



## Summary of Liability & Personal Accident Cover

|                              |   |
|------------------------------|---|
| <b>Insured:</b>              | Scottish Rowing Ltd and Scottish Rowing Centre Ltd  |
| <b>Period of Cover:</b>      | 01 April 2022 to 31 March 2023  |
| <b>Retroactive Date:</b>     | 01 January 1985 or date of last continuous membership (whichever is later)  |
| <b>Business:</b>             | National Governing Body for Rowing in Scotland  |
| <b>Activities:</b>           | <p>National Governing body for rowing in Scotland, recognised and approved activities include any rowing training and competition (including indoor training &amp; gym) training and/or competition activity recognised and approved by Scottish Rowing including personal, recreational rowing training, competitive rowing including travel to/from the activity. Indoor rowing tank facility and supervised gym area.</p> <p>Social, fund-raising and administrative activities are also included.</p> <p>Cover excludes any form of road racing, road time trials, triathlon, cyclo-cross, mountain biking, downhill, cross-country, trail riding, endure, BMX and/or any non-Scottish Rowing organised competition and/or events and /or any group road cycling or personal/non- rowing activity</p> |
| <b>Regattas</b>              | <p>Scottish Rowing Spring Regatta, Scottish Championships, Scottish Indoor Rowing Championships, Scottish Rowing Winter Challenge</p> <p>This policy does not cover any affiliated Scottish Rowing Clubs own organised and run regattas and /or professional races and /or head races</p>   |
| <b>Entitled to indemnity</b> | Scottish Rowing Ltd, Scottish Rowing Centre Ltd, Scottish Rowing councils including employees, officers and officials, committees, committee members and volunteers, Scottish Rowing individually registered members, including officials, volunteers whether members or not and/or coach educators (coach to coach) coaches who are individually registered members of Scottish Rowing, policy only provides indemnity to UK residents.  |

### COMBINED LIABILITY

|                      |                          |
|----------------------|--------------------------|
| <b>Policy Number</b> | HU P161957956            |
| <b>Insurer</b>       | Hiscox Insurance Company |

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 Howden within the period noted above. Cover includes public liability, professional indemnity, liability for damage to leased and rented premises, member to member liability, indemnity to principals and liability arising out of goods sold or supplied including refreshments. The cover is provided on a "claims made" basis. Unlike other forms of insurance, there has to be a policy in force at the time at which the claim is made against you and at the time the activity was undertaken. Once a policy is cancelled, expires or lapses no cover would be provided for any claim notified after the date of cancellation, expiry or lapse.



All incidents that may give rise to a claim in the future should be notified to Howden, at the time of incident.

**Limits of Indemnity**

|   |             |  |
|---|-------------|--|
| Public & Products Liability ( Excess Liability ***)                               | £5,000,000  | any one event<br>(any one period costs inclusive for Products / Pollution) |
| Pollution   | £100,000    | any one period   |
| Professional Indemnity  | £5,000,000  | any one period   |
| Employers Liability ( where applicable )  | £10,000,000 | Any one occurrence   |
| Directors' and Officers' Liability ( where applicable )<br>(Management Liability) | £5,000,000  | any one period (costs inclusive)<br>(Pollution £100,000 for 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
- Incidents prior to the retroactive date
- Incidents / claims known to you but not reported to Insurers.
- Incidents occurring prior to the start or after expiry of your last period of continuous membership

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

**Policy Excess:** Nil

**EXCESS LEGAL LIABILITY \*\*\***

**Policy Number** 150/2H02/CC992471/3

**Insurer** Zurich PLC

**Limit of Indemnity** £5,000,000 in excess of the Underlying Limit of Indemnity shown above (excludes Legal Defence Costs)

**The above is intended as a summary only and does not represent full terms and conditions. A full policy document is available from Howden**

**This insurance is provided on the basis that at the time of your membership renewal you have declared any material facts which may affect provision of the cover.**



## PERSONAL ACCIDENT

|                        |   |               |       |        |    |  |         |    |                 |         |    |                         |         |    |  |         |    |                            |      |    |   |           |    |                            |             |    |                          |               |
|------------------------|---|---------------|-------|--------|----|--|---------|----|-----------------|---------|----|-------------------------|---------|----|--|---------|----|----------------------------|------|----|---|-----------|----|----------------------------|-------------|----|--------------------------|---------------|
| <b>Insured</b>         | Scottish Rowing Ltd   |               |       |        |    |  |         |    |                 |         |    |                         |         |    |  |         |    |                            |      |    |   |           |    |                            |             |    |                          |               |
| <b>Period of cover</b> | 01 April 2022 to 31 March 2023  |               |       |        |    |  |         |    |                 |         |    |                         |         |    |  |         |    |                            |      |    |   |           |    |                            |             |    |                          |               |
| <b>Insured Person</b>  | Any Amateur Member resident in Britain aged over 3 years of age   |               |       |        |    |  |         |    |                 |         |    |                         |         |    |  |         |    |                            |      |    |   |           |    |                            |             |    |                          |               |
| <b>Operative time</b>  | Whilst an insured person is participating in any authorised and or recognised activity of the insured anywhere in the world<br><br>Cover is extended to include direct travel to and from any authorised and or recognised activity of the insured in Britain   |               |       |        |    |  |         |    |                 |         |    |                         |         |    |  |         |    |                            |      |    |   |           |    |                            |             |    |                          |               |
| <b>Cover</b>           | In the event of death and permanent total disablement<br><br>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.<br><br>Cover includes accidental damage or loss of teeth  |               |       |        |    |  |         |    |                 |         |    |                         |         |    |  |         |    |                            |      |    |   |           |    |                            |             |    |                          |               |
| <b>Benefits</b>        | <table><tr><td>a)</td><td>Death</td><td>£5,000</td></tr><tr><td>b)</td><td>Permanent Total Disablement from gainful employment fitted by way of qualification, experience or training</td><td>£50,000</td></tr><tr><td>c)</td><td>Loss of limb(s)</td><td>£50,000</td></tr><tr><td>d)</td><td>Loss of sight of eye(s)</td><td>£50,000</td></tr><tr><td>e)</td><td>Loss of speech or hearing in both ears</td><td>£50,000</td></tr><tr><td>f)</td><td>Emergency dental treatment</td><td>£500</td></tr><tr><td>g)</td><td>Broken Bones ( <b>See breakdown below</b> )<br/>£500 Max any one claim</td><td>£125/£250</td></tr><tr><td>h)</td><td>Hospitalisation (£750 Max)</td><td>£30 per day</td></tr><tr><td>i)</td><td>Convalescence (£400 Max)</td><td>£100 per week</td></tr></table> | a)            | Death | £5,000 | b) | Permanent Total Disablement from gainful employment fitted by way of qualification, experience or training | £50,000 | c) | Loss of limb(s) | £50,000 | d) | Loss of sight of eye(s) | £50,000 | e) | Loss of speech or hearing in both ears | £50,000 | f) | Emergency dental treatment | £500 | g) | Broken Bones ( <b>See breakdown below</b> )<br>£500 Max any one claim | £125/£250 | h) | Hospitalisation (£750 Max) | £30 per day | i) | Convalescence (£400 Max) | £100 per week |
| a)                     | Death   | £5,000        |       |        |    |  |         |    |                 |         |    |                         |         |    |  |         |    |                            |      |    |   |           |    |                            |             |    |                          |               |
| b)                     | Permanent Total Disablement from gainful employment fitted by way of qualification, experience or training  | £50,000       |       |        |    |  |         |    |                 |         |    |                         |         |    |  |         |    |                            |      |    |   |           |    |                            |             |    |                          |               |
| c)                     | Loss of limb(s)   | £50,000       |       |        |    |  |         |    |                 |         |    |                         |         |    |  |         |    |                            |      |    |   |           |    |                            |             |    |                          |               |
| d)                     | Loss of sight of eye(s)   | £50,000       |       |        |    |  |         |    |                 |         |    |                         |         |    |  |         |    |                            |      |    |   |           |    |                            |             |    |                          |               |
| e)                     | Loss of speech or hearing in both ears  | £50,000       |       |        |    |  |         |    |                 |         |    |                         |         |    |  |         |    |                            |      |    |   |           |    |                            |             |    |                          |               |
| f)                     | Emergency dental treatment  | £500          |       |        |    |  |         |    |                 |         |    |                         |         |    |  |         |    |                            |      |    |   |           |    |                            |             |    |                          |               |
| g)                     | Broken Bones ( <b>See breakdown below</b> )<br>£500 Max any one claim   | £125/£250     |       |        |    |  |         |    |                 |         |    |                         |         |    |  |         |    |                            |      |    |   |           |    |                            |             |    |                          |               |
| h)                     | Hospitalisation (£750 Max)  | £30 per day   |       |        |    |  |         |    |                 |         |    |                         |         |    |  |         |    |                            |      |    |   |           |    |                            |             |    |                          |               |
| i)                     | Convalescence (£400 Max)  | £100 per week |       |        |    |  |         |    |                 |         |    |                         |         |    |  |         |    |                            |      |    |   |           |    |                            |             |    |                          |               |

### Special definitions applying to Broken Bones extension

#### Broken Bones

A breach in the structure of the ones other than hairline fractures as a result of bodily injury following an accident

A, which necessitates treatment by plaster cast of one of the following bones listed below :

- a) Arm (humerus radius ulna carpals) £100
- b) Leg (femur, tibia, fibula, metatarsals, tarsals patella) £200

B of the clavicle £200

C of the skull £200

- **Benefits a) to f) and h) to i) are reduced by 50% for persons aged 70 years and over**
- **Benefit g) is reduced by 50% for persons aged over 65 years**
- **Please note maximum age limit is 80 years old**



### Aggregate Limit(s) of Liability

|   |            |
|---|------------|
| a) Per event for insured persons whilst travelling in any on one aircraft | £5,000,000 |
| b) Per event overall  | £1,000,000 |

### Principal Exclusions

Injury arising out of:

- Illness, disease, HIV
- The taking of a drug which is not lawfully available
- Flying other than as a passenger in an aircraft operating under its own power
- War and allied perils
- The first £50.00 of any claim arising out of damage to or loss of teeth
- Participating in sport as a full time professional ( not applicable to full time coaches or grant supported rowers )



**IMPORTANT: 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 Howden on 0121 698 8000 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.

**CLAIMS ADVICE**

Should you have need to make a claim under the policy, please contact Howden claims department immediately on 0121 698 8000. We will advise you of the necessary course of action. You are required to report ANY incident that may give rise to an insurance claim, particularly in cases involving personal injury, please refer to the following Incident Notification & Recording Guidelines.

**LIABILITY 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 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.

It is essential that you use a data protection compliant, accident book, available from HSE Books.

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.

**INCIDENT NOTIFICATION GUIDELINES**

It is important that all incidents that may give rise to a claim are reported to Howden 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.

Additionally you are also required to comply with the Ministry of Justice procedures which came in July 2013. These require disclosure of insurance details within 24 hours of contact by Third Party solicitors following an injury where you may be liable. Failure to comply with the revised procedures can result in a sharp increase in costs.

In order to achieve this, you should notify Howden 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 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.

#### **REPORTING INCIDENTS TO HEALTH & SAFETY EXECUTIVE**

RIDDOR - Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995

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).