



<b>Cover Provided</b>	<p><b>PUBLIC &amp; PRODUCTS LIABILITY</b></p> <p>Limit of Indemnity: £10,000,000 any one Occurrence, but limited to £10,000,000 in the aggregate in respect of Products Liability</p> <p>Excess: £250</p> <p><b>Sub Contractors Condition</b></p> <p>It is a condition precedent to Our liability that all sub contractors engaged by You shall have in force and effect Public Liability Insurance for third party Bodily Injury or Damage to Property with a minimum limit of indemnity limit of &amp;#pound;10,000,000 throughout the duration of their contract with You.</p> <p>You shall undertake to obtain and retain documentary evidence of the said Insurances, prior to the commencement of any contract.</p> <p><b>Charter Fishing Exclusion</b> (Applicable to this Public &amp; Products Liability Section only)</p> <p><u>Definition</u> Charter Fishing: Fishing from a vessel for hire carrying a passenger or passengers who are not members of the Angling Trust that are engaged in recreational fishing.</p> <p>The Insurer will not Indemnify the Insured against legal liability for the provision of Charter Fishing irrespective of length of the craft.</p> <p><b>Abuse Extension</b></p> <table border="0"> <tr> <td>Retroactive Date:</td> <td>Limit of indemnity:</td> <td></td> </tr> <tr> <td>A.</td> <td>25/7/2016</td> <td>A.£2,500,000 any one claim and in the aggregate</td> </tr> <tr> <td>B.</td> <td>N/A</td> <td>B.£500,000 any one claim and in the aggregate</td> </tr> <tr> <td>C.</td> <td>N/A</td> <td>C.£100,000 any one claim and in the aggregate in respect of Insuring Agreement 2 only</td> </tr> </table> <p>Excess: £1,000 each and every claim</p> <p>This Extension is on a "claims made" basis. It only covers claims made You and notified to the Insurer during the Period of Insurance.</p> <p><u>Operative Clause</u></p> <p>Subject to the terms, conditions, definitions and exclusions of this Policy (other than as amended by this Extension), despite "Exclusions (what is not covered): 8.2", the Insurer agrees to Indemnify You against:</p> <p>a) all sums which You become legally liable to pay as damages and claimant's costs and expenses arising out of Claims first made against You and notified in writing to the Insurer during the Period of Insurance;</p> <p>b) all costs, fees and expenses incurred by You, with the Insurer's written consent, in the defence or settlement of Claims first made against You under paragraph a) above;</p> <p>resulting from Abuse or attempted Abuse committed or alleged to have been committed after the applicable Retroactive Date, provided that the Insurer's liability will not exceed:</p>	Retroactive Date:	Limit of indemnity:		A.	25/7/2016	A.£2,500,000 any one claim and in the aggregate	B.	N/A	B.£500,000 any one claim and in the aggregate	C.	N/A	C.£100,000 any one claim and in the aggregate in respect of Insuring Agreement 2 only
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- i. the applicable Limit of indemnity stated in this Extension in respect of the applicable Retroactive Date; but not
- ii. "Limit of indemnity A" stated in this Extension in respect of the aggregate of all claims first made against You and notified in writing to the Insurer during the Period of Insurance irrespective of Retroactive Dates.

## Definitions

Abuse means circumstances where:

a) You had a responsibility (either explicit or implied) for the welfare and well-being (physical, mental, and/or spiritual) of the victim and were in breach of this duty to protect those Your care either through negligence or vicariously for the acts and/or omissions of Your Employees, Members, volunteers, etc.

b) Abuse may be physical, sexual or psychological in nature.

Abuse includes:

i. behaviour which sexualises the victim and uses the victim for sexual gratification.

ii. the sexual interaction between two minors if there is a perceived difference in power between the victim and the Abuser.

iii. the imposition of an excessively harsh regime through which there is a systematic assault or maltreatment of the victim over a period of time, but this would not include a single incidence of physical assault.

iv. the deliberate pre-meditated maltreatment of the victim by an individual in a position of responsibility.

Abuse does not include:

- i. schoolyard and workplace bullying
- ii. medical and/or physiotherapy and/or nursing malpractice or any error or omission in the provision medical and/or physiotherapy and/or nursing care or treatment.

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Abuse which commenced or is alleged to have commenced after:

c) "Retroactive Date C" and which is proven to have continued beyond:

i. "Retroactive Date B", but ceased before "Retroactive Date A" will be treated as having commenced after "Retroactive Date B" and will be subject to "Limit of indemnity B";

ii. "Retroactive Date A" will be treated as having commenced after "Retroactive Date A" and will be subject to "Limit of indemnity A";

d) "Retroactive Date B" and which is proven to have continued beyond "Retroactive Date A" will be treated as having commenced after "Retroactive Date A" and will be subject to "Limit of indemnity A".

Abuser means the individual who committed or is alleged to have committed any Abuse or attempt at Abuse.

## Exclusions

The Insurer will not:

1. Indemnify You for any liability for which You are entitled to indemnity under any other insurance.

2. Indemnify You for any liability arising from Abuse or attempt at Abuse which occurred or is alleged to have occurred before the applicable Retroactive Date specified in this Extension.

3. Indemnify You for any liability arising from any facts and/or circumstances, of which You had become aware before the commencement of the Period of Insurance, which a reasonable person in Your position would have considered as facts and/or circumstances which may give rise to a Claim or Claims under this Policy.

4. Indemnify any Abuser.
5. Indemnify You against;
  - a) any fines or penalties or the costs of defending criminal proceedings
  - b) punitive, exemplary, aggravated and/or multiple damages.
6. Indemnify You for any liability arising out of any failure to comply with procedural guidelines established by You concerning Abuse.
7. Indemnify any person who has or has been alleged to have:
  - a) authorised or permitted Abuse;
  - b) disregarded knowledge of Abuse;
  - c) had actual or constructive knowledge of Abuse and failed to notify a person with specific responsibility for the protection of children or vulnerable adults from Abuse;
  - d) aided or contributed to or supported Abuse; or
  - e) intentionally or wilfully failed to comply with any procedure, regulation or licence designed to protect children or vulnerable adults from Abuse.

#### Conditions

1. You must bear the Excess (inclusive of costs and expenses in the defence or settlement of each claim) stated in this Extension
2. For the purpose of determining the Excess applicable to any Indemnity provided under this Extension, it is expressly agreed that all acts of Abuse or attempt(s) at Abuse suffered by any individual bringing a claim against You will be deemed to have arisen out of one originating cause. If there is more than one victim of Abuse by the same Abuser(s):
  - a) claims brought against You by each individual who suffered Abuse or attempt(s) at Abuse by the same Abuser(s) will be treated as separate claims and be deemed to have arisen out of separate original causes; but
  - b) all acts of Abuse or attempt(s) at Abuse by the same Abuser(s) suffered by any individual bringing a claim against You will be deemed to have arisen out of one originating cause.
3. You must give notice in writing to the Insurer as soon as is reasonably practicable after becoming aware of any circumstances that may give rise to a Claim or Claims. Please see "How to make a claim" on page 23 of this Policy.

The following are conditions of this insurance that You need to meet as Your part of this contract. If You do not meet these conditions, the Insurer may reject a claim payment or a claim payment could be reduced. In some circumstances Your insurance may not be valid.
4. You must ensure that You, Your Employees, Members and anyone acting under Your control in the course of Your Business comply with all statutory legislation and requirements for dealing with children and vulnerable adults.
5. You must provide a written claims declaration to the Insurer upon each renewal negotiation of the Policy.

#### **Cover Provided**

#### **PROFESSIONAL INDEMNITY**

Limit of Indemnity: £10,000,000 any one Claim, limited to £10,000,000 in the aggregate.

Retroactive Date 25/07/16

Excess: £Nil

#### **EMPLOYERS LIABILITY**

Limit of Indemnity: £10,000,000 any one Occurrence.

Excess: £NIL

## **DIRECTORS & OFFICERS LIABILITY**

Limit of Indemnity: £5,000,000 Any one Occurrence, limited to £5,000,000 in the aggregate.

Excess: £250

## **CORPORATE REIMBURSEMENT**

Limit of Indemnity: £5,000,000 Any one Occurrence, limited to £5,000,000 in the aggregate.

Excess: £250

Retroactive Date 25/07/16

For the purpose of clarification and despite Definition 6 of your policy, Definition 6 of Director and/or Officer is deemed not to exclude any Trustee of a member club or member organisation of the Angling Trust, but only for and to the extent of the Trustee's activities in their capacity as a Trustee of a member club or member organisation of the Angling Trust

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