

# *The British Aikido Board*



## **INSURANCE GUIDELINES**

*Version 3.1 – December 2012*

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## SECTION 1

### 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 insurance policies have an annual renewal date of 1<sup>st</sup> March.

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 insurance providers are Hiscox Insurance and ACE Europe.

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

- Endsleigh Insurances (Brokers) Ltd (all policies)

#### 1.2 Purpose & Use of this Document

1.2.1 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;

1.2.2 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.

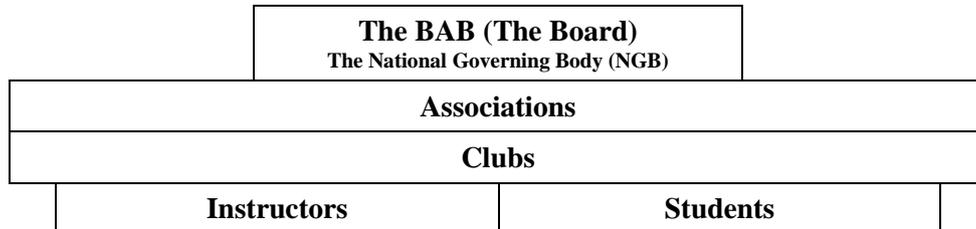
#### 1.2.3 Copies of This Document / Future Reviews

Each Association will be issued with one 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 website ([www.bab.org.uk](http://www.bab.org.uk)) as a free download.

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 website. Association representatives may request hard copies of updates from the BAB Secretary.

### 1.3 **Overview of BAB Insurance Policies**

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



1.3.2 One of the BAB’s ‘Constitutional’ operating principles is to “*give access to insurance, as part of registration for Member Associations, Officers, Coaches, Instructors and Students*” and, whilst it 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. BAB Associations are also responsible for ensuring that all current BAB policy; rules and standards are incorporated within their local operating practices & procedures. For this reason, it is essential that officers, administrators & instructors 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.*

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

- Civil Liability Insurance for **The BAB**, covering its trustees, officers, employees, committee members & volunteers. (See SECTION 4) \*\*
- Civil Liability Insurance for **BAB Associations**, covering their officers, employees, committee members & volunteers. (See SECTION 5) \*\*
- Civil Liability Insurance for **BAB Clubs/Venues**, covering their officers, employees, committee members & volunteers. (See SECTION 6) \*\*
- Civil Liability Insurance (including Personal Accident Insurance) for **BAB Instructors**. (See SECTION 7)
- Civil Liability Insurance (including Personal Accident Insurance) for **BAB Students**. (See SECTION 8)

\*\* **A Registration Form** for listing BAB / Association / Club Officers, committee members, volunteers and other employees is at **APPENDIX E**.

1.3.4 The BAB’s insurance “package” for civil liability and personal accident cover outlined in Clause 1.3.3 above is brokered on the understanding that all Associations accept the policy parameters, requirements, and costs as part of Membership of the BAB.

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

### 1.4.1 Additional Cover

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.

An example of additional insurance recently negotiated with the Brokers, which can be purchased separately by Associations/Clubs/members, is: Club Equipment/Contents Insurance (see **APPENDIX C**).

### 1.4.2 “Opting Out”

Associations and their membership cannot “opt out” of the BAB Insurance “package” as it is an intrinsic part of BAB membership registration.

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

1.5.1 All master BAB insurance policies brokered via Endsleigh expire on 1<sup>st</sup> 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 BAB Executive Committee for approval.

Associations who wish to propose changes to an existing policy should submit details in writing to the BAB Secretary no later than 30<sup>th</sup> 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 normally 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

Endsleigh 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 Endsleigh. 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.

A copy of the full policy wordings is available to download from the BAB website. [www.bab.org.uk](http://www.bab.org.uk)

## SECTION 2

### 2. MANAGING OPERATIONAL RISK

#### 2.1 Potential Liability Risks in Aikido

##### 2.1.1 Who May Sue Whom?

When someone sues for negligence, it is wrong to assume only 1 party will be liable. This is certainly not the way things are going in practice. 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, viz:

<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

##### 2.1.2 Why Might They Sue?

Given the amount of legislation and regulation increasingly being imposed on 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 regulatory body for aikido in Britain.

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)

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The list overleaf 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 2.1.1 above, and this should give you a feel for why risk management is an important matter for everyone.

## 2.2 Guidelines for Mitigating Risk in Aikido

2.2.1 Insurance companies & legal bodies will look more favourably upon organisations that demonstrate a good understanding of risk management, regularly undertake risk assessments, and put in place preventive measures to minimise risk and losses.

2.2.2 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.

### 2.2.3 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.

Risk assessment guidelines are detailed in the **BAB Coaching & Club Handbook**, available to all members through the BAB website [www.bab.org.uk](http://www.bab.org.uk) or it can be ordered in bound hard copy from the BAB Coaching Admin Officer.

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

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communicate rules and responsibilities on health & safety. Remember, if all responsibility remains at Association level, then so does all the risk of litigation.

#### 2.2.4 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:

- ◆ *Effective claims handling.* 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.

#### 2.2.5 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?

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## 2.3 Incident Management & Reporting

2.3.1 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.

### 2.3.2 Incidents

On 26th 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, the insurer’s position could be prejudiced which may result in them being unable to provide indemnity.

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 in the form of the Incident Notification Advice Form at **APPENDIX H** must be produced (signed by witnesses). The incident may also require the injured party to complete a Personal Accident Claim Form as per **APPENDIX I**. **APPENDIX G** provides a guideline 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.**

### 2.3.3 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 BAB’s (e.g. the defendant’s) Insurance

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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.

#### 2.3.4 What Happens Next?

- ◆ The BAB will inform the insurance broker who in turn will notify the insurer and they will then take up all correspondence on behalf of the insured.
- ◆ The insurers will need to investigate the incident and/or instruct an investigator who may need meet with the insured to discuss the incident. Every co-operation must be afforded to any representatives of the insurers in order to assist with their enquiries.
- ◆ 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

### 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"> <li>◆ Interface with the BAB &amp; the Insurance provider</li> <li>◆ Co-ordinate claims activity &amp; act as an intermediary between the insurers &amp; insured.</li> <li>◆ Negotiate terms &amp; pricing for policies (new &amp; renewals).</li> <li>◆ Provide expert advice to the BAB on insurance matters.</li> </ul>
The BAB	<ul style="list-style-type: none"> <li>◆ 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%).</li> <li>◆ Source cost-effective insurance on behalf of the BAB membership.</li> <li>◆ Administer insurance premiums &amp; claims for BAB "block policies" on behalf of Associations.</li> <li>◆ Provide support &amp; guidance to BAB Associations on insurance.</li> <li>◆ Establish policies and procedures aimed at the prevention &amp; mitigation of mitigating risk.</li> <li>◆ Communicate details and changes on insurance policies &amp; procedures to Associations.</li> <li>◆ Report known incidents to the insurance brokers. Liaise with Associations on incidents, ensure adequate preventive action has been taken.</li> <li>◆ Liase with Associations &amp; brokers with regards claims.</li> <li>◆ Undertake incident trend analysis and take action to address unacceptable trends within Associations.</li> </ul>

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

### 3.3 Important Considerations

- 3.3.1 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.

3.3.2 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.

3.3.3 Important considerations are:

- ◆ BAB insurance policies cover the practice of Aikido, as approved by the BAB. They also cover the use of Weapons when practised in accordance with the BAB's Weapons Protocol (see SECTION 3.4), The policies **DO NOT** cover full contact techniques/practice 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 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 are affiliated to the BAB
  - ◆ All practise is “low-contact” based
  - ◆ Weapons are only used in accordance with the Weapons Protocol (see SECTION 3.4 and **APPENDIX B**)
  - ◆ There are no paid employees
  - ◆ All Instructors are CL1 qualified, or above
  - ◆ All Associations/Clubs accept and 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.

- ◆ The following areas have been identified as “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. Specific cover for equipment belonging to a club or association is available and an Application Form is shown at **APPENDIX C** and/or can be downloaded from the BAB website [www.bab.org.uk](http://www.bab.org.uk)
- *Computer*. Covers computer hardware & software to protect against physical damage to equipment increased cost of working & reinstatement of data.
- *Legal Expense*. 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.

### 3.4 Use of Weapons

3.4.1 Endsleigh have agreed with the insurer that cover is included in respect of the use of weapons, including live blades, as part of training, provided all use of weapons is undertaken in strict adherence to the BAB's Weapon Protocol as described in **APPENDIX B** to these guidelines

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.

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## SECTION 4

### 4. INSURANCE FOR THE BAB

#### 4.1 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 Endsleigh Insurances (Brokers) Ltd. Their reference is BRAB02.

4.1.3 The Insurer is Hiscox Insurance. The policy number is HU PI6 1732213.

#### 4.2 Who is Covered?

The British Aikido Board, its officers, employees, committee members and volunteers.

#### 4.3 Summary of Cover and Premium

4.3.1 Covers any authorised / recognised activity of the BAB.

4.3.2 Legal Liability for Compensation and Defence Costs arising out Third Party loss, injury or damage, in connection with the activities outlined in 4.2.1.

4.3.3 Legal Liability for claimants associated costs & expenses.

#### 4.3.4 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) Claims Against Principals
  - b) Liability for damage to leased, hired, or borrowed premises
- ◆ *Products Liability.* Accidental bodily injury to third parties and/or damage to third party property arising out of any goods supplied by the Insured which were sold, manufactured, repaired, installed, erected, altered, cleaned or treated by them.
- ◆ *Abuse:* Legal Liability for any amounts to be paid as Compensation and Defence Costs arising from a claim made by any party for Abuse or Molestation.
- ◆ *Professional Indemnity.* Loss [financial or otherwise] arising out of Errors and Omissions [e.g. bad advice or failure to act]. Cover includes Defamation.
- ◆ *Trustees & Individual Liability.* Legal Liability protection for Trustees, Committee Members, Volunteers, Directors, Employees and Officers in respect of a claim for any alleged act, error or omission arising out of the duties in their capacity as such.
- ◆ *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.

#### 4.3.5 Principal Exclusions

- ◆ Liability arising out of:
  - [i] The ownership, possession, maintenance or use of any aerial device, hovercraft, watercraft, or mechanically propelled vehicle.
  - [ii] Deliberate, Reckless or Criminal Acts.
  - [iii] Computer Virus.
  - [iv] Medical malpractice.
- ◆ Liability for:
  - [v] 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.

#### 4.3.6 Important Notes

- [1] The policy states that no admission; offer, promise or indemnity must be made by the Insured in the event of a claim.
- [2] It is your responsibility to advise us of any material fact or alteration to your business in the year.
- [3] It is important to report every incident to Endsleigh and to maintain an accident record book

#### 4.3.7 Limits of Indemnity

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

#### 4.3.8 Premium

A single premium is payable for 12 months cover each year. The policy expires at the end of February. Premiums for Association insurance are collected via the annual BAB membership invoice issued by the Secretary to all Member Associations.

Premiums for Club Venue and Instructor/Student insurances are collected via Association monthly registration returns submitted to the Secretary.

All premiums are inclusive of Insurance Premium Tax @ 6%.

All Premium rates are published on the BAB's website: [www.bab.org.uk](http://www.bab.org.uk)

### 4.4 Application / Renewal Process

- 4.4.1 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.

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- 4.4.2 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.
  - 4.4.3 The Insurance Broker will submit a certificate confirming cover to the BAB Secretary for retention.

#### **4.5 Claims Process**

- 4.5.1 Refer to SECTION 2.4 for guidelines. Should the BAB, 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 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.
- 4.5.2 The BAB Secretary is responsible for ensuring that the Insurance Broker is notified immediately of any incidents and notices to sue.
- 4.5.3 All affected parties are responsible for compliance with the guidelines & procedures outlined in SECTION 2.4.
- 4.5.4 The BAB Chairman and BAB Secretary are to be kept fully informed of progress in relation to any claims in progress.
- 4.5.5 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.

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## **SECTION 5**

### **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 Endsleigh Insurances (Brokers) Ltd. Their reference is BRAB02
- 5.1.4 The Insurer is Hiscox Insurance. The policy number is HU PI6 1731005.

#### **5.2 Who is Covered?**

Registered Associations of the BAB, their committee members & volunteers.

#### **5.3 Summary of Cover**

- 5.3.1 As per BAB cover (see **SECTION 4.3**), with the following amendments :-
- Employers’ Liability insurance not included.
  - £5,000,000 limit in respect of Civil Liability & Products 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.

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- 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.

## **5.6 Frequently Asked Questions**

- Q.** *I already have insurance for my Association – do I have to take out the BAB’s insurance?*
- A.** Associations and their membership cannot “opt out” of the BAB Insurance “package” as it is an intrinsic part of BAB membership registration.
- 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 Endsleigh 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.

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## **SECTION 6**

### **6. INSURANCE FOR CLUBS**

#### **6.1 Introduction**

- 6.1.1 Under the terms of our civil liability insurance the BAB is required to declare to the Insurance Brokers (Endsleigh) the number of training venues in REGULAR use by Associations. *It is not necessary to declare venues used on an “ad hoc” basis.* The Brokers recognise that venues change frequently, either through closure of premises or through Clubs closing/opening throughout the year. Thus they do not require to know the specific venue details but take account of the Board’s declaration of the number of registered clubs at the time of fixing a renewal premium (presently 1 March each year).
- 6.1.2 The number of venues in use has a direct bearing on the civil liability risk assessment undertaken by the Brokers in fixing the annual premium. Thus, should the number of registered club venues increase during the year by more than 5% the BAB is required to notify the Brokers of this fact in case an adjustment to the premium is necessary.
- 6.1.3 Whilst it is recognised that most venues used by BAB Clubs will be in premises which will be covered by the owners’ own civil liability insurance, this does not negate the civil liability risk to the Club members, instructors and officers/volunteers in the event of an incident or counter claim from the venue owners.
- 6.1.4 It is therefore a mandatory requirement for Associations to register their Club venues for civil liability insurance cover, as approved by the BAB.
- 6.1.5 The Insurance Broker is Endsleigh Insurances (Brokers) Ltd. Their reference is BRAB02
- 6.1.6 The Insurer is Hiscox Insurance. The policy number is HU PI6 1731005.

#### **6.2 Who is Covered?**

- 6.2.1 Registered Clubs of the BAB, their officers, committee members & volunteers.

#### **6.3 Summary of Cover, etc**

- 6.3.1 All other detail is as described in **SECTION 5**, Insurance for Associations.

#### **6.4 Application / Renewal Process**

- 6.4.1 Club venues are registered, as required, on Association monthly returns presently used to notify annual instructor/student membership details to the BAB Secretary, as detailed in **SECTION 10** of these Guidelines. Renewal is due on the anniversary of initial registration.
- 6.4.2 Where a Club venue changes during the year, no additional premium is required but the new venue details should be notified on that month’s Association monthly return.

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## SECTION 7

### 7. INSURANCE FOR INSTRUCTORS

#### 7.1 Introduction

7.1.1 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 1<sup>st</sup> January 2004, all Instructors must hold a BAB Coach qualification.

#### 7.2 Insurance for New Member Instructors

7.2.1 This insurance is only available to instructors of probationary member Associations, and new Clubs joining Associations, who must have gained a full BAB Coach Award by the end of the Association's / Club's probationary period. Registration for insurance on these terms is to be applied for using the Form at **APPENDIX F**.

7.2.2 Summary of Cover is as outlined in **SECTION 4.3**, with the following amendments :-

- Employers' Liability insurance not included.
- £5,000,000 limit in respect of Civil Liability & Products Liability.
- Includes Personal Accident Cover as outlined for Students in **SECTION 8**.

7.2.3 In all other respects the cover is as outlined in **SECTION 8**.

#### 7.3 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 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/do I need to 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.

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

**A.** The Civil Liability insurance includes cover in respect of claims directly or indirectly due to damage to premises rented to you for which you would not be liable other than by the lease or other agreement in place.

Separate, specific insurance is available for your own property, and an Application Form is shown at **APPENDIX C** and/or is available for download from the BAB website. [www.bab.org.uk](http://www.bab.org.uk)

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## **SECTION 8**

### **8. INSURANCE FOR STUDENTS**

#### **8.1 Introduction**

- 8.1.1 This SECTION provides a summary of the civil liability (includes Member to Member Liability) & Personal Accident” insurance policies currently held to protect the interests of students who are members of Associations, that are current registered Members of the BAB. **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 members to hold current Civil Liability insurance, as provided by the BAB. The BAB’s package also provides personal accident cover.
- 8.1.3 The Insurance Broker is Endsleigh Insurances (Brokers) Ltd. Their reference is BRAB02. The Insurers are Hiscox Insurance & Ace Europe. The policy numbers are HU PI6 1731005 and UKBOPC53137, respectively.

#### **8.2 Who is covered?**

All members of a currently registered BAB Association who hold a valid Association membership licence and have paid (via the Association), the appropriate premium. **Note:** personal accident insurance **IS NOT** available for a members **aged 80 or over**, but **civil liability cover is not age restricted**.

#### **8.3 Summary of Cover**

##### Civil Liability (including Member to Member Liability)

This cover is not age related. It provides an indemnity for members in respect of legal liability to pay damages & costs awarded by the Courts for injury to other members and third parties. The Limit of indemnity is £5,000,000 any one occurrence.

##### Personal Accident

Covers members **under age 80** involved in activities associated with membership of the Association anywhere in the world. However, it **DOES NOT** provide Personal Accident cover for members participating as a Full-Time Paid Professional. Benefits include:

- |  |          |
|--|----------|
| a) Accidental Death  | £30,000  |
| b) Accidental Death (U16yrs)   | £ 2,000  |
| c) Permanent Total Disablement other than loss of limbs, loss of sight in one/both eyes, loss of hearing or loss of speech, which prevents an insured person from carrying out any gainful occupation for which he / she is suited by education, training or experience. | £50,000. |
| d) Permanent Disability, including loss of limbs, loss of sight in one/both eyes, loss of hearing or loss of speech which has lasted for 12 months, and from which the insured person will not recover. Up to £50,000.   |          |

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#### **8.4 Application / Renewal Process**

- 8.4.1 Associations are responsible for ensuring that all members 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.
- 8.4.2 No application form is required from students.
- 8.4.3 See SECTION 10 for the administration process.

#### **8.5 Claims Process**

- 8.5.1 With regard to claims under “Member to Member Liability” cover; refer to SECTIONs 2.4 and 5.5.
- 8.5.2 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).
- 8.5.3 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.
- 8.5.4 The insurers will notify the claimant of receipt of the claim. All correspondence thereafter will be direct between the insurers and the claimant.
- 8.5.5 **Remember: all serious incidents must be recorded and reported in line with SECTION 2.3. See also APENDICES H and I.**

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## SECTION 9

### 9. CONTACTS & ENQUIRIES

- 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](http://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  
e-mail: [shirleytimms@btinternet.com](mailto:shirleytimms@btinternet.com)

- ◆ 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 registers.
- ◆ Notification of incidents and intention to sue.

#### The BAB's Insurance Officer:

Vincent Sumpter (Chairman BAB)  
Tel: 01373 826910 e-mail: [vince.sumpter@gmail.com](mailto:vince.sumpter@gmail.com)

First port of call for:

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

**The BAB's Insurance Broker:** Mr Andy Lyons, Endsleigh Insurances (Brokers) Ltd,  
Hadley House, Shurdington Road, Cheltenham, Glos, GL51 4UE

Tel: 01242 866789 Fax: 01242 864989 Mob: 07917 145401  
e-mail: [andy.lyons@endsleigh.co.uk](mailto:andy.lyons@endsleigh.co.uk)

Not normally to be contacted without the permission of the BAB Chairman or Vice-Chairman

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## **SECTION 10**

### **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 Blue registration slips that certify cover for both students & instructors are issued by Association Registrars. The blue slips ask for the name of the issuing Association, name of the insured, status, issue & expiry date.
- 10.3.2 The status is very important – you will be registered as either a student or as an Instructor, depending on your Coach Qualification.
- 10.3.3 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.

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#### **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).

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# APPENDICES

**APPENDIX A**

**KEY LIABILITY RISKS IN AIKIDO  
& WAYS IN WHICH THEY MAY BE CONTROLLED**

Note: Liable parties may be one or all of the following:

BAB, Associations (Ass), Clubs, Instructors (Instr), Students (std).

Risk	Preventative Controls	Loss Mitigation Controls
<p>Injury / Disease</p> <p>Victim(s): <b>Student</b></p> <p>Liable: All</p>	<ul style="list-style-type: none"> <li>• Appoint a Health &amp; Safety Officer/specialist. Undertake annual H&amp;S reviews.</li> <li>• Draw up H&amp;S policies &amp; procedures, consider including these rulings:               <ul style="list-style-type: none"> <li>• Bar the use metal &amp; sharp weapons except when used in accordance with the BAB Weapons Protocol (see <b>APPENDIX B</b>).</li> <li>• No jewellery to be worn on the mat. Safe clothing. Personal hygiene rules (e.g., clean nails).</li> <li>• No alcohol or drugs 4 hours before practice.</li> <li>• Discourage aggressive &amp; full-contact technique.</li> <li>• Instructors to ensure safe environment (suitable lighting, heating, ventilation, clean room &amp; mat, safe mat, etc).</li> <li>• Procedure &amp; notices requiring students to report illness or injury.</li> <li>• Policy on “safe” student: Instructor ratio, particularly for children’s classes (e.g., 10 children to 1 Instructor or registered assistant).</li> </ul> </li> <li>• Mandatory training in H&amp;S for Instructors &amp; Officers.</li> <li>• Only BAB qualified Instructors to teach.</li> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>• Insurance (Member to Member, Professional Indemnity &amp; Personal Accident).</li> <li>• Student rules on notice boards &amp; or/ in student membership books.</li> <li>• Issue “Instructor’s Guidelines” so all Instructor’s understand rules &amp; responsibilities.</li> <li>• Licensing of instructor’s – review H&amp;S track record at licence renewal stage.</li> <li>• Ensure all clubs have accident books. Require all incidents to be reported to Association level and managed as outlined in SECTION 2.4 of this document.</li> </ul>
<p>Injury / Disease</p> <p>Victim(s): <b>Spectators</b></p> <p>Liable: BAB, Ass, Club, Instr</p>	<ul style="list-style-type: none"> <li>• Ensure spectator’s area is a safe distance away from the mat.</li> <li>• Appoint “crowd controllers” at events.</li> <li>• Put up notices to spectators appraising them of safety rules.</li> </ul>	<ul style="list-style-type: none"> <li>• Insurance (third party liability).</li> <li>• Incident reporting (as above).</li> </ul>

Risk	Preventative Controls	Loss Mitigation Controls
<p>Damage to Property</p> <p>Victim(s): <b>All plus Landlords and / or hirers of facilities</b></p> <p>Liabe: BAB, Ass, Clubs, Instr's.</p>	<ul style="list-style-type: none"> <li>• Introduce a “Code of Conduct” requiring users to respect facilities – warn of disciplinary action.</li> <li>• Issue warning that damage to property must be paid for.</li> <li>• Ensure adequate security of property.</li> </ul>	<ul style="list-style-type: none"> <li>• Insurance (third party liability)</li> <li>• Counter-sue if damage caused by a third party.</li> </ul> <p>Evidence that the Organisation is actively embracing the code &amp; taking action in the event of non-compliance</p>
<p>Child Abuse</p> <p>Victim(s): <b>Students / Parents</b></p> <p>Liabe: All</p>	<ul style="list-style-type: none"> <li>• Mandatory training for instructors (BAB’s Coach Award).</li> <li>• Screening of instructor’s for suitability to work with young people.</li> <li>• Clear procedures on what to do if it is found that a child is suspected of being abused. Establish a support mechanism for handling this situation.</li> <li>• Policies &amp; guidelines at Association &amp; club level for dealing with people within the organisation suspected of child abuse.</li> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>• Legal aid for Instructors (via SCUK insurance).</li> <li>• Incident reported early.</li> </ul>
<p>Inappropriate Coaching (e.g., risk of physical, mental or sexual abuse)</p> <p>Victim(s): <b>Students</b></p> <p>Liabe: BAB, Assoc.’s Clubs, Instr’s</p>	<ul style="list-style-type: none"> <li>• Mandatory training (BAB’s Coach Award)</li> <li>• Only BAB qualified instructors.</li> <li>• Compulsory “refresher training” for post-qualified instructors.</li> <li>• Performance reviews for instructors – tied to an annual licensing system.</li> <li>• A confidential complaint process for reporting coaches who abuse their position.</li> <li>• Disciplinary procedures for coaches found to have abused their position.</li> </ul>	
<p>Slander / libel</p> <p>Victim(s): <b>All + Spectators &amp; Parents</b></p> <p>Liabe: All</p>	<ul style="list-style-type: none"> <li>• Code of Conduct which everyone in the organisation signs up to.</li> <li>• Disciplinary rulings on breach of code.</li> </ul>	<ul style="list-style-type: none"> <li>• Insurance.</li> <li>• Incident reported early.</li> <li>• Evidence that the Organisation is actively embracing the code &amp; taking action in the event of non-compliance.</li> </ul>

Risk	Preventative Controls	Loss Mitigation Controls
<p>Discrimination (age, sexual, disability, gender etc).</p> <p>Victim(s): <b>All + Spectators &amp; Parents</b></p> <p>Liable: All</p>	<ul style="list-style-type: none"> <li>• Code of Conduct</li> <li>• Clear policy / procedures</li> <li>• A confidential complaint process for reporting people who abuse their position.</li> </ul>	<ul style="list-style-type: none"> <li>• Evidence that the Organisation is actively embracing the code &amp; taking action in the event of non-compliance.</li> </ul>
<p>Bad advice / Failure to Act</p> <p>Victim(s): <b>All</b></p> <p>Liable: BAB, Ass, Club, Instr's</p>	<ul style="list-style-type: none"> <li>• Dual responsibilities (e.g., require at least 1 other person or a specialist to verify complex information before giving it).</li> <li>• Procedures / controls to ensure key actions take place (including contingency procedures where key people are not available).</li> </ul>	<ul style="list-style-type: none"> <li>• Insurance (Civil liability insurance).</li> </ul>
<p>mis-use of Data</p> <p>Victim(s): <b>Students, Instr's &amp; officials</b></p> <p>Liable: BAB, Ass, Club, Instr's</p>	<ul style="list-style-type: none"> <li>• Appoint a Data Protection Officer &amp; put in place policy &amp; procedures for handling data within the remit of the DPA.</li> <li>• Ensure all forms and databases are reviewed by the DPO before using them.</li> <li>• Limit collection of personal data within the organisation (e.g., at Association level only).</li> </ul>	<ul style="list-style-type: none"> <li>• Insurance</li> <li>• Limit collection of personal data within the organisation.</li> </ul>
<p>Mis-leading advertisements &amp; sale of faulty goods</p> <p>Victim(s): <b>Students &amp; Instr's</b></p> <p>Liable: BAB, Ass, Club, Instr's</p>	<ul style="list-style-type: none"> <li>• Policy &amp; procedures on promotions (including awareness of Trades Descriptions Act etc).</li> <li>• Code of conduct.</li> </ul>	<ul style="list-style-type: none"> <li>• Insurance</li> <li>• Evidence that the Organisation is actively embracing the procedures &amp; code &amp; taking action in the event of non-compliance</li> </ul>

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## **APPENDIX B**

### **WEAPONS PROTOCOL**

The Protocol has been approved to provide guidance to Instructors and Students on the correct use, transportation and storage of such weapons and should be read in conjunction with the Insurance Guidelines, and the BAB Coaching Handbook which can be downloaded from the BAB website [www.bab.org.uk](http://www.bab.org.uk).

#### **1. Types of Weapons Used in Aikido Training**

##### **(i) Wooden Weapons, including bokken, tanto and jo.**

In the case of the bokken and tanto these either have a blunt end of a rounded point and the use of either is covered by the BAB Insurance policy.

##### **(ii) Live Blades**

These could include weapons such as original and replica “samurai swords” (i.e. curved blades of 50cm or over in length from handle to tip) and tanto and under the 2008 Amendment to the Criminal Justice Act 1988 (Offensive Weapons) could include weapons made from wood, alloy, carbon fibre or even plastic. The use of such weapons is covered by the BAB Insurance policy, subject to strict adherence to this Weapons Protocol.

The following basic protocols and risk assessment requirements should be applied to the use of ALL types of weapons.

#### **2. Basic Protocols**

##### **(i) Transportation & Storage**

- Police Guidance on the possession and carrying of offensive weapons can be downloaded from the BAB website and forms an integral part of this Protocol.
- The law regarding the carrying of weapons in a public place is contained in SECTION 1 of the Prevention of Crime Act 1953 & SECTION 139 of the Criminal Justice Act 1988.
- Aikidoka carrying weapons who are stopped by the Police, should give every every assistance to the officer(s) including an explanation of why such weapons are being carried. No attempt to conceal the fact that weapons are being carried should be made.
- Aikidoka should carry their Association’s Membership book to show they are participating in an approved martial art...
- Weapons should only be carried when it is known that they are required at a particular training session. Coaches should therefore inform their students as to when weapons are actually required.
- Weapons should only be carried directly to and from a practice.
- Weapons should not be left in a vehicle on a permanent basis.
- Aikidoka should ensure that their weapons are carried within a secure bag at all times and hence not directly visible, and should ensure that the bag is never left unattended. “Live blades” must always be transported in their scabbards
- Travelling on public transport with weapons should be avoided if possible.
- Whilst the words “reasonable excuse” and “good reason” in each of the relevant Acts may provide a defence for the student, in relation to the carrying of such

weapons, it will be for the individual, not the police, to prove that they had a reasonable excuse or good reason for possessing the item. The student's demeanor is a most important factor in dealing with a police enquiry.

- All live blades should be stored in a locked secure cupboard if left permanently in the dojo and Instructors should be able to have access to them. If not kept at the dojo, live blades should be kept at qualified Aikidoka's homes.

## (ii) Risk Assessment

**Before starting a training session the instructor should carry out a risk assessment including considering the following factors:**

- The Dojo floor should be clean and present no tripping hazards.(check for holes, gaps etc and potential slippage from sweat)
- The height of the ceiling should be sufficient to avoid contact with weapons
- Avoid dangerous obstructions, pillars, heaters etc.
- The Dojo should be large enough for the number of students and the activity. This may be obvious in respect of the area in front of the students but can be overlooked in the area behind them.
- The minimum space recommendation for pairs training with weapons is 5 square metres per practitioner.
- Ensure students know how to check their own equipment and its safe use.
- Weapons and any related equipment should be checked, by the user, prior to the classes for any defects. In the case of "live blades" particular attention should be paid to the security of the handle.
- The student's gi and hakama should be worn correctly to avoid the risk of tripping over or weapons becoming entangled in clothing.
- Special consideration should be given to other "users" sharing an area, particularly in large sports halls, where access routes are shared with other activities.

## (iii) Training with "Live Blades"

- Practice should be for special classes under the direct supervision, at all times, of a qualified BAB Coach
- Qualifications for practice. As a minimum the last 12 months of practice should have included the use of wooden tantos or bokkens.
- The Coach should ensure the students always practise what is being taught and not permit any deviation during the training session.
- There should be absolute quiet on the mat by all watching students.
- There should be an atmosphere of study and concentration
- Be aware of sweaty wrists and palms; dry with a towel before practice.
- When a blade is not being used it should be placed in its scabbard, and then put securely away.
- With the exception of an organised public demonstration, those present should be limited to participants in the training session, club members, and spectators specifically invited to attend.
- The instructor shall be responsible for all persons present, whether on or off the mat.

**APPENDIX C**

**CLUB CONTENTS INSURANCE  
APPLICATION FORM**

**General Information**

Club Name :	
Contact Name :	
Telephone Number :	
E-mail address :	

**Cover Information**

Value & description of Equipment <i>Applies to mats, and other training equipment (e.g. bokken, jo, etc)</i>	
Single Article Limit :	
Location (where stored) :	
Previous Claims :	
Effective Date :	
Signature :	
Date :	

*Annual Premiums as at March 2012 are as follows:*

**Equipment to the value of £25,000 = premium of £106** (includes 6% Insurance Premium Tax.

**Equipment to the value of £10,000 = premium of £37.10** (includes 6% Insurance Premium Tax.

**Please return the completed application form to:**

Endsleigh Sports, Hadley House, Shurdington Road, Cheltenham, Glos GL51 4UE

e-mail: [sports@endsleigh.co.uk](mailto:sports@endsleigh.co.uk)

Tel: 01242 866789 Fax: 01242 864989



**APPENDIX D**

*British Aikido Board*  
**DECLARATION FORM TO REGISTER CLUBS FOR INSURANCE**

**Name of Association:** \_\_\_\_\_

**Representative: Name:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**DECLARATION**  
On behalf of the above Association, I confirm that the clubs listed herewith are affiliated to this Association and request that they are registered under the BAB's group Insurance Policy with Endsleigh.

**The Association accepts responsibility for ensuring that club instructors and administrators are made aware of the policy features and principle exclusions. We also undertake to notify the BAB Secretary immediately in the event that we acquire any new clubs or should a club need to be removed from the register.**

**Furthermore, we accept responsibility for ensuring that adequate health & safety standards are maintained at all listed clubs and that all accidents / injuries to members, officers and third parties are recorded and retained by us for a minimum of 3 years.**

Signed..... Date.....  
(above named representative)

<b>No</b>	<b>CLUB NAME &amp; ADDRESS</b>	<b>Premises owned or leased?</b>	<b>Does the club employ personnel? If YES, give details</b>
1			
2			
3			

No	CLUB NAME & ADDRESS	Premises owned or leased?	Does the club employ personnel? If YES, give details
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

NOTE: If you have any more clubs, please list them on separate sheets and attach all lists together. Retain a copy for your own records and submit the originals to the BAB Secretary.



**APPENDIX E**

***British Aikido Board***  
**REGISTER OF OFFICERS & OFFICIALS COVERED UNDER ASSOCIATION  
POLICIES**

**Name of Association:** \_\_\_\_\_

**Representative:      Name:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**DECLARATION**  
On behalf of the above Association, I confirm that the officers & officials listed herewith serve this Association and request that they are registered under the above named Association Insurance Policy.

The Association accepts responsibility for ensuring that officers & officials are made aware of the policy features and principle exclusions. We also undertake to notify the BAB Secretary immediately of any additions or amendments to this register.

Furthermore, we accept responsibility for ensuring that adequate health & safety standards are maintained by all listed personnel and commit to ensuring that all accidents / injuries to members, officers and / or third parties are reported, recorded and records retained by us for a minimum of 3 years.

Signed..... Date.....  
(above named representative)

No	<i>NAME &amp; ADDRESS OF OFFICIAL</i>	<b>Official Position(s) held within the Organisation</b>
1		
2		
3		

No	<i>NAME &amp; ADDRESS OF OFFICIAL</i>	<b>Official Position(s) held within the Organisation</b>
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		

NOTE: If you have any more OFFICERS OR OFFICIALS, please list them on separate sheets and attach all lists together. Retain a copy for your own records and submit the originals to the BAB Secretary.



**APPENDIX F**

**British Aikido Board**  
**APPLICATION FORM FOR NEW MEMBER’S INSTRUCTOR INSURANCE**

*This Form to be Completed where the Applicant does not hold a BAB Coach Award*

Name of Applicant: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Instructor’s Award held (if any): \_\_\_\_\_

How long have you been instructing? \_\_\_\_\_

Aikido Rank: \_\_\_\_\_

**DECLARATION**

- I hereby apply to be recognised as an Instructor “on Probation” in my Association
- I understand that I must attain a BAB Coach qualification of at least “Level 1” within the next 12 months.
- I recognise that if I do not attain an appropriate Coach qualification within this time, my cover as an Instructor will no longer be valid.

Signed..... Date:.....  
(Above-named applicant)

**ENDORSEMENT OF ASSOCIATION (or BAB Membership Officer – see below)**

Name of [New] Association: \_\_\_\_\_

**I confirm that the details above are correct and the above-named instructor is deemed to have sufficient coaching experience to warrant approval of this application**

Signed..... Date:.....  
(Association Head)

*Where the applicant is the Head or Principal of a **new** “Member Association”, this endorsement is to be signed by the BAB Membership Officer who should monitor the probationary period*

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## APPENDIX G

### **INCIDENT NOTIFICATION GUIDELINES & INCIDENT RECORDING GUIDELINES**

It is important that you notify us/the Insurers promptly of all incidents that may give rise to a claim.

This will enable the Insurers to carry out the necessary investigations as early as possible and ensure that you comply fully with the policy terms and conditions.

The types of incident that you should report to us immediately would involve :-

- A fatal accident.
- An injury involving either referral to or actual hospital treatment.
- Any allegations of libel/slander.
- Any allegations of professional negligence, i.e. arising out of tuition, coaching or advice given.
- Any investigation under any child protection legislation.
- Any circumstance involving damage to third party property.

An injury is defined as :-

- Any head injury that requires medical treatment.
- Any fracture, other than to fingers, thumbs or toes.
- Any amputation, dislocation of the shoulder, hip, knee or spine.
- Loss of sight (temporary or permanent).
- Any injury resulting from electrical shock or burn, leading to unconsciousness or requiring resuscitation or admittance to hospital for more than 24 hours.
- Loss of consciousness caused by asphyxia or by exposure to a harmful substance or biological agent.

The above list is not exhaustive, and if you are unsure as to whether an incident should be reported, please do contact Endsleigh on 01242 866789 for further advice.

**We would remind you that in NO circumstances should you admit liability, or agree to pay for any damage caused as this may prejudice the position of the Insurers and could result in the withdrawal of any indemnity.**

We would recommend that a designated person within your organisation is made responsible for recording any reportable accidents. Records must be kept for at least three years, along with names and addresses of any possible witnesses.

Current legislation does not specify the format of an accident register, but the Accident Book BI510, available from HMSO, is frequently used and is approved by the Information Commissioner for D&A compliance.

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The register must contain the following information relating to all reportable accidents or dangerous occurrences:-

- Date and time of the accident
- Details of the injured person, i.e. name, address, nature of injury etc
- Details of where the accident occurred
- A brief description of the circumstances

### **REPORTING AN INCIDENT TO THE HEALTH & SAFETY EXECUTIVE**

You may also have obligations under the RIDDOR 95 regulations to report incidents to the HSE. For further information and to obtain a copy of the “RIDDOR Explained” leaflet, visit [www.hse.gov.uk](http://www.hse.gov.uk)



**APPENDIX H**

Endsleigh Insurances (Brokers) Ltd  
Hadley House, Shurdington Road  
Cheltenham, Glos GL51 4UE

Tel No: 01242 866789  
Fax No: 01242 866961  
Email: [sports@endsleigh.co.uk](mailto:sports@endsleigh.co.uk)

**INCIDENT NOTIFICATION ADVICE  
FORM**

CARE SHOULD BE TAKEN TO INCLUDE AS DETAILED AN ANSWER AS POSSIBLE TO ALL  
QUESTIONS

**Insured Member**

Full Name  Daytime Tel No

Home address  BAB Ins Cert No   
Post Code  Date Valid from   
Date Valid to

Name of Association (in full)

Please advise if you are a member of any other Association. If so, quote full name

**Accident/Incident**

Date of accident  Time of the accident

Place

How did the accident happen? Describe the circumstances.





Any additional information / comment / opinion (in confidence):

**DECLARATION TO BE COMPLETED BY CLUB / ASSOCIATION OFFICIAL**

Name	Address
Tel No	
Position in Club & Association	

Is the claimant a current Club or Association Member?

YES  NO

Did the accident take place whilst participating in insured activity?

YES  NO

I confirm all the above information is correct to the best of your knowledge?

YES  NO

If any answers are stated as "NO", please explain:

Signature

Date

**This form to be sent to the British Aikido Board Secretary:** Mrs Shirley Timms, 6 Halkingcroft, Langley, Slough SL3 7AT (tel: 01753 577878) (fax: 01753 577331) who is then to send the form by recorded delivery to:

**Endsleigh Insurances (Brokers) Ltd, Hadley House, Shurdington Road, Cheltenham, Glos GL51 4UE**

Tel No: 01242 866789 Fax No: 01242 864989 Email: [sports@endsleigh.co.uk](mailto:sports@endsleigh.co.uk)

**APPENDIX I**

**BAB PERSONAL ACCIDENT CLAIM  
FORM**

**NOTES TO ASSIST YOU:**

1. If a claimant is unable to claim personally, the claim form may be completed on his/her behalf.
2. To comply with the insurance policy conditions, this form **must** be submitted **within 21 days** of the accident.
3. The claim **must**:
  - a. Show your current BAB Insurance Certificate No.
  - b. Be countersigned by the Instructor in charge of the training session at the time of the incident.
  - c. Be sent by recorded delivery post to your Governing Body's Claims Officer, who is:  
Mrs Shirley Timms, 6 Halkingcroft, Langley, Slough SL3 7AT  
(tel: 01753 577878) (fax: 01753 577331)
4. The BAB Claims Officer will forward the claim form to the insurers, Endsleigh, for their action. Once the claim is received by Endsleigh they will deal directly with you on any further action required in processing the claim; this may include the requirement for you to provide – **at your own expense** – medical certificates from a doctor or hospital.

BAB Ins  Date of  Name of   
Cert No  Issue  Association

Name of Instructor in charge at   
the time of the incident

Your Full  Date of   
Name  Birth

Your Home address         Post Code	Home Tel No <input type="text"/>
	Work Tel No <input type="text"/>
	E-mail address <input type="text"/>



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## **Details of the Accident**

Date of accident

Time of the accident

Where did it occur?

How did the accident happen? Describe precisely what you were doing at the time.

For statistical purposes it is important that you give the fullest details.

What are your injuries?

Have you ever suffered a similar injury before? (tick box)

YES

NO

If "YES" please give details:



Give names and addresses of any witnesses:

1.	2.	3.
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### **DECLARATION**

**CLAIMANT:** I declare that these particulars are true in every respect.

Signature of Claimant	<input type="text"/>	Date	<input type="text"/>
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**INSTRUCTOR:** I declare that this accident occurred as stated.

Signature of Instructor	<input type="text"/>	Date	<input type="text"/>
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**GOVERNING BODY:** I declare that these particulars are true in every respect.

Signature of Governing Body (Secretary BAB)	<input type="text"/>	Date	<input type="text"/>
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**This form to be sent to the British Aikido Board Secretary:**

Mrs Shirley Timms, 6 Halkingcroft, Langley, Slough SL3 7AT  
(tel: 01753 577878) (fax: 01753 577331) who is then to send the form by  
recorded delivery to:

**Endsleigh Insurances (Brokers) Ltd, Hadley House, Shurdington Road,  
Cheltenham, Glos GL51 4UE**

Tel No: 01242 866789 Fax No: 01242 866961 Email: [sports@endsleigh.co.uk](mailto:sports@endsleigh.co.uk)