

## Summary of Liability Cover

<b>Insured:</b>	<b>British Rowing Ltd</b>
<b>Period of Cover:</b>	01 April 2014 to 31 March 2015
<b>Retroactive Date:</b>	01/01/1985 (subject to earliest date of continuous British Rowing membership)
<b>Activities:</b>	British Rowing affiliated regattas and processional races, other regattas compliant with the British Rowing Rules & British Rowing Row Safe Code and individually approved by British Rowing, training or competition activities recognised and approved by British Rowing including sliding or fixed seat rowing, indoor 'dry' rowing, cycling whilst training for rowing including cycling to/from boat house, competitive cycling when organised by British Rowing and cycling on non-hazardous terrain.
<b>Who is entitled to Indemnity:</b>	British Rowing Limited, British Rowing Councils, British Rowing individually registered members, (including officials), volunteers whether members or not, coach educators (coach to coach), coaches who are individually registered members of British Rowing and earn no more than £25,000 in any 12 month period, The Amateur Rowing Association in respect of past incidents.

### COMBINED LIABILITY INSURANCE

Cover is provided by Hiscox Underwriting Ltd and W.R. Berkley Insurance (Europe) Limited

**Policy Number:** **HU P16 1957898 and GBA 140G9A651**

#### Cover

This covers legal liability for damages and legal costs arising out of Third Party loss, injury or damage, in connection with the activities described above and notified to the Hiscox Underwriting Ltd within the period noted above. Cover includes public liability, professional indemnity, liability for damage to leased and rented premises, member to member liability, indemnity to principals and liability arising out of goods sold or supplied including refreshments. The cover is written on a claims made wording, which means that the cover will respond when the claim is made, not when the incident occurred. All incidents that may give rise to a claim in the future should be notified to Hiscox Underwriting Ltd through Perkins Slade Ltd., at the time of incident.

<b>Limit of Indemnity</b>	£10,000,000	any one event
	£10,000,000	any one period of cover for Products / Pollution / Directors & Officers
	£ 7,500,000	any one period of cover for Abuse

Policy cover for claims up to £5m (£2.5m in respect of abuse) are covered by Hiscox Underwriting Ltd and, if this is exceeded, up to a total £10m (£7.5m in respect of abuse) are covered by W.R. Berkley Insurance (Europe) Limited.

#### Principal Exclusions

Liability arising out of:

1. Criminal Acts
2. The ownership, possession or use of any mechanically propelled vehicle, aircraft, hovercraft or water-borne craft
3. Product Guarantee or recall, repair or replacement
4. In connection with damage to any data
5. Medical malpractice
6. Damage to own property
7. Abuse in respect of the individual accused or alleged to have committed abuse or have permitted abuse
8. Incidents prior to joining British Rowing
9. Incidents and/or claims known to you but not reported to Insurers
10. Tour operators liability or any liability arising from The Package Travel, Package Holidays and Package Tours Regulations 1992
11. Non British Rowing organised competitions or events, group road cycling or personal non-rowing activity

Restricted cover applies in respect of legal actions brought in a court of Law within the USA or Canada

#### Additional Note:

'Not withstanding exclusion 2 above the company will provide indemnity to the insured against legal liability arising out of the ownership possession or use by or on behalf of the insured or any person entitled to indemnity of water-borne craft. The indemnity will not apply to legal liability in respect of which the insured is entitled to indemnity under any other policy'. This is 'contingency' cover only and it is the duty of Insured to ensure the correct Marine cover is in place as this is not intended as a replacement for that cover.

#### Coaches Endorsement:

The Professional Indemnity section of the policy cover for coaches excludes those coaches who earn in excess of £25,000 in any 12 month period

## IN THE EVENT OF A CLAIM

You must report every claim and any incident that is likely to give rise to a claim in the future. Incident Notification Guidelines are attached to this document to assist you. Please contact Perkins Slade Ltd on 0121 698 8040 and complete the necessary report/claim form as soon as possible to avoid prejudicing your claim. Do not admit liability; do not make an offer or promise to pay.

## INCIDENT NOTIFICATION GUIDELINES

It is important that all incidents that may give rise to a claim are reported to us as soon as possible after the event. This will enable Insurers to carry out investigations at an early stage whilst information relating to the claim remains fresh in the mind. This will also ensure that you are complying fully with your policy terms and conditions.

In order to achieve this, we ask that you notify us immediately of any incident that involves:-

- a fatal accident.
- an injury involving either referral to or actual hospital treatment.
- any allegations of libel/slander.
- any allegations of Professional Negligence i.e. arising out of tuition, coaching or advice given.
- any investigation under any child protection legislation.
- any circumstance involving damage to third party property.

An injury is defined as:

- any head injury that requires medical treatment [Doctor or Hospital.]
- any fracture other than to fingers, thumbs or toes.
- any amputation, dislocation of the shoulder, hip, knee or spine.
- loss of sight [whether temporary or permanent.]
- any injury resulting from electrical shock or burn, leading to unconsciousness or requiring resuscitation or admittance to hospital for more than 24 hours.
- any other injury leading to hypothermia, heat induced illness or to unconsciousness which requires resuscitation or admittance to hospital for more than 24 hours.
- loss of consciousness caused by asphyxia or by exposure to a harmful substance or biological agent.

Please note the above list is not exhaustive and if you are unsure as to whether an incident should be reported, then please do not hesitate to contact Perkins Slade Claims Department for further advice.

**We would remind you that in NO circumstances should you admit liability or agree to pay for any damage caused as this may prejudice the position of Insurers and COULD result in the withdrawal of any indemnity.**

Finally, please note that this is a Liability Policy where Insurers decide if negligence attaches to you. Therefore any payments you make to any third parties will not necessarily be reimbursed.

## INCIDENT RECORDING GUIDELINES

We would recommend that a designated person within your organisation is made responsible to record any reportable accident. Records must be kept for at least 3 years. Names and addresses of any possible witnesses should also be recorded.

Current legislation does not specify the format of an accident register but the Accident Book BI 510 obtainable from HMSO is frequently used and is approved by the Information Commissioner for D&A Compliance.

The register must contain the following information relating to all reportable accidents or dangerous occurrences:

- date and time of accident
- as regards a person at work - full name; occupation; nature of injury; age
- as regards a person not at work - full name; status [e.g. customer]; nature of injury; age
- place where accident occurred
- a brief description of the circumstances
- method by which the event was reported.

## REPORTING INCIDENT TO HEALTH & SAFETY EXECUTIVE

You may also have obligations under the RIDDOR 95 regulations to report incidents to the HSE. For further information and to obtain a copy of the "RIDDOR explained" leaflet log onto the HSE website [www.hse.gov.uk](http://www.hse.gov.uk).