

SHOOTING ADMINISTRATIVE PROCEDURE 1

INSURANCE

The information provided is based on the insurance arrangements at the time of publication.

Alterations to the cover and recognised activities may be made during the period of cover.

This document is intended only as a summary of the insurance, for full details of the cover provided please refer to the policy documents, available from Archery GB for a small administration fee.

COMBINED LIABILITY INSURANCE

Please note that this is a Liability Policy where Insurers decide if negligence attaches to you.

Cover Provided by:

XL Insurance Company plc

Retroactive Date:

January 1985 (or the date of your last continuous membership, whichever is the later)

Incidents occurring in the past. The policy will respond to valid claims made against it, provided that you are not aware of the claim and the incident from which the claim arises occurred after the retroactive date of 1st January 1985 (or date of your last continuous membership, whichever is the later)

It is essential that you notify incidents/claims as soon as you become aware of them. Please refer to the Claims and incident notification requirements.

Limits of Indemnity:

Policy Section Limit of Indemnity

Public/Products Liability

(Including instruction)

£10,000,000 any one claim and in any one period of

insurance in respect of Products

Professional Indemnity £10,000,000 any one period of insurance

Financial Loss £5,000,000 any one period of insurance.

Abuse £7,500,000 any one period of insurance costs inclusive

Directors and Officers £10,000,000 any one period of insurance costs inclusive
(environmental/pollution defence costs £50,000)

Employers Liability £10,000,000 any one claim (Terrorism is restricted to
£5,000,000) SAP 1-2 April 2014

Legal Defence Costs is limited to £2,500,000 in connection with defence of criminal proceedings
brought or in appeal against a conviction relating to an offence alleged to have been committed in
respect of breach of Health and Safety at Work Act or Part II of the Consumer Protection Act and
Corporate Manslaughter.

Excess:

£100 Third Party Property Damage excess each and every claim

£100 Each and every Professional Indemnity claim

£2500 Each and every Entity claim insured under the Corporate Legal Liability/Directors and
Officers Policy

Those Entitled to Indemnity:

- Grand National Archery Society T/As Archery GB and Archery UK Limited & Archery GB Ltd,
including officers and officials, committee members, employees and volunteers
- Regions, officers, officials, committee members and volunteers
- County Associations, officers, officials, committee members and volunteers
- Affiliated Clubs, officers, officials, committee members and volunteers
- Affiliated members
- Affiliated coaches and officials in the agreed environment (coaching for remuneration is
excluded)
- Members of the British Longbow Society while shooting on an Archery GB ground and
participating in traditional longbow events as detailed in the rules of shooting.
- Beginners prior to becoming members of the Archery GB for a maximum of their first 6
lessons/sessions.
- Participants on Level 1 Coaching Course for the duration of the course of training,

supported practice and practical assessments up to completion of the course (no more than 12 months from registration) under supervision.

The policy only provides Indemnity to UK residents, with the exception of:

- non-UK residents whilst training for and representing Archery GB in competition / events at national / international level
- non-UK residents (on referral) whilst participating in Archery GB events & courses, within the UK only, provided direct / overseas membership has been purchased

Cover:

- Legal Liability to pay damages and legal costs in respect of claims made against the policyholder arising out of the conduct of the business for Third Party loss, injury or damage, in connection with the activities described above and notified to the insurer. April 2014 SAP 1-3
- Legal Liability for claimants associated costs and expenses
- The policy is written on a claims made basis which means that for the policy to respond, a claim should be notified under the policy in force at the time you first become aware a claim may be made against you

The Cover includes, public & products liability, professional indemnity, Financial Loss, libel and slander

and abuse.

Directors, officers, committee members of regions, counties and clubs are also provided with a directors and officers insurance.

The cover also includes liability for damage to leased and rented premises, member to member liability, indemnity to principals and liability arising out of goods sold or supplied including refreshments.

Principal Exclusions:

Liability arising out of

- Criminal Acts
- The ownership, possession or use of any mechanically propelled vehicle, aircraft/aerial device, hovercraft or water-borne craft.

- Product Guarantee or recall, repair or replacement
- Or in connection with damage to any data
- Medical malpractice
- Damage to own property
- Non UK residents (other than as described in the entitled to indemnity).
- Deliberate acts which result from a pre-meditated action with an intent to cause injury
- Injury to employees – Where you have employees you should purchase Employers Liability Insurance.
- Infringement of trademark/copyright
- Asbestos
- Abuse in respect of the individual accused/alleged to be the abuser or who permitted abuse.
- Directors and Officers liability for any activity in or action brought against the insured originating from or within the USA/Canada
- Incidents occurring prior to the Retroactive date
- Incidents/claims know to you but not reported to insurers

Restricted cover applies in respect of legal actions brought in a court of Law within the USA or Canada.

Activities Covered:

The normal activities usually associated with being a member of Archery GB. This will include archery in all forms covered by the Memorandum and Articles of Association, Laws and Rules of Shooting, policies and procedures (this would extend to cover practice, training & coaching sessions within the affiliated club or Archery GB environment, demonstrations and “Have-a-Go’s” in line with the Archery

GB Code of Practice) associated social and administrative activities and the use of unregistered horticultural equipment. (e.g. lawnmowers) SAP 1-4 April 2014

Cover has also been extended to recognise the promotion of the school development programmes as

they develop within schools and the local community and the affiliated club running these sessions will be insured however the school pupils or participants are not insured under this policy unless they

become members of Archery GB.

Declared Activities:

In all cases below you must be operating within the Archery GB Laws, Rules of Shooting, policies and procedures.

Association

Participation in & Administration of the sport of archery, and administration of insurance and

Case Management Panel

Coaching

Affiliated coaches when carrying out the following:

- Coaching at recognised Archery GB clubs.
- Coaching for Archery GB (the Society) at archery venues/events other than their own club.
- Coaching for their Regional Society at archery venues/events within that Regional Society.
- Coaching for their County Association at archery venues/events within that County

Association.

Cover is not provided for freelance coaching or coaching for remuneration.

Clubs

Participation and administration of the sport of archery and club administrative function.

Only clubs operating within the Archery GB laws and rules of shooting are insured, e.g. club with Archery GB members shooting with non-members need separate insurance.

Junior Clubs within schools are treated in the same way as any other affiliated clubs

Club Social Events.

Fundraising and social activity as agreed with Archery GB and the Insurers being:

- Social events, award ceremonies, raffles, BBQS and low risk fund raising activity.
- It is essential that you undertake written risk assessments and record all activities for your club not only the Archery risks.

Non Member Activity

Beginner Courses - up to their first 6 lessons, after which they must become a member to continue to

benefit from insurance

Potential new members – The club is insured whilst assessing the ability of a potential new member.

The individual being assessed is only insured whilst under direct supervision at the assessment. 1 session only. April 2014 SAP 1-5

Have a Go Sessions - Must follow the Have a Go Rules & Procedures

Archery Demonstrations - Must follow the Archery Demonstration Rules & Procedures

Development within schools - the affiliated club running these sessions will be insured whilst delivering these sessions within the school, however the school pupils participating are not insured under this policy.

Participants on Level 1 Coaching Course (members and non members) for the duration of the course of training, supported practice and practical assessments up to completion of the course (no more than 12 months from registration) under supervision.

EMPLOYERS LIABILITY INSURANCE

This Cover was included for affiliated clubs with effect from the 1st March 2012 or date of your affiliation if later.

Cover:

Insurance is automatically provided to all Regions, Counties and Clubs in respect of legal liability for damages and legal costs arising out of death or bodily injury caused to employees (paid or voluntary) in the course of their employment.

This section of the policy is written on a claims occurred basis – In the event of an employers liability claim the policy in place when the incident occurred is the one which will respond.

Limit of Indemnity £10,000,000 any one occurrence (limited to £5,000,000 in respect of Terrorism)

IN THE EVENT OF A CLAIM:

You must report every claim and any incident that is likely to give rise to a claim in the future. Incident Notification Guidelines are attached to the summary of cover provided to the club.

Please contact the Archery GB Insurance Officer and complete the necessary incident report claim form as soon as possible to avoid prejudicing your claim. Do not admit liability; do not make an offer or promise to pay.

LIABILITY INCIDENT RECORDING GUIDELINES

We would recommend that a designated person within your organisation is made responsible to record any reportable accident. Records must be kept for at least 6 years and significantly longer where the incident involves a minor as they have up to the age of 18 plus 3 years to make a claim. Names and addresses of any possible witnesses should also be recorded.

It is essential that you use a data protection compliant, accident book, available from HSE Books. SAP 1-6 April 2014

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

- date and time of accident
- as regards a person at work - full name; occupation; nature of injury; age
- as regards a person not at work - full name; status [e.g. customer]; nature of injury;

age

- place where accident occurred
- a brief description of the circumstances
- method by which the event was reported.
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Strict timescales are now in place to direct the handling of claims, and if these are not adhered to it may mean insurers will be obliged to admit liability and pay the claim.

INCIDENT NOTIFICATION GUIDELINES

It is important that all incidents that may give rise to a claim are reported to Perkins Slade Ltd as soon

as possible after the event. We would ask you to contact the Archery GB Insurance Officer with initial

details so that this can be passed on to Perkins Slade Ltd as quickly as possible. This will enable Insurers to carry out investigations at an early stage whilst information relating to the claim remains fresh in the mind. This will also ensure that you are complying fully with your policy terms and conditions.

Additionally you are also required to comply with the amendments to the Ministry of Justice procedures which came into effect on 31st July 2013. These require disclosure of insurance details within 24 hours of contact by Third Party solicitors following an injury where you may be liable.

Failure to comply with the revised procedures will result in a sharp increase in costs.

In order to achieve this, you should notify Perkins Slade Ltd immediately of any incident that involves:-

- 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 (Doctor or Hospital).
- any fracture other than to fingers, thumbs or toes.
- any amputation, dislocation of the shoulder, hip, knee or spine.
- loss of sight (whether 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.
- any other injury leading to hypothermia, heat induced illness or to unconsciousness

which requires 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. April 2014 SAP 1-7

Please note the above list is not exhaustive and if you are unsure as to whether an incident should be

reported, then please do not hesitate to contact the Archery GB Insurance Officer on the usual number for guidance or Perkins Slade Claims Department for further advice on 0121 698 8040.

Reporting Incidents to Health & Safety Executive

RIDDOR - Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995

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 log onto the HSE website www.hse.gov.uk.

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

Finally, please note that this is a Liability Policy where Insurers decide if negligence attaches to you.

Therefore any payments you make to third parties will not necessarily be reimbursed.SAP 1-8 April 2014