



INSURANCE

Insurance Arrangement for Members and Affiliated Clubs

Cover is arranged through the Union's Brokers. The cover provided, falls under two main headings: Third Party Liability through Perkins Slade, and Boat Insurance through N. W. Brown.

1. THIRD PARTY LIABILITY

This type of insurance (sometimes called Public Liability Insurance) is involved when negligence has occurred causing the injury or death or damage to the property of a third party. It provides worldwide cover to a maximum of £5,000,000 for any one incident. This applies in connection with a) canoeing privately b) any BCU activity c) canoeing on social activities of a BCU affiliated club. The cover includes all legal costs and damages awarded if negligence is proven or accepted by the insurance company. Member to member liability is included, which means that the third party can be another BCU member.

Negligence sometimes resulting in six figure damages or more may occur through sheer carelessness or irresponsibility, but it can happen thorough unforeseen circumstances. The BCU takes the view that all who canoe must be covered by Third Party Insurance, and therefore the following are covered:-

- a) All current individual BCU members resident in the United Kingdom (includes members of Her Majesty's armed forces whilst serving overseas).
- b) Current registered members of currently affiliated clubs who pay the capitation fee for each member who is not an individual BCU member. The capitation fee is only waived if the club's members are covered by Third Party insurance already, probably through a parent body, and a club officer has signed a declaration to this effect.
- c) Members and voluntary helpers of currently affiliated BCU Senior or Junior clubs (whether or not they are covered by a, b or c above) acting officially on behalf of their clubs.

To **MAINTAIN INSURANCE COVER** renewal, membership subscription and affiliation fees **MUST BE PAID BEFORE THE EXPIRY** of the previous membership or affiliation. There is no period of grace.

In addition clubs must maintain accurate and up-to-date membership records so that a club member claimant's membership on the date of an incident can be verified and cover confirmed. The insurers or their agents reserve the right to scrutinise any such records at any time. It is no longer necessary to submit membership lists to the BCU office but the correct number of members, as in the accounts for the financial year most recent to their BCU affiliation or renewal date, must be declared. Those joining the club since their last financial year end ARE covered, provided they are entered correctly on the club membership records and have paid their club subscription in full before the incident.

2. Advice on the responsibility of club officials:

It is presumed by the Council of the BCU, and the Insurers, that elected officials of BCU clubs, or members acting officially on their behalf, are responsible persons acting in a responsible manner. It is also accepted that canoeing is an activity which involves certain inherent risks.

It is known that good initial training, a gradual building up of experience, the wearing and use of recognised safety gear, allied to the knowledge of its use and of the canoeing environment, have provided a good track record of safety. It is not expected, in other words, that activity should be restricted to very "safe" canoeing. But it is expected that when others are let into more dangerous ventures, this will be done in accordance with accepted precepts. There is clearly both a legal and a moral responsibility to do so.

Irresponsible or careless leadership however, will not invalidate the Third Party insurance. In fact, it is only when negligence is involved, that the policy is likely to be invoked! There are no grounds for compensation to be paid if those authorising the activity are not considered by a Court to have been guilty of negligence.

Sports Personal Accident Cover

Clubs are advised that it is possible, for an additional capitation fee, to offer members a level of Sports Personal Accident cover.



training of a satisfactory nature is provided, both for the participant, and in the wider interests of the sport. The system is strongly recommended, and also enables clubs to confidently run a programme of open courses for the general public, which can be fund-raisers.

It is not necessary, however, for Third Party Liability insurance purposes, for club journeys, activities or events always to be covered by Coaching Scheme qualified members. The holding or not of a Coaching Qualification by the appointed, or presumed leaders, of a canoeing venture, though is a factor which would be taken into account by a Court in determining whether or not negligence was involved.

In the event of an accident, should the appointed leader be held to have been inadequate in experience or competence for the venture, then clearly grounds for a claim could exist. The Officers of the club or members of currently affiliated clubs acting officially on behalf of their club, would be covered should they be successfully sued. So too, would an individual member of the BCU or Registered Club member of a currently affiliated club, if the prosecution was taken out against him or her personally. ***Carrying, as it does, a Duty of Care to its members, club committees should, however, ensure that trip leaders are considered by them as being sufficiently experienced to cover the specific role / duty being asked of them and that they have been duly appointed to the role within committee minutes and or club operating and safety procedures.***

4.. Advice on the implications for individuals holding coaching qualifications:

A person holding a coaching qualification, who happens to be present at an authorised club activity but has not been specifically appointed by the club officials to run the activity may not have an automatic legal responsibility in the case of an accident occurring. He or she may well feel that they have a moral responsibility, but that is not the same thing. Should the qualified member express doubts about the safety provision at a given activity, this should be taken into account by club officials, however, as the opinion would obviously carry some weight in the mind of a court seeking to determine whether or not negligence was involved, in the event of a claim for damages arising.

5. Advice for those receiving fees for coaching:

The Public Liability insurance does not exclude advice provided for a fee, nor is it limited to accident or occurrence. Consequently, when coaching is provided within the BCU, to members or clubs, liability is insured including liability arising out of errors or omissions in such instruction. With effect from the renewal date of 1st November 1998 all registered BCU/SCA/CANI Coaches are insured, through their subscription to the BCU/SCA/CANI, for Civil Liability to a limit of indemnity of £5,000,000.

The cover includes all advice and instruction given for a fee or not to any person. The cover excludes North America unless Perkins Slade are informed. The cover also excludes the use of a trading name or the option of taking out Employers Liability insurance - these would require an Activity Business insurance. This extension to the insurance was to benefit the "core" of BCU membership and to erase any grey areas that might exist on voluntary help.

Civil Liability is a very wide wording that includes Public Liability (damage to third party property or persons), Product Liability (goods supplied), Errors & Omissions (advice given or not given), Member to Member Liability, Trespass, Libel, Slander and all other matters under Civil Law. Voluntary Helpers and the Interest of Principals are also included within the insurance.

If there are any queries or if we can be of any further help please do not hesitate to contact us.

6. Insurance and Coaches holding 'Foreign Nationals' Status:

While the BCU Coaching Service will award its qualifications and assessor status to foreign nationals attending an appropriately BCU authorised course, provided the candidate fulfills all the requirements necessary for that award, or status, including continuous BCU membership, in the normal way, the BCU cannot protect them with third party liability and as such they must provide evidence of holding such cover in order to have their status validated.

7. Advice on 'volenti non fit injuria'

The principle in law of *volenti non fit injuria* means that where an adult participates voluntarily in an activity which involves known and obvious hazards, then he or she is unlikely to succeed in a claim for recompense against those leading the activity, if the injury sustained is a result of falling victim to a known and obvious danger, e.g Canoeist pinned against a rock in white water.

This principle may have some bearing when groups of "friends" within the club are participating in canoeing ventures, which might only loosely be defined as "club activities". It is not known how a court might view a given set of circumstances, but in such instances it would seem unlikely that an adult complainant with





personal experience compatible with the journey or venture being undertaken would succeed in a claim either against the individual presumed to be the leader, or the club's officials, where injury or death results from a "canoeing" cause. There could obviously be a case to answer if the accident arose from some other circumstance. The policy would still protect the club's officers and/or an individual BCU member, or BCU Registered Club Member.

8. Advice on the use of 'approved' equipment:

If the equipment provided for use by a club was clearly sub-standard when compared to that which was commonly accepted within the sport, and if the type or standard of the equipment could be shown to be a contributory cause of the accident, then grounds for a claim of 'negligence' could exist on this score.

The use of properly maintained 'approved' equipment would make the establishment of a claim less likely. It is necessary for equipment to conform to generally accepted standards. It is not necessary for formally approved gear only to be used.

9. Advice on the use of premises: The Third Party Liability Insurance also covers the club for leased, hired, rented or borrowed premises - such as swimming pools.

10. Final word on Third Party insurance:

The law requires us to take reasonable care for the safety of others. The moral code clearly also implies this duty. In practical terms, if a large claim occurred, the renewal premium could be prohibitive. There is therefore a duty on all of us to ensure that it remains at modest cost to the Union for the benefit of the member who may become a genuine victim of circumstance. It is important that the policy is not invoked through irresponsibility.

Boat Insurance (Great Britain and Eire)

Insurance of canoes and kayaks is available to BCU members only to cover accidental damage or loss, or theft, providing the boat was secured. This includes damage to equipment when in use. For premiums, contact *N W Brown. There are a number of package deals available at reduced rates and a discount for individuals or clubs insuring three or more boats. Cover can also be provided on a New for Old basis.

Boat insurance should be taken out with *NW Brown & Partners, Richmond House, 16-20 Regent Street, Cambridge CB2 1DB. Tel: (01223) 357131.

Holiday Insurance: Boat Insurance can be extended to cover short periods abroad, details available from N W Brown. (Address as above)

Ancillary Equipment Insurance: Is available through N W Brown.

Insurance of Clubhouses

For affiliated clubs cover may be arranged for both buildings (if owned) and the entire contents, including canoes. The cover would embrace fire, theft and the normal additional perils of storm, flood, burst pipes, aircraft, explosion, impact, riot and malicious damage. No survey of the premises would normally be required but a general view photograph is needed. Cost would depend on the construction of the premises and the values involved. If the club employs a cleaner or steward, the necessary Employers Liability cover, required by law, can be incorporated, or can be provided as an extension to the clubs' Third Party policy at additional cost. Contact Perkins Slade Ltd, Elizabeth House, 22 Suffolk Street, Queensway, Birmingham, B1 1LS enclosing your club's affiliation number.

Claims Procedure

Boat Insurance, For all claims please contact the relevant insurer: N W Brown & Partners, Richmond House, 16-20 Regent Street, Cambridge, CB2 1DB. Tel: (01223) 357131.

Third Party and Other Insurances: Perkins Slade Ltd, Elizabeth House, 22 Suffolk Street, Queensway, Birmingham, B1 1LS. Tel: (0121) 625 8080.