

## A Couple of Insurance Questions Answered

### Vincent Sumpter: BAB Insurance Officer

#### *Claim by an individual member against any other third party*

I asked Endsleigh to explain the level of cover offered through our insurance policy where an individual member is injured by or through the negligence of a visiting Coach/Instructor or other aikikdoka, where these persons are NOT insured with the BAB.

The situation is quite straightforward where the parties involved are both insured through the BAB. The 'member to member' civil liability element of our insurance policy gives cover up to a maximum of £5m.

Things get a little muddled, however, where the individual (Instructor or student) you want to sue for damages/compensation is NOT a member of the BAB. Ask if they have martial arts insurance cover through their own organisation and, if so, what is their level of cover? If you are satisfied with their cover then you would be able to pursue a claim through THEIR organization and insurance company. Our insurance policy does NOT provide any cover for our members to sue other third parties and, unlike 'motor insurance' policies, does not work on the "knock-for-knock" principle; that is, where the claim is actioned and settled by your own insurers.

Where the situation is that the visiting instructor or student has NO insurance there is no cover for injury to members by the uninsured parties. Members would have to pursue a civil claim through law – but, remember, you can't get blood out of a stone!

All our members do, however, have limited personal accident insurance (covering death, loss of limb, eye or hearing, permanent incapacity) through our insurance brokers so, provided the injury sustained falls within the terms of this policy (that is, caused through your training or whilst on BAB/Association/Club business) you can pursue a claim for personal accident through our existing insurance policy.

The moral of this scenario is:

THINK TWICE BEFORE TRAINING WITH AN UNINSURED PERSON

#### *Allegations of child abuse against a member of the BAB*

Because I know that some Coaches/Instructors worry about being accused of child abuse, I also asked Endsleigh, our Insurance Brokers, what the insurance position was for the individual, the Club, the Association and the BAB (the Board and the Executive Committee) when a Club Coach – or any BAB member working with children – is accused of child abuse.

The answer with regard to the BAB Exec, the Association and/or the Club is fairly straightforward; the "professional indemnity" element of our civil liability insurance policy covers the Board, Associations and Clubs against negligence and breach of a duty of care (i.e. failure in a duty to properly supervise). For abuse claims, the limit of cover is set at £2.5m.

The situation is different for the individual accused of child abuse as the matter is, in law, a criminal act and NOT covered under our existing civil liability and professional indemnity insurance policy. However, Endsleigh have indicated to me that they are able to arrange individual quotations for Coaches/Instructors to cover criminal defence costs, but this would not negate the need for the individual to seek their own legal support in the first instance.

*Information correct as at 16 April 2015*

