



# BMABA SUMMARY OF COVER

## April 2017-18 Insurer Scope Of Cover

### Introduction & Overview

This document is designed to offer the prospective or current member of our association the opportunity to better assess the potential suitability of any insurance provisions provided with membership.

This is not an insurer issued document, however the wording is that of the insurer. We have removed contact details relevant only to the management of our group cover policy that does not apply to those attached to it (i.e: students or instructors) however the important wording, exclusions and limitations are included for your reference.

*IMPORTANT: If you do not understand something contained within the policy wording you should not effect insurance with membership and should instead contact our office to discuss / clarify.*

*Throughout the below document the term 'YOU' is used by the insurer in reference to the policyholder, the BMABA. It may also be directly transferable to you in all instances as you will be assigned cover via this policy.*

***Not all sections will be relevant to your particular insurance. For example, you may opt only for public liability insurance however this document will detail the scope of cover available across all differing types of insurance (professional indemnity, employer liability etc).***

### Director's Comments

In addition to the general wording (provided separately) we hope this will help you better understand what is and is not covered by the group cover policy, under which your cover will be assigned.

We're always on hand and happy to assist if you have any questions.



## SUMMARY OF COVER

<b>Employers Liability:</b> Provides protection against your legal liability for Damages and legal costs arising from Injury to any person employed by you in the course of their employment in Your Business	
<b>Features &amp; Benefits</b>	<b>Significant Exclusions or Limitations</b>
<p><b>Standard Cover:</b></p> <ul style="list-style-type: none"><li>• Bodily Injury caused to an Employee during the Period of Insurance within the United Kingdom.</li><li>• Bodily Injury is defined as: physical or mental injury including death, illness, disease, mental anguish or shock but not defamation, libel, slander, deceit, injurious falsehood, discrimination, harassment or advertising injury</li><li>• Cover for Employees temporarily working elsewhere in the world in respect of temporary visits by any employee normally resident in the United Kingdom</li></ul>	<ul style="list-style-type: none"><li>• Limit of indemnity £10,000,000 for any one event (restricted to £5,000,000 in respect of Terrorism or Asbestos).</li><li>• The Policy includes the claimant's costs and expenses within the Limit of Indemnity</li></ul> <p>Indemnity does not apply in respect of:</p> <ul style="list-style-type: none"><li>• Injury for which you are required to arrange motor insurance in accordance with the Road Traffic Act within the European Union</li><li>• Offshore Activity</li></ul>



Public & Products Liability:	
Provides cover for your legal liability for damages arising out of accidental injury to any person or accidental loss or damage to third party property	
Features & Benefits	Significant Exclusions or Limitations
<p><b>Standard Cover:</b></p> <p><b>Public Liability</b></p> <ul style="list-style-type: none"> <li>Accidental Bodily Injury to any person, or Accidental Damage to Property</li> <li>Wrongful arrest, wrongful detention, false imprisonment or malicious prosecution</li> </ul> <p>Occurring during the Period of Insurance within the Territorial Limits in connection with Your Business</p> <p><b>Products Liability</b></p> <ul style="list-style-type: none"> <li>Accidental Bodily Injury to any person or Accidental Damage to Property</li> </ul> <p>Occurring during the Period of Insurance anywhere in the world and caused by or arising from any Product supplied</p>	<ul style="list-style-type: none"> <li>Minimum Limit of Liability provided for Public Liability is £1,000,000 for any one event. Higher limits can often be provided on request.</li> <li>The Limit of Liability shall not exceed £2,000,000 in respect of Terrorism.</li> <li>The Policy will compensate for claimant's costs and expenses in addition to the Limit of Liability</li> </ul> <ul style="list-style-type: none"> <li>Minimum Limit of Liability Provided for Products Liability is £1,000,000 for any one event and in the aggregate in respect of all Events during any one Period of Insurance</li> <li>The Limit of Liability shall not exceed £2,000,000 in respect of Terrorism</li> <li>The Policy will compensate for claimant's costs and expenses in addition to the Limit of Liability</li> </ul> <p>Public and Products liability exclude legal liability:</p> <ul style="list-style-type: none"> <li>The excess specified in the schedule</li> <li>Arising from risks that require more specific insurance ie. Motor, marine etc.</li> <li>arising in connection with advice, design or specification provided for a fee</li> <li>for injury to employees</li> <li>arising from loss or damage to property in your custody or control</li> <li>Damage to Property belonging to the Insured caused by pollution other than sudden and unintended pollution</li> <li>caused by or arising from any Product Supplied which to Your knowledge is for use in or supply to the United States of America or Canada</li> <li>arising from contractual liability for product</li> <li>finances and penalties</li> <li>nuclear risks</li> <li>war risks</li> <li>fear of contracting Asbestos related diseases directly or indirectly out of airing out of, or arising from, resulting from, in consequence of, or in any way involving Asbestos or materials containing Asbestos, in whatever form of quantity</li> <li>cost of removing, repairing and managing asbestos present in buildings</li> <li>Other specific events may be excluded by endorsement.</li> </ul>



Personal Accident: Provides cover for an Insured Person solely and independently of any other cause occurring as a result of an Accident during the course of employment.	
Features & Benefits	Significant Exclusions or Limitations
<ol style="list-style-type: none"> <li>1. Accidental Death</li> <li>2. Loss of Limb(s) Loss of sight in one or both eyes Loss of Speech Loss of Hearing in both ears</li> <li>3. Loss of hearing in one ear</li> <li>4. Quadriplegia</li> <li>5. Paraplegia</li> <li>6. Hemiplegia</li> <li>7. Permanent Total Disablement</li> <li>8. Emergency Accident Medical Expenses</li> <li>9. Emergency Accident Dental Treatment</li> </ol>	<ul style="list-style-type: none"> <li>• Please see Your Policy Schedule for Cover Limits</li> <li>• Benefits shall not be payable under more than one of the items of the Schedule of Benefits in respect of the consequences of one Accident to any one Insured Person.</li> <li>• The total sum payable under this Insurance in respect of any one or more Accidents to any one Insured Person shall not exceed in all the largest sum insured under any one of the items contained in the Schedule of Benefits or added to this Insurance by endorsement, except that the Insurers will in addition pay Medical Expenses.</li> <li>• If an Accident causes the death of the Insured Person within twelve months following the date of the Accident and prior to the definite settlement of the Benefit for disablement provided for under Items 2 to 7 of the Schedule of Benefits, there shall be paid only the Benefit provided for in the case of death.</li> <li>• Benefits shall only be payable under items of the Schedule of Benefits if:             <ol style="list-style-type: none"> <li>a) Under Item 1, death occurs within twelve months of the date of the Accident,</li> <li>b) Under Items 2 to 6, Loss occurs within twelve months of the date of the Accident,</li> <li>c) Under Item 7, the Insured Person becomes totally disabled within twelve months of the date of the Accident, and such disablement lasts for twelve months.</li> </ol> </li> </ul> <p>This Insurance does not cover death or disablement directly or indirectly arising out of or consequent upon or contributed to by:</p> <ul style="list-style-type: none"> <li>• Radioactive contamination</li> <li>• war risks</li> <li>• suicide or attempted suicide or intentional self injury or the Insured person being in a state of insanity</li> <li>• deliberate exposure to exceptional danger (except in an attempt to save human life), or the Insured Person's own criminal act, or the Insured Person being under the influence of alcohol or drugs.</li> <li>• No Benefits shall be payable under this Section in respect of any claim brought by the Insured relating to or resulting from the use of a Live Bladed Weapon.</li> <li>• Bodily Injury arising from             <ol style="list-style-type: none"> <li>d) any pre-existing defect infirmity medical condition or chronic or recurring ailment of which an Insured Person is aware of or could reasonably be expected to have been aware unless it has been declared in writing and accepted by the Insurers</li> <li>e) Pregnancy or Childbirth</li> </ol> </li> <li>• Bodily Injury resulting from the use of by and Insured Person of a motorcycle (as driver or passenger) other than under 250c.c and when the driver is duly qualified and is possession of a current UK driving licence and both driver and passenger wear safety helmet(s) and appropriate clothing             <ol style="list-style-type: none"> <li>a) any kind of power tools</li> </ol> </li> </ul>



<b>Contents &amp; Equipment:</b> Provides cover for Property should it be accidentally lost, destroyed or damaged whilst situated at the premises.	
Features & Benefits	Significant Exclusions or Limitations
<p><b>Standard Cover:</b></p> <p>The contents of your premises for which you are responsible including but not limited to</p> <ul style="list-style-type: none"> <li>• business fixtures and fittings, machinery and plant, furniture and equipment, vending machines inside your premises – but excluding any tokens or money therein, including internal fixed glass, communication, security equipment, video and audio equipment which are used solely by you for training purposes.</li> <li>• General hand tools, tool kits, electronic and air compressed equipment – with no one item exceeding £1000 in value, unless declared on the schedule.</li> <li>• Personal Effects of Directors, Business Partners, Officials and Employees</li> </ul>	<p><b>The Insurer shall not provide indemnity under this section for:</b></p> <ul style="list-style-type: none"> <li>• The amount of the Excess stated in the Schedule</li> <li>• Damage caused by, or following upon subsidence, collapse, landslip, ground heave, settling, cracking, shrinkage or expansion, or any building or foundation or damage caused by climatic or atmospheric conditions or extremes of temperature</li> <li>• Damage caused by malicious intent or vandalism when any part of your building is empty and not in use.</li> <li>• Mechanical and/or electrical derangement and/or breakdown, breakage of valves filaments and the like, burning out or Damage directly caused by short circuiting, leakage of electricity and/or claims arising from overheating</li> <li>• Damage caused by malicious intent or vandalism when any part of your building is empty and not in use</li> <li>• Infidelity or dishonesty by the insured or any Employee(s)</li> <li>• landlord's fixtures and fittings and tenant's improvements</li> <li>• Contents, stock or personal effects elsewhere other than at your premises or that permitted within the United Kingdom</li> </ul> <p><b>Empty or unused premises or buildings</b></p> <p>You must notify the Insurer in writing immediately if the trade premises or any buildings on the trade premises become fully or partially empty or unused and pay any appropriate additional premiums the Insurer may require</p>



<b>Professional Indemnity:</b> Provides cover for one aggregate indemnity limit during the policy period for all claims and defence costs.	
Features & Benefits	Significant Exclusions or Limitations
<ul style="list-style-type: none"> <li>• Claims made in respect of any negligent act error or omission arising out of the conduct of the club/association</li> <li>• Costs incurred in defending a claim</li> <li>• The costs of replacing/restoring documents in your custody or control which may be lost or damaged</li> <li>• Acts of self-employed persons or former employees</li> <li>• Claims made due to dishonesty of your employees</li> </ul>	<ul style="list-style-type: none"> <li>• Your self-insured excess (applicable to both claim and defence costs);</li> <li>• Cover provided by more specific insurances such as Employers or Public Liability;</li> <li>• Claims made by entities in which you have a controlling interest;</li> <li>• Liability assumed under an agreement;</li> <li>• Supply of goods;</li> <li>• Bodily injury or property damage;</li> <li>• Fines or penalties;</li> <li>• Nuclear and war risks;</li> <li>• Asbestos and/or pollution;</li> <li>• Financial Services;</li> <li>• Claims or circumstances that should have been reported to a previous policy;</li> <li>• Business conducted or claims made in certain geographical locations;</li> </ul>

Initially Composed: 28/03/2017

Last Updated: 28/03/2017