



SWIM WALES

2023-24 Overview of Club Insurance

COMBINED LIABILITY INSURANCE

Primary Liability Hiscox Insurance Company Ltd
 Excess of Loss – Directors and Officers - Rising Edge Ltd
 Excess of Loss Liability - Zurich

Swim Wales, in conjunction with their Insurance Brokers, Howden, have arranged the following access to insurances for all their affiliated Clubs and Members, including volunteers and extends to:

- Club activities, including training for and competitive swimming (including open water swimming), artistic swimming, diving, water polo, as well as social, fund raising and administrative activities.
- A club which borrows, rents or leases a premises for sporting and social activities is held liable for any damage to the facility

This is a unique policy developed specifically for Sports Governing Bodies and their affiliated clubs and members.

The main features of the policies are:

Public Liability	Legal liability for accidental bodily injury to third parties and/or damage to third party property arising out of the insured activities of Swim Wales, its affiliated clubs or members
Products Liability	Legal liability for accidental bodily injury to third parties and/or damage to third party property arising out of any goods sold, supplied, distributed or maintained by Swim Wales, its affiliated clubs or members
Professional Indemnity	Legal liability for financial loss arising from negligence or breach of a duty of care by those within Swim Wales and its affiliated clubs who provide advice instruction or coaching
Management Liability Directors & Officer	Personal legal liability arising from a claim against an individual insured person (partner, trustee, committee member, director or officer) for an insured wrongful act (e.g. breach of duty / trust)
Management Liability Corporate Legal Liability	Legal Liability arising from a claim against an insured organisation for an insured wrongful act
Defamation Libel & Slander	Legal liability for claims brought against an insured person in relation to a spoken or written expression which is deemed to harm the reputation of an individual and proven to be false
Abuse extension	Protection for damages awarded against the organisation/club for bodily injury directly or indirectly caused by abuse or molestation, assault, harassment, mistreatment or maltreatment
Employers' Liability	Legal liability for damages & legal costs arising out of death or any bodily or mental injury or disease caused to employees in the course of their employment by Swim Wales and/or its affiliated clubs. (Volunteers can also be considered Employees in some circumstances within employment law)

IMPORTANT

The Public/Products, Abuse Extension, Professional Indemnity and the Management Liability Sections of the policy are written on a "Claims Made" basis.

It is essential that any claims or circumstances that might give rise to a claim are notified during the policy period in accordance with the terms of the policy wording otherwise the right for indemnity under this insurance will be forfeited.

This means that, irrespective of when an 'incident' occurred, it is the policy in force at the time of the claim being made which will respond. Subject to a retroactive date 1985.

The cover also provides 'run off' protection for those who retire or cease to participate in sport [in whatever capacity] but who subsequently face legal action.

Risk Assessments: It is essential that your club undertake and record appropriate risk assessments and risk management for all your club activities. These will be called upon for evidence in the event of a claim.

Where Risk Management procedures are identified they must be communicated to all relevant persons/members so that procedures can be adhered and delivery of and participation in the activity is safely managed. For Example, this has been highlighted with COVID risk assessments and the need for appropriate Hygiene, social distancing etc. Making those participating in the activity aware of the procedures/rules in place and that they need to be adhered to by all those delivering and participating to manage and mitigate the risks.

When planning an activity it is essential you check that it is recognised and approved by Swim Wales. Please be aware there is no cover for the use of dry-side inflatables, and use of trampolines is only recognised for training activities in respect of diving disciplines.

Limits of Indemnity

Public & Products Liability	£20 million	any one event (any one period costs inclusive for Products / Pollution)
Professional Indemnity	£20 million	any one event
Abuse	£20 million	any one period (costs inclusive)
Management Liability (Directors & Officers)	£20 million	any one period (costs inclusive) (Additional Defence Costs £250,000)
Management Liability (Corporate Legal Liability)	£5 million	any one period (costs inclusive - subject to £2,500 Excess) (Pollution £100,000 for defence costs)
Employers Liability	£10 million	any one event (Terrorism restricted to £5,000,000 any one period)

Rising Edge Ltd follow the £5m primary Hiscox limit of the Corporate Legal Liability section only
 Rising Edge Ltd do not follow any inner limits in the Hiscox primary policy.
 Zurich follow the £10m primary Hiscox limits with the exception of the Corporate Legal Liability and Employers Liability Sections.
 Zurich do not follow any inner limits in the Hiscox primary policy.

<p>Principal Extensions</p> <ul style="list-style-type: none"> • Member to member liability. • Worldwide cover for temporary visits overseas • Liability for damage to leased or rented premises • Indemnity to any Principal to a contract or agreement. (eg. a landowner where an event is held) • Indemnity to voluntary helpers of Swims Wales and/or its affiliated clubs • Cyber Incidents or Attacks 	<p>Principal Exclusions</p> <ul style="list-style-type: none"> • Criminal Acts • 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 • Loss or damage to own property • The person accused of abuse alleged to be the abuser or permitted the abuse to occur • Cyber Losses or Cyber attack • Communicable Disease claims which exceed the £10,000,000 primary Hiscox limit. Zurich have applied a Communicable Disease exclusion to their Excess of Loss policy with effect from 1 April 2021. • Incidents prior to the retroactive date of 01 January 1985 (or date of last continuous membership whichever is later) • Incidents / claims known to you but not reported to Insurers.
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USA/Canada

It is standard for a UK insurer [your insurer is no exception] to limit their cover for USA/Canada related risks, mainly due to the highly litigious society and the level of damages awarded. Therefore, please check with Swim Wales/Howden before embarking on a visit to USA/Canada. All clubs/members travelling to any country outside the UK must approach Swim Wales to submit a permit to travel.

Travelling Outside the UK

If travelling outside the UK you will also need to purchase additional Travel Insurance for access to emergency medical expenses/repatriation, cancellation/curtailment costs, money, loss of passport etc. When purchasing any Travel Insurance you must ensure that the coverage also recognises participating in the relevant aquatic activity and competition. Don't forget to ensure your European Health Insurance Card (EHIC) cards are up to date too if travelling within Europe and ensure that you monitor any changes as a result of BREXIT. We recommend that you check with the Foreign Office before you travel.

PERSONAL ACCIDENT INSURANCE – Royal and Sun Alliance (RSA)

If an affiliated member of Swim Wales has an accident whilst participating in the recognised aquatic activities, which leads to death, loss or disablement, the following benefits will be payable:

	BENEFIT DESCRIPTION	BENEFIT AMOUNT	Scale of Benefits
1	Death	£5,000	Permanent Partial Disablement
2	Loss of two or more limbs or eyes or one of each	£30,000	The percentage shown below shall be applied to the Limit per Person under Benefit 3
3	Loss of one limb or one eye	£30,000	
	Permanent & total loss of speech	£30,000	Loss by permanent physical severance or permanent and total loss of use of
	Permanent & total loss of hearing	£30,000 £7,500	<ul style="list-style-type: none"> • one big toe 15% • any other toe 6% • one thumb 30% • one forefinger 20% • any other finger 10%
	<ul style="list-style-type: none"> i) In both ears ii) In one ear 		Permanent total loss of use of
4	Permanent Total Disablement from gainful employment for which the Insured is fitted by way of training education or experience	£30,000	<ul style="list-style-type: none"> • shoulder or elbow 25% • wrist hip knee or ankle 22% • a foot below the level of the ankle (talo-tibial joint) 50% • the back or spine below the neck with no damage to the spinal cord 40% • the neck or cervical spine with no damage to the spinal cord 30%
5	Temporary Total Disablement from the Insured Person's Regular Gainful Employment (payable for a maximum 104 weeks with a 14 day excess)	£75 per week	<ul style="list-style-type: none"> • Removal by surgical operation of lower jaw 30% <p>For forms of permanent disablement not specified the degree of disability will be assessed by comparison with the percentages shown in the scale without taking into account the Insured Person's occupation The appropriate percentage shall be applied to the amount for Benefit 3 shown in the Schedule or to the Limit per Person under Benefit 3 whichever is the lesser</p>

- Benefit 5 is not payable to persons under 16 years of age.
- In respect of members aged 70 to 85 years of age benefits 1, 2 and 3 only apply.
- Cover applies until the expiry of the Period of Insurance in which the Insured Person attains the age of 85 years.

Special Extensions

Accidental Medical Expenses	Up to £2,500 any one Insured Person
Bereavement Counselling	Up to £250 per week to a maximum of £5,000
Coma Benefit	£50 per full 24 hours up to a maximum of 104 weeks any one Insured Person
Convalescence	£200 per Insured Person reduced to £100 if Insured Person is aged 70 years of age and over
Counselling	Up to £250 per week up to a maximum £5,000 any one Insured Person
Dental Expenses	Up to £250 any one Insured Person for any one Accident reduced by 50% for those aged 70 years of age and over. Subject to £50 excess each & every loss
Dependents benefit	Additional 5% per Child up to a maximum 25% of Benefit 1 subject to a minimum £5,000
Funeral Expenses	Up to a maximum £5,000 any one Insured Person
Hospitalisation	£50 per full 24 hours up to a maximum of 104 weeks any one Insured Person
Paralysis	
A total loss of use of all four limbs bladder and rectum	£30,000
B total loss of use of two legs bladder and rectum	£15,000

Maximum Incident Limit is £25 million subject to the following inner limits:

Multi-engined Aircraft	£1 million	Any other aircraft	£250,000
War	£5 million	Terrorism other than by Nuclear Chemical or Biological Cause	£5 million

Principal Exclusions

Bodily Injury arising out of:

- Flying (other than as a passenger),
- Committing or attempting to commit suicide
- Driving a motor vehicle while over the legal limit
- War or terrorism

Bodily Injury as a result of or contributed to by:

- Drugs unless taken on proper medical advice and is not for the treatment of drug addiction
- Undertaking the Insured Sport against medical advice
- Illness or disease
- Post-traumatic stress disorder or any psychological or psychiatric condition
- Repetitive stress (strain) injury or syndrome or any other injury which develops over a period of time

LEGAL ADVICE/EXPENSES - DAS Legal Expenses Insurance Company Ltd

Operative Covers

Employment Disputes and Compensation Awards	Counselling
Legal Defence including Motor Defence	Tax Advice
Property Protection	DASBusinesslaw
Commercial Legal Advice	Business Legal Services
Tax Protection	Business Legal Healthcheck
Redundancy Approval	Personal Injury

Limit of Indemnity

£250,000 (Employment Disputes Compensation Awards aggregate limit £2,500,000 any one period)

Reasonable Prospects

(a) For civil cases (other than insured incidents **Employment disputes and compensation awards 1-5** and **Legal defence**) the prospects that the **insured person** will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that **we** have agreed to, including an enforcement of judgment) or make a successful defence, must be at least 51%.

A **preferred law firm** or **tax consultancy** on **our** behalf, will assess whether there are **reasonable prospects**.

(b) For criminal cases there is no requirement for there to be prospects of a successful outcome.

(c) For all civil and criminal appeals the prospects of a successful outcome must be at least 51%.

Main exceptions

1. Fine or other penalties, debt recovery, contract disputes or **any Club with excess of £50,000 wage roll (unless notified to and accepted by the insurer)**.
2. Incidents not referred to DAS before action. It is important to involve DAS as soon as you are aware a dispute may occur.

Principal Exclusions

<ul style="list-style-type: none"> • Court Awards and fines (other than compensation awarded under Employment disputes and compensation awards and Legal Defence sections of cover). 	<ul style="list-style-type: none"> • Late claims – claims reported more than 180 after the date an insured person should have known about the insured incident.
<ul style="list-style-type: none"> • Intellectual property rights 	<ul style="list-style-type: none"> • Nuclear, war and terrorism risks
<ul style="list-style-type: none"> • Deliberately intending to cause a claim under this policy 	<ul style="list-style-type: none"> • Bankruptcy
<ul style="list-style-type: none"> • Franchise or agency agreements 	<ul style="list-style-type: none"> • Defamation
<ul style="list-style-type: none"> • Disputes with DAS and/or Dispute with Master Policyholder. 	<ul style="list-style-type: none"> • Judicial review, coroner’s inquest or fatal accident inquiry
<ul style="list-style-type: none"> • Shareholder or partnership disputes 	<ul style="list-style-type: none"> • Litigant in person

If you require cover for Contract Disputes e.g. if you have coaches or teachers appointed under a contract for services, a separate legal expenses policy will be required please contact Howden for a Quotation

Contacts

Legal Advice Helpline:	0330 100 7901	You will need to quote your policy number to access these services
Tax Advice Helpline:		
Redundancy Approval Service:		
Claims Reporting:		
Counselling Helpline:	0344 893 9012	

Business Legal Healthcheck

Visit <http://www.das.co.uk/bls> to help make sure you have the right policies, procedures and documents in place to protect the club, its assets and reputation

Access to On-Line DAS Business Law

Businesslaw is the legal information and document preparation website for businesses. You will find expert advice and Valuable document building tools to help you run your company and resolve tricky legal issues.

Visit www.dasbusinesslaw.co.uk.

There is no specific password to enter for users to access the service. The registration form can simply be completed with the following minimum information requirements:

Visit www.dasbusinesslaw.co.uk for online legal information and document drafting:

- enter **DASBRES100** into the 'voucher code' text box and press **Validate Voucher**;
- fill out **your** name and email address, create a password, and specify what type of **business you** have;
- validate **your** email address by pressing the link in the confirmation email that **you** receive

IMPORTANT NOTE :

It is essential that you involve and refer to the Legal Helpline/Claims line as soon as you are aware a dispute may occur before you act, as incidents not referred may not be considered under the policy.

This policy is limited to clubs who have a wageroll not exceeding £50,000. If your club wageroll exceeds this we would ask you to please contact Howden to provide your club name and total wage roll.

CLAIMS

In the event of a claim:

Liability and Personal Accident

Claims should be reported to **Howden Claims Team on 0121 698 8000**. The claims team will discuss the details of the circumstances with you and advise you how next to proceed. You will be expected to complete an Incident Notification Form and/or a claim form depending on the claim circumstances.

Liability

You must report every claim and any incident that is likely to give rise to a claim in the future at the time you are made aware of it.

Liability Incident Notification Guidelines are provided with the club confirmation of insurance summary and also attached, to assist you. Do not admit liability; do not make an offer or promise to pay.

Legal Expenses

If your issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim phone **DAS on 0330 100 7901** and you will be given a reference number. At this point DAS will not be able to tell you whether the claim is covered or not but will pass the information you have provided to the claims handling teams and explain what to do next.

For all other claims please contact the Howden Claims Team on 0121 698 8000 and complete the necessary report/claim form as soon as possible to avoid prejudicing your claim.

The above is intended to be a summary of the cover provided within your membership. Full terms, conditions and exclusions are provided in the policy documents available on request from Swim Wales.

ADDITIONAL INSURANCE

If you need any additional insurances, please discuss your insurance needs with Howden our Insurance Broker 0121 698 8000.

Examples of additional insurances you may need to consider include

- Travel Insurance – Emergency Medical, Loss of Baggage, Loss of Travel Docs or Money
- Cyber Insurance – e.g. loss of Data, cyber attack
- Property, Assets fixed or portable, Business Interruption, & Money
- Legal Expenses – Contract Disputes
- Event Cancellation or Abandonment

LIABILITY 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 or circumstances which trigger your Safeguarding Procedures
- Any circumstance involving damage to third party property
- All incidents connected with the activity of diving

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 Howden 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.

INCIDENT RECORDING GUIDELINES

We would recommend that a designated person within your organisation is made responsible to record any reportable accident/incident. Records must be kept for at least 6 years, and significantly longer where the incident involves a minor as they have up to the age of 18 plus 3 years to make a claim. 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 INCIDENTS TO HEALTH & SAFETY EXECUTIVE

You may also have obligations under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 2013.

For further information go to <http://www.hse.gov.uk/riddor/index> and to obtain a copy of the leaflet "Reporting accidents and injuries at work" go to <http://www.hse.gov.uk/pubns>