



## Civil Liability (Third Party Cover) April 2009 ARA Members Insurance Scheme (Members' Scheme)

### Civil Liability (Third Party) Cover

All individual registered members of the Association are covered under our Civil Liability protection scheme (third party) whilst taking part in any activity of the Association, whether organised or personal, recreational, competitive, training, or social, including travel to and from the activity. The cover is up to £5 million for any one event. (In the aggregate in respect of Products/Pollution/Directors & Officers/Abuse).

The ARA cover is only valid for UK residents defined in the standard way as resident in the country for more than six months in a year. Civil Liability protection is wider in scope than Public Liability, and the ARA's policy embraces worldwide cover for members. Relevant exclusions are motor vehicles, aircraft and power driven craft, other than those being used for coaching, umpiring or safety purposes.

### A summary of the liability cover

#### Civil Liability Protection

Cover is provided by Royal & Sun Alliance plc (RSA). RSA is authorised and regulated by the Financial Services Authority (the "FSA") and may effect and carry out contracts of insurance.

Policy number: RTT254762/RSACL001887.

Activities covered: The Amateur Rowing Association, affiliated Regattas and Processional Races, other Regattas compliant with ARA Rules and ARA Row Safe Code, individually approved by the ARA, ARA Rowing Councils, ARA individually registered members, individuals participating in indoor rowing (including coaches, officials, volunteers, etc) Coach Educators (Coach to Coach) see endorsement below.

Period of Cover: 1st April 2009 to 31st March 2010

#### 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 RSA within the period noted above. Cover includes public liability, professional indemnity, liability for damage to leased and rented premises, 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 RSA through Perkins Slade Ltd., at the time of incident.

#### Limit of Indemnity

£5,000,000 - any one event

£5,000,000 - any one period of cover for Products/ Pollution/ Directors & Officers

£2,500,000 – any one period of cover for Abuse

£ 250,000 - Legal Defence Costs

#### Principal Exclusions

Liability arising out of:

- Criminal Acts
- The ownership, possession or use of any mechanically propelled vehicle, aircraft, hovercraft or water-borne craft
- Product Guarantee or recall, repair or replacement
- In connection with damage to any data



- Medical malpractice
- Damage to own property
- Abuse in respect of the individual accused or alleged to have committed abuse or have permitted abuse
- Incidents prior to the retroactive date
- Incidents/claims known to you but not reported to Insurers

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

### Endorsement

The Professional Indemnity section of the policy cover for Coaches excludes the following:

- Coaches employed by their club
- All Coaches who provide coaching for more than 8 hours (paid) per week
- Full time self employed Coaches

### Excess Civil Liability Cover

<b>Limit of Indemnity:</b>	Provides £5,000,000 in excess of £5,000,000
<b>Insurer:</b>	Zurich Insurance
<b>Policy Number:</b>	150/2C02/FF629274/4

The above is intended to be a summary only; a full copy of the policy wording is available on request from Perkins Slade Ltd.

### 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. A copy of Perkins Slade Incident Notification Guidelines is available to download from the ARA website. 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.**

### Important Notes

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 is made against you.

The Policy states that no admission, offer, promise or indemnity must be made by the insured in the event of a claim.

It is important to report every incident to Perkins Slade Ltd. and to maintain an accident record book. (Ensure that it is compliant with Data Protection Legislation).

Please advise whether you are aware of any other incidents that may give rise to a claim.

The following are covered by the ARA Members' Scheme:

- ARA Individually registered members, in whatever capacity, as athlete, coach, umpire, volunteer, provided the activity is organised under the auspices of the ARA, i.e. an ARA affiliated club, ARA affiliated event, an ARA region or national committee
- ARA Regional Rowing Councils, ARA National Committees including activities organised by them
- ARA Events that are affiliated members of the ARA and included on the Calendar of Events approved annually by the ARA Council\*.
- Competitions organised by other Rowing Associations that are approved annually by individual agreement with the ARA .



\*ARA affiliated events are all covered through the Members' Scheme. However clubs need to ensure that non-calendar events are covered through their club insurance, or for those not organised by a club, individual cover for that event needs to be in place.

## Coaches

Currently, although the ARA recommends that all coaches should be qualified, the cover is extended to non-qualified coaches who are individual registered members of the ARA. The insurance includes professional indemnity and 'bad advice'.

ARA individually registered members are covered for all activity carried out under the auspices or 'umbrella' of the ARA, for example;

- an ARA affiliated club
- an ARA affiliated competition
- an ARA region or committee
- ARA Junior Sculling Camp

Where the coach is working outside this environment, e.g. an unaffiliated rowing club, a school not connected to an ARA club/school link scheme, a commercial organisation or Trust, the responsibility for insurance lies with that operator.

## ARA Affiliated Events

ARA affiliated events are all protected through the Members' Scheme, however clubs need to ensure that non-calendar events are covered through their club insurance, or for those not organised by a club, individual insurance for that event needs to be taken out by the event organisers.

## ARA Affiliated Clubs

'Row Safe: a guide to good practice in rowing' requires clubs to have their own third party liability insurance to cover the club and its committee and their collective liability.

## Umpires

Covers the activities of ARA qualified umpires in ARA approved competitions. Umpires who officiate at competitions organised by clubs or other organisations should check that there is appropriate insurance in place to cover them.

## Volunteers

Covers Individual members who take on particular roles as volunteers, e.g. Water Safety Advisers, Club Welfare Officers.

## The following are not covered by The ARA Members' Protection Scheme

- ARA affiliated clubs and their committees\*.
- Individually registered member participating in events or training not organised by an ARA affiliated club, ARA affiliated competition, ARA region or ARA national committee.

\* Row Safe requires clubs to take out their own liability scheme to cover the collective liability of the club and its committee. Clubs should read their policy carefully and ensure that they go to a reliable and respected insurer in liability cover.