

Summary of Insurances 2011

Retroactive Date: 1st January 1985

Activities: All activities recognised / authorised by the British Judo Association including but not limited to club administration, training, grading, competitions, Judo Fit, Gymnastics for Judo, Judo for self defence, club social events as authorised by the BJA

CIVIL LIABILITY INSURANCE

The policy is provided by Royal & Sun Alliance Insurance plc (RSA)

Cover

This policy 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. The policy 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 insurance for Products/ Pollution/ Directors' & Officers'
£2,500,000 any one period of insurance for Abuse
£ 250,000 Legal Defence Costs

Principal Exclusions

Liability arising out of:

- [i] Criminal Acts
- [ii] The ownership, possession or use of any mechanically propelled vehicle, aircraft, hovercraft or water-borne craft
- [iii] Product Guarantee or recall, repair or replacement
- [iv] In connection with damage to any data
- [v] Medical malpractice
- [vi] Damage to own property
- [vii] Abuse in respect of the individual accused or alleged to have committed abuse or have permitted abuse

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

Excess: NIL

EXCESS LEGAL LIABILITY

Insurer Brit Insurance Ltd

Limit of Indemnity £5,000,000 in excess of the underlying Public Liability, Professional Indemnity & Directors & Officers
(Abuse cover is not included within this policy)

PERSONAL ACCIDENT

Insurer Royal & Sun Alliance plc

Insured are all affiliated members of the British Judo Association, Welsh Judo, Judo Scotland and Northern Ireland Judo Federation between the ages of 5 and 80

Benefits

Death	£5,000
Loss of Eye[s], Limb[s], hearing	£50,000
Permanent Total Disability from gainful employment of any and every kind	£50,000
Hospitalisation (per full 24hrs)	£25 per day, up to 52 weeks
Convalescence (should a stay in hospital as an inpatient exceed 7 days)	£100
Emergency Dental Expenses	£750
Broken Bones -	
Am (arm bones are the humerus, radius, ulna, carpus, collarbone-clavicle)	£200
Leg (leg bones are the femur, tibia, fibula, tarsus)	£300

Excess £50 in respect of Emergency Dental Expenses

The benefits are payable if during the period of Insurance, the Insured Person suffers accidental bodily injury resulting directly and independently of any other cause within 2 years in death, loss or disablement

CLUB ASSETS

Insurer Royal & Sun Alliance plc

Insured are all affiliated Clubs of The British Judo Association, Welsh Judo Association, Judo Scotland and Northern Ireland Judo Federation **who have registered their inventory with The British Judo Association**

This is an All Risks cover for up to £5,500 where a Club is either the owner of, or legally responsible for, judo mats, scoring equipment and trophies.

Cover is Anywhere in the UK

Exclusions

- Theft from unattended vehicles
- Theft unless by forcible and/or violent means
- Breakage whilst in use
- Theft of trophies by holder and failure to return

The above is intended to be a summary only of cover, full copies of the policy wordings are available on request. For any queries concerning the details above, please contact Perkins Slade Ltd on 0121 698 8052, who are the British Judo's Insurance Brokers.

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. Incident Notification Guidelines are attached to this document to assist you. Please contact the Corporate Director at BJA Head Office 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.

Insurers and Providers are:

Perkins Slade Ltd (no 969374) is registered at 3, Broadway, Broad Street, Birmingham B15 1BQ
Royal Sun Alliance (no 93792) is registered at St Marks Court, Chart Way, Horsham, West Sussex, RH12 1XL
Brit Insurance Ltd (no 02763688) is registered in England and Wales at 55 Bishopsgate, London EC2N 3AS
Perkins Slade Ltd, Brit Insurance Ltd and Royal Sun Alliance plc are authorised and regulated by the Financial Services Authority

All Complaints should be referred to Perkins Slade Ltd.

INCIDENT NOTIFICATION GUIDELINES

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

In order to achieve this, we 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 any third parties will not necessarily be reimbursed.

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"

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.

Current legislation does not specify the format of an accident register but the Accident Book BI 510 obtainable from HMSO is frequently used and is approved by the Information Commissioner for D&A Compliance.

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 INCIDENT 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.