

POLICY SCHEDULE

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


Policy Numbers	PLON99/0085043, PLON99/0085044 , PLON99/0085045, PLON99/0085046
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Policyholder

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

Period of Insurance

From	25 th July 2018	To	24 th July 2019
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Territorial Limits	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.
Underwritten by	Certain Underwriters at Lloyd's
General Conditions	None
	<p>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.</p> 

Cover Provided	<p>PUBLIC & PRODUCTS LIABILITY</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>Sub Contractors Condition</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>Limited Marine Extension (Applicable to this Public & Products Liability Section only)</p> <p><u>Definition - Charter Fishing:</u> Fishing from a vessel carrying a passenger or passengers for hire that are engaged in recreational fishing.</p> <p><u>Cover</u></p> <p>In accordance with the exclusions, conditions and definitions of this Policy, but despite Exclusion 6.3 to the Public & Products Liability Section of this Policy, the Insurer will:</p> <ol style="list-style-type: none"> 1. Indemnify the Insured for their legal liability to pay Compensation; and 2. Costs and expenses incurred with Our consent; <p>as a result of:</p> <ol style="list-style-type: none"> a) accidental Bodily Injury to any person other than any Employee; or b) accidental Property Damage; <p>arising out of the ownership, maintenance, operation, preparation or use by or on behalf of the Insured of any Watercraft or vessel which is 8 metres or less in length, provided that:</p> <ol style="list-style-type: none"> i) a more specific policy of marine liability insurance is in force in respect of that Watercraft under which policy the Insured is Indemnified against legal liability arising out of that Watercraft; and ii) the more specific policy of marine liability insurance: <ol style="list-style-type: none"> a) fails to Indemnify the Insured because of an exclusion; or b) the Insured's liability exceeds the limit of liability or limit of indemnity under that policy, in which circumstances the Insurer will Indemnify the Insured for the amount by which a claim exceeds the limit of liability or limit of indemnity under that policy, subject to the applicable limit of indemnity specified in the Schedule. <p><u>Exclusions (what is not covered)</u></p> <p>The Insurer will not Indemnify the Insured under this Extension against legal liability:</p> <ol style="list-style-type: none"> 1. arising out of the use by or on behalf of the Insured of any Watercraft: <ol style="list-style-type: none"> i) for Charter Fishing irrespective of length; ii) in circumstances which require a policy of marine liability insurance or security under any law governing navigation of vessels at sea; iii) outside UK Territorial waters. 2. in circumstances where the more specific policy of marine insurance fails to Indemnify the Insured because of a breach of a policy condition. <p>Abuse Extension</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>	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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<p>Cover Provided</p>	<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> <ul style="list-style-type: none"> 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. <p><u>Definitions</u></p> <p>Abuse means circumstances where:</p> <p>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.</p> <p>b) Abuse may be physical, sexual or psychological in nature.</p> <p>Abuse includes:</p> <ul style="list-style-type: none"> i. behaviour which sexualises the victim and uses the victim for sexual gratification. ii. the sexual interaction between two minors if there is a perceived difference in power between the victim and the Abuser. 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. iv. the deliberate pre-meditated maltreatment of the victim by an individual in a position of responsibility. <p>Abuse does not include:</p> <ul style="list-style-type: none"> i. schoolyard and workplace bullying 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. <p>Abuse which commenced or is alleged to have commenced after:</p> <p>c) "Retroactive Date C" and which is proven to have continued beyond:</p> <ul style="list-style-type: none"> 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"; <p>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".</p>
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Cover Provided	<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> <ol style="list-style-type: none">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;<ol style="list-style-type: none">a) any fines or penalties or the costs of defending criminal proceedingsb) 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:<ol style="list-style-type: none">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; ore) intentionally or wilfully failed to comply with any procedure, regulation or licence designed to protect children or vulnerable adults from Abuse. <p><u>Conditions</u></p> <ol style="list-style-type: none">1. You must bear the Excess (inclusive of costs and expenses in the defence or settlement of each claim) stated in this Extension2. 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):<ol style="list-style-type: none">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; butb) 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. <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">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.
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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

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.

PROFESSIONAL INDEMNITY

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

Cover Provided

Cover Provided	<p>Retroactive Date 25/07/16</p> <p>Excess: £Nil</p> <p><u>Cyber Extension</u></p> <p>This Extension forms part of, and is to be read in conjunction with Section B - Professional Indemnity. All terms, Definitions Conditions and Exclusions noted apply.</p> <p>This extension is Claims Made.</p> <p>Limit of Liability: £250,000 any one loss and in the aggregate any one Period of Insurance inclusive of all legal costs incurred.</p> <p>Excess: £250 each and every Claim</p> <p><u>Operative Clause</u></p> <p>If, solely as a result of The Business, during the Period of Insurance and after the Retroactive Date, a Claim is made against the Insured arising directly or indirectly from;</p> <p>the content of the Insured's website, email, intranet or extranet, including alterations or additions made by a hacker, for actual or alleged;</p> <p>infringement of any intellectual property rights, including any copyright, trademark, passing off or linking to or framing of another page; or</p> <p>defamation, including libel, slander or malicious falsehood; or</p> <p>the negligent transmission of a computer virus to anyone with whom the Insured does business or to anyone who uses the Insured's website in the course of their business; or</p> <p>a breach, violation or infringement of any right to privacy, consumer data protection law, or other legal protection for personal data; or</p> <p>the unauthorised collection or misuse of any data concerning any customer or potential customer which is either confidential or subject to statutory restrictions on its use and which the Insured obtained through the internet or extranet or website and hold electronically,</p> <p>We will indemnify the Insured against the sums the Insured has to pay as compensation.</p> <p>Furthermore We shall pay legal costs incurred with Our prior consent, but We will not pay costs for any part of a claim not covered under Section B.</p> <p><u>Data Protection Act 1998</u></p> <p>We will indemnify the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Data Protection Act 1998 committed or alleged to have been committed during the Period of Insurance including costs of prosecution awarded against the Insured and legal costs and expenses incurred with the consent of The Company in an appeal against conviction arising from such proceedings.</p> <p>Provided that We shall not be liable for the payment of fines or penalties imposed upon the Insured.</p> <p><u>Conditions</u></p> <p>We will not make any payment under this Extension if the Insured has failed to:</p> <p>take reasonable steps to use, maintain and upgrade any program which protects against computer viruses or any unauthorised use of or access to the Insured's computer system, network, electronic link or website;</p> <p>make back-up copies of any data, file or program at reasonably frequent intervals;</p> <p>cancel any username, password or other security protection after the Insured became aware or had reasonable grounds to suspect that it had been made available to any unauthorised person; or take reasonable steps to ensure that all personal data held by the Insured is encrypted</p>
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EMPLOYERS LIABILITY

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

Excess: £NIL

DIRECTORS & OFFICERS LIABILITY

Limit of Indemnity: £5,000,000 Any one Occurrence, limited to £5,000,000 in the aggregate.

Excess: £250

CORPORATE REIMBURSEMENT

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 **Your Policy**, Definition 6 of **Director and/or Officer** 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 trustee of The Angling Trust.

PROPERTY

PORTABLE ITEMS SECTION

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

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.

CONSEQUENTIAL LOSS SECTION

Income/Revenue in respect of losses following damage to stock £5,000

Excess: £250

SPORTSCOVER™

Schedule.

Extension:

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

Benefits

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.