

# AMATEUR SWIMMING ASSOCIATION

## Summary of Cover 2011-12

### ALL AFFILIATED SWIMMING CLUBS

NAME OF CLUB: Hythe Aqua

AFFILIATION NUMBER: HYTS

It is hereby certified that, by virtue of affiliation to the Amateur Swimming Association, the above name Club is covered for the following cover as hereinafter defined, whilst participating in any activity recognised and/or authorised by the Association anywhere in the world. Cover is for UK residents only.

**Period of Cover:** For 12 months from your affiliation date to the ASA. This scheme has been renewed by the Amateur Swimming Association on 1<sup>st</sup> April 2011 and is annually renewable thereafter.

#### CIVIL & EMPLOYERS LIABILITY - POLICY NO. RTT254765 & F10069635A

Indemnity will be provided to all ASA affiliated Clubs, including all Officers, Staff, Coaches, Teachers, Members and Voluntary Helpers. The interest of Principals such as Pool or Leisure Centre Proprietors, Event Sponsors and the like is included in this cover.

**Cover 1. Civil Liability** - Cover is provided by Royal & Sun Alliance Insurance plc and Brit Insurance Holdings plc

This covers legal liability for damages and legal costs arising out of Third Party loss injury or damage, in connection with the approved activities of the ASA and notified to the insurers within the period of insurance. This includes Public Liability, Professional Indemnity, Directors and Officers insurance, damage to leased and rented premises, member to member liability 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 a claim is made, not when the incident occurred. All incidents which may give rise to a claim in the future should be notified to the insurers through Perkins Slade Ltd, at the time of the incident.

**2. Employers' Liability** - Cover is provided by Royal and Sun Alliance Insurance plc (RSA)

Legal Liability to pay damages and Court costs for injury to employees. **N.B.** A separate certificate needs to be displayed in the work place by law if you have employees. The ASA will issue a Royal & Sun Alliance Employers Liability Certificate to you.

**Limits of Indemnity**

1.	£20,000,000
2.	£10,000,000 Employers Liability but limited to £5,000,000 in respect of Terrorism

The limit of indemnity in respect of item 1 applies to any one event, except in relation to goods sold or supplied (Products), Pollution, Directors & Officers and Abuse/Child Protection claims where the limit applies in the aggregate to all events occurring during any one period of insurance. Directors and Officers and Abuse/Child Protection claims are costs inclusive.

The primary £10,000,000 limit of indemnity in respect of item 1 is provided by Royal & Sun Alliance Insurance plc. The £10,000,000 in excess of the primary £10,000,000 is provided by Brit Insurance Holdings plc.

**Principal Exclusions**

- Criminal Acts of the Insured
- Loss of or damage to your own property
- The ownership, possession or use of vehicle, aircraft, hovercraft or waterborne craft
- Product Guarantee or recall, repair or replacement
- Medical Malpractice
- 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

**PERSONAL ACCIDENT INSURANCE - POLICY NO. PA00021224**

**Insurer:-** Royal & Sun Alliance Insurance plc

The insured persons are all bona fide members of affiliated Clubs.

**Cover** Applies if an insured person suffers accidental bodily injury which, within two years, is the sole cause of death, disablement or incurring of medical expenses in accordance with the terms and conditions of the Policy

<b>Benefits</b>	1.	Death	£ 2,000
	2.	Loss of two or more Limbs or both eyes or one of each	£30,000
	3a).	Loss of one limb or eye	£30,000
	3b).	Permanent and total loss of speech	£30,000
	3c).	Permanent and total loss of hearing in both ears	£30,000
	4.	Permanent Total Disablement from gainful employment or gainful occupation for which the Insured Person is fitted for by education, training or knowledge	£30,000
	5.	Medical expenses necessarily incurred in the treatment of the Insured Person	£ 100

In respect of any Insured Person 70-75, cover is restricted to benefits 1, 2, 3 and 5 only. In respect of any Insured Person aged 76-80, cover is restricted to benefit 1 only. There is no cover for persons aged over 80

Aircraft accumulation limit £1,000,000 in the case of multi-engined aircraft  
£ 250,000 in the case of all other aircraft

**Main exceptions** Flying, other than as a passenger; Illness, Disease & HIV; Suicide; War Risks or the Insured Person undertaking sport against medical advice

**LEGAL EXPENSES INSURANCE - POLICY NO. TT8/3720449**

**Insurer :-** DAS

Insured are all affiliated Clubs of the Association

<b>Cover</b>	1.	Employment Disputes and Compensation Awards
	2.	Legal Defence Cover
	3.	Property Protection Cover
	4.	Tax Protection
	5.	Bodily Injury

Cover includes fees and expenses of solicitors, barristers and expert witnesses, together with Court costs and opponents costs if they are awarded against a Club in a civil case

**Limit of Indemnity** £50,000 per claim

**Extension** The Policy also includes a 24 hour Legal Advice helpline which provides free confidential advice on any matters affecting the Club

**Main exceptions** Fine or other penalties, debt recovery, contract disputes or any Club with excess of £50,000 wageroll

The above is intended to be only a summary of cover and 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 8050, who are the ASA'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 Perkins Slade Ltd claims 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.

# INCIDENT NOTIFICATION GUIDELINES

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**This information sheet tells you when you should report an incident/accident to your insurance brokers Perkins Slade Ltd.  
[Do not send accident report books]**

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 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 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 any third parties will not necessarily be re-imbursed.**

## **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.

From 31<sup>st</sup> December 2003 it is a requirement to use a new style accident book, that is compliant with data protection legislation. It is available from HSE books. It also contains information of first aid and guidance on how to prevent accidents occurring in the first place.

*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](http://www.hse.gov.uk).



## CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE (a)

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 (the Regulations), one or more copies of this certificate must be displayed at each place of business at which the policy holder employs persons covered by the policy)

Policy No                   RTT254333/ASA  
Reference No               AMATSWIM527

1. Name of policy holder.           Hythe Aqua
  
2. Date of commencement of insurance policy.           01st April 2011
  
3. Date of expiry of insurance policy.                   31<sup>st</sup> March 2012

We hereby certify that subject to paragraph 2:-

1. the policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Alderney (b); and
2. (a) the minimum amount of cover provided by this policy is no less than £5 million (c).

Signed on behalf of Royal & Sun Alliance Insurance plc (Authorised Insurer)

A P Brown  
UK Chief Executive,  
Royal & Sun Alliance Insurance plc

### Notes

- (a) Where the employer is a company to which regulation 3(2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.
- (b) Specify applicable law as provided for in regulation 4(6) of the Regulations.
- (c) See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.  
paragraph 2(b) does not apply and is deleted.

THIS IS YOUR CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE.

A copy of the certificate must be displayed at all places where you employ persons covered by the policy.

**THE EMPLOYERS' LIABILITY (COMPULSORY INSURANCE) (AMENDMENT) REGULATIONS 2008** permits the display of this certificate in an electronic form, provided persons covered by this policy have reasonable access to it.

The employer is strongly encouraged to retain all records related to this insurance.