

RSA Risk Managed UK

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Excess Layer Liability Policy

The Insurer and the Insured agree that

- (a) This Policy the Schedule (including any substitute Schedule issued) and any Endorsements shall be considered one document and any word or expression to which specific meaning has been attached shall bear such meaning wherever it appears
- (b) The Insurer's acceptance of this risk is based on the information presented to the insurer being a fair presentation of the insured's business including any unusual or special circumstances which increase the risk and any particular concerns which have led the insured to seek insurance
- (c) The Insurer will provide the insurance described in this Policy subject to the terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Insurer shall agree to accept the premium.

This Policy shall not be in force unless it has been signed by an authorised official of the Insurer.

Signed for and on behalf of Royal & Sun Alliance Insurance Ltd (Insurer)

S Byrom

Schedule

Insured	British Canoeing and British Canoeing Events Ltd
Address	National Water Sports Centre, Adbolton Lane, Holme Pierrepont, Nottingham, NG12 2LU
Policy Number	YMM903581
Business	National governing body for paddlesports in the UK

Period of Insurance

From 1st November 2022

To 31st October 2023

Both dates inclusive and any subsequent period for which the Insured shall have paid and the Insurer shall have accepted a renewal premium.

Indemnity

Liability Type	Insurer	Underlying Limit	Indemnity Limit
Public/Products	Royal & Sun Alliance Insurance Ltd	£5,000,000	£5,000,000

Underlying Policies

Primary Policies

Liability Type	Insurer	Policy Number	Indemnity Limit
Public/Products	Hiscox	PL-PSC10002091611/20	£5,000,000

Apportionment

Royal & Sun Alliance Insurance Ltd 100%

Countersigned *S Byrom*

Date 06/01/2023

Definitions

Abuse shall mean

- a) acts of hurting or injuring mentally or physically by maltreatment or ill-use or
- b) acts of forcing sexual activity rape or molestation or
- c) repeated or continuing contemptuous coarse or insulting words or behaviours

Aircraft Products shall mean aircraft or any aerial device (including missiles or spacecraft) and any other goods or products manufactured sold handled or distributed or services provided or recommended by the Insured or by others trading under their name for use in the manufacture repair operation maintenance or use of any aircraft or aerial device

Asbestos shall mean crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals

Asbestos Containing Materials shall mean any material containing Asbestos or Asbestos Dust

Asbestos Dust shall mean fibres or particles of Asbestos

Costs and Expenses shall mean costs and expenses

- (a) recoverable by any claimant from the Insured
- (b) incurred by the Insurer or Insured with the consent of the Insurer in accordance with Condition 4.

Data shall mean any data of any sort, including without limitation tangible or intangible data and any programs or software bandwidth cryptographic keys databases documents domain names or network addresses or anything similar files interfaces metadata platforms processing capability storage media transaction gateways user credentials websites or any other information whatsoever

Insured shall mean the entities as stated in the Schedule and the personal representatives of the Insured in respect of legal liability incurred by the Insured.

Insurer shall mean Royal & Sun Alliance Insurance Ltd or others as stated the liability of which shall be limited to the proportion set against its name

North America shall mean the United States of America or Canada or their territories or possessions or Puerto Rico

Period of Insurance shall mean the period stated in the Schedule.

Primary Policy shall mean the policy or policies of insurance or the specified sections of such policies issued by the Primary Policy Insurer(s) as stated in the Schedule

Underlying Limit shall mean the amounts stated against the Liability Types in the Schedule being the total limits of liability provided by the Underlying Policies.

Underlying Policies shall mean the Primary Policy specified in the Schedule and any underlying excess policies the details of which have been supplied to the Insurer.

Insurance

The Insurer will provide indemnity

- (a) in accordance with the terms of the Underlying Policies which shall run concurrently with this Policy
- (b) up to the Indemnity Limit for damages and Costs and Expenses incurred in excess of the Underlying Limit

or

- (c) up to the Indemnity Limit for damages in excess of the Underlying Limit with Costs and Expenses in addition where the Underlying Policies provide for Costs and Expenses to be payable in addition to the Underlying Limits and such provision by the Underlying Policies has been exhausted.

Exceptions

The indemnity will not apply to legal liability

1. Aircraft Products

arising out of Aircraft Products

2. Aircraft/Watercraft/Vehicles

arising from or out of the ownership possession or use by or on behalf of the Insured of any

A) Vehicle other than legal liability arising out of

- 1) the use of plant as a tool of trade on site
- 2) the use of plant at the premises of the Insured
- 3) the loading or unloading of any vehicle
except where indemnity is provided by any motor insurance contract or where insurance or security is required by law

B) aircraft or other aerial device

C) aerospace device

- D) hovercraft or hydrofoil
- E) water-borne vessel or craft other than
 - 1) hand propelled or sailing craft in inland or territorial waters and not exceeding 50 feet in length
 - 2) craft used for business entertainment within inland or territorial waters

3. Asbestos

for bodily injury or property damage or remediation costs or legal liability of whatsoever nature directly or indirectly caused or contributed to or occurring by the presence of Asbestos Asbestos Containing Materials or Asbestos Dust or the release of Asbestos Dust or the exposure of persons buildings or property to Asbestos Asbestos Containing Materials or Asbestos Dust

4. Breach of Professional Duty

arising out of or in connection with any breach of professional duty

5. Pollution or Contamination in North America

caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere happening in North America or where a claim is brought in a Court of Law in North America

6. Data Protection Legislation

to pay damages or costs and expenses for damage or distress as described in United Kingdom data protection laws or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or any similar legislation anywhere in the world or under any replacement legislation in respect of any of the foregoing

7. Cyber

for mental injury arising from

- i) loss destruction or corruption of Data

- ii) appropriation transmission use access to storage or modification of Data
- iii) the reduction in or loss of ability to use access process transmit modify or store Data
- iv) misinterpretation or misuse of Data

8. Abuse

arising from Abuse

9. Financial Loss

arising out of any financial loss

Conditions

1. Insurance Act 2015

In respect of any

- (a) duty of disclosure
- (b) effect of warranties
- (c) effect of acts of fraud

the rights and obligations applying to the Insured and the Insurer shall be interpreted in accordance with the provisions of the Insurance Act 2015.

2. Alteration

No material alteration to any of the Underlying Policies changing their terms conditions limitations or exclusions shall apply to this Policy unless and until agreed in writing by the Insurer.

3. Cancellation

The Insurer may cancel this Policy by sending 30 days notice by recorded delivery to the Insured at their last known address and in such event the Insurer shall return a pro-rata proportion of the Premium in respect of the unexpired Period of Insurance.

The Insured may cancel this Policy by sending 30 days notice by recorded delivery to the Insurer at their address shown on this Policy and in such event the Insurer shall calculate their premium for the cover period to the cancellation date (using applicable short-period rates) and deduct such premium from the premium paid returning any balance to the Insured.

4. Costs Apportionment

Provided the Insured consents to proceedings Costs and Expenses shall be apportioned in

- (a) settlement of any claim exceeding the Underlying Limit the Insured shall contribute to Costs and Expenses in the ratio of their proportion of the total claim paid
- (b) respect of costs not recoverable from underlying insurers due to Underlying Policies having paid their total limits of liability the Insurer shall be liable for such residual costs in proportion to the ratio of their liability under this Policy.

Subject always to the Indemnity Limit where Costs and Expenses are not payable in addition.

Should settlement of any claim be practicable prior to the commencement of trial or recognised dispute resolution for not more than the Underlying Limit then no Costs and Expenses shall be payable by the Insurer.

5. Defence

The Insurer shall not be called upon to assume charge of the investigation or defence of any claim made suit brought or proceeding instigated against the Insured but shall have the right to be associated in the defence and/or trial of any such claim suit or proceeding which in the opinion of the Insurer may create liability under the terms of this Policy.

6. Aggregate Limit

The Indemnity Limit shall apply in the aggregate for the Period of Insurance in respect of occurrences for liability of a type which under the Underlying Policies is subject to an aggregate limit.

7. Inner Limit

This Policy does not apply to liability of a type which is subject to an inner limit of liability on an Underlying Policy which is lower than the Underlying Limit stated in the Schedule.

8. Law

Unless the Insurer and Insured have agreed otherwise in writing any dispute concerning the interpretation of the Policy shall be governed by and construed in accordance with the laws of England and Wales or Scotland (in respect of any policies issued in Scotland) and within the exclusive jurisdiction of their respective courts.

9. Non-Contribution

If at the time of happening of any occurrence covered by this Policy there is any other existing insurance covering the same liability (or part thereof) the Insurer shall not be liable to indemnify the Insured in respect of such liability except so far as concerns any excess beyond the amount which would have been payable under such other insurance had this Policy not been effected.

10. No Rights to Other Persons

Unless otherwise provided nothing in this Policy shall give any rights to any person other than the Insured and the Insurer and any extension of indemnity to any person other than the Insured shall not give rights of claim to such person and the Insured shall claim on behalf of such person.

The receipt of the Insured shall in every case be a full discharge to the Insurer.

11. Occurrence Notice

It is a requirement of this Policy that in the event of an occurrence reasonably likely to produce a claim exceeding 50% of the Underlying Limit the Insured shall give immediate written notice to the Insurer.

Such notice shall identify the Insured and Policy Number while disclosing the fullest information obtainable at the time in relation to such occurrence.

The Insured shall disclose subsequent material developments in relation to the occurrence including liability assumed or repudiations made by Underlying Policies.

12. Policy Response

In determining under which Period of Insurance a claim is admissible this Policy shall be subject to the same criteria as Underlying Policies.

13. Premium Adjustment

If premiums under this Policy have been calculated (wholly or in part) upon estimates furnished by the Insured the Insured shall keep proper records containing all particulars relative thereto and the Insurer shall be allowed to inspect such records at all reasonable times.

The Insured shall within one month of the expiry of each Period of Insurance supply to the Insurer finalised figures pertaining to the Period of Insurance whereupon the Premium for the Period of Insurance shall be adjusted by the Insurer and the difference paid by or allowed to the Insured subject to and minimum premium constraints applicable.

14. Single Insured

Indemnity Limits apply to all of the Insured as one party or legal entity so that there is only a single contract of Insurance between the Insurer and Insured.

15. Underlying Exhaustion

If the aggregate Underlying Limit is exhausted by claims paid on Underlying Policies or claims which underlying insurers are held liable to pay the Insurer shall in the event of

- (a) partial exhaustion provide indemnity in excess of the reduced Underlying Limit
- (b) total exhaustion this Policy shall continue in force as the Primary Policy in excess of any deductibles or self insured retention that are not exhausted

for the remainder of the Period of Insurance.

Provided that this Policy shall not become excess of a reduced or exhausted Underlying Limit due to such reduction or exhaustion resulting from any liability of a type excluded by this Policy.

Subject always to Condition 16.

16. Underlying Failure

The Insurer shall not be liable for the failure of underlying insurers to meet their commitments under Underlying Policies due to cancellation or inability or refusal to pay in the event of insolvency liquidation or entering receivership.

17. Sanctions Clause

The Insurer shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this Policy which would breach economic financial or trade sanctions ("Sanctions") imposed under the law of the country in which this Policy is issued or would otherwise provide cover

Complaints Procedure

At RSA we are committed to going the extra mile for our customers so if you believe that we have not delivered the service you expected we want to hear from you so that we can try to put things right

We take all complaints seriously and following the steps below will help us understand your concerns and give you a fair response

(A) Step 1

If your complaint relates to your policy then please contact the sales and service team in the office which issued the policy or your Broker

If your complaint relates to a claim then please call our claims team or the number shown at the front of this policy

We aim to resolve your concerns by close of the next business day as experience tells us that most difficulties can be sorted out within this time

(B) Step 2

In the unlikely event that your concerns have not been resolved within this time your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive – their contact details are as follows:

Post:
RSA
Customer Relations Team
P O Box 255
Wymondham
NR18 8DP
Email: crt.halifax@uk.rsagroup.com

Our promise to you

We will:

- 1) Acknowledge all complaints promptly
- 2) Investigate quickly and thoroughly
- 3) Keep you informed of progress
- 4) Do everything possible to resolve your complaint
- 5) Use the information from your complaint to proactively improve our service in the future

Once we have reviewed your complaint we will issue our final decision in writing within 8 weeks of the date we received your complaint

(C) If you are still not happy

If you are still unhappy after our review (or you have not received a written offer of resolution within 8 weeks of the date we received your complaint) you may be eligible to refer your case to the Financial Ombudsman Service which is an independent body that arbitrates on complaints

The Financial Ombudsman Service can be contacted at:

Post:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London E14 9SR

Telephone:

0800 0234567 (free from standard land line - mobiles may be charged)
0300 1239123 (same rate as 01 or 02 numbers on mobile phone tariffs)

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

Website: www.financial-ombudsman.org.uk

You have six months from the date of our final response to refer your complaint to the Financial Ombudsman Service

This does not affect your right to take legal action - however the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced

(D) Thank you for your feedback

We value your feedback and at the heart of our brand we remain dedicated to treating our customers fairly and giving them the best possible service at all times - so if we have fallen short of this promise we apologise and aim to do everything possible to put things right

Fair Processing Notice

At Royal & Sun Alliance Insurance Ltd we provide commercial insurance policies directly or in partnership with other organisations.

Where individuals are covered under the terms of these insurance policies we may need to process their personal information.

Information including the purpose and basis for the processing, how long data will be retained for and about the individual rights under the data protection regulation can be found at: www.rsagroup.com/support/legal-information/privacy-policy/

If you have any questions or comments about this Privacy Notice please contact:

The Data Protection Officer
RSA
Bowling Mill
Dean Clough Industrial Park
Halifax
HX3 5WA

You may also email us at crt.halifax@uk.rsagroup.com.