

ASSOCIATION OF RUNNING CLUBS LIABILITY PROTECTION

Policyholder	Association of Running Clubs
Policy No.	KT586432
Cover Provided By	Zurich Insurance
Cover Period	1 st April 2010 – 1 st April 2011

The Civil Liability renewal is provided through Zurich Insurance

Entitled to Indemnity

- The Association, its Employees, Committee Members, Stewards & Volunteers
- Affiliated Clubs & Organisations
- Affiliated Members
- All Affiliated Coaches and Officials
- Associate member organisations, in respect of specific athletic event or events for which the organisation has affiliated to ARC

The policy only provides Indemnity to UK residents

Operative Time

Whilst participating in any authorised/recognised activity of the Association.

Declared Activities

- Any Authorised &/or Recognised Activity of the Association including Club training weeks in recognized destinations.

In addition, the policy is endorsed as follows:

‘Any competitor in an ARC arranged &/or organised event whether an ARC member or not would be covered for or in the event of their negligence under the ARC Policy providing they have paid an entry fee to participate in the event’

Temporary Traffic Management Systems

Cover is included in respect of Clubs, Race Directors, Qualified Club Volunteers and Non-Qualified Club Volunteers, working under supervision of Qualified Club Volunteers in respect of the management of road closures, diversions, warning signs etc following attendance at a Road Safety course under 12D Rural & Urban Roads T1/T2 Static Works.

Limits of Indemnity

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

Cover

- Civil Liability to pay damages in respect of claims made against the policyholder arising out of the conduct of the Business and notified to the company during the period of cover.
- Legal Liability for claimants associated costs and expenses.
- The Policy is written on a **claims made basis** which means that for the Policy to respond, a claim should be notified under the Policy in force at the time you first become aware a claim may be made against you.

The main features of the Policy (as defined by Perkins Slade) are:-

Public Liability	Accidental bodily injury to third parties and/or damage to third party property arising out of the Insured Activities Includes:- (a) member to member liability (b) advice provided in the course of business (c) indemnity to Principals (d) liability for damage to leased, hire, or borrowed premises
Products Liability	Accidental bodily injury to third parties and/or damage to third party property arising out of any goods sold or supplied by the Insured
Libel and Slander	Includes defamation, which is vital in relation to the consequences of allegations of abuse
Directors' & Officers' Protection	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 (subject to a policy inner limit of £1M per period in respect of Employment Practices) Retroactive date 1 st April 2007
Legal Defence Costs	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

Principal Exclusions

Civil Liability will not apply to:-

- The ownership, possession or use of any mechanically propelled vehicle, aircraft, or hovercraft
- Waterborne craft **other than**
 - Waterborne craft less than 3 metres in length and with a maximum speed under 7 knots
 - Hand propelled or sailing craft
 - Model craftThis exclusion will apply 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 pre-meditated action with an intent to cause injury.
- Injury to employees.
- Damage to own property/in custody or control.
- Asbestos related incidents.
- 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

- Infringement of Trademark/copyright.
- Pollution, unless sudden and accidental.
- The person accused of abuse/alleged to be the abuser.
- Incidents prior to the retroactive date.
- Incidents / claims known to you but not reported to Insurers.

A complete list of exclusions can be found in the policy wording.

Liability Claims Notification Requirements

Your Contract of Insurance does have certain conditions imposed, which may be summarised as follows:-

- You are required to give Insurers immediate written notice with full particulars of any claims or circumstances which may give rise to a claim, regardless of any excess that you have to bear under your policy cover.
- Every letter, claim, writ, summons and process in connection with such circumstances must be forwarded to Perkins Slade 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.

Strict timescales are now in place to direct the handling of claims, and if these are not adhered to it may mean Insurers will be obliged to admit liability and pay the claim.

Therefore it is important that:-

- An investigation of every incident should be carried out whilst those involved, including witnesses, still have a clear idea of the circumstances, and a written report should be produced;
- Every incident, particularly those involving personal injury, should be reported to us immediately it happens and we will advise you what to do next. Please ensure procedures are in place for all documentation to reach us as quickly as possible.

In order 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 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 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.

Since 31 December 2003 businesses must have an accident book which is compliant with data protection legislation. The book is available from HSE Books.

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 Incidents 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.

Insurers comments on Potential Abuse Claims

"It is a policy requirement that the insured declare all claims or incidents that may give rise to a claim.

This relates to incidents where there is a breach of the child protection policy, which when triggered, the police and social services are involved. As a notifiable incident this needs to be passed to insurers immediately.

Only formal allegations of abuse eg. allegations from the victim or triggered by a whistleblowing policy, which calls for a response and investigation by the police and social services. General suspicions or unsubstantiated allegations, which do not trigger the policy, clearly do not need to be reported.

Finally, all data held by RSA is protected under the terms of the Data Protection Act 1988 and it would be an offence to share any data externally without the insured's permission. Further there is a specialised claims unit that deals with abuse claims. All records are stored securely and access is restricted to the team only. There are no scans on the system of any names and this data is held securely in a paper file"