

STERLING INSURANCE COMPANY LIMITED
TACKLE WISE FISHING PROTECTION
Specially arranged by MARSH INSURANCE SERVICES
for AMATEUR ANGLERS

We are pleased to welcome you as a policyholder of Sterling Insurance Company Limited.

This policy is evidence of the contract which you have made with the Company and the completed proposal form incorporating the declaration which you have signed and any other information provided by you in addition to the proposal or in substitution therefore
OR
the information you have supplied and the application for insurance you have made electronically (hard copy of same is enclosed with this policy) and any other information provided by you in addition to or in substitution therefore
is the basis of the contract.

What forms your contract of insurance:

- the application for insurance completed by you or on your behalf (Proposal Form, Statement of Fact or electronic application),
- any declaration signed by you in connection with the above,
- any written information supplied by you supplementary to the Proposal Form, Statement of Fact or electronic application,
- any quotation or confirmation of cover letter,
- any document issued by us setting out any conditions that will apply to your policy,
- any document stating that this policy of insurance has been issued subject to certain outstanding items and/or actions by you or us,
- the Policy, Schedule, Memoranda, Endorsements and Warranties.

Please refer to the "Definitions and interpretations" in the policy. These will tell you what words have specific meanings, wherever they appear.

Where a statute is referred to in this policy, this will also include any later amendments/replacements of it.

The Company will indemnify or compensate you the insured, by payment or, at its option, by replacement, reinstatement or repair in the event of loss, destruction, damage or accident occurring during any period of insurance, subject to the terms and conditions of the policy.

The policy consists of the		Page(s)
Schedule (including Endorsements and Warranties applicable)		Inside front cover
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The policy has been prepared in accordance with your instructions - please read it carefully to make certain that it meets your requirements. Marsh Insurance Services will be pleased to provide any further information which you may require.

Alterations to the cover will be confirmed by the issue of a new schedule which you should file with your policy. Please refer to these replacement documents and the policy to obtain precise details of the cover currently in force.

Tackle Wise Fishing Protection is exclusive to and administered by Marsh Insurance Services. It is not available through any other professional insurance adviser.

Satisfaction and service

We are confident that your Tackle Wise Fishing Protection policy will bring you complete satisfaction.

We wish to provide you with a high standard of service and to meet any claims covered by this policy fairly and promptly. The next page of your policy provides information on how to proceed with enquiries or complaints.

Confidentiality

We promise complete confidentiality and security in all matters relating to your insurance arrangements.



Sterling Insurance Company Limited
Registered in England and Wales No. 00498605
Head and Registered Office: Ambassador House, Paradise Road, Richmond upon Thames, Surrey, TW9 1SQ

Customer service information

1. Sterling Insurance Company Limited:

Sterling Insurance Company Limited is a private company limited by shares, registered in England and Wales number 498605. It underwrites General Insurance Business.

It is authorised and regulated by the Financial Services Authority (FSA). The FSA is the independent watchdog that regulates financial services.

Our FSA register number is 202012. You can check this on the FSA's register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Sterling Insurance Company Limited is a member of Sterling Insurance Group Limited.

Registered Office:
Ambassador House,
Paradise Road,
Richmond upon Thames,
Surrey TW9 1SQ.

Branch Office
50 Kings Hill Avenue
Kings Hill
West Malling
Kent ME10 4JX

2. Disability Discrimination Act 1995

In accordance with the Disability Discrimination Act 1995 we are able to provide upon request a textphone facility, audio tapes, large print documentation and Braille documentation. Please advise us if you require any of these services to be provided so that we can communicate in an appropriate manner.

3. Law applicable to the contract

We propose to choose English law as the law applicable to the contract unless we agree another choice of law with you prior to the start date.

4. Premiums:

Premiums are payable to Marsh Insurance Services. Insurance premium tax, as imposed by current legislation, is incorporated into all premiums.

5. Promise of Satisfaction and Service

We undertake to refund the premium in full if you are not satisfied with the cover provided by your policy if it is returned within 14 days of issue, but if there has been an incident which has resulted or could result in a claim you must reimburse us for any amounts we have paid or may be required to pay in respect of that incident.

6. Duration of contract:

The first period of insurance under your Tackle Wise Fishing Protection policy will be 12 months unless otherwise requested by you and agreed by the Company.

7. Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claims. Further information about compensation scheme arrangements is available from the FSCS telephone number 0207 892 7300.

8. Claims

If you have a claim, or are aware of an incident that could result in a claim, please contact Sterling Insurance Company Limited on 0845 271 1300.

9. Enquiries or complaints:

If you have an enquiry or complaint regarding:

- The suitability of this policy for your needs
- The information and advice you received
- The operation or administration of this policy
- A claim you have made

Please contact Marsh Insurance Services at Station Road, New Romney, Kent TN28 8LQ – telephone 01797 362007.

If you have a complaint about a claim you have made you should contact Sterling Insurance Company Limited, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX; telephone number 0845 271 1300.

(A copy of Sterling's complaints handling is available on request by writing to the Customer Service Manager, Sterling Insurance Company Limited, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX or by telephoning 0845 271 1300.)

Please provide all relevant details of your policy and in particular your policy number to enable your enquiry to be dealt with speedily.

If you remain dissatisfied you may have the right to refer your complaint to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR or telephone 0845 080 1800.

Please note the Financial Ombudsman Service will normally only consider a complaint once we have issued a final decision letter.

Following this procedure will not affect your legal rights.

Definitions and interpretation

In this policy

accidental damage means damage caused by accidental and external means

accidental loss means loss caused by any accident or misfortune

act of terrorism means acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto

Company means Sterling Insurance Company Limited

equipment means angling equipment as shown in the Schedule, normally used by the insured for angling, including rods, poles, nets, waterproof clothing and unspecified tackle box contents

excess means the amount for which the insured will be responsible and which will be deducted from each and every claim

overnight means between 2100 hours and 0600 hours

period of insurance means the period stated in the schedule or any other period for which the Company has agreed to accept and for which the insured has paid or agreed to pay a premium

pollution or contamination means pollution, contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease (including but not limited to foot and mouth disease), adulteration, impurification, or limitation or prevention of the use of objects because of hazards to health

premises means that part of the buildings, situated at the risk address or locations stated in the schedule, occupied by the insured and at which the property insured is normally kept including garages and sheds as shown in the Schedule

recognised venue means recognised place where angling takes place by permission or under licence

tackle box contents means floats, hooks, lures, flies and the like up to a maximum of £300

territorial limits means Great Britain, Northern Ireland, the Isle of Man or the Channel Islands or any individual trip undertaken anywhere in the world not exceeding sixty days at any one time excluding countries where the Foreign Office of the British Government recommends, prior to the commencement of any journey, against travel to such countries or travel only where essential

the insured means the person named in the schedule

the insured's family means the spouse, partner, children, parents and other relatives permanently living with the insured

unattended vehicle means any vehicle left without the insured or a responsible adult remaining therein.

General Conditions

1 Avoidance of policy

This policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure in any material particular.

2 Cancellation

The Company may cancel this policy or any section by sending a recorded delivery letter to the last known address of the insured giving

- a) seven days notice in the event of non-payment of any premium instalment on its due date
- b) seven days notice in other circumstances when the Company may refund a proportionate part of the unexpired portion of the premium

The insured may cancel this policy at any time by giving written instructions to the Company, but will not be entitled to any refund of premium if this occurs after 14 days from the issue of the policy.

3 Change in risk

This policy shall be voidable from the date of the change if

- a) the insured's interest ceases other than by death or
- b) any alteration be made either in any property or in any other circumstances which may increase the possibility of loss, destruction or damage covered by this policy

at any time after the commencement of this insurance unless the Company has agreed in writing to its continuance.

4 Claims

It is a condition precedent to the liability of the Company that on the happening of any event which could result in a claim under this policy (disregarding any excess) the insured shall

- a) immediately advise Marsh Insurance Services in writing
- b) not make any admission of liability or promise of payment without the Company's written consent
- c) immediately notify the police following loss, destruction or damage by theft, riot, vandalism or malicious act or if property be accidentally lost
- d) in respect of any loss, destruction or damage to the property insured submit, at the insured's own expense, a claim in writing with all such particulars and proofs as may be reasonably required within
 - i) seven days in the case of loss, destruction or damage caused by riot, civil commotion, strikes, labour disturbances or malicious persons
 - ii) thirty days in the case of any other loss, destruction or damage
- e) inform the Company immediately of any claim being made, or any impending prosecution, inquest or fatal accident enquiry. Every letter, claim, writ or any other document relating to any accident, claim, prosecution or civil proceedings must be sent to the Company immediately, unacknowledged.
- f) give all such information and assistance as Marsh Insurance Services or the Company may request.
- g) provide the Company with proof of fees, costs incurred, item ownership and value of equipment. For example receipts, cheque stubs, invoices. These must give full details of items and/or costs incurred. Please note photographic evidence alone shall not be deemed sufficient proof of ownership.

5 Contracts (Rights of Third Parties) Act 1999

No person, persons, company or other party who is not named as the insured in this policy shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms or conditions of this policy. This shall not affect any right or remedy of a third party that exists or is available apart from that Act.

6 Death of the insured

In the event of the death of the insured the Company will in respect of liability or loss incurred by the insured indemnify the insured's personal representatives in the terms of and subject to the limitations of this policy, provided that such personal representatives shall as though they were the insured observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply.

7 Disputes

Provided that liability under this policy has been admitted, if there is any dispute over the amount to be paid by the Company the matter will be referred to arbitration and the arbitrator will be appointed by the parties concerned according to the relevant statutory provisions in force at the time. In such a case there will be no right of action against the Company until an award is made.

8 Fraud

If the insured or anyone acting for the insured makes a claim under this policy knowing the claim to be false or fraudulent in any respect or if any damage is caused by wilful act of or with the connivance of the insured the Company will not pay the claim and all cover under the policy will cease from the date of the incident or circumstances in respect of which the fraudulent claim was made.

9 Insurance Premium Tax

Effective from 1st October 1994, the premium will be subject to insurance premium tax as set out in the Finance Act 1994 (or as amended by subsequent legislation) and detailed in the policy schedule or renewal notice issued from that date.

10 Law applicable

Under United Kingdom law the parties to the contract have the right to choose the law which should apply. In the absence of any agreement to the contrary, English law will apply.

11 Other insurance

If at the time of any loss, destruction or damage or at the time of the occurrence of any incident which may result in the insured being held legally liable for the consequences thereof and which is covered under this policy, there is any other insurance in force which covers the same loss, destruction, damage or legal liability, the Company's liability will be limited to its rateable proportion.

12 Reasonable care

It is a condition precedent to the liability of the Company that the insured shall at his own expense

- a) take all reasonable precautions to prevent loss, destruction, damage, accident or bodily injury
- b) keep the property which is insured by this policy in a satisfactory state of repair
- c) comply with all relevant statutory requirements and other regulations imposed by any authority and manufacturers' recommendations all relating to the use inspection and safety of property
- d) ensure all equipment in transit has been carefully packed and packaged so as to prevent damage

13 Reinstatement of sum insured

It is agreed that in the absence of written notice by the insured or the Company to the contrary, the Company's liability shall not stand reduced by the amount of any loss, provided the insured undertakes to pay any appropriate premium for such automatic reinstatement of cover and implements immediately any recommendations made by the Company to prevent further loss, destruction or damage and effects all repair or replacement work without delay.

14 Rights

In the event of loss, destruction or damage to the property insured the Company will be entitled to enter any building where such loss, destruction or damage has happened and to take and keep possession of such property insured and to deal with the salvage in a reasonable manner and this policy shall be proof of leave and licence for such purpose. No property may be abandoned to the Company.

15 Security

It is a condition precedent to the liability of the Company that the insured shall ensure that all

- a) security devices are put into full and effective operation whenever the premises are left unattended
- b) keys and all details of any codes or combinations relating to any part of the intruder alarm installation and any safe or strongroom be removed from the premises whenever the premises are left unattended
- c) alterations or additions to or changes in or removal of security devices be advised to the Company immediately in writing.

16 Subrogation

Before or after the Company has indemnified the insured the Company will be entitled to undertake in the name of and on behalf of the insured the absolute conduct, control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit but in the name of the insured to recover compensation or secure indemnity from any third party in respect of anything covered by this policy.

17 Warranty

Every warranty shall from the time the warranty attaches apply and continue to be in force during each subsequent period of insurance. Non-compliance with any such warranty in so far as it increases the risk of loss, destruction, damage or accidental bodily injury shall be a bar to any claim for such loss, destruction, damage or accidental bodily injury.

General Exclusions

The Company will not be liable for

- 1 loss, destruction or damage to property or any cost or expense, consequential loss or bodily injury directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - d) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
 - e) an act of terrorism or any action taken in controlling, preventing, suppressing, retaliating against, responding to or in any way relating to an act of terrorism. If the Company alleges that by reason of this sub-paragraph any loss, destruction or damage is not covered by this policy the burden of proving the contrary shall be upon the insured
 - f) pressure waves caused by aircraft or other aerospace devices travelling at sonic or supersonic speeds
 - g) confiscation, nationalisation or requisition by order of any government or public, municipal, local or customs authority
 - h) erasure, loss, distortion or corruption of information on, or reduction in the functionality, availability or operation of any computer system, or any hardware, program, software, data, information repository, disk, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not, caused by the malicious introduction or incursion of any unauthorised, unintended, undesired or unexpected program, instruction or command or any other computer or electronic virus.
 - 2 loss, destruction or damage to property caused by pollution or contamination except (unless otherwise excluded) loss, destruction or damage to the property insured caused by
 - a) pollution or contamination which itself results from a contingency hereby insured against (other than by leakage of oil or by accidental damage to underground service pipes or cables) which comprises a sudden, identifiable, unintended and unexpected event and occurs in its entirety at a specific time and place during the period of insurance
 - b) any contingency hereby insured against (other than by leakage of oil or by accidental damage to underground service pipes or cables) which itself results from pollution or contamination.
 - 3 loss, destruction or damage
 - a) to property undergoing any process involving the application of heat
 - b) to any electrical machine or apparatus or component thereof occasioned by its over-running, excessive pressure, short-circuiting or self-heating not resulting in fire
 - c) arising from theft or attempted theft where the insured or any employee of the insured or any member of the insured's family or household be concerned as principal or accessory
 - d) due to disappearance, unexplained loss, inventory shortage, misfiling or misplacing of information
 - 4 loss, destruction or damage or any expense or consequential loss happening in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of loss destruction damage expense or consequential loss by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons.
 - 5
 - i) loss, destruction or damage
 - ii) consequential loss, additional expenditure or extra expenses
 - iii) legal liability
 - iv) other fees, costs, disbursements, awards or other expenses of whatsoever naturedirectly or indirectly caused by or consisting of or contributed to by or arising from the failure in whole or in part of -
 - a) any computer
 - b) any data processing equipment or media, microchip, integrated circuit or similar device
 - c) any computer softwarewhether the property of the Insured or not and whether occurring before, during or after the year 2000 to achieve all or any of the purposes and effects intended by the use of any number and/or word to denote a date, including the failure to -
 - i) correctly recognise any date as its true calendar date
 - ii) recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than its true calendar date
 - iii) recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as the result of the operation of any command which has been programmed into any computer software or hardware being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date
- but this shall not exclude subsequent loss, destruction or damage to property specifically insured by any item, section or endorsement of this policy which itself results from the following contingencies or perils -
- Fire, lightning, explosion, aircraft and other aerospace devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, subterranean fire, impact by any mechanically propelled vehicle or by goods falling therefrom or by animals, theft or any attempt thereat, storm, flood, or escape of water or oil from any pipe tank or apparatus.
- 6 any loss resulting from:
 - a) influenza A (H5N1) also known as avian flu or bird flu
 - b) any strain, virus, complex or syndrome that is related to influenza A (H5N1)and in respect of a) and b) above any fear or threat thereof (whether actual or perceived)
 - c) any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of influenza A (H5N1)
- 7 any consequential loss.
- 8 any loss occurring as a result of sea fishing or any other types of fishing other than those shown in the Schedule

Section 1 – All Risks – Equipment

Cover

The Company will indemnify the insured in respect of loss, destruction or damage to the equipment described in the schedule caused by any accident or misfortune occurring within the territorial limits shown in the schedule as applicable to the equipment insured.

Limits of liability

The Company's liability in respect of any one occurrence will not exceed the sum insured against each item in the schedule nor in all the aggregation of the sums insured by this section

Basis of claims settlement

Following loss, destruction or damage insured by this section and subject to the adequacy of the sums insured and to the Limits of liability the Company will repair or replace the property equal to its condition when new provided that

- a) this is carried out without delay and in the most economical manner and by a specialist angling retailer or repairer as specified by the Company
- b) when property is partially lost, destroyed or damaged the Company's liability shall not exceed the estimated replacement cost which would have been payable had it been wholly lost or destroyed
- c) in the event of loss, destruction or damage to any article forming part of a set the basis of settlement shall be a reasonable and fair assessment of the value of that article as part of the set but in no event shall the amount payable represent the total value of the set
- d) until replacement has been carried out no payment shall be made beyond the amount which would be payable if an allowance were made for wear, tear or depreciation
- e) the equipment is less than five years old but where the Insured wishes the claim to be settled in cash the Company shall pay market value for the equipment lost
- f) where the equipment is more than five years old the payment will be made to the current market value

Special conditions

- 1 The age of the equipment shall be deemed from the time of purchase as new until the date of loss, destruction or damage
- 2 In the event of loss, destruction or damage the insured must provide the Company with proof of purchase or sufficient proof of age of equipment
- 3 It is a condition precedent to the liability of the Company that the equipment must be attended at all times by a responsible adult whilst participating in night fishing at a recognised venue
- 4 The maximum amount payable for any single item of equipment shall be £2,500 unless otherwise stated in the Schedule
- 5 In the event of loss, destruction or damage to the insured property, such property shall become the property of the Company and must not be disposed of without the permission of the Company.

Special exclusions

The Company will not be liable under this section for

- 1 loss, destruction or damage caused by or consisting of
 - a) wear, tear or depreciation or diminution in value of equipment
 - b) inherent vice, latent defect, defective design, plan or specification or the use of faulty materials
 - c) faulty or defective workmanship operational error or omission on the part of the insured
 - d) marring, scratching, denting, mechanical or electrical defect, failure, breakdown or derangement
 - e) atmospheric or climatic conditions or any other gradually operating cause, rot, fungus, rust, corrosion, woodworm, moths, insects, vermin, pests, magnetic fields, sand or grit
 - f) any process involving heating, drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, alteration or maintenance of any property
 - g) use of any article contrary to manufacturers' instructions
 - h) change in temperature colour flavour texture or finish
- 2 loss, destruction or damage by theft or attempted theft from any unattended vehicle
 - a) occurring overnight
 - b) unless the vehicle is a car or van of a fully enclosed type (excluding convertible or soft top vehicles) with all doors, windows and any other openings shut and securely locked and fastened with all security devices therein or thereon in full and proper operation, the property is concealed out of sight in a locked boot or other compartment (the area at the rear of an estate type car or hatchback under the top cover and out of view is deemed to be a locked boot), and the loss, destruction or damage is caused by the use of force or violence of which there is visible evidence which has been confirmed to the Company other than when the vehicle is at a recognised venue in respect of b) above.
- 3 loss, destruction or damage to the equipment
 - a) whilst the premises is left unattended for more than 21 days
 - b) whilst at a recognised venue unless such loss, destruction or damage has been reported to the recognised venue and a written report been obtained.
 - c) whilst in use except Angling Rods and Poles which will be subject to a excess of £125 or that which is shown in the Schedule whichever is the higher
 - d) covered under Manufacturer's guarantee
 - e) leased, hired or rented to others by the insured
 - f) whilst at a recognised venue unless such loss, destruction or damage has involved forcible and/or violent means and/or assault upon the insured. Such assault must be reported to the recognised venue and the Police.
- 4 theft, attempted theft or loss of equipment
 - a) unless the Police have been informed and a crime reference number obtained
 - b) unless there is evidence of forcible and violent entry to or exit from the premises
- 5 the amount of excess shown in the Schedule

Section 2 – Personal Accident and Reimbursement of Fees

Definitions and Interpretations

For the Purposes of this section only

Insured Person means the persons named in the schedule

Loss of Limb means total loss by physical severance of one or more limbs at or above the wrist or ankle or total and permanent loss of use of any entire limb

Loss of sight means total and irrecoverable loss of sight in one or both eyes

Loss of Hearing means total and irrecoverable loss of hearing in both ears

Permanent total disablement means permanent and absolute disablement from engaging in or giving attention to occupation or business of any kind

Temporary total disablement means temporary and absolute disablement from engaging in or giving attention to usual occupation.

Cover

In the event of an insured person sustaining accidental bodily injury, caused solely and directly by violent external and visible means, whilst participating in angling at a recognised venue, in any period of insurance and the bodily injury, directly and independently of any other cause, resulting within twelve months in death, loss or disablement, as stated below, the Company will pay as compensation to the insured, or the legal personal representative of the insured, the relevant amount stated in the Limit of Liability.

Limit of Liability

The maximum amount payable is the following Benefits in respect of each Insured Person.

Accidental bodily injury causing:

- | | | |
|---|------------------------------|----------------------------|
| 1 | death |) |
| 2 | loss of limb |) |
| 3 | loss of sight |) |
| 4 | loss of hearing |) As shown in the Schedule |
| 5 | permanent total disablement |) |
| 6 | temporary total disablement, |) |

Basis of Claims Settlement

- 1 Claims shall not be payable under more than one of benefits 1 to 6 in respect of the same accident or to the same period of disablement in respect of the same Insured Person except that payment may be made:
 - a) under benefits 5 and 6;
 - b) under benefit 6 for any period prior to benefit being paid under benefits 1 to 4.After a claim has been paid under one of benefits 1 to 5 in respect of any Insured Person no further liability shall attach to the Company in respect of that person.
- 2 Benefit 5 shall be payable only on certification by a medical referee of permanent total disablement as defined and not before the expiry of 104 consecutive weeks disablement.
- 3 Benefit 6 shall not be payable for more than 104 weeks from the date of sustaining injury in respect of any one bodily injury.
- 4 Benefit 6 shall be paid:
 - a) at the end of the period of disablement; or
 - b) at the Insured's request at intervals of at least four weeks;
- 5 An insured person shall submit to a medical examination on behalf of the Company, at its own expense, as often as required. In the case of death the Company shall be entitled to have a post mortem examination at its own expense.

Special Exclusions

The company will not be liable under this section for claims arising from:

- 1 a) bodily injury sustained while under the influence of; or
b) disablement due wholly or partly to the effects of;
intoxicating liquor or drugs, other than drugs taken in accordance with treatment prescribed and directed by a qualified registered practitioner, but not for the treatment of drug addiction;
- 2 wilfully self-inflicted injury or illness;
- 3 any pre-existing physical defect, infirmity, medical condition or chronic or recurring illness;
- 4 pregnancy or childbirth; or
- 5 any communicable disease including acquired immune deficiency syndrome (AIDS) or an AIDS related condition.
- 6 the first 14 days in respect of Benefit 6

Additional Cover

1 Reimbursement of Club Fees

If an insured person sustains accidental bodily injury, or suffers any illness during the period of insurance and such bodily injury or illness results in the insured person being unable to participate in angling for a period exceeding 30 days the Company will pay as compensation to the insured, an amount not exceeding that shown in the Schedule for reimbursement of Club Fees

Provided that the period of inability to participate in angling shall be deemed to have ceased in the event of the death of the insured person

2 Reimbursement of Match Fees

If an insured person sustains accidental bodily injury or suffers any illness during the period of insurance and such bodily injury or illness results in the insured person being unable to participate in a paid angling match the Company will pay as compensation to the insured an amount not exceeding that shown in the Schedule for Reimbursement of Match Fees

Special Exclusions in respect of Additional Covers 1 and 2

The Company will not be liable under these covers for

- 1 fees that have yet to be paid
- 2 the proportion of joint membership relating to someone other than the injured person
- 3 any accidental bodily injury or illness which is not supported by
 - a) certification from a medical practitioner that confirms bodily injury or illness
 - b) certification from the recognised venue that the insured person has not participated in angling for the period claimed
 - c) confirmation that the recognised venue has not refunded any fees to the insured person
- 4 any bodily injury or illness exceeding 52 weeks
- 5 any bodily injury or illness for any person over 75 years of age
- 6 any pre-existing physical defect, infirmity, medical condition or chronic or recurring illness

Special Exclusion in respect of Additional Cover 2

The Company shall not be liable under this cover for any bodily injury or illness occurring during the 14 days immediately prior to the start of the match

Section 3 – Public Liability

Definitions and interpretation

For the purposes of this section only

bodily injury means death, injury, illness, disease or shock

Cover

The Company will indemnify the insured against all amounts which the insured shall become legally liable to pay as damages in respect of

- a) accidental bodily injury to any person
- b) accidental loss or destruction of or accidental damage to material property
- c) accidental obstruction, accidental trespass, accidental nuisance resulting in interference with or loss of enjoyment of material property, or invasion of the right of privacy happening in connection the use of equipment at a recognised venue during the period of insurance

Additional cover

The cover under this section is extended to include the following

Cross liabilities

Where there is more than one person named as the insured in the schedule this section shall apply separately to each named person as if each is insured by a separate policy, provided always that the maximum liability of the Company in the aggregate for damages to all parties insured shall not exceed the Limit of liability.

Overseas Personal Liability

The Company will indemnify the insured against all amounts which such person shall become legally liable to pay as damages in respect of accidental bodily injury to any person or accidental loss or destruction of or accidental damage to material property arising out of the use of equipment at a recognised venue outside the territorial limits

Provided that

- i) any person indemnified is not entitled to indemnity under any other insurance
- ii) any person indemnified shall observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply

Limit of liability

The Company's liability in respect of damages for any occurrence giving rise to any one claim against the insured or series of claims against the insured arising out of one cause will not exceed the amount stated in the schedule.

The Company will also pay

- a) all legal costs recoverable from the insured by any claimant
- b) any other costs and expenses of litigation incurred with the Company's written consent
- c) solicitors' and counsels' fees for legal representation at any coroner's inquest or fatal accident inquiry
- d) the costs incurred, with the Company's written consent, for defending in a Court of Summary Jurisdiction any proceedings arising out of any alleged breach of statutory duty in respect of any cause which may be the subject of indemnity under this section of the policy.

Special conditions

The Company may at any time pay to the insured the amount of the Limit of liability less any amount already paid, or any lesser amount for which any claim or claims can be settled and shall then cease to have the conduct and control of the negotiations, actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment.

Special exclusions

The Company will not be liable under this section in respect of

- 1 bodily injury to the insured or the insured's family
- 2 bodily injury to any person using the insured equipment with the permission of the insured
- 3 loss of or damage to equipment belonging to the insured or the insured's family or being used by any other person with the insured's permission
- 4 bodily injury or loss of or damage to property arising from the ownership, possession or use of
 - a) mechanically or electronically propelled vehicles other than
 - i) electronic wheelchairs
 - ii) pedestrian controlled models or toys
 - b) trailers, caravans or horse boxes
 - c) aircraft, hang-gliders, hovercraft, watercraft, boards or any other craft or equipment designed for use in or on water other than pedestrian controlled models or toys or hand or foot propelled boats not owned by the insured or the insured's family
 - d) animals other than domestic pets or horses
 - e) dogs specified under the Dangerous Dogs Act 1991 or any amending legislation
 - f) firearms
- 5 human immunodeficiency virus (HIV and/or any HIV related illness) including acquired immune deficiency syndrome (AIDS) and/or any mutant derivative or variations however caused
- 6 bodily injury to any employee of the insured
- 7 any liability caused by an agreement unless liability would have applied had such agreement not been in place
- 8 damages for bodily injury or loss of or damage to property unless the action is brought against the insured in a Court of Law within the territorial limits
- 9 bodily injury or loss of or damage to property as a result of any person using the equipment without the permission of the insured.

Section 4 – British Record Catch

Cover

The Company will indemnify the insured in the event of the insured making a British Record Catch in a river, lake or gravel pit at a recognised venue.

Limit of Indemnity

The maximum amount payable shall be the figure shown against the section in the Schedule and shall only be payable once during the Period of Insurance.

Basis of claims settlement

Following confirmed acceptance of a British Record Catch the Company will pay the insured the amount shown in the Schedule.

The Company will only pay the Insured once the catch has been confirmed as a British Record Catch by The British Record (rod-caught) Fish Committee.

Special Conditions

The Company shall only be liable for payment under this section of the Policy if the catch is confirmed in line with the current Procedures of The British Record (rod-caught) Fish Committee. Failure to adhere to these procedures will render the claims null and void. A copy of these Procedures is available upon request from The British Record (rod-caught) Fish Committee.