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## **Civil Liability Insurance Main Policy Features**

<b>Public Liability</b>	<b>Accidental bodily injury to third parties and/or damage to third party property arising out of the insured activities</b>  <b>Includes:</b>  <b>(a) member to member liability</b> <b>(b) indemnity to Principals</b> <b>(c) liability for damage to leased, hire, or borrowed premises</b>
<b>Products Liability</b>	<b>Accidental bodily injury to third parties and/or damage to third party property arising out of any goods sold or supplied by the Insured</b>
<b>Professional Indemnity</b>	<b>Loss (financial or otherwise) arising out of Errors and Omissions (e.g. bad advice or failure to act)</b>
<b>Libel and Slander</b>	<b>Includes defamation, which is vital in relation to the consequences of allegations of abuse</b>
<b>Directors' &amp; Officers' Protection</b>	<b>Personal legal protection in respect of mismanagement, including protection for Insured Persons against Employment Wrongful Acts including but not limited to violation of employment discrimination laws</b>
<b>Abuse</b>	<b>Abuse concerning children and vulnerable adults. Protection for damages awarded against the BCU</b>
<b>Legal Defence Costs</b>	<b>In connection with the defence of criminal proceedings brought or in appeal against a conviction arising from such proceedings relating to an offence alleged to have been committed in the course of the business in respect of a breach of Health and Safety at Work Act or Part II of the Consumer Protection Act</b>

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## Principal Exclusions

### Civil Liability will not apply to:

- **The ownership, possession or use of any mechanically propelled vehicle, aircraft, hovercraft or water-borne craft (other than craft less than 3 metres in length with a maximum speed of 7 knots, or hand propelled or sailing craft in inland or territorial waters). *This applies to safety boats.***
- **Product guarantee or recall, repair or replacement.**
- **Non UK Residents.**
- **Damage to any data.**
- **Medical malpractice.**
- **Deliberate acts which result from a premeditated action with an intent to cause injury.**
- **Injury to employees.**
- **Damage to own property/in custody or control.**
- **Asbestos related incidents.**
- **Infringement of Trademark/copyright.**
- **Pollution, unless sudden and accidental.**
- **The person accused of abuse/alleged to be the abuser.**
- **USA/Canada**

### **In respect of Civil Liability**

**Any legal action brought against the insured in a court of Law within the USA or Canada  
Other than actions brought which have resulted from the activities of individual instructors,  
teams, individual members in connection with the activities of the Insured.**

### **In respect of Directors and Officers Liability**

**Any activity in or action brought against the insured within the USA or Canada**



### **Entitled to Indemnity**

**British Canoe Union, its Employees, Directors, Officers, Committee Members, Events, Affiliated Clubs, Coaches, Members, Voluntary helpers, Scottish Canoe Association and the Canoe Association of Northern Ireland.**

### **Operative Time**

**Whilst participating in any authorized/recognised activity of the BCU.**

### **Limits of Indemnity**

<b>Civil Liability</b>	<b>£5,000,000</b>	<b>any one occurrence</b>
<b>Products Liability</b>	<b>£5,000,000</b>	<b>any one period</b>
<b>Pollution</b>	<b>£5,000,000</b>	<b>any one period</b>
<b>Directors and Officers</b>	<b>£5,000,000</b>	<b>any one period (costs inclusive)</b>
<b>Abuse</b>	<b>£5,000,000</b>	<b>any one period (costs inclusive)</b>
<b>Legal Defence Costs</b>	<b>£ 250,000</b>	<b>any one period</b>

### **Excess**

**£50 Third Party property damage**

### **Policy Number**

**RTT152881**

### **Claims Notification Requirements**

**Insurers must be given immediate written notice with full particulars of any claims or circumstances which may give rise to a claim.**

**Every letter, claim, writ, summons and process in connection with such circumstances must be forwarded to insurers immediately on receipt.**

**Written notice must be given to insurers immediately you have knowledge of any prosecution, inquest or inquiry in connection with any circumstances which may give rise to liability under the policy.**