British American Football Association CLUBS & MEMBERS

COMBINED LIABILITY FREQUENTLY ASKED QUESTIONS

**Why do we need Combined Liability Insurance?**

All BAFA Clubs have a responsibility to ensure that anything they do does not cause injury or financial loss to others or damage to property. If they do, and negligence is proved, they could become legally liable to pay compensation. Accidents in American Football can and will happen and in this litigious age, members are vulnerable to claims that can sometimes involve very large sums of money.

**What is Combined Liability**

Provides protection from the consequences of claims against a BAFA Club, Club member, committee member, Club coach, employee or volunteer for injury, financial loss or damage to property, where negligence occurs.

The Public Liability and Club Employers Liability section of the policy is written on a claims occurred basis. The Public Liability section has a retroactive date of 1st April 2011.

The Abuse Section, Professional Indemnity and Directors and Officers section of the policies is written on a claims made basis - Subject to retroactive date 1st April 2014 in respect of Abuse and 1st April 2011 all other sections.

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.

**The main features of the policy, subject to policy terms conditions and exclusions, are:**

<table>
<thead>
<tr>
<th>Feature</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Public Liability</strong></td>
<td>Accidental bodily injury to third parties and/or damage to third party property arising out of the insured activities</td>
</tr>
<tr>
<td></td>
<td>Includes:</td>
</tr>
<tr>
<td></td>
<td>• Indemnity to principals</td>
</tr>
<tr>
<td></td>
<td>• Liability for damage to leased, hire, or borrowed premises</td>
</tr>
<tr>
<td><strong>Products Liability</strong></td>
<td>Accidental bodily injury to third parties and/or damage to third party property arising out of any goods sold or supplied by the insured</td>
</tr>
<tr>
<td><strong>Professional Indemnity</strong></td>
<td>Accidental negligent act, error or omission of a qualified person within your sport which results in an allegation of breach of professional duty</td>
</tr>
<tr>
<td><strong>Libel and Slander Extension</strong></td>
<td>Includes Defamation</td>
</tr>
<tr>
<td><strong>Directors’ &amp; Officers’ protection</strong></td>
<td>Personal legal protection arising out of any claim by reason of any wrongful act committed or alleged to have been committed in their capacity as a director and or officer of the club.</td>
</tr>
</tbody>
</table>
Corporate Reimbursement
Legal protection for the club/company arising out of any claim by reason of any wrongful act committed by any Director and or Officer in their capacity as a Director and or Officer of the club.

Prosecution Legal Defence Costs Including Corporate Manslaughter
In connection with the defence of criminal proceedings brought or in appeal against a conviction arising from such proceedings relating to an offence alleged to have been committed in the course of the business in respect of a breach of Health and Safety at Work Act, Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the UK. Limited to £1m in the aggregate.

**What is meant by ‘Claims Made’?**
The Abuse, Professional Indemnity & Directors and Officers sections of the Liability policy are written on what is known as a “claims made” basis. This means that the policy provides cover for those claims reported during the period of insurance, rather than the policy that was in force at the time of the incident.

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.

**What is the Limit of Indemnity?**
As a club affiliated to BAFA you automatically benefit from the combined liability insurance with the following limits of indemnity.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
<th>Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Liability</td>
<td>£10 million</td>
<td>any one occurrence</td>
</tr>
<tr>
<td>Products Liability</td>
<td>£10 million</td>
<td>any one period</td>
</tr>
<tr>
<td>Abuse - Club Committee</td>
<td>£10 million</td>
<td>Any one period</td>
</tr>
<tr>
<td>Professional Indemnity and Libel and Slander Extension</td>
<td>£10 million</td>
<td>Any one period</td>
</tr>
<tr>
<td>Directors &amp; Officers - Club Committee</td>
<td>£10 million</td>
<td>Any one period</td>
</tr>
<tr>
<td>Prosecution Legal Defence</td>
<td>£1m</td>
<td>Any one period</td>
</tr>
<tr>
<td>Employers Liability</td>
<td>£10 million</td>
<td>Any one occurrence</td>
</tr>
</tbody>
</table>
### Who is covered / entitled to be defended by the Combined Liability policy?

Entitled to Indemnity includes

- BAFA and its Employees & Volunteers
- All Affiliated Coaches who hold a valid Coach licence Level 1 or above
- All Affiliated British University American Football League Members (who have affiliated via the membership & insurance option)
- All Affiliated Adult Members including those acting in the capacity of Associate Officials. (Team Judges)
- Community Flag Leaders
- All Affiliated Youth Members
- All Affiliated Flag Football members
- Affiliated Clubs (Committees & Social & Playing Members and their volunteers)

The policy only provides Indemnity to members who are UK residents.

### What is meant by UK resident?

Insurance cover is only available to members who have a permanent UK address. Such members are covered for their Liabilities in terms of recognised activities in both the UK and overseas, provided that any overseas trip is officially recognised/authorised/sanctioned by BAFA.

For a member to be insured they must reside in the UK for more than 6 months of the year. Any member permanently living outside the UK is not insured.

### Does the policy provide any cover for non UK resident members?

Insurance cover is only available to members who have a permanent UK address. Such members are covered for their Liabilities in terms of recognised activities in both the UK and overseas, provided that any overseas trip is officially recognised/authorised/sanctioned by BAFA.

The only areas which have been accepted and clarified by the insurers are as follows

**Overseas military personnel from the United States, Canada and Mexico:**

Overseas military personnel who are affiliated to BAFA and are members of UK based teams. Cover will only apply whilst they are based in the UK and representing either BAFA or the UK team to which they affiliated. In this circumstance it is important to note that jurisdiction for any claims is limited to the claims brought in the UK.

**Overseas students who are in full time education in the UK** – they must be formally registered as a Student here in the UK and residing in the UK whilst undertaking their studies.

Any member permanently living abroad is not insured.
Are Non-members covered for ‘taster / trial’ sessions?

Individuals who may be interested in joining a club are insured for a maximum of 3 initial “taster/trial” sessions.

Cover only applies provided the sessions are delivered by a registered qualified coach of BAFA either at a club location or recognised environment on behalf of an affiliated club, and the sessions must follow the prescribed format as approved by BAFA following Risk Assessment and all Health & Safety guidelines.

The BAFA insurance does not cover coaches running sessions for personal/commercial gain.

For indemnity to apply it is essential that the club records the participant name, address and dates of attendance. These details must be retained as they may be called upon in the event of a claim.

The individual must then become a member for insurance cover to continue beyond the trial period.

Are there any exclusions in the Combined Liability policy?

Yes, an overview of the principal exclusions is shown below

Principal Exclusions

• Player to Player Exclusion:
  This Policy does not indemnify any player for any incident as a direct result of the Contact American Football organised and/or operated by or on behalf of the Insured in respect of any claim made by any other such player.

• Deliberate acts which result from a pre-meditated action with an intent to cause injury
• Ownership maintenance operation or use of any aircraft boat vehicles of any kind.
• Insolvency bankruptcy or liquidation
• Physical Assault
• Use of non medically prescribed drugs
• Arising from contract or agreement unless you would have been liable in the absence of such a contract or agreement.
• Fines penalties trading debts
• Non UK residents (other than those shown as entitled to indemnity)
• Claims brought in USA/Canada.
• Damage to any data
• Terrorism – this exclusion does not apply to the employers liability.
• Asbestos related incidents
• Medical malpractice
• Pollution, unless sudden and accidental
• Damage to own property/in custody or control
• Incidents prior to the retroactive date – Combined Liability April 2011, Abuse April 2014. Or the date of your last continuous membership if later.
• Infringement of trademark/copyright
• Incidents/claims known to you but not reported to insurers
• Abuse – Abuse cover is provided to a club committee with effect from April 2014. Incidents/claims occurring prior to this date are not insured. Abuse cover is not available for the person accused or alleged to be the abuser or for anyone who knowingly allowed abuse to occur.

Full terms conditions and exclusions are detailed in the policy document held by BAFA.
What activities are my club and its members insured to undertake?
The BAFA Combined Liability policy applies whilst your club and members are participating in activities authorised/recognised by BAFA as agreed with the insurers as shown below.

Declared Activities

• Training for and participation in the main disciplines of BAFA
• Recognised & Sanctioned Tours
• Officiating
• Club administrative activity.

It is also recognised that social and fundraising, subject to appropriate documented risk assessments being undertaken. E.g. bag packing at supermarkets, raffles, end of season presentation evenings. We would encourage you to discuss any activity not included above with BAFA to ensure it is acceptable or if it needs to be referred to the insurers for approval.

Please note that Referees have specific insurance provided separately for those registered with British American Football Referees Association (BAFRA).

What is a retroactive date?
The Combined Liability cover will exclude incidents happening before the retroactive date, Retroactive date: The date in a claims made policy representing, beginning of coverage. This date will be shown on your club summary of cover provided by BAFA. Please note however cover will not be provided for incidents known but not reported and late notification.

As a committee member / club officer what protection do I receive?
As a committee member you have a personal liability in respect of the management of your club, particularly if the club is unincorporated. Sport, Recreation and Leisure Liability insurance provides Directors’ and Officers’ cover in order to protect you if you are sued for negligent decisions or wrongful acts.

The insurers define a wrongful act at any actual or alleged breach of duty breach of trust, neglect, error, misstatement, misleading statement, omission, breach of warranty of authority or other act done or attempted by or any other matter claims against any Director and or Officer or any of them wherever or whenever while acting in their individual or collective capacities as Directors and or Officers.

Does my Club insurance include any legal expenses?
Only for the defence of civil actions agreed in advance with the Insurer.

The combined liability policy is not a legal expenses policy to pursue claims but purely for defence of allegations against those insured.
Do we have insurance if Club employees are injured?

Yes, Employers Liability insurance is included within the Combined Liability insurance for BAFA and its affiliated clubs.

In general, you may need employers’ liability insurance for someone who works for you if any of the following apply:

- You have the right to control where and when they work and how they do it
- You supply most materials and equipment
- You have a right to any profit your workers make although you may choose to share this with them through commission, performance pay or shares in the company. Similarly, you will be responsible for any losses
- You deduct National insurance and income tax from the money you pay them
- You require that person only to deliver the service and they cannot employ a substitute if they are unable to do the work
- They are treated in the same way as other employees, for example if they do the same work under the same conditions as someone you employ.

Under British Law, you can still be called an “employee” even if you are not paid.

If your club has paid staff and has an Employer Reference Number this must be declared so that it can be recorded with the Employers Liability Tracing Office.

How is Employers’ Liability different to Public Liability?

Employers’ Liability protects the employer in the event of an injury to an employee, for which the employer is liable. I.e. when the employee sues the employer. Employers’ Liability could apply to clubs who employ coaches or volunteers to work on their behalf.

Public Liability protects a club / member / volunteer if another member, or a member of the public, sues them for injury or damage caused.

Is our club covered if we go abroad?

The Liability cover is provided for temporary trips abroad that are authorised/recognised and Sanctioned by BAFA

Please note your membership insurance is not a Travel Insurance policy, cover for which can be obtained from [https://www.sporttravelinsurance.co.uk/](https://www.sporttravelinsurance.co.uk/)

What do I do if our club becomes aware of an incident?

You should immediately record all relevant information as defined in the Incident Recording Guidelines, provided by BAFA with your summary of cover.

If there are verbal or written allegations made against your club, you should record the information and notify Howden of the incident. Please call 0121 698 8042. Or via Howden Switchboard 0121 698 8000 and ask to speak with the sports claims department.

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.

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.
Please note your policy has claims conditions and if an event giving rise to a claims under the liability policy occurs please as soon as practically possible contact Howden confirming your affiliation to British American Football Association.

**Things you must do**

If you fail to follow the conditions of the policy the insure may not pay your claim or any payment could be reduced.

It is your responsibility to prove any loss and insurers may ask you to provide any relevant information documents and assistance they may require to be able to deal with your claim.

**You must**

1. Give notice in writing as soon as reasonably practicable of the discover of any Occurrence or circumstance which may give rise to a claim under the policy.
2. Notify Howden as soon as possible giving full details of what has happened.
3. Comply with any reasonable request made by insurers for information relating to the claim made under this policy.
4. Forward to Howden as soon as possible, but no later than **14 days** any letter claim summons or other legal document and any related correspondence you receive unanswered.

**Abuse Professional Indemnity and Directors and Officers Claims must be notified within the same period of insurance you become aware of the incident.**

5. Inform as soon as reasonably practicable of the notice of any impending prosecution or inquest which may give rise to a claim under the liability policy.
6. Not admit liability or offer or promise or agree to settle any claim without the insure's written permission.
7. Take all reasonable care to limit any loss damage or injury.
PERSONAL ACCIDENT FREQUENTLY ASKED QUESTIONS

What is Personal Accident insurance?
This provides a "no-fault" compensation for members aged from 3 to 80 years of age, who are injured whilst participating in authorised/organised activity anywhere in the World (includes direct travel to and from the activity within the UK only). Please remember trips outside the UK must be sanctioned by BAFA for insurance to apply.

Please note your membership insurance is not a Travel Insurance policy, cover for which can be obtained from www.pssportstravelinsurance.co.uk

Who is insured under the BAFA Personal Accident insurance?
Any full or associate member of the group policyholder aged 3 years or over but under 80 years. No cover is provided to professional players.

Only British University American Football League Members who have opted for the membership with insurance are insured by this policy.

When does the Personal Accident insurance apply?
Cover applies whilst the member is participating in any authorised/organised/sanctioned by the group policyholder (BAFA) activities, anywhere in the world and whilst travelling directly to and from such activity within the United Kingdom, the Isle of Man, the Channel Islands or the Republic of Ireland.

Being the training for and participation in the main disciplines of BAFA.

Does it matter if the injury isn’t my fault?
The benefits are payable on a no fault basis.

If I am attending a taster session am I entitled to the Personal Accident benefits?
No. In order to receive the benefits you must be a fully paid up member.

Only British University American Football League Members who have opted for Insurance are insured by this policy.
### What are the policy benefits?

<table>
<thead>
<tr>
<th>Accidental bodily injury resulting in:</th>
<th>Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Death</td>
<td>£10,000</td>
</tr>
<tr>
<td>2. Loss of two or more limbs or eyes or one of each</td>
<td>£50,000</td>
</tr>
<tr>
<td>3. Loss of one Limb or one eye</td>
<td>£50,000</td>
</tr>
<tr>
<td><strong>Permanent and total Loss of speech</strong></td>
<td>£50,000</td>
</tr>
<tr>
<td><strong>Permanent and total loss of hearing</strong></td>
<td></td>
</tr>
<tr>
<td>i) In both ears</td>
<td>£50,000</td>
</tr>
<tr>
<td>ii) In one ears</td>
<td>£25% of the above</td>
</tr>
<tr>
<td>4 <strong>Permanent total disablement</strong></td>
<td>£50,000</td>
</tr>
<tr>
<td>From gainful employment for which the Insured is fitted by way of training education or experience For those under the age of 16 from gainful employment of any and every kind * The Benefit Amount shall be reduced by 50% in respect of Insured Persons aged 70 years or over.</td>
<td></td>
</tr>
<tr>
<td>a) Loss of sight in both eyes /Eye</td>
<td>100%</td>
</tr>
<tr>
<td>b) Loss of speech</td>
<td>100%</td>
</tr>
<tr>
<td>c) Loss of hearing in both ears</td>
<td>100%</td>
</tr>
<tr>
<td>d) Loss of one limb</td>
<td>100%</td>
</tr>
<tr>
<td>e) Loss of big toe</td>
<td>15%</td>
</tr>
<tr>
<td>f) Loss of any other toe</td>
<td>6%</td>
</tr>
<tr>
<td>g) One thumb</td>
<td>30%</td>
</tr>
<tr>
<td>h) One forefinger</td>
<td>20%</td>
</tr>
<tr>
<td>i) Any other finger</td>
<td>10%</td>
</tr>
<tr>
<td>j) Loss of use of use of shoulder or elbow</td>
<td>25%</td>
</tr>
<tr>
<td>k) Loss of use of wrist hip knee or ankle</td>
<td>22%</td>
</tr>
<tr>
<td>l) Loss of use of A foot below the level of the ankle (talo-tibial joint)</td>
<td>50%</td>
</tr>
<tr>
<td>m) Loss of use of Back spine below the neck with no damage to the spinal cord</td>
<td>40%</td>
</tr>
<tr>
<td>n) Loss of use of The neck or cervical spine with no damage to the spinal cord</td>
<td>30%</td>
</tr>
<tr>
<td>Removal by surgical operation of lower Jaw</td>
<td>30%</td>
</tr>
</tbody>
</table>

The policy also has access to additional benefits as follows

<table>
<thead>
<tr>
<th>Accident Medical Expenses</th>
<th>Up to £2500 any one insured person</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bereavement Counselling</td>
<td>Up to £250 per week up to a maximum £5000 any one insured person</td>
</tr>
</tbody>
</table>
**Broken Bones**

<table>
<thead>
<tr>
<th>Broken Bones</th>
<th>Up to a maximum of £500 any one person</th>
</tr>
</thead>
<tbody>
<tr>
<td>A breach in the structure of the bones other than hairline fractures as a</td>
<td></td>
</tr>
<tr>
<td>result of bodily injury following an Accident</td>
<td></td>
</tr>
<tr>
<td>A which necessitates treatment by plaster cast of one or more of the</td>
<td></td>
</tr>
<tr>
<td>bones listed below:</td>
<td></td>
</tr>
<tr>
<td>a) Arm (humerus radius ulna carpals) £100</td>
<td></td>
</tr>
<tr>
<td>b) Leg (femur, tibia, fibula, metatarsals, tarsals patella) £200</td>
<td></td>
</tr>
<tr>
<td>B of the clavicle £200</td>
<td></td>
</tr>
<tr>
<td>C of the skull £200</td>
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</tbody>
</table>

**Coma Benefit** per full 24 hours up to a maximum of 104 weeks

- £50 any one insured person

**Convalescence** reduced to £100 if the insured person is aged over 70 years of age

- £200 per insured person

**Counselling**

- Up to £250 per week up to a maximum £5000 any one insured person

**Dental Expenses**

- for up to two Accidents per Insured Person in any one Period of Insurance
- £50 excess Applies

- Up to £500 per insured person

**Dependents Benefit** – Additional 5% per Child up to a maximum 25% of Benefit 1 subject to a minimum £5,000

- Minimum £5000

**Funeral Expenses**

- Up to £5000 any one insured person

**Hospitalisation** - per full 24 hours up to a maximum of 104 weeks any one Insured Person

- £50

**Ligament Damage** resulting in constructive surgery

- A tear to the anterior cruciate ligament (ACL), Posterior Cruciate Ligament (PCL), Lateral Collateral Ligament (LCL), The Medial Collateral Ligament (MCL) that results in reconstructive surgery

- £200

**Paralysis**

- A total loss of use of all four limbs bladder and rectum
- £50,000
- £25,000

- B total loss of use of two legs bladder and rectum

- Up to £15,000 any one insured person

**Please note age limitations may apply on certain benefits and reduce the benefit available.**
Who should I notify and how do I make a Personal Accident claim?

To make a claim please contact Howden and complete and return the relevant documentation provided to you.

Please call 0121 698 8042. Or via Switchboard 0121 698 8000 and ask to speak with the Sports Claims department.

Your policy has claims conditions and it is a condition precedent that you must provide notification to insurers no later than 90 days of the occurring of any accident incident event or circumstance which may give rise to a loss under this Personal Accident Policy.

Claims under this policy must be notified as soon as reasonably possible - Please notify Howden as soon as your injury has occurred.

When making a claim you may be asked for additional evidence of the injury such as medical certificates and validation from your club that the injury was sustained whilst undertaking the British American Football Association recognised activity.