

Anglers First Insurance policy document 2018

Policy reference: VOY/AFI/2018

Valid for issue no later than 30th April 2019

Provided you have paid the appropriate premium as shown on your certificate, you are covered in accordance with the full wording shown herein up to the limits indicated below. The limits apply per person for each separate trip. The excesses apply for Standard policies only and apply for each person and each section of each claim.

Benefits schedule	Standard	Bronze	Silver	Gold	Platinum	Excess
1. Accidental Damage to Insured Equipment - maximum claim from a locked shed - bait cover - bivvy and tent	£2,000 £1,500 £100 Nil	£4,000 £3,000 £200 £200	£8,000 £6,000 £400 £400	£12,000 £9,000 £600 £600	£16,000 £12,000 £800 £800	£50
2. Theft of the Insured Equipment - maximum claim from a locked shed - bait cover - bivvy and tent	£2,000 £1,500 £100 Nil	£4,000 £3,000 £200 £200	£8,000 £6,000 £400 £400	£12,000 £9,000 £600 £600	£16,000 £12,000 £800 £800	£50
3. Record Catch	£1,000	£1,000	£2,000	£3,000	£3,000	Nil
4. Liability to the public	£1 million	£5 million	£5 million	£5 million	£5 million	Nil
5. Personal Accident - Disablement per week	£2,500 Nil	£5,000 Nil	£7,500 £100	£10,000 £100	£12,500 £125	Nil
6. Reimbursement of subscription and paid fee	Nil	Nil	£250	£500	£750	Nil

Introduction

This insurance is arranged by Golfguard Ltd & underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Anglers First Insurance is a trading name of Golfguard Ltd. Golfguard Ltd is authorised and regulated by the Financial Conduct Authority.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. You can check Our details on the Financial Services Register <https://register.fca.org.uk/>.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Firm Reference No. 769884. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

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 United Kingdom in which Your main residence is situated.

Definitions

The following words shall have the meanings given below wherever they appear in bold:

Accidental Damage means sudden and unforeseen damage that occurs as a result of an unexpected and non-deliberate external action to the **Insured Equipment**.

Period of Insurance means the period specified on Your Schedule.

Insured Equipment means Angling Equipment being rods, reels, tackle box, bait boats and contents, umbrellas shelter, camp bed, trolley, clothing and wearing apparel, which is the property of and the legal responsibility of the **Insured**. Any item individually valued at over £500 will need to be declared to the administrator and noted on the Schedule

Permanent Total Disablement means a disability lasting 12 calendar months which entirely prevents **You** from attending to any business or occupation of any kind whatsoever at the end of that period being beyond hope of improvement.

Recognised Angling Facility means a facility where angling is provided by a Fishery, Private members club or Public or Municipal facility.

Schedule means documents issued to **You** that outline the cover provided under this policy and any endorsement attaching to it.

Sum Insured means the amount as stated on **Your Schedule**.

Territorial Limits means anywhere in United Kingdom including up to 90 days in any one **Period of Insurance** anywhere Worldwide.

Theft means the unauthorised dishonest appropriation or attempted appropriation of the **Insured Equipment** by another person with the intention of permanently depriving the **Insured** of it.

Unattended means whilst the **Insured Equipment** is not being used or held by or on the **Insured**, or an adult who is responsible for the **Insured Equipment**.

We, Us, Our, Insurer means UK General Insurance Ltd on behalf of Great Lakes Insurance SE

You, Your, Insured means the person named on the Schedule as the policyholder.

Please note that our maximum settlement for theft from a locked shed is 75% of the Cover level as specified in **Your Schedule**.

We shall not be liable under sub section 2.1 in respect of:

- 1) the policy excess which is the first £50 of each and every claim under this section in respect of any one occurrence.
- 2) theft or attempted **Theft of the Insured Equipment** left **Unattended** in the open other than whilst in use at a **Recognised Angling Facility**
- 3) theft or attempted **Theft of the Insured Equipment** other than from a securely locked building
- 4) theft where access has been gained by any means other than violent and forcible entry
- 5) loss of or damage to trinkets, trophies, medals, coins, money, credit or charge cards, documents, stamps
- 6) any amount in excess of the **Sum Insured**.
- 7) any claims for any **Insured Equipment** that is individually valued at over £500 that has not been declared to the Anglers First and noted on **Your Schedule**.

Sub Section 2.2: Theft from an Unattended motor vehicle.

In the event of **Theft** or attempted **Theft** from a motor vehicle whilst left **Unattended** anywhere within the **Territorial Limits**, **We** will replace or pay the cost of replacing the **Insured Equipment** with a similar article of like kind

Special Conditions

WARNING

Any breach in these conditions could prejudice any claim in respect of **Theft** or attempted **Theft**.

It is a condition precedent to cover for **Theft** from a motor vehicle being operative that:

- 1) the **Insured Equipment** is not visible and is contained in the locked boot or enclosed luggage compartment of a saloon, estate, van or hatchback type vehicle. Should the vehicle not have an enclosed boot or an enclosed luggage compartment capable of housing the **Insured Equipment** then the **Insured Equipment** should be fully hidden from public view.
- 2) have all points of access including any sunroof shut and securely locked and any keys removed from the vehicle and where applicable if the motor vehicle is fitted with an alarm tracker or immobiliser system such system shall be set and be in effective operation.

We shall not be liable under sub section 2.2 in respect of:

- 1) the policy excess which is the first £50 of each and every claim under this section in respect of any one occurrence
- 2) theft where access has been gained by any method other than violent and forcible entry.
- 3) loss of or damage to, trinkets, trophies, medals, coins, money, credit or charge cards, documents and stamps.

What you are Covered for:

In return for the payment of Your premium we will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by Us and during the period of cover

Section 1: Accidental Damage to Insured Equipment.

In the event of **Accidental Damage** to the **Insured Equipment** occurring anywhere within the **Territorial Limits** **We** will repair or replace the **Insured Equipment** with a similar article of like kind.

We shall not be liable under section 1 for:

- 1) the policy excess which is the first £50 of each and every claim under this section in respect of any one occurrence
- 2) an amount in excess of the **Sum Insured**
- 3) theft or attempted **Theft of the Insured Equipment**
- 4) loss or damage caused by moth, vermin, atmospheric or climatic conditions, mechanical or electrical failure, any process of cleaning restoring or alteration
- 5) loss of or damage to trinkets, trophies, medals, coins, money, credit or charge cards, documents, stamps.
- 6) any claims for any **Insured Equipment** that is individually valued at over £500 that has not been declared to the Anglers First and noted on **Your Schedule**.

Section 2: Theft of the Insured Equipment.

Sub Section 2.1 Theft other than from a motor vehicle.

In the event of **Theft** or attempted **Theft** other than from a motor vehicle occurring anywhere within the **Territorial Limits**, **We** will replace or pay the cost of replacing the **Insured Equipment** with a similar article of like kind.

- 4) any amount in excess of the **Sum Insured**.
 5) any claims for any **Insured Equipment** that is individually valued at over £500 that has not been declared to the Anglers First and noted on **Your Schedule**.

Basis of claim settlement under sections 1& 2

Any claim admitted under these sections will be settled at the full cost of replacement as new at the date of the loss, but if an item is capable of being repaired the cost of repair whichever is the lesser, an amount will be deducted for wear and tear in respect of clothing and wearing apparel.

Section 3: Record Catch

In the event of the **Insured** breaking the official UK weight record for any single fish species then **We** shall pay to the **Insured** the amount stated within the **Schedule** on production by the **Insured** to **Us** of written confirmation from the British Records (Rod Caught) Fish Committee.

Section 4: Liability to the Public

We will indemnify the **Insured** in respect of all sums, which the **Insured** shall become legally liable to pay in respect of:

- 1) accidental bodily injury to any person.
- 2) accidental Damage to third party property. Caused by the **Insured** whilst participating in any angling activity at any **Recognised Angling Facility** anywhere within the **Territorial Limits** provided the **Insured** is a permanent resident of the United Kingdom.

Our liability arising out of one occurrence or series of occurrences consequent on one original cause shall not exceed the limit of indemnity. In the event of the death of the **Insured** person. **We** will indemnify the legal representatives of the **Insured** person as though they were the **Insured** but only in respect of liability incurred by the **Insured** person.

We shall not indemnify the **Insured** against liability arising directly or indirectly in connection with:

- a) bodily injury to the **Insured** or any person under a contract of service or apprenticeship with the **Insured** and arising out of and in the course of his employment by the **Insured**.
- b) loss of or damage to any property belonging to or in the care custody or control of the **Insured**.
- c) the ownership possession or use (other than use as a passenger having no right of control) of any mechanically propelled driven vehicle or vessel.
- d) any contract or agreement unless such liability would have attached notwithstanding such agreement.

Section 5: Personal Accident

This section only applies if **You** are over 16 or under 75 years of age.

We will pay to the **Insured** or the legal personal representatives of the **Insured** the amount specified in the scale of benefits if the **Insured** shall sustain injury during the **Period of Insurance** caused solely by visible violent external and accidental means whilst participating in an angling activity at any **Recognised Angling Facility** provided such injury independently of any other cause shall within 12 calendar months result in death loss or disablement.

Scale of Benefits

Item 1

Death as per the **Schedule**

Item 2

Loss of one or more limbs as per the **Schedule**. (Meaning total and permanent loss by physical separation or otherwise of one or both hands at or above the wrist joint and/or one or both feet at or above the ankle (Talo Tibular joint)).

Item 3

Loss of Sight as per the **Schedule** (Meaning total and permanent **Loss of Sight** in one or both eyes. Which shall be deemed to have occurred:

- a. in both eyes when the **Insured** person's name has been added to the register of blind persons on the authority of a qualified ophthalmic specialist.
- b. in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen scale and **We** are satisfied that the condition is permanent and without expectation of recovery.

Item 4

Temporary total disablement weekly benefit as per the **Schedule**.

Item 5

Permanent Total Disablement weekly benefit as per the **Schedule**. (meaning total and absolute disablement that prevents the **Insured** from engaging in or giving attention to any business or occupation of any kind whatsoever and having lasted for twelve consecutive months from the date of the accident and having been proved to **Our** satisfaction to be beyond hope of improvement.

Provided that:

- 1) benefits shall not be payable under more than one of items 1, 2, 3 or 5 in respect of injury caused by any one accident.
- 2) benefits shall not be payable under item 5 until the expiry of 52 weeks from the date of the accident.
- 3) benefits shall not be payable under item 4 in addition to items 1, 2, 3, or 5 and all sums that may be paid under these items shall be deducted from any subsequent amount becoming payable under item 1, 2, 3, or 5 in respect of the same incident.
- 4) compensation payable under item 4 shall not exceed 52 weeks in respect of all accidents arising in any one **Period of Insurance**.

We will not pay any benefits for injury arising from:

- a) intentional self injury suicide or any attempt thereat.
- b) deliberate exposure to exceptional danger unless in attempt to save human life.
- c) insanity or criminal acts.
- d) the influence or effect of alcohol or drugs not prescribed by a qualified medical practitioner.
- e) any pre-existing physical or mental defect illness or disease.
- f) incidents occurring after the first renewal following the **Insured** persons 75th birthday.

Section 6: Reimbursement of subscription and pre-paid fee.

We will reimburse the **Insured** for subscriptions or fees pre-paid to the **Insured's** Angling club or such other angling facility that the **Insured** has subscribed to should the **Insured** suffer any accident or illness declaring itself following an accident, whilst taking part in any angling activity during the **Period of Insurance** causing the **Insured** to remain unable to participate in an angling activity for more than fifty days, such repayment being paid pro rata up to the **Insured's** annual subscription or fees up to the sum stated in the **Schedule**.

General Exclusions

This insurance does not cover:

1. any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
2. loss or destruction of or damage to any property or any loss or expense that arise directly or indirectly from the event which led to Your claim unless specifically stated in this policy.
3. any direct or indirect consequence of:
 - irradiation, or contamination by nuclear material; or
 - the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
4. any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
5. any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.
 - a. for the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

b. for the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

However, losses caused by or resulting from riot, riot attending strike, civil commotion and malicious damage are not excluded hereunder.

6. any claim for Theft of the **Insured Equipment** where a crime reference number cannot be provided in support of the claim.

Section 8: Claims Conditions

WARNING- You must comply with the following conditions to have the full protection of this insurance.

1. Claims

- a) written notice of any loss or damage or liability incurred must within 30 days of the occurrence be given to **Us** and all information and evidence required shall be furnished at the expense of the **Insured** and shall be in such form as **We** may prescribe.
- b) in the event of loss of any item or items insured under Section 2 or 3 the **Insured** shall notify the police within 24 hours and acquire a crime reference number or such other police reference that may apply.
- c) in the event of any claim or possible claim that may arise under this insurance the **Insured** shall not make any admission offer or promises of indemnity without **Our** written consent. **We** shall be entitled if **We** so desire to take over and conduct in the name of the **Insured** the defence and settlement of any claim. The **Insured** also agrees to immediately forward to **Us** on receipt every letter, claim, writ, summons or process.
- d) the **Insured** shall supply at **Our** request and free of expense to **Us** all such proofs information and other such evidence relating to the claim as **We** may require including the original purchase receipts for the **Insured Equipment** or proof of ownership as accepted by insurers.
- e) the **Insured** shall as often as required submit to medical examination on behalf of **Us** and at **Our** expense in connection with and in connection with any claim under section 5 of this insurance.
- f) the **Insured** shall immediately notify **Us** in writing when the **Insured** has knowledge of any impending prosecution, inquest, fatal accident or ministry inquiry in connection with any occurrence or incident which may give rise to a claim under this insurance.
- g) **we** shall be entitled but not bound to take over and conduct in the name of the **Insured** person the defence or settlement of any claim or to prosecute in the name of the **Insured** person for its own benefit and claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim the **Insured** person shall give all information and assistance **We** may require. Complying with all reasonable deadlines set by any other legally empowered authority for the disclosure of information production of proof or evidence and for other documentation and provision of assistance.
- h) **we** shall be entitled at any time in **Our** name or the name of the **Insured** to take steps for the recovery of any part of the **Insured Equipment** or for securing reimbursement in respect of any loss or damage and the **Insured** shall give **Us** all information and assistance in doing so.
- i) **we** may at any time pay to the **Insured** in connection with any claim or series of claims under this insurance the amount of the limit of indemnity (after deduction of any sum or sums already paid in damages) or any lesser amount for which claim or claims can be settled and upon such payment being made **We** shall relinquish the conduct and control of and be under no further liability in connection with such claim except for the payment of defence costs recoverable or incurred prior to the date of such payment **Our** liability to pay defence costs where damages exceeding the limit of indemnity to be paid and **We** have not exercised **Our** rights under this condition shall be limited to such proportion of the said defence costs as the limit of indemnity bears to the amount paid to dispose of the claim or series of claims.
- j) upon settlement of any claim in respect of **Insured Equipment** (other than for repair) any part of the **Insured Equipment** in respect of which settlement is made shall belong to **Us** subject to the **Insured's** right to reclaim it upon repayment of the amount paid by **Us** to settle such claim.

UK General Insurance Ltd is an agent of Great Lakes Insurance SE and in the matters of a claim act on behalf of Great Lakes Insurance SE.

Your responsibility

You must take reasonable care to:

- supply accurate and complete answers to all the questions **Your** (administrator / agent) may ask as part of **Your** application for cover under the policy
- to make sure that all information supplied as part of **Your** application for cover is true and correct
- tell **Your** (administrator / agent) of any changes to the answers **You** have given as soon as possible.

You must take reasonable care to provide information that is accurate and complete answers to the questions **Your** (administrator / agent) ask when **You** take out, make changes to and renew **Your** policy. If any information **You** provide is not accurate and complete, this may mean **Your** policy is invalid and that it does not operate in the event of a claim or **We** may not pay any claim in full.

If **You** become aware that information **You** have given **Your** (administrator / agent) is inaccurate or has changed, **You** must inform them as soon as possible.

Cancellation

If **You** decide that for any reason, this Policy does not meet **Your** insurance needs then please return it to **Us** within 14 days from the day of purchase or the day on which **You** receive **Your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **We** will then refund **Your** premium in full.

If **You** wish to cancel **Your** Policy after 14 days, **You** will be entitled to a pro-rata return of premium.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:
Where **We** reasonably suspect fraud
Non-payment of premium
Threatening and abusive behaviour
Non-compliance with policy terms and conditions
You have not taken reasonable care to provide accurate and complete answers to the questions **Your** (administrator / agent) asked.

If **We** cancel the policy and/or any additional covers **You** will receive a refund of any premiums **You** have paid for the cancelled cover, less a proportionate deduction for the time **We** have provided cover.

Where **Our** investigations provide evidence of fraud or misrepresentation, **We** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **You** provided **Your** administrator / **Your** agent with incomplete or inaccurate information. This may result in **Your** policy being cancelled from the date **You** originally took it out and **We** will be entitled to keep the premium.

If **Your** policy is cancelled because of fraud or misrepresentation, this may affect **Your** eligibility for insurance with **Us**, as well as other insurers, in the future.

Due Care

The Insured shall take all reasonable precautions to prevent injury, disease, loss or damage and shall take all practicable steps to safeguard all the property insured from loss or damage. The Insured must maintain the property insured in good repair.

Fraud

You must not act in a fraudulent way. If **You** or anyone acting for **You**:

- fails to reveal or hides a fact likely to influence whether we accept **Your** proposal, **Your** renewal, or any adjustment to **Your** policy;
- fails to reveal or hides a fact likely to influence the cover we provide;
- makes a statement to us or anyone acting on our behalf, knowing the statement to be false;
- sends us or anyone acting on our behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage **You** caused deliberately or with **Your** knowledge.

If **Your** claim is in any way dishonest or exaggerated, we will not pay any benefit under this policy or return any premium to **You** and we may cancel **Your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **You** and inform the appropriate authorities.

Contribution

If any loss damage or expense or liability insured by sections 1, 2, 3, 4, 5 and 7 of this insurance which is covered or would be covered but for the existence of this insurance by any other policy of insurance **We** shall not provide indemnity except in respect of any excess beyond the amount which is or would but for the existence of this insurance be payable by such other policy of insurance.

How to make a claim:

To make a claim please call

Tel: 0344 893 1022

or write to:

Direct Group Specialist Claims, PO BOX 1192,
Doncaster, DN1 9PU

Email: specialistclaims@directgroup.co.uk

For liability claims, please contact:

Langleys Solicitors LLP, Queens House, Micklegate,
York, YO1 6WG

Tel: 01904 686790

Email:

ukg@langleysclaimsservices.com Complaints Procedure

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim **You** should follow the complaints procedure below:

Complaints Regarding: SALE OF THE POLICY

Please contact **Your** administrator / agent who arranged the Insurance on **Your** behalf.

For complaints about the handling of a claim, please contact:

Direct Group Ltd
Customer Relations
PO Box 1193
Doncaster
DN1 9PW

Tel: 0344 854 2072

Email: customer.relations@directgroup.co.uk

If **Your** complaint is about the handling of a liability claim, please contact:

Langleys Solicitors LLP
Queens House
Micklegate,
York
YO1 6WG
Tel: 01904 686790

Email: ukg@langleysclaimsservices.com

If **Your** complaint about the sale of **Your** policy or **Your** liability claim cannot be resolved by the end of the third working day, **Your** complaint will be passed to:

Customer Relations Department
UK General Insurance Limited
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ

Tel: 0345 218 2685

Email: customerrelations@ukgeneral.co.uk

In all correspondence please state that **Your** insurance is provided by UK General Insurance Limited and quote scheme reference **06494B**.

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity and have an annual turnover of less than £2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service, Exchange Tower,
London, E14 9SR.

Tel: 0300 123 9 123

Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

UK GENERAL INSURANCE LTD PRIVACY NOTICE

We are UK General Insurance Ltd, referred to as "we/us/our" in this notice. Our data controller registration number issued by the Information Commissioner's Office is **Z7739575**.

This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as "you/your" in this notice.

We are dedicated to being transparent about what **we** do with the information that **we** collect about you. **We** process **your** personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of **your** personal data is necessary for **us** to administer **your** insurance policy and meet our contractual requirements under the policy. **You** do not have to provide us with your personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

What information do we collect about you?

Where **you** have purchased an insurance policy through one of our agents, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass your information to us so that we can administer **your** insurance policy.

For specific types of insurance policies, for example when offering **you** a travel insurance policy, we may process some special categories of **your** personal data, such as information about **your** health.

We have a legitimate interest to collect this data as we are required to use this information as part of **your** insurance quotation or insurance policy with **us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

UK General's full privacy notice

This notice explains the most important aspects of how we use your data. You can get more information about this by viewing our full privacy notice online at <http://ukgeneral.com/privacy-policy> or request a copy by emailing us at dataprotection@ukgeneral.co.uk. Alternatively, you can write to us at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.