

Membership Benefits

So, who is protected and what is the cover?

ALL MEMBERS ARE COVERED TO TAKE PART IN ALL NETBALL ACTIVITIES RECOGNISED BY WELSH NETBALL.

A **MEMBER** becomes such when they pay their affiliation fee.

Each **Area Association** MUST affiliate – they are then members who have voting rights as set out in our company documents, Article 5.

Each **league** should declare themselves as an affiliated league and pay the league fee, the league should only accept clubs into the league that are affiliated clubs.

Each **Adult and Junior club** is asked to become a member club and pay the appropriate club fee. Any club refusing to pay this fee can operate but doesn't have club Civil Liability cover which should be a major concern.

Each club should affiliate its **members**. WNA makes it compulsory for all members playing competitive netball to be covered, this gives Member to Member cover which is really vital these days. Every volunteer, coach and umpire should affiliate so that they have Civil Liability protection, as often they are the most likely to be sued.

However, as with everything else in life, there is a question of personal choice which Welsh Netball understands but does not promote or condone. A club may choose to allow its club members not to affiliate to WNA as individuals because they are not playing matches, just training, but they must then accept that they are not protected by the Civil Liability policy. It is a question of choice Just as if it was our home contents insurance, **if you pay the fee you are insured, if you don't, you are not!**

CIVIL LIABILITY

It is of vital importance that members protect themselves against the disastrous consequences of liability for injury or damage arising out of their actions, including those of all Executive Officials and Voluntary Helpers. Individuals could find themselves held personally responsible for Court costs and Damages awarded where an action has been brought against them for negligence. Through your membership of the Welsh Netball Association, the following cover is provided to all those affiliated.

PUBLIC LIABILITY

Liability to the public at large (other than arising out of the use of motor vehicles, aircraft and powered boats), Leased or Rented premises, Trespass, Nuisance, Pollution, and is extended to include liability arising out of advice, libel and slander plus errors or omissions which result in financial loss. Member to Member cover is also provided.

PRODUCTS LIABILITY

This is also covered – Accidental bodily injury to third parties and/or damage to third party property arising out of any goods sold or supplied to the Insured.

LIMIT OF INDEMNITY

£5,000,000 any one occurrence for Public Liability

£5,000,000 in any one period of cover, in respect of Products Liability.

The policy is written on a Claims Made basis. A condition of such a policy is that all incidents must be reported to insurers at the time of the occurrence. Please ensure that all notifiable incidents are reported.

PERSONAL ACCIDENT

A cash benefit payable to a member who has suffered an accidental injury whilst playing or training or participating in any activity recognised by the Welsh Netball Association.

Summary of Civil Liability Cover

Insured	Welsh Netball Association
Policy Number	RTT254312
Cover Provided by	Royal & Sun Alliance Insurance plc (RSA)*
Period of cover	1 September 2010 - 1 September 2011

* RSA is authorised and regulated by the Financial Services Authority (the "FSA") and may effect and carry out contracts of insurance.

Entitled to Indemnity

- i. Association, its employees, committee members and volunteers,
- ii. affiliated areas,
- iii. affiliated leagues
- iv. affiliated clubs,
- v. affiliated members including coaches and umpires

Please note the policy only provides Indemnity to UK residents.

Activities

All activities recognised / authorised by the Welsh Netball Association

Cover

This covers legal liability for damages and legal costs arising out of Third Party loss, injury or damage, in connection with the activities described above and notified to the RSA within the period noted above. Cover includes public liability, professional indemnity, 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. The cover is written on a claims made wording, which means that the cover will respond when the claim is made, not when the incident occurred. All incidents that may give rise to a claim in the future should be notified to RSA through Perkins Slade Ltd., at the time of incident.

Limit of Indemnity	£5,000,000	any one event
	£5,000,000	any one period of cover for Products / Pollution / Directors & Officers
	£2,500,000	any one period of cover for Abuse
	£ 250,000	Legal Defence Costs

Principal Exclusions

Liability arising out of:

- [i] Criminal Acts
- [ii] The ownership, possession or use of any mechanically propelled vehicle, aircraft, hovercraft or water-borne craft.
- [iii] Product Guarantee or recall, repair or replacement.
- [iv] In connection with damage to any data.
- [v] Medical malpractice.
- [vi] Damage to own property.
- [vii] Abuse in respect of the individual accused or alleged to have committed abuse or have permitted abuse
- [viii] Incidents prior to the retroactive date
- [ix] Incidents / claims known 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

**The above is intended to be a summary only,
A full copy of the cover wordings are available on request from Perkins Slade Ltd**

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 this document to assist you. Please contact Perkins Slade Ltd on 0121 698 8040 and complete the necessary 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.

Summary of Personal Accident Cover

Insured	Welsh Netball Association
Period of cover	1 September 2010 - 1 September 2011

Insured Persons	Any full or associate Member of the Group Policyholder aged 3 years or over but under 80 Years
Effective Time	a) Whilst an Insured Person is participating in any activity recognised by the Group Policyholder, or the Association to which they are affiliated, anywhere in the world: and
	b) For activities within the United Kingdom, Isle of Man, The Channel Islands or the Republic of Ireland, travelling thereto and therefrom

	BENEFIT DESCRIPTION	BENEFIT AMOUNT	Permanent Total Disablement Continental Scale of Benefits
Accidental Bodily Injury resulting in:	Death	£10,000	Permanent Total Disablement from gainful employment of two or every kind 100%
	Permanent Total Disablement *	£50,000	Loss of two or more limbs or both eyes or One of each 100%
	Permanent Disabling Injuries *	£50,000	Loss of one limb or eye 100%
	Temporary Total Disablement Benefit Period: 26 weeks Deferment Period: 28 days	Not Insured	Permanent and Total loss of speech 100%
	Dental Injury *	Up to £500	Permanent and total loss of hearing: In both ears 100% In one ear 20%
	Hospital Confinement Benefit Period: Maximum any one accident	£30 per day 25 days £750	Loss by permanent physical severance or Permanent and total loss of use of: a foot below the level of the ankle 50%
	Convalescence	£100	One limb 100%
	Broken Bones ** Arm, wrist or hand: Leg, ankle or foot: Maximum any one accident	£100 £200 £500	One big toe 15% any other toe 5% one forefinger 15% any other finger 10%
			Permanent total loss of use of: Shoulder, elbow or wrist 25% The neck or cervical spine with no damage to the spinal cord 30% The back or spine below neck with no damage to spinal cord 40%

*The Benefit Amount shall be reduced by 50% in respect of Insured Persons aged 70 years or over.

**The Benefit Amount and the maximum amount payable shall reduce by 50% in respect of Insured Persons aged 65 years or over.

Please note a £50 Excess applies in terms of Dental claims

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INCIDENT NOTIFICATION GUIDELINES

It is important that all incidents that may give rise to a claim are reported to us as soon as possible after the event. 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.

In order to achieve this, we ask that you notify us 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.

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 Perkins Slade Claims Department 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 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 any third parties will not necessarily be reimbursed.

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 3 years. Names and addresses of any possible witnesses should also be recorded.

Current legislation does not specify the format of an accident register but the Accident Book BI 510 obtainable from HMSO is frequently used and is approved by the Information Commissioner for D&A Compliance.

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.

REPORTING INCIDENT TO HEALTH & SAFETY EXECUTIVE

You may also have obligations under the RIDDOR regulations to report incidents to the HSE. For further information log onto the HSE website www.hse.gov.uk/riddor.