

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 and Fish Legal
Address	Address details of each individual held by Angling Trust
Sport/Activities	Angling

Period of Insurance

From	25 th July 2017	To	24 th July 2018
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Territorial Limits	<p>Territorial Limit 32.3 is amended to read:</p> <p>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.</p>
Underwritten by	Certain Underwriters at Lloyd's
General Conditions	None
	<p>AUTHORISED SIGNATURE</p> <p>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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PROFESSIONAL INDEMNITY

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

Retroactive Date 25/07/16

Excess: £Nil

Cyber Extension

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.

This extension is Claims Made.

Limit of Liability: £250,000 any one loss and in the aggregate any one Period of Insurance inclusive of all legal costs incurred.

Excess: £250 each and every Claim

Operative Clause

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;

the content of the Insured's website, email, intranet or extranet, including alterations or additions made by a hacker, for actual or alleged;

infringement of any intellectual property rights, including any copyright, trademark, passing off or linking to or framing of another page; or

defamation, including libel, slander or malicious falsehood; or

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

a breach, violation or infringement of any right to privacy, consumer data protection law, or other legal protection for personal data; or

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,

We will indemnify the Insured against the sums the Insured has to pay as compensation.

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.

Data Protection Act 1998

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.

Provided that We shall not be liable for the payment of fines or penalties imposed upon the Insured.

Conditions

We will not make any payment under this Extension if the Insured has failed to:

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;

make back-up copies of any data, file or program at reasonably frequent intervals;

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

Cover Provided

Cover Provided	<p>EMPLOYERS LIABILITY</p> <p>Limit of Indemnity: £10,000,000 any one Occurrence. Excess: £NIL</p> <p>DIRECTORS & OFFICERS LIABILITY</p> <p>Limit of Indemnity: £5,000,000 Any one Occurrence, limited to £5,000,000 in the aggregate. Excess: £250</p> <p>CORPORATE REIMBURSEMENT</p> <p>Limit of Indemnity: £5,000,000 Any one Occurrence, limited to £5,000,000 in the aggregate. Excess: £250 Retroactive Date 25/07/16</p> <p>PROPERTY</p> <p>PORTABLE ITEMS SECTION</p> <p>Territorial Limits – UK</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">Member Club Equipment</td> <td style="text-align: right;">£ 2,000</td> </tr> <tr> <td>Member Club Trophies (per Club)</td> <td style="text-align: right;">£ 500</td> </tr> <tr> <td>Stock of Fish- defined separately below (per club/fishery)</td> <td style="text-align: right;">£25,000</td> </tr> </table> <p>Excess: £250</p> <p>11.1 Sporting Kit and Equipment Condition</p> <p>DAMAGE TO FISH STOCK</p> <p>Damage to fish stock is excluded other than damage caused by Storm Malicious Damage, Theft or Death caused by Koi Herpes Virus(KHV) and Spring Viraemia of Carp(SVP) providing that the following safeguards have happened and the following preventative measures are in place - i) Driptanks in place for Nets, ii) Own unhooking mats and slings, iii) Specific bait used, iv) health check carried out on fish before being stocked, v) permits and full health check required for fish to be moved and introduced to the pool, vi) Stock take and health check done every two years</p> <p>CONSEQUENTIAL LOSS SECTION</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">Income/Revenue in respect of losses following damage to stock</td> <td style="text-align: right;">£5,000</td> </tr> </table> <p>Excess: £250</p> <p>MONEY SECTION</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">Money in Transit</td> <td style="text-align: right;">£5,000</td> </tr> <tr> <td>Money on Business Premises (Working Hours)</td> <td style="text-align: right;">£5,000</td> </tr> <tr> <td>Money on Business Premises (Outside Working Hours)</td> <td style="text-align: right;">£Not Insured</td> </tr> <tr> <td>Money in Safe of Strongroom</td> <td style="text-align: right;">£5,000</td> </tr> <tr> <td>Money in Personal Custody</td> <td style="text-align: right;">£ 500</td> </tr> </table> <p>Excess: £50</p> <p>SUPPLEMENTARY CLAUSES APPLICABLE</p> <p>31.1-3 PA following Assault</p>	Member Club Equipment	£ 2,000	Member Club Trophies (per Club)	£ 500	Stock of Fish- defined separately below (per club/fishery)	£25,000	Income/Revenue in respect of losses following damage to stock	£5,000	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 Strongroom	£5,000	Money in Personal Custody	£ 500
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