

Summary of Cover

Member Clubs/Syndicates of the Angling Trust

Underwritten by: Sportscover capacity being provided by Allianz Global Corporate and Specialty & Antares Managing Agency Ltd

Policy Numbers: PLON99/0085043 (Property)
 PLON99/0085044 (Public & Employers Liability and Professional Indemnity)
 PLON99/0085045 (Directors & Officers & Corporate Reimbursement)
 PLON99/0085046 (Personal Accident)

Period of Insurance: 25th August 2020 to 24th August 2021

Operative time: Whilst participating in any authorised /recognised activities of Angling Trust
 Whilst the club/syndicate is in membership of Angling Trust

Liability Insurance

Cover provided The insurer will pay damages and legal costs arising from any claim made during the period of insurance and notified to Insurers in respect of legal liability incurred by the Insured in accordance with the terms and conditions of the policy.

Territorial Limits Temporary visits worldwide (whilst representing the Club/Syndicate), however trips to USA/Canada is limited to no longer than 90 days

Jurisdiction UK Courts

Entitled to Indemnity: Member Clubs/Syndicates their officials (committee/board/trustee), employees, members and volunteers where applicable

Limit of Indemnity:

Public & Products Liability Excess: £250	£10,000,000	any one Occurrence, but limited to in the aggregate in respect of Products Liability
Abuse Extension Excess: £1,000 each and every claim	£2,000,000	any one claim and in the aggregate
Professional Indemnity Retroactive Date 25/07/16	£10,000,000	£10,000,000 any one Claim, limited to £10,000,000 in the aggregate
Directors & Officers Liability (Management Liability) Retroactive Date 25/07/16	£5,000,000	£5,000,000 Any one Occurrence, limited to £5,000,000 in the aggregate.
Corporate Reimbursement (Management Liability) Retroactive Date 25/07/16	£5,000,000	£5,000,000 Any one Occurrence, limited to £5,000,000 in the aggregate.
Employers Liability	£10,000,000 £5,000,000	any one occurrence £5m in respect of Terrorism

Public & Products Liability

Protecting the club/syndicate its members and club volunteers against your legal liability for bodily injury to third parties and damage to their property and includes defence for obstruction, loss of amenities, trespass, nuisance, or interference with any right of way, light air or water whilst undertaking the Angling Trust recognised activity

Abuse Extension – Protecting the club/syndicate & against your legal liabilities for managing safeguarding. Please Abuse Extension Endorsement below

Professional Indemnity

Protecting against affiliated members if held responsible for breach of professional duty arising from negligent act error or omission of a Qualified Person arising from their Angling Trust recognised Activity. This section includes a libel and slander extension.

Directors & Officers & Corporate Reimbursement Liability

Protection for the directors, officers, senior managers, committee members and trustees against claims arising from their decisions or actions taken whilst managing the club/syndicate.

Employers Liability

Covers the club, or committee if held liable for an injury that an employee suffers during the course of employment. The policy includes injuries to volunteers. This is a legal requirement for any club that employs people paid or unpaid.

Basis of Cover

The Professional Indemnity, Directors & Officers, Corporate Reimbursement Liability and Abuse sections of the cover is written on a claims made basis . It is essential that any claims or circumstances that might give rise to a claim are notified during the policy period in accordance with the terms of the policy wording otherwise the right for indemnity under this insurance will be forfeited.

Key General Exclusions

Claims arising from:

- Dishonest, fraudulent, criminal or malicious act or omission of the insured
- Arising from the conduct of any business not conducted for the benefit or on behalf of the insured
- Insolvency, bankruptcy or liquidation
- Individual abuse or person accused of abuse
- Use of boats in excess of 8m in length
- Provision of Charter Fishing
- Communicable Disease
- Any Large Reservoir for which the Insured is the Undertaker, unless the Large Reservoir has been advised to and accepted by insurers.
- Use of Power Tools unless the Power Tool conditions are met
- Breach of Professional duty is acting beyond your level of qualification

You must report every claim and any incident that is likely to give rise to a claim in the future. Incident Notification Guidelines are attached to this document to assist you. Please contact Howden on 0121 698 8043 and complete the necessary report/claim form as soon as possible to avoid prejudicing your claim.

Endorsements applicable to the Liability Sections

PUBLIC & PRODUCTS LIABILITY

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.

Charter Fishing Exclusion

(Applicable to this Public & Products Liability Section only)

Definition

Charter Fishing: Fishing from a vessel for hire carrying a passenger or passengers who are not members of the Angling Trust that are engaged in recreational fishing.

The Insurer will not indemnify the Insured against legal liability for the provision of Charter Fishing irrespective of length of the craft.

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.

Use of Power tools

We shall not indemnify you for any legal Liability arising from the use of Power tools unless:

- Power tools are used as per the manufacturers guidelines
- Power tools are only used by competent Adult
- Power tools are to be securely locked away when not in use
- Use of Chainsaws is permitted only by users wearing the appropriate PPE equipment

Abuse extension

Retroactive Date:	Limit of indemnity:
A. 25/7/2016	A. £2,000,000 any one claim and in the aggregate
B. N/A	B. £500,000 any one claim and in the aggregate
C. N/A	C. £100,000 any one claim and in the aggregate in respect of Insuring Agreement 2 only

Excess: £1,000 each and every claim

This Extension is on a “claims made” basis. It only covers claims made You and notified to the Insurer during the Period of Insurance.

Operative Clause

Subject to the terms, conditions, definitions and exclusions of this **Policy** (other than as amended by this Extension), despite “Exclusions (what is not covered): 8”, the **Insurer** agrees to **Indemnify You** against:

- a) all sums which **You** become legally liable to pay as damages and claimant’s costs and expenses arising out of **Claims** first made against **You** and notified in writing to the **Insurer** during the **Period of Insurance**;
- b) all costs, fees and expenses incurred by **You**, with the **Insurer’s** written consent, in the defence or settlement of **Claims** first made against **You** under paragraph a) above;

resulting from **Abuse or Molestation** or attempted **Abuse or Molestation** committed or alleged to have been committed after the applicable **Retroactive Date**, provided that the **Insurer’s** liability will not exceed:

- i. the applicable Limit of indemnity stated in this Extension in respect of the applicable **Retroactive Date**; but not
- ii. “Limit of indemnity A” stated in this Extension in respect of the aggregate of all claims first made against **You** and notified in writing to the **Insurer** during the **Period of Insurance** irrespective of **Retroactive Dates**.

Limitation

In respect of Abuse or Molestation or attempted Abuse or Molestation committed or alleged to have been committed after “Retroactive Date C” which is not proven to have continued beyond “Retroactive Date B” the Insurer will Indemnify You against all costs, fees and expenses incurred by You, with the Insurer’s written consent, in the defence or settlement of Claims first made against You and notified in writing to the Insurer during the Period of Insurance, but the Insurer will not Indemnify You against damages and claimant’s costs and expenses

Definitions

Abuse or Molestation means:

- a) any physical, mental or emotional abuse including but not limited to harassment or bullying, voyeurism, invasion of privacy, mistreatment or maltreatment, neglect, any act of a sexual nature or any act undertaken with a sexual motive, or;
- b) any situation where **You** had a responsibility (either explicit or implied) for the welfare and well-being (physical, mental and/or emotional) of a victim and were in breach of that duty to protect those in **Your** care either through negligence or vicariously for the acts and/or omissions of **Your Employees, Members or Volunteers**.

Abuse does not include:

- i. medical and/or physiotherapy and/or nursing malpractice or any error or omission in the provision medical and/or physiotherapy and/or nursing care or treatment.

Abuse which commenced or is alleged to have commenced after:

- a) "Retroactive Date C" and which is proven to have continued beyond:
 - i. "Retroactive Date B", but ceased before "Retroactive Date A" will be treated as having commenced after "Retroactive Date B" and will be subject to "Limit of indemnity B";
 - ii. "Retroactive Date A" will be treated as having commenced after "Retroactive Date A" and will be subject to "Limit of indemnity A";
- b) "Retroactive Date B" and which is proven to have continued beyond "Retroactive Date A" will be treated as having commenced after "Retroactive Date A" and will be subject to "Limit of indemnity A".

Abuser means the individual who committed or is alleged to have committed any **Abuse** or attempt at **Abuse**.

Exclusions

The Insurer will not:

1. Indemnify You for any liability for which You are entitled to indemnity under any other insurance.
2. Indemnify You for any liability arising from Abuse or attempt at Abuse which occurred or is alleged to have occurred before the applicable Retroactive Date specified in this Extension.
3. Indemnify You for any liability arising from any facts and/or circumstances, of which You had become aware before the commencement of the Period of Insurance, which a reasonable person in Your position would have considered as facts and/or circumstances which may give rise to a Claim or Claims under this Policy.
4. Indemnify any Abuser.
5. Indemnify You against;
 - a) any fines or penalties or the costs of defending criminal proceedings
 - b) punitive, exemplary, aggravated and/or multiple damages.
6. Indemnify You for any liability arising out of any failure to comply with procedural guidelines established by You concerning Abuse.
7. Indemnify any person who has or has been alleged to have:
 - a) authorised or permitted Abuse;
 - b) disregarded knowledge of Abuse;

- c) had actual or constructive knowledge of Abuse and failed to notify a person with specific responsibility for the protection of children or vulnerable adults from Abuse;
- d) aided or contributed to or supported Abuse; or
- e) Intentionally or wilfully failed to comply with any procedure, regulation or licence designed to protect children or vulnerable adults from Abuse

Conditions

1. You must bear the Excess (inclusive of costs and expenses in the defence or settlement of each claim) stated in this Extension.
2. For the purpose of determining the Excess applicable to any Indemnity provided under this Extension, it is expressly agreed that all acts of Abuse or attempt(s) at Abuse suffered by any individual bringing a claim against You will be deemed to have arisen out of one originating cause. If there is more than one victim of Abuse by the same Abuser(s):
 - a) claims brought against You by each individual who suffered Abuse or attempt(s) at Abuse by the same Abuser(s) will be treated as separate claims and be deemed to have arisen out of separate original causes; but
 - b) all acts of Abuse or attempt(s) at Abuse by the same Abuser(s) suffered by any individual bringing a claim against You will be deemed to have arisen out of one originating cause.
3. You must give notice in writing to the Insurer as soon as is reasonably practicable after becoming aware of any circumstances that may give rise to a Claim or Claims. Please see “How to make a claim” on page 23 of this Policy.

The following are conditions of this insurance that You need to meet as Your part of this contract. If You do not meet these conditions, the Insurer may reject a claim payment or a claim payment could be reduced. In some circumstances Your insurance may not be valid.

4. You must ensure that You, Your Employees, Members and anyone acting under Your control in the course of Your Business comply with all statutory legislation and requirements for dealing with children and vulnerable adults.
5. You must provide a written claims declaration to the Insurer upon each renewal negotiation of the Policy.

Reservoirs endorsement

Definitions

Applicable Legislation: The Reservoirs Act 1975;

Flood and Water Management Act 2010 (“FWMA”); or any subsequent similar regulation or legislation in the United Kingdom.

Large Reservoir: A body of water held above ground level, having a designated volume of at least <25,000> cubic metres or any alternative minimum volume stated in the Applicable Legislation, required to be registered with the Environment Agency .

Undertaker:

Any party having legal responsibility as the “undertaker” for a reservoir, as defined by The

Reservoirs Act 1975, or any subsequent similar regulation or legislation in the United Kingdom.

Small Reservoir:

A body of water held above ground level having a designated volume which is less than a Large Reservoir.

Conditions (things you must do)

The following are conditions of the insurance that the Insured need to meet as the Insured's part of this contract to which this Endorsement attaches. If the Insured does not meet any of these conditions and that either causes a claim or contributes to a claim, the Insurer may reject that claim or payment in respect of that claim could be reduced.

It is a condition of this insurance that:

the Insured must ensure that each reservoir for which the Insured becomes the Undertaker, is registered with the Environment Agency in accordance with the requirements of the Applicable Legislation in force at that time. in respect of each reservoir for which the Insured becomes the undertaker, the Insured must:

- **have a risk assessment carried out; and then**
- **put in place a regular inspection regime;**

if required by the Environment Agency, under the Applicable Legislation. The Insured must keep written records of all risk assessments and inspections, complete with all recommendations made, for inspection by the Insurer if they require.

Exclusion (what is not covered)

The Insurer will not indemnify the Insured against legal liability arising out any Large Reservoir for which the Insured is the Undertaker, unless the Large Reservoir has been advised to and accepted by us before the Occurrence which results in a Claim.

All other terms, conditions, exclusions and limitations remain unchanged.

PROPERTY SECTION

PORTABLE ITEMS

Territorial Limits – UK

Member Club Equipment	£2,000
Member Club Trophies (per Club)	£500
Stock of Fish- defined separately below (per club/fishery)	£25,000

Excess: £250

11.1 Sporting Kit and Equipment Condition

Portable Items

In the event of Damage to any of the Portable Items at the Premises or within the Territorial Limits stated in the Schedule, including whilst in Transit, directly caused by accidental Damage from any cause (including those as defined by Perils 2.1. to 2.11. inclusive under Material Damage), subject to the exclusions detailed in policy wording, We will pay to You the value of the Property Insured at the time of its loss or destruction or the amount of the Damage or at Our option reinstate or replace or repair such Property Insured or any part of it.

Insured Perils

2.1 FIRE, 2.2 LIGHTNING or THUNDERBOLT, 2.3 EXPLOSION, 2.4 AIRCRAFT, 2.5 EARTHQUAKE, 2.6 STORM OR TEMPEST (excluding loss or Damage directly or indirectly caused by Flood or frost; FLOOD; BURSTING or OVERFLOWING or LEAKAGE of water pipes, water mains, water tanks or water apparatus domestic boilers or oil fired heating installations), 2.7 RIOT, CIVIL COMMOTION STRIKERS LOCKED-OUT WORKERS OR PERSONS TAKING PART IN LABOUR DISTURBANCES OR MALICIOUS PERSONS, 2.8 IMPACT, 2.9 THEFT OR ATTEMPTED THEFT, 2.10 SPINKER LEAKAGE, 2.11 SUBSIDENCE, GROUND HEAVE or LANDSLIP

DAMAGE TO FISH STOCK

Damage to fish stock is excluded other than damage caused by Storm, Malicious Damage, Theft or Death caused by Koi Herpes Virus (KHV) or Spring Viraemia of Carp (SVP), providing that the following safeguards have happened and the following preventative measures are in place:

- i) Dip-tanks are in place at the fishery and their use is mandatory for all nets, unhooking mats and weighing slings / fish retention devices, whether belonging to the individual angler or provided for anglers' use by the fishery.
- ii) The fishery should regularly monitor fishery health and should maintain appropriate records.
- iii) The fishery must report promptly to the Environment Agency in the event that any diseased or distressed fish are observed or reported in the fishery and should take appropriate action as advised by the Environment Agency.
- iv) The appropriate Environment Agency permits and permissions must be received and agreed in respect of any fish being moved and or introduced to the fishery

In respect of the Club Property Insurance the following theft restrictions apply and must be complied with for a successful claim to be considered;

Theft or attempted Theft from

any unattended vehicle unless:

- a. all doors and windows are closed and securely locked and the vehicle manufacturer's security systems are in operation;
- b. entry to the vehicle has been effected by forcible and violent means;
- c. all items are stored out of sight in a locked boot or covered luggage area whilst in a vehicle that has been fully secured.

any Building not owned by You unless;

- a. the Property Insured is the personal custody of You, any Employee or club member; or
- b. the Property Insured is locked within the aforesaid Building and entry has been effected by forcible and violent means.

Your Premises when closed for Business and at all other appropriate times when left unattended, unless the intruder alarm and security precautions are in operation and entry has been effected by forcible and violent means.

CONSEQUENTIAL LOSS SECTION

Income/Revenue in respect of losses following damage to Fish stock	£5,000
Excess:	£250

MONEY SECTION

Money in Transit	£5,000
Money on Business Premises (Working Hours)	£5,000
Money on Business Premises (Outside Working Hours)	£Not Insured
Money in Safe of Strong room	£5,000
Money in Personal Custody	£ 500
Excess:	£50

SUPPLEMENTARY CLAUSES APPLICABLE

31.1-3 PA following Assault

GLASS SECTION

External Glass	Yes
Internal Glass	Yes
Advertising or identification signs:	No

EXTENSIONS

Temporary Shuttering	£1,000
Damage to Frames	£1,000
Signwriting	£1,000

Summary of Personal Accident Cover

Capital Benefits £5,000 The percentage of this amount which is Payable for each of events 4.1.1 to 4.1.6 as detailed in the policy document:

Benefit Clause	Benefit Description	Benefit Percentage	Benefit amount
4.1.1	Death of Insured Persons aged 18 years and over	100%	£5000
	Death of Insured Persons aged less than 18 years.	20%	£1000
4.1.2	Total and irrecoverable loss of use of all sight in both eyes and/or total and irrecoverable loss of use of both hands or both feet or of one hand and one foot.	100%	£5000
4.1.3	Total and irrecoverable loss of use of one hand or one foot together with total and irrecoverable loss of all sight in one eye.	100%	£5000
4.1.4	Total and irrecoverable loss of all sight in one eye or total and Irrecoverable loss of use of one hand or one foot.	100%	£5000
4.1.5	Total and permanent disablement (other than disablement resulting from Events referred to in Capital Benefits 4.1.2, 4.1.3. and 4.1.4.) from engaging in or attending to any profession, business or Occupation whatsoever provided always that the benefits shall not be payable until such Disablement has continued for a period of 12 calendar months.	100%	£5000
4.1.6	If the Insured Person becomes totally and permanently disabled as a result of injury sustained whilst travelling to or from an event in which they are engaged to play for the Insured, We will pay 20% of the applicable capital benefits shown on the Policy Schedule.	20%	£1000
Extension		Section Limit	
	Loss of income caused by Illness by Weil's Disease (Leptospirosis).	£50 per week	
	Loss of two eyes	£50 per week up to a maximum of 52 weeks an excess of 14 days applies	
	Permanent total disablement	£50 per week up to a maximum of 52 weeks an excess of 14 days applies	
	Temporary total disablement	£50 per week up to a maximum of 52 weeks an excess of 14 days applies	
Condition			
The benefits payable under this section will only respond should You be wearing a Buoyancy Aid or Lifejacket whilst aboard a watercraft.			

Key General Exclusions

We will not be liable for any Bodily Injury or Disablement directly or indirectly resulting from:

- 5.1. Suicide or attempted suicide, intentional self-injury or deliberate exposure to unusual danger (except in an attempt to save life), or Your or the Insured Person's own criminal act, or an insured person being under the influence of alcohol or drugs, or suffering from mental sickness, nervous anxiety, depression, emotional disorders or stress related conditions or complaints (even if the mental sickness, nervous anxiety, depression or stress related conditions or complaints arose out of a physical Accident or Bodily Injury).
- 5.2. The Insured Person engaging in or taking part in any sport/s other than the sport/s nominated in the Policy Schedule.

- 5.3. Driving or riding in any kind of race, or the Insured Person taking part in hazardous sports, pursuits or pastimes not declared to Us, or engaging in naval, military or air force services or operations.
- 5.4. War.
- 5.5. Death, Bodily Injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Furthermore this Policy also excludes death, Bodily Injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

- 5.6. Any pre-existing defect, infirmity or sickness at the time of the Insured Person's Bodily Injury.
- 5.7. The Insured Person engaging in air travel except as a passenger in a properly licensed multi-engine aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial concern.
- 5.8. All claims arising out of unreasonable failure to seek or follow medical advice.
- 5.9. Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC), howsoever this syndrome has been acquired or may be named.
- 5.10. Ionising radiation or radioactive contamination.
- 5.11. Contracting a sexually transmitted disease, pregnancy, childbirth, miscarriage, abortion or infertility treatment and also medical operations or treatments which are not medically necessary, including cosmetic or beauty treatments.
- 5.12. Any medical or surgical procedure performed on the Insured Person for any gradually developing bodily deterioration whatever the cause of that deterioration.
- 5.13. Sickness, disease or disorder of any kind.

This document is intended to be a summary of cover and full copies of the policy wordings including terms, condition & exclusions are available on request. For any queries concerning the details above, please contact Howden on 0121 698 8000, who are the Insurance Brokers for the Angling Trust.

Details of the Angling Trust recognised activity and additional information regarding your membership insurance can be located at Howden Angling Trust Insurance Centre <https://www.howdengroup.com/uk-en/angling-trust>

Incident Notification Guidelines

It is important that all incidents that may give rise to a claim are reported to us as soon as possible after the event. This will enable Insurers to carry out investigations at an early stage whilst information relating to the claim remains fresh in the mind. This will also ensure that you are complying fully with your policy terms and conditions.

In order to achieve this, we ask that you notify us immediately of any incident that involves:

- a fatal accident
- an injury involving either referral to or actual hospital treatment
- any allegations of libel/slander
- any allegations of Professional Negligence i.e. arising out of tuition, coaching or advice given
- any investigation under any child protection legislation
- any circumstance involving damage to third party property
- any head injury that requires medical treatment (Doctor or Hospital)
- any fracture other than to fingers, thumbs or toes.
- any amputation, dislocation of the shoulder, hip, knee or spine
- loss of sight (whether temporary or permanent)
- any injury resulting from electrical shock or burn, leading to unconsciousness or requiring resuscitation or admittance to hospital for more than 24 hours
- any other injury leading to hypothermia, heat induced illness or to unconsciousness which requires resuscitation or admittance to hospital for more than 24 hours
- loss of consciousness caused by asphyxia or by exposure to a harmful substance or biological agent

Please note the above list is not exhaustive and if you are unsure as to whether an incident should be reported, then please do not hesitate to contact Howden Claims Department for further advice.

Additional guidance for reporting safeguarding matters can be located at <http://www.howden-sites.co.uk/uploads/documents/docs//Safeguarding-in-Sport-HUG-BJLLP.pdf>

We would remind you that in NO circumstances should you admit liability or agree to pay for any damage caused as this may prejudice the position of Insurers and COULD result in the withdrawal of any indemnity.

Finally, please note that this is a Liability Policy where Insurers decide if negligence attaches to you. Therefore any payments you make to any third parties will not necessarily be reimbursed.

Incident Recording Guidelines

We would recommend that a designated person within your organisation is made responsible to record any reportable accident. Records must be kept for at least 6 years and significantly longer where the incident involves a minor. Names and addresses of any possible witnesses should also be recorded.

Current legislation does not specify the format of an accident register but the Accident Book BI 510 obtainable from HMSO is frequently used and is approved by the Information Commissioner for D&A Compliance.

The register must contain the following information relating to all reportable accidents or dangerous occurrences:

- date and time of accident
- as regards a person at work - full name; occupation; nature of injury; age
- as regards a person not at work - full name; status (e.g. customer); nature of injury; age
- place where accident occurred
- a brief description of the circumstances
- method by which the event was reported

Reporting Incident to Health & Safety Executive

You may also have obligations under the RIDDOR regulations to report incidents to the HSE. For further information log onto the HSE website www.hse.gov.uk/riddor.