

# INSURANCE COVER FOR CLUBS/CLUB OFFICERS

## Who is Insured?

As a UKA affiliated club or organisation, you are automatically provided with insurance cover related to your club's "athletics activities". This not only means training and competitions, but also club / region administrative meetings, social and fund raising activities organised by the club.

The policy also indemnifies any official, secretariat, committee, sub-committee, working party, or volunteer of an affiliated club.

This information sheet tells you what insurance cover is provided and what to do if you ever need to make a claim. *Any additional cover required will be your own responsibility.*

## PUBLIC LIABILITY INSURANCE

	Primary Liability Cover	Excess Liability Cover
<b>Insurer Name</b>	Royal & Sun Alliance Insurance plc	QBE Insurance (Europe) Ltd
<b>Policy Number</b>	YMM902055	Y022009QBE0114A
<b>Limit of Liability</b>	£5,000,000 any one occurrence	£45,000,000 any one occurrence in excess of primary £5,000,000
	Total Limit £50,000,000 any one occurrence	
<b>Geographical Limits</b>	The policy covers activities anywhere in the world, provided that claims are brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands	
<b>Excess</b>	GBP 250 each and every claim for third party property damage	
<b>What is covered?</b>	<p>This policy provides cover for legal liability of affiliated Clubs or Organisations, in respect of those activities mentioned above.</p> <p><b>Public Liability:</b> Damages and Legal Costs which the Insured shall become legally liable to pay consequent upon:</p> <ul style="list-style-type: none"> <li>• Accidental Injury of any person</li> <li>• Accidental loss of or damage to property</li> </ul> <p>happening during the period of insurance and arising in connection with the athletics activities.</p>	

<p><b><u>Important Note:</u></b> <b><u>Cover for Competition and Events</u></b></p>	<p>a) <b><u>Track &amp; Field Events</u></b></p> <p><b><u>All Track and Field events must have a valid licence</u></b> in order for insurance cover to apply. You can apply for a licence through UK Athletics: <a href="http://www.uka.org.uk/competitions/track-field-licensing/">http://www.uka.org.uk/competitions/track-field-licensing/</a></p> <p>b) <b><u>Non- stadium running and walking events</u></b></p> <p><b>Licences are required</b> in order for insurance cover to apply for non- stadium running and walking events if the event:</p> <ul style="list-style-type: none"> <li>• <i>Has 150 or more participants, <b>or</b></i></li> <li>• <i>Charges for entry, <b>or</b></i></li> <li>• <i>Has unaffiliated runners taking part</i></li> </ul> <p><i>For the avoidance of doubt, in respect of non-stadium running and walking events only, <b>licences are not required</b>, if the event:</i></p> <ul style="list-style-type: none"> <li>• <i>Has less than 150 participants, <b>and</b></i></li> <li>• <i>Does not takes an entry fee, <b>and</b></i></li> <li>• <i>Has only affiliated runners taking part</i></li> </ul> <p>You can apply for a licence through Runbritain for road races and multi-terrain races (<a href="http://www.uka.org.uk/grassroots/runbritain/">http://www.uka.org.uk/grassroots/runbritain/</a>)</p> <p><b>Note:</b> Cover for competition and events only applies to athletics events within one of the six disciplines defined in UK Athletics Rules for Competition:</p> <ul style="list-style-type: none"> <li>• Track and Field</li> <li>• Race Walking</li> <li>• Cross Country</li> <li>• Road Running</li> <li>• Fell, Hill and Mountain Running</li> <li>• Trail Running.</li> </ul> <p>Cover does not apply to any event that is not described in UKA Rules for Competition such as Colour Runs and events that incorporate obstacles, unless the event is a Fun Run incorporated within the programme of a licensed event.</p>
<p><b>Examples</b></p>	<p>The following are examples of where cover would apply, subject to legal liability being proven:</p> <ul style="list-style-type: none"> <li>▪ Bodily injury caused by your negligence to a third party (including athletes, club members, spectators etc)</li> <li>▪ Injury caused as a result of incidental first aid administered.</li> <li>▪ Accidental damage caused by your negligence to material property belonging to a third party, for instance damage caused to fences on land being used for a cross country race.</li> </ul>

	<ul style="list-style-type: none"> <li>▪ Injury caused through the sale of food and drink as part of club activities</li> </ul>
<p><b>General Points to Note</b></p>	<ul style="list-style-type: none"> <li>▪ This is a legal liability policy and it is the injured party's responsibility to prove negligence for injury or damage.</li> <li>▪ This is not a personal accident policy (if an athlete trips over their own shoelaces and breaks an arm, there is no automatic compensation)</li> <li>▪ There is no age limit applied to the cover</li> <li>▪ There is no cover provided to non-affiliated clubs, organisations, individual athletes or groups of athletes acting independently of their club.</li> <li>▪ Runs/events are covered only when they are organised by a UKA affiliated organisation.</li> <li>▪ Injury arising from medical or physiotherapy treatment is not covered by this policy and should be insured by the practitioners' own insurance.</li> <li>▪ If injury or damage is caused by a deliberate act or omission there is no cover.</li> <li>▪ Damage to or loss of a club's own property is not covered by this policy. Clubs should make separate insurance arrangements for any property they own (Property Damage Policy).</li> <li>▪ The policy does not provide cover for any loss or damage incurred through the use of a motor vehicle whilst subject to the Road Traffic Acts which is a matter for a claim against the relevant motor vehicle insurance policy</li> </ul>
<p><b>How to make a claim</b></p>	<ul style="list-style-type: none"> <li>▪ Report all incidents of injury or property damage to third parties as soon as possible regardless of whether a claim is likely.</li> <li>▪ Do not negotiate, deny or admit any claim. Never admit liability or make an offer of payment to third parties.</li> <li>▪ Forward any third party correspondence or solicitor's letters or legal documents immediately upon receipt.</li> <li>▪ All incidents/claims should be reported to: <ul style="list-style-type: none"> <li><b>Contact:</b> Alison Todd, Marsh Ltd</li> <li><b>Tel:</b> 0131 311 4209</li> <li><b>Email:</b> alison.todd@marsh.com</li> </ul> </li> <li>▪ When making a claim it is your duty to disclose all material facts to Insurers. Failure to disclose all material facts could prejudice your claim.</li> </ul>

## WHAT TO DO IN THE EVENT OF A DANGEROUS INCIDENT OR AN ACCIDENT

In the case of either a dangerous incident or an accident, please complete the UK Athletics Accident & Incident Report Form to notify Liz Birchall, UK Athletics Health & Safety Manager at the following website:

<http://www.uka.org.uk/governance/health-safety/>

If this internet coverage is not available, then please collect the following information:

- Date & time of accident/incident.
- Details of the injured person.
- Name of event and promoter.
- Description of accident/incident with diagrams and/or photographs if possible.
- Nature of injuries.
- Details of any first aid given and named of first aid representatives.
- Names of other persons present.
- Details of reporting person.

In the event of the theft or disappearance of property or valuables, these should additionally be reported to the local organiser and the local police.

All information collected should be sent to the Health & Safety Manager at UKA at the address below:

Liz Birchall: [birchall@britishathletics.org.uk](mailto:birchall@britishathletics.org.uk)

UK Athletics Limited · Athletics House · Alexander Stadium · Walsall Road · Birmingham · B42 2BE [www.uka.org.uk](http://www.uka.org.uk)

## CLUBS DIRECTORS & OFFICERS LIABILITY

<b>Insurer Name</b>	Royal & Sun Alliance Insurance plc
<b>Policy Number</b>	DR30098A
<b>Limit of Liability</b>	Inner limit of GBP2,000,000 in the aggregate per club Subject to GBP 10,000,000 in the annual aggregate
<b>Geographical Limits</b>	Worldwide
<b>Excess</b>	Nil
<b>Insured Persons</b>	Any Club, Team, Group or Organisation affiliated to England Athletics, Scottish Athletics, Athletics Northern Ireland or Welsh Athletics during the current Policy Period including any Trustee, Club Executive, Governor, Volunteer, Committee member including but not limited to Chairman, Secretary, Treasurer and Welfare Officer
<b>What is covered?</b>	<p>The Loss of the Insured Person arising from any Claim first made during the Policy Period including Defence Costs, and any amount which the Insured incurs or is legally obligated to pay resulting from a Claim, including fines and penalties, awards of damages, awards of costs.</p> <p><b><u>Defence Costs/Legal Costs</u></b></p> <p>The policy will cover the reasonable fees, costs, expenses and other related charges incurred in the negotiation, investigation, defence, settlement, or appeal of a claim.</p> <p><b><u>Investigation Costs</u></b></p> <p>The policy will pay your reasonable fees, costs, expenses and other related charges or those incurred on your behalf in connection with an investigation. It also includes any legal adviser's or other consultant's fees, costs, expenses and other related charges to investigate and respond to a regulatory event (raid or visit on site to by a regulator that involves the production of information or interview of any insured person) and public relation services costs.</p> <p>Investigation Costs in relation to an investigation which includes Regulatory Event, internal investigation and Official bodies.</p>
<b>Examples</b>	<p>The following are examples of where cover could apply. <i>Claims must be made against the Insured Persons, and cover is subject to legal liability being proven:</i></p> <ul style="list-style-type: none"> <li>▪ non-compliance with health and safety legislation including that relating to employees, club members and the general public;</li> <li>▪ claims arising from mismanagement, or from misappropriation of club funds</li> <li>▪ compliance with employment law – for any organisation employing staff (this may also include unpaid volunteers);</li> <li>▪ non-compliance with legislation concerning racial, sexual and age harassment and discrimination, or protecting vulnerable individuals.</li> </ul>

<p><b>General Points to Note</b></p>	<ul style="list-style-type: none"> <li>▪ There is no cover provided to non-affiliated clubs, organisations, individual athletes or groups of athletes acting independently of their club.</li> </ul>
<p><b>How to make a claim</b></p>	<ul style="list-style-type: none"> <li>▪ Claims or notification of circumstances must be reported promptly.</li> <li>▪ Do not negotiate, deny or admit any claim. <b>Never</b> admit liability or make an offer of payment to third parties.</li> <li>▪ Forward any third party correspondence or solicitor’s letters or legal documents immediately upon receipt.</li> <li>▪ All incidents/claims should be reported to:   <b>Contact:</b> David Wright  <b>Tel:</b> 01603 690500 extn 5500  <b>Email:</b> david.d.wright@marsh.com</li> <li>▪ When making a claim it is your duty to disclose all material facts to Insurers. Failure to disclose all material facts could prejudice your claim.</li> </ul>

## Insurance Helpline

If you should have any questions regarding the insurance provided, please contact the UKA insurance provider:

Marsh Sports & Events Practice

Tel: 01732 877524

Email: [insurance@uka.org.uk](mailto:insurance@uka.org.uk)

## Important Information

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