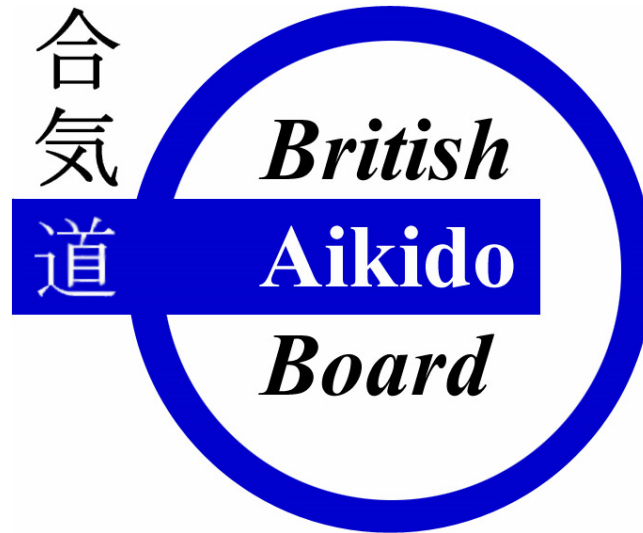


The British Aikido Board



INSURANCE GUIDELINES

*Version 2.0
January 2005*

<http://www.bab.org.uk>

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CONTENTS (Issue 2.0)

<i>Section</i>	<i>Page</i>	<i>Issue</i>
1. INTRODUCTION	4	2.0
1.1 Background		
1.2 Purpose & use of this document		
1.3 Overview of BAB Policies		
1.4 How to get additional cover & “opting out” of the BAB’s Policies		
1.5 Policy renewal process, changes & proof of cover		
 MANAGING RISK	 7	 2.0
Importance of managing risk		
Potential risks in Aikido		
Guidelines for mitigating risk in Aikido		
Incident management & reporting		
 3. RESPONSIBILITIES & CONSIDERATIONS	 13	 2.0
3.1 Introduction		
3.2 Responsibilities		
Important Considerations		
Use of weapons		
 4. INSURANCE FOR THE BAB	 18	 2.0
4.1 Introduction		
4.2 Who is covered		
4.3 Summary of cover, considerations, exclusions & price		
4.3 Application / renewal process		
4.5 Claims process		
 5. INSURANCE FOR BAB ASSOCIATIONS	 21	 2.0
5.1 Introduction		
5.2 Who is covered?		
5.3 Summary of cover, considerations, exclusions & price		
5.4 Application / renewal process		
5.5 Claims process		
 6. INSURANCE FOR CLUBS	 23	 2.0
6.1 Update		
 7. INSURANCE FOR INSTRUCTORS	 24	 2.0
7.1 Introduction		
7.2 Insurance for Instructors who “Assist Only”		
7.3 Insurance for Instructor’s of New Members		
7.4 Insurance for Instructors who take charge of classes		
7.5 Claims Process		

<i>Section</i>	<i>Page</i>	<i>Issue</i>
8. INSURANCE FOR STUDENTS	27	2.0
8.1 Introduction		
8.2 Who is covered?		
8.3 Summary of cover, considerations, exclusions & price		
8.4 Application / renewal process		
8.5 Claims process		
9. CONTACTS & ENQUIRIES	29	2.0
10. INSURANCE ADMINISTRATION PROCESS	30	1.0
10.1 Introduction		
10.2 "Selling" Insurance & the law		
10.3 Issuing insurance certificates for students & Instructors		
10.4 Completion & submission of monthly returns & payment		
10.5 Obtaining supplies of certificates & monthly return forms		
<u>APPENDICES</u>		
A. Key Liability Risks in Aikido		1.0
B. Details of Current Insurance Rates		2.0
C. Club Register		1.0
D. Application Form for Instructors who "Assist Only"		2.0
E. Form for Registering "Assist Only Instructors" with the BAB		1.0
F. App. Form for Instructor Insurance – New Members Only		2.0
G. Perkins Slade – Incident Notification & Accident Recording Guidelines		1.0
H. Registration Form for Officers & Officials of Associations		1.0

SECTION 1 (Issue 2.0)

1. INTRODUCTION

1.1 Background

1.1.1 The British Aikido Board (BAB) administers defined insurance services on behalf of BAB member Associations (including member Association's clubs, officers & officials, instructors and students). Various insurance policies are sourced from "Insurance Providers" through licensed "Insurance Brokers". The BAB undertakes to source the most appropriate and cost-effective insurance cover available. BAB policies have an annual renewal date of 1st March, therefore, the BAB tenders for new policies during January & February each year.

1.1.2 Martial Arts insurance is a specialist field and there are very few insurance providers offering insurance to the UK martial arts industry. The BAB's current provider is "Royal Sun Alliance" (RSA).

Currently, the BAB utilises the services of the following Insurance brokers:

"Perkins Slade" (all policies)

1.2 Purpose & Use of this Document

1.2.1 In recent years, the insurance industry as a whole has seen a massive increase in the number of insurance claims and particularly, litigious claims; this has caused insurance providers to become more risk averse and has resulted in compound price increases in insurance premiums. Active risk prevention is therefore essential to stability of premium rates.

1.2.2 The BAB commissioned this document for distribution to all member Associations, it aims to address the following:

To clarify what policies are available via the BAB and summarise the details of each policy;

To outline the administration processes relating to the application for new & existing insurance and what to do in the event of incidents and /or claims;

To raise awareness of the responsibilities of insured parties and provide some guidelines for mitigation of risk with a view to the prevention of claimable / litigious incidents;

1.2.3 Insurance is a complicated and dynamic subject and the BAB stresses that it does not specialise in this field. The information within this document has been compiled with best intentions and every effort has been made to ensure that the information is accurate.

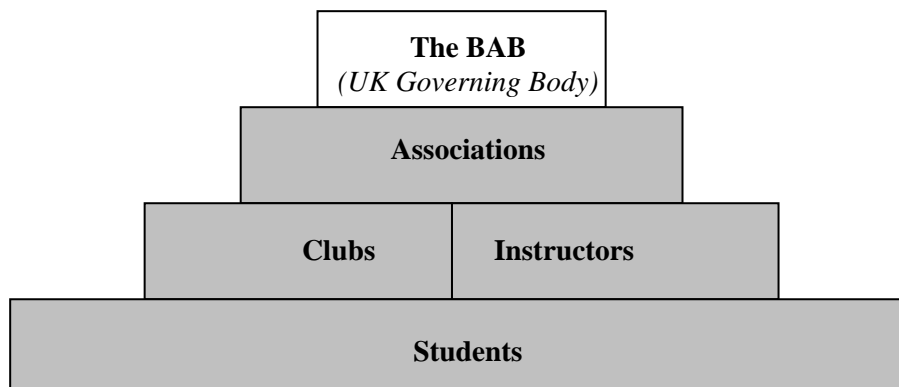
1.2.4 Copies of This Document / Future Reviews

Each Association, BAB Officers and BAB Coach Tutors will be issued with 1 copy of this document free of charge. Further copies are available from the BAB Secretary (see section 9) for a small fee. A copy of the document will be placed on the BAB's web site (www.bab.org.uk).

The document will be reviewed annually & amended as necessary. Where updates occur within a section, Association representatives will be advised & updates will be posted to the BAB's web site. Association representatives may request hard copies of updates from the BAB Secretary.

1.3 Overview of BAB Policies

1.3.1 Aikido within the BAB is structured as per the following operating framework:



1.3.2 Whilst the BAB undertakes to source insurance policies for all of the players within the above framework, it should be noted that the BAB directly interfaces only at Association level. It is the BAB Associations that are responsible for communicating and administering BAB insurance on behalf of their clubs, instructors and students. Likewise, BAB Associations are responsible for ensuring that BAB policy; rules and standards are incorporated within their local operating practices & procedures. For this reason, it is essential that officers, administrators & instructor's within Associations are fully conversant with BAB insurance policies & processes (see section 3).

NOTE: *As per the BAB's Constitution, there are 3 classifications for Association Membership, these are "Full", "Probationary" and "Associate". With regards insurance, the term "Association" applies to all classifications.*

The following insurance policies are currently in operation within the BAB:

Civil Liability Insurance for **The BAB, covering employees, committee members & volunteers**. See section 4 for more information.

Civil Liability Insurance for **BAB Associations, covering employees, committee members & volunteers**. See section 5 for more information.

Civil Liability Insurance (including professional indemnity cover) for **BAB Instructors who take charge of classes**. Also, **free liability cover for Instructors who only assist with classes**. See section 7 for more information.

Personal Accident Insurance (covering permanent disablement & death) and Member to Member Insurance for **students of BAB registered Associations**. See section 8 for more information.

1.4 **How to get Additional Cover & “Opting Out” of the BAB’s Policies**

The BAB’s intention is to provide the most cost effective insurance solutions, based upon membership demand. It is therefore inevitable that some Associations may have unique requirements over and above the basic policies offered via the BAB. Where there is a need for additional insurance, Associations should submit their requirements in writing to the BAB Secretary. If it is judged that the addition would benefit the majority of members (at least 75% of the membership), the BAB will liaise with the Insurance Brokers to negotiate an extension to the existing policy. If it is judged to represent a unique requirement, the Association will be given contact information with the aim of setting up a separate policy direct with an Insurance broker.

Associations may source insurance via alternative suppliers (with the exception of student & Association insurance as this is incorporated within the BAB’s membership package), although the BAB enjoys competitive pricing due to volume sales.

However, any alternative policies must provide, as a minimum, the same cover as BAB policies and must be approved by the BAB before opting out of the BAB’s policies.

Copies of alternative policies should be submitted to the BAB Secretary, for consideration by the BAB’s Insurance advisors, no later than 30th September. If approved, Associations must continue to operate within the existing BAB policy until the expiry date is reached (end February).

1.5 **Annual Policy Renewal Process, Changes & Proof of Cover**

1.5.1 All master BAB insurance policies brokered via Perkins Slade expires on 1st March each year.

1.5.2 At least 2 months prior to the master renewal date, the BAB will initiate the policy review process. This will be undertaken by individual(s) appointed by the BAB Management Team who will undertake the review, liaise with insurance brokers and submit recommendation to the Management Team for approval.

Associations who wish to propose changes to an existing policy should submit details in writing to the BAB Secretary no later than 30th September.

1.5.3 Insurance brokers are not prepared to commit to premium prices more than 6 weeks prior to the renewal date. Therefore, it will not be feasible for the BAB to communicate any changes to pricing or terms until Early February.

In the event of any changes, a rapid communication will be sent to each Association. It is the responsibility of Associations to ensure that relevant parties within their own organisations are advised of any changes (see section 3).

1.5.4 **Proof of Cover**

Perkins Slade produce certificates confirming group policies held with the BAB and a summary of cover. The BAB Secretary sends copies of these certificates to each Association when received from Perkins Slade. The BAB & Perkins Slade are awaiting a copy of the full policies from Royal Sun Alliance. This document provides a summary of cover for each policy. If further evidence or clarification is required, Association representatives should contact the BAB’s Insurance Officer (see section 9).

Instructors and students receive a blue certificate as proof of payment for insurance cover.

SECTION 2 (Issue 2.0)

2. MANAGING OPERATIONAL RISK

Importance of Managing Operational Risk

2.1.1 In recent years, the insurance market has seen a massive increase in the volume and nature of claims; this, combined with financial pressures and legislative pressures, has caused insurance providers to become far more risk-conscious than ever before.

In particular, the Liability market has been most affected given the heightened public awareness of “the right to sue”.

It is therefore not surprising that Insurance premiums are spiralling upwards and increasingly, providers are refusing to even consider certain risks.

Within British Aikido, this trend is also evident. The growing number of personal accident claims reached a point to the extent that the relative price increase is no longer financially viable. This resulted in the withdrawal of the “temporary disablement” element of the cover.

It is reasonable to assume that the more claims made, the more prices will increase. A really unsatisfactory history may even result in providers refusing to offer insurance at all.

This change in attitude has brought about significant changes for the BAB’s renewal process.

Whereas traditionally, the process would have involved no review process and pricing was relatively stable, the recent renewal process involved extensive discussions with Perkins Slade, numerous changes and greater scrutiny of the overall operations of the BAB and associated functions. In fact, Associations & Instructors were asked to sign declaration forms for the first time and questions have been asked regarding Health & Safety practices.

Whilst this review appeared onerous and resource-hungry, it also proved beneficial in highlighting uncovered risks and enabled us to establish a closer working relationship with Perkins Slade.

It did however highlight the need for greater awareness and understanding of risk management within the BAB’s Aikido framework, particularly at Association & Instructor level.

Potential Liability Risks in Aikido

2.2.1 Who May Sue Whom?

There is a misnomer amongst the BAB fraternity that when someone sues for negligence, only 1 party will be liable. This is certainly not the way things are going in practice. In one case, involving an injured football player, resulted in the referee, the club and the Governing Body all being sued for negligence.

When you look at the players in the internal Aikido framework, there is plenty of opportunity for such a “field day”. Add to this the potential players in the external environment, and the exposure is almost frightening (see below):

<i>Internal Players</i>	<i>External Players</i>
The BAB (officers etc)	Spectators
Association (officers etc)	Parents / guardians
Club (officers, officials etc)	Landlords
Instructors & Assistants	Hirers
Students	Suppliers
	Police / courts
	NHS

2.2.2 Why Might They Sue?

Given the amount of legislation and regulation increasingly being imposed on Aikido and other sports, the risk of litigation is growing significantly by the day. In fact until recently, all martial arts have been viewed in the same light and have been classified as “very high risk”. This is mainly due to a lack of understanding of the various arts & styles and difficulties in recognising the official regulatory bodies from the unofficial ones.

However, at last, insurance companies are finally taking the time to differentiate Aikido and recognise the BAB as the only regulatory body for British Aikido. Eventually, Associations who are not BAB members are likely to find themselves disadvantaged when it comes to insurance.

Traditionally, when someone is looking to sue in Aikido, it is usually as a result of sustaining an injury. However, there are countless other opportunities to sue:

- Damage to property
- Slander / libel
- Misuse of data
- Child abuse
- Misleading advertisements
- Inappropriate instruction / coaching
- Sexual abuse
- Racial abuse
- Physical abuse
- Bad advice
- Failure to act
- Competition fixing
- Misuse / misappropriation of funds
- Incompetence (administration, coaching etc)

This list is by no means exhaustive, but serves to illustrate the extent to which the opportunity for litigation exists. Now multiply these by each of the players listed in 2.2.1 above, and this should give you a feel for why risk management is an important matter for everyone.

2.3 Guidelines for Mitigating Risk in Aikido

2.3.1 Insurance companies & legal bodies will look more favourably upon organisations that bother to undertake risk assessments and put in place preventive measures to minimise risk and losses.

2.3.2 In mitigating risk, there are 2 key considerations:

- RISK ASSESSMENT & PREVENTION (how to avoid an incident occurring in the first place).
- LOSS MITIGATION (minimising the impact of an incident after it has occurred)

Also, there are 2 main types of risk that Aikido organisations need to consider:

Liability risks (risk of legal action).

Operational risk (risk of significant loss that may seriously impact upon the performance of the organisation).

Whilst Associations are urged to focus particularly upon liability risk, it is well worth considering reviewing their exposure to operational risk when undertaking a risk assessment.

2.3.3 Risk Assessment & Prevention

Whilst it is impossible to prevent every potential incident occurring without shutting down your operations completely, it is certainly possible to reduce the level of risk by devoting a little time and common sense to a simple risk assessment exercise.

This involves identifying potential incidents, then coming up with a control or action that may prevent the risk from occurring. Being able to evidence that you actively undertake a risk assessment and review your controls annually, will be viewed favourably by insurance companies. It may well make a difference to the outcome in the event of a claim.

Appendix A offers an example of potential liability risks in Aikido & suggests some controls that may be used as a means to preventing the risk from occurring in the first place. However, this is not an exhaustive list – you may undoubtedly come up with more when considering your own organisation. Also, consider undertaking assessments at club level at least once per year. Obviously, you need to balance the extent of your controls against the likelihood of the risk occurring and likely impact of an incident.

Do not put all of the responsibility at Association level. It is essential that instructors and students understand that they have certain responsibilities for mitigation of risk, particularly with regards to health & safety. Consider using notice boards and membership books to communicate rules and responsibilities on health & safety. Remember, if all responsibility remains at Association level, then so does all the risk of litigation.

Associations are advised to have Operating Guidelines that lay out to Instructors & Officers the Association level rules, responsibilities and procedures. These need to demonstrate that the Association embraces BAB rules & guidelines. This is a key tool for demonstrating where responsibilities lie and have been instrumental in previous claims being dropped.

The BAB has produced a template document for Associations to use as a guideline for developing their own local operating manuals. This is available, on request, from the BAB Secretary. The BAB's coaching team is also working on guidelines that will aid this process.

2.3.4 Loss Mitigation

As mentioned earlier, despite your efforts to put controls in place to prevent incidents from occurring, they cannot be ruled out. It is therefore worth considering what actions may be taken to minimise the financial impact of a loss emanating from a claim.

Actions to consider include:

- ◆ *Insurance.* Legal expenses and compensation payouts have reached massive proportions, to the extent that organisations and individuals have been bankrupt following a single incident. Ensure that all players within your Association have adequate liability cover at all times.
- ◆ *Effective claims handling.* As outlined in section 2.4, it is critical that all incidents, regardless of whether there is an indication of intent to sue, are recorded, witnessed and reported immediately. It is also essential that a review is undertaken and actions implemented immediately to prevent the incident from recurring. This action could well make a significant difference to the outcome of a claim.

Clear lines of responsibility. Ensure that all players (officers, instructors, students & spectators) fully understand where their responsibilities lie in terms of minimising risk. Associations are urged to spread risk across the instructor and student base by having clearly defined & documented rules and procedures that everyone in the organisation must sign up to. It is important to also consider behavioural control – a “code of conduct” is a good way for everyone to understand the ethics and culture within the Association. Work on creating a culture that promotes a safe environment that is open to all. You may well be asked for copies of your rules, procedures, guidelines etc in the event of a claim.

Clean “Track Record”. Obviously, individuals & groups with a history of multiple or major incidents will be looked on less favourably than those with no claims history. Associations are therefore urged to closely monitor & analyse their historic incident trends, identify any individuals or clubs with multiple incidents and take action to redress the situation.

2.3.5 Operational Risk

This document focuses particularly on liability related risk, due to the trend for increasing liability claims. However, Associations may also wish to consider including “operational risk” when undertaking a risk assessment. This is really about having adequate contingency plans in place for dealing with potential “disasters”. Areas to consider are:

- ◆ *Loss of key people.* What contingency plans are in place to ensure that operations are not severely disrupted if the Association Head, Secretary or other key personnel are suddenly lost?
- ◆ *Loss of key systems / data.* What back-up systems or processes are in place to ensure that lost data / systems may be retrieved?
- ◆ *Major damage (or loss) to premises, mat and other key equipment.* What replacement facilities / equipment may be utilised & how quickly?

2.4 **Incident Management & Reporting**

2.4.1 This section provides an account of the actions that need to be taken in the event of a potentially litigious “incident” (e.g., injury, damage to third party property, libel, etc). It is important that everyone within the Association (officers, instructors & students), are made aware of these responsibilities and the Association is responsible for ensuring that appropriate processes are in place for ensuring that these requirements are met

2.4.2 Incidents

On 26h April 1999, the Civil Justice System changed with regard to the manner in which insurance claims from third parties should be dealt with. These changes are known as the “Woolf Reforms” and their intention is to resolve disputes more quickly & efficiently.

Strict timescales are now in place to direct the handling of claims, and if these are not adhered to, it may mean insurers will be obliged to admit liability and pay the claim.

Therefore, it is important that:

- ◆ Every incident that may potentially result in a claim must be investigated immediately (whilst those involved, including witnesses, have a clear idea of the circumstances). A written report must be produced (signed by witnesses). Appendix G provides a guideline produced by Perkins Slade on the types of incidents that must be reported and what should be included in the report.
- ◆ The investigation should identify the cause of the incident and take immediate action to prevent the incident of recurring. Details of this action should be recorded within the report.
- ◆ A copy of the report should be submitted to the BAB’s Insurance Officer (see section 9) within 4 weeks of the incident date. The BAB will forward a copy of the report to the Insurance Broker. Note: the law permits someone to sue up to 3 years following an incident. It is therefore vital that records are retained for at least 3 years. The BAB will retain a copy of the report for 4 years from the date of receipt; it will then be destroyed.

NOTE: Failure to report the types of incidents outlined in Appendix G may be deemed to compromise the terms & conditions of the insurance policy and may therefore result in the rejection of a claim.

2.4.3 Indication / Notice of Intention to Sue

In the event that a student, instructor or officer is given an indication (whether verbal or in written form), of the intention of being sued in relation to their Aikido activities, they should proceed as follows:

- ◆ DO NOT comment on the case to anyone other than the BAB’s Insurance Officer, BAB Secretary or representatives of the defendant’s Insurance Broker. All dialogue with third parties (particularly solicitors and representatives of the claimant), must be referred to the Insurance Brokers acting for the defendant.
- ◆ Contact the BAB’s Insurance Officer or BAB Secretary **immediately** (preferably by telephone), with a detailed account of what has been said, plus an account of the incident and when incident report would have been sent. Also submit a written account, together with a copy of the insured person’s insurance certificate. The reports should provide full particulars of any claims or circumstances that may give rise to a claim. Submit both copies direct to the BAB Secretary (see section 9).

Every writ, letter, claim summons, etc must be sent direct to the insurers upon receipt.

Written notice must be given to the insurers immediately (copy BAB Secretary) where there is knowledge of any prosecution, inquest or enquiry in connection with any circumstances, which may give rise to liability under a BAB policy.

2.4.4 *What Happens Next?*

- ◆ The BAB will inform the insurance broker who will then take up all correspondence on behalf of the insured.
- ◆ The insurance broker will send out a questionnaire for completion by the defendant. Where an incident report was completed, ensure that this is copied and submitted with the questionnaire. An investigator may arrange a visit to discuss the incident. Every co-operation must be afforded the representatives of the brokers as failure to do so may jeopardise the outcome.
- ◆ Once the insurance brokers acknowledge a claim, all communication from that point will be direct between the insured and the broker, not via the BAB.
- ◆ Sometimes, the BAB and or the Association may be called upon to answer questions or pass comment. Where the request is from someone other than the insurance broker acting for the defendant, no information should be given. Refer the call to the insurance broker or the BAB's Insurance Officer.

SECTION 3 (Issue 2.0)

3. RESPONSIBILITIES & CONSIDERATIONS

3.1 Introduction

3.1.1 The aim of this section is to:

- ◆ Clarify the role and responsibilities of the Insurance brokers and the various players within the BAB's infrastructure with regards insurance.
- ◆ Provide an overview of the general inclusions & exclusions that need to be born in mind with regards the existing BAB policies.
- ◆ Present the position of the current insurance providers with regards the use of weapons in Aikido.

3.1.2 This section addresses the broader considerations that are pertinent to all forms of cover. Further details of exclusions are outlined within the sections covering each of the current policies.

3.2 Roles & Responsibilities

3.2.1 Section 2 explained why every level within the BAB's Aikido infrastructure has a role to play with regards mitigating risk. Like-wise, there are also key responsibilities in terms of the selling & administration of insurance.

In the past, some Associations have unwittingly believed that the BAB has held all of the responsibility with regards insurance. In fact, it is Associations & Club Instructor's that have the greatest level of responsibility, as shown below:

<i>"Player"</i>	<i>Role / Responsibility</i>
Insurance Broker	<ul style="list-style-type: none"> ◆ Interface with the BAB & the Insurance provider ◆ Co-ordinate claims activity & act as an intermediary between claimants & defendants. ◆ Negotiate terms & pricing for policies (new & renewals). ◆ Provide expert advice to the BAB on insurance matters.
The BAB	<ul style="list-style-type: none"> ◆ Define insurance requirements within the BAB membership with a view to providing "block policies" that meet the needs of the majority of the membership (at least 75%). ◆ Source cost-effective insurance solutions on behalf of the BAB membership. ◆ Administer insurance premiums & claims for BAB "block policies" on behalf of Associations. ◆ Provide support & guidance to BAB Associations on insurance. ◆ Establish policies and procedures aimed at the prevention & mitigation of mitigating risk. ◆ Communicate details and changes on insurance policies & procedures to Associations. ◆ Report known incidents to the insurance brokers. Liase with Associations on incidents, ensure that adequate preventive action has been taken. <p>Liase with Associations & brokers with regards claims. Undertake incident trend analysis and take action to address unacceptable trends within Associations.</p>

Associations	<ul style="list-style-type: none"> ◆ Ensure that students, clubs instructors & officers within the Association have adequate insurance cover, at least meeting BAB minimum standards. ◆ Establish rules, procedures & guidelines to be followed by clubs, instructors, officers & students. These should embrace BAB policies & guidelines in relation to insurance & the prevention & mitigation of risk. ◆ Ensure that rules, policies & procedures are actively embraced. ◆ Liase between insured parties within the Association & the BAB on insurance matters. ◆ Ensure that people selling insurance provide accurate information on the terms & conditions of cover and that payments are processed within established time limits. Refer insured people to the BAB's web site for a summary of cover & claims process. ◆ Submit insurance forms and payments from the Association, Instructors and students to the BAB within established time limits. ◆ Ensure that incidents are recorded, reviewed, and adequate preventive action is taken. Ensure that copies of all incident reports are submitted to the BAB. <p>Undertake incident trend analysis and take action to address unacceptable trends within clubs or with individuals.</p>
Clubs / Club Instructors	<p>Ensure that instructors and students practising at the club or dojo, have adequate insurance cover at all times.</p> <p>Ensure that instructors & students actively embrace rules, policies & procedures, particularly in terms of health & safety.</p> <ul style="list-style-type: none"> ◆ Provide accurate information when selling insurance. Ensure that payments and documents are submitted to the Association within agreed time limits. Refer insured people to the BAB's web site for a summary of cover & claims process. <p>Refer any queries on insurance matters to the Association.</p> <p>Report all incidents immediately to the Association. Ensure that details of the incident are recorded immediately and signed by witnesses. Take immediate preventive action where feasible.</p> <p>Immediately advise the Association if there of any known intent to sue.</p> <p>Submit any claim forms to the Association.</p>
"Students" (including instructors practising in a student capacity)	<ul style="list-style-type: none"> ◆ Ensure that insurance is kept up to date. ◆ Acknowledge responsibility for avoiding risk & actively embrace club / Association rules. ◆ Refer any questions on insurance to the Club instructor (not the BAB or insurance broker). ◆ Immediately report any incidents to the club instructor.

3.3 Important Considerations

It is important to remember that whilst the BAB endeavours to source insurance policies that meet most of the requirements of most Associations, the diverse nature of the Association population such that for some, there may be a requirement for extended cover.

It is therefore important that Associations fully understand what is included & excluded in the current policies, in order that they may identify any gaps. This section outlines some

general considerations in understanding what is covered today. However further considerations are detailed within the sections on specific policies.

Important considerations are:

BAB policies only cover the practice of Aikido, as approved by the BAB. They do not cover the use of “live weapons” (see section 3.4), full contact technique or any other martial art (unless the art has been approved by the BAB as a related form of Aikido).

All BAB insurance policies are only available to current members of the British Aikido Board and their associated members that are UK residents (e.g., not short-term visitors to the UK). Cover for UK resident’s is worldwide in respect of their Aikido activities (however, it does not include travel insurance).

NOTE: In the event that an Association resigns or exits the BAB, all BAB insurance cover held by the Association and it’s members will be invalidated from the date of exit.

BAB policies operate under a “**claims made basis**”. This means that a claim must be made under the policy in place at the time that the incident was reported to the insurance company. **It is therefore essential that all incidents that may potentially result in a claim (see Appendix G) be reported immediately to the BAB, who will then appraise the Insurers.**

BAB liability policies also require that “no admission, promise or indemnity must be made by the Insured in the event of a claim”. To breach this requirement may jeopardise a claim, hence the advice in section 2.4 (“notice of intention to sue”).

The Insurance Brokers have been given the following profile of a typical BAB club:

- All affiliated to the BAB
- All “low-contact” based
- Only use wooden knives, swords and sticks, unless for Iaido (see 3.4)
- No paid employees
- All sell goods
- Instructor qualifications & insurance mandatory
- Associations implement BAB rules & policy

If any Association feels that they do not fully fit this profile, it may be that they will need to consider some form of extended cover, in which case, contact the BAB’s Insurance Officer for advice.

Note: Associations are required to advise the BAB (who will, in turn, advise the insurance broker), of any material fact or alteration in their business / operation during the course of the year.

- ◆ Perkins Slade identified the following areas of “uninsured risk” (where current BAB policies do not cover these risks), that Associations may wish to consider adding on to their existing cover:
 - *Employer’s Liability:* Covers legal liability for damages & legal costs arising out of death or bodily injury caused to employees in the course of their employment. This is a statutory requirement for any employer.
 - *Assets:* Covers accidental loss or physical damage to equipment for which you own or are responsible. Loss of income cover following a material damage claim is also available.
 - *Computer:* Covers computer hardware & software to protect against physical damage to equipment increased cost of working & reinstatement of data.

- *Legal Expenses*: Covers the costs of defending or prosecuting actions, which may involve employment disputes, property problems or tax enquiries.

Remember, the BAB has decreed that:

All coaches must be 18 years or over and are required to hold current BAB approved Instructor's insurance cover.

All students must hold current BAB approved "member to member" liability insurance cover.

All Associations must have Civil Liability Insurance cover, approved by the BAB.

- ◆ All premiums quoted are inclusive of IPT (tax).

3.4 Use of Weapons

Perkins Slade advise that with the exception of Iaido practice, they are not prepared to provide cover where "live weapons are used". These are defined as:

Instruments made of sharp metallic substances, where attempts are made to make contact with an opponent. For example: Swords, knives, metal batons, etc. *Note: The practice of Iaido is permitted under restricted conditions see 3.4.2.*

Projectiles & missiles, such as throwing knives, guns, spears, arrows, catapults etc.

Gasses (whether designed for personal protection or not), directed at opponents.

Any sharp none-metallic instrument that may penetrate an opponent's body upon contact. For example, wooden or plastic knives, swords, etc that have sharp points or edges or are broken.

The use of metal swords would be covered for Iaido practice, provided that the following conditions are met:

- ◆ Iaido practice is fully supervised by a BAB qualified Instructor.
- ◆ Only classical Iaido is practised (e.g., the practice of drawing the sword, performed by a single student with no other party involved).
- ◆ No other activities are to take place in the dojo at the same time.
- ◆ Any spectators are kept a safe distance away from the practice area.
- ◆ Each student to be allocated a safe practice area.
- ◆ Swords to be safely & securely stored when not in use. They should not be worn off the mat or when Iaido is not being practised.

3.4.3 **NOTE:** Associations & instructors are reminded that swords, knives (& even wooden weapons), are classified as “offensive weapons” under the Prevention of Crime Act 1953. Under section 1 of this act, it is a **criminal offence** to be in possession of an offensive weapon in a public place. The law states:

“Any person without lawful authority or reasonable excuse, the proof whereof shall lie with him/her, in a public place any offensive weapon, shall be guilty of an offence”

The BAB has consulted the police on this matter who provide the following guidance:

- ◆ All weapons (wooden or otherwise) should be concealed from public view and access. For example, stored or transported in a covered container.
- ◆ Students should carry their membership card when intending to practice with a weapon. Instructors should endeavour to provide advance notice of the need for students to carry weapons for a lesson.

SECTION 4 (Issue 2.0)

4. INSURANCE FOR THE BAB

Introduction

- 4.1.1 This section provides a summary of the “Civil Liability” insurance policy currently held to protect the interests of the British Aikido Board.
- 4.1.2 The Insurance Broker is Perkins Slade. Their reference is BRIT03WL02.
- 4.1.3 The Insurer is Royal Sun Alliance. The policy number is 37L/GA00004416.

4.2 Who is Covered?

The British Aikido Board, its employees, committee members & volunteers.

Summary of Cover

- 4.2.1 Covers any authorised / recognised activity of the BAB.
- 4.2.2 Civil Liability to pay damages in respect of claims made against the insured arising out of conduct of the Organisation and notified to the company during the Period of Insurance.
- 4.2.3 Legal Liability for claimants associated costs & expenses.
- 4.2.4 **MAIN FEATURES:**

- ◆ *Public Liability:* Accidental bodily injury to third parties and/or damage to third party property arising out of the Insured Activities. Includes:
 - a) Indemnity to Principals
 - b) Liability for damage to leased, hired, or borrowed premises
 - c) Cyber liability.
- ◆ *Products Liability* Accidental bodily injury to third parties and/or damage to third party property arising out of any goods sold or supplied by the Insured.
- ◆ *Professional Indemnity.* Loss [financial or otherwise] arising out of Errors and Omissions [e.g. bad advice or failure to act.]
- ◆ *Libel and Slander.* Includes defamation, which is vital in relation to the consequences of allegations of abuse.
- ◆ *Directors' & Officers' Liability.* Legal Liability protection in respect of mismanagement.
- ◆ *Employers Liability.* Covers legal liability for damages and legal costs arising out of death or bodily injury caused to employees in the course of their employment with the insured.

4.2.5 PRINCIPAL EXCLUSIONS

- ◆ Liability arising out of:

- [i] The ownership, possession or use of any mechanically propelled vehicle.
- [ii] Product guarantee or recall, repair or replacement.
- [iii] The inability of any computer or computer equipment to recognise a change of date.
- [iv] Medical malpractice.

Liability for:

- [v] Injury to employees.
- [vi] Damage to own property.

- ◆ This is not a legal expenses policy. See section 3.3.3 on “uninsured risks” for details on available legal expenses insurance.

4.2.6 IMPORTANT NOTES

- [1] The policy is written on a **claims made basis** which means that for the policy to respond, a claim should be notified under the policy in force at the time you first become aware a claim may be made against you.
- [2] The policy states that no admission; offer, promise or indemnity must be made by the Insured in the event of a claim.
- [3] It is your responsibility to advise us of any material fact or alteration to your business in the year.
- [4] It is important to report every incident to Perkins Slade Ltd and to maintain an accident record book

4.2.7 LIMITS OF INDEMNITY

Civil Liability:	£5,000,000 any one occurrence.
Products Liability:	£5,000,000 in any one period of insurance.
Employers Liability:	£10,000,000 in any one period of insurance.

PREMIUM

A single premium is payable for 12 months cover each year. The policy expires at the end of February. Current premium price is listed on the BAB web site (see appendix B).

4.3 Application / Renewal Process

- 4.3.1 8 weeks prior to the expiry date of the policy, the BAB Management Team should appoint someone to re-negotiate the terms of the new policy.
- 4.3.2 Once the new policy is in place, an invoice will be sent to the BAB Secretary for payment. Insurance cover will be initiated from the point of payment.
- 4.3.3 The Insurance Broker will submit a certificate confirming cover to the BAB Secretary for retention.

4.4 Claims Process

- 4.4.1 Refer to section 2.4 for guidelines. Should the BAB, its officers, volunteers or employees, be involved in an incident that may potentially result in legal action in respect of duties undertaken on behalf of the BAB, or, should notice be given of the intent to take legal action against the insured, the Chairman (or Vice-Chairman), must be notified immediately.
- 4.4.2 The BAB Secretary is responsible for ensuring that the Insurance Broker is notified immediately of any incidents and notices to sue.
- 4.4.3 All affected parties are responsible for compliance with the guidelines & procedures outlined in section 2.4.
- 4.4.4 The BAB Chairman and BAB Secretary is be kept fully informed of progress in relation to any claims in progress.
- 4.4.5 The BAB Chairman is responsible for ensuring that all incidents are fully investigated immediately and reported in line with the guidelines in section 2.4. The Chairman is also responsible for ensuring that, where feasible, appropriate preventive action is taken following an incident to prevent recurrence.

SECTION 5 (version 2)

5. INSURANCE FOR BAB ASSOCIATIONS

5.1 Introduction

- 5.1.1 This section provides a summary of the “Civil Liability” insurance policy currently held to protect the interests of Associations that are registered members of the British Aikido Board. Note: this insurance covers all classification of Association membership (Full, Associate & Probationary).
- 5.1.2 The BAB has decreed that it is now a mandatory requirement of Associations to have Civil Liability insurance, as approved by the BAB.
- 5.1.3 The Insurance Broker is Perkins Slade. Their reference is BRIT03WL03.
- 5.1.4 The Insurer is Royal Sun Alliance. The policy number is 37L/GA00004416.

5.2 Who is Covered?

Registered Association Members of the BAB, their committee members & volunteers.

5.3 Summary of Cover

- 5.3.1 As per BAB cover (see section 4.3), excluding employers liability.
- 5.3.2 Cost is included within the annual Association membership fee.
- 5.3.3 Associations are advised to also review section 3.3 & 3.4 to establish whether they may need to consider extended cover where their activities are outside the remit of this policy.

5.4 Application / Renewal Process

- 5.4.1 No application necessary – all current member Associations are automatically covered upon payment of their annual Association fee or on receipt of their signed standing order mandate
- 5.4.2 Associations will be advised of any changes in the insurance meeting when the policy is renewed in February each year.

5.5 Claims Process

- 5.5.1 Refer to section 2.4 for guidelines. Should the Association, it’s officers, volunteers or employees, be involved in an incident that may potentially result in legal action in respect of duties undertaken on behalf of the Association, or, should notice be given of the intent to take legal action against the insured, the Association Head, must be notified immediately.
- 5.5.2 The Association must notify the BAB Secretary immediately of any incidents and notices to sue. The BAB Secretary will notify the Insurance Broker.
- 5.5.3 All affected parties are responsible for compliance with the guidelines & procedures outlined in section 2.4.
- 5.5.4 The BAB Secretary is to be kept fully informed of progress in relation to any claims in progress.
- 5.5.5 The Association Head is responsible for ensuring that all incidents are fully investigated immediately and reported in line with the guidelines in section 2.4. The Association

Head is also responsible for ensuring that, where feasible, appropriate preventive action is taken following an incident to prevent recurrence.

5.4 **Frequently Asked Questions**

Q. I already have insurance for my Association – do I have to take out the BAB's insurance?

A. The BAB elected that the cost of Association insurance will be factored into the Association fees. If you wish opt out of the BAB's scheme & source an alternative insurance policy, see section 1.4.

Q. This policy does not cover all of our activities – can the BAB policy be extended to cover them?

A. The BAB policy aims to accommodate the generic needs of Associations and uses the combined “buying power” of the BAB to negotiate favourable premium rates. They do not have the resources to manage any special circumstances that may only benefit a few Associations. As outlined in section 3.3., raise your request with the BAB initially, if it is deemed that the extension would not benefit the majority of the membership, you will be given a contact number at Perkins Slade to arrange the cover direct with them.

Q. If my Association resigns from the BAB, are my Instructors, students & clubs still covered?

A. No. All cover hinges on the Association to which the club, instructor or student is registered being members of the BAB. Unless your members or clubs re-registers with another BAB Association, their cover will be invalidated.

SECTION 6 (*Issue 2.0*)

6. INSURANCE FOR CLUBS

6.1 Introduction

- 6.1.1 There is no longer a separate policy for insuring clubs. This is because Instructor's Civil Liability Insurance now covers club Instructors for 3rd party liability and all other liabilities with regards operating their clubs and classes.
- 6.1.2 Providing that an insured Instructor or an Association official signs any 3rd party contract, liability insurance will be invoked.
- 6.1.3 If a club does require cover for officials, administrators etc, they may take out the same cover as Associations by application to the BAB Secretary (see section 5).

SECTION 7 (Issue 2.0)

7. INSURANCE FOR INSTRUCTORS

Introduction

Associations are reminded of the mandatory requirement that all Instructors who take charge of a class, must be 18 years or over and hold BAB approved insurance". Furthermore, from 1st January 2004, all Instructors and assistants must hold a BAB Coach qualification.

In 2004, the BAB introduced full Civil Liability cover for Instructors to cover all liability risks associated with their Aikido activities. This includes professional indemnity cover and 3rd party liability cover. From 2005, Instructor insurance also includes "student" cover (for when practising as a student).

Instructors have several options with regards insurance within the BAB. These are:

- ◆ To register as an "Assist Only" instructor (additional payment would not be necessary for qualified coaches who only wish to assist with classes, providing the conditions outlined in 7.2 are met).
- ◆ To take out "New Member Instructor's Insurance." – where an Instructor does not yet hold a BAB coach qualification of "Coach" or above, but expects to be qualified by the end of the insurance period. Only new probationary Association members may use this during the probationary period, to allow time for their coaches to gain BAB Coach awards.
- ◆ To take out "Full Instructor Insurance." (Where an Instructor holds a BAB Coach qualification of Coach or above),

7.1.3 This section explains each of these options, including a summary of cover, how to apply and the claims process.

"Assist Only" Instructor's

Many holders of the BAB's "Coach" award only assist with instruction, even though they are qualified to take charge of a class. Where these Coaches (or Assistant Coaches), have no intention of taking charge of a class & only require insurance to cover assisting a fully qualified / insured Instructor, there is no need to pay for any additional insurance.

Perkins Slade provides indemnity cover to registered "Assist Only Instructors", at no cost, providing the following conditions are met:

They hold a BAB Coach qualification of "Assistant Coach" or above.

They only work under the direct supervision of a fully qualified BAB Coach who is a current holder of P.I. insurance.

They hold current "Member to Member" liability insurance (blue slip).

The students within the class all hold current "Member to Member" liability insurance.

7.2.3 Registration Process

Instructors who wish to apply for registration, as an "Assist Only Instructor" must complete a declaration form (Appendix D) and submit this to their Association for authorisation. It is the responsibility of Associations to ensure that the requirements outlined in 7.2.2. are met. The declaration form must be retained by the Association for at least 3 years & made available to the insurers in the event of a claim.

Associations are responsible for registering “Assist Only Instructors” by completing the form in Appendix E. A copy should be retained by the Association, the original should be sent to the BAB Secretary.

Insurance will take effect from the date of receipt of the completed form by the BAB Secretary.

- ◆ Associations must notify the BAB Secretary in writing, should there be a need for the register to be updated in any way. These changes will only be reflected from the date the written notification is received by the BAB.
- ◆ There is no charge for registering “Assist Only” Instructors.

7.3 **Insurance for New Member Instructors**

7.3.1 This insurance is only available to instructors of probationary member Associations who must have gained a full BAB Coach Award by the end of the Association’s probationary period.

7.3.2 The cover is as outlined in section 7.4.

7.3.3 The cost of this insurance is higher than that of qualified instructors. See Appendix B for details.

7.3.4 **Application Process**

- ◆ Applicants must complete an “Application Form for New Member Instructor’s. Insurance (Appendix F), the Association must also endorse the form and retain these for at least 3 years. The Association may be asked to produce a copy of this form in the event of a claim.

Applicants must submit full payment to the Association (making cheques payable to the Association, NOT the BAB). See section 10 for the administration process.

7.4 **Full Instructor Insurance**

7.4.1 Only holders of a BAB Coach Award may take out this insurance.

7.4.2 Insurance is provided by Royal Sun Alliance. The policy number is RTT4751. Perkins Slade’s reference is BRIT03KM01.

7.4.3 *Summary of cover* is stated as follows: In the event of negligence of an instructor, which leads to injury or damage or libel to a third party and or 3rd party property. The policy is personal to the instructor, operates wherever instruction is given throughout the world and covers such circumstances as injuries through demonstrations, inadequate supervision or ‘mis-matches’ between grades where the junior grade gets injured.

7.4.4 Limit of Indemnity is £5,000,000.

7.4.5 The policy expires at the end of February each year. Premiums are calculated on a quarterly pro-rata basis (see Appendix B).

7.4.6 **Application Process**

Associations are responsible for ensuring that Instructors Insurance is only issued to applicants who meet the specified criteria. The administration process is outlined in section 10.

7.5 **Frequently Asked Questions**

Q. *I sometimes teach Aikido abroad, will I be covered?*

A. Yes. However, you are only covered for professional indemnity cover. You are also advised to take out the usual travel insurance for flight cancellations, medical insurance etc.

Q. *We sometimes have visiting instructors from overseas. May we sell them BAB insurance?*

A. If they are only visiting the UK (e.g., they are not a permanent resident or do not have a work or study permit), they **cannot** be covered by BAB insurance. They should be advised to take out the required insurance in their own country.

Q. *I sometimes teach "self-defence", am I covered?*

A. You are only covered to teach Aikido. If you teach Aikido as a form of self-defence, you will be covered.

Am I covered for hire of property or against damage to my own property?

A. Full Instructors Insurance includes third party liability against damage to property that you hire and is in your personal charge. Alternatively, Association Insurance includes 3rd party liability, therefore if the Association signs a contract with a hirer, they will be covered.

You are not covered for damage to personal property (e.g. sticks, bokens, office equipment etc) under any BAB policy.

B. SECTION 8 (Issue2.0)

7. INSURANCE FOR STUDENTS

Introduction

8.1.1 This section provides a summary of the “Member to Member Liability & Personal Accident” insurance policy currently held to protect the interests of students that are members of Associations, which are current registered members of the British Aikido Board. Note: this insurance covers all classification of Association membership (Full, Associate & Probationary).

8.1.2 The BAB has decreed that it is a mandatory requirement of all students to hold current Member to Member Liability insurance, as provided by the BAB. The BAB’s package also provides personal accident cover.

8.1.3 The Insurance Broker is Perkins Slade. Their reference is BRIT03CB03.

7.1.1 The Insurer is Royal Sun Alliance. The policy number is RKK18183608.

8.2 Who is covered?

All members of a currently registered BAB Association that hold a valid Association membership licence and has paid (via the Association), the appropriate premium. Note: personal accident insurance is not available for a student over 65 years, but member to member liability cover is not age restricted.

8.3 Summary of Cover

-Member to Member Liability

Provides an indemnity for students in respect of legal liability to pay damages & costs awarded by the Courts for injury to other members.

The Limit of indemnity is £2,000,000 any one occurrence.

The policy is written on a “claims made” basis, therefore, only covers claims notified to the insurers during the current period of insurance.

-Personal Accident

Covers students up to 65 years, involved in activities associated with membership of the Association anywhere in the world. Benefits include:

a) Accidental Death £30,000

b) Accidental Death (U16yrs) £ 2,000

c) Permanent Total Disablement from any gainful occupation for which he / she is fitted for by education, training or knowledge, including loss of eye(s) and / or limb(s).
£50,000.

The current premium charge is outlined in Appendix B.

8.3 Application / Renewal Process

8.3.1 Associations are responsible for ensuring that all students hold valid cover at all times. Associations may choose their own method of charging students for insurance, most wrap this up within their Association membership fee.

8.3.2 No application form is required from students.

8.3.3 See section 10 for the administration process.

8.4 Claims Process

- 8.4.1 With regard to claims under “Member to Member Liability” cover; refer to sections 2.4 and 5.5.
- 8.4.2 Claims under “Personal Accident” cover are time critical. Associations are advised to hold stocks of claim forms and supply these to Instructors so that they may be issued immediately to a student should they request a form. Forms are available from the BAB Secretary. **REMEMBER:** personal accident now only extends to very serious injury (resulting in permanent disability or death).
- 8.4.3 The student is advised of the need to complete the form, supply a medical certificate and submit this to the Association for authorisation. These should then be posted immediately to the BAB Secretary. If there is any delay in this process, the BAB Secretary should be advised who will then verbally notify the insurers of the impending claim.
- 8.4.4 The insurers will notify the claimant of receipt of the claim. All correspondence thereafter will be direct between the insurers and the claimant.
- 8.4.5 **Remember: all serious incidents must be recorded and reported in line with section 2.4.**

SECTION 9 (version 2.0)

9. CONTACTS

- 9.1 Associations should appoint an Association representative to co-ordinate any enquiries relating to insurance and to report any incidents.
- 9.2 Associations should NOT contact the insurers direct, unless instructed to do so by the BAB. The BAB will provide contact details when a claim is reported.
- 9.3 The main contacts in relation to insurance are as outlined below:

The BAB's Web Site:

www.bab.org.uk

For copies of this document & subsequent updates.

For copies of the policy certificates.

For details of the current premiums.

The BAB Secretary:

Mrs Shirley Timms

6 Halkingcroft, Langley, Slough, SL37AT.

Tel: 01753 577878 (evenings only up to 9.00 p.m.) Fax: 01753 577331

- ◆ For supplies of forms and certificates.
- ◆ All administration relating to insurance, including returns payments & administration queries.
- ◆ Notification of material changes to an Association's operations.
- ◆ Notification of intention to resign from the BAB.
- ◆ Notification of changes to Club and / or "Assist only Instructor" registers.
- ◆ Notification of incidents and intention to sue.

The BAB's Insurance Officer:

Jayne Phelps

46 Minster Drive, Small Heath, Birmingham, B10 0LD.

Tel: 0121 688 5623 (Sat or Sun evenings only from 6.00 p.m. to 8.00 p.m.)

Email: jaynephelps@blueyonder.co.uk

- ◆ General enquiries regarding insurance policies.
- ◆ Requests for policy changes.

- **All contact via Association representatives only please.**

SECTION 10 (version 1.0)

10. INSURANCE ADMINISTRATION PROCESS

10.1 Introduction

- 10.1.1 Associations are responsible for appointing, training and managing a named registrar for the issue and administration of insurance on behalf of their Association.
- 10.1.2 The Association must provide contact details in writing to the BAB Secretary of their named registrar and are accountable for the actions of the registrar in respect of his / her insurance duties.
- 10.1.3 Associations are responsible for ensuring that all members, officers, volunteers and employees are aware of their obligations with regards the selling of insurance, communication of terms and changes and the obligations of the insured.
- 10.1.4 This section outlines the legal obligations of all involved in selling insurance and provides guidance to registrars with regards the administration of insurance.
- 10.1.5 Registrars are encouraged to contact the BAB Secretary for further guidance on the administration of insurance.

10.2 Selling Insurance & The Law.

- 10.2.1 In 2005, the Insurance Industry became regulated under the Financial Services Association (FSA). This introduced strict regulations on all involved in the selling of Insurance for profit.
- 10.2.2 As the BAB does not sell insurance for profit, we have been registered as being exempt from the FSA's regulations.
- 10.2.3 It is therefore imperative that insurance is not sold with any premium. The ideal communication to members is to advise that they are paying for membership of which insurance is included.
- 10.2.4 The Association is responsible for ensuring that those involved in administering insurance never mis-lead or miss-sell insurance.

10.3 Issuing Certificates to Students & Instructors

- 10.3.1 In 2005, the old brown & green slips have been replaced by a single blue slip that certifies cover for both students & instructors. Also, Instructors no longer pay a separate fee for their "student" cover (the old brown slip). They now have a single premium and a single expiry date (always the end of February for Instructors).
- 10.3.2 The blue slips ask for the name of the issuing Association, name of the insured, status, issue & expiry date.
- 10.3.3 The status is very important – you must delete 2 of the options that do not apply. For example, someone who is not looking to be insured as an Instructor or Assist only Instructor must be registered as a student (even if they are a qualified instructor – the status is about what insurance they are looking for, not their qualifications). For student only cover, cross out the other 2 Instructor options.

- 10.3.4 For Assist Only Instructor status, the premium is the same as for the student cover but the applicant must have completed an Assist Only application form that has been approved by the Association and registered with the BAB. These instructors are also covered as students automatically when paying for Assist Only cover. Again, cross out the other 2 options on the slip to record Assist Only Instructor status. The expiry date must always be the end of February.
- 10.3.4 For those requiring full Instructor Civil Liability Insurance, the premiums are pro-rata'd depending on when the insurance is taken out (see BAB web site for current rates). The expiry date is always the end of February. Full Instructor insurance also includes student cover. Associations are responsible for ensuring that Instructors have the relevant qualifications and criteria for this cover. To register full instructor status, cross out the other 2 options on the slip.
- 10.3.5 Individuals should be advised that a copy of the insurance slip is required in the event of a claim or litigation action. They should therefore retain the slip for at least 3 years.

10.4 Completion & Submission of Monthly Return Forms to The BAB

- 10.4.1 As the slips are issued, the Registrar should complete the monthly return form. This requires the name of individual that the slip was issued to (address is not mandatory if the Association retains member contact information for at least 3 years and is able to disclose contact details to the BAB and insurance agents in the event of a claim). It is also vital that the status recorded on the form matches the status on the slip and the fee paid must be appropriate to the status.
- 10.4.2 Individual fees should be paid to the Association – a single cheque should then be raised at the end of the month payable to the British Aikido Board that balances to the total amount due on the monthly return.
- 10.4.3 It is imperative that the monthly return is submitted to the BAB, with the appropriate fee, within 10 calendar days of the month-end. Otherwise, insurance will not be invoked and the registrar and the Association is at risk of libel for mal-administration.

10.5 Obtaining Supplies of Certificates & Forms

The Registrar should contact the BAB Secretary (see section 9).

APPENDICES