

## Summary of Cover

### Individual Members of Basketball Scotland

<b>Underwritten by:</b>	Sportscover capacity being provided by Allianz Global Corporate and Specialty & Antares Managing Agency Ltd
<b>Policy Numbers:</b>	PLON99/0093691 (Public and Professional Indemnity)
<b>Period of Insurance:</b>	14 <sup>th</sup> September 2021 to 13 <sup>th</sup> September 2022
<b>Operative time:</b>	Whilst participating in any authorised /recognised activities of Basketball Scotland and whilst in membership of Basketball Scotland.

### Liability Insurance

<b>Cover provided</b>	The insurer will pay damages and legal costs arising from any claim made during the period of insurance and notified to Insurers in respect of legal liability incurred by the Insured in accordance with the terms and conditions of the policy.
<b>Territorial Limits</b>	United Kingdom (inc England, Scotland, Wales, Northern Ireland, channel islands, Isle of Man and territorial waters)
<b>Jurisdiction</b>	UK Courts
<b>Entitled to Indemnity:</b>	Individual Members

#### Limit of Indemnity:

<b>Public &amp; Products Liability Excess: £250</b>	£5,000,000	any one Occurrence, but limited to in the aggregate in respect of Products Liability
<b>Professional Indemnity Retroactive Date 14/9/2019</b>	£5,000,000	£5,000,000 any one Claim, limited to £5,000,000 in the aggregate

#### Public & Products Liability

Protecting the club/syndicate its members and club volunteers against your legal liability for bodily injury to third parties and damage to their property

#### Professional Indemnity

Protecting against affiliated members if held responsible for breach of professional duty arising from negligent act error or omission of a Qualified Person arising from their Basketball Scotland recognised Activity. This section includes a libel and slander extension.

#### Basis of Cover

The Professional Indemnity section of the cover is 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.

## Key General Exclusions

Claims arising from:

- Dishonest, fraudulent, criminal or malicious act or omission of the insured
- Arising from the conduct of any business not conducted for the benefit or on behalf of the insured
- Insolvency, bankruptcy or liquidation
- Individual abuse or person accused of abuse
- Use of boats in excess of 8m in length
- Communicable Disease
- Breach of Professional duty is acting beyond your level of qualification

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 8043 and complete the necessary report/claim form as soon as possible to avoid prejudicing your claim.

## **Endorsements applicable to the Liability Sections for all categories of membership**

### **PUBLIC & PRODUCTS LIABILITY**

#### **Sub Contractors Condition**

All sub contractors engaged by You shall have in force and effect Public Liability Insurance for third party Bodily Injury or Damage to Property with a minimum limit of indemnity limit of £5,000,000 throughout the duration of their contract with You. You shall undertake to obtain and retain documentary evidence of the said Insurances, prior to the commencement of any contract.

#### **Coaching Condition**

In respect of sports coaching ; all coaches must be suitably qualified to coach the sport in question in accordance with the relevant recognised national governing body requirements, or where such a formal qualification does not exist, coaches must possess a minimum of three years' practical coaching experience for the sport in question

#### **Communicable disease exclusion**

This exclusion is applicable to the Public & Products Liability Section only.

It is understood and agreed that this Policy does not cover any loss caused directly or indirectly, contributed to, by, or attributable to a Communicable Disease or fear or threat of a Communicable Disease.

Communicable Disease means any disease capable of being transmitted from an infected person or species to a susceptible host, either directly or indirectly.

## 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
- 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. Records must be kept for at least 6 years and significantly longer where the incident involves a minor. 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 regulations to report incidents to the HSE. For further information log onto the HSE website [www.hse.gov.uk/riddor](http://www.hse.gov.uk/riddor).