

Bowls England

FAQs (frequently asked questions)

Introduction

Please do not forget to refer to your own county handbook when seeking solutions. This could be a good place to start!

1. What is the difference between Civil Liability and Public Liability?

Public / Products Liability provides an indemnity for damage / injury caused to third party property / persons. However, the following cover normally excluded by standard Public Liability insurances is INCLUDED in the Bowls England Civil Liability cover:

- Professional Liability (to cover loss, financial or otherwise, arising out of errors or omissions such as bad advice during instruction / coaching or failure to act)
- Directors and Officers Insurance (to cover decisions / actions of club committee members / officers)
- Libel & Slander (to cover websites / publications / emails and other communications).

It is important to realise that this cover pays for damage / injury to third parties in the event of LEGAL LIABILITY. To put it another way, if there is not any Legal Liability, the policy will not pay damages to injured "third parties".

2. What is specifically covered in the Civil Liability insurance policy?

Legal liability for damages and legal costs arising out of Third Party loss, injury or damage, in connection with the insured activities. Cover includes Public Liability, Professional Liability and liability for damage to leased and rented premises, indemnity to principals and liability arising out of goods sold or supplied including refreshments. The cover is written on a claims made wording.

3. What does 'Claims Made' mean?

This means that the cover will respond when the claim is made, not when the incident occurred. Unfortunately in the modern world injured parties sometimes take years to report an incident, and the law will allow them approximately 3 years or, if it is a minor, up to the age of 18 plus 3 years. Additionally, all of the time limits can be varied by a High Court. It is important, therefore, that the cover in place is effective at the time the incident comes to light. The Bowls England Civil Liability Policy has been designed to cover all incidents made during the period of insurance but excludes claims arising from things done or ought to have been done prior to 1st April 2006 (Therefore a wide exclusion date of 10 years).

All incidents that may give rise to a claim in the future should be notified to Sutton Winsons Claims notification line – 0345 604 9752 - open 24 hours a day, 7 days a week at the time of the incident. This remains the case whilst the club / league continues to be a member of Bowls England and continues to purchase the Civil Liability cover.

4. Why is Employers Liability covered automatically rather than being an optional cover?

We have been concerned about a couple of incidents that we have become aware of, whereby there had been uncertainty if to include the Employers' Liability option. These have been very serious and could have resulted in clubs being uninsured and more importantly a club volunteer not being compensated for injuries.

As a result and the knowledge that all clubs, counties and associations have volunteers to some degree, we have taken the careful decision to negotiate this year's cover with Employers' Liability as standard.

5. What is the definition of an Employee?

- Any person under a contract of service or apprenticeship with the Insured
- Any of the following persons whilst working for the club in connection with the business
 - Any labour master of labour only subcontractor or person supplied by him
 - Any self-employed person providing labour only
 - Any home worker or outworker
 - Any trainee or person undergoing work experience
 - Any VOLUNTARY helper
 - Any person who is borrowed by or hired to the Insured
 - Any person working under the Community Offenders Act 1978, the Community Service by Offenders (Scotland) Act 1978 or similar legislation
 - Any prospective employee being assessed by the Insured as to their suitability for employment
 - Any person a court of law in the United Kingdom deems to be an employee

6. What is Professional Liability?

Professional Liability protects against legal liability based on a breach of professional duty due to negligent act, error or omission and provides cover for financial loss, usually in relation to coaching and umpiring activities or arranging tournaments.

7. What is specifically excluded from the Civil Liability insurance policy?

Principal exclusions are liability arising out of:

- The ownership, possession or use of mechanically propelled vehicle
- Product guarantee or recall repair or replacement
- Damage to any computer data
- Medical malpractice (except for first aid delivered in an emergency)
- Deliberate, dishonest or foreseeable acts
- Pension Trustees Liability
- Actions arising from activities in USA/Canada other than official club / county / Bowls England teams
- Incidents prior to the retroactive date (which excludes claims prior to 1st April 2006)
- Incidents/claims known to you but not reported to insurers

8. Does the Civil Liability insurance cover Club Social Members and 'uninvited guests'?

- Club Social Members are covered to the same extent as a playing member.
- Guests, whether invited or uninvited, do not get protection via the club liability policy, but if the club were to be sued as a result of a guest being injured then the Civil Liability policy would respond to defend such an action.

As regards non members visiting to try out the activity.

- Clubs must make those who are trying out the game of bowls temporary members of the club.

9. What is the maximum age limit for a member?

There is no age limit.

10. If I am an insured club, but join with others to form / run a league, why do I need additional cover?

In line with every other liability insurance (not just sports) issued, your cover is rated / provided on the basis of your activities as declared - in this case a bowls club. The activities of a club (generally speaking) will be different in type and number to that of a league. e.g. a club will play fewer matches than occur in a league, and will be one club playing others. A league will arrange matches for all clubs to play each other at least once. It will have slightly different objectives, and will be responsible for discipline. The risk is different. Your liability insurance covers you as a club, not a league.

Liability insurance is not transferable between organisations, and will cover you whilst you are acting for the club, but not as the league. One question asked is this - If a league had no liability insurance who would be sued if there was an incident? If a claim was made against the committee for a negligent league decision this could well be you as an individual - which would mean that your personal assets would be at risk.

The Civil Liability cover provides this protection, for the club committee, if arranged in the name of the club, and the league committee if arranged in the name of the league. Your club policy will not fully protect you for league activities.

11. If I am an insured club, why do I need cover for an Open Tournament?

As an insured club your members are covered to play in matches, competitions and Closed and Invitation tournaments, which are organised and governed by the club. Closed tournaments are understood to involve only members of your club and Invitation tournaments are understood to involve members of other clubs who are affiliated with Bowls England.

Equally, the club committee act for the benefit of the insured club and the club policy will not provide cover for non-club activities or responsibilities.

People who take part in Open tournaments may be insured by a club policy, but this is likely to only cover them whilst taking part in club authorised activities, some tournament entrants may not even be part of a club and may not have any insurance cover at all.

Bowls England can offer a policy extension for Open tournaments which will include 'participant to participant' cover to all individuals whilst taking part in the named tournament, as well as the committee for their administrative/organisational responsibilities. Please contact Bowls England with numbers of non-affiliated entrants for a quotation to extend your Civil Liability policy.

12. Does the Civil Liability include cover for any property, playing surfaces, equipment, cups and trophies etc... that the club are responsible for?

No. However, Sutton Winson has a Bowls Club insurance package that can provide this. Please contact them on 0844 815 0115 for a quotation.

If you have any queries with regard to property cover please feel free to contact Sutton Winson or you can also refer to the Bowls England brochure and additional information available on our website.

13. As a club coach or umpire, am I covered?

Only if you are coaching / umpiring at your own club. Separate cover is available through the various coaches' and umpires' associations for your coaching / umpiring activities outside of your member club.

14. Why am I required to have Employers' Liability for volunteers at the club?

The law does not restrict the definition of employees to those who receive payment for their services only. They are treated in the same way as other employees, for example, if they do the same work under the same conditions as someone you employ and pay for services provided. For example, you may ask a volunteer to change a light bulb and use a ladder. If that volunteer fell off the ladder and the club were to be found negligent but did not have employers' liability insurance the club is vulnerable. This is why Employers Liability is a compulsory cover under our Civil Liability scheme.

15. We have paid employees such as bar staff. Does the Employers Liability adequately cover for this scenario?

Yes, it covers all persons conducting employment type duties on behalf of the club.

16. I have volunteers who run our junior section. Why do I need to ask for a criminal records check?

Essentially, both the Government and Bowls England wish to ensure that persons working with children and adults are as "safe" as possible. Bowls England recognise that they and clubs have a duty of care towards children and vulnerable adults. The NSPCC do not differentiate between employees and volunteers. Their concern is those individuals who have opportunity. If you do not confirm that your club conforms with this request insurers will be unable to include 'abuse' in your cover, and your club committee will remain vulnerable should a claim be made under this section.

Child protection and a responsible attitude to it is a mandatory and legal requirement of all National Governing bodies. Please refer to www.safeguardingbowls.org for further information on criminal records checks, including guidance on eligibility.

17. How do I get advice on Criminal records checks, safeguarding of children and vulnerable adults?

The specific Safeguarding Bowls website is: www.safeguardingbowls.org

It is a condition of membership that all affiliated clubs follow the Bowls England Safeguarding Policy.

Additional information is available from the NSPCC Child Protection in Sport Unit: www.thecpsu.org.uk

18. How do I get criminal records clearance and where do I get this from?

Please refer to www.safeguardingbowls.org

19. We have no junior members but only elderly members. Do we need to have a Child Protection Officer with criminal records check clearance?

Please remember that your club has a legal and moral responsibility towards all members, including those who may visit the club with parents/grandparents and/or visiting teams.

20. In simple terms, what is the indemnity clause for and why do we need it (or put it in our club constitution)?

This refers to the Bowls England requirement for all committee members to be indemnified by their club for any decisions they make. Unincorporated clubs have no legal identity. Therefore any individual member of a committee can be sued for a decision made at committee level. It would be the individual's own assets (e.g. house) that would be at risk. Bowls England have responded to this (in order to protect club committee members) in two ways:

a. Request all clubs include a clause in their constitution providing an indemnity to committee members in the event of there being a legal action against them as individuals. This would mean that all the assets of the club would be at the disposal of the individual.

b. We have instructed Sutton Winson to include Directors & Officers cover in the liability arrangements for clubs who take out Bowls England insurance.

21. Can an affiliated club play a non-affiliated club? If we do play non-affiliated clubs, are we breaking any rules by playing them?

The situation is as follows:

- Friendly matches: provided these are within the recognised activities of Bowls England, which we understand is the case at present, all affiliated clubs who have taken out the Sutton Winson cover are protected for insurance purposes.

Bowls England insured (Club A) -v- non-insured / insured elsewhere (Club B). Insurers have no real issue here in that the Bowls England insured club would be covered. However, it must be realised that the policy protects insured clubs against being sued for loss, injury or damage they cause to other persons or property. eg.:

- Club A responsible for injury / loss to Club B: the Bowls England policy would protect Club A for costs / awards as necessary.
- Club B causes injury to Club A: there would be no cover under the Bowls England insurance.

ADDITIONAL QUESTIONS AFFILIATED / BOWLS ENGLAND INSURED CLUBS MUST CONSIDER

Do you know what insurance cover the non-affiliated club (Club B) has? Are you unwittingly putting your members in a situation where they may be caused injury by individuals who are uninsured and therefore have no source of recompense in the event of an injury?

In reality Club B may have arranged basic insurance elsewhere. However it would be sensible to ask them for details / confirmation prior to playing. It is unlikely that such alternative cover would be as extensive as the Bowls England policy and may even exclude player to player incidents.

The best solution would be for Club B to affiliate to Bowls England and take out the scheme insurance. It is very inexpensive compared to standalone policies.

Please remember that the Bowls England insurance is a liability cover and not an accident policy and under 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.

22. Are non-affiliated clubs allowed to play in leagues?

If a league allows non-affiliated clubs to join them this would be against Bowls England recommendation for the reasons stated above.

23. Does the product liability section cover a bowls club in the event of a claim made because of food poisoning from food and drink supplied by the club to visiting teams / individuals etc.?

Yes.

24. If I go on holiday abroad, am I covered to play bowls?

No, as the club policy only covers you whilst you are participating in club organised activities. Insurance to cover you to participate in sporting activities whilst you are on holiday may be obtained via www.swi.millstreamonline.com

This is a full travel insurance policy designed to provide cover for individuals who are likely to travel abroad and participate in their chosen sport. Cover includes:

Medical Expenses up to £10 Million, Personal Liability £2 Million, Personal Accident up to £25,000, Sports Equipment up to £2,000, Wheelchair Cover if required, in addition to all the standard covers you would expect from a comprehensive travel insurance policy.

Cover can be obtained by clicking on the Millstream link on the Bowls England website, or by going direct to www.swi.millstreamonline.com

Do not forget that cover provided by travel agents is seldom adequate to insure competition / participation activity particularly in respect of medical expenses.

25. Our club plays indoor matches as well as outdoors. Will we be covered by the Bowls England Civil Liability insurance for this?

Bowls England recognises that some outdoor clubs play against indoor clubs during the winter months. There is no limit to the number of matches an outdoor club plays against an indoor club.

Indoor clubs must affiliate to EIBA Ltd and the outdoor club to Bowls England.

26. Does the cover include accidents to members in the clubhouse or on and around the green?

The Bowls England policy is Civil Liability and protects the club, its committee, officers, officials and members if they are sued as a result of a negligent act.

There is no Personal Accident cover but Sutton Winson can provide this as part of their Bowls Club insurance package. Please contact them on 0844 815 0115.

27. Does the Bowls England insurance provide cover if one of our club members has an accident on another green?

See Q26 above.

The Civil Liability Policy (through Bowls England) is not site specific. As long as the event organised by the club is bowls related and of course recognised by Bowls England, if the accident was as a result of negligence by the club or its members then the policy would respond to that incident.

28. What do we need to consider if a member or prospective member suffers with a medical condition or disability?

You need to take into account the regulations and guidelines as provided in the Equality Act 2010.

It is the responsibility of the club to ensure that it complies with the Act and if any doubt should seek independent legal advice.

The club will need to take into consideration the individual and their respective medical condition / disability and any additional measures that may be required. This should form part of the club risk assessment.

It may be necessary to request that the individual obtains a letter from their doctor or consultant to confirm that they are medically able to participate in the activity.

29. We have a lawn mower at our club and it states that mechanically propelled vehicles are excluded from the policy. Are lawn mowers covered or not?

Mechanically powered items of equipment are considered as tools of trade, including motorised lawn mowers (even the smaller sit-on type), provided they are not registered for road use. Therefore incidents arising from the use of such equipment would be covered by the Civil Liability insurance.

30. All our associate members pay a yearly membership fee so in effect they are club members. Are they covered by the insurance policy?

Yes. The policy provides cover to all playing and social members recorded in the club records.

31. Our club is organising an event at our local village hall. Any profits from the activities during the evening will be passed to the funds of the bowls club. We often hold social and fundraising activities and wondered if these events are covered by our insurance?

Social and fundraising events are covered, where recognised / authorised by Bowls England, where the activities are no more hazardous than bowls.

32. We do not charge a membership fee for life members. Would they be covered under the insurance policy?

Yes. Life members would be covered provided their details are recorded in the full membership records of the club.

33. If we have a club member and / or volunteer and they are responsible for catering, green keeping and chemical spraying. Are these individuals required to hold any type of certificates outlining their responsibilities and would they be covered by our insurance?

Green keeping and chemical spraying should form part of the club's Risk Assessment. Additional information and assistance on procedures is available on this particular subject from the Health & Safety Executive website at <http://www.hse.gov.uk/coshh/basics/assessment.htm>

Those involved in catering are required to hold a basic Food Hygiene Certificate. Further details will be available from your local council or the Health & Safety Executive.

34. Will it make any difference to our club if we have two insurance policies but with two separate companies?

This is not recommended as the cover under the policies is unlikely to be the same. Having two policies does not mean that you will be covered by both i.e. double the benefits. In the event of a loss the most appropriate policy will respond. If both policies apply the costs would be shared between the insurers.

35. Are firework displays covered?

Yes, if they are open to members of the club, their friends and family and are also subject to guidelines, a copy of which can be obtained from Bowls England. If non-members will be attending, these need to be referred to Bowls England.

36. What do we do if the use of our facilities is governed by an agreement under which the council reserves the right to approve not only the scope of insurance cover but also the choice of company providing this type of cover?

It is most likely that the council are referring only to property owners' liability, rather than the "full" Civil Liability offered by Bowls England which includes the 'playing risk' as well as cover for the committee / Professional Liability / Libel and Slander. We would recommend that the insurance cover insisted upon by the council is reviewed by Sutton Winson to ensure it meets your needs as a sporting organisation and not just the use of the facilities.

37. Could someone make a claim based on an incident that happened 3 or 4 years ago.

Yes. If the club were unaware of the loss and were only just being advised then the Civil Liability policy would respond. Please note that persons over the age of 21 years have 3 years in which to make a claim, and children could potentially make a claim anytime up to the age of 21 i.e. their 18th birthday + 3 years.

38. Does our policy provide cover for guest members from other local clubs who help out when we are short of players?

Cover to include these occasional players / emergency stand-ins is included, provided that the club have a category for 'guest players' within their constitution and such persons are noted within the club records as to when they have played. It must be borne in mind that this is for emergencies only as we do not want this arrangement to be abused and cover 4 or 5 non-members in a side on a regular basis. Alternatively, such persons could become members of more than one club as this is not against the rules of Bowls England.

39. We play competitive short mat, is this covered?

No. Competitive short mat and petanque is not recognised by Bowls England and therefore would not be covered by the insurance policy. Cover can be obtained through the ESMBA or the EPA. Playing short mat and petanque socially out of season at your clubhouse would be covered provided it is included in your club's constitution / regulations / rules that it is part of your out of season activities.

40. Are visitors to clubs covered by the Civil Liability policy?

Visitors are not covered by the Bowls England Civil Liability Scheme unless they are made temporary members of the club for the duration of their stay at the club. Visitors are only deemed to be temporary members if:

Firstly, they sign the Club's Visitors Book and secondly, if there is a clause in the Club's Constitution stating that visitors are classed as temporary members by signing the Visitors Book.

In the event of a claim relating to a visitor, sight of the Club's Visitors' Book and sight of the Club's Constitution will probably be requested by the Insurance Company.

41. How do we know if our Association/County/Club is considered as unified for the purpose of Insurance?

If your Association/Club/County has one constitution and one management/executive committee, this is considered as being unified.

42. We have two constitutions (one for our women's section and another for our men's) with a Management or Executive Committee forming an umbrella. What are our insurance requirements?

As separate constitutions, the women's and men's would both need their own separate Civil Liability insurance. However, as members from the women's and men's clubs form the umbrella committee, then a separate liability policy for this umbrella committee is not required.

43. Our Club has access to a heart defibrillator. Are we covered?

Yes. However, whilst they are considered to be easy to use, it would be expected that a number of members are provided with adequate training, with records of such training being held by the club. In the event of an emergency, a trained person should be alerted in the first instance as quickly as possible. If not available (and as a last resort measure to save a life) the device can be used by a non-trained person.

Further guidelines on the use of defibrillators can be found The Resuscitation Council UK's website.

44. £5million or £10million Civil Liability indemnity limit, which is best for my club?

We recommend that a club holds a minimum indemnity limit of £5million, which is generally considered sufficient for the low risk activities clubs participate in. However, if you have a lease agreement with your local authority it may be a requirement of the lease to have an increased limit of £10million or, you may feel it more prudent to hold a higher indemnity limit.

This is the reason why you now have the option to increase the limit.

45. Do we need to conduct Risk Assessments?

There is no formal health and safety structure within the policy wording. However, there is a 'Reasonable Precautions' condition, which states that the club shall take all reasonable care to prevent accidents and any injury, loss, destruction or damage and shall take all reasonable steps to observe and comply with statutory or local authority laws, obligations and requirements.

It is good practice for a club to undertake risk assessments, as the purpose is to identify hazards and assess the risk which could cause harm. Suitable measures to eliminate, control or reduce the risks can then be implemented.

46. What should we consider when conducting a Risk Assessment?

1. Identifying the risks (things that could go wrong) and identify the hazards (things that could cause harm)
2. Deciding who might be harmed and how
3. Evaluating each risk i.e., low, medium or high risk and deciding on precautions
4. Making a written record of your findings and implementing them and communicating the plan to all involved
5. Updating/reviewing when necessary

47. Is there any additional information available to us in respect of Risk Assessments?

The scheme insurer Allianz has designed an on-line facility, which provides a vast amount of information regarding health and safety issues. For further details and log-on information, please contact us on 01926 334609 or email insurance@bowlsengland.com.

48. Signing a lease on behalf of the club

This is a legal matter rather than an insurance issue. Therefore, the club should seek professional legal advice when considering the signing of a lease.

To reiterate, the Civil Liability insurance protects against third party injury and/or property damage when the club is deemed negligent. If the club signs an agreement that requests the club to indemnify against any or all incidents, you are agreeing to cover the costs of any claim, which is not necessarily covered under your policy and therefore, will be the responsibility of the club to defend and pay any costs or expenses involved.

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