

Ramblers Association – Insurance Circular - Civil Liability Insurance

The policy provides cover for the legal liability of the Association, all Member Committees, Local Ramblers' Association Areas and Groups, Members and Voluntary Helpers.

Affiliated Member Clubs of the Ramblers Association are not covered for their normal club activities under this policy and should arrange individual cover through Perkins Slade Ltd.

Cover is only available to persons who are resident in the United Kingdom.

The main part of the policy is the traditional standard third-party public liability cover which provides legal liability protection for injury to persons and damage to property caused by negligent acts. It is particularly designed to provide cover for, amongst other things, the following events:

- Claims against leaders of RA walks (or the RA or Area or Group committees) by members of the walking party or other third parties who have suffered injury or damage to their property on the walk where such injury or damage has **arisen as a result of a negligent act by the leader**; or claims by representatives of the deceased in the event of someone being killed.
- Claims against the RA (etc) by landowners whose property has been **negligently damaged** by a party of ramblers or by a footpath working party;
- Claims against organisers of RA social events, indoor meetings, etc, provided such organisers **have been negligent**.

Civil liability is a unique cover designed by insurance brokers Perkins Slade on behalf of governing bodies in sport and recreation affiliated to the Central Council of Physical Recreation (including the RA). It is underwritten by Royal and Sun Alliance on an exclusive basis and in addition to the traditional standard public liability cover provides cover for:

- Civil Liability in respect of nuisance and trespass
- Civil Liability in respect of libel and / or slander committed in good faith
- Civil Liability in respect of accidental injury or accidental damage to property resulting from products supplied
- Wrongful arrest or wrongful imprisonment of a member of the public
- Contingent Motor Liability
- Legal Defence costs in defending proceedings arising from a breach of the Health & Safety at Work Act 1974, the Health & Safety at Work (Northern Ireland) Order 1978 or Part II of the Consumer Protection Act 1987 where there has been no actual injury or damage.

Cover applies World Wide unless stated within the following exclusions:

Excludes Civil Liability in respect of;

- risks that require more specific insurance i.e. Motor, Marine
- Injury to employees
- loss of or damage to property in your custody or control
- pollution unless sudden and accidental
- contractual liability for products
- activities undertaken or any legal action brought against the Insured in a Court of Law within the United States of America or Canada other than in certain circumstances

- fines, penalties or punitive damages
- defective products and work and the repair, replacement or recall of same work
- for fear of contracting asbestos related diseases
- repair of defects in premises disposed of
- claims arising out of or in connection with damage to any Data
- pre-claim asbestos clean up costs
- nuclear risks
- war risks
- deliberate, dishonest or foreseeable acts
- infringement of trademark name registered design copyright or patent right
- medical negligence

Limit of Indemnity: £5,000,000 any one event.

In respect of goods sold or supplied, this limit applies in the aggregate in any one period of insurance.

Basis of Cover

The Civil Liability policy is written on a claims made basis. This means that a claim will be notified under the policy, which is in force at the time that you first become aware that a claim may be made against you and not at the time the alleged error occurred. Therefore, notification of an incident, which occurred prior to the start date of the policy but of which you are not aware, will be dealt with under the policy irrespective of the date of the incident. Likewise, should policy cover cease and a claim subsequently arise from activities undertaken in the past, that claim would be uninsured.

The policy is not a personal accident policy - members are advised to take out their own insurance to cover personal injury if they require this cover.

Use of disclaimer notices on programmes

Disclaimer notices on programmes, etc, are of doubtful legal value. Should you wish to, however, the following wording may be used on programmes instead of disclaimer notices:

“All sporting and leisure activities have inherent hazards associated with them and rambling is no exception. In spite of the safety of members always being the paramount concern, accidents will occasionally occur. It is important, therefore, that when entering into the activity, each member appreciates that they have a responsibility to identify the hazards associated with the activity and take all reasonable steps to eliminate or minimise the potential for an accident to arise.”

Reporting and Recording of accidents and incidents

All incidents that occur on RA Walks or other RA events should be recorded and reported in accordance with the attached guidelines and using the attached form. The original form should be returned to Perkins Slade Ltd and a copy should be sent to RA central office.

INCIDENT NOTIFICATION GUIDELINES

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 investigations at an early stage whilst 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, 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 legislation.
- any circumstance involving damage to third party property.

An injury is defined as:-

- any head injury that requires medical treatment [Doctor or 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.
- any other injury leading to hypothermia, heat induced illness or to unconsciousness which requires resuscitation or admittance to hospital for more than 24 hours.
- loss of consciousness caused by asphyxia or by exposure to a 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 Perkins Slade Claim Department for further advice.

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 re-imbursed.

Note: Only injuries and incidents detailed above require notification to Perkins Slade Ltd.

INCIDENT 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.

Current legislation does not specify the format of an accident register but the Accident Book BI 510 obtainable from HMSO is frequently used.

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; occupation; nature of injury; 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.

Policy Ref: RAMB01CL01

THE RAMBLERS ASSOCIATION

Incident Notification Advice Form

CARE SHOULD BE TAKEN TO INCLUDE AS FULL AN ANSWER AS IS POSSIBLE TO EACH QUESTION

Name:
(Of Individual Club or
Walk Organiser)
Address:

Contact and Tel. No:

Membership Number:

ACCIDENT/INCIDENT DETAILS

INJURED PERSON

NAME:

ADDRESS:
.....

AGE AND OCCUPATION:

PLACE:

DATE:

CIRCUMSTANCES (INJURY OR DAMAGE):

.....
.....

WITNESSES (if available)

Name

Address
..... Tel. No:

Name

Address
..... Tel. No:

Has blame been “apportioned”?

If “Yes” state by whom and in what circumstances

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.....

In your view, who is responsible for the incident?

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.....

Please outline any implied or actual threat of legal action arising out of the incident

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.....

WITNESS DETAILS

Any Additional Information/Comment/Opinion (in confidence)

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DATA PROTECTION ACT: All information you provide on this form is treated by us as confidential and except to the extent required by law, we shall only use such information for the purposes of processing your claim. Information you provide may be forwarded to your Insurer for these purposes.

Following to be completed by Club or Association Official

Signed

Name

Position

Date

Frequently Asked Questions

- i) Is any indemnity provided under the policy for members guests or persons taking part in taster sessions?

If a person is taking part in an official ‘Taster Session’ with a view to deciding whether the activity is for them and they want to become a member of either the RA or an RA affiliated club, then the policy will extend to provide an indemnity to that person.

This should not, however, be confused with a situation where a relative or friend is visiting a member and decides to take part in a walk. This situation is more likely to arise at club level than national/regional level. In such instances, the individual is unlikely to be taking part with a view to becoming a member of the club and in consequence, no indemnity is provided to that person. i.e. If they injure someone or damage third party property, the policy will not provide them with an indemnity. If, however, the person were injured as a result of an act of negligence by an insured person or walk leader and pursued a claim for their injury, then their claim would be dealt with as any other third party claim would be.

- ii) How many taster sessions can a person take part in?

A maximum of three after which time a person must either become a member of the Ramblers Association or they no longer receive any form of individual indemnity under the policy

- iii) Are dogs or other pets allowed on walks?

The policy does not extend to include any form of liability to a pet that a member may take on a walk. The taking of pets on walks should be actively discouraged.

iv) Who or what constitutes a third party?

A third party can come in various guises:

- a) another walker (the policy includes member to member liability)
- b) a member of the public who isn't in anyway related to the walk
- c) a landowner whose property or stock are damaged/injured
- d) a property owner whose premises are damaged during a meeting

v) Is it necessary to take a register of attendees at a walk?

Walk Leaders are encouraged to take a register of all attendees & in respect of non-members, their address/contact phone number as well. The main reason for this is that if a claim is made at a later date, either against that person or by that person, it is important to be able to provide evidence that the person was on the walk in question.

vi) What is the position with regards to 'working parties'?

Working parties are included under the policy providing they are not engaged in the construction, maintenance and repair of footbridges, stiles or the like. In addition, if the maintenance work involves the use of strimmers, chainsaws or other powered machinery, the appropriate protective clothing should be worn & in respect of the chainsaws, only persons with the relevant qualification should use them.

vii) Should a Walk Leader personally walk an intended route prior to an organised walk?

Wherever possible a walk leader should have walked the route first and should have noted, (if relevant) in writing, any potential hazards. i.e. broken/unsafe stiles, roads, fallen trees etc.

viii) Does the policy cover us to go climbing?

No. The policy only covers those activities recognised by the RA. Typically this is interpreted as general walking/rambling at both low and high level but without the use of Climbing Equipment, Ropes, Traversing Equipment, Crampons or other like artificial aids.

ix) Does the policy carry an excess?

The policy doesn't carry a third party excess of any kind.

x) Does the policy extend to include social events?

The policy does extend to include social activities such as Barbeques, Quiz Nights, Seminars/Talks etc. Firework and Bonfire parties can be included, however, reference needs to be made to Perkins Slade Ltd as there are various points that need to be adhered to and an additional premium is also required.

xi) Does the presence of guests invalidate the insurance?

No.

The question of guests has previously arisen in question i). Guests (unless those being classified as being on an official taster session) do not receive an individual indemnity themselves, however, the cover afforded to RA members is not affected in any way.

xii) Does the duty of care alter if I am a member?

No, the duty of care is the same for members & guests alike. Everyone has a duty of care to their neighbour. The advantage of being a member, however, is that you receive invaluable individual indemnity.

xiii) Do I have cover if I am travelling in a motor vehicle to an event.

No, the policy carries a very specific exclusion relating to motorised vehicles. Such cover is provided by a motor policy & the claim should be referred to the appropriate motor insurers.