

Insurance Scheme 2019

Endsleigh Insurances (Brokers) Limited is authorised and regulated by the Financial Conduct Authority. This can be checked on the FCA register by visiting its website at www.fca.gov.uk/register. Endsleigh Insurances (Brokers) Limited. Company No: 1379864 are registered in England at Shurdington Road, Cheltenham Spa, Gloucestershire GL51 4UE



The Federation of English Karate is keen to ensure its members have a high level of protection. To ensure this, it centrally purchases a programme of insurances.

Here you can find:

- Summary of Cover
- Insurance FAQs

This summary contains information about the insurance coverage including:

- Period of Insurance
- The Insured (who is covered):
- Policy coverage
- The Indemnity limit
- When and where does cover apply?
- Principle exclusions

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Introduction

The Federation of English Karate Organisations (FEKO) purchases Combined Liability and Personal Accident insurance for its Affiliated Members. As a benefit of membership, the programme extends to protect instructors, officials, members, volunteers and committee members.

This summary will:

- Explain who is covered under this facility
- Identify the insurance companies underwriting the different aspects of the programme
- Provide a summary of the insurance cover and the key exclusions
- Confirm the claims process
- Make it clear who you need to contact in the event of a claim or if you have any questions about the scope of the insurance protection
- Contains an incident notification form and personal accident claim form for you to copy and use

Important notes:

This guide is a summary only. For the full terms and conditions you should refer to the policy documentation. A copy of the policy documentation can be obtained on the FEKO website.

Insurance policies require those covered to disclose all information that would influence a prudent insurer's interpretation of a risk, whether to accept the risk and at what terms and conditions. Failure to do so may give an insurer the right to avoid the policy.

COVER SUMMARIES

Public / Products Liability

The Insurer:

AXA XL
Policy Number – 1847254/0

Period of Insurance

1st January 2019 to 31st December 2019

The Insured (who is covered):

The Insured is the Federation of English Karate Organisations including all registered associations, members and instructors.

FEKOs recognised and authorised activities include training, competitions, coaching, course attendance etc.

What does the policy cover?

The policy will pay for sums that the Insured becomes legally liable to pay for compensation in respect of damage to third party property or injury or death to third party persons as a result of the administration, organisation and promotion of Karate throughout the United Kingdom and all associated activities occurring during the period of insurance. It covers liabilities incurred both on and off the Karate mat. This includes but is not limited to:

Participation

Where a member, coach, official or other person registered and actively engaged in sporting and social activities is injured and takes legal action against a Club, Coach or Association for personal injury. This cover is also extended to include member-to-member liability.

Fundraising and social activities

Providing the activity does not require any additional specialist equipment, qualification or training. For these types of activity you should engage an appropriate third party contractor that carries their own suitable insurance.

First aid treatment

Liability arising from the rendering of emergency first aid treatment

Property owners or occupiers

Covering your liability as an owner or tenant.

Products Liability

This relates to claims brought as a result of products a club sells, the most common being food and beverages.

Damage to leased property

Liability arising from damage to leased or rented premises not in your custody or control.

The indemnity limit

£10m any one occurrence (in the aggregate in respect of Products Liability)

Excess

There is no Public Liability excess.

When and where does cover apply?

The policy protects against liabilities as a result of activities anywhere in the World.

Principle exclusions

Dangerous activities/special fund raising events including but not limited to those which involve:

- Hazardous sports,
- Bouncy castles
- Large crowds
- Security personnel
- Child minding
- Water activities,
- Aircraft
- Fireworks
- Livestock
- Amusement rides of any kind
- Advice or Instruction (this is covered under the Professional Indemnity section).

If you consider an event to be “out of the ordinary”, you should contact Endsleigh for clarification.

Professional Indemnity

The Insurer:

AXA XL
Policy Number – 1847254/0

Period of Insurance

1st January 2019 to 31st December 2019

The Insured (who is covered):

The Insured is the Federation of English Karate Organisations including all registered associations, members and instructors.

FEKOs recognised and authorised activities include training, competitions, coaching, course attendance etc.

What does the policy cover?

This coverage extends to provide cover in respect of negligent act, negligent error or negligent omission.

This includes advice / training / tuition given by coaches, umpires, officials, managers and trainers.

The indemnity limit

£10m any one occurrence

Excess

There is no excess applicable.

When and where does cover apply?

The policy protects against liabilities as a result of activities anywhere in the world, although a claim cannot be brought within the USA or Canada.

Principle exclusions

- Any operation or administration of any pension or employee benefit scheme or trust fund, or the sale or purchase of or dealing in any stocks, shares or securities or the misuse of
- Any information relating to them, or any breach of any legislation or regulation related to these activities.
- any liability for any breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.
- Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
- Any liability under any contract which is greater than the liability you would have at law without the contract.
- Any infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade Secret.

Employers Liability

The Insurer:

AXA XL
Policy Number – 1847254/0

Period of Insurance

1st January 2019 to 31st December 2019

The Insured (who is covered):

The Insured is the Federation of English Karate Organisations including all registered associations. FEKOs recognised and authorised activities include training, competitions, coaching, course attendance etc.

What does the policy cover?

The policy will pay for sums that The Insured become legally liable to pay for compensation as a result of death, injury or disease occurring to any Employee caused as a result of undertaking the business of The Insured.

The indemnity limit:

£10m any one occurrence.

When and where does cover apply?

The policy protects against liabilities any time within the period of insurance and anywhere in the world, although in the event of a claim in USA or Canada, UK jurisdiction will apply i.e. the claim will be dealt with according to English law.

Principle exclusions:

- Employee Passengers – This policy does not apply to liability for which compulsory motor insurance is required.
- Employees Offshore – cover does not apply to any liability to any employee arising while offshore.

Directors and Officers Liability

The Insurer:

AXA XL
Policy Number – 1847254/0

Period of Insurance

1st January 2019 to 31st December 2019

The Insured (who is covered):

The Insured is the Federation of English Karate Organisations including all registered associations.. FEKOs recognised and authorised activities include training, competitions, coaching, course attendance etc.

What does the policy cover?

The Directors and Officers Liability section of the policy are designed to protect the sport and its members from the legal liability associated with governance. Cover does not apply for any activity undertaken in the USA or Canada. The sections are addressed below:

Trustees and Individual Liability

Protects an individual's Personal Liability by extending to indemnify the insured against any claim first made against the insured in respect of any actual or alleged error, misstatement, wrongful act, omission neglect, misleading statement, breach of duty, breach of trust, breach of contract, breach of warranty of authority, wrongful trading, or other act allegedly committed in the capacity of a Director or Officer of the Association or an Affiliated Club.

The indemnity limit:

£2m any one occurrence

When does cover apply?

Worldwide excluding USA and Canada.

Principle exclusions

- Deliberate or dishonest acts.
- Prior claims, investigations and circumstances.
- Failure to provide medical services.

Personal Accident

The Insurers:

Zurich
Policy Number –

Period of Insurance:

01st January 2019 to 31st December 2019

The Insured (who is covered):

Affiliated individuals

What does the policy cover?

In the event of an Accident causing Bodily Injury occurring during the period of insurance and as a result of recognised Aikido Activity including training / practice, competitions and official social events.

Benefit Description	Benefit Amount
1. Death*	£25,000
2. Loss of limb (one or more) and/or loss of sight	£25,000
3. Total loss of hearing (both ears) and or total loss of speech	£25,000
4. Permanent total disablement	£25,000
5. Permanent partial disablement	£25,000
6. Paraplegia	£25,000
7. Quadriplegia	£25,000
8. Temporary total disablement	£50 Per Week
Benefit period	104 Weeks
Deferment period	2 Weeks
9. Temporary partial disablement	Not insured

Principle exclusions:

- Insurers will not pay any benefit for Bodily Injury after the expiry of the Period of Insurance during which The Insured attains the age of eighty years.
- Professional sports persons or professional entertainers, with the exception of full time paid coaches.
- Sicknes, or disease, that is not caused by Bodily Injury.
- Disabilities arising from
 - Repetitive Stress (Strain) Injury or Syndrome or any gradually operating cause
 - Post-Traumatic Stress Disorder or any psychological or psychiatric condition
- Suicide, attempted suicide or deliberate self-inflicted injury by the Policyholder regardless of the state of their mental health.
- Pregnancy, childbirth, miscarriage or any consequence thereof.

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- The influence of solvents, drugs or medication upon the Policyholder, except where it can be proved that the drugs or medication were taken in accordance with a proper medical prescription and not for the treatment of drug addiction.
- The Policyholder driving a motor vehicle while the alcohol content of their blood exceeds the level permitted by the law of the country in which the Accident occurs.
- Pre-existing medical conditions.

INCIDENT NOTIFICATION GUIDELINES

This notification sheet tells you when you should report an incident/accident to the Federation of English Karate Organisations to comply with its operating procedures. 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 while 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 legalisation
- Any circumstances involving damage to third party property

AN INJURY IS DEFINED AS:

- Any head injury that requires medical treatment (doctor/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
- Loss of consciousness caused by asphyxia or by exposure to 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 Endsleigh.

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.

INCIDENTS 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 31st December 2003 it is a requirement to use a new style accident book that is compliant with data protection legalisation. 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, occupations, nature of injury and 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.

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Key Contacts

Contacts:

Endsleigh Insurances (Brokers) Ltd:

Endsleigh Insurances (Brokers) Ltd
Shurdington Road
Cheltenham,
Gloucestershire
GL51 EUE

Telephone Number: (01242) 866789

Fax Number: (01242) 866961

Contacts:

General enquires - sports@endsleigh.co.uk

Liability Claims - (01242) 866789

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About Endsleigh

Endsleigh have been a specialist sports insurance broker since their sponsorship of the Football League back in the early 1990's. We have an established Sports Team which provides innovative and competitive insurance solutions to a wide range of customers across the Sport and Leisure sector. Through our affinity with British University Colleges Sports (BUCS) we are their recommended insurance partner providing solutions for over 200,000 students who regularly participate in University and College sports.

In more recent years we have responded to numerous requests to support Sports Associations and National Governing Bodies. Working exclusively with a number of specialist insurers in the provision of sports insurance products, we are able to deliver competitive advantage to our sports customers. Through our knowledge and experience of dealing with sports and education insurance, we've gained a real understanding of what is needed from an insurance product and, the level of support that is required from an insurance broker.

FCA Complaints Procedure

Providing an excellent customer service is important to Endsleigh and in the vast majority of cases this is exactly what you will receive. However, just occasionally, something goes wrong and a customer, unfortunately, has cause to complain.

This can usually be best achieved by contacting the person you originally dealt with. That person will expect to hear from you if you are unhappy and will aim to resolve your complaint on the same day. While we would like to hear from you by telephone, should you decide to write to us, we will call you with the same objective in mind. If an immediate solution cannot be achieved because further investigation is necessary, we will let you know straight away. We will always acknowledge receipt of your complaint within 5 working days and do everything we can to speedily resolve the problem. Should our investigation take longer than anticipated, which will only happen if the circumstances are particularly complex, we will explain why and we will make sure you are provided with regular updates.

T: 01242 866786 (Mon to Fri 9am – 5pm)
F: 01242 864989

P: Customer Liaison Department

Endsleigh Business Team, Shurdington Road, Cheltenham GL51 4UE

We will not normally allow any complaint to be unresolved for more than 4 weeks, as we will always agree a course of action with you within this time. Any investigation will be overseen by a specially selected and trained staff member – we call them Customer Liaison Supervisors, and they represent every part of our business. If at any time you are unhappy with the progress or outcome of our investigations, please do not hesitate to contact the appropriate Customer Liaison Supervisor. You can contact them using the details above. If, at the end of the process you still remain dissatisfied with the outcome, you have the right to take your complaint to the Financial Ombudsman service (FOS). They will consider your complaint totally impartially and we are bound by their decision. We hope, however, that your complaint will have been resolved much earlier and you will not find it necessary to take this action.

The Ombudsman can be contacted by:

T 0845 080 1800

E complaint.info@financial-ombudsman.org.uk

P The Financial Ombudsman Service

South Quay Plaza, 183 Marsh Wall, London E14 9S

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