

# GB POWERLIFTING FEDERATION CIVIL LIABILITY PROTECTION

## Summary of Cover

All GB Powerlifting Federation members (including players, coaches, officials, volunteers and casual helpers) have a responsibility to ensure that they do not do anything to cause injury or financial loss to others or damage to property. If they do, and negligence is proven, they could become legally liable to pay compensation. Accidents can and will happen, and in this age of litigation both Clubs and their members are vulnerable to claims that can sometimes involve very large sums of money.

Appropriate insurance cover is therefore essential and the GB Powerlifting Federation has arranged Civil Liability Insurance via our brokers, Perkins Slade Limited.

Cover is provided for members and instructors of GB Powerlifting Federation. Cover is extended to clubs where all club members are directly affiliated to GBPF.

To benefit from cover you must be a UK resident. Cover operates Worldwide with the exception of USA/Canada in the case of individuals. USA/Canada cover is however included for official teams of GB Powerlifting Federation.

The Civil Liability cover includes:

- **Public and Products Liability;** provides protection in the event of a GBPF member negligently causing damage to property/injury or financial loss to another person, whether a club member or member of the public.
- **Libel and Slander;** included to provide protection for Counties/Associations/Clubs comments on web sites and correspondence (including emails etc).
- **Professional Indemnity;** to provide cover for advice given within the club environment (excluded by most Public Liability covers, but INCLUDED here)  
NB – coaches/instructors who provide coaching outside of their own clubs need to advise GBPF.
- **Directors' & Officers' Indemnity;** particularly for unincorporated Clubs/Counties and Associations. Committee members and officers could possibly be sued, as individuals for decisions taken as part of their activities in running the club etc. Directors and Officers' cover provides protection against an individual's own assets being threatened as a result of legal action.

## Limit of Indemnity: £5,000,000

Any one occurrence, but in the aggregate in respect of Products Liability, Directors' and Officers', Pollution and Abuse claims.

## Activities Covered

Activities authorised and regulated by GB Powerlifting Federation Including:  
Club activities, training, competitions, social, fundraising and administrative activities

## Claims

### In the event of a claim:

In the event of a claim, or an incident which could give rise to a claim, please contact Perkins Slade at the first available opportunity. Please do not admit liability as this could prejudice insurers' position and may contravene policy terms. Full guidelines are shown at the end of this document.

Please contact Donna Doran at Perkins Slade Claims on 0121 693 8043  
Email [d.doran@perkins-slade.com](mailto:d.doran@perkins-slade.com)

# OPTIONAL INSURANCES

## 1. Club Insurance

Cover for clubs is provided under the Civil Liability Insurance policy where every *club member affiliates to GB Powerlifting Federation*.

If a club has members who do not affiliate to GBPF then a separate policy will be required for the club. This can be purchased directly from Perkins Slade Ltd at a preferential premium.

Please contact Matt Roberts in the Perkins Slade Sports Department on 0121 698 8119, [m.roberts@perkins-slade.com](mailto:m.roberts@perkins-slade.com), for an immediate quotation.

## 2. Employers' Liability

Where a club employs someone it must by law have Employers' Liability insurance. Cover can be included as part of your Civil Liability contract for a small additional premium. Perkins Slade Ltd advises that it is not necessary for an individual to receive payment in order to be considered an employee for the purposes of Employers' Liability legislation. There is no doubt that some "volunteers" will fall into the category of "employees" under Employers' Liability Legislation. In general, you may need employers' liability insurance for someone who works for you if any OR all of the following apply:

- You have the right to control where and when they work and how they do it;
- You supply most materials and equipment;
- You have a right to any profit your workers make although you may choose to share this with them through commission, performance pay or shares in the company. Similarly, you will be responsible for any losses; you deduct national insurance and income tax from the money you pay them;
- You require that person only to deliver the service and they cannot employ a substitute if they are unable to do the work;
- They are treated in the same way as other employees, for example if they do the same work under the same conditions as someone you employ.

Please contact Matt Roberts in the Perkins Slade Sports Department on 0121 698 8119, [m.roberts@perkins-slade.com](mailto:m.roberts@perkins-slade.com), for an immediate quotation.

## 3. Personal Accident

Personal Accident insurance offers an immediate lump sum payment in the event of an accident leading to death, permanent total disablement and includes a lump sum broken bones cover. The cover is purchased by the club to protect all of its members, including non-playing members and protection operates whilst participating in a club activity recognised by GBPF anywhere in the World.

Please contact Matt Roberts in the Perkins Slade Sports Department on 0121 698 8119, [m.roberts@perkins-slade.com](mailto:m.roberts@perkins-slade.com), for an immediate quotation.

## Liability Claims Notification Requirements

Your Contract of Insurance does have certain conditions imposed, which may be summarised as follows:-

- You are required to give Insurers immediate written notice with full particulars of any claims or circumstances which may give rise to a claim, regardless of any excess that you have to bear under your policy cover.
- Every letter, claim, writ, summons and process in connection with such circumstances must be forwarded to Perkins Slade immediately on receipt
- Written notice must be given to Insurers immediately you have knowledge of any prosecution, inquest or inquiry in connection with any circumstances, which may give rise to liability under the Policy.

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.

Therefore it is important that:-

- An investigation of every incident should be carried out whilst those involved, including witnesses, still have a clear idea of the circumstances, and a written report should be produced;
- Every incident, particularly those involving personal injury, should be reported to us immediately it happens and we will advise you what to do next. Please ensure procedures are in place for all documentation to reach us as quickly as possible.

In order to achieve this, we would 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 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.

Since 31 December 2003 businesses must have an accident book which is compliant with data protection legislation. The book is available from HSE Books.

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 Incidents to Health & Safety Executive**

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](http://www.hse.gov.uk).

## **Insurers comments on Potential Abuse Claims**

"It is a policy requirement that the insured declare all claims or incidents that may give rise to a claim.

This relates to incidents where there is a breach of the child protection policy, which when triggered, the police and social services are involved. As a notifiable incident this needs to be passed to insurers immediately.

Only formal allegations of abuse eg. allegations from the victim or triggered by a whistleblowing policy, which calls for a response and investigation by the police and social services. General suspicions or unsubstantiated allegations, which do not trigger the policy, clearly do not need to be reported.

Finally, all data held by RSA is protected under the terms of the Data Protection Act 1988 and it would be an offence to share any data externally without the insured's permission. Further there is a specialised claims unit that deals with abuse claims. All records are stored securely and access is restricted to the team only. There are no scans on the system of any names and this data is held securely in a paper file"