



## Legal liability insurance

The Isthmian League policy summary  
2018/19 season

Valid from 1 July 2018



# Introduction

We have worked in conjunction with the Isthmian League to create this liability insurance product for their affiliated clubs.

This leaflet provides a brief summary of the features, benefits and limitations of the cover provided by the Isthmian League liability policy, arranged by Bluefin Sport and underwritten by XL Catlin.

## Contents:

- Introducing Bluefin Sport
- What is the Isthmian League liability policy?
- Is the policy adequate for my club?
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- Are club tournaments and fund raising events covered?
- The insurer
- Summary of the covers and significant exclusions (e.g. 'player to player')

## Introducing Bluefin Sport

We are a national provider of insurance and risk management solutions to the world of sport and our approach has helped to make us one of the UK's leading sport insurance brokers.

### Award winning service



We are one of only a few brokers which hold both an 'Exceptional' award by Investors in Customers (an independent survey of the quality of our customer service) and Chartered status, an exclusive title only awarded to firms which meet certain rigorous standards of professionalism and capability.

It signifies that we are serious in our pursuit of the highest standards.

## What is the Isthmian League policy?

This policy provides **public liability insurance** and is designed to indemnify member clubs of the Isthmian League.

A club can be held legally liable if it is proven that it was negligent or failed to take 'reasonable care' to prevent injury to a member of the public or members of the club or damage to third party property.

Public liability insurance is designed to pay compensation and legal costs that arise if the club or any of its members are found to be at fault. **This cover is not to be confused with personal accident insurance or employers' liability insurance.**

### Important note:

Cover automatically includes club commercial activities (e.g. operation of a licensed bar). Should cover be required for Employers Liability separate cover is required so please contact Bluefin Sport for a quotation

## Three elements of cover

Our exclusive policy consists of:

### 1. Public & 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 (See 'Player to Player' liability cover heading).



### 2. Cyber liability



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



### 3. 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.

# About the policy

A club can be held legally liable if it is proven that it was negligent or failed to take 'reasonable care'.

## Is the policy cover adequate for my club?

This document only provides 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 from the Isthmian League or Bluefin Sport.

This product is designed to meet the demands and needs of the member clubs of the Isthmian League that wish to protect themselves against third party liability. Cover includes property owners liability for clubs that own a clubhouse, changing facility or stands.

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

We can also arrange cover for combined insurance packages for buildings, contents and employers liability if required.

## Are there any excesses?

- **Public liability:** £100 for each and every claim in respect of damage to property only. This is reduced to just £25 in respect of claims for damage to glass/windows.
- **Cyber liability:** £250 each and every claim.
- **Professional indemnity:** £100

## The period of insurance

The Isthmian League arrange for the liability policy to provide 12 months cover from 1 July 2018 (or the date the club joins the league and cover agreed, whichever is the later). The policy 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 policy does not cover 'Player to Player' incidents.

However, the policy may pay up to £250,000 towards legal defence costs to defend an action brought by a player from another club, subject to the terms, conditions and exclusions of the policy, and provided that the insurer believes there is a strong possibility of successfully defending the allegation.

The provision of legal defence cover is designed to protect the innocent party. It is important to note that this will not provide cover for 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.

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

The policy does not include cover for event cancellation, abandonment or curtailment or event property.

## The insurer

The policy is underwritten by XL Catlin. Their Sport & Leisure team has significant industry experience, knowledge, technical know-how and embedded product expertise. To learn more, visit [xlcatalin.com](http://xlcatalin.com)

## Require assistance?

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 discuss your requirements in more detail.

0345 872 5060  
[sport@bluefinsport.co.uk](mailto:sport@bluefinsport.co.uk)

# 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, features and benefits

#### Cover includes:

- The organised activities of member clubs of the Isthmian League.
- 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.
- Legal defence costs in the event of 'Player to Player' (participant to participant) up to £250,000. 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.
- 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.
- Volunteers of the insured club 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 £1000.
- 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 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. 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 £250,000.
- 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. Cyber liability | £500,000

### Cover includes:

- The content of the club 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.
- 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 holds electronically.

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

### 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.

## 3. Professional indemnity | £5,000,000

### 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.

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

### Main exceptions:

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

## At a glance glossary

### Claims made (please note this only applies to Section 2 and 3)

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. Incidents reported after a policy has expired would not be covered.

### Commercial activities

Means activities arranged by you and within the geographical limits which are not directly related to the operation of a team or club and the sole purpose of which is to gain a commercial advantage.

### 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.

### 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>

### 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.

### 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.

### 'Player to Player'

A term used to define a situation where a claim arises from one insured injuring another whilst participating in a game or training. (NB: policy wording refers to this cover as 'Insured v Insured').

### 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.

### 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.



# Evidence of liability insurance for the 2018/19 season

As Insurance Brokers to the Isthmian League it is hereby noted and agreed that cover is operative on the following basis for member clubs 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, proof of the club's affiliation to the Isthmian League.**

It is a condition precedent to the underwriters' liability that the affiliated member 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.

Policy number	:	SL6000599935
Insured	:	The Isthmian League and their affiliated member clubs.
Period of cover	:	1 July 2018 or date of affiliation, whichever is the later, to 30 June 2019 both dates inclusive.
Insurers	:	XL Catlin
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:	£100 each and every claim for damage to Third Party Property, £25 each and every claim for damage to Windscreens/Windows.
Cyber Liability	Cover status:	INSURED
	Limit of Indemnity:	£500,000 any one occurrence and in the aggregate
	Excess:	£250 each and every claim
Professional Indemnity	Cover status:	INSURED
	Limit of Indemnity:	£5,000,000 any one occurrence and in the aggregate
	Excess:	£100 each and every claim

Subject to the aforementioned, the club 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 from Bluefin Sport.

## Policy conditions

**Car parks** - For clubs 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 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 'XL Catlin' 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, XL Catlin, 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, Castlemead, Lower Castle Street, Bristol, BS1 3AG

## 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 Insurance Services Limited or by the insurers.

sport@bluefinsport.co.uk  
bluefinsport.co.uk

**Bluefin Sport**

# myClubinsurance



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