binding Authority Agreement with the Unique Market Reference stated within this Policy. This Policy comprises a Certificate, the Schedule, Wording and all other provisions and conditions attached and any endorsements issued.

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this Policy.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

In Witness whereof this Certificate has been signed by:

Authorised Official

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Please examine this document carefully. If it does not meet your needs, please contact your broker immediately. In all communications the policy number appearing overleaf should be quoted.



#### **SCHEDULE**

POLICY NUMBER: PSM0139905597
UNIQUE MARKET REFERENCES: B087523C9N5051

THE INSURED: Paddlefish Panda Ltd

ADDRESS: 8 Chestnut Close Address 2

Ripley GU23 6LJ

UK

THE UNDERWRITERS: Underwritten by certain underwriters at Lloyd's and

other insurers

THE INCEPTION DATE: 00:01 Local Standard Time on 16 Mar 2024
THE EXPIRY DATE: 00:01 Local Standard Time on 16 Mar 2025

TOTAL PAYABLE: GBP610.00

Broken down as follows:

Premium: GBP500.00

Policy Administration Fee: GBP50.00
Insurance Premium Tax: GBP60.00

BUSINESS ACTIVITIES: Swimming training services
LEGAL ACTION: Worldwide excl. US & Canada

TERRITORIAL SCOPE: Worldwide

RETROACTIVE DATE(S):

Professional Liability: 16 Mar 2023
REPUTATIONAL HARM PERIOD: 12 months

OPTIONAL EXTENDED REPORTING

PERIOD:

12 months for 100% of applicable annualised premium

CLAIMS MANAGER: CFC Underwriting Limited Please report all new claims to:

newclaims@cfc.com

WORDING: Professions (GB) v3.0

ENDORSEMENTS: Complaints Notice (NON USA)

Financial Advice Exclusion Clause Specified Activities Exclusion Clause Abuse and Molestation Exclusion Clause Medical Malpractice Exclusion Clause



#### **SCHEDULE**

#### **INSURING CLAUSE 1: PROFESSIONAL LIABILITY**

#### SECTION A: ERRORS AND OMISSIONS

Limit of liability: GBP1,000,000 each and every claim, costs and expenses

in addition

Deductible: GBP1,000 each and every claim, including costs and

expenses

SECTION B: BREACH OF CONTRACT

Limit of liability: GBP1,000,000 each and every claim, costs and expenses

in addition

Deductible: GBP1,000 each and every claim, including costs and

expenses

SECTION C: SUB-CONTRACTOR VICARIOUS LIABILITY

Limit of liability: GBP1,000,000 each and every claim, costs and expenses

in addition

Deductible: GBP1,000 each and every claim, including costs and

expenses

SECTION D: CONTINGENT BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Aggregate limit of liability: GBP100,000 in the aggregate, costs and expenses in

addition

Deductible: GBP1,000 each and every claim, excluding costs and

expenses

SECTION E: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

Limit of liability: GBP1,000,000 each and every claim, costs and expenses

in addition

Deductible: GBP1,000 each and every claim, including costs and

expenses

SECTION F: POLLUTION LIABILITY

Limit of liability: GBP1,000,000 each and every claim, costs and expenses

in addition

Deductible: GBP1,000 each and every claim, including costs and

expenses

SECTION G: REGULATORY COSTS AND FINES

Limit of liability: GBP1,000,000 each and every claim, costs and expenses

in addition

Deductible: GBP1,000 each and every claim, including costs and

expenses



SECTION H: DISHONESTY OF EMPLOYEES

Limit of liability: GBP1,000,000 each and every claim, costs and expenses

in addition

Deductible: GBP1,000 each and every claim, including costs and

expenses

SECTION I: PAYMENT OF WITHHELD FEES

Limit of liability: GBP1,000,000 each and every claim, costs and expenses

in addition

Deductible: GBP1,000 each and every claim, including costs and

expenses

**INSURING CLAUSE 2: CYBER AND PRIVACY** 

NO COVER GIVEN

**INSURING CLAUSE 3: CYBER CRIME** 

NO COVER GIVEN

**INSURING CLAUSE 4: GENERAL LIABILITY** 

NO COVER GIVEN

**INSURING CLAUSE 5: EMPLOYERS' LIABILITY** 

NO COVER GIVEN

**INSURING CLAUSE 6: COMMERCIAL PROPERTY** 

NO COVER GIVEN

**INSURING CLAUSE 7: BUSINESS INTERRUPTION** 

NO COVER GIVEN

**INSURING CLAUSE 8: LEGAL EXPENSES** 

NO COVER GIVEN

INSURING CLAUSE 9: DIRECTORS AND OFFICERS LIABILITY

NO COVER GIVEN

**INSURING CLAUSE 10: LOSS MITIGATION** 

Aggregate limit of liability: GBP1,000,000 in the aggregate

Deductible: GBP0 each and every claim



# **INSURING CLAUSE 11: COURT ATTENDANCE COSTS**

Aggregate limit of liability: GBP100,000 in the aggregate

Deductible: GBPO each and every claim

# **INSURING CLAUSE 12: REPUTATION AND BRAND PROTECTION**

Aggregate limit of liability: GBP100,000 in the aggregate

Deductible: GBP0 each and every claim



#### **OUR REGULATORY STATUS**

CFC Underwriting Limited is authorized and regulated by the United Kingdom Financial Conduct Authority (FCA). CFC Underwriting Limited's Firm Reference Number at the FCA is 312848. These details may be checked by visiting the Financial Conduct Authority website at https://register.fca.org.uk/. Alternatively the Financial Conduct Authority may be contacted on +44 (0)20 7066 1000.

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations to you in respect of insurance policies that we have underwritten on behalf of insurers. This depends on the type of business and the circumstances of the claim. In respect of general insurance business the FSCS will cover 90% of the claim, without any upper limit and for compulsory classes of insurance, the FSCS will cover 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

#### **HOW TO COMPLAIN**

We intend to provide an excellent service to you. However, we recognize that there may be occasions when you feel that this has not been achieved. If you are unhappy with any aspect of the service that you receive from us, please contact your insurance broker in the first instance, stating the nature of your complaint, the certificate and/or claim number.

Alternatively, you can contact us directly at complaints@cfc.com or please write to:

Chief Executive Officer CFC Underwriting Limited 85 Gracechurch Street London EC3V OAA United Kingdom

If after taking this action you are still unhappy with the response it may be possible in certain circumstances for you to refer the matter to Lloyd's of London. The contact details are as follows:

Complaints Department Fidentia House Walter Burke Way Chatham Kent ME4 4RN

Telephone: +44 (0)20 7327 5693 E-mail: complaints@lloyds.com

Your complaint will be acknowledged promptly in writing.

A decision on your complaint will be provided to you, in writing, within 8 weeks of the complaint being made.

If you remain dissatisfied after receiving the response, you may have the right to refer your complaint to the Financial Ombudsman Service (FOS). The contact details are as follows:



Financial Ombudsman Service Exchange Tower London E14 9SR United Kingdom

Telephone from +44 20 7964 0500

outside the UK:

Telephone from inside 0800 023 4 567

the UK:

Fax: +44 20 7964 1001

The existence of this complaints procedure does not affect any right of legal action you may have against CFC Underwriting Limited or Lloyd's as detailed in the Service of Suit condition on the last page of your policy.

#### **DATA PROTECTION NOTICE**

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations. Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

The information we collect and use includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

We will process individual insured's details, as well as any other personal information you provide to us in respect of your insurance cover, in accordance with our privacy notice and applicable data protection laws.

To enable us to use individual insured's details in accordance with applicable data protection laws, we need you to provide those individuals with certain information about how we will use their details in connection with your insurance cover.

You agree to provide to each individual insured this notice, on or before the date that the individual becomes an individual insured under your insurance cover or, if earlier, the date that you first provide information about the individual to us.



We are committed to using only the personal information we need to provide you with your insurance cover. To help us achieve this, you should only provide to us information about individual insureds that we ask for from time to time.

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice, please contact us directly at dataprotection@cfc.com.

For more information about how we use your personal information please see our full privacy notice, which is available online on our website at:

http://www.cfc.com/privacy



# FINANCIAL ADVICE EXCLUSION CLAUSE

ATTACHING TO POLICY PSM0139905597

NUMBER:

THE INSURED: Paddlefish Panda Ltd

WITH EFFECT FROM: 16 Mar 2024

It is understood and agreed that the following **EXCLUSION** is added to this Policy:

#### Financial advice

arising out of or relating directly or indirectly to any:

- a. investment, financial, mortgage, pension or taxation advice;
- b. failure by **you** to provide investment, financial, mortgage, pension or taxation advice; or
- c. depreciation in value or failure to appreciate in value of any asset, investment, shares or any other financial product or instrument.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY



# SPECIFIED ACTIVITIES EXCLUSION CLAUSE

ATTACHING TO POLICY PSM0139905597

NUMBER:

THE INSURED: Paddlefish Panda Ltd

WITH EFFECT FROM: 16 Mar 2024

It is understood and agreed that the following is added to the

**EXCLUSIONS RELATING TO ALL INSURING CLAUSES:** 

Specified activities

arising directly or indirectly out of the following activities:

sale of swimming products

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE

**POLICY** 



# ABUSE AND MOLESTATION EXCLUSION CLAUSE

ATTACHING TO POLICY PSM0139905597

NUMBER:

THE INSURED: Paddlefish Panda Ltd

WITH EFFECT FROM: 16 Mar 2024

It is understood and agreed that the following **EXCLUSION** is added to this Policy:

# Abuse and molestation

arising directly or indirectly out of:

- a. the actual or threatened abuse or molestation of any kind by anyone of any person;
- any welcome or unwelcome conduct, physical acts, gestures or spoken or written words of a sexual nature, including, but not limited to, sexual intimacy (even if consensual), sexual molestation, sexual assault, sexual battery, sexual abuse, sexual harassment, sexual exploitation or any sexual act;
- c. the negligent employment, investigation, supervision, hiring, training or retention of a person for whom **you** are or were at any time responsible and who commits any of the acts described by a. or b. above; or
- d. **your** negligent reporting, or **your** failure to report, to the proper authorities the conduct of a person who commits any of the acts described by a. or b. above.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY



# MEDICAL MALPRACTICE EXCLUSION CLAUSE

ATTACHING TO POLICY PSM0139905597

NUMBER:

THE INSURED: Paddlefish Panda Ltd

WITH EFFECT FROM: 16 Mar 2024

It is understood and agreed that the following **EXCLUSION** is added to this Policy:

#### Medical malpractice

arising directly or indirectly out of **bodily injury** caused by the provision of any medical, surgical, clinical, dental, x-ray, nursing, mental or other similar healthcare professional services or treatments, including the examination, diagnosis, prognosis, treatment (including the prescription of drugs or therapy) or care of a patient.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY