



#### **POLICY SCHEDULE**

The Insured will only be entitled to insurance cover under the section or sections which are have selected and for which you have paid the required premium which is inclusive of you Angling Trust annual membership. This schedule together with the policy wording, any endorsements or certificates and any other information supplied shall form the basis of the contract between us and as such shall be read together as one document.

Policy number(s)

PLON99/0075700-0075702

#### Policyholder

The Insured	Member clubs of The Angling Trust as declared to underwriters
Address	c/o Eastwood House, 6 Rainbow Street, Leominster, Herefordshire, HR6 8DQ
Sport/Activities	Angling and associated club activities
Membership	1422 Member Clubs as declared to underwriters by The Angling Trust at inception

#### **Insurance Intermediary**

Name	JRW Group Services Limited
Address	The Royals, Altrincham Road, Manchester M22 4BJ

## **Period of Insurance** (both days inclusive)

Duration	Member clubs of The Angling Trust renewing their annual membership during the period of 01/01/2013 to 31/12/2013. Cover runs concurrently with membership.
	Member clubs of The Angling Trust who do not and have not held Liability Insurance for the period from 01/01/2013 up to their 2013 Angling Trust membership renewal date.

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.

#### **Authorised Signature**



## Premium Summary

Property	Not Insured
Employers Liability	Undisclosed
Sports Liability	Undisclosed
Directors & Officers Liability	Undisclosed
Amateur Sports Injury	Not Insured
Combined Premium	Undisclosed
Insurance Premium Tax (6%)	Undisclosed
TOTAL	Undisclosed

in association with



insure4sport are authorised and regulated by the Financial Services Authority





## Property

Not Insured

# **Employers Liability**

Underwritten by	Amlin Syndicate 2001 at Lloyd's
Applicable to	Member club
Limit of Indemnity	£10,000,000
	£5,000,000 terrorism and asbestos
Wages & Salaries	Up to £10,000 per annum
Excess	£Nil

# **Sports Liability**

Public Liability	
Underwritten By	Sportscover Syndicate 3334 at Lloyd's
Applicable to	Member club
Sum Insured	Limit of Indemnity any one occurrence for the Sport/Activities detailed above £10,000,000
Excess	£Nil

# **Professional Indemnity**

Underwritten By	Sportscover Syndicate 3334 at Lloyd's
Applicable to	Member club
Sum Insured	Limit of Indemnity any one occurrence for the Sport/Activities detailed above $\pm 10,000,000$ Aggregate Limit $\pm 10,000,000$
Excess	£Nil
Retroactive Date	01/01/2008 or the start date of uninterrupted 'claims made' cover being in force for which evidence of such has been retained, whichever is the latter.

# **COVER AMENDMENTS**

## (1) 1.19. & 6.10. Territorial Limits

Definitions 1.19. and 6.10. of the policy are amended to read:

Anywhere in the world excluding the United States of America or its Territories or Protectorates. However this exclusion shall not apply to temporary visits of not more than 90 days of non residents of the United States of America.

## (2) 3.15. & 10.1.11. Jurisdiction

Exclusions 3.15. and 10.1.11 of the policy are amended to read:

Any claims brought against The Insured under the jurisdiction of the United States of America





### Sports Liability continued

### **COVER EXTENSION**

### (1) Abuse

Limit of Indemnity£5,000,000Excess£NilRetroactive Date01/08/2008 unless otherwise agreed in writing by underwriters

This Extension is on a "claims made" basis. It only covers claims made against the Insured and notified to the Company 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), the Company hereby agrees to indemnify the Insured up to the Limit of Liability stated in this Extension against all sums which you become legally liable to pay by way of compensation (excluding punitive, exemplary, aggravated and/or multiple damages) as a result of a Claim or Claims arising from incidents that are subsequent to the Retroactive Date and first made against the Insured and notified in writing to the Company during the Period of Insurance stated in the schedule arising out of "Abuse" or attempt thereat committed or alleged to have been committed.

The Company will pay all costs, fees and expenses incurred with the prior written consent of the Company by the Insured in the defence of settlement of a Claim or Claims made against the Insured but not exceeding in total the Limit of Liability noted in this Extension.

The total aggregate liability during any one Period of Insurance for all liability including compensation, costs, fees and expenses shall not exceed the Limit of Liability noted in this Extension.

#### **Definition of Abuse**

ABUSE means circumstances where:

- (A) The Insured had a responsibility (either explicit or implied) for the welfare and well-being (physical, mental, and/or spiritual) of the victim and the original Insured was in breach of this duty to protect those in its care either through negligence or vicariously for the acts and/or omissions of its employees, members, volunteers, etc;
- (B) Abuse may be physical, sexual or psychological in nature.

Abuse includes:

- (1) Behaviour which sexualises the victim and uses the victim for sexual gratification.
- (2) The sexual interaction between two minors if there is a perceived difference in power between the victim and the abuser.
- (3) The imposition of an excessively harsh regime through which there is a systematic assault or maltreatment of the victim over a period of time, this would not include a single incidence of physical assault.
- (4) The deliberate pre-meditated maltreatment by an individual in a position of responsibility.

Abuse does not include:

- (1) Schoolyard and workplace bullying
- (2) Treatment / nursing malpractice or any error or omission in the provision of nursing or care treatment





## Sports Liability continued

#### Exclusions

The Company shall not be liable:

- (1) for any liability in respect of which the Insured is entitled to indemnity under any other insurance.
- (2) for any liability arising from Abuse or attempt thereat which occurred or is alleged to have occurred prior to the Retroactive Date specified in this extension.
- (3) for any liability arising from any facts and/or circumstances, of which the Insured had become aware prior to the commencement of the Period of Insurance, which a reasonable person in the Insured's position would have considered as facts and/or circumstances which may give rise to a Claims or Claims under this Policy.
- (4) to indemnify however so arising any perpetrator or alleged perpetrator of any Abuse or attempt thereat.
- (5) for any fines or penalties or the costs of defending and criminal proceedings.
- (6) for any liability arising out of any failure to comply with procedural guidelines established by the Insured concerning Abuse.
- (7) to 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) The Insured shall, as a condition precedent to indemnity under this Extension, ensure full compliance with all statutory legislation and requirements for dealing with minors.
- (2) The Insured shall bear the Excess (inclusive of costs and expenses) of any one Claim.

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) thereat suffered by any individual claimant shall be deemed to be arising out of one originating cause. If there is more than one claimant, all acts of Abuse or attempt(s) thereat suffered by each individual claimant shall be deemed to be arising out of separate original causes.

(3) The Insured must give notice in writing to the Company as soon as is reasonably practicable after becoming aware of any fact that may give rise to a Claim or Claims.





## **Directors & Officers Liability**

Underwritten By	Sportscover Syndicate 3334 at Lloyd's
Limit of Indemnity	£5,000,000
Aggregate Limit	£5,000,000
Excess	£250
Situation	Worldwide
Retroactive Date	01/08/2008 unless otherwise agreed by in writing by underwriters

#### **Cover Amendments**

## (1) 6.17. Territory and Jurisdiction

The indemnity provided by this Policy extends to Claims made anywhere in the world, except:

- 6.17.1. any Claims arising or for actions brought in or determined pursuant to the law of, the United States of America or its Territories or Protectorates; or
- 6.17.2. any Claims arising out of the enforcement of judgements, orders or awards obtained in or determined pursuant to the laws of the United States of America or or its Territories or Protectorates

### Amateur Sports Injury

Not Insured