

# Fishing Care

Specialist  
Angling  
Insurance

## INSURANCE BOOKLET

Fishing Care 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 Fishing Care.**

Fishing Care 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.

**FISHING CARE 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 - Personal Liability (optional)
- Section 2 - Third Party Property Damage (only available if Section 1 – Personal Liability is selected)
- Section 3 - Fishing Equipment (Compulsory)
- Section 4 - Personal Accident (optional)
- Section 5 - Dental Treatment (only available if Section 4 – Personal Accident is selected)
- Section 6 - Club Fee Reimbursement (only available if Section 4 – Personal Accident is selected)
- Section 7 - Match Entry Fee Reimbursement (only available if Section 4 – Personal Accident is selected)
- Section 8 - Record Catch (Compulsory)

## STANDARD FEATURES AND BENEFITS

Section	Significant Features & Benefits	Significant or Unusual Exclusions or Limitations
<b>Section 1</b> Personal Liability	<ul style="list-style-type: none"> <li>Indemnity for third party <b>Bodily Injury</b> and third party Property Damage up to the limit defined in <b>Your Insurance Schedule</b>.</li> </ul>	<ul style="list-style-type: none"> <li>Please see 'What is not covered' in the policy wording</li> <li><b>Bodily Injury</b> to <b>Your</b> employees or members of <b>Your</b> immediate family</li> <li>Liability unless as a result of <b>Fishing</b>.</li> </ul>
<b>Section 2</b> Third Party Property Damage	<ul style="list-style-type: none"> <li>Provides indemnity for accidental third party property damage up to the limit defined in <b>Your Insurance Schedule</b></li> </ul>	<ul style="list-style-type: none"> <li>Please see 'What is not covered' in the policy wording</li> <li>Any <b>Excess</b> detailed in the insurance schedule.</li> </ul>
<b>Section 3</b> Fishing Equipment	<ul style="list-style-type: none"> <li>Provides cover for theft, loss or damage to <b>Fishing Equipment</b> up to the limit de-fined in <b>Your Insurance Schedule</b>.</li> </ul>	<ul style="list-style-type: none"> <li>Please see 'What is not covered' in the policy wording</li> <li>Any <b>Excess</b> detailed in the insurance schedule.</li> <li>Any loss, theft or damage to equipment which is hired, loaned or en-trusted to <b>You</b></li> <li>Loss or theft of any Fishing Equip-ment left unattended unless the loss or theft shows evidence of forcible and violent entry/exit to or from any premises, security controlled club house, changing room or any securely locked locker or other similar place of storage</li> <li><b>Fishing Equipment</b> more specifically insured elsewhere.</li> </ul>
<b>Section 4</b> Personal Accident	<ul style="list-style-type: none"> <li>Provides cover for accidental death, loss of limbs, permanent loss of sight, partial loss of sight and permanent total disability up to the limit defined in <b>Your Insurance Schedule</b>.</li> </ul>	<ul style="list-style-type: none"> <li>Any accidents unless whilst undertaking recreational <b>Fishing</b> activities</li> <li>Accidental <b>Bodily Injury</b> to any person aged under 16 or over 85</li> <li>Permanent Total Disablement to any person over 65.</li> </ul>
<b>Section 5</b> Dental Treatment	<ul style="list-style-type: none"> <li>Provides cover in respect of Accidental Dental injury up to the limit defined in <b>Your Insurance Schedule</b>.</li> </ul>	<ul style="list-style-type: none"> <li>Please see 'What is not covered' in the policy wording</li> <li>Any <b>Excess</b> detailed in the <b>Insurance Schedule</b></li> <li>Self-inflicted injury</li> <li>Cosmetic or plastic surgery unless necessitated by a Dental Injury occurring whilst during the <b>Period of Insurance</b>.</li> </ul>
<b>Section 6</b> Club Fee Reimbursement	<ul style="list-style-type: none"> <li>Provides reimbursement of unused <b>Fishing</b> club subscription.</li> </ul>	<ul style="list-style-type: none"> <li>Please see 'What is not covered' in the policy wording</li> <li>Any <b>Excess</b> detailed in the insurance schedule.</li> <li>Claims arising directly or indirectly from any activities other than recreational <b>Fishing</b> activities.</li> </ul>
<b>Section 7</b> Match Fee Reimbursement	<ul style="list-style-type: none"> <li>Provides reimbursement of Match Entry Fee up to the limit defined in <b>Your Insurance Schedule</b></li> </ul>	<ul style="list-style-type: none"> <li>Please see 'What is not covered' in the policy wording</li> <li>Any <b>Excess</b> detailed in the insurance schedule.</li> <li>Any claim submitted without satisfactory written medical evidence.</li> </ul>
<b>Section 8</b> Record Catch	<ul style="list-style-type: none"> <li>Provides a monetary award in the event of a 'Record Catch' whilst participating in a recognised match or competition for the amount defined in <b>Your Insurance Schedule</b>.</li> </ul>	<ul style="list-style-type: none"> <li>Please see 'What is not covered' in the <b>Policy</b> wording.</li> <li>Any claims unless submitted in writing, together with written confirmation of acknowledgment and acceptance by The British Record (rod-caught) Fish Committee within 14 days of their notification to <b>You</b>.</li> </ul>

## 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 Fishing Care 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 Fishing Care 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 4078**
- Post: Fishing Care Claims Department, Davies Group, PO BOX 2801, Hanley, Stoke on Trent, ST4 5DN
- Email: [newclaim.fishingcare@davies-group.com](mailto:newclaim.fishingcare@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 Fishing Care.
- 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](mailto: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](http://www.fscs.org.uk), and on 020 7741 4100, or 0800 678 1100.

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

**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 .....	7
Claims .....	8
Important Information.....	9
Definitions.....	10
<b>Section 1</b> – Personal Liability.....	12
<b>Section 2</b> – Third Party Property Damage.....	13
<b>Section 3</b> – Fishing Equipment.....	14
<b>Section 4</b> – Personal Accident .....	15
<b>Section 5</b> – Dental Treatment .....	16
<b>Section 6</b> – Club Fee Reimbursement .....	17
<b>Section 7</b> – Match Fee Reimbursement.....	18
<b>Section 8</b> – Record Catch.....	19
General Conditions .....	20
General Exclusions .....	21
Complaints Procedure .....	22

## 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 **Your Fishing Equipment** 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 individuals who are non-professional anglers and 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 4078**
- Post: Fishing Care Claims Department, Davies Group, PO BOX 2801, Hanley, Stoke on Trent, ST4 5DN
- Email: newclaim.fishingcare@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. Salvage - Following a valid claim, **We** may, without incurring any further liability and without diminishing **Your** right to rely on any condition of this Insurance, take and keep possession of any of the **Fishing Equipment** insured under Section 1 and to deal with salvage in a reasonable manner, but **You** may not abandon any property insured to **Us**.
7. **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. ensure the Police are notified in respect of malicious damage &/or theft incidents as soon as reasonably practicable and certainly within 24 hours of discovery. A crime reference number must also be obtained
  - b. 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
  - c. 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 Fishing Care 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 Fishing Care 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.

### Accidental Damage

Damage caused to **Fishing Equipment** accidentally or by violent and external means, including vandalism.

### Bodily Injury

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

### Dental Injury

An **Accident** causing damage to whole, sound teeth only.

### Endorsement(s)

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

### Excess

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

### Fishing Equipment

Rods, Poles, Reels, Tackle, Bait, Bags, Trolleys, Clothing and Accessories specifically designed and purchased for **Fishing**. **Fishing Equipment** extends to include Baggage, **Personal Possessions** and Trophies up to the limit defined in **Your Insurance Schedule**.

### Fishing Event

Whilst **Fishing** at a recognised **Fishing** venue or attending a **Fishing** activity as a spectator or guest.

### Fishing

Being physically engaged in a continuous period of fishing at a recognised fishing venue.

### Hotel Fishing Break

A pre booked period away from **Your Residence** for the primary purpose of **Fishing** which includes overnight hotel accommodation.

### Indemnity Value

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

### Insurance Schedule

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

### Insurance Valuation

A dated document obtained when no other evidence of purchase is available and must include a full description of **Your Fishing Equipment** together with an estimated replacement value per item. The valuation should be undertaken by the original retailer or supplier of the equipment. If this is not possible, then from a recognised **Fishing Equipment** supplier.

### Operative Time

1. From the time **You** leave **Your** normal or temporary **Residence**, place of work or education, whichever the later, to commence **Your** journey to, whilst travelling to, during or travelling from a **Fishing Event**, until returning to **Your** normal or temporary **Residence**, place of work or education after the **Fishing Event**, whichever the earlier, but always within the **Territorial Limits** defined in **Your Insurance Schedule**
2. From the time **You** leave **Your** normal or temporary **Residence**, place of work or education whichever the later, whilst on a **Hotel Fishing Break**, until returning to **Your** normal or temporary **Residence**, place of work or education after the **Hotel Fishing Break**, whichever the earlier.

### Period of Insurance

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

### Personal Possessions

Clothing, baggage, and articles of personal use, but not including money, credit, debit or store cards which are normally carried away from the home.

### Policy

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

### Residence

**Your** normal or temporary residence including any outbuildings such as garages, shed's and other storage areas.

### Territorial limits

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

**Vehicle**

A car or a van. A van must have a secure bulkhead with no direct access between the front cab and the back storage area. The storage area must not be visible through the Vehicles windows.

**United Kingdom**

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

**We/Our/Us**

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

**You and Your**

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

## SECTION 1 - PERSONAL LIABILITY

Provides indemnity for third party **Bodily Injury** and third party property damage.

### WHAT IS COVERED

We will indemnify **You** up to the limit stated in the **Insurance Schedule** (which is inclusive of all costs and expenses) against legal liability for:

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

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

### WHAT IS NOT COVERED

1. The amount of the **Excess** in respect of damage belonging to others
2. Liability to any of your employees
3. Liability to a member of **Your** immediate family (spouse, children, parents, siblings and their families)
4. Any property belonging to **You** or in **Your** care, custody or control
5. Any wilful, malicious or unlawful act
6. Liability where **You** are entitled to indemnity from another more specific source
7. Any liability arising from a contract or agreement unless **You** would have been liable in the absence of such contract or agreement
8. Punitive, exemplary or aggravated damages
9. Liability arising out of the ownership or use of land or building, animals, firearms or weapons
10. Liability directly or indirectly resulting from the pursuit of trade, business or profession
11. Liability arising out of the ownership, possession or use of Vehicles, aircraft or watercraft
12. Liability arising out of the influence of intoxicating liquor or drugs.
13. Economic or pecuniary loss where no personal injury or damage to tangible property occurs
14. Any liability to pay any trading debts
15. Any liability of Yours or any principal of Yours arising solely from **Your** duties or such principals as a director or legal officer of any company
16. Liability where **You** are entitled to indemnity from another more specific source
17. Liability as a result of **Your** insolvency, bankruptcy or liquidation
18. Liability arising from the sale or supply of goods by or on behalf of **You**.

## SECTION 2 - THIRD PARTY PROPERTY DAMAGE

Provides indemnity for accidental third party property damage.

### WHAT IS COVERED

**We** will indemnify **You** up to the limit stated in the **Insurance Schedule** (which is inclusive of all costs and expenses) against legal liability for loss or damage to the property of others that **You** may accidentally cause whilst attending a **Fishing Event** occurring during the **Period of Insurance** and within the **Territorial Limits**.

### WHAT IS NOT COVERED

1. Negligence or any legal liability.
2. Any property belonging to **You** or in **Your** care, custody or control
3. Any wilful, malicious or unlawful act
4. Any claims arising out of the ownership or use of land or buildings, animals, firearms or weapons
5. Any claims directly or indirectly resulting from the pursuit of trade, business or profession
6. Any claims arising out of the ownership, possession or use of Vehicles, aircraft or watercraft
7. Any claims arising out of the influence of intoxicating liquor or drugs.

## SECTION 3 - FISHING EQUIPMENT

Provides cover for theft, loss or damage to **Fishing Equipment**.

### WHAT IS COVERED:

**We** agree to pay for repair or replacement, up to the limit stated in your **Insurance Schedule**, of **Fishing Equipment** owned by you that has been stolen, lost or sustained **Accidental Damage** or malicious damage occurring within the **Period of Insurance** and within the **Territorial Limits**.

**We** will pay the cost of replacement as new for the lost or damaged article providing the article was not more than 3 years old at the date of the loss and provided it was purchased new at the time. Proof will be required which can be one of the following:

1. An original sales purchase or till receipt
2. An **Insurance Valuation** undertaken prior to any loss or damage
3. A bank or credit card statement showing evidence of purchase.

Where proof cannot be provided or the article was more than 3 years old or was not purchased new at the time, then **We** will deal with the claim on an **Indemnity Value** basis or cost of repair whichever the lesser. Any replacement **Fishing Equipment** will be supplied from a preferred supplier approved by **Us**.

If the article is proven to be beyond economical repair, a claim will be dealt with as if the article had been lost.

In the event of a claim in respect of a pair or set of articles **We** shall only be liable in respect of the value of that part of the pair or set which is lost, stolen or damaged.

If shown in the **Insurance Schedule**, the following is applicable:

### Vehicle Display Cover Extension

**We** shall provide cover for oversize **Fishing Equipment** that is unable to be stored out of sight in a locked boot or covered luggage area. Where the **Fishing Equipment** size prevents it from being kept out of sight, these items shall be subject to an **Excess** of 25% of the item's value or the **Excess** stated in the **Insurance Schedule**, whichever is the greater. This Extension in no way extends **Our** liability in respect of items that are normally able to be stored in a locked boot or covered luggage area.

### WHAT IS NOT COVERED

1. The amount of the **Excess**
2. Any loss, theft or damage to equipment which is hired, loaned or entrusted to **You**
3. Any loss from malicious damage &/or theft, not reported to the police within 24 hours of discovery and a crime reference number obtained
4. Any damage or loss or theft of **Fishing Equipment** in transit which has not been:
  - a. reported to the carrier
    - i. a written report obtained or
    - ii. in the case of an airline a property irregularity report will be required
  - b. submitted to the carrier and a refusal to indemnify received
5. Loss or theft of any **Fishing Equipment** left unattended unless there is evidence of forcible and violent entry/exit to or from any premises, security controlled club house, changing room or any securely locked locker or other similar place of storage
6. Damage to **Fishing Equipment** whilst left unattended, overnight at a recognized **Fishing** venue unless resulting from fire
7. Loss or theft of any **Fishing Equipment** left unattended in the open
8. Any theft from an unattended **Vehicle** unless the **Fishing Equipment** is kept out of sight in a locked boot or a covered luggage area, all the **Vehicle's** security devices are fully armed and verified by a Police Report
9. Business samples, goods, tools of trade
10. **Fishing Equipment** more specifically insured elsewhere
11. Any items which are perishable.
12. Breakage or damage to **Fishing Equipment** or other fragile articles which have not been packed in protective casing or packaging so as to prevent damage, particularly whilst in transit and any consequence thereof;
13. **Fishing Equipment** which are covered under manufacturers guarantee and/or have not been used in accordance with the manufacturers instructions

## SECTION 4 - PERSONAL ACCIDENT

Provides cover for accidental death, loss of limbs, permanent loss of sight, partial loss of sight, and permanent total disability.

### 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

Identifiable physical injury to **Your** body.

### WHAT IS COVERED

**BODILY INJURY** caused by an **Accident** during the **Operative Time** within the **Period of Insurance** occurring within the **Territorial Limits** which shall solely and independently of any other cause within 180 days result in:

1. **Your** death
2. Loss of one or more of **Your** limbs by physical separation at or above the wrist or ankle
3. The total irrecoverable loss of sight of both eyes as measured by the Snellen scale
4. The total irrecoverable loss of sight of one eye or the partial irrecoverable loss of sight of one or both eyes as measured by the Snellen scale. Partial irrecoverable loss of sight shall be deemed to be the loss of 50% or more of vision of one eye
5. Permanent Total Disablement that prevents **You** from engaging in any occupation.

If the **Territorial Limits** shown in the **Insurance Schedule** are worldwide then cover will apply anywhere in the world up to 180 days in anyone **Period of Insurance**.

**We** shall pay to **You** or **Your** heirs and executors the amount stated in the **Insurance Schedule** applicable to each item.

Note: For persons under 18 years of age the death benefit is limited to £1,000.

For persons aged 80 and over benefits 1 - 4 are limited to £5,000 and there is no cover under 5. **We** shall not pay for more than one lump sum benefit under this Section.

### WHAT IS NOT COVERED

1. Any claim where at the time of taking out this insurance **You** were aware of any medical condition or set of circumstances that could reasonably be expected to give rise to a claim
2. Accidental **BODILY INJURY** to any person aged under 16 or over 85
3. Permanent Total Disablement benefit to any person over 65
4. Any wilful exposure to risk (other than in an attempt to save human life)
5. Claims arising directly or indirectly from any manual work in connection with a profession, business or trade, or flying (except whilst travelling as a passenger in a fully licensed multi-engined passenger carrying aircraft)
6. Suicide or attempted suicide, intentional self-injury
7. Claims arising directly or indirectly from the effects of intoxicating liquors or drugs
8. Accidents arising directly or indirectly from motor cycling, as either driver or passenger, unless the driver holds a current licence permitting him/her to ride the motor cycle
9. Any pre-existing defect, infirmity, sickness or disease at the time of the **Accident**
10. Any claim arising from medical or surgical treatment (unless rendered necessary by accidental **BODILY INJURY** which is covered by this insurance).

### CONDITIONS

1. Payment of permanent disability benefit shall be made on certification by a medical referee that **You** are totally disabled from engaging in any gainful occupation for 12 months and at the end of that time **You** are beyond hope of improvement.
2. **We** shall not pay for more than one lump sum benefit under this Section.

## SECTION 5 – DENTAL TREATMENT

Provides cover in respect of accidental Dental Injury.

### WHAT IS COVERED:

We will pay You the amount stated in **Your Insurance Schedule** if at any time You are involved in an **Accident** during the **Operative Time** within the **Period of Insurance** and the **Territorial Limits** which shall solely and independently of any other cause, cause a Dental Injury to the insured requiring:

1. Dental, surgical and specialist fee's; or
2. Hospital, surgical and medical requisites.

Expenses shall only be those necessarily and reasonably incurred within 12 months of the date of the Dental Injury.

### WHAT IS NOT COVERED:

1. The amount of the **Excess**
2. Self-inflicted injury
3. Cosmetic or plastic surgery unless necessitated by a Dental Injury occurring during the **Period of Insurance**
4. Examinations, x-rays, extractions, fillings and general dental care except as a result of a Dental Injury
5. Examination for check-up purposes not incidental to the Dental Injury
6. Any condition which originated prior to the **Period of Insurance**
7. Damage to dentures, bridges or other forms of dental prosthetics
8. Normal wear and tear
9. Dental Injury caused by foodstuffs including foreign bodies therein
10. Dental Injury which is not apparent within 7 days of the date of the **Accident**.



## SECTION 6 – CLUB FEE REIMBURSEMENT

Provides reimbursement of unused **Fishing** club subscription.

### 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

Identifiable physical injury to **Your** body.

### WHAT IS COVERED

Where **You** have paid an annual amount for **Your Fishing** club membership subscription and **You** have become disabled from **Fishing** due to an **Accident** occurring within the **Operative Time** and within the **Period of Insurance**, **We** will pay to **Your Fishing** club the monetary value of the unused and irrecoverable portion of **Your** subscription for the remaining period to the end of the current membership year, up to the sum insured stated in the **Insurance Schedule**. This benefit applies to one subscription only.

### WHAT IS NOT COVERED

1. The amount of the **Excess**
2. Any claims if prior to the **Period of Insurance** defined in **Your Insurance Schedule You** were aware of any medical condition or set of circumstances that could reasonably be expected to give rise to a claim
3. Claims arising directly or indirectly from any activities other than recreational Fishing activities
4. Any wilful exposure to risk (other than in an attempt to save human life)
5. Claims arising directly or indirectly from any manual work in connection with a profession, business or trade, or flying (except whilst travelling as a passenger in a fully licensed multi-engined passenger carrying aircraft)
6. Suicide or attempted suicide, intentional self-injury
7. Claims arising directly or indirectly from the effects of intoxicating liquors or drugs
8. Accidents arising directly or indirectly from motor cycling, as either driver or passenger, unless the driver holds a current licence permitting him/her to ride the motor cycle
9. Any pre-existing defect, infirmity, sickness or disease at the time of an **Accident**
10. Any claim arising from medical or surgical treatment (unless rendered necessary by accidental BODILY INJURY which is covered by this insurance).

## SECTION 7 – MATCH ENTRY FEE REIMBURSEMENT

Provides reimbursement of event fees.

### WHAT IS COVERED

Where **You** have paid a fee for a recognised **Fishing Event** and **You** have to cancel **Your** attendance due to sickness or injury up to 14 days immediately prior to the **Fishing Event** start date, **We** will pay any portion of the fee that is unused and deemed to be irrecoverable from the **Fishing Event** organisers up to the amount specified in the **Insurance Schedule** in respect of any one claim or in the aggregate in any one **Period of Insurance**. This section shall only apply in the event of **You** being unable to participate and therefore unable to attend the **Fishing Event**.

### WHAT IS NOT COVERED

1. The amount of the **Excess**
2. Any claims if prior to the **Period of Insurance** defined in **Your Insurance Schedule** **You** were aware of any medical condition or set of circumstances that could reasonably be expected to give rise to a claim
3. Suicide or attempted suicide, intentional self injury
4. The effect of intoxicating liquors or drugs
5. Motor cycling, as either driver or passenger, unless the driver holds a current licence permitting him/her to ride the motor cycle
6. Any pre-existing defect, infirmity, sickness or disease at the time of entry into the **Fishing Event**
7. Any claim submitted without satisfactory written medical evidence
8. Any claim arising from medical or surgical treatment (unless rendered necessary by accidental **Bodily Injury** covered hereunder) occurring during the **Operative Time**.

## SECTION 8 – RECORD CATCH

Provides a monetary award in the event of a 'Record Catch' whilst participating in a recognised match or competition

### WHAT IS COVERED

**We** agree to pay any amount up to the limit stated in the **Insurance Schedule** in the event **You** shall achieve a record catch from an inland waterway or gravel pit during the course of **Fishing** in a recognised match or competition during the **Period of Insurance** and within the **Territorial Limits**.

**We** shall not pay for more than limit under this Section.

### WHAT IS NOT COVERED

1. Any claims unless submitted in writing, together with written confirmation of acknowledgment and acceptance by The British Record (rod-caught) Fish Committee within 14 days of their notification to **You**.

## GENERAL 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. **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 Fishing Care.

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

### 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](mailto:complaint.info@financial-ombudsman.org.uk)
- Website: [www.financial-ombudsman.org.uk](http://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](http://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.

Calls may be monitored and recorded for quality assurance purposes.

**Fishing  
Care** Specialist  
Angling  
Insurance

The Royals, Altrincham Road, Manchester M22 4BJ

**Tel:** 08000 923 924 **Fax:** 0845 305 8100

**email:** [admin@fishingcare.co.uk](mailto:admin@fishingcare.co.uk)

[www.fishingcare.co.uk](http://www.fishingcare.co.uk)