

insure *sport*[®]

The logo for insure4sport, where the number "4" is a green circle with a white diagonal line.

Fisheries & Riparian Owners

www.insure4sport.co.uk

Thank you for choosing Insure4Sport.

Insure4Sport is a trading name of Ripe Insurance 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 it uses 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

Aviva Insurance Limited. Registered in Scotland No. 2116. Registered office: Pitheavlis, Perth, PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 202153.

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** are not happy with it and choose to cancel **Your** policy within the first 14 days of the purchase or renewal of the policy or the day on which **You** receive **Your** policy documentation, whichever is the latter. **You** will be entitled to a full refund of **Your** policy insurance premium including any insurance premium tax and policy fees paid, on condition that no claims have been made or are pending. **You** must send a signed letter of cancellation via post or fax or send an email. If **You** have spoken to **Us** to arrange **Your** policy, **We** may deduct an administration fee of up to £10 but this charge will not be made if **You** have arranged **Your** policy online without speaking to **Us**.

If any gifts or promotional vouchers have been provided with **Your** policy, a refund will only be completed if these are returned with a signed letter of cancellation. If printable vouchers have been provided these must have not been redeemed. This does not affect **Your** statutory rights.

You may cancel after the 14 days have expired. **We** may provide **You** with a refund of premium less the administration cancellation fee of up to £30.00. There will also be no return of premium where the premium refund due is less than £10. **You** must send a signed letter of cancellation via post or fax, or send an email.

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.

Valid reasons include but are not limited to:

- Non-payment of premium. If payment is not paid when due **We** will write to **You** requesting payment by a specific date. If **We** receive payment by the date set out in the letter **We** will take no further action. If **We** do not receive payment by this date **We** will cancel the insurance from the cancellation date shown on the letter.
- Where **We** reasonably suspect fraud
- Where **You** fail to co-operate with **Us** or provide **Us** with information or documentation **We** reasonably require, and this affects **Our** ability to process a claim or defend **Our** interests. See the 'Claims' section in this policy booklet
- Where **You** have not taken reasonable care to provide complete and accurate answers to the questions **We** ask. See the 'Keeping **Us** Informed' section of this policy booklet.

If **We** cancel the policy **You** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **We** have provided such cover, unless the reason for cancellation is fraud and/or **We** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

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)333 400 7541**
Calls to this number are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored
- 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

Please quote **Your** policy number and claim reference (if applicable) in all correspondence so that **Your** concerns may be dealt with speedily.

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 have taken a product out with us online or by telephone, you can also use the European Commission's Online Dispute Resolution (<http://ec.europa.eu/odr>) service to make a complaint. The purpose of this platform is to identify a suitable Alternative Dispute Resolution (ADR) provider and we expect that this will be the Financial Ombudsman Service. Please be aware that the Financial Ombudsman Service will only be able to consider your complaint after we have had the opportunity

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.
- Telephone: 0800 023 4567 (Calls from UK landlines and mobiles are free) or 0300 123 9123
- Or log onto their website www.financial-ombudsman.org.uk

Alternatively, **You** can ask Insure4Sport to refer the matter on for **You**.

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

NAME OF THE UNDERWRITER

Aviva Insurance Limited. Registered in Scotland No. 2116. Registered office: Pitheavlis, Perth, PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 202153.

If **You** 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.

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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

OUR CLAIMS DEPARTMENT

In the event you need to make a claim, our claims service is provided by Davies Group who are our nominated claims handlers.

HOW TO MAKE A CLAIM

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

1. Notify Davies Group 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)333 400 7541**
- 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. **We** will be entitled, at **Our** cost, but in **Your** name, to:
 - a. Take legal proceedings for **Our** own benefit in respect of the cost of the claim, damages or otherwise; or
 - b. Take over and conduct the defence or settlement of any claim
4. No admission, offer, promise, payment, or indemnity shall be made or given by **You** or on **Your** behalf without **Our** written consent.
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. 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.
3. 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 2012

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 reasonably possible but no later than 14 days. 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.

STATEMENT OF DEMANDS AND NEEDS

This policy meets the demands and needs of a fishery or riparian owner operator who requires insurances for:

- Public and Products Liability, and/or
- Professional Indemnity, and/or
- Employers' Liability

as detailed in this Insurance Booklet.

KEEPING US INFORMED

This policy is based on the information **You** have given **Us** about **Your Business**. You must tell us immediately about the following changes:

- Any changes to the levels of cover **You** require
- Any changes to **Your** contact information
- Any criminal convictions or if **You** have had any other insurance declined, cancelled or had special terms imposed

If **You** fail to disclose all relevant information or make a misrepresentation, **We** may:

- Cancel **Your** policy and refuse to pay any claim, or
- **We** may not pay the claim in full, or
- **We** may revise the premium and/or change any **Excess**, or
- The extent of cover may be affected

YOUR RIGHT TO CANCEL

If **You** are not happy with it and choose to cancel **Your** policy within the first 14 days of the purchase or renewal of the policy or the day on which **You** receive **Your** policy documentation, whichever is the later. **You** will be entitled to a full refund of **Your** policy insurance premium including any insurance premium tax and policy fees paid, on condition that no claims have been made or are pending. **You** must send a signed letter of cancellation via post or fax or send an email. If **You** have spoken to **Us** to arrange **Your** policy, **We** may deduct an administration fee of up to £10 but this charge will not be made if **You** have arranged **Your** policy online without speaking to **Us**.

If any gifts or promotional vouchers have been provided with **Your** policy, a refund will only be completed if these are returned with a signed letter of cancellation. If printable vouchers have been provided these must have not been redeemed. This does not affect **Your** statutory rights.

You may cancel after the 14 days have expired. **We** may provide **You** with a refund of premium less the administration cancellation fee of up to £30.00. There will also be no return of premium where the premium refund due is less than £10. **You** must send a signed letter of cancellation via post or fax, or send an email.

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.

Valid reasons include but are not limited to:

- Non-payment of premium. If payment is not paid when due **We** will write to **You** requesting payment by a specific date. If **We** receive payment by the date set out in the letter **We** will take no further action. If **We** do not receive payment by this date **We** will cancel the insurance from the cancellation date shown on the letter.
- Where **We** reasonably suspect fraud
- Where **You** fail to co-operate with **Us** or provide **Us** with information or documentation **We** reasonably require, and this affects **Our** ability to process a claim or defend **Our** interests. See the 'Claims' section in this policy booklet
- Where **You** have not taken reasonable care to provide complete and accurate answers to the questions **We** ask. See the 'Keeping **Us** Informed' section of this policy booklet.

If **We** cancel the policy **You** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **We** have provided such cover, unless the reason for cancellation is fraud and/or **We** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

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.

FRAUD PREVENTION AND DETECTION

In order to prevent and detect fraud **We** may at any time:

1. Share information about **You** with other organisations and public bodies including the police;
2. Check and/or file **Your** details with fraud prevention agencies and databases, and if **You** give false or inaccurate information and **We** suspect fraud, **We** will record this. **We** can supply on request further details of the databases **We** access or contribute to. If **You** require further details please contact **Us** at:

Policy Investigation Unit, Aviva,
Cruan Business Centre,
Westerhill Business Park,
123 Westerhill Road,
Bishopbriggs,
Glasgow,
G64 2QR
Telephone 0345 300 0597.
Email: PIUUKDI@AVIVA.COM

We and other organisations may also search these agencies and databases to:

1. Help make decisions about the provision and administration of insurance and related services for **You**
 2. Trace debtors or beneficiaries, recover debt, prevent fraud and to manage **Your** accounts or insurance policies; and
- Check **Your** identity to prevent money laundering, unless **You** provide other satisfactory proof of identity.

TELEPHONE CHARGES

Calls are charged at national call rates (charges may vary dependent on **Your** network provider) and are usually included in inclusive minute plans from landlines and mobiles. For **Our** joint protection telephone calls may be recorded and/or monitored

AUTOMATIC REINSTATEMENT

In the event of partial loss, theft or damage to the property insured the sum insured will be automatically reinstated from the date of the damage unless **You** have written to Us or **We** have written to **You**, to the contrary. In accordance with the automatic reinstatement of the sum insured **You** will undertake to pay the necessary premium as **We** may require for such reinstatement from that date.

CUSTOMERS WITH DISABILITIES

This policy and other associated documentation are also available in large print. If **You** require this please contact Insure4Sport.

USE OF LANGUAGE

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

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

Aviva Insurance Limited

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. aerospatial 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

- 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:
 - Made against the Insured during the **Period of Insurance** specified in the **Insurance Schedule** and
 - Notified as soon as possible in writing to **Us** by the Insured during the **Period of Insurance**
 - Arising out of any act, error or omission which occurred subsequent to the retroactive date specified in the **Insurance Schedule**
 - Arising out of any acts, errors or omissions occurring in the **Territorial Limits** stated in **Your Insurance Schedule**.
- 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**.
- 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**.
- 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

- 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**.
- This Insurance does not indemnify the Insured against any Claim or Claims:
 - Made or threatened or in any way intimated prior to the inception date of the insurance.
 - 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).
- 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.
- 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**.
- Claims as a result of the insolvency, bankruptcy or liquidation as the case may be of the Insured.
- Claims arising from the sale or supply of goods by or on behalf of the Insured.
- Any wilful, malicious or unlawful act
- Liability to pay:
 - liquidated, punitive, exemplary or aggravated damages
 - any fines and/or penalties imposed by law
 - any trading debts.
- 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
- Liability arising from any breach of copyright
- Claims to any of **Your** employees or immediate family (spouse, children, parents, siblings and their families)
- Liability arising out of the use, ownership, possession of land or buildings, animals, firearms or weapons
- 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
- Liability as a result of **Your** insolvency, bankruptcy or liquidation as the case may be
- Any form of performance, surety, credit or financial guarantee
- Economic or pecuniary loss where no personal injury or damage to tangible property occurs
- 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
- Property** damage to any property belonging to **You** or is in **Your** custody, care or control
- Liability where **You** are entitled to indemnity from another more specific source
- Liability arising from a contract or agreement unless **You** would have been liable in the absence of such contract or agreement
- 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 EXPENSESIn 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 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
 - 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:
- there is no appeal outstanding;
 - 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**;
 - any payment made by **Us** shall only be in respect of liability for which YOU would have been entitled to indemnity under this **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:
- 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
 - 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:
- 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;
 - 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**;
 - We** will only be liable for COSTS AND EXPENSES incurred in respect of legal representation appointed by **Us**;
 - 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;
 - This indemnity will not apply:
 - in respect of fines or penalties of any kind;
 - to proceedings consequent upon any BODILY INJURY deliberately caused by YOU; or
 - 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. If there is any other insurance covering the same claim, or would have covered the claim but for the existence of this policy, **We** will not make any payment under Public Liability until all cover under that other insurance is exhausted. For all other claims **We** will not pay more than **Our** share of the claim, even if the other insurer refuses the claim

Important note

This condition will not have the effect of leaving **You** without cover for any claim and operates where there is any other insurance covering the same claim (or would have in the absence of this policy) and determines how those insurance policies apply.

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. Anything which occurred before the period of insurance
2. Any act of fraud or dishonesty by **You** or anyone acting on **Your** behalf
3. War

Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:

war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

4. Terrorism

Any consequence whatsoever which is directly or indirectly caused by nuclear and/or chemical and/or biological and/or radiological means, or anything connected with those means, and which is the direct or indirect result of Terrorism, or anything connected with Terrorism, whether or not such consequence has been contributed to by any other cause or event.

Terrorism is defined as any act or acts including, but not limited to:

- a. the use or threat of force and/or violence and/or
- b. harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and/or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.

5. Other Actions

Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:

any action taken in controlling, preventing, suppressing or in any way relating to 3) War or 4) Terrorism above.

6. Ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel
7. Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
8. Pressure waves from aircraft or other aerial devices travelling at supersonic speeds
9. Suicide or attempted suicide, intentional self-injury or deliberate exposure to unusual danger (except in an attempt to save life), **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**)
10. Any loss or damage:
 - a. deliberately caused by; or
 - b. arising from a criminal act caused by;
You or any other person living with **You**.
11. Consequence of or in any way involving reckless disregard and/or wilful breach of duty of any kind
12. Any claims brought against the **You** in any country or jurisdiction outside of the **United Kingdom**
13. Directly or indirectly relating to asbestos including but not limited to mental injury or fear of suffering **Bodily Injury**, death, disease or illness
14. 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
15. Loss or damage caused by decay, wear and tear, moth, vermin, atmospheric or climatic conditions, manufacturing fault, inherent defect, deterioration or mechanical derangement of any kind
16. 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.

HOW TO COMPLAIN

Please quote Your policy number and claim reference (if applicable) in all correspondence so that Your concerns may be dealt with speedily. 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 contact:

Subject	Contact
A claim	Please contact Davies Group Customer Relations: <ul style="list-style-type: none">• Post – Davies Managed Systems Limited, PO BOX 2801, Hanley, Stoke on Trent, ST4 5DN• Phone – 01782 339128 Details of the Davies Group internal complaint-handling procedures are available on request.
All other matters	Please contact Insure4Sport: <ul style="list-style-type: none">• Email – complaints@ripeinsurance.co.uk• Post – Insure4Sport, The Royals 353 Altrincham Road, Manchester, M22 4BJ• Phone – 0333 400 9429

COMPLAINTS PROCESS

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 Your complaint is reviewed, a final decision will be issued in writing within 8 weeks of the date Your complaint is received.

IF YOU ARE STILL NOT HAPPY

If you have taken a product out with us online or by telephone, you can also use the European Commission's Online Dispute Resolution (<http://ec.europa.eu/odr>) service to make a complaint. The purpose of this platform is to identify a suitable Alternative Dispute Resolution (ADR) provider and we expect that this will be the Financial Ombudsman Service. Please be aware that the Financial Ombudsman Service will only be able to consider your complaint after we have had the opportunity

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, South Quay Plaza. 183 Marsh Wall, London E14 9SR
- Telephone: 0800 0234567 (For landline users) or 0300 1239123 (for mobile users)
- 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.

DATA PROTECTION – PRIVACY NOTICE

The below information is how **We** deal with **Your** data protection as **Your** insurer. For further information on how **Your** broker handles **Your** data please refer the terms of business and privacy policy issued by them.

PERSONAL INFORMATION

We collect and use personal information about **You** so that **We** can provide **You** with a policy that suits **Your** insurance needs. This notice explains the most important aspects of how **We** use **Your** information but **You** can get more information about the terms **We** use and view **Our** full privacy policy at www.aviva.co.uk/privacypolicy

We are the data controller responsible for this personal information as the insurer of the product. Additional controllers include your broker who are responsible for the sale and distribution of the product, and any applicable reinsurers.

PERSONAL INFORMATION WE COLLECT AND HOW WE USE IT

We will use personal information collected from **You** and obtained from other sources:

- to provide **You** with insurance: **We** need this to decide if **We** can offer insurance to **You** and if so on what terms and also to administer **Your** policy, handle any claims and manage any renewal.
- to support legitimate interests that **We** have as a business. **We** need this to:
- manage arrangements **We** have with **Our** insurers, reinsurers and brokers **We** use, and for the detection and prevention of fraud,
- help **Us** better understand **Our** customers and improve **Our** customer engagement. This includes profiling and customer analytics which allows **Us** to make certain predictions and assumptions about **Your** interests, make correlations about **Our** customers to improve **Our** products and to suggest other products which may be relevant or of interest to customers,
- to meet any applicable legal or regulatory obligations: **We** need this to meet compliance requirements with **Our** regulators (e.g. Financial Conduct Authority), to comply with law enforcement and to manage legal claims, and
- to carry out other activities that are in the public interest: for example **We** may need to use personal information to carry out anti-money laundering checks.

The personal information **We** collect and use will include name, address, date of birth and financial information. If a claim is made **We** will also collect personal information about the claim from **You** and any relevant third parties. **We** may also need to ask for details relating to the health or any unspent offences or criminal convictions of **You**. **We** recognise that information about health and offences or criminal convictions is particularly sensitive information. **We** will ensure that **We** only use that information where **We** need to for **Our** insurance purposes (including assessing the terms of **Your** insurance contract, dealing with changes to **Your** policy and/or dealing with claims).

There may be times when **We** need consent to use personal information for a specific reason. If this happens **We** will make this clear to **You** at the time. If **You** give **Us** consent to using personal information, **You** are free to withdraw this at any time by contacting **Us** – refer to the “Contacting **Us**” details below. Please note that if consent to use this information is withdrawn **We** will not be able to continue to process the information **You** gave **Us** for this/these purposes(s). This would not affect **Our** use of the information where consent is not required.

Of course, **You** don't have to provide **Us** with any personal information, but if **You** don't provide the information **We** need **We** may not be able to proceed with **Your** application or any claim **You** make.

Some of the information **We** use as part of this application may be provided to **Us** by a third party. This may include information already held about **You** within the Aviva group, including details from previous quotes and claims, information **We** obtain from publicly available records, **Our** trusted third parties and from industry databases, including fraud prevention agencies and databases.

CREDIT REFERENCE AGENCY SEARCHES

To ensure the **We** have the necessary facts to assess **Your** insurance risk, verify **Your** identity, help prevent fraud and provide **You** with **Our** best premium and payment options, **We** may need to obtain information relating to **You** at quotation, renewal and in certain circumstances where policy amendments are requested. **We** or **Our** agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossession(s)). Similar checks may be made when assessing claims.

The identity of **Our** Credit Reference Agency and the ways in which they use and share personal information, are explained in more detail at www.callcredit.co.uk/crain.

AUTOMATED DECISION MAKING

We carry out automated decision making to decide whether **We** can provide insurance to **You** and on what terms. In particular, **We** use an automated underwriting engine to process the personal information **You** provide as part of this application process. This will include **Your** age and the level of cover **You** choose. **We** do this to calculate the insurance risk and how much the cover will cost **You**. Without this information **We** are unable to provide a price that is relevant to **Your** individual circumstances and needs. **We** regularly check the way **Our** underwriting engine works to ensure **We** are being fair to **Our** customers. After the automatic decision has been made, **You** have the right to speak to someone from Aviva who may review the decision and provide a more detailed explanation. If **You** wish to invoke this right please contact **Us** at dataprt@aviva.com.

HOW WE SHARE YOUR PERSONAL INFORMATION WITH OTHERS

We may share **Your** personal information:

- with the Aviva group, **Our** agents and third parties who provide services to **Us**, and **Your** intermediary and other insurers (either directly or via those acting for the insurer such as loss adjusters or investigators) to help **Us** administer **Our** products and services,
- with regulatory bodies and law enforcement bodies, including the police, e.g. if **We** are required to do so to comply with a relevant legal or regulatory obligation,
- with other organisations including insurers, public bodies and the police (either directly or using shared databases) for fraud prevention and detection purposes,
- with reinsurers who provide reinsurance services to Aviva and for each other in respect of risks underwritten by Aviva, with insurers who cover Aviva under its group insurance policies and with **Our** brokers who arrange and manage such reinsurance and insurance arrangements.

They will use **Your** data to decide whether to provide reinsurance and insurance cover, arrange and manage such cover, assess and deal with reinsurance and insurance claims under such cover and to meet legal obligations. They will keep **Your** data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third party service providers, law enforcement and regulatory bodies.

Some of the organisations **We** share information with may be located outside of the European Economic Area (“EEA”). **We** will always take steps to ensure that any transfer of information outside of Europe is carefully managed to protect **Your** privacy rights. For more information on this please see **Our** Privacy Policy or contact **Us**.

HOW LONG WE KEEP YOUR PERSONAL INFORMATION FOR

We maintain a retention policy to ensure **We** only keep personal information for as long as **We** reasonably need it for the purposes explained in this notice. **We** need to keep information for the period necessary to administer **Your** insurance and deal with claims and queries on **Your** policy. **We** may also need to keep information after **Our** relationship with **You** has ended, for example to ensure **We** have an accurate record in the event of any complaints or challenges, carry out relevant fraud checks, or where **We** are required to do so for legal, regulatory or tax purposes.

YOUR RIGHTS

You have various rights in relation to **Your** personal information, including the right to request access to **Your** personal information, correct any mistakes on **Our** records, erase or restrict records where they are no longer required, object to use of personal information based on legitimate business interests, including profiling and marketing, ask not to be subject to automated decision making if the decision produces legal or other significant effects on **You**, and data portability. For more details in relation to **Your** rights, including how to exercise them, please see **Our** full privacy policy or contact **Us** – refer to the “Contacting **Us**” details below.

CONTACTING US

If **You** have any questions about how **We** use personal information, or if **You** want to exercise **Your** rights stated above, please contact **Our** Data Protection team by either emailing them at dataprt@aviva.com or writing to the Data Protection Officer, Level 5, Pitheavlis, Perth PH2 0NH.

If **You** have a complaint or concern about how **We** use **Your** personal information, please contact **Us** in the first instance and **We** will attempt to resolve the issue as soon as possible. **You** also have the right to lodge a complaint with the Information Commissioners Office at any time.

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