



FISHERIES AND RIPARIAN OWNERS

Insure4Sport® is a trading name of JRW Group Services Ltd which is
Authorised and Regulated by the Financial Conduct Authority, No. 313411.

Thank you for choosing Insure4Sport.

Insure4Sport is a trading name of JRW Group Services Ltd which is authorised and regulated by the Financial Conduct Authority.

We have tried to make this document easy to read. However, we have still had to use some words that have a special meaning these are listed and explained in 'definitions'. From now on wherever a word with a definition is used it will be printed in bold type.

The next few pages give You a summary of the main policy benefits and terms and conditions, known as the Policy Summary (KeyFacts) and therefore does not contain the full terms which can be found further in this insurance booklet.


FISHERIES AND RIPARIAN OWNERS SUMMARY**NAME OF THE UNDERWRITER**

Accelerate Underwriting Ltd on behalf of Royal & Sun Alliance Insurance PLC.

TYPE OF INSURANCE AND COVER

This Insurance can provide cover for the following. Please refer to **Your Insurance Schedule** for details of the cover applicable to **You** as the insured person:

- Section 1 - Public Liability / Products Liability (compulsory)
- Section 2 - Professional Indemnity (compulsory)
- Section 3 - Employers' Liability (compulsory)

STANDARD FEATURES AND BENEFITS

Section	Significant Features & Benefits	Significant or Unusual Exclusions or Limitations
Section 1 - Public Liability / Products Liability	<ul style="list-style-type: none"> • Indemnity for third party Bodily Injury and third party Property Damage up to the limit defined in Your Insurance Schedule 	<ul style="list-style-type: none"> • Please see 'What is not covered' in the policy wording. • Malicious damage caused by You or others for whom You are responsible
Section 2 - Professional Indemnity	<ul style="list-style-type: none"> • Indemnity for Compensation sought following negligent act, error or omission in respect of advice or services provided for which you have received a fee in consideration up to the limit defined in your Insurance Schedule 	<ul style="list-style-type: none"> • Please see 'What is not covered' in the policy wording • Any claims made or threatened or in any way intimated prior to the inception date of the Insurance
Section 3 - Employers' Liability	<ul style="list-style-type: none"> • Indemnity to meet all sums including costs and expenses you become legally liable to pay as damages in the event of BODILY INJURY sustained by any employee which arises out of and in the course of their employment 	<ul style="list-style-type: none"> • Please see 'What is not covered' in the policy wording. • For BODILY INJURY to an EMPLOYEE in circumstances where compulsory insurance or security is required by Road Traffic Act legislation

PERIOD OF INSURANCE

The **Period of Insurance** as stated in **Your Insurance Schedule**.

YOUR RIGHT TO CANCEL

If **You** decide that for any reason, this policy does not meet **Your** insurance needs then please return it to Insure4Sport within 14 days of issue. On condition that no claims have been made or are pending a full refund will be available.

There after **You** may cancel the **Policy** at any time by informing Insure4Sport however no refund of premium will be payable.

OUR RIGHT TO CANCEL

We may at any time cancel any insurance document by sending 14 days notice to **You** at **Your** last known address. Provided the premium has been paid in full **You** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

MAKING A CLAIM

Should **You** wish to make a claim or report an incident that could give rise to a claim under this insurance please contact:

- **Telephone: +44 (0)800 112 4084**
- Post: Insure4Sport Insurance Claims Department, Davies Group, PO BOX 2801, Hanley, Stoke on Trent, ST4 5DN
- Email: newclaim.insure4sport@davies-group.com

OUR COMPLAINTS PROCEDURE

We are proud of the service that **We** provide and of **Our** careful selection of intermediaries **We** trust to service the **Policy**. Occasionally, things may go wrong and if this happens **We** have a procedure in place to fully investigate **Your** complaint and where appropriate, to make changes to prevent a recurrence.

- If **You** are unhappy with any element of the cover **We** provide or any aspect of **Our** service or have a cause for complaint, please, in the first instance, contact Insure4Sport.
- If **You** still have cause for complaint then contact The Managing Director, Accelerate Underwriting Limited, 3rd Floor, News Building, 3 London Bridge Street, London, SE1 9SG.
- If In the unlikely event that **Your** concerns have not been resolved, **Your** complaint will be referred to **Our** customer relations team who will arrange for an investigation on behalf of **Our** Chief Executive. Their contact details are as follows: RSA Customer Relations Team, P O Box 255, Wymondham, NR18 8DP or email crt.halifax@uk.rsagroup.com
- Complaints that still cannot be resolved may be referred to the Financial Ombudsmen Service: Financial Ombudsmen Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR.

YOUR RIGHTS

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

COMPENSATION

We are covered by the FSCS. If **We** are unable to meet **Our** financial obligations **You** may be entitled to Compensation from the scheme, depending on the type of insurance and the circumstances of the Claim.

For this type of insurance 90% of **Your** Claim is covered, without any upper limit. Further information about Compensation scheme arrangements is available at www.fscs.org.uk, and on 020 7741 4100, or 0800 678 1100.

FISHERIES AND RIPARIAN OWNERS POLICY WORDING

Effected with Accelerate Underwriting Ltd on behalf of Royal and Sun Alliance PLC by JRW Group Services Ltd, The Royals, Altrincham Road, Manchester M22 4BJ.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this policy shall become void and all claim hereunder shall be forfeited.

We must draw **Your** attention to a number of important features of this Insurance:

- This part of the document provides details of **Your Policy** and the terms and conditions that apply. The **Policy** is a legal contract between **You** and **Us**. The **Policy** wording and **Insurance Schedule** make one document and must be read together. Please keep them together
- The contract is based on the information **You** gave **Us** when **You** applied for the insurance
- **Your Policy** is in two parts – this **Policy** wording and the **Insurance Schedule**:

POLICY	SCHEDULE
<ul style="list-style-type: none"> • Exactly what is covered and what isn't • How to make a claim and how We will settle that claim • Our obligations to You • The terms and conditions You must comply with 	<ul style="list-style-type: none"> • The sections of the Policy that apply to you and the dates from which cover is in force • The various limits and sums insured that apply to Your cover • Any special terms that apply to Your Policy • Your Premium • Your Policy number

Our part of the contract is that **We** will provide the cover set out in this **Policy** wording:

- for those sections which are shown on **Your Insurance Schedule**
- for the insurance period set out on the same **Insurance Schedule**.

Your part of the contract is:

- **You** must pay the Premium as shown on **Your Insurance Schedule** for each insurance period
- **You** must comply with all the terms and conditions set out in this **Policy**.

If **You** do not meet **Your** part of the contract, **We** may turn down a claim, increase the Premium or **You** may find that **You** do not have any cover.

CONTENTS

Section	Page Number(s)
Welcome	2
Important Features	6
Claims	7
Important Information.....	8
Definitions.....	9
Section 1 – Public Liability / Products Liability	11
Section 2 – Professional Indemnity.....	13
Section 3 – Employers’ Liability	15
General Conditions	18
General Exclusions	19
Complaints Procedure	20

IMPORTANT FEATURES:

- **Insurance Booklet:** **You** should read this document carefully in conjunction with the **Insurance Schedule**. It gives details of what is and is not covered by the Insurance and the Conditions and Exclusions of the cover.
- **Conditions and Exclusions:** Conditions and exclusions will apply to individual sections of the Insurance while general exclusions and conditions will apply to the whole Insurance.
- **Limits:** All sections have limits on the amount **We** will pay under that section. Some sections also include inner limits for example for one item.
- **Excesses:** Claims under certain sections will be subject to an **Excess**. Where there is an **Excess**, **You** will be responsible for paying the first part of a claim.
- **Reasonable Care:** **You** are required to take all reasonable care to protect yourself and others and to act as though **You** are not insured.
- **Complaints:** This insurance includes a complaints procedure which tells **You** what steps **You** can take if **You** wish to make a complaint.
- **'Cooling Off' Period:** This insurance booklet contains a 'cooling off' period as detailed in '**Your** right to cancel'.

PLEASE READ THESE FEATURES, YOUR INSURANCE SCHEDULE AND THE WHOLE OF THIS DOCUMENT CAREFULLY.

If the insurance does not meet **Your** requirements please return it within 14 days from receipt of documentation.

Please note that this Insurance is only available to fisheries and riparian owners who are resident in the **United Kingdom**.

CLAIMS

HOW TO MAKE A CLAIM

If an event giving rise to a claim under this Insurance occurs **You** shall:

1. Notify Davies Group as stated in 'How to make a claim' as follows:
 - a. Within 30 days of the date of the incident occurring
 - b. Within 7 days of the date of loss for any claim in respect of riot, civil commotion, strikers or locked out workers.

Give details of **Your** claim by either:

- **Telephone: +44 (0)800 112 4084**
- Post: Insure4Sport Insurance Claims Department, Davies Group, PO BOX 2801, Hanley, Stoke on Trent, ST4 5DN
- Email: newclaim.insure4sport@davies-group.com

No claim shall be payable unless the terms of this condition have been complied with.

CLAIMS CONTROL

1. If an event giving rise to a claim under this Insurance occurs **You** shall:
 - (a) take immediate action to minimise the loss, destruction, damage, injury, illness or disease
 - (b) pass every letter claim writ summons and process to **Us** immediately upon receipt.
2. **We** shall have sole control of all claims procedures and settlements.
3. No admission, offer, promise, payment, or indemnity shall be made or given by **You** or on **Your** behalf without **Our** written consent.
4. On the happening of an event which gives rise to a claim **We** or any person authorised by **Us** may without thereby incurring any liability or diminishing any of **Our** rights under this insurance enter, take or keep possession of the **Premises** where the event occurred and may take possession of or require to be delivered to them any property insured and deal with such property for all reasonable purpose and in any manner.
5. If **You** or anyone acting on **Your** behalf does not comply with **Our** requirements or hinders or obstructs **Us** in carrying out any of the above mentioned acts then all benefit under this insurance shall be forfeited.
6. **We** may at any time at **Our** sole discretion pay to **You** the maximum sum payable hereunder or any lesser sums for which any claim or claims can be settled. **We** shall not be under any further liability except for payment of costs and expenses which may have been incurred prior to such payment provided that in the event of a claim or series of claims resulting in **Your** liability to pay a sum in **Excess** of the Sum Insured or **Limit of Indemnity Our** liability for such costs and expenses shall not exceed an amount being in the same proportion as **Our** payment to **You** bears to the total payment made by **You** or on **Your** behalf in settlement of the claim or claims.

CLAIMS CONDITIONS

These are the claims conditions **You** will need to keep to as **Your** part of this contract. If **You** do not, a claim may be rejected or payment could be reduced. In some circumstances **Your** policy might be invalid.

1. If an event giving rise to a claim under this Insurance occurs **You** shall:
 - a. provide **Us** with all proofs and information in relation to a claim that **We** may reasonably require together with (if required) a statutory declaration of the truth of the claim and any connected matters
 - b. Where appropriate, in the event of a claim a medical adviser or advisers appointed by **Us** shall be allowed to examine **You** as often as **We** deem it necessary
2. If at the time of any loss, damage or liability arising hereunder there is any other insurance covering the same loss, damage or liability **We** will pay only **Our** rateable proportion.
3. All claims arising under this Insurance shall be governed by the law of England and Wales whose Courts alone shall have jurisdiction in any dispute arising hereunder.
4. In the event of claims in respect of third party property damage:
 - a. **You** shall substantiate that the damage occurred
 - b. The Claim shall be presented in the first instance to the third party's own insurers with a request that payment shall be made under any other Insurance which may be in operation. If no such Insurance shall be in force or if such request be refused, **You** must obtain written confirmation of such from the Third Party and submit it with full information to **Us**
 - c. There is satisfactory evidence of the damage being **Your** responsibility and that settlement shall be considered without legal liability or negligence being proven.
5. In the event of a claim a medical practitioner or advisers appointed by **Us** shall be allowed to examine **You** as often as **We** deem it necessary.

IMPORTANT INFORMATION

CONSUMER INSURANCE ACT

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to supply accurate and complete answers to all the questions in the declaration and to make sure that all information supplied is true and correct. **You** must tell **Us** of any changes to the answers **You** have given as soon as possible. Failure to advise **Us** of a change to **Your** answers may mean that **Your Policy** is invalid and that it does not operate in the event of a claim.

KEEPING US INFORMED

This **Policy** is based on the information **You** have given **Us** about **You**. It is important **You** let us know within 30 days of changes that affect what **You** have told **Us**.

If **You** fail to disclose all relevant information or makes a misrepresentation, **We** may void the **Policy** or reduce the value of any claim payment.

YOUR RIGHT TO CANCEL

If **You** decide that for any reason, this **Policy** does not meet **Your** insurance needs then please return it to Insure4Sport within 14 days of issue. On condition that no claims have been made or are pending a full refund will be available.

There after **You** may cancel the **Policy** at any time by informing Insure4Sport however no refund of premium will be payable.

OUR RIGHT TO CANCEL

We may at any time cancel any insurance document by sending 14 days notice to **You** at **Your** last known address. Provided the premium has been paid in full **You** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

GOVERNING LAW

Unless some other law is agreed in writing, this **Policy** is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the UK in which **Your** main residence is situated.

DATA PROTECTION ACT 1998

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

DEFINITIONS

This part of the **Policy** sets out the words which have a special meaning. Each word is listed with the meaning explained below and is printed in Bold type whenever it appears in the **Policy, Insurance Schedule** and endorsements.

Accident

An external, sudden, unexpected, unusual specific event occurring at a definable time and place.

Aircraft Products

Aircraft or any aerial device (including missiles or spacecraft) and any other goods or products manufactured, sold, handled or distributed or services provided or recommended by **You** or by others trading under **Your** name for use in the manufacture, repair, operation, maintenance or use of any aircraft or aerial device.

Asbestos

Asbestos, crocidolite, amosite, chrysotile, fibrous actinolite, fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals.

Asbestos Containing Materials

Any material containing **Asbestos** or **Asbestos Dust**.

Asbestos Dust

Fibres or particles of **Asbestos**.

Bodily Injury

Injury to the body caused by accidental, violent, visible and external means.

Business

That shown in the **Insurance Schedule** and conducted solely from **Your** fishing venue in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and shall include

1. ownership, repair and maintenance of **Your** own **Property**
2. provision and management of canteen, social, sports and welfare organisations and first aid, ambulance and medical services for the benefit of any **Person Employed**
3. fire and security services maintained solely for the protection of **Premises** which **You** own or occupy
4. private work undertaken by any **Person Employed** for any of **Your** directors, partners or **Employees** with **Your** prior consent
5. attendance at or participation in **Exhibitions** by any **Employee** or director in connection with their employment

Court

A court or other competent authority.

Damage

Accidental loss, destruction or damage.

Data

Information represented or stored electronically including but not limited to code or series of instructions, operating systems, software programs and firmware.

Employee(s)

Any individual under a contract of service or apprenticeship with **You**.

Exhibition(s)

Includes demonstration, trade fair or show.

Endorsement(s)

Any terms and conditions made separately to the terms of the policy and specified on **Your Insurance Schedule**.

Event(s)

One occurrence or all occurrences of a series consequent on or attributable to one source or original cause.

Excess

The first part or amount **You** will be responsible for paying in the event of a claim.

Fungus, Mildew and Mould

Includes but is not limited to any form or type of mould, mildew, mushroom yeast or biocontaminant. spore(s) includes but is not limited to, any substance produced by, emanating from, or arising out of any fungus/fungi.

Incident

All individual losses arising out of and directly occasioned by one sudden unexpected specific **Event** occurring at an identifiable time and place.

Indemnity Value

The value of the item immediately prior to loss or damage.

Injury

In respect of Liabilities Insurance Sections Public Liability / Product Liability

1. Bodily injury, mental injury, death, disease or illness.

In respect of Liabilities Insurance Employers' Liability

2. Bodily injury, death, disease or illness.

Insurance Schedule

The insurance schedule issued to **You** including any **Endorsements**.

Limit of Indemnity

The maximum amount payable by **Us** in respect of the cover provided as shown in the **Insurance Schedule** or **Policy** wording.

Period of Insurance

The period cover is effective as detailed in **Your Insurance Schedule**.

Person Entitled to Indemnity

1. **You**
2. **Your** personal representatives in respect of legal liability incurred by **You**
3. at **Your** request
 - a. any principal
 - b. any of **Your** directors or partners
 - c. any **Person Employed** against legal liability in respect of which **You** would have been entitled to indemnity under this **Policy** if the claim had been made against **You**
 - d. the officers, committees and members of **Your** canteen, social, sports and welfare organisations and first aid, fire, ambulance, medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided
 - e. any of **Your** directors or partners or **Employees** in respect of private work undertaken by any **Person Employed** for such directors partners or **Employees** with **Your** prior consent provided that such people shall keep to the terms, conditions and limitations of this **Policy** so far as they can apply.

Person Employed

1. **Employee**
2. labour master and individuals supplied by him
3. individual employed by labour only sub-contractors
4. self employed individual (not being in partnership with **You**)
5. individual hired to or borrowed by **You**
6. individual undertaking study or work experience while under **Your** supervision while under **Your** direct control and supervision.

Policy

The policy wording (along with the **Insurance Schedule**) which forms part of the legal contract between **You** and **Us**.

Premises

A building of standard construction (75% brick, stone or concrete) which you use in connection with the club

Property

Material property but shall not include **Data**.

Territorial Limits

The territorial limits as defined in **Your Insurance Schedule**.

United Kingdom

England, Scotland, Wales, The Channel Islands, Isle of Man and Northern Ireland.

Vehicle

Any type of conveyance of goods or personnel, including a caravan or trailer, which is intended to be propelled other than by manual or animal.

You/Your.

The insured person/persons/club named on the **Insurance Schedule** who is a **United Kingdom** resident.

We/Our/Us

Royal & Sun Alliance Insurance PLC. St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL.

SECTION 1 – PUBLIC LIABILITY / PRODUCTS LIABILITY

Provides indemnity for third party **Bodily Injury** and third party **Property Damage**.

WHAT IS COVERED:

We will indemnify **You** against legal liability for:

1. **Bodily Injury** to any third parties
2. **Damage** to property belonging to others

arising from an **Accident** occurring during the **Period of Insurance** and within the **Territorial Limits**.

In respect of any one **Event** the most **We** will pay is the **Limit of Indemnity** shown under Public Liability/Products Liability in **Your** Schedule.

We will also pay for:

- A. legal advisors fees and court costs involved in defending any claims against **You** to the extent that such claims fall within the terms and Indemnity Limits provided for in 1 and 2 above. **We** shall have the right but not the obligation to appoint legal representatives and conduct the defence of any such claim, investigation, negotiation and settlement.
- B. Reimbursing **You** for all reasonable expenses, other than wages, loss of earnings or profits, incurred with the consent of **Us** in connection with A. above.

Indemnity or reimbursement provided in Insuring Agreements A. and B. shall be payable in addition to the applicable Indemnity Limits stated in The Schedule.

In respect of any one **Event** the most **We** will pay is the **Limit of Indemnity** shown under Public Liability/Products Liability in **Your** Schedule.

In respect of all **Events** happening during any one **Period of Insurance** in respect of products supplied the most **We** will pay is the **Limit of Indemnity** in respect of products shown under Public Liability/ Products Liability in **Your** Schedule.

In respect of all Incidents considered by **Us** to have occurred during any one **Period of Insurance** in respect of pollution or contamination of buildings, other structures, water, land or atmosphere the most **We** will pay is the **Limit of Indemnity** under Public Liability/Products Liability in **Your** Schedule.

Any **Person Entitled to Indemnity** is covered.

EXTENSIONS

This insurance also covers:

1. Legal Costs and Expenses
 - a. Costs of legal representation at any coroner's inquest or inquiry in respect of any death
 - b. Costs of legal representation at proceedings in any **Court** arising out of any alleged breach of statutory duty resulting in **Injury** including the defence of any criminal proceedings brought against **You** or **Your** director or partner or **Employee** for an offence of Corporate Manslaughter or Corporate Homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
 - c. Costs and expenses of legal representation at any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success
 - d. Legal costs and expenses in defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 incurred with **Our** prior written consent.
2. Contingent Motor Liability

Your legal liability to pay Damages and/or costs resulting from

 - a. **Injury** to others, or
 - b. **Damage to Property** belonging to others

arising out of the use of any motor vehicle by an **Employee** in the course of the angling and associated club activities which is not **Your Property** nor provided by **You**.

Other than

- a. **Damage** to the vehicle or its contents.
- b. Any legal liability caused while the vehicle is being driven by **You**.
- c. Where cover is provided by any other insurance **Policy**.

Any legal liability caused while the vehicle is being driven outside of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

3. Defective Premises Act

Your legal liability in respect of **Injury** or **Damage to Property** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975.

WHAT IS NOT COVERED

1. Any legal liability arising from or out of the ownership possession or use by or on behalf of **You** or any **Person Entitled to Indemnity** of any
 - a. mechanically propelled vehicle other than legal liability arising out of
 - I. the use of plant as a tool of trade on sit
 - II. the use of plant at **Your** fishing venue
 - III. the loading or unloading of any vehicleexcept where **You** are required to arrange insurance or security in accordance with road traffic legislation, or where cover is provided by a motor insurance **Policy**
 - b. aircraft or other aerial device
 - c. aerospace device
 - d. hovercraft
 - e. water-borne craft (other than any watercraft or vessel not exceeding 8 metres in length in inland or territorial waters).
2. Any legal liability for bodily **Injury** or mental **Injury** to or death, disease or illness of any **Person Employed** arising out of and in the course of employment by **You** in the **Business**.
3. Any legal liability for **Damage** to any **Property** which belongs to or is held in trust by or is in the custody or control of **You** other than
 - a. **Your** directors', partners', **Employees**' or visitors' personal effects for an amount not exceeding £10,000
 - b. **Premises** and their contents which are not owned, leased or rented to **You** at which **You** are temporarily occupying for the purpose of angling and associated club activities
 - c. **Premises** and their fixtures and fittings which are leased or rented to **You** unless the legal liability arises solely because of a contract or agreement or where the legal liability arises from an agreement to maintain insurance in respect of **Damage** to any such **Premises** and their fixtures and fittings
4. Malicious damage caused by **You** or others for whom the Insured is responsible.
5. Product Defects and Recall
 - a. Any legal liability in respect of loss of or **Damage** to any product supplied or contract work executed by **You** caused by any defect or unsuitability for its intended purpose.
 - b. Any legal liability in respect of the cost of recall, removal, repair, alteration, replacement or reinstatement arising from the defect or unsuitability of any product supplied by **You** or any contract work executed by **You**.
6. Any legal liability arising from or in connection with any advice, design or specification provided by **You** for a fee.
7. Any legal liability arising from or in connection with any product supplied or contract work executed by **You** where such liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement. This exclusion shall not apply if such agreement has been accepted by **Us** in writing.
8. Any legal liability for the costs of remedying
 - a. any defect or alleged defect
 - b. the presence of **Asbestos, Asbestos Dust** or **Asbestos Containing Materials** in **Premises** disposed of by **You**.
9. Any legal liability for
 - a. fines or penalties
 - b. the costs of appeal against any improvement or prohibition notices
 - c. fees for intervention payable under the Health and Safety Fees (Regulations) 2012
 - d. compensation ordered or awarded by a **Court** of Criminal Jurisdiction
 - e. aggravated, exemplary or punitive Damages awarded by any **Court** outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
10. Any legal liability for the costs of management (including those of any persons under any statutory duty to manage), removal, repair, alteration, recall, replacement or reinstatement of any **Property** or part thereof arising out of the presence of **Asbestos, Asbestos Dust** or **Asbestos Containing Materials**.
11. Any legal liability arising from **Aircraft Products**.
12. **Your Excess** as shown in the Schedule in respect of
 - a. the claimants **Damage**
 - b. the claimants costs and expenses.
13. Any liabilities arising out of any actions for defamation, libel, slander or breach of copyright.
14. Any liability directly or indirectly arising from **Fungus, Mildew and Mould**

SECTION 2 – PROFESSIONAL INDEMNITY

Provides indemnity for Compensation sought following negligent act, error or omission in respect of advice or services provided for which you have received a fee in consideration up to the limit defined in your **Insurance Schedule**.

This section of the Insurance is a claims made wording. It only covers Claims made against the Insured and notified to **Us** during the **Period of Insurance**. However, provided the Insured gives **Us** notice in writing of any facts that might give rise to a Claim against the Insured, as soon as was reasonably practicable after the Insured became aware of those facts and before the expiry date of this insurance, then this insurance may respond, notwithstanding the fact that no Claim has actually been made against the Insured prior to the expiry date.

WHAT IS COVERED

1. **We** will indemnify the Insured against any Claim or Claims (including all legal costs and expenses which the Insured shall become liable to the claimant) up to but not exceeding in the aggregate for all Claims under this Insurance, the total sum insured specified in the **Insurance Schedule** arising from breach of professional duty whether such duty is owed in contract or otherwise in respect of the Insured's legal liability arising from negligent acts, errors or omissions whenever or wherever committed or alleged to have been committed in connection with angling and associated club activities, provided that the Claim or Claims are:
 - a. Made against the Insured during the **Period of Insurance** specified in the **Insurance Schedule** and
 - b. Notified as soon as possible in writing to **Us** by the Insured during the **Period of Insurance**
 - c. Arising out of any act, error or omission which occurred subsequent to the retroactive date specified in the **Insurance Schedule**
 - d. Arising out of any acts, errors or omissions occurring in the **Territorial Limits** stated in **Your Insurance Schedule**.
2. **We** will indemnify the Insured against any Claim or Claims arising in respect of libel, slander, defamation up to but not exceeding the **Limit of Indemnity** specified in the **Insurance Schedule**.
3. The liability of **Us** under this insurance in respect of any one Claim or aggregate for all Claims in any one **Period of Insurance** shall not exceed the limit of liability specified in the **Insurance Schedule**.
4. **We** will pay all costs, fees and expenses incurred with the prior consent of **Us** 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 indemnity referred to in the **Insurance Schedule**.

WHAT IS NOT COVERED

1. Any liability directly or indirectly arising out of Personal **Injury** to any employee of the Insured arising out of or in the course of employment in the Insured's **Business**.
2. This Insurance does not indemnify the Insured against any Claim or Claims:
 - a. Made or threatened or in any way intimated prior to the inception date of the insurance.
 - b. Arising from any known circumstance of which the Insured had become aware prior to the insurance inception and which the Insured or a reasonable person of the Insured's profession would at any time prior to the insurance inception have considered may give rise to a Claim or Claim(s).
3. Claims brought about or contributed to by any dishonest, fraudulent, criminal or malicious act or omission of the Insured or of any person at any time employed by the Insured.
4. Claims arising from the conduct of any business not conducted for the benefit of or on behalf of the Insured named in the **Insurance Schedule**.
5. Claims as a result of the insolvency, bankruptcy or liquidation as the case may be of the Insured.
6. Claims arising from the sale or supply of goods by or on behalf of the Insured.
7. Any wilful, malicious or unlawful act
8. Liability to pay:
 - a. liquidated, punitive, exemplary or aggravated damages
 - b. any fines and/or penalties imposed by law
 - c. any trading debts.
9. Liability of the Insured or any principal of the Insured arising solely from the duties of the Insured or such principals as a director or legal officer of any company
10. Liability arising from any breach of copyright
11. Claims to any of **Your** employees or immediate family (spouse, children, parents, siblings and their families)
12. Liability arising out of the use, ownership, possession of land or buildings, animals, firearms or weapons
13. Liability in respect of the ownership, maintenance, operation or use of any aircraft, motorised watercraft, automobiles or Vehicles of any kind by or in the interest of the Insured
14. Liability as a result of **Your** insolvency, bankruptcy or liquidation as the case may be
15. Any form of performance, surety, credit or financial guarantee
16. Economic or pecuniary loss where no personal injury or damage to tangible property occurs
17. Claims arising out of, relating directly or indirectly from or in consequence of or in any way involving reckless disregard and/or willful breach of duty of any kind
18. **Property** damage to any property belonging to **You** or is in **Your** custody, care or control

19. Liability where **You** are entitled to indemnity from another more specific source
20. Liability arising from a contract or agreement unless **You** would have been liable in the absence of such contract or agreement
21. Liability arising out of the influence of intoxicating liquor or drugs.

SECTION 3 – EMPLOYERS' LIABILITY

Provides indemnity to meet all sums including costs and expenses you become legally liable to pay as damages in the event of BODILY INJURY sustained by any employee which arises out of and in the course of their employment.

DEFINITIONS

For the purposes of this section the following definition applies. Each word is listed with the meaning explained below and is printed in CAPITALS whenever it appears in this section.

BODILY INJURY

Death, injury, illness, disease or nervous shock.

COSTS AND EXPENSES

1. Claimants costs and expenses arising in respect of any Claim against YOU which may be the subject of indemnity under this **Policy**;
2. All cost and expenses incurred by YOU with **Our** written consent in respect of any Claim against YOU which may be the subject of indemnity under this **Policy**.

EMPLOYEE(S)

Any person(s) who is:

1. employed under a contract of service or apprenticeship with YOU;
2. a labour master or person supplied by him;
3. employed by labour only sub-contractors;
4. self-employed and working for YOU and under YOUR control;
5. hired to or borrowed by YOU;
6. supplied to YOU for the purpose of study work or training experience;
7. a prospective employee who is undergoing practical work experience whilst being assessed by YOU as to his or her suitability for employment;
8. a voluntary helper while working under YOUR supervision and control and in connection with the **Business**;
9. an outworker or homeworker employed under a contract to personally carry out any work in connection with the **Business** while they are engaged in that work.

OFFSHORE

From the time of embarkation by an EMPLOYEE onto a conveyance at the point of final departure to an offshore rig or offshore platform until disembarkation by that EMPLOYEE from a conveyance on to land upon return from an offshore rig or offshore platform.

YOU/YOUR

1. The Insured named in the **Insurance Schedule**;
2. Any associated or subsidiary company of the Insured provided it has been notified to **Us**
3. At **Your** request:
 - a. any director or employee while acting on behalf of or in course of their employment or engagement with **You** in respect of liability for which **You** would have been entitled to indemnity under this **Policy** if the Claim against any such person had been made against **You**
 - b. any officer, Member or employee of **Your** social, sports or welfare organisation or fire, first aid or ambulance service in their respective capacity as such
 - c. any of **Your** directors, partners or senior officials in respect of private work carried out by any EMPLOYEE for them with **Your** consent
 - d. any principal for legal liability in respect of which **You** would have been entitled to indemnity under this **Policy** if the Claim had been made against **You** arising out of work carried out by **You** under a contract or agreement
 - e. **Your** personal representatives (in the event of **Your** death) in respect of liability incurred by **You** provided that if indemnity is extended to any party described in paragraphs a) to c) above that party shall be subject to the terms of this **Policy** so far as they can apply and in any event **Our** liability shall not exceed the **Limit of Indemnity**.

WHAT IS COVERED

1. **We** will indemnify the Insured under this **Policy** against:
 - a. All sums which YOU shall become legally liable to pay as damages; and
 - b. COSTS AND EXPENSES

In the event of BODILY INJURY sustained by any EMPLOYEE which arises out of and in the course of their employment by YOU in connection with the **Business** and which is caused:

- a. Within the **United Kingdom**;
 - b. Elsewhere in the world in respect of temporary non-manual visits by any EMPLOYEE provided that such EMPLOYEE is normally resident in the **United Kingdom**.
2. **Our** limit of indemnity is the amount specified in the **Insurance Schedule**. **Our** liability for all Compensation payable to any claimant or any number of claimants in respect of or arising out of any one event or all events of the series consequent on or attributable to one source or original cause shall not exceed the **Limit of Indemnity**. The **Limit of Indemnity** shall be the maximum amount payable including COSTS AND EXPENSES.

3. Notwithstanding anything contained in what is covered point 2 above, **Our** liability under this **Policy** for damages and COSTS AND EXPENSES payable in respect of any one Claim arising out of any one event or all events of a series consequent on or attributable to one source or original cause and arising out of any act of terrorism shall not exceed £5,000,000.
4. Notwithstanding anything contained in what is covered point 2 above, **Our** liability under this **Policy** for damages and COSTS AND EXPENSES payable in respect of any one Claim arising out of any one event or all events of a series consequent on or attributable to one source or original cause and arising out of or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or Products containing asbestos shall not exceed £5,000,000.

5. Unsatisfied court judgements

In the event that:

- a. a judgement for damages is obtained against any company or individual operating from premises within the **United Kingdom** by any EMPLOYEE in respect of BODILY INJURY caused during any **Period of Insurance** arising out of and in the course of their employment by **You** in the **Business**; and
- b. it remains unsatisfied in whole or in part six months after the date of such judgement.

We will indemnify the EMPLOYEE or their personal representative up to the **Limit of Indemnity** for the amount of damages and awarded costs which remain unsatisfied as long as:

- a. there is no appeal outstanding;
- b. any payment made by **Us** shall only be in respect of BODILY INJURY which would otherwise be within the scope of cover of this **Policy**;
- c. any payment made by **Us** shall only be in respect of liability for which YOU would have been entitled to indemnity under this
- d. **Policy** if the judgement had been made against YOU; and **We** shall be entitled to take over and prosecute for **Our** own benefit any Claim against any other party and YOU, the EMPLOYEE or their personal representatives shall give all information and assistance required.

6. Cross liabilities

If the Insured named in the **Insurance Schedule** comprises more than one party, **We** will treat each party as though a separate **Policy** had been issued to each of them.

However, nothing in this Extension shall increase **Our** liability to pay any amount in **Excess** of the limit of indemnity under this **Policy**.

7. Compensation for court attendance

In the event of any of YOUR directors, partners or EMPLOYEES attending court as a witness at **Our** request in connection with a Claim in respect of which YOU are entitled to indemnity under this **Policy**, **We** will provide Compensation at the following rates for each day on which attendance is required:

- a. any director or partner £200 per day
- b. any EMPLOYEE £100 per day

subject to a maximum aggregate limit in the Period of insurance of £5,000.

8. Corporate manslaughter and Health & Safety legal expenses

In the event of:

- a. Any act, omission or incident or alleged act, omission or incident leading to criminal proceedings brought in respect of a breach of the Health & Safety at Work Act 1974, Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the **United Kingdom**; or
- b. An incident which results in an enquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975

We will provide indemnity against COSTS AND EXPENSES incurred in representing YOU in such proceedings, including appealing the results of such proceedings, as long as the proceedings relate to an act, omission or incident or alleged act, omission or incident which has been committed during the Period of insurance within the **United Kingdom** and in the course of the **Business**.

The following conditions apply:

- a. **Our** total liability in respect of all COSTS AND EXPENSES shall not exceed £1,000,000 in the aggregate during any one Period of insurance;
- b. **We** will only indemnify YOU where such COSTS AND EXPENSES arise as a result of any matter which is the subject of indemnity under this **Policy**;
- c. **We** will only be liable for COSTS AND EXPENSES incurred in respect of legal representation appointed by **Us**;
- d. If there is any other insurance or indemnity in force covering the same COSTS AND EXPENSES, **Our** liability shall be limited to a proportionate amount of the total COSTS AND EXPENSES but subject always to the **Limit of Indemnity** of £1,000,000;
- e. This indemnity will not apply:
 - i. in respect of fines or penalties of any kind;
 - ii. to proceedings consequent upon any BODILY INJURY deliberately caused by YOU; or
 - iii. to persons other than YOU or any of YOUR directors, partners, proprietors or EMPLOYEES.

EMPLOYERS' LIABILITY COMPULSORY INSURANCE

The indemnity granted by this **Policy** is deemed to be in accordance with the provisions of any law enacted in the **United Kingdom** relating to compulsory insurance of liability to EMPLOYEES. If however **We** pay any sum which would not have been paid but for the provisions of such law then YOU shall repay such sum to **Us**.

Conditions

These are the conditions of the insurance YOU will need to meet as YOUR part of this contract. If YOU do not, a Claim may be rejected or payment could be reduced. In some circumstances YOUR **Policy** might be invalid.

1. Employers' Liability Tracing Office

By entering into this insurance **Policy** YOU will be deemed to specifically consent to the use of YOUR insurance **Policy** data in the following way and for the following purposes.

- a. Certain information relating to YOUR insurance **Policy** including, without limitation:
 - i. the **Policy** number(s);
 - ii. employers' names and addresses (including subsidiaries and any relevant changes of name);
 - iii. dates of cover;
 - iv. employers' reference numbers provided by Her Majesty's Revenue and Customs; and
 - v. Companies House reference numbers (if relevant) will be provided to the Employers' Liability Tracing Office (ELTO) and added to an electronic database (database).
- b. This information will be made available by **Us** to ELTO in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2011. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.
- c. The database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers' carrying on or who carried on business in the UK and who are covered by the employers' liability insurance of their employers' (claimants) to:
 - I. Identify which insurer (or insurers) provided employers' liability cover during the claimants' relevant periods of employment; and
 - II. To identify the relevant employers' liability insurance policies.
- d. The database will be managed by ELTO.
- e. The database and the data stored on it may be accessed and used by claimants, their appointed representatives, insurers with potential liability for UK commercial lines Employers' Liability insurance cover and any other persons or entities permitted by law.

WHAT IS NOT COVERED

We will not indemnify YOU against liability:

1. For BODILY INJURY to an EMPLOYEE in circumstances where compulsory insurance or security is required by Road Traffic Act legislation.
2. Arising OFFSHORE.
3. For any award of punitive, aggravated or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages or in any other form whatsoever.
4. Which forms the subject of insurance by any other **Policy** and this **Policy** shall not be drawn into contribution with such other insurance.

GENERAL CONDITIONS

These are the conditions of the insurance **You** will need to meet as **Your** part of this contract. If **Your** do not a claim may be rejected or payment could be reduced. In some circumstances **Your** policy might be invalid.

1. **You** must exercise reasonable care to prevent **Accident**, injury, loss or damage and at all times act as if uninsured
2. The due observance and fulfilment of all terms and conditions of this Insurance by **You**, or anyone acting on **Your** behalf insofar as they relate to anything to be done or complied with by **You** or anyone acting on **Your** behalf shall be a condition precedent to **Our** liability to make any payment under this Insurance.
3. **You** shall reimburse to **Us** any expenses not covered by this insurance, which are incurred by **Us** on **Your** behalf.
4. If **You** or any person acting on **Your** behalf shall make any claim or statement knowing the same to be false or fraudulent as regards the amount or otherwise, then this Insurance shall become void and all claims hereunder shall be forfeited.
5. In the event that a third party is deemed liable for part or all of any claim, **We** may exercise **Our** right of subrogation. **You** shall, at **Our** request and **Our** expense, agree to and permit **Us** to do such acts and things as may be necessary or reasonably required for the purpose of exercising this right. **You** will take no action or make any agreements that may weaken or remove **Our** rights under this clause without **Our** prior written permission. **We** will pay any costs or expenses involved in exercising **Our** right of subrogation.

GENERAL EXCLUSIONS

The following exclusions apply to the whole of this **Policy**. Any other exclusions are shown in the Sections to which they apply.

This **Policy** does not provide cover for any Accidental **Damage**, loss or theft or any legal liability of whatsoever nature, directly or indirectly caused, contributed to, by or happening through or in the consequence of:

1. Any act of fraud or dishonesty by **You** or anyone acting on **Your** behalf
2. War, invasion, acts of foreign enemies, hostilities (whether or not war has been declared), civil war, rebellion, revolution, insurrection, military or usurped power
3. Any actual or threatened act of any person acting individually or on behalf of or in connection with any organization with activities directed towards the overthrowing or influencing of any government de jure or de facto, and/or any actual or threatened act of any person acting individually or on behalf of or in connection with any organization with activities directed towards influencing the general public or any part thereof. In any action, suit or other proceedings where **We** allege that by reason of the exclusion any loss is not covered by this insurance the burden of proving that such loss is covered shall be upon **You**
4. Ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel
5. Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
6. Pressure waves from aircraft or other aerial devices travelling at supersonic speeds
7. Acquired Immune Deficiency Syndrome (AIDS) or its pathogenic agents
8. Suicide or attempted suicide, intentional self-injury or deliberate exposure to unusual danger (except in an attempt to save life), or **Your** own criminal act, **You** 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**)
9. Failure or fear of failure or inability of any equipment or any computer program, whether or not **You** own it, to recognise or to correctly interpret or process any date as its true calendar date, or to continue to function correctly beyond that date
10. Consequence of or in any way involving reckless disregard and/or wilful breach of duty of any kind
11. Any claims brought against the **You** in any country or jurisdiction outside of the **United Kingdom**
12. Directly or indirectly relating to asbestos including but not limited to mental injury or fear of suffering **Bodily Injury**, death, disease or illness
13. Claims arising out of the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is caused by a sudden unexpected and unintended happening. It is further agreed that expenses for the prevention of any contamination or pollution shall also form part of this exclusion and shall not be recoverable under this Insurance
14. Loss or damage caused by delay, wear and tear, moth, vermin, atmospheric or climatic conditions, manufacturing fault, inherent defect, deterioration or mechanical derangement of any kind
15. Loss due to confiscation, detention by Customs or other authority.

SANCTION LIMITATION AND EXCLUSION CLAUSE

We shall not provide cover nor shall they be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Underwriters to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

COMPLAINTS PROCEDURE

Our commitment to customer service

We are committed to going the extra mile for **Our** customers. If **You** believe that **We** have not delivered the service **You** expected, **We** want to hear from **You** so that **We** can try to put things right. **We** take all complaints seriously and following the steps below will help **Us** understand **Your** concerns and give **You** a fair response.

If **You** are unhappy with any element of the cover **We** provide or any aspect of **Our** service or have a cause for complaint, please, in the first instance, contact Insure4Sport.

Step	Detail
1	<p>If You have cause for complaint, then contact:</p> <ul style="list-style-type: none"> The Managing Director, Accelerate Underwriting Limited, 3rd Floor, News Building, 3 London Bridge Street, London, SE1 9SG A full copy of Accelerate Underwriting Ltd complaints procedure will be issued to You when Accelerate provide a written acknowledgment of Your complaint.
2	<p>In the unlikely event that Your concerns have not been resolved, Your complaint will be referred to Our Customer Relations Team who will arrange for an investigation on behalf of Our Chief Executive. Their contact details are as follows:</p> <ul style="list-style-type: none"> Post: RSA Customer Relations Team, P O Box 255, Wymondham, NR18 8DP Email: crt.halifax@uk.rsagroup.com

OUR PROMISE TO YOU

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep **You** informed of progress
- Do everything possible to resolve **Your** complaint
- Use the information from **Your** complaint to proactively improve **Our** service in the future.

Once **We** have reviewed **Your** complaint **We** will issue **Our** final decision in writing within 8 weeks of the date **We** received **Your** complaint.

IF YOU ARE STILL NOT HAPPY

If **You** are still unhappy after **Our** review, or **You** have not received a written offer of resolution within 8 weeks of the date **We** received **Your** complaint, **You** may be eligible to refer **Your** case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints. They can be contacted at:

- Post: Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR.
- Telephone: 0800 0234567 (for landline users) or 0300 1239123 (for mobile users)
- Email: complaint.info@financial-ombudsman.org.uk
- Website: www.financial-ombudsman.org.uk

You have six months from the date of **Our** final response to refer **Your** complaints to the FOS. This does not affect **Your** right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

THANK YOU FOR YOUR FEEDBACK

We value **Your** feedback and at the heart of **Our** brand **We** remain dedicated to treating **Our** customers as individuals and giving them the best possible service at all times. If **We** have fallen short of this promise, **We** apologise and aim to do everything possible to put things right.

THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

We are covered by the FSCS. If **We** are unable to meet **Our** financial obligations **You** may be entitled to Compensation from the scheme, depending on the type of insurance and the circumstances of the Claim.

For this type of insurance 90% of **Your** Claim is covered, without any upper limit. Further information about Compensation scheme arrangements is available at www.fscs.org.uk, and on 020 7741 4100, or 0800 678 1100.

Accelerate Underwriting Limited is an Appointed Representative of Resolution Underwriting Partnership Limited, who are authorised and regulated by the Financial Conduct Authority (FRN 308113) in respect of general insurance business and is registered in England No. 05104119. Registered Office: Number One, 1 Vicarage Lane, Stratford, London, E15 4HF.

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