



1. Introduction

British Fencing maintains a number of insurance policies, of which two provide direct benefits to members. They are:

- Civil Liability
- Group Personal Accident

The purpose of this document is to give a brief overview of how these policies benefit members and clubs, and to offer basic guidance to fencers, coaches, clubs and club officials in respect of those policies.

2. Sports Accident Policy

This policy provides limited benefits in the event of an accident sustained whilst participating in an official British Fencing, affiliated organisation or affiliated club activity resulting in death, permanent disablement and a range of lesser injuries. It also provides limited medical & dental cover for treatment required as a consequence of such an accident. There are a number of restrictions, notably a maximum age of 80, and a minimum age of 5.

It is a policy requirement that the safety equipment guidelines laid down by British Fencing are followed.

Only members of British Fencing benefit from cover under the Personal Accident policy.

The Personal Accident Policy is not intended to provide any income replacement or to pay wages should you be unable to work as a result of the injury.

To understand what these covers are and to see the main terms and conditions that apply please make sure you refer to the policy summary and policy wording

3. Liability Policy

3.1. General Notes on Liability

This policy provides protection in the event that a civil claim is brought against an individual member (including registered referees and coaches) and affiliated clubs. It also covers British Fencing Ltd, affiliated home country associations, and their subsidiary organisations – including England Fencing regions, Scottish Fencing sections, recognised county fencing unions and affiliated clubs. There is no coverage for Employment Practice Liability, if you have employees you may require this cover and you will need to source this cover.

In all cases, it is a requirement that British Fencing safety equipment guidelines are followed. Notwithstanding any safety checks that might be carried out by coaches or club or competition officials, fencers are reminded of rule t.15 of the rules of fencing, which states:

- Fencers arm, equip and clothe themselves and fence at their own responsibility and at their own risk.

It is the duty of all members to act responsibly, and to take reasonable steps to minimise the risks inherent in any sporting activity, and in particular to support and enforce British Fencing safety guidelines.

4. Requirements for Cover

4.1. Individuals – Requirements for Cover

For individuals to benefit from the insurance (Civil Liability and Personal Accident Insurance) benefits, they must be members of British Fencing.

The level of membership determines which types of fencing activities are covered – for more information please see http://britishfencing.com/membership/new_membership_scheme/

Fencers are covered when competing in an unlimited number of registered events to which their age, membership category, gender and any other factor qualifies them to enter, and which are organised by any of the insured groups – ie British Fencing, a home country, or a recognised region, section, county union or affiliated club, a registered coach, or by a registered group of members.

Non-members are not covered, unless they adhere to the specific circumstances mentioned under the non-member heading below.

The insurance coverage has been primarily designed for members domiciled in the United Kingdom. We have extended cover to allow members to fence Worldwide excluding USA/Canada, whilst participating in activities that have been formally arranged by either British Fencing or one of our member clubs including participating in official, pre-arranged training/practice and competitions. Cover will also operate during a social event organised by British Fencing or member clubs. Ex-pat members are covered for the territory in which they are domiciled provided they inform British Fencing of their domicile details. **Please note members will only be entitled to liability if a claim is brought in a UK court.** We strongly advise all non UK Domiciled fencers to affiliate to the Governing Body in the country in which they are resident to ensure that they are covered in the event of a claim being brought in their local courts.

It is understood that experienced fencers who are not registered coaches often act in support of coaches, or give guidance or direction to less experienced fencers within clubs or at competitions. They still enjoy liability cover under these circumstances, but only registered coaches enjoy cover outside of the club or competition environment.

Coaches

For a coach to benefit from Professional Indemnity Insurance they must be a member of British Fencing and on the British Fencing Coaching register. This includes individuals:

- coaching on a regular basis, or
- reasonably perceived as a coach within the activities they undertake, or
- accepting payment for coaching services.

Registered coaches are covered in the course of coaching the sport at any club, or at any other suitable venue, subject to a documented risk assessment as described below. This includes coaching non-members in schools, universities, leisure centres and similar locations, outside of the club environment. It should be noted that the coach is the insured person, and not the non-member participants. Non-member participants are not covered by either the accident or public liability policy, except under the specific conditions below.

4.2. Clubs – Requirements for Cover

For clubs to benefit from the Liability Insurance, they must be affiliated to British Fencing and all club officials undertaking club duties (eg club secretary, president, coach, committee member) must be individual members of British Fencing.

Liability cover is not venue-specific, and clubs may meet at one or more venues, without limit. However, when considering a venue, a risk assessment should be carried out and documented. This is particularly important when venues are used which were not designed primarily for sporting activity.

All club members should be members of British Fencing. Non-members do not enjoy the benefit of insurance cover (other than to the limited extent for beginners as described below).

Affiliated clubs must ensure that anyone acting as a club coach is on the British Fencing Coaching Register. Club Members supporting a registered coach in coaching duties on an ad-hoc basis are covered however coaches that have a wide role (see explanation in 4.1) must be part of the British Fencing Coaching Register.

If a club has a fencer or parent who, on an ad-hoc basis volunteers at a club it is not necessary to be on a British Fencing workforce register although the club is expected to ensure that the task that they permit the volunteer is reasonable and appropriate to their skills, qualifications and any mandatory checks including DBS or HC equivalent must be performed. Alongside this the volunteer must receive the adequate training (if applicable) prior to engaging in any activities. (see 7.3). The volunteer must be a British Fencing member.

4.3. Competitions – Requirements for Cover

For competitions to benefit from the Liability Insurance they must be registered with British Fencing and all competition organisation officials (eg competition organiser, competition committee member) must be individual members of British Fencing.

Members involved in the management and running of competitions under the auspices of British Fencing, a home country association, a recognised region, section, county union or affiliated club or a registered coach are covered. (Supporter membership will suffice.)

A risk assessment should be carried out and documented relating to the venue and the running of the event.

4.4. Affiliated Organisations – Requirements for Cover

For affiliated organisations to benefit from the Liability Insurance they must be formally recognised as affiliated to British Fencing and all organisation officials (eg committee members and officers) undertaking duties on behalf of the affiliated organisation must normally be individual members of British Fencing.

Affiliated organisations include the home country associations and recognised regions, sections and county unions.

5. Non members

Under most circumstances, only members of British Fencing are covered by the Civil Liability policy and Personal Accident policy.

However, in the following instances, non-members are also covered by the ***Civil Liability policy only***:

Non-members who are appointed by British Fencing to undertake a specific task(s) in connection with a British Fencing project or event.

Non-members who participate in a beginners' course, taster session or similar introductory activity, subject to the following conditions:

- That the activity is a single session of less than 2 hours duration of active participation by any individual non-member.

OR

- That the activity of less than 12 hours duration of active participation over several sessions, AND the names and contact details of the non-member participants are recorded.

In both cases, for cover to be valid, the activity must be overseen by a British Fencing registered coach.

Non-member volunteers assisting ad-hoc in the delivery of affiliated club sessions and registered competitions are also covered.

The club (or the organising committee in the case of a competition or event) is responsible for ensuring the suitability of the volunteer for the activities undertaken.

6. Going abroad

Only 'compete' category members are covered to fence abroad.

Cover extends to fencers and officials of any British Fencing or Home Country team or squad Worldwide, excluding USA/Canada unless you have been given permission by our insurance brokers.

Cover also extends to fencers and supporting personnel for a trip abroad organised by any recognised region, county union or affiliated club, provided that:

- Supporting coaches are registered
- The lead official has a team manager qualification recognised by British Fencing
- Other supporting staff are members and DBS checked through British Fencing
- A risk assessment is carried out and documented

Registered Coaches Liability insurance includes cover for performing coaching activities with non-members when travelling abroad as part of an organised trip.

For example, this would cover a coach taking a group of club fencers abroad to a training camp, where they are delivering coaching services both to their pupils and other (non BF member) fencers.

This cover is limited to trips of no more than 3 consecutive weeks, and no more than 3 months total in any one calendar year. If you require a longer trip, please notify our insurance brokers.

7. Responsibilities

Participation in sport always involves some level of risk of injury and it is accepted that injuries do occasionally occur.

Everyone participating in sport has a **duty of care** to ensure that they exercise all care that is objectively reasonable in order to avoid injury to anyone.

An injured person may allege that (for example) the member, coach or club is responsible and is in breach of its duty of care. Under these circumstances they may seek damages the member, coach or club may find itself having to defend its actions in the civil courts. Such action may be taken even if you feel that the allegation is unreasonable or unfounded.

The British Fencing Public Liability insurance would respond under such circumstances and this would pay your defence costs and any damages awarded.

7.1. Member Responsibilities

The following are examples of what needs to be undertaken to demonstrate that you are fulfilling your duty of care:

- Undertake activities in accordance with membership, registration and qualifications
- Adhere to the British Fencing Code of Conducts
- Ensure that your personal equipment is in good working order
- Where appropriate, withdraw from participating when injured
- Be appropriately prepared for the sport activities you undertake.
- Follow instructions given to you by officials

7.2. Coach and Official Responsibilities

The following are examples of what needs to be undertaken to demonstrate that you are fulfilling your duty of care:

- Sport officials and coaches must be properly accredited and registered
- Sport facilities must be checked for safety and hazards removed prior to sport activity
- Children and/or other vulnerable segments of the population should be properly supervised when they participate in sport activities.
- Equipment used is in good working order

- Sport participants are appropriately prepared for the sport activities they undertake. This would include basic checks to ensure that the health and fitness levels, skills and knowledge of rules are appropriate for the activity they are about to undertake.
- Where appropriate, injured persons are withdrawn from participation.
- Behaviour that may increase the possibility of injury is discouraged and action taken against persistent perpetrators of inappropriate behaviour.

7.3. Club Responsibilities

The following are examples of what needs to be undertaken to demonstrate that a club is fulfilling its duty of care:

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- Officials and coaches must be properly accredited
- All activities have the appropriate oversight and supervision is undertaken by qualified persons or those with suitable experience
- Sport facilities are appropriate for the activities and must be checked for safety and hazards removed prior to sport activity
- Children and/or other vulnerable segments of the population should be properly supervised when they participate in sport activities.
- Equipment used is in good working order
- Sport participants are appropriately prepared for the sport activities they undertake. This would include basic checks to ensure that the health and fitness levels, skills and knowledge of rules are appropriate for the activity they are about to undertake.
- Behaviour that may increase the possibility of injury is discouraged and action taken against persistent perpetrators of inappropriate behaviour.

8. Exclusions

The British Fencing Liability policy exclusion:

- Do **not** replace Employer's Liability insurance – if any of the organisations mentioned below employs staff then a separate EL policy will be required.
- Criminal acts
- The ownership, possession, maintenance or use of any aircraft or other aerial device, hovercraft, watercraft or mechanically propelled vehicle
- Deliberate or Reckless Acts
- Medical Malpractice
- Damage to own property, or property for which you are responsible

The British Fencing Personal Accident policy exclusions:

- Is **not** travel insurance policies - they do not cover loss of baggage, delayed or cancelled travel.
- Is **not** travel medical insurance policies – they do not cover medical treatment or medical repatriation.
- Does not cover members over the age of 80 years.
- Illness or disease
- Injury arising out of the use of illegal drugs
- repetitive stress (strain) injury or syndrome or any gradually operating cause;

9. In the event of an incident

In the event of an incident occurring which may give rise to a claim, members should notify Bluefin Sport immediately by emailing britishfencing@bluefinsport.co.uk or calling 0345 872 5060 with the following details:

- Date and time of the accident
- Details of the injured person, i.e. name, address, nature of injury etc
- Details of where the accident occurred
- A brief description of the circumstances

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.

Incidents which should be reported to us immediately, but are not limited to:

- 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.