

English Lacrosse Association Ltd T/as English Lacrosse is the national governing body for Lacrosse in England. As the experts they develop programmes, encourage new participants and guide existing participants in their Lacrosse Experience.

To ensure high levels of protection for its registered members, English Lacrosse centrally arranges a programme of insurances.

This summary contains information about the insurance coverage including:

- Period of Insurance
- The Insured (who is covered):
- Policy coverage
- The Indemnity limit
- When and where does cover apply?
- Principle exclusions
- How to make a claim
- Incident notification guidelines
- Insurance FAQ's

For the full policy terms and conditions, please contact Endsleigh Insurance (Brokers) Ltd, contact details can be found on page 11.

## Introduction

English Lacrosse (EL) arranges Combined Liability, Personal Accident and Personal Equipment Insurance for its registered members as a benefit of registration. This includes players, officials, volunteers, trainers, umpires, and coaches.

This summary will:

- Explain who is covered under this facility
- · Identify the insurance companies underwriting the different aspects of the programme
- Provide a summary of the insurance cover and the key exclusions
- Confirm the claims process
- Make it clear who you need to contact in the event of a claim or if you have any questions about the scope of the insurance protection
- · Contains risk management and personal accident claim forms for you to copy and use

Throughout this document 'member' refers to a registered individual.

# Important notes:

This guide is a summary only. For the full terms and conditions you should refer to the policy documentation. A copy of the policy documentation can be obtained by contacting English Lacrosse or Endsleigh Insurance (Brokers) Ltd. Contact details can be found on page 11.

Insurance policies require those covered to disclose all information that would influence a prudent insurer's interpretation of a risk, whether to accept the risk and at what terms and conditions. Failure to do so may give an insurer the right to avoid the policy.

# Helping you improve player safety:

Risk Management is a process of systematically identifying risks and eliminating or reducing the likelihood and consequences of an accident occurring. Even with a basic risk management system in place, a Lacrosse Coach will be better equipped to provide a safe environment for all players, officials and volunteers. It will also help English Lacrosse and its members to continue to benefit from a comprehensive and competitively-priced insurance programme.

# Public / Products Liability

### The Insurer:

Sportscover Europe Ltd Policy Number – PLON99/0078388

### Period of Insurance

1st September 2017 to 31st August 2018

## The Insured (who is covered):

The Insured is the English Lacrosse Association Ltd including all fully-registered individuals participating in recognised and authorised lacrosse activities.

English Lacrosse's recognised and authorised activities include training, competitions, coaching, course attendance etc. These are governed by EL's current Memorandum and Articles, Regulations, Policies and "Insurance Frequently Asked Questions" document, available to download from The English Lacrosse Website.

## What does the policy cover?

The policy will pay for sums that the Insured becomes legally liable to pay for compensation in respect of damage to third party property or injury or death to third party persons as a result of the administration, organisation and promotion of lacrosse throughout the United Kingdom and all associated activities occurring during the period of insurance. It covers liabilities incurred both on and off the lacrosse court. This includes but is not limited to:

### **Participation**

Where a member, coach, official or other person registered and actively engaged in sporting and social activities is injured and takes legal action against the Club or Coach for personal injury. This cover is also extended to include member-to-member liability.

### Club fundraising and social activities

Providing the activity does not require any additional specialist equipment, qualification or training. For these types of activity you should engage an appropriate third party contractor that carries their own suitable insurance.

### First aid treatment

Liability arising from the rendering of emergency first aid treatment

#### **Products Liability**

This relates to claims brought as a result of products a club sells, the most common being food and beverages.

Damage to leased property Liability arising from damage to leased or rented premises not in your custody or control.

## The indemnity limit

£5m any one occurrence (in the aggregate in respect of Products Liability)

### Excess

There is no excess under this section.

## When and where does cover apply?

The policy protects against liabilities as a result of activities anywhere in the world, although a claim cannot be brought within the USA or Canada.

# Principle exclusions

Dangerous activities/special fund raising events including but not limited to those which involve:

- Hazardous sports,
- Bouncy castles
- Large crowds
- Security personnel
- Child minding
- Water activities,
- Aircraft
- Fireworks
- Livestock
- · Amusement rides of any kind
- Advice or Instruction (this is covered under the Professional Indemnity section).

If you consider an event to be "out of the ordinary", you should contact Endsleigh Insurance (Brokers) Ltd prior to beginning the event.

# **Professional Indemnity**

### The Insurer:

Sportscover Europe Ltd Policy Number – PLON99/0078388

## Period of Insurance

1st September 2017 to 31st August 2018

## The Insured (who is covered):

The Insured is the English Lacrosse Association Ltd including all fully-affiliated individuals participating in recognised and authorised lacrosse activities.

English Lacrosse's recognised and authorised activities include training, competitions, coaching, course attendance etc. These are governed by EL's current Memorandum and Articles, Regulations, Policies and "Insurance Frequently Asked Questions" document, available to download from The English Lacrosse Website.

# What does the policy cover?

This coverage extends to provide cover in respect of negligent act, negligent error or negligent omission. This includes advice / training / tuition given by coaches, umpires, officials, managers and trainers.

## The indemnity limit

£1m any one occurrence (in the aggregate in respect of Products Liability)

### **Excess**

There is no excess under this section of the policy.

## When and where does cover apply?

The policy protects against liabilities as a result of activities anywhere in the world, although a claim cannot be brought within the USA or Canada.

### Principle exclusions

- Any operation or administration of any pension or employee benefit scheme or trust fund, or the sale or purchase of or dealing in any stocks, shares or securities or the misuse of
- Any information relating to them, or any breach of any legislation or regulation related to these activities.
- any liability for any breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.
- Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
- Any liability under any contract which is greater than the liability you would have at law without the contract.
- Any infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret.

## **Personal Accident**

## The Insurers:

Sportscover Europe Ltd Policy Number – TBC

# Period of Insurance:

1st September 2017 to 31st August 2018

# The Insured (who is covered):

Registered individuals.

# What does the policy cover?

In the event of an Accident causing Bodily Injury occurring during the period of insurance and as a result of recognised activity.

Benefit	
Accidental Death	5,000
Permanent Total Disability	50,000
Loss of Limb	50,000
Loss of Sight	50,000
Loss of Speech	50,000
Loss of Hearing	50,000
Emergency Dental Expenses*	Up to 600
Hospitalisation (Maximum 25 days)	50 per day
Convalescence	100
Physiotherapy**	Up to 290
Broken Bones (Maximum £500 per incident)	Spine/Neck/Skull - 500 Hip/Pelvis/Leg - 200 Arm Wrist/Ankle - 100 Elbow - 50 Other - 20
Torn Anterior Cruciate Ligament necessitating surgery	200
Temporary Total Disablement	200
Deferment Period : 14 days	Max GBP 500
Parental Travel Expenses (incurred travelling to or from treatment with a medical practitioner)	Nil

<sup>\*</sup> A £50 excess applies to Emergency Dental Expenses
\*\* Physiotherapy is available following a ruptured, snapped or torn ligament or tendon or broken bone subject to an excess of £60 for each and every loss.

# When does cover apply?

Cover applies whilst The Insured is involved in recognised and authorised lacrosse activities anywhere in the world. Cover whilst travelling is restricted to within the UK.

# Key policy definitions:

For a full and complete list refer to the policy wording.

#### **Accident**

A single, sudden and unexpected event that happens by chance and which could not be expected, which occurs at an identifiable time and place which directly and independently causes Bodily Injury.

### **Bodily Injury**

An injury to The Insured which is caused only by an Accident; and on its own leads to:

Death; Loss of Limb; Loss of Sight; Loss of Speech; Loss of Hearing; Permanent Total Disablement; Emergency Dental Expenses; Hospital Confinement; Convalescence or Broken Bones

Occurring within 12 months of the Accident.

#### **Broken Bones**

A complete fracture of one or more of all bones.

#### Convalescence

The period following The Insured's hospital confinement for at least seven days provided they are under the regular care and advice of a Qualified Medical Practitioner and are unable to carry out all parts of their normal occupation.

### **Physiotherapy**

The expenses from treatment by a Chartered Physiotherapist for bodily injury incurred by the Insured individual, but is limited to the treatment of either fractures/rupture/snapped/torn to a ligament or tendon of the Insured individual.

#### Loss of Hearing

Total and irrecoverable deafness confirmed by audiometer and sound threshold tests.

#### **Loss of Limb**

Loss of an arm, physical severance of the four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand) or the permanent total loss of use of an entire hand or arm and/or amputation of or losing the use of a leg at or above the ankle (talo-tibial joint).

### **Loss of Sight**

Permanent blindness in both eyes resulting in the Insured Person's name being added to the Register of Blind Persons on the authority of a qualified ophthalmic specialist or permanent blindness in one eye to the degree that, after correction using spectacles, lenses or surgery, objects that should be clear from 60 feet away can only be seen from 3 feet away or less.

### **Loss of Speech**

Total and permanent loss of speech.

#### **Permanent Disablement**

Disability lasting at least 12 months and from which the Insurers believe The Insured will never recover.

### **Total Disablement**

A Permanent Disability caused other than by Loss of Limb, Loss of Sight in One/Both Eyes, Loss of Speech or Loss of Hearing which stops the Insured from carrying out gainful employment for which you are fitted by education, qualification, training or experience.

### **Temporary Total Disablement Compensation**

The amount payable for loss of wages due to Total Disablement after the Excess Period has been satisfied. The compensation amount will be payable, based upon your proven weekly taxable income, up to the amount shown in the schedule. Proven income does not include bonuses or other allowances.

### **Travel Expenses**

Expenses incurred using public transport and / or taxicabs for transport to or from a documented appointment with a qualified medical practitioner for consultation or treatment of a bodily injury for which an alternative and an additional benefit is payable under 'Gold Level' cover for under 16's. Receipts must be provided.

# Principle exclusions:

- Insurers will not pay any benefit for Bodily Injury after the expiry of the Period of Insurance during which The Insured attains the age of eighty years.
- Professional sports persons or professional entertainers, with the exception of full time paid coaches. Sickness, or disease, that is not caused by Bodily Injury.
- Disabilities arising from
  - Repetitive Stress (Strain) Injury or Syndrome or any gradually operating cause
  - Post-Traumatic Stress Disorder or any psychological or psychiatric condition
- Suicide, attempted suicide or deliberate self-inflicted injury by the Policyholder regardless of the state of their mental health.
- Pregnancy, childbirth, miscarriage or any consequence thereof.
- The influence of solvents, drugs or medication upon the Policyholder, except where it can be proved that the drugs or medication were taken in accordance with a proper medical prescription and not for the treatment of drug addiction.
- The Policyholder driving a motor vehicle while the alcohol content of their blood exceeds the level permitted by the law of the country in which the Accident occurs.
- Pre-existing medical conditions.

# **Property Cover**

## The Insurers:

Sportscover Europe Ltd

# Period of Insurance:

1st September 2017 to 31st August 2018

# The Insured (who is covered):

Registered individuals.

## What does the policy cover?

Up to £500.00 of Lacrosse Equipment against damage or theft.

Cover does not apply to Lacrosse Equipment whilst in use so coverage will not apply in respect of damage to equipment during match play and training.

# When does cover apply?

Cover applies whilst The Insured is involved in recognised and authorised lacrosse activities anywhere in the world. Cover whilst travelling is restricted to within the UK.

### Excess?

£25.00 each and every claim.

## Key policy definitions:

For a full and complete list refer to the policy wording.

## Principle exclusions:

Damage to Lacrosse Equipment whilst in use.

### How to make a claim

## **Personal Accident**

A claim form is available from Endsleigh on 01242 866 906.

## Supporting documentation

You will need to provide the following information with your claim form:

- · Match report or accident report detailing the accident causing bodily injury, if not previously provided
- · Relevant medical records, including doctors/consultants notes advising of details of the disability

## All other types of loss

It is essential that you notify Endsleigh (01242 866789) immediately of any claim or potential claim. It is also important not to admit liability or discuss the matter with a third party. Endsleigh's claims handlers will guide you through the claims process.

All liability claims must be responded to within 24 hours .lt is essential that any allegations are submitted to Endsleigh immediately.

# **Key Contacts**

# For any general queries please contact English Lacrosse:

ENGLISH LACROSSE ASSOCIATION LIMITED

National Squash Centre Manchester M11 3FF

## Contacts:

Registration Services Manager Email: membership@englishlacrosse.co.uk

## All other claims/general enquiries please contact Endsleigh:

Key Accounts
Endsleigh Insurance (Brokers) Ltd
Shurdington Road
Cheltenham,
Gloucestershire
GL51 EUE

Telephone Number: (01242) 866906 Fax Number: (01242) 866961

## Contacts:

General enquires - keyaccounts@endsleigh.co.uk Liability Claims - (01242) 866906



# About Endsleigh

Endsleigh have been a specialist sports insurance broker since their sponsorship of the Football League back in the early 1990's. We have an established Sports Team which provides innovative and competitive insurance solutions to a wide range of customers across the Sport and Leisure sector. Through our affinity with British University Colleges Sports (BUCS) we are their recommended insurance partner providing solutions for over 200,000 students who regularly participate in University and College sports.

In more recent years we have responded to numerous requests to support Sports Associations and National Governing Bodies. Working exclusively with a number of specialist insurers in the provision of sports insurance products, we are able to deliver competitive advantage to our sports customers. Through our knowledge and experience of dealing with sports and education insurance, we've gained a real understanding of what is needed from an insurance product and, the level of support that is required from an insurance broker.

# FCA Complaints Procedure

Providing an excellent customer service is important to Endsleigh and in the vast majority of cases this is exactly what you will receive. However, just occasionally, something goes wrong and a customer, unfortunately, has cause to complain.

This can usually be best achieved by contacting the person you originally dealt with. That person will expect to hear from you if you are unhappy and will aim to resolve your complaint on the same day. While we would like to hear from you by telephone, should you decide to write to us, we will call you with the same objective in mind. If an immediate solution cannot be achieved because further investigation is necessary, we will let you know straight away. We will always acknowledge receipt of your complaint within 5 working days and do everything we can to speedily resolve the problem. Should our investigation take longer than anticipated, which will only happen if the circumstances are particularly complex, we will explain why and we will make sure you are provided with regular updates.

T: 01242 866786 (Mon to Fri 9am - 5pm)

F: 01242 864989

### P: Customer Liaison Department

### Endsleigh Business Team, Shurdington Road, Cheltenham GL51 4UE

We will not normally allow any complaint to be unresolved for more than 4 weeks, as we will always agree a course of action with you within this time. Any investigation will be overseen by a specially selected and trained staff member – we call them Customer Liaison Supervisors, and they represent every part of our business. If at any time you are unhappy with the progress or outcome of our investigations, please do not hesitate to contact the appropriate Customer Liaison Supervisor. You can contact them using the details above. If, at the end of the process you still remain dissatisfied with the outcome, you have the right to take your complaint to the Financial Ombudsman service (FOS). They will consider your complaint totally impartially and we are bound by their decision. We hope, however, that your complaint will have been resolved much earlier and you will not find it necessary to take this action.

The Ombudsman can be contacted by: T 0845 080 1800 E complaint.info@financial-ombudsman.org.uk P The Financial Ombudsman Service South Quay Plaza, 183 Marsh Wall, London E14 9S



# **ENGLISH LACROSSE**

### Summary of Cover



By virtue of your registration to English Lacrosse, you are eligible for the following insurances, provided through our insurance brokers, Endsleigh. The policies are valid for 12 months from the 1st September 2017.

Insured Activities: For registered members of English Lacrosse, cover is provided in respect of any activities recognised and authorised by English Lacrosse.

Insurer: Sportscover

### **Public / Products Liability**

Limits of Indemnity: £5,000,000 any one event (in the aggregate in respect of Products)

This 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 and notified to the Insurers within the period of Insurance. Cover includes Public Liability, liability for damage to leased and rented premises, member to member liability, indemnity to principals and liability arising out of goods sold supplied including refreshments.

#### **Professional Indemnity**

Limits of Indemnity: £1,000,000 any one event

Covers negligent acts, errors or omission in respect of your professional opinion including bodily injury as a result of coaching.

### **Policy Type: Personal Accident**

The Insurer will, subject to the terms, conditions, provisions and exceptions of this policy, pay the Insured the relevant benefit(s) if, during the period of insurance, an Insured Person sustains accidental bodily injury resulting directly and independently of any other cause in death loss or disablement as defined under the Policy. Operative time is anywhere in the world (excluding Iran and Cuba), for insured activities, including direct travel to and from an activity within the United Kingdom.

Panalit	
Benefit	
Accidental Death	5,000
Permanent Total Disability	50,000
Loss of Limb	50,000
Loss of Sight	50,000
Loss of Speech	50,000
Loss of Hearing	50,000
Emergency Dental Expenses*	Up to 600
Hospitalisation	FO par day
(Maximum 25 days)	50 per day
Convalescence	100
Physiotherapy**	Up to 290
Broken Bones (Maximum £500 per incident)	Spine/Neck/Skull - 500
	Hip/Pelvis/Leg - 200
	Arm Wrist/Ankle - 100
	Elbow - 50
	Other - 20
Torn Anterior Cruciate Ligament necessitating surgery	200
Temporary Total Disablement	200
Deferment Period : 14 days	Maximum claim 500
Parental Travel Expenses	
(incurred travelling to or from treatment with a medical	Nil
practitioner)	

<sup>\*</sup> A £50 excess applies to Emergency Dental Expenses

Policy Type: Property

Limit of indemnity – Up to £500.

Cover does not apply to Lacrosse Equipment whilst in use so coverage will not apply in respect of damage to equipment during match play and training.

Excess: £25.00

This is a summary only. For full terms and conditions or to make a complaint, please contact Endsleigh Insurance (Brokers) Ltd, Hadley House, Shurdington Road, Cheltenham, GL51 4UE.

<sup>\*\*</sup> Physiotherapy is available following a ruptured, snapped or torn ligament or tendon or broken bone subject to an excess of £60 for each and every loss.

## INCIDENT NOTIFICATION GUIDELINES

This notification sheet tells you when you should report an incident/accident to English Lacrosse, registration Department. 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 while 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 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 legalisation
- · Any circumstances involving damage to third party property

### AN INJURY IS DEFINED AS:

- Any head injury that requires medical treatment (doctor/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
- · Loss of consciousness caused by asphyxia or by exposure to 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 Endsleigh.

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.

### INCIDENTS 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. From 31st December 2003 it is a requirement to use a new style accident book that is compliant with data protection legalisation. It is available from HSE books. It also contains information of first aid and guidance on how to prevent accidents occurring in the first place.

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, occupations, nature of injury and 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.