

Summary of Cover

Member Clubs/Syndicates of the Angling Trust

Underwritten by: Hiscox Insurance Company Ltd & Ortus Underwriting

Policy Numbers: HU PIB 8121816 (Combined Liability and Property)
ORT/ASTCPA/10193339 (Personal Accident)

Period of Insurance: 25th October 2023 to 24th October 2024

Operative time: Whilst participating in any authorised /recognised activities of Angling Trust whilst the club/syndicate is in membership of Angling Trust
Details of Angling Trust recognised activity can be located at Howden Angling Trust Insurance Centre <https://www.howdengroup.com/uk-en/angling-trust>

Liability Insurance

Cover provided The insurer will pay damages and legal costs arising from any claim made during the period of insurance and notified to Insurers in respect of legal liability incurred by the Insured in accordance with the terms and conditions of the policy.

Geographical Limits **Public Liability, Professional Indemnity and Employers Liability**
Temporary visits worldwide (whilst representing the Club/Syndicate), however trips to USA/Canada is limited to no longer than 90 days

Directors & Officers & Corporate Legal Liability
Worldwide excluding USA/Canada

Applicable Courts Employers Liability England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands
All Other sections - Worldwide excluding claims brought in USA/Canada

Entitled to Indemnity: Member Clubs/Syndicates their officials (committee/board/trustee), employees, members and volunteers where applicable (Junior members under the age of 12 must be accompanied by a responsible adult)

Limit of Indemnity:

Public & Products Liability	£10,000,000	Each claim with defence costs paid in addition other than for pollution and for products to which a single aggregate policy limit including defence costs applies
Abuse Extension Retroactive Date 25/07/16	£2,500,000	any one claim and in the aggregate including costs
Professional Indemnity Retroactive Date 25/07/17	£10,000,000	any one claim excluding defence costs
Directors & Officers Liability (Management Liability) Retroactive Date 25/07/17	£5,000,000	in the aggregate including costs .
Corporate Legal Liability (Management Liability) Excess £2,500 Retroactive Date 25/07/17	£5,000,000	in the aggregate including costs
Employers Liability	£10,000,000	All claims and their defence costs which arise from the same accident or event £5m in respect of Terrorism

Public & Products Liability

Protecting the club/syndicate its members and club volunteers against your legal liability for bodily injury to third parties and damage to their property and includes defence for obstruction, loss of amenities, trespass, nuisance, or interference with any right of way, light air or water whilst undertaking the Angling Trust recognised activity

Abuse Extension – Protecting the club/syndicate against your legal liabilities for managing safeguarding.

It is essential that you have a safeguarding policy and procedures in place.

Where you operate with Juniors or Vulnerable persons you should be adopting and adhering to the [Angling Trust Safeguarding Policies](#) details can be found [here](#) for abuse insurance to be available

Professional Indemnity

Protecting against club/syndicate its members and club volunteers if held responsible for breach of professional duty arising from negligent act error or omission of a Qualified Person arising from their Angling Trust recognised Activity. This section includes a libel and slander extension.

Directors & Officers & Corporate Legal Liability

Protection for the directors, officers, senior managers, committee members and trustees against claims arising from their decisions or actions taken whilst managing the club/syndicate.

Employers Liability

Covers the club, or committee if held liable for an injury that an employee suffers during the course of employment. The policy includes injuries to volunteers. This is a legal requirement for any club that employs people paid or unpaid.

Basis of Cover

The Professional Indemnity, Directors & Officers & Corporate Legal Liability and Abuse sections of the cover is written on a claims made basis . It is essential that any claims or circumstances that might give rise to a claim are notified during the policy period in accordance with the terms of the policy wording otherwise the right for indemnity under this insurance will be forfeited.

Key General Exclusions

Liability arising out of:

- Criminal Acts
- Product Guarantee or recall, repair or replacement
- In connection with damage to any data
- Medical malpractice
- Cyber Incidents & Attacks
- Deliberate or dishonest acts
- Prior claims, investigations and circumstances
- Prior litigation
- Matters insurable elsewhere
- Claims brought in the United States of America/Canada
- Contractual liability
- Use of boats/watercraft in excess of 8m in length
- Any Large Reservoir for which the Insured is the Undertaker, unless the Large Reservoir has been advised to and accepted by insurers
- Damage to own property
- Cyber claims and losses
- Abuse in respect of the individual accused or alleged to have committed abuse or have permitted abuse
- Incidents prior to the retroactive date
- Incidents / claims known to you but not reported to Insurers
- Breach of professional duty
- Takeover & mergers
- Share offerings
- Financial advantage
- Defined benefit pension schemes
- Failure to fund pension and employee benefit schemes
- Use of Power Tools unless the Power Tool conditions are met
- Provision of Charter Fishing

You must report every claim and any incident that is likely to give rise to a claim in the future. Incident Notification Guidelines are attached to this document to assist you. Please contact Howden on 0121 698 8040 and complete the necessary report/claim form as soon as possible to avoid prejudicing your claim

Please note Important Information

PUBLIC & PRODUCTS LIABILITY

Sub-Contractors

Insurers will not make any payment for any claim or loss arising directly or indirectly from work undertaken on your behalf by any sub-contractor or consultant unless you have taken all reasonable steps to ensure that all sub-contractors or consultants working on your behalf have and maintain in force public liability insurance for an indemnity limit of not less than £5,000,000.

Insurers will expect you demonstrate that you have complied with this requirement. E.g. retain documentary evidence of sub-contractor insurance prior to commencement of contract

Charter Fishing

(Applicable to this Public & Products Liability Section only)

Fishing from a vessel for hire carrying a passenger or passengers who are not a **member** that are engaged in recreational fishing.

The following is added to **What is not covered**:

We will not make any payment for any claim or loss directly or indirectly due to **charter fishing**.

This exclusion does not seek to exclude indemnity to a **member** onboard the vessel purely in a passenger capacity who is not in control of the vessel or the **charter fishing** operation.

Use of Power tools

Cover for use of Power tools will only apply where :

- Power tools are used as per the manufacturers guidelines
- Power tools are only used by competent Adult
- Power tools are to be securely locked away when not in use
- Use of Chainsaws is permitted only by users wearing the appropriate PPE equipment

Reservoirs

Definitions

Applicable Legislation: The Reservoirs Act 1975;

Flood and Water Management Act 2010 ("FWMA"); or any subsequent similar regulation or legislation in the United Kingdom.

Large Reservoir: A body of water held above ground level, having a designated volume of at least <25,000> cubic metres or any alternative minimum volume stated in the Applicable Legislation, required to be registered with the Environment Agency .

Undertaker:

Any party having legal responsibility as the "undertaker" for a reservoir, as defined by The

Reservoirs Act 1975, or any subsequent similar regulation or legislation in the United Kingdom.

Small Reservoir:

A body of water held above ground level having a designated volume which is less than a Large Reservoir.

Conditions (things you must do)

The following are conditions of the insurance that the Insured need to meet as the Insured's part of this contract to which this Endorsement attaches. If the Insured does not meet any of these conditions and that either causes a claim or contributes to a claim, the Insurer may reject that claim or payment in respect of that claim could be reduced.

It is a condition of this insurance that:

the Insured must ensure that each reservoir for which the Insured becomes the Undertaker, is registered with the Environment Agency in accordance with the requirements of the Applicable Legislation in force at that time. in respect of each reservoir for which the Insured becomes the undertaker, the Insured must:

- **have a risk assessment carried out; and then**
- **put in place a regular inspection regime;**

if required by the Environment Agency, under the Applicable Legislation. The Insured must keep written records of all risk assessments and inspections, complete with all recommendations made, for inspection by the Insurer if they require.

Exclusion (what is not covered)

The Insurer will not indemnify the Insured against legal liability arising out any Large Reservoir for which the Insured is the Undertaker, unless the Large Reservoir has been advised to and accepted by us before the Occurrence which results in a Claim.

Please contact Howden if you wish to insure the Public Liability for your Large Reservoir

All other terms, conditions, exclusions and limitations remain unchanged.

Please see link to government guidance on reservoirs below:-

<https://www.gov.uk/guidance/reservoirs-owner-and-operator-requirements>

PROPERTY SECTION

PORTABLE ITEMS

Territorial Limits – UK

Member Club Portable Equipment £2,000

Member Club Trophies (per Club) £500

Excess: £150

Portable equipment used in connection with your business which belongs to you or for which you are legally responsible, including:

1. computers including laptops and tablets;
2. mobile phones;
3. television and video equipment;
4. tools;
5. accessories associated with any of the above;
6. goods held in trust.

Single Article Limit of £1,000 unless otherwise stated in the Schedule.

Insurers require prompt notice of any claim

Principle Exclusions

Damage caused by
wear and tear /gradually operating cause
Theft from unattended vehicle unless the item is out of sight in a locked boot or locked storage compartment
Virus or hacker
Dryness humidity exposure to light or extreme temperature unless the damage is caused by storm or fire
Damage to the equipment unless in your care custody control at all times or otherwise secured in a locked hotel room or safe or other **securely locked room or premises**
Damage to equipment being cleaned worked on or maintained
Damage to equipment directly resulting from its own failure
Damage to personal effects
Misuse inadequate or in appropriate maintenance faulty workmanship defective design or the use of faulty materials
Loss or distortion of information resulting from error or malfunction of the equipment
The value to you of any lost o distorted information
Unexplained loss or disappearance
Loss by fraud or dishonesty of partner director or employee of yours unless notified within 10 working days if its discovery by you
Any indirect losses which result for the incident
The amount of any excess
Andy damage loss cost or expense directly or indirectly cause by contributed to by resulting from or in connection with any of the following

- a. Terrorism
- b. Civil commotion in northern Ireland
- c. War
- d. Confiscation
- e. Nuclear risks
- f. Communicable disease or fear or threat of
- g. Any action taken in controlling preventing supressing or in any way responding to the above

MONEY SECTION

Money: in the office while open for business or in the office in a locked safe £5,000 total amount insured
Money in the insured location, in transit or at the home of any trustee, partner, director or employee £500 total amount insured
Money: in transit £ 5,000
Money: at all other times £ 200 total amount insured
Fraud and dishonesty £ 5,000 total amount insured
Identity Fraud: £ 5,000 total amount insured

Please note

Loss by fraud or dishonesty of any individual partners, directors, employees, trustees, committee members or volunteers of yours.

The loss **must** be notified to insurers within ten working days of its discovery by you for cover to apply

Summary of Personal Accident Cover

Policy Number ORT/ASTCPA/10193339
Insurer Ortus Underwriting
Age Limit Under 96 years at the Policy Effective Date
 Anyone aged 86 to 95 are not insured for items 8 or 9 below

Personal Accident Cover Category A

Item	Schedule of Benefits	Sum Insured
1	Accidental Death	£5,000
2	Permanent Total Loss of Sight of One Eye	£5,000
3	Permanent Total Loss of Sight of Both Eyes	£5,000
4	Loss of One or More Limb(s)	£5,000
5	Permanent Total Loss of Speech	£5,000
6	Permanent Total Loss of Hearing	
	(a) In One Ear	£1,250
	(b) In Both Ears	£5,000
7	Permanent Total Disablement	£5,000
	Permanent Partial Disablement	Covered
8	Temporary Total Disablement	£50.00 per week
	Excess Period	14 Days
	Benefit Period	52 Weeks
9	Temporary Total Disablement by Weil's Disease (Leptospirosis)	£50.00 per week
	Excess Period	14 Days
	Benefit Period	52 Weeks

Maximum Sums Insured

Maximum Sum Insured Any One Occurrence	£1,000,000
--	------------

Category A

Maximum Sum Insured in respect of Item 1	The sum insured
Maximum Sum Insured in respect of Item 2	The sum insured
Maximum Sum Insured in respect of Items 3 to 5, 6b and 7	The sum insured
Maximum Sum Insured in respect of Item 6a	The sum insured
Maximum Sum Insured in respect of Item 8	The sum insured or 65% Gross Weekly Wage (whichever is the lesser)
Maximum Sum Insured in respect of Item 9	The sum insured or 65% Gross Weekly Wage (whichever is the lesser)

Additional Benefits

Item	Schedule of Benefits	Sums Insured
10	Medical Expenses	Up to 25% of any claim amount paid under Section A Items 1-8 up to a maximum payment of £10,000
11	Coma Benefit	£25 per day payable up to 26 weeks
12	Dental and Optical Expenses	Up to £250
13	Hospital In-Patient Expenses (per day)	£25 per day payable up to 30 days
14	Personal Effects	Up to £250
15	Funeral Expenses	Up to £5,000

Exclusions applicable to Medical Expenses

We will not pay for any claim where the benefit payable is recoverable under any other Insurance that **You** or an **Insured Person** may have in force

Exclusions applicable to Coma Benefit

We will not pay for the first 48 hours of any claim.

Exclusions applicable to Dental and Optical Expenses

We will not pay

- (a) for the first £50 each and every claim
- (b) for claims arising from pre-existing dental or optical conditions
- (c) for charges made for travelling time, broken appointments or similar punitive charges
- (d) for claims arising from wear, tear, deterioration, staining or defective workmanship
- (e) for routine examination, extractions, amalgam fillings, cleaning, scaling, polishing and x-rays
- (f) for cosmetic treatment or any treatment deemed to be clinically unnecessary
- (g) the costs of travelling expenses and telephone calls
- (h) the fitting or re-fitting of **Dental Implants** or any subsequent loss of or damage to **Dental Implants** once fitted

Exclusions applicable to Hospital In-Patient Expenses

We will not pay for any claim where the benefit payable is less than £50.

Applicable to ALL Sections of this Policy

The following **Policy** Exclusions apply to all Sections of the **Policy** and all clauses, extensions and endorsements unless otherwise stated.

We shall not be liable for death, disablement, loss or expense:-

1. Whilst the **Insured Person** is:-

- (a) Engaged or taking part in military, air force or naval service or operations (other than reserve or volunteer training)
- (b) Engaged or taking part in aeronautics or aviation, other than as a passenger.
- (c) Engaged or taking part in mountaineering or rock climbing normally involving the use of ropes and/or guides and/or specialist climbing equipment
- (d) Riding or driving in any kind of race.

2. Directly or indirectly caused or contributed to by the **Insured Person's**

- (a) Provoked assault or fighting except in bona fide self-defence
- (b) Own criminal act
- (c) Engagement or participation in civil commotions or riots of any kind
- (d) Deliberate exposure to exceptional danger (except in an attempt to save human life).
- (e) Intentional self-injury (f) Suicide or attempted suicide

3. For claims where medical or other suitable evidence is not provided.

4. Whilst the **Insured Person** is under the influence of alcohol (which exceeds the prescribed limit under the Road Traffic Acts 1988 and would render the **Insured Person** unfit to drive regardless of whether the **Insured Person** is driving or not), drugs or solvents (other than drugs taken under medical supervision but not for the treatment of drug addiction).

5. Consequent upon venereal disease or any expenses incurred either directly or indirectly in the treatment of, diagnosis or counselling of either Acquired Immune Deficiency Syndrome (AIDS), AIDS related complex (ARC), or Human Immunodeficiency Virus (HIV).

6. Any loss, damage or any legal liability of whatsoever nature, directly or indirectly caused by or contributed to, by or arising from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

7. Arising from or attributable to **War** (whether declared or not), whilst the **Insured Person** is in the **United Kingdom** and/or the **Insured Persons Country of Domicile** or is travelling to any country or area that, at the commencement of travel, was publicly known to be in a state of, or faced with the threat of **War**.

This exclusion shall automatically be deemed inoperative if the **Insured Person's** presence in such country or area is attributable to:

- (a) The scheduled transit or stopover not exceeding 24 hours of an aircraft or sea vessel in which he is travelling, or
- (b) Involuntary diversion or transit due to force majeure or to **Hijack, Kidnap** or the like, an **Act of Terrorism** or criminal act, provided always that at the time of the original occurrence or act the **Insured Person** was not within the confines of any country or area to which this exclusion was applicable, nor travelling to or from such country or area other than as provided for under (a).

8. Regardless of any contributory cause(s), any claim(s) in any way caused or contributed to by an **Act of Terrorism** involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent. If **We** allege that, by reason of this exclusion, any claim is not covered by this **Policy**, the burden of proving the contrary shall be upon **You**.
9. Arising out of or consequent upon or contributed to **Radiation**.
10. Where an **Insured Person** is aged 80 years or over at the **Policy** effective date
11. Any claim arising from or attributable to **Illness** or natural cause other than specifically noted under Item 9 - **Temporary Total Disablement by Weil's Disease (Leptospirosis)**
12. Arising from a disability or condition of the **Insured Person** for which medical advice or treatment has been given prior to the inception of cover under this Insurance.
13. Arising out of any condition caused by, prolonged by, or aggravated by any psychiatric, mental or nervous disorder of the **Insured Person**, including anxiety and/or depression.
14. Any claim in respect of Items 10 to 15 for any expenses incurred for longer than the **Benefit Period** as noted under Item 8 in the **Policy** schedule or 26 weeks whichever is the less. If Item 8 is not covered then **We** will not cover expenses incurred for longer than 26 weeks
15. Solely due to an **Insured Person** being unable to take part in sporting activities or pastimes
16. Where an **Insured Person** is a professional sports person other than
- (a) A full time or part time paid coach
- (b) A sponsored amateur who is engaged in their sport on a full-time or part-time basis (c) A professional entertainer

This document is intended to be a summary of cover and full copies of the policy wordings including terms, condition & exclusions are available on request. For any queries concerning the details above, please contact Howden on 0121 698 8000, who are the Insurance Brokers for the Angling Trust.

Details of Angling Trust recognised activity and additional information regarding your membership insurance can be located at Howden Angling Trust Insurance Centre <https://www.howdengroup.com/uk-en/angling-trust>

Incident Notification Guidelines

It is important that all incidents that may give rise to a claim are reported to us as soon as possible after the event. This will enable Insurers to carry out investigations at an early stage whilst information relating to the claim remains fresh in the mind. This will also ensure that you are complying fully with your policy terms and conditions.

In order to achieve this, we ask that you notify us immediately of any incident that involves:

- a fatal accident
- an injury involving either referral to or actual hospital treatment
- any allegations of libel/slander
- any allegations of Professional Negligence i.e. arising out of tuition, coaching or advice given
- any investigation under any child protection legislation
- any circumstance involving damage to third party property
- any head injury that requires medical treatment (Doctor or Hospital)
- any fracture other than to fingers, thumbs or toes.
- any amputation, dislocation of the shoulder, hip, knee or spine
- loss of sight (whether temporary or permanent)
- any injury resulting from electrical shock or burn, leading to unconsciousness or requiring resuscitation or admittance to hospital for more than 24 hours
- any other injury leading to hypothermia, heat induced illness or to unconsciousness which requires resuscitation or admittance to hospital for more than 24 hours
- loss of consciousness caused by asphyxia or by exposure to a harmful substance or biological agent

Please note the above list is not exhaustive and if you are unsure as to whether an incident should be reported, then please do not hesitate to contact Howden Claims Department for further advice.

Additional guidance for reporting safeguarding matters can be located at <http://www.howden-sites.co.uk/uploads/documents/docs//Safeguarding-in-Sport-HUG-BJLLP.pdf>

We would remind you that in NO circumstances should you admit liability or agree to pay for any damage caused as this may prejudice the position of Insurers and COULD result in the withdrawal of any indemnity.

Finally, please note that this is a Liability Policy where Insurers decide if negligence attaches to you. Therefore any payments you make to any third parties will not necessarily be reimbursed.

Incident Recording Guidelines

We would recommend that a designated person within your organisation is made responsible to record any reportable accident. Records must be kept for at least 6 years and significantly longer where the incident involves a minor. Names and addresses of any possible witnesses should also be recorded.

Current legislation does not specify the format of an accident register but the Accident Book BI 510 obtainable from HMSO is frequently used and is approved by the Information Commissioner for D&A Compliance.

The register must contain the following information relating to all reportable accidents or dangerous occurrences:

- date and time of accident
- as regards a person at work - full name; occupation; nature of injury; age
- as regards a person not at work - full name; status (e.g. customer); nature of injury; age
- place where accident occurred
- a brief description of the circumstances
- method by which the event was reported

Reporting Incident to Health & Safety Executive

You may also have obligations under the RIDDOR regulations to report incidents to the HSE. For further information log onto the HSE website www.hse.gov.uk/riddor.