

Summary of Liability
& Personal Accident
Cover 2023-2024

August 2023



Sport & Entertainment



**Insured**

England Netball

Period of Cover

1st September 2023
to 31st August 2024

This document is intended as a summary only and does not represent the full terms, conditions and exclusions. A full policy document is available from Howden.

Insurance is provided on the basis that at the time of your membership renewal you have declared any material facts which may affect provision of the cover.

Liability

Please see attached incident notification and reporting guidelines.

In the event of a claim please contact Howden claims team:

Telephone

0121 698 8040 to request a claim form. Please note further information on making a claim below.

Summary of Liability & Personal Accident Cover 2023-2024

Activities

For fully affiliated members of England Netball (Member, Clubs, Groups, Regions, Counties and Leagues) cover is provided in respect of any activities recognised and authorised by England Netball.

Policy Type Combined Liability

Policy Number HUP16 8021793

Insurer

Hiscox Insurance Company Ltd

Public/Products Liability Section**Limits of Indemnity**

£10,000,000 any one event (in the aggregate in respect of products)

Cover provided protects your legal liability for damages and legal costs arising out of Third Party loss, injury or damage, in connection with the activities described above. Cover includes Public Liability, liability for damage to leased and rented premises, member to member liability, indemnity to principals and liability out of goods sold supplied including refreshments.

Professional Indemnity**Limit of Indemnity**

£10,000,000 any one event

Cover provided for negligent acts, errors or omissions in respect of your business activities including bodily injury as a result of coaching

Employers Liability Section

(Only applicable to Clubs, Groups, Regions, Counties and Leagues)

Limit of Indemnity

£10,000,000 any one event

This covers legal liability for damages and legal costs arising from the death or bodily injury to employees (voluntary or paid) in the course of their employment.

Management Liability

Only applicable to Member clubs, Groups, Regions, Counties and Leagues.

Directors of Officers

£5,000,000 in the aggregate

The insurer subject to the terms, conditions, exclusions and limitations in the policy agree to indemnify the insured and or/the Association for the amount any insured becomes legally liable to pay in respect of a claim including defence costs, legal representation costs, awards of damages and awards of costs.



Personal Accident

Important Note

Claims under this policy must be notified to the insurer within 120 days from the date of the incident and no claim will be considered after 365 days from the date of the incident. If you are unsure if your injury will trigger a claim under the policy, please discuss with Howden claims team.

Important Terms and Principal Exclusions

Retroactive and Prior and Pending dates

- Professional Indemnity Retroactive Date 1 September 2013
- Public Liability extension Abuse – Retroactive Date 1 September 2017
- Management Liability and Corporate Legal Liability Prior and Pending and Retroactive Date 1 Sept 2013.

Principal Exclusions

- Claims arising from activity before the retroactive and Prior and Pending Dates noted under the Professional Indemnity and management Liability Sections.
- Claims arising from Cyber Attack
- Deliberate and Dishonest Acts
- Claims brought in the USA/Canada for all sections of the policy
- Claims brought outside the UK and European Union under the Public/Products liability Section
- Claims brought outside the UK under the Employers Liability Section
- War Terrorism and nuclear risks – (Terrorism is insured on the Employers Liability inner limit £5m where employers liability is applicable to the membership category)
- Asbestos
- Pollution
- Matters insurable elsewhere – as detailed in the policy wording for each section.
- Management liability section
 - Share offerings
 - Financial advantage
 - Takeovers and mergers
 - Breach of professional duty
 - Defined benefit pension schemes
 - Failure to fund pension and employees benefit schemes
 - Contractual liability

A full list of the of exclusions can be found in the policy wording.

In the event of a claim please contact Howden claims team:

Telephone

0121 698 8040 to request a claim form. Please note further information on making a claim below.

Policy Type: Personal Accident
Policy Number: ORT/GPAIBT/9725425

Insurer
Ortus Underwriting

The insurer will, subject to the terms, conditions, provisions and exceptions of this policy, provide cover for Accidental Bodily injury which results in death, loss of limbs, hearing or sight, permanent or temporary disability as defined under the policy which occurs whilst involved in recognised and authorised netball activities. The geographical limit is worldwide (excluding areas of war or hostilities).

Category Descriptions

Category A/1

Any person resident in the UK who is a member of England Netball either through their Club, County Association Committee, Regional Association Committee, National Advisory Group or other organisation and aged between 16 and 80 years old at the policy effective date.

Category B/2

Any person resident in the UK who is a member of England Netball either through their Club, College, County Association Committee, Regional Association Committee, National Advisory Group or other organisation and aged under 16 at the policy effective date.

Category C/3

Any person resident in the UK who is a member of England Netball either through their College or University, back to netball or walking netball subscriber of England Netball and aged between 16 and 80 years old at the policy effective date.

Benefit	Gold (£) Category A/1 (See description above)	Gold Under 16 (£) Category B/2 (See description above)	Silver (£) Category C/3 (See description above)
Accidental Death	5,000	5,000	5,000
Permanent Total Disablement	50,000	50,000	10,000
Permanent Total Disablement ***	Various % of above limit	Various % of above limit	Various % of above limit
Loss of one or more Limb(s)	50,000	50,000	10,000
Loss of one or both eyes	50,000	50,000	10,000
Loss of Speech	50,000	50,000	10,000
Loss of Hearing in one ear	12,500	12,500	2,500
Loss of Hearing in both ears	50,000	50,000	10,000
Emergency Dental or Optical Expenses (£50 excess)	Up to 600	Up to 600	Up to 250
Bodily injury resulting in accidental damage to hearing aids (£50 excess)	Up to 600	Up to 600	Up to 600
Hospital In Patient (see detail below **)	50 per day	Not Covered	Not Covered
Convalescence	100	Not Covered	Not Covered
Physiotherapy * (£50 excess)	6 visits up to 290	6 visits up to 290	Not Covered
Broken Bones (Maximum £500 per incident) Fracture shall mean the breach in the structure of bones produced by accidental bodily injury and shall have necessitated plaster casts	<ul style="list-style-type: none"> • Spine/Neck/Skull 500 • Collar cheek/pelvic/hip 200 • Leg/ankle (femur/tibia/fibula & tarsus) 200 • Arm/wrist (humerus, radius, ulna & carpus) 100 • Finger/toe/elbow/nose 50 	<ul style="list-style-type: none"> • Spine/Neck/Skull 500 • Collar/cheek/pelvic/hip 200 • Leg/ankle (femur/tibia/fibula & tarsus) 200 • Arm/wrist (humerus, radius, ulna & carpus) 100 • Finger/toe/elbow/nose 50 	<ul style="list-style-type: none"> • Spine/Neck/Skull Nil • Collar/cheek/pelvic/hip 100 • Leg/ankle (femur/tibia/fibula & tarsus) 100 • Arm/wrist (humerus, radius, ulna & carpus) 50 • Finger/toe/elbow/nose Nil
With effect from the Policy Effective Date, in respect of endorsement 1, the definition of fracture under item (iv) is amended to read as follows:-			
- Fracture shall mean the breach in the structure of bones produced by Accidental Bodily Injury during the operative time and shall not include hairline/stress fractures or occult fractures. The onus is on the Insured Person to provide evidence that the fracture incurred meets the above requirements			
Torn Anterior Cruciate Ligament Necessitating surgery	200	200	200
Temporary Total Disablement Deferment Period: 14 days	200 per week Maximum claim 500	Not Covered	Not Covered
Benefit Period	18 days	N/A	N/A
Temporary Partial Disablement Deferment Period: 14 days	100 per week Maximum claim 250	Not Covered	Not Covered
Benefit Period	18 days	N/A	N/A
Parental Travel Expenses	Not Covered	Up to 100	Not Covered

*Physiotherapy is available following a ruptured, snapped or torn ligament or tendon or broken bone of primary dislocations

** Hospital In Patient:

In the event of an Insured Person sustaining Bodily injury as a result of an Accident. The benefit will be paid to the Insured person up to 25 days, in the event of the Insured person being admitted to hospital as an in-patient for a continuous period of 24 hours or more. Please note the insurer will not pay a claim where the benefit payable is less than £100 /48 hours.

*** Amputation or permanent loss of use of:

- One thumb 20% or 17.5%
- Index Finger 15% or 12%
- Other finger 10% or 7.5%
- Shoulder or elbow 25% or 20%
- Hip/knee or ankle 20%
- Wrist 20% or 15% (higher % applies to dominant side)
- One Big toe 10%
- Any other toe 3%
- Removal of lower jaw by surgical operation 30%
- Shortening of at least 5 centimetres of lower limb 15%
- Facial Scarring : 5cm in length or area of 5sq cm -5%; 10cm in length or area of 10sq cm - 10%
- Burns: 9-18% of body surface - 15% ; 19-27% of body surface -20%; 28+% of body surface -25%

Item	Schedule of Benefits	Sums Insured
14	Disappearance Extension	Included within Item 1
15	Medical Expenses	Up to 20% of any amount claimed under Items 1 to 12 up to a maximum of £15,000
17	Coma Benefit	£30 per day payable up to 104 weeks
18	Funeral Expenses	Up to £5,000
19	Personal Effects	Up to £250
26	Dependant Child Benefit	In the event of Accidental death of an Insured Person which results in a valid claim under Item 1 of the Policy schedule, We will increase the sum insured by 5% for each Dependant Child of the Insured Person , but subject to a maximum of 10% of the sum insured in all and up to the maximum amount noted in the Policy schedule. Category A/1 and C/3 adult members only

Important terms and Principal Exclusions

Maximum Age 80 Years. We will not pay for any claim where an Insured Person is aged 80 years or over at the Policy effective date (1 September 2023).

General Policy Exclusions – Applicable to ALL sections of this Policy:

The following **Policy** Exclusions apply to all Sections of the **Policy** and all clauses, extensions and endorsements unless otherwise stated.

We will not cover death, disablement or loss:-

1. Whilst the **Insured Person** is engaged or taking part in military, air force or naval service or operations (other than reserve or volunteer training).
2. Whilst the **Insured Person** is engaged or taking part in aeronautics or aviation, other than as a passenger.
3. Whilst the **Insured Person** is engaged or taking part in mountaineering or rock climbing normally involving the use of ropes and/or guides.
4. Whilst the **Insured Person** is riding or driving in any kind of race.
5. Directly or indirectly caused or contributed to by the **Insured Person's**
 - a) Intentional self-injury
 - b) Suicide or attempted suicide
 - c) Provoked assault or fighting except in bona fide self-defence
 - d) Own criminal act
 - e) Engagement or participation in civil commotions or riots of any kind
 - f) Deliberate exposure to exceptional danger (except in an attempt to save human life).
6. Any claim arising from or attributable to **Illness** or natural cause.
7. Any claim in respect of Items 15-26, for any expenses incurred for longer than the **Benefit Period** as noted under Item 8 in the **Policy** schedule or 104 weeks whichever is the less. If Item 8 is not covered then **We** will not cover expenses incurred for longer than 104 weeks.
8. For claims where medical or other suitable evidence is not provided.
9. Whilst the **Insured Person** is under the influence of alcohol (which exceeds the prescribed limit under the Road Traffic Acts 1988 and would render the **Insured Person** unfit to drive regardless of whether the **Insured Person** is driving or not), drugs or solvents (other than drugs taken under medical supervision but not for the treatment of drug addiction).
10. Occasioned by or occurring whilst the **Insured Person** is in a state of insanity temporary or otherwise.

11. Arising from or attributable to **War** (whether declared or not), whilst the **Insured Person** is in the **United Kingdom** or is travelling to any country or area that, at the commencement of travel, was publicly known to be in a state of, or faced with the threat of **War**.
12. Regardless of any contributory cause(s), any claim(s) in any way caused or contributed to by an **Act of Terrorism** involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent. If **We** allege that, by reason of this exclusion, any claim is not covered by this **Policy**, the burden of proving the contrary shall be upon **You**.
13. Arising out of or consequent upon or contributed to **Radiation**.

In addition to the general policy exclusions please note

Item 15 – Medical Expenses – we will not pay for any claim where the benefit payable is recoverable under another insurance that you or an insured person may have in force.

Item 17 – Coma Benefit – we will not pay for the first 48 hours of any claim.

Item 23 - Physiotherapy - we will not pay for any claim:

- (a) Where treatment has been provided by the NHS
- (b) Where the benefit payable is recoverable under any other insurance that the Insured Person or the Insured may have in force

Item 25 - Hearing Aid(s) - we will not pay:

- (a) For the first £50 each and every claim
- (b) For claims arising from the pre-existing hearing conditions
- (c) For charges made for travelling time, broken appointment or similar punitive charges
- (d) For claims arising from damage due to wear, tear, deterioration or defective workmanship
- (e) For routine examination
- (f) For any treatment deemed to be clinically unnecessary
- (g) The costs of travelling expenses and telephone calls

A full list of the exclusions can be found in the policy wording.



For further information, please [click here](#) and to obtain a copy of the leaflet "Reporting accidents and injuries at work" is available [here](#).

Liability Incident Guidelines

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 Howden 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.

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 (including matters which may trigger your safeguarding policy)
- 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 Howden 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.



For further information, please [click here](#) and to obtain a copy of the leaflet "Reporting accidents and injuries at work" is available [here](#).

Incident Recording Guidelines

We would recommend that a designated person within your organisation is made responsible to record any reportable accident/incident. Records must be kept for at least 6 years, and longer where it involves a person under the age of 18 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 Incidents to Health & Safety Executive

You may also have obligations under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 2013.



Contacts

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