

1.5 Insurance

Is your activity covered?

Responsibilities

Personal

- Ensure you are covered for your rowing activities. ARA members should check that the cover provided by the ARA's insurance scheme is appropriate for your activity. Details on the ARA website

Club

- Ensure that the insurance cover held covers all your activities; the committee, members, the general public and other water users

Coach

- Ensure you are covered for your role either as a volunteer or professionally. ARA members should check that the cover provided by the ARA's insurance scheme is appropriate for your activity

Club Water Safety Adviser

- Ensure you are covered for your role if not an ARA member

Regional Water Safety Adviser

- Ensure you are covered for your role if not an ARA member

Competition Organisers

- Ensure you are covered for all non ARA competitions

Definitions

Third Party – the injured person

Second Party – the insured

First Party – the insurer

Public Liability Insurance – sometimes referred to as Third Party Insurance, covers the insured for claims made against them.

Civil Liability Insurance – includes Public Liability but is wider in cover to include matters such as libel, slander, errors and omissions, bad advice.

Indemnity Limit – is the maximum that the policy will pay out to a third party. If the cost is greater than the indemnity limit, the policy will only pay up to the limit without deduction. A property policy will have a proportionate amount deducted if it is under insured.

“Member to Member” Insurance – is invariably an extension of Public Liability Insurance and not a standalone cover. “Member to Member” only relates to members of the same club and as such, a member of a visiting club would be deemed a third party. However, the reason for “Member to Member” is that a person cannot sue themselves as such and as a club, being the insured and the sum of its members, they cannot therefore sue themselves. “Member to Member” removes that defence of the insurers and gives the cover, treating each member of the same club as individually insured.



Ensure
you are
insured

The ARA Civil Liability Competitions Scheme – this cover extends to all Regattas and Processional Races affiliated to the ARA and to Coastal Rowing Associations that have applied individually to the ARA and have been accepted as participants in the scheme. The cover provided indemnifies the insured for Third Party claims for all activities connected with organising and running the competition. It is for liability only.

The ARA Registered Members Civil Liability Insurance Scheme – ARA individually registered members are covered, in whatever capacity, as athlete, coach, umpire, volunteer, in the event of a claim for damages against them being successful. This is provided the activities are carried out under the auspices or umbrella of the ARA, ie an ARA affiliated club, or competition, an ARA region or national committee, a school that is part of an ARA scheme like Project Oarsome. Please note that the legal costs of defending a member in the event of an accusation being made are not covered.

Note – For anyone working outside the ARA environment eg an unaffiliated rowing club, a school not connected to an ARA scheme, a commercial organisation or Trust, the responsibility lies with that operator. Individuals who gain their employment from rowing coaching are not covered.

The ARA Registered Members Personal Accident Insurance – All individual ARA members, except those over 75 years of age are covered for accidents whilst taking part in rowing associated activities as described above. This is limited to death, permanent and total disablement or permanent and total loss of use of eye(s), limb(s) speech or hearing (both ears).

1.5 Insurance

Minimum standards to be adopted

- All clubs must ensure they have adequate Public Liability Insurance cover including “Member to Member” extension
- Clubs must read their policies carefully and ensure they go to a reliable and respected insurer in liability insurance
- When arranging insurance, clubs must ensure all their activities and business are declared on the policy schedule. This may include such things as corporate days, a canoe section or section racing under a different name, letting out the premises for functions, running an open day or competition, etc. The test on any point of cover is “Has a premium been paid on the activity or situation?” A situation may include parents who are non-members acting as helpers, but taking it upon themselves to act outside the direct control of a coach for example
- Clubs must ensure that if they are running non “ARA Calendar” competitions, they are covered through their club insurance
- Competitions not organised by a club must have individual insurance for that competition
- Where a claim is likely to be made against a club or individual, they must inform the insurers, or the ARA, if under one of its schemes, immediately and certainly within seven days of the incident
- A club employing a coach who has set him/herself up as a “commercial venture” must ensure that the coach has insurance for that purpose if he/she is not employed and covered by his/her employer’s insurance. The ARA member insurance will not provide this cover

- Non rowing club organisations that provide rowing tuition and courses must take out insurance for themselves and their staff

Further good practice

(In addition to minimum standards to be adopted)

- Where an incident occurs initial preparation of the report should be completed as soon as possible with as much contemporaneous evidence and witness statements as possible. Please ensure these are clearly written or preferably typed, with the name of the person, and if relevant their role, and sent to the Regional Water Safety Adviser and to the ARA
- As with all insurance, you should not admit liability following an accident

Further information

ARA website

- [Membership Benefits](#)

