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Legal liability insurance

Football Association of Wales (FAW)

Policy summary

(Excludes Welsh Premier League teams)

Valid from 1 July 2020

An introduction to the FAW liability scheme

We have worked in conjunction with The FAW to create this liability insurance product for clubs, area associations, leagues, and match officials.

This leaflet provides a brief summary of the features, benefits, and limitations of the FAW liability scheme, arranged by Bluefin Sport and underwritten by Catlin Underwriting Agencies.

As this is a summary of cover it does not include all the policy benefits, limits, and exclusions. Full terms, conditions and, exclusions are shown in the master policy document, a copy of which is available on request or at bluefinsport.co.uk/faw.

This summary includes the following:

- What is the FAW liability scheme? (p.2)
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What is the FAW liability scheme?

This liability insurance scheme is designed to indemnify the Directly Affiliated Leagues (DAL) and their clubs (with the exception of the Welsh Premier League teams), Area Associations and their affiliated member clubs (adult and youth), leagues, match officials, and registered referee associations/societies. By the FAW arranging cover as a block insurance scheme premiums are more affordable to clubs and leagues at the lower levels of the game.

Five elements of cover

Public and products liability



Provides protection against legal liability for bodily injury to third parties and damage to third party property. Includes "Player to Player" legal defence costs cover (see "Player to Player" liability cover heading on page 3').



Employers liability



Provides cover in respect of claims made against the club for injuries caused to an employee of the club arising out of and in the course of such employment.



Officers and committee liability



Provides cover for claims made directly against individuals at the club e.g. officer, committee member, director and/or trustee for alleged wrongful acts.



Professional indemnity



Liability cover for claims made against the club for negligent acts, errors or omissions, libel, slander and defamation. Includes cover for coaching activities that may be given in return for a fee.



Cyber liability



Provides cover for your liability that can arise from collecting and storing personal data electronically or from operating on the internet.

Important Information:

- Cover is not provided under this scheme for Welsh Premier League teams.
- For clubs and leagues that operate a licensed premises, cover for this aspect of the operation is not provided under this scheme and separate cover should be sought.

Five elements of cover

Is the FAW liability scheme cover adequate for my club/league?

The scheme is designed to cater for:

- The Area Associations
- Directly affiliated clubs and leagues
- Grass roots clubs and leagues
- Affiliated referees including stand-in referees (other than European games)

Your demands and needs

This product is designed to meet the demands and needs of the majority of amateur and semi professional clubs/leagues that wish to protect themselves against third party liability. Cover includes property owners liability for clubs/leagues that own a clubhouse, changing facility or stands. (Although public liability insurance is not provided within the buildings of a licensed premises (see Glossary on page 8).

The above statements do not constitute advice or a personal recommendation for our FAW product. Should you require advice please contact Bluefin Sport.

Policy excesses?

- **Public liability:** £250 for each and every claim in respect of damage to property only. This is just £25 in respect of claims for damage to glass/windows.
- **Employers liability:** No excess.
- **Officers and committee liability:** £250 each and every claim
- **Professional indemnity:** £250 each and every claim
- **Cyber liability:** £250 each and every claim

The period of insurance

This FAW liability scheme provides cover for 12 months from 1 July of each year (or the date a club/ league affiliates to the association, whichever is the later). The scheme is annually renewable on the 1 July the following year.

'Player to Player' liability cover

'Player to Player' is a term used to define a situation where a claim arises from one player injuring another whilst participating in a game or training.

This scheme provides an element of protection for 'Player to Player' incidents. It automatically includes 'Player to Player' legal defence costs of up to £200,000 but excludes any damages legally awarded.

Cover for club tournaments and fund raising events

Cover applies to legal liability arising from club fund raising and tournament events up to 5,000 attendees per day but excluding any hazardous activity, as detailed within the policy wording. However, the policy can usually be extended to cover hazardous activities subject to an additional premium, and will be reviewed on an individual basis depending on the information provided. Most tournaments will need to be sanctioned by your Area Association.

Please note: Cover includes bonfires and fireworks displays but this will be subject to agreed event plan criteria (see glossary page 8).

Please note: the policy does not include cover for event cancellation, abandonment, curtailment, or event property. Contact us if you wish to arrange this.

Referees

The policy extends to cover all forms of refereeing which has been appropriately sanctioned by the relevant Area Association or The Football Association of Wales.

The insurer

The policy is underwritten by Catlin Underwriting Agencies. Recognised as being a market leader, their Sport & Leisure team has significant industry experience, knowledge, technical know-how, and embedded product expertise. To learn more, visit axaxl.com

Have further questions?

This is a summary of the policy that would be provided if your club/league opts to take cover via affiliation to your Football Association and should help to provide information for you to decide whether or not your club/ league falls inside or outside the scope of the cover.

If you are uncertain as to whether cover is appropriate for you please do not hesitate to contact us and we would be happy to help.

0345 872 5060

faw@bluefinsport.co.uk

bluefinsport.co.uk/faw

The policy cover summary

1. Public & products liability | £10,000,000

Protection against legal liability for bodily injury to third parties and/or damage to their property including nuisance, trespass or interference up to a limit of indemnity of £10,000,000.

Cover includes

- The organised activities of the Directly Affiliated Leagues and clubs, area association leagues and grass roots clubs/leagues, Area Associations and referees associations/societies.
- Club social and fundraising events up to 5,000 attendees per day but excluding driving events, bouncy castles, water sports or any activity above 3 metres off the ground. Cover for bonfires and fireworks displays is subject to agreed event plan criteria (see glossary).
- Property owner's liability, including liability for spectator stands, temporary or permanent (excludes operators of licensed premises - See Glossary).
- Legal defence costs in the event of "Player to Player" (participant to participant) up to £200,000. This does not cover any award or damages that may be given.
- Liability for loss of or damage to premises hired, leased or rented to the insured club/league.
- Member to member liability for any member of an insured club whilst engaged in club activities but excluding any active participation in the sport. This cover applies in the event of one individual member of the club making a claim against the club or another member.
- Referees/match officials whilst refereeing sanctioned competitions, including any stand-in referees. Covers all levels of football in Wales but excludes European fixtures.
- Volunteers of the insured club/league whilst acting on behalf of the club/league.
- Products liability - sale or supply of club memorabilia, replica kit, programmes, food and drink.
- No fault property damage up to £1,000.
- Special third party property damage extension for windows/windcreens. Excess is reduced to just £25 for claims up to £2,000.
- First aid. Administering of first aid at an organised club/league activity is included for club members other than when such persons are indemnified under a medical malpractice or other insurance.
- Coaching activities of the club/association only (but not if provided in return for a fee - see professional indemnity extension).
- Abuse cover is only available for all persons involved in an official capacity (e.g. managers, coaches, members, and officials) who are involved with football activities for youth and/or vulnerable adults.
- Car parks for which you are responsible for. It is a condition that you have a clearly displayed disclaimer of liability for any loss or damage to any motor vehicle. This disclaimer is to be situated in a prominent position in your car park.
- Designated changing facilities owned or operated by you. It is a condition that you have a disclaimer of liability for any loss or damage within the cloakroom. The notice must be prominently displayed in or adjacent to the cloakroom. An attendant must be on duty therein throughout the whole of the time the cloakroom is in use or it must be adequately locked if unattended.
- Health and Safety at Work Act Prosecution defence costs.
- Court attendance compensation.
- Motor vehicles used for club activities which are not licensed for road use - e.g. "sit on" mowers.

Main exceptions

- The first part of any claim (your excess).
- Liability arising from property ownership with regards to the operation of licensed premises.
- 'Player to Player' liability.
- Assault, battery or any intentional or pre meditated or malicious or deliberate violence, criminal act or acts or intent to cause harm or gross negligence.
- Actions of a player whilst under club, league or association suspension.
- Hazardous activities.
- Fireworks or bonfire displays that do not meet agreed event plan criteria
- Loss or damage to property in your custody or control (other than damage to property comprising premises leased or rented by you).
- Fines, liquidated damages or penalties.
- Advice, design or specification given by or on behalf of the insured club or league for a fee. Professional services rendered by or on behalf of the insured.
- Gradual pollution or contamination.
- Contractual liability.
- Asbestos.
- Products manufactured.
- Geographical limit - excludes the United States of America and Canada.

Limitations:

- Car parks cover limited to £50,000 per vehicle.
- Designated changing facilities cover limited to £10,000 in respect of visitors effects.
- Court attendance compensation limited to £250 for any director or partner of the insured club/league, £250 for any employee.
- Player to Player legal defence costs limited to £200,000.
- Abuse cover is limited to £1,000,000 and excludes any liability arising from an act of any person who has not been checked by the Disclosure & Barring Service (DBS) and does not hold evidence of current clear DBS status.
- Special third party property damage excess reduction for windows/windcreens only applies if total cost of damage in the year is less than £2,000.

2. Employers liability | £10,000,000

Protection against legal liability in respect of claims made for injuries caused to any volunteer, employee of the club/league/association arising out of and in the course of such employment.

Cover includes

- A £10,000,000 limit of indemnity (£5,000,000 in respect of terrorism and asbestos).

Main exceptions

- Geographical limit - UK & Ireland

3. Officers & committee liability | £10,000,000

Cover includes

- Claims brought against officers, committee members, directors and trustees for wrongful acts.
- Legal costs for allegations of breach of Health and Safety legislation including corporate manslaughter.
- Legal costs of representation at an investigation eg Health and Safety or employment.
- Legal costs for allegations of fraud or dishonesty (until judgement or admission).
- Direct financial loss following dishonesty of employees or volunteers (£1,000 limit).

Main exceptions

- Dishonesty & fraud
- Breach of professional duty
- Bodily injury, property damage, pollution, nuclear risks & war
- Prior claims & circumstances - made or intimated before the inception date, or arising from any circumstance of which any officer, trustee, director or committee member was aware prior to the inception date
- Geographical limit - UK & Ireland

This section of the policy is written on a 'claims made' basis - please refer to the glossary

4. Professional indemnity | £10,000,000

Cover includes

- Defence costs and awards for claims made against the club/league for negligent acts, errors or omissions, libel, slander and defamation.
- Football Coaching and associated advice given by persons appropriately qualified, in connection with the sport, involving a fee for and on behalf of the club/league/association.

Main exceptions

- The first part of any claim (your excess).
- Deliberate or dishonest acts.
- Prior claims, investigations and circumstances.
- Breach of contract.
- Geographical limit - excludes the United States of America and Canada.

This section of the policy is written on a 'claims made' basis - please refer to the glossary

Explanatory notes for sections 3 and 4.

As a club/league officer, committee member, director or trustee you accept ultimate responsibility for directing the affairs of your club or league, ensuring that it remains solvent, well run and meets the needs for which it has been established. Delegating responsibilities is common, however as an officer, committee member, director or trustee you retain the ultimate responsibility for any decisions or action taken, for example accepting new members or directing how club funds are to be used.

Clubs and leagues can be subject to a large number of rules and regulations. Officers, committee members, directors and trustees also need to be aware of these requirements and must ensure that the club or league complies. What you have to comply with will vary depending on your activities or your size. Examples include compliance with:

- legislation concerning racial, sexual and age harassment and discrimination
- employment law for any club/league employing staff (this may include volunteers)
- Health and safety regulations including those relating to employees, club or league members and the general public.

The following covers would provide officers and committee liability and professional indemnity insurance. To protect your personal assets these covers include claims brought against individuals.

5. Cyber liability | £500,000

Cover includes

- The content of the club/leagues website, email, intranet or extranet, including alterations or additions made by a hacker, for actual or alleged infringement of any intellectual property rights, including any copyright, trademark, passing off or linking to or framing of another page; or defamation, including libel, slander or malicious falsehood.
- The negligent transmission of a computer virus to anyone with whom the Insured does business or to anyone who uses the Insured's website in the course of their business; or
- A breach, violation or infringement of any right to privacy, consumer data protection law, or other legal protection for personal data.
- The unauthorised collection or misuse of any data concerning any customer or potential customer which is either confidential or subject to statutory restrictions on its use and which the Insured obtained through the internet or extranet or website and held electronically.

Main exceptions

- The first part of any claim (your excess).
- Deliberate or dishonest acts.
- Prior claims, investigations and circumstances.
- Breach of contract.

Important conditions:

You must:

- Take reasonable steps to use, maintain and upgrade any program which protects against computer viruses or any unauthorised use of or access to the Insured's computer system, network, electronic link or website.
- Make back-up copies of any data, file or program at reasonably frequent intervals.
- Cancel any username, password or other security protection after the Insured became aware or had reasonable grounds to suspect that it had been made available to any unauthorised person.
- Make reasonable steps to ensure that all personal data held by the Insured is encrypted.

This section of the policy is written on a 'claims made' basis - please refer to the glossary.

Some claims examples and FAQs

1. Public and products liability

Why should I have it?

Claims examples:

1) A player slid off the pitch into a concrete post. It was alleged that the post was erected too close to the playing surface and injury could have been avoided if the club had taken prior action. The club were held liable for the injury to the player.

2) During a football competition the club provided their own barbeque and supplied burgers and snacks. Following the event the club received news of several cases of food poisoning from various people that had attended the event. The club were held responsible.

2. Employers liability

Why should I have it?

Claims example:

A club asked a "volunteer" if he would put the nets up on a regular basis in return for a small monetary reward. The club supplied a wooden step ladder to help fulfil the task.

The stepladder collapsed whilst the volunteer was using it and resulted in sustaining an injury. It was proven that the step ladder was rotten and unsuitable for the task at hand. The club were held liable under Employers Liability because of the master-servant relationship.

3. Officers and committee liability

Why should I have it?

Claims example:

During a committee meeting club member A read out a statement relating to club member B. Club member B took offence to this statement and later pursued legal action against club member A for alleged defamation of character.

4. Professional indemnity

Why should I have it?

Claims example:

A club coach decided to bring in a new warm-up regime before a game. A few players reported back pains a week later. It was alleged that these injuries were as a result of the new training regime and the advice that the club coach had been giving the players.

Claims for injury were pursued against the coach for the instruction and advice he had given. The policy offered protection to the club coach in this particular case.

5. Cyber liability

Why should I have it?

Claims example:

A club official drove to work with a laptop on the back seat of the car. Whilst stopped at a set of lights a thief reached in and stole the laptop which happened to contain information on club members, including names and address, contact numbers, dates of birth, nationalities, and some bank details.

The club had to advise all their members and organisations of the loss of data in addition to having to deal with some adverse publicity.

Frequently asked questions

Q: Does the policy cover third party injuries sustained inside a clubhouse?

A: Yes. The policy is designed to cover slips, trips, and falls due to your negligence but not if your club building is a licensed premises (refer to the glossary).

Q: Can we have a "Lads v Dads" match?

A: No. TheFAW does not sanction these types of activities. We have received claims in the past following serious injuries in these types of games.

Q: Does the policy cover injury to players?

A: This is a liability policy only so is designed to provide protection for claims made against you if you are found to be at fault or negligent in some way. For players to be protected for injury, regardless of blame, clubs should consider buying personal accident insurance. Visit bluefinsport.co.uk/faw for further information.

Q: Are soccer tots covered?

A: Yes. There are no age restrictions to the liability policies however, it is recommended that for children under 5 years of age their parent or guardian remains with their child.

Q: Are coaches covered?

A: Coaches are covered whilst working solely for the club but not independently.

Q: We are having a bonfire and firework display. Are we covered?

A: Yes, but cover is subject to agreed event plan criteria. Please refer to the glossary.

Q: My kit/phone was stolen having been left in the changing rooms whilst I played - can I make a claim

A: In the first instance this type of claim needs to be referred to your own insurance provider i.e. mobile phone insurance or household cover. Your own club may have a contents policy which potentially could cover items away from the club. A liability claim will only be successful if the club have acted in a negligent fashion.

If you have any questions please email faw@bluefinsport.co.uk or call 0345 872 5060

Evidence of liability insurance for the 2020/21 season

As Insurance Brokers to the Football Association of Wales (FAW) it is hereby noted and agreed that cover is operative on the following basis for member leagues, clubs (other than for any Welsh Premier League Team) and referees affiliated to the FAW and their Area Associations for their respective rights and interests.

Please note that for this evidence of cover to be valid it must be accompanied by, and read in conjunction with, the member leagues/club's affiliation to FAW document.

It is a condition precedent to the underwriters' liability that the affiliated member league/club has paid their affiliation fee and is in possession of said document. The following cover is subject to the policy terms, conditions and exclusions and a valid affiliation number for the 2020 to 2021 football season.

Policy number	:	SL6000599935
Insured	:	The Football Association of Wales, Area Associations, Member Clubs*, Leagues, Referee Associations/Societies and Referees.
Period of cover	:	1 July 2020 or date of affiliation, whichever is the later, to 30 June 2021 both dates inclusive.
Insurers	:	Catlin Underwriting Agencies
Public/Products Liability	Cover status:	INSURED
	Limit of Indemnity:	£10,000,000 any one occurrence (Public Liability) and in the aggregate in respect of Products Liability
	Excess:	£250 each and every claim for damage to Third Party Property, £25 each and every claim for damage to Windscreens/Windows.
Professional Indemnity	Cover status:	INSURED
	Limit of Indemnity:	£10,000,000 any one occurrence and in the aggregate
	Excess:	£250 each and every claim
Officers and Committee Liability	Cover status:	INSURED
	Limit of Indemnity:	£10,000,000 any one occurrence and in the aggregate
	Excess:	£250 each and every claim
Cyber Liability	Cover status:	INSURED
	Limit of Indemnity:	£500,000 any one occurrence and in the aggregate
	Excess:	£250 each and every claim
Employers Liability	Cover status:	INSURED
	Limit of Indemnity:	£10,000,000 [£5,000,000 terrorism and asbestos]
	Excess:	£Nil

Subject to the aforementioned, the league/club/referee shall observe fulfil and be subject to the terms, exclusions and conditions contained in the master policy document. A copy of which is available on request or on our website www.bluefinsport.co.uk/faw.

Policy conditions

Car parks - For clubs and leagues that have car parks for which they are responsible it is a condition of the insurance that a Disclaimer Notice must be clearly displayed stating that no liability is accepted for any loss or damage to any motor vehicle. This disclaimer is to be situated in a prominent position in your car park.

Changing facilities - For clubs and leagues that have designated changing facilities, which they either own or operate, it is a condition of the insurance that a Disclaimer Notice is clearly displayed in a prominent position in or adjacent to the cloakroom stating that no liability is accepted for any loss or damage within the cloakroom. An attendant must also be on duty therein throughout the whole of the time the cloakroom is in use or it must be adequately locked if unattended.

Notification of a claim

Please note that all incidents that could give rise to a claim must be immediately reported to Bluefin Sport, with any writ or summons forwarded on immediately following receipt. You should not admit liability under any circumstances as the insurers will respond to all allegations on your behalf.

The insurer 'Catlin Underwriting Agencies' will initially have 40 days from the date you are notified of the incident, to respond to all allegations made against your club. Please note that failure to report a claim potential claim immediately could result in indemnity under this policy being withdrawn by the insurers.

If you receive a Claims Notification Form (CNF) relating to either a claim against your club or a player you should immediately (and no later than one working day) send an electronic acknowledgment of receipt of the CNF to the claimant's legal representatives. We suggest a wording of: "We acknowledge receipt of the CNF dated xx/xx/xx which is being passed onto our insurer, Catlin Underwriting Agencies, under policy number SL6000599935.

You should then immediately send the CNF and associated correspondence to Bluefin Sport to enable formal acknowledgement by the insurer to the claimant's legal representatives. All information should be sent to Bluefin Sport, The Paragon, 32-36 Victoria Street, Bristol BS1 6BX.

Important Information:

This document is provided to you for information only. The issuance of this document does not make the person or organisation to whom it is issued an additional insured, nor does it modify in any manner the contract of insurance between the insured and the insurers. Any amendment, change or extension of such a contract can only be effected by specific endorsement attached thereto.

Should the above-mentioned contract of insurance be cancelled, assigned or changed during the above policy period in such manner as to affect this document, no obligation to inform the holder of this document is accepted by Bluefin Sport or by the insurers.

Claims made (Please note this only applies to Sections 3, 4 and 5.)

The term used to describe the type of policy that will only respond to a loss or claim that is reported to the insurer during the period of the cover. This is in contrast to policies that respond to a loss or claim that occurred during the period of cover. With a "claims made" policy the incident that causes the claim doesn't need to have happened during the period of the policy but it must have occurred after the retro active date – see definition below. Incidents reported after a policy has expired would not be covered.

FAW Liability Insurance Scheme

The name of the insurance package which provides Public & Products Liability, Employers Liability, Officers & Committee Liability, Professional Indemnity and Cyber liability. Plus in the event of a 'Player to Player' claim it provides £200,000 legal defence costs only.

DBS

The Criminal Records Bureau (CRB) is now called the Disclosure and Barring Service (DBS) - CRB checks are now called DBS checks. A DBS check may be needed for certain jobs or voluntary work - like working with children.

Employers liability insurance

Compulsory insurance for all employers. This insurance is required in case any employees pursue their employer for compensation in the event that they suffer injury or disease in the course of their employment.

Event Plan Criteria (Fireworks and Bonfires)

Firework/Bonfire Warranty

- all fireworks are discharged by designated adults only
- all fireworks are stored in fire resistant containers
- all spectators are kept at least 15 metres from the bonfire and firework discharge points
- no accelerants are used on the bonfire

You must fully comply with HSE guidance which can be found at <http://www.hse.gov.uk/explosives/fireworks/using.htm>

Evidence of cover

A document that details how much cover you have (the limit of indemnity).

Excess

This is the amount the policyholder must pay in the event of a claim being made. The amount may differ for each type of insurance.

Insurance Premium Tax (IPT)

A government tax charged as a percentage of insurance premiums.

Insured

A person or business covered by an insurance policy.

Legal Defence Costs

The provision of legal defence cover is designed to protect the accused party.

Licensed premises

A premises that supplies or sells alcohol and/or that provides public entertainment.

Officers & committee liability insurance

Provides cover for claims made directly against individuals at the club e.g. officer, committee member, director and/or trustee.

"Player to Player"

A term used to define a situation where a claim arises from one player injuring another whilst participating in a game or training.

Professional indemnity insurance

Cover provides protection if you provide negligent advice or a negligent service. It is designed to safeguard you against claims made by members of the public for any resulting financial loss or damage to their reputation.

Public liability insurance

Cover against damages awarded to members of the public because of an injury or damage to their property through negligence.

Retro active date

"Claims made" policies mean that an incident that causes a claim doesn't need to have occurred within the period of the policy but the policy will define a date before which cover would not be provided – this is the policy's retro active date and will be stated on the Evidence of Cover issued by your Area Association.

Territorial limits

The geographical limits within which your policy is valid. For this policy this will be worldwide excluding the United States of America and Canada.

Third party

Someone other than the insured or their insurer.

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