

# **Policy Schedule (New Business)**

## **Insured Details**

Insured Name	WELSH CLAY TARGET SHOOTING ASSOCIATION LIMITED	
Insured Address	1 LEA COTTAGES, BISHOPS CASTLE, SHROPSHIRE, SY9 5HZ	
Broker Name	MARSH SPORT	
Broker Address	32-36 VICTORIA STREET, BRISTOL, SOMERSET, BS1 6BX, ENG	
Activity Sector	Sporting Governing Body or Federations	
Activity Type	Physical Sports	
Activities	Target Shooting	
Policy Number	SAL/2024/0000063	
Period of Insurance	Start: 01/04/2024 End: 31/03/2025	
Insurer	Dale Underwriting Partners Syndicate 1729 at Lloyd's	

# **Public and Products Liability Section**

Limit of Indemnity	£10,000,000	any one occurrence, and in the aggregate in respect of Products Liability	
Basis of Cover	Losses Occurring		
Retroactive Date	Not Applicable		
Third Party Property Damage Excess	£250		
Third Party Bodily Injury Excess	£0		
Territorial Limits	Worldwide		
Applicable Jurisdiction	Worldwide (Ex USA and Canada)		
Risk Information	650 Members		
Applicable Policy Wording :	DUP S&L Liability Wording - LO_21072	6	

# **Professional Indemnity Section**

Limit of Indemnity	£1,000,000	any one claim and in the aggregate	
Basis of Cover	Claims Made		
Retroactive Date	01/04/2024		
Excess	£250		
Territorial Limits	Worldwide		
Applicable Jurisdiction	Worldwide (Ex USA and Canada)		
Risk Information	650 Members		
Applicable Policy Wording :	DUP S&L Liability Wording - LO_210726		



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## **Employers Liability Section**

Limit of Indemnity	£10,000,000	
Basis of Cover	Losses Occurring	
Excess	£0	
Territorial Limits	Worldwide	
Applicable Jurisdiction	United Kingdom	
Risk Information	£13,000 Total Wageroll	
	1 Employees/Volunteers	
Applicable Policy Wording :	DUP S&L Liability Wording - LO_210726	

# **Kit and Equipment Section**

Item ID	Insured Item	Sum Insured	Single Article Limit	Territory	Excess
1	Kit and Equipment	£12,000.00	£1,000.00	Premises Only	£150
	Total Sum Insured:	£12,000.00			
	Applicable Policy Wording :		DUP S&L Kit & Equipme	ent Wording_210726	

# **Applicable Conditions and Endorsements**

004 Public & Products Liability Section: COACHING AND INSTRUCTION CONDITION

The following applies only to the Public & Products Liability Section.

It is a condition precedent to Our liability that all coaches and instructors engaged by You for the delivery of Your Business activities are suitably qualified in accordance with the relevant recognised awarding body or national governing body for the activity in question.

006 Public & Products Liability Section: SUBCONTRACTORS

The following applies only to the Public & Products Liability Section.

It is a condition precedent to Our liability that all subcontractors engaged by You shall have in force and effect, Public Liability insurance for third party Personal Injury or Property Damage with an annual minimum limit of Indemnity of £5,000,000 throughout the duration of their contract with You.

You shall undertake to obtain and retain documentary evidence of the said insurances prior to the commencement of any contract with You.

## CONDITION

The following applies to all Sections of the Policy.

It is a condition precedent to Our liability that ear defenders, ear plugs, or other suitable ear protection equipment is worn at all times by all participants, employees, beaters, volunteers, or spectators during any shooting activity.

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#### **BUSINESS DESCRIPTION**

It is noted that the Business of the Insured is more fully defined to include:

All Shotgun Sport including clay shooting, rough shooting, game shooting and wildfowling, rifle shooting including deer hunting and pest control.

#### PROFESSIONAL LIABILITY - RETROACTIVE DATE

The following applies only to the Professional Indemnity Section.

It is noted that the retroactive date applicable to the Professional Indemnity Section is 30/04/2022.

#### PROFESSIONAL WORK

The following applies only to the Public & Products Liability Section.

Despite exclusion 9. Professional Services and Advice, it is noted that the cover provided by the Public & Products Liability Section shall include professional coaching or instruction work carried out by insured members who are acting within the remit of a qualification recognised by the Insured, provided that a maximum annual revenue generated by any one such member does not exceed £25,000.

## ABUSE EXTENSION

The following applies only to the Public & Products Liability Section.

Retroactive Date Limit of Indemnity A 01/03/2020 A £1,000,000 any one Claim and in the aggregate B N/A B N/A C N/A C N/A

Excess: £1,000 each and every Claim

Basis of Cover

This Extension of the Policy shall only indemnify in respect of Claims Made during the Period of Insurance.

## **Operative Clause**

Subject to the terms, conditions, definitions and exclusions of the Policy (other than as amended by this Extension), despite Public & Products Liability Section Exclusion 1. Abuse or Molestation, the Insurer agrees to indemnify the Insured against:

a. all sums which the Insured become legally liable to pay as compensation (including claimants' costs, fees and expenses); and b. Costs and Expenses;

arising from any Claim both first made against the Insured in an Applicable Jurisdiction and notified to the Insurer within the Period of Insurance in respect of Personal Injury arising from Abuse or Molestation which is committed or alleged to have been committed after the applicable Retroactive Date stated in this Extension but before the expiry of the Period of Insurance, and

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provided that such Abuse or Molestation arises in connection with the Business and within the Territorial Limits.

### Limit of Indemnity

The liability of the Insurer under this Extension in respect of all damages (including claimants' costs, fees and expenses) and Costs and Expenses will not exceed:

- 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 the aggregate for all Claims both first made against the Insured and notified to the Insurer within the Period of Insurance irrespective of Retroactive Dates.

#### Limitation

In respect of Abuse or Molestation committed or alleged to have been committed after "Retroactive Date C" which is not proven to have continued beyond "Retroactive Date B" and which is subject to an indemnity under this Extension, the Insurer will indemnify the Insured against Costs and Expenses only and not in respect of any damages (including claimants' costs, fees and expenses) that the Insured become legally liable to pay.

#### Operation of Retroactive Dates

Abuse or Molestation which commenced or is alleged to have commenced after:

- a. "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":
- b. "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".

#### **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 Molestation 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 this 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 perpetrator of Abuse or Molestation.
- 5. Indemnify You against;
- a. Any fines or penalties or the costs of defending criminal proceedings
- b. Punitive, exemplary, aggravated, liquidated or any other non-compensatory damages or any damages resulting from the multiplication of compensatory damages or compensation ordered by a Court of Criminal jurisdiction.
- 6. Indemnify You for any liability arising out of any failure to comply procedural guidelines established by You concerning Abuse or Molestation.
- 7. Indemnify any person who has or has been alleged to have:
- a. Authorised or permitted Abuse or Molestation;
- b. Disregarded knowledge of Abuse or Molestation;
- c. Had actual or constructive knowledge of Abuse or Molestation and failed to notify a person with specific responsibility or the protection of children or vulnerable adults from Abuse or Molestation;
- d. Aided or contributed to or supported Abuse or Molestation;
- e. Intentionally or wilfully failed to comply with any procedure, regulation or licence designed to protect children or vulnerable adults from Abuse or Molestation.

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#### Conditions

It is a condition precedent to the right of the Insured to be defended or indemnified under this Extension of the Policy that all of the conditions below are complied with at all times.

- 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 purposes of determining the Excess applicable to any indemnity provided under this Extension, it is expressly agreed that all acts of Abuse or Molestation 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 or Molestation by the same perpetrator(s):
- a. Claims brought against You by each individual who suffered Abuse or Molestation by the same perpetrator will be treated as one Claim and be deemed to have arisen out of one originating cause; and
- b. All acts of Abuse or Molestation by the same perpetrator 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 reasonably practicable after becoming aware of any circumstances that may give rise to a Claim. Please see Claims Conditions on page 18 of this Policy.
- 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.

# **Premium Summary**

Premium	£6,245.00
Insurance Premium Tax	£749.40
Total Premium inclusive of IPT	£6,994.40
Fee	£100.00
<b>Total Amount Due</b>	£7,094.40