

BAB INSURANCE QUESTIONS – SUMMARY SHEET

One-off Free Taster (Training) Sessions

In response to an enquiry from a Member Association in December 2016, I sought clarification from our insurers on whether Clubs could offer free 'taster' sessions to prospective members without them having to formally register as members of an Association. Endsleigh confirmed that cover for taster sessions is included in the policy schedules. However, to avoid abuse of the system (that is, practitioners continually having "free" insurance cover, I agreed some parameters with the Insurance brokers (confirmed by email), viz:

- All the clubs need to do is record the name, address and the date of those attending and keep it on file so there is a record.
- Taster sessions will be limited to "3" after which the practitioner should hold formal Association membership.
- In the event of an accident/incident claim, clubs need to follow the normal claim notification procedures under the policy regardless of whether someone is a full member or attending a free taster session.

This makes it very easy for Clubs and Associations to hold open days or provide for 'displays' at village fetes, etc. and meets one of the aims of the BAB to 'promote' aikido across the UK.

The Insurer's Claims Information Requested following an Incident

In response to a recent incident, Hiscox asked for the following information after they had received the incident/accident reports. As a reminder, they also iterated that all of Hiscox's rights under the policy remain reserved and that you (the incident reporter) do not admit liability or make any offers to settle without their prior written approval. This is to ensure that their position is not prejudiced.

- Accident Book Entry;
- Accident Investigation Report;
- RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrence Regulations) report to the Health and Safety Executive (HSE);
- Other communications to/from the HSE as a consequence of this injury;
- Minutes of Health and Safety committee meetings (or other meetings) where this accident/matter was considered;
- Accident book entries in relation to accidents similar to the Claimant's that occurred during the 12 month period prior to the Claimant's accident;
- Any relevant pre-accident risk assessments considering the risk of injury to class participants;
- Any relevant post-accident risk assessment (if amended);
- CCTV footage (if available);
- The claimant's membership application [FORM](#);
- The club's BAB insurance certificate (No. 015154);
- Qualification certificates of the 3 instructors who were conducting the class;
- The class syllabus – identifying the move being performed by the claimant when the injury occurred;
- Colour photographs of the matting/flooring in situ;
- The specification of the matting/flooring used.

Claims by an Injured BAB Student or other Third Party

There are 2 elements to our BAB insurance policies.

1. **Professional Indemnity & Civil Liability Cover.** The Professional Indemnity element covers the person being sued, and the Civil Liability element covers both the member and the Club, Association and/or BAB Management, whomever is deemed to be at fault. This liability is limited to £5m for any one occurrence/claim. It is under this insurance section that an injured party could or would have to sue for compensation (i.e. for negligence). Specifically, the following have indemnity cover under the BAB liability insurance policies:
 - The Board representatives and Executive Committee
 - Associations & Clubs - includes their directors, officers and trustees,
 - Employees (whether paid or unpaid) & voluntary helpers
 - Adult and Junior student members
 - Member Instructors
2. **Personal Accident Cover.** This element is a limited payment to the injured party (or their estate - in the event of death) covering various levels of disability and where the maximum payout is set at £50,000. Negligence does not have to be proved for this payment. It is based purely on the accident and resulting disability. It does **NOT** cover loss of earnings.

The personal accident cover is specifically limited and on a sliding scale. To increase these limits from £50,000 to, say, a maximum of £100,000 (e.g. for death and total disability) would bring in a disproportionate additional insurance cost which would - on current insurance rates - mean that the BAB would have to increase the BAB membership fee from the present £7 to at least £20-£25 per student or instructor. I believe the majority of Associations would not approve this additional cost on their membership fees.

For this reason **ALL** members who practice aikido, or any sport for that matter, and who rely on their professional work to earn a living, need to assess the risk(s) of the sport/martial art and take out their own Personal Accident insurance cover to a limit at which they themselves consider appropriate. This is particularly important for the self-employed. This additional insurance would not and cannot be administered by the BAB - it is an individual and personal responsibility to source the appropriate cover required. For example, a pianist would/should be taking out appropriate cover with a broker who specialises in that musician's insurance.

Claim by an individual BAB member against any other Third Party

This summary outlines the level of cover offered through our insurance policy where an individual member is injured by or through the negligence of a visiting Coach/Instructor or other aikidoka, where these persons are **NOT** insured with the BAB.

The situation is quite straightforward where the parties involved are both insured through the BAB. The '**member to member**' civil liability element of our insurance policy gives cover up to a maximum of £5m.

Things get a little muddled, however, where the individual (Instructor or student) you want to sue for negligence, damages or compensation is **NOT** a member of the BAB. You should ask if they have martial arts insurance cover through their own organisation and, if so, what is their level of cover? If you are satisfied with their cover then you would be able to pursue a claim through **THEIR** organization and insurance company. Our insurance policy does **NOT** provide any cover for our members to sue other third parties and, unlike 'motor insurance' policies, does not work on the "knock-for-knock" principle; that is, where the claim is actioned and settled by your own insurers.

Where the situation is that the visiting instructor or student has **NO** insurance there is **NO** cover for injury to members by the uninsured parties. Members would have to pursue a civil claim through law – but remember, you can't get blood out of a stone!

All our members do, however, have limited personal accident insurance covering death, loss of limb, eye or hearing, and permanent incapacity, through our insurance policy so, provided the injury sustained falls within the terms of this policy (that is, caused through your training or whilst on BAB/Association/Club business) you can pursue a personal accident claim through our current insurers.

The moral of this scenario is:

“THINK TWICE BEFORE TRAINING WITH AN UNINSURED PERSON”

Non-BAB members training in BAB Association (registered) Clubs

When BAB members train with each other on the tatami there is no question that each individual is fully covered through our insurers up to a limit of £5m for professional indemnity/civil liability claims in the event that “negligence” was the cause of any “member-to-member” injury or other actionable occurrence.

When non-BAB members train at BAB Clubs there is no certainty that their insurance cover matches that offered by the BAB; this can only be ascertained by sight of their insurance policy. That said, if they provide proof that they are members of a recognized NGB there is no reason to suppose they do not carry appropriate insurance as part of that membership. In such circumstances there is probably negligible risk (to a BAB member) in training with them on an occasional basis. The same risk applies if the BAB member attends training at a non-BAB Club: where it would be prudent to know the insurance position of members in that Club before actively training there.

It is specifically because of these uncertainties regarding the insurance position of non-BAB members that **when the BAB – and member Associations – organize “open” courses/training seminars the BAB strongly recommends that non-BAB attendees** are required to take out temporary BAB membership for the day/weekend or other duration of the seminar. Even so, there will still be anomalies that require organisers to make a “risk assessed” judgement on an attendee; for example, in the case of attendees who are non-UK residents and for which temporary membership would have no validity: these students need to show some definitive proof of insurance or membership from their overseas Association or NGB.

My intention here is NOT to be a killjoy on training with non-BAB members but for BAB members to be aware that there could be risks in receiving adequate compensation in the event of serious injury through the negligence of a training partner. This does not, of course, negate the Club Instructor/seminar organiser's responsibility to ensure that students training under their instruction carry appropriate insurance cover as they, too, can be sued for negligence by the injured party for allowing the “non-insured” student to train.

I merely want to highlight that we live in a risk-averse society where the pursuance of “compensation” for injury is becoming the norm rather than the exception. **The BAB policy for its members is that:**

- for routine/regular training at a BAB Association Club, members should **ALWAYS** be covered by BAB membership.
- for casual visitors to BAB Clubs, or “open” courses/seminars, do check whether they are insured through membership of their own organization and if there is any doubt about such insurance cover then issue temporary BAB membership or deny training.

Again, the moral of this scenario is:

“THINK TWICE BEFORE TRAINING WITH AN UNINSURED PERSON”

Allegations of child abuse against a member of the BAB

Because I know that some Coaches/Instructors worry about being accused of child abuse, I asked Endsleigh, our Insurance Brokers, what the insurance position was for the individual, the Club, the Association and the BAB (the Board and the Executive Committee) when a Club Coach – *or any BAB member working with children* – is accused of child abuse.

When an individual accused of child abuse becomes subject to investigation by the police the “abuse” is deemed a criminal act and, at this point, the individual ceases to have any legal/defence insurance cover under the “Abuse’ Section of the BAB group insurance policy. *The individual’s professional indemnity, public liability and personal accident cover under other Sections of the BAB group insurance policy **is not affected***; for example, a claim for an unconnected reason such as negligent coaching resulting in injury would be covered as it is unconnected to the abuse. *For this reason, the individual is strongly advised to seek independent legal advice if the accusation is to be defended.*

For the BAB, its Associations and Clubs the Abuse Section under the BAB group insurance policy, whilst removing cover for the individual, **continues to cover** the vicarious liability of the Board, its Associations and registered Clubs, against negligence and breach of duty of care (that is, failure in a duty to properly supervise) or for not following the correct child protection policies, etc. For abuse claims, however, the limit of cover is restricted to £2.5m.

Q. I am a Club instructor and have been accused of ‘abuse’ of a student during training, does my civil liability cover extend to defence costs if I am innocent of the charge?

A. Any defence costs incurred by you will only be covered with the **insurer’s prior written consent** and then only up until the point you are criminally charged. If you are found NOT GUILTY, reimbursement of defence costs is only considered if it has been agreed with the insurer as part of their meeting any defence costs up to the point of being criminally charged.

FREQUENTLY ASKED QUESTION

On the next page are some **FAQs** prepared by our insurers, and if you still can’t find the answer you are looking for, don’t hesitate to contact me at: insuranceofficer@bab.org.uk

Vincent
BAB Insurance Liaison Officer

March 2018

Enclosure:

BAB Insurance Scheme Explained - Frequently Asked Questions (FAQs) page

BAB INSURANCE SCHEME EXPLAINED – FREQUENTLY ASKED QUESTIONS (FAQs)

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 a membership benefit.

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

A. The BAB arranges insurance with the intention of accommodating the generic needs of a BAB association. **The BAB is not authorised or regulated to arrange or advise on insurance matters.** The BAB will accept requests to investigate additional benefits; however, if it is deemed that the benefit would not aid the majority of the membership, you will need to contact Endsleigh to discuss your specific needs.

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-register with another BAB Association, their cover will be invalidated.

Q. *I own the property which is also the Club venue. Do I still need the BAB venue cover?*

A. Yes, because the BAB venue policy gives employee (volunteers / officers) third party liability cover as part of the BAB's total insurance package.

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

A. The 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. Your “Club” property (e.g. mats, gis, weapons, etc) is covered up to a maximum of £1654 per claim, with a £250 excess which you will bear.

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 appropriate travel insurance to provide cover for flight cancellations, emergency medical expenses, etc.

Q. *We sometimes have visiting instructors from overseas. Can they be covered under the BAB insurance package?*

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 the BAB insurance package.

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. *When new students come to practice for one or two nights but then do not come back, are they covered for insurance if I have not processed Association/Club membership for them?*

A. New students can be covered under the BAB insurance policy for up to 3 “taster” sessions before formal Association membership must be processed. All clubs need to do is record the name, address and the date of those attending, and keep it on file or in a registration book so that there is a record. In the event of an accident the normal incident and claim notification procedures should be followed. However, where this procedure is not followed they will have no “member to member” third party liability or personal accident insurance cover in the event that they are severely injured or worse. They could, however, still make a claim against the instructor, Club, and/or Association/BAB. (See also the next FAQ)

Q. *Am I covered for third party and personal accident insurance if I am practising with a “non-BAB martial artist” at their Club or if they are visiting my Club?*

A. Where no insurance cover can be verified the BAB advises that no training is conducted with that person or, if it is, it is conducted **at your own risk. The only ‘safe position’ is to practice with bone fide insured persons.**



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