

Explanation of the BAB Insurance Schemes 2023/24

The British Aikido Board (BAB) is keen to ensure its members have a high level of protection. To ensure this, it centrally purchases a programme of insurances.

Here you can find:

- Summary of Cover.
- Insurance FAQs.

This summary contains information about the insurance coverage including:

- Period of Insurance.
- The Insured (who is covered).
- Policy coverage.
- The Indemnity limit.
- When and where does cover apply?
- Principle exclusions.
- How to make a claim.
- Incident notification guidelines.

The BAB are not regulated to promote or actively market regulated insurances services. The contents and details of this document have been provided for general information purposes only. Whilst we endeavour to ensure that the information provided is correct, no warranty, express or implied, is given as to its accuracy and we do not accept any liability for error or omission.

The BAB currently employ Endsleigh Insurance Services Limited as the broker for the various insurances.

Endsleigh Insurance Services Limited (Company No. 00856706) is authorised and regulated by the Financial Conduct Authority (FRN 304295). This can be checked on the Financial Services Register by visiting <u>https://register.fca.org.uk/s/</u>. The company's registered address is One Creechurch Place, London, United Kingdom, EC3A 5AF.

Introduction

The British Aikido Board (BAB) purchases Combined Liability and Personal Accident insurance for its Affiliated Members. As a benefit of membership, the programme extends to protect instructors, officials, members, volunteers and committee members.

This summary will:

- Explain who is covered under this facility.
- Identify the insurance companies underwriting the different aspects of the programme.
- Provide a summary of the insurance cover and the key exclusions.
- Confirm the claims process.
- Make it clear who you need to contact in the event of a claim or if you have any questions about the scope of the insurance protection.

Important notes

This guide is a summary only. For the full terms and conditions, you should refer to the policy documentation. A copy of the policy documentation can be obtained on the BAB website (www.bab.org.uk).

Insurance policies require those covered to disclose all information that would influence a prudent insurers interpretation of a risk, whether to accept the risk and at what terms and conditions. Failure to do so may give an insurer the right to avoid the policy.

SUMMARIES OF COVER

The Insurer:	Sportscover Europe Limited (on behalf of Allianz Global)
Policy Number:	PAR-23-0000596
Period of Insurance:	15 th August 2023 to 14 th August 2024
The Insured (who is covered):	The Insured is the British Aikido Board including all registered associations, clubs, members and instructors.
	The BAB's recognised and authorised activities include training, competitions, coaching, course attendance etc. The use of dulled weapons (i.e. no live blades) is insured, providing the BAB Weapons Protocol is adhered to.
	This policy only provides indemnity to UK Residents.

Public/Products Liability Insurance

What does the policy cover?

The policy will pay for sums that the Insured becomes legally liable to pay for compensation in respect of damage to third party property or injury or death to third party persons as a result of the administration, organisation and promotion of Aikido throughout the United Kingdom and all associated activities occurring during the period of insurance. It covers liabilities incurred both on and off the aikido mat. This includes but is not limited to:

• Participation

Where a member, coach, official or other person registered and actively engaged in sporting and social activities is injured and takes legal action against a Club, Coach or Association for personal injury. This cover is also extended to include member-to-member liability.

- Club fundraising and social activities
 Providing the activity does not require any additional specialist equipment, qualification or training. For these types of activity, you should engage an appropriate third-party contractor that carries their own suitable insurance.
- First aid treatment Liability arising from the rendering of emergency first aid treatment.
- Property owners or occupiers
 Covering your liability as an owner or tenant.
- Products Liability
 This relates to claims brought as a result of products a club sells, the most common being food and beverages.
- Damage to leased property Liability arising from damage to leased or rented premises not in your custody or control.

The indemnity limit:	£10m any one occurrence (in the aggregate in respect of Products Liability).
Excess:	The Insured pays the first £250 of each and every claim in respect of third-party property damage. Please note only one excess will apply where multiple claims can be related to a single cause of loss.
When and where does cover apply?	The policy protects against liabilities as a result of activities anywhere in the European Union, a claim can also be brought anywhere in the European Union.
Principle exclusions:	 Dangerous activities/special fund-raising events including but not limited to those which involve: Hazardous sports, Bouncy castles Large crowds Security personnel Child minding Water activities, Aircraft Fireworks Livestock Amusement rides of any kind Advice or Instruction (this is covered under the Professional Indemnity section). If you consider an event to be "out of the ordinary", you should contact the insurance officer at the British Aikido Board.

Professional Indemnity Insu		
The Insurer:	Sportscover Europe Limited (on behalf of Allianz Global)	
Policy Number:	PAR-23-0000596	
Period of Insurance:	15 th August 2023 to 14 th August 2024	
The Insured (who is covered):	The Insured is the British Aikido Board including all registered associations, clubs, members and instructors. The BAB's recognised and authorised activities include training, competitions, coaching, course attendance etc. The use of dulled weapons (i.e. no live blades) is insured, providing the BAB Weapons Protocol is adhered to. This policy only provides indemnity to UK Residents.	
What does the policy cover?	This provides cover in respect of a negligent act, negligent error or negligent omission. This includes advice/training/tuition given by coaches, umpires, officials, managers and trainers.	
The indemnity limit:	£10m any one occurrence.	
Excess:	The Insured pays the first £250 of each and every claim excluding defence costs. Please note only one excess will apply where multiple claims can be related to a single cause of loss.	
When and where does cover apply?	The policy protects against liabilities as a result of activities anywhere in the world, although a claim cannot be brought within the USA or Canada.	
Principle exclusions:	 Any operation or administration of any pension or employee benefit scheme or trust fund, or the sale or purchase of or dealing in any stocks, shares or securities or the misuse of. Any information relating to them, or any breach of any legislation or regulation related to these activities. Any liability for any breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation. Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves. Any liability under any contract which is greater than the liability you would have at law without the contract. Any infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret. 	

Professional Indemnity Insurance

The Insurer:	Sportscover Europe Limited (on behalf of Allianz Global)	
Policy Number:	PAR-23-0000596	
Period of Insurance:	15 th August 2023 to 14 th August 2024	
The Insured (who is covered):	The Insured is the British Aikido Board including all registered associations, clubs, members and instructors.	
	The BAB's recognised and authorised activities include training, competitions, coaching, course attendance etc. The use of dulled weapons (i.e. no live blades) is insured, providing the BAB Weapons Protocol is adhered to.	
What does the policy cover?	The policy will pay for sums that The Insured become legally liable to pay for compensation as a result of death, injury or disease occurring to any Employee caused as a result of undertaking the business of The Insured.	
The indemnity limit:	£10m any one occurrence.	
When and where does cover apply?	The policy protects against liabilities any time within the period of insurance and anywhere in the world, although in the event of a claim in USA or Canada, UK jurisdiction will apply i.e. the claim will be dealt with according to English law.	
Principle exclusions:	 Employee Passengers – This policy does not apply to liability for which compulsory motor insurance is required. Employees Offshore – cover does not apply to any liability to any employee arising while offshore. 	

Employers Liability Insurance

Management Liability Insurance

The Insurer:	Sportscover Europe Limited (on behalf of Allianz Global)
Policy Number:	PAR-23-0000596
Period of Insurance:	15 th August 2023 to 14 th August 2024
The Insured (who is covered):	The Insured is the British Aikido Board including all registered associations & clubs.
	The BAB's recognised and authorised activities include training, competitions, coaching, course attendance etc. The use of dulled weapons (i.e. no live blades) is insured, providing the BAB Weapons Protocol is adhered to.
	This policy only provides indemnity to UK Residents.

What does the policy cover?

The Management Liability sections of the policy are designed to protect the sport and its members from the legal liability associated with governance. Cover does not apply for any activity undertaken in the USA or Canada. The sections are addressed below:

Trustees and Individual Liability
Protects an individual's Personal Liability by extending to indemnify the insured
against any claim first made against the insured in respect of any actual or alleged
error, misstatement, wrongful act, omission neglect, misleading statement, breach
of duty, breach of trust, breach of contract, breach of warranty of authority,
wrongful trading, or other act allegedly committed in the capacity of a Director or
Officer of the Association or an Affiliated Club.

The indemnity limit:	£5m any one occurrence.
When and where does cover apply?	Worldwide excluding USA and Canada.
Principle exclusions:	 Deliberate or dishonest acts. Prior claims, investigations and circumstances. Failure to provide medical services.

The Insurer:	Chubb European Group SE
Policy Number:	UKBOPD28902
Period of Insurance:	14 th August 2023 to 13 th August 2024
The Insured (who is covered):	Affiliated individuals within Member Clubs & Associations. To be covered under this insurance, you must:
	 Be permanently resident in the UK; and Be under the age of 85 at the time of applying; and Not be a full-time member of the armed forces of any nation or international authority.

Personal Accident Insurance

What does the policy cover?

In the event of an accident, causing bodily Injury, occurring during the period of insurance and as a result of recognised Aikido activity including training/practice, competitions and official social events.

Benefit:	Accidental death	£50,000 (£10,000 for juniors).
	Permanent total disability	£50,000
	Total organic paralysis	£50,000
	Total loss of intellectual capacity	£50,000
	Loss of sight in both eyes	£50,000
	Loss of sight in one eye	£25,000
	Loss of limb	£50,000
	Total loss of or loss of use of:	
	I. Hip, knee, ankle or wrist	£20,000
	II. Thumb	£12,500
	III. Shoulder or elbow	£10,000
	IV. Any finger or big toe	£5,000
	Total loss of hearing in one ear	£5,000
	In-patient hospital stay	£50 per night (up to 40 nights).
	Recovery	£40 per day (up to £90 days).
	Accident medical expenses	Up to 25% of any claim amount
		(max £20,000 overall).
	Home modification benefit	Up to £5,000
	Loss of enjoyment of life	Up to £5,000

Benefit for any Permanent Disability not noted above will be calculated on a medical assessment by Chubb on the degree of disability relative to this scale without reference to the insured person's occupation provided that:

- 1. The total benefit payable shall not exceed 100% of the amount shown in the Schedule of Benefits for each insured person in respect of any one accident.
- 2. If benefit is payable for loss of or loss of use of a limb then benefits for parts of that limb cannot also be claimed.

Principle exclusions:

The insurer (Chubb) will not pay any benefit for bodily injury after the expiry of the period of insurance during which:

- the insured attains the age of 85 years or more.
- War or any act of war
- Suicide, attempted suicide or deliberate selfinflicted injury by you regardless of your mental health.
- For disabilities arising from:
 - I. Repetitive stress injury (strain) or syndrome or any gradually operating cause.
 - II. Post-traumatic stress disorder or any psychological or psychiatric condition.
- Pregnancy, childbirth, miscarriage or any consequence thereof.
- The influence of solvents, drugs or medication upon the insured, except where it can be proved that the drugs or medication were taken in accordance with a proper medical prescription and not for the treatment of drug addiction.
- The insured driving a motor vehicle while the alcohol content of their blood exceeds the level permitted by the law of the country in which the accident occurs.
- Pre-existing medical conditions.

How to make a claim

Personal Accident

The claim form should be by email (preferable) or by post to the BAB Insurance Liaison Officer in the first instance. No comment will be made regarding the validity of your claim until this has it has been processed and investigated.

A copy of the claim form and completion notes can be found on the BAB website (<u>https://bab.org.uk/insurance</u>).

Supporting documentation

You will need to provide the following information with your claim form:

Relevant medical records, including doctor/consultant notes advising of details of the disability.

All other types of loss

Should the BAB, its officers, volunteers or employees, be involved in an incident that may potentially result in legal action in respect of duties undertaken on behalf of the BAB or should notice be given of the intent to take legal action against the insured, our insurance broker needs to be notified without delay.

The BAB is responsible for ensuring that the insurance broker is notified immediately of any incidents and notices to sue.

INCIDENT NOTIFICATION GUIDELINES

This notification sheet tells you when you should report an incident/accident to the British Aikido Board to comply with its operating procedures.

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

To achieve this, we would 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 legalisation.
- Any circumstances involving damage to third party property.

An injury is defined as:

- Any head injury that requires medical treatment (doctor/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.
- Loss of consciousness caused by asphyxia or by exposure to 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 the BAB Insurance Liaison Officer.

We would remind you that under <u>NO</u> circumstances should you admit liability or agree to pay for any damage caused as this may prejudice the position of Insurers and could invalidate any claim.

Finally, please note that the insurers decide if negligence attaches to you. Therefore, any payments you make to any third parties will not necessarily be re-imbursed.

INCIDENTS 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. Since 31st December 2003 it is a requirement to use a new style accident book that is compliant with data protection legalisation. It is available from HSE books. It also contains information of first aid and guidance on how to prevent accidents occurring in the first place.

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, occupations, nature of injury and 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.

Key Contacts

BAB website:	www.bab.org.uk
BAB Insurance Liaison Officer:	Daniel Easton Pole Farn House Leysters Herefordshire HR6 OHP Tel: 01568 589104 Mob: 07812 114947 Email: insuranceofficer@bab.org.uk
BAB Secretary:	Mrs Shirley Timms The Brooks Sandwich Road Hacklinge Worth Nr Deal Kent CT14 OAT Tel: 01304 268243 Mob: 07860 963691 Email: babsecretary@bab.org.uk
Endsleigh Insurance Services Ltd:	Quadrangle Imperial Square Cheltenham GL50 1PZ Tel: 0333 234 1358 Email: <u>keyaccounts@endsleigh.co.uk</u> Website: <u>www.endsleigh.co.uk</u>

About Endsleigh

Endsleigh Insurance is a British insurance intermediary based in Cheltenham, specialising in the student, education, graduate and sport markets. It is the preferred insurer for several unions and professional associations. Endsleigh was established in 1965 by National Union of Students.

They have an established Sports Team which provides innovative and competitive insurance solutions to a wide range of customers across the Sport and Leisure sector.

Working exclusively with several specialist insurers in the provision of sports insurance products, they have been able to provide the BAB with the required robust and competitively priced insurances that our affiliated associations, clubs and members expect.

For more information, please visit <u>https://www.endsleigh.co.uk/about-us/</u>

FCA Complaints Procedure

Providing an excellent customer service is important to Endsleigh and, in most cases, this is exactly what you will receive. However, just occasionally, something goes wrong and a customer, unfortunately, has cause to complain.

This can usually be best achieved by, in the first instance, contacting the BAB Insurance Liaison Officer and then Endsleigh Insurance. We will aim to resolve your complaint as soon as possible.

If an immediate solution cannot be achieved because further investigation is necessary, we will let you know straight away. We will always acknowledge receipt of your complaint within 5 working days and do everything we can to speedily resolve the problem. Should our investigation take longer than anticipated, which will only happen if the circumstances are particularly complex, we will explain why and we will make sure you are provided with regular updates.

We will not normally allow any complaint to be unresolved for more than 4 weeks, as we will always agree a course of action with you within this time. If at any time you are unhappy with the progress or outcome of our investigations, please do not hesitate to contact the BAB Insurance Liaison Officer.

If, at the end of the process you remain dissatisfied with the outcome, you have the right to take your complaint to the Financial Ombudsman service (FOS). They will consider your complaint totally impartially and Endsleigh Insurance Services Limited are bound by their decision. We hope, however, that your complaint will have been resolved much earlier and you will not find it necessary to take this action.

Further details can be found at <u>https://www.financial-ombudsman.org.uk/make-complaint</u>

FOS can be also be contacted by email or by calling 0300 123 9 123

Frequently Asked Questions!

Listed below are some of the questions that tend to regularly pop up.

Of course, if you have any queries that are not answered below then please contact the BAB Insurance Liaison Officer (contact details can be found on page 14).

- **Q**. I already have insurance for my Association do I have to take out the BAB's insurance?
- **A.** Associations and their membership cannot "opt out" of the BAB Insurances as it is a membership benefit.
- **Q.** This policy does not cover all our activities can the BAB policy be extended to cover them?
- A. The BAB arranges insurance with the intention of accommodating the generic needs of a BAB association. They are not authorised or regulated to arrange or advise on insurance matters.

The BAB are happy to accept requests to investigate additional benefits on top of that already offered by the BAB insurances. However, if we believe that the additional benefit(s) would not aid the majority of the BAB membership (e.g., due to costs or risk) then this may be declined.

Q. Who can teach Aikido?

A. Under the terms of our insurance policies, classes should only be taken by individuals with BAB CL1 (the minimum BAB coaching qualification).

The only caveat to this rule is that class can be taken by said "unqualified" individual as long as a member of the same association who is also a current BAB member and has a minimum BAB CL1 qualification is in attendance. If the club still wishes to train, then of course that is their prerogative, but all persons involved would have to practice at their own risk and in the knowledge that they may not be insured.

- **Q.** If my Association resigns from the BAB, are my instructors, students and clubs still covered?
- A. No. All cover hinges on the Association to which the club, instructor or student is registered being members of the BAB. Unless your members or clubs re-register with another BAB Association, their cover will be invalidated.
- **Q.** I own the property which is also the club venue. Do I still need the BAB venue cover?
- A. Yes, because the BAB venue insurance gives employee (volunteers/officers) third party liability cover as part of the BAB's total insurance package (i.e. an indemnity limit of £10m for any one occurrence).
- **Q.** Am I covered for hire of property or against damage to my own property?
- A. The liability insurance includes cover in respect of claims directly or indirectly due to damage to premises rented to you for which you would not be liable other than by the lease or other agreement in place. There is no cover in place if you own the venue/property (first party losses).

Q. Do I need venue insurance for each club?

A. The venue insurance covers the premises where the club/association <u>habitually</u> train. For example, it should not matter if you trained in room A or room B if it is at the same registered address. If the club/association were to habitually train at different premises, then separate insurance would be required for <u>each</u> venue.

If there is a change of venue address, then please inform the BAB as soon as is practical so that we can update our records and those of the insurers.

Q. Do I need venue insurance for a seminar?

A. Seminars held at different locations do not normally need separate venue insurances although it would be sensible to ensure that the venue address that you may be hiring for the seminar has suitable insurances in place.

In the unlikely event that the venue does not provide or have adequate insurances then please contact me for a workable solution. All other BAB insurances should provide the required indemnities to allow individuals to train.

Q. I sometimes teach Aikido abroad, will I be covered?

A. Yes, but only under the Personal Accident insurance (excluding USA and Canada). The terms and conditions of the BAB's professional indemnity insurances only provides cover with the UK.

We suggest that also take out appropriate travel insurance to provide cover for flight cancellations, emergency medical expenses etc.

- **Q.** We sometimes have visiting instructors from overseas. Can we arrange for them to be insured during the term of their stay?
- **A.** Yes. Please contact the BAB Insurance Liaison Officer to arrange this.

The visiting instructor can be covered under BAB's professional and civil liability insurances for the duration of their stay. We are unable to provide terms for personal accident as they must be UK resident to apply. If they don't already have personal accident insurance in place that covers them for practise in the UK, then we would recommend that they do so.

The public liability insurance should pay for sums that the Insured becomes legally liable to pay for compensation in respect of damage to third party property or injury or death to third party persons because of the administration, organisation and promotion of Aikido throughout the United Kingdom. This includes, but is not limited to, where a member, coach, official or other person registered and actively engaged in sporting and social activities is injured and takes legal action against a club, coach or association for personal injury. This cover is also extended to include member-tomember liability.

Q. I sometimes teach self-defence, am I covered?

- A. You are only covered to teach Aikido. If you teach Aikido as a form of self-defence, you will be covered.
- **Q.** When new students come to practice for one or two nights but then do not come back, are they covered for insurance if I have not processed association/club membership for them?
- A. The short answer is "No". That is, they will have no "member to member" third-party liability insurance, nor will they have any personal accident insurance if they are severely injured or worse. They could, however, still make a claim against the instructor, club, and/or association/BAB. Your registered club members could make a claim against the "uninsured" student but were the claim to be successful and the negligent party (i.e., the new student) had no other personal liability insurance then the likelihood of any monetary compensation could be negated.

The only considered 'safe position' is to ensure that all new students join from the first day of training.

- **Q.** Am I covered for third party and personal accident insurance if I am practising with a "non-BAB martial artist" at their Club or if they are visiting my Club?
- **A.** Your third-party liability cover and personal accident cover remain valid. Check that the 'non-BAB martial artist" has proof of insurance through their martial art. If they have their own insurance, then all should be well you are both covered. Where no insurance cover can be verified then the position is likely to be as described in the Q&A above.