

# SPORTSCOVER™

## POLICY SCHEDULE

You will only be entitled to insurance cover under the below section or sections

<b>Policy Numbers</b>	PLON99/0085043 (Property) PLON99/0085044 (Public & Employers Liability and Professional Indemnity) PLON99/0085045 (Directors & Officers) PLON99/0085046 (Personal Accident)
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### Policyholder

<b>The Insured</b>	Member Clubs/Syndicates of the Angling Trust
<b>Address</b>	Address details of each individual held by Angling Trust
<b>Sport/Activities</b>	Angling

### Period of Insurance

<b>From</b>	25 <sup>th</sup> July 2019	<b>To</b>	24 August 2020
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<b>Territorial Limits</b>	Territorial Limit 32.3 is amended to read:  elsewhere in the world excluding the United States of America and Canada, their territories, possessions, dependencies or protectorates in respect of Bodily Injury or Property Damage caused by Products, unless otherwise specified on the Schedule. However this exclusion shall not apply to temporary visits of not more than 90 days of non-residents of the United States of America.
<b>Underwritten by</b>	Certain Underwriters at Lloyd's
<b>General Conditions</b>	None

# SPORTSCOVER™

**AUTHORISED SIGNATURE**

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

Dated in London 8 October 2019

<b>Cover Provided</b>	<p><b>PUBLIC &amp; PRODUCTS LIABILITY</b></p> <p>(Underwritten by Sportscover Europe Ltd on behalf of Allianz Global Corporate and Specialty under contract reference B0750RNAFB1903641)</p> <p>Limit of Indemnity: £10,000,000 any one Occurrence, but limited to £10,000,000 in the aggregate in respect of Products Liability</p> <p>Excess: £250</p> <p><b>Sub Contractors Condition</b></p> <p>It is a condition precedent to Our liability that 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 £2,000,000 throughout the duration of their contract with You.</p> <p>You shall undertake to obtain and retain documentary evidence of the said Insurances, prior to the commencement of any contract.</p> <p><b>Charter Fishing Exclusion</b> (Applicable to this Public &amp; Products Liability Section only)</p> <p>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.</p> <p>The Insurer will not Indemnify the Insured against legal liability for the provision of Charter Fishing irrespective of length of the craft.</p> <p><b>Abuse Extension</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">Retroactive Date:</td> <td style="width: 30%;">Limit of indemnity:</td> <td></td> </tr> <tr> <td>A.</td> <td>25/7/2016</td> <td>A.£2,500,000 any one claim and in the aggregate</td> </tr> <tr> <td>B.</td> <td>N/A</td> <td>B.£500,000 any one claim and in the aggregate</td> </tr> <tr> <td>C.</td> <td>N/A</td> <td>C.£100,000 any one claim and in the aggregate in respect of Insuring Agreement 2 only</td> </tr> </table> <p>Excess: £1,000 each and every claim</p> <p>This Extension is on a "claims made" basis. It only covers claims made You and notified to the Insurer during the Period of Insurance.</p> <p><u>Operative Clause</u></p> <p>Subject to the terms, conditions, definitions and exclusions of this Policy (other than as amended by this Extension), despite "Exclusions (what is not covered): 8.2", the Insurer agrees to Indemnify You against:</p> <p>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;</p> <p>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;</p> <p>resulting from Abuse or attempted Abuse committed or alleged to have been committed after the applicable Retroactive Date, provided that the Insurer's liability will not exceed:</p> <ol style="list-style-type: none"> <li>i. the applicable Limit of indemnity stated in this Extension in respect of the applicable Retroactive Date; but not</li> <li>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.</li> </ol>	Retroactive Date:	Limit of indemnity:		A.	25/7/2016	A.£2,500,000 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
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<b>Cover Provided</b>	<p><u>Definitions</u></p> <p>Abuse means circumstances where:</p> <ul style="list-style-type: none"><li>a) You had a responsibility (either explicit or implied) for the welfare and well-being (physical, mental, and/or spiritual) of the victim and were in breach of this duty to protect those Your care either through negligence or vicariously for the acts and/or omissions of Your Employees, Members, volunteers, etc.</li><li>b) Abuse may be physical, sexual or psychological in nature.</li></ul> <p>Abuse includes:</p> <ul style="list-style-type: none"><li>i. behaviour which sexualises the victim and uses the victim for sexual gratification.</li><li>ii. the sexual interaction between two minors if there is a perceived difference in power between the victim and the Abuser.</li><li>iii. the imposition of an excessively harsh regime through which there is a systematic assault or maltreatment of the victim over a period of time, but this would not include a single incidence of physical assault.</li><li>iv. the deliberate pre-meditated maltreatment of the victim by an individual in a position of responsibility.</li></ul> <p>Abuse does not include:</p> <ul style="list-style-type: none"><li>i. schoolyard and workplace bullying</li><li>ii. 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.</li></ul> <p>Abuse which commenced or is alleged to have commenced after:</p> <ul style="list-style-type: none"><li>c) "Retroactive Date C" and which is proven to have continued beyond:<ul style="list-style-type: none"><li>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";</li><li>ii. "Retroactive Date A" will be treated as having commenced after "Retroactive Date A" and will be subject to "Limit of indemnity A";</li></ul></li><li>d) "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".</li></ul> <p>Abuser means the individual who committed or is alleged to have committed any Abuse or attempt at Abuse.</p> <p><u>Exclusions</u></p> <p>The Insurer will not:</p> <ul style="list-style-type: none"><li>1. Indemnify You for any liability for which You are entitled to indemnity under any other insurance.</li><li>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.</li><li>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.</li><li>4. Indemnify any Abuser.</li><li>5. Indemnify You against;<ul style="list-style-type: none"><li>a) any fines or penalties or the costs of defending criminal proceedings</li><li>b) punitive, exemplary, aggravated and/or multiple damages.</li></ul></li><li>6. Indemnify You for any liability arising out of any failure to comply with procedural guidelines established by You concerning Abuse.</li></ul>
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<p><b>Cover Provided</b></p>	<p>7. Indemnify any person who has or has been alleged to have:</p> <ul style="list-style-type: none"> <li>a) authorised or permitted Abuse;</li> <li>b) disregarded knowledge of Abuse;</li> <li>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;</li> <li>d) aided or contributed to or supported Abuse; or</li> <li>e) intentionally or wilfully failed to comply with any procedure, regulation or licence designed to protect children or vulnerable adults from Abuse.</li> </ul> <p><u>Conditions</u></p> <ol style="list-style-type: none"> <li>1. You must bear the Excess (inclusive of costs and expenses in the defence or settlement of each claim) stated in this Extension</li> <li>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):             <ul style="list-style-type: none"> <li>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</li> <li>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.</li> </ul> </li> <li>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.</li> </ol> <p>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.</p> <ol style="list-style-type: none"> <li>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.</li> <li>5. You must provide a written claims declaration to the Insurer upon each renewal negotiation of the Policy.</li> </ol> <p><b>RESERVOIRS ENDORSEMENT</b></p> <p>Definitions</p> <p>Applicable Legislation: The Reservoirs Act 1975; Flood and Water Management Act 2010 ("FWMA"); or any subsequent similar regulation or legislation in the United Kingdom.</p> <p>Large Reservoir: A body of water held above ground level, having a designated volume of at least &lt;25,000&gt; cubic metres or any alternative minimum volume stated in the Applicable Legislation, required to be registered with the Environment Agency .</p> <p>Undertaker:</p> <p>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.</p> <p>Small Reservoir:</p> <p>A body of water held above ground level having a designated volume which is less than a Large Reservoir.</p> <p>Conditions (things you must do)</p> <p>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</p>
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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

## **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.

## **Cover Provided**

## **PROFESSIONAL INDEMNITY**

(Underwritten by Sportscover Europe Ltd on behalf of Allianz Global Corporate and Specialty under contract reference B0750RNAFB1903641)

Limit of Indemnity: £10,000,000 any one Claim, limited to £10,000,000 in the aggregate.

Retroactive Date 25/07/16

Excess: £Nil

## **EMPLOYERS LIABILITY**

(Underwritten by Sportscover Europe Ltd on behalf of Allianz Global Corporate and Specialty under contract reference B0750RNAFB1903641)

Limit of Indemnity: £10,000,000 any one Occurrence.

Excess: £NIL

## **DIRECTORS & OFFICERS LIABILITY**

(Underwritten by Sportscover Europe Ltd on behalf of Allianz Global Corporate and Specialty under contract reference B0750RNAFB1903641)

<b>Cover Provided</b>	Limit of Indemnity: £5,000,000 Any one Occurrence, limited to £5,000,000 in the aggregate.
	Excess: £250
	<b>CORPORATE REIMBURSEMENT</b>
	Limit of Indemnity: £5,000,000 Any one Occurrence, limited to £5,000,000 in the aggregate.
	Excess: £250
	Retroactive Date 25/07/16
	Amendment to Definition 6 (Director and/or Officer)
	For the purpose of clarification and despite Definition 6 of <b>Your Policy</b> , Definition 6 of <b>Director and/or Officer</b> is deemed not to exclude any Trustee of a member club or member organisation of the Angling Trust, but only for and to the extent of the Trustee's activities in their capacity as a Trustee of a member club or member organisation of the Angling Trust.
	<b>PROPERTY</b>
	(Underwritten by Sportscover Europe Ltd on behalf of Allianz Global Corporate and Specialty under contract reference B0750RNAFB1903641)
	<b>PORTABLE ITEMS SECTION</b>
	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	
<b>DAMAGE TO FISH STOCK</b>	
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.	
<b>CONSEQUENTIAL LOSS SECTION</b>	
Income/Revenue in respect of losses following damage to stock £5,000	
Excess: £250	
<b>MONEY SECTION</b>	
Money in Transit £5,000	
Money on Business Premises (Working Hours) £5,000	
Money on Business Premises (Outside Working Hours) £Not Insured	

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Money in Safe of Strongroom	£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

### PERSONAL ACCIDENT

(Underwritten by Antares Managing Agency Ltd under contract reference B0750RNAFB1803622)

Clause 4.1 Capital Benefits	The percentage of this amount which is	£5,000
	Payable for each of events 4.1.1 to 4.1.6	

The benefits payable will be the following percentage of the capital benefits specified above.

4.1.1. Death of Insured Persons aged 18 years and over.	100%
Death of Insured Persons aged less than 18 years.	20%
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%
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%
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%
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%
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.	

#### Extension:

Loss of income caused by Illness by Weil's Disease (Leptospirosis). Section limit £50 per week



# SPORTSCOVER™

## Benefits

Loss of two eyes  
14 days applies £50 per week up to a maximum of 52 weeks, an excess of

Permanent total disablement  
14 days applies £50 per week up to a maximum of 52 weeks, an excess of

Temporary total disablement  
14 days applies £50 per week up to a maximum of 52 weeks, an excess of

## Condition

The benefits payable under this section will only respond should You be wearing a Buoyancy Aid or Lifejacket whilst aboard a watercraft.