



LTA Insurance Policies 2010/2011



Summary of Cover for LTA registered places to play and organisations

Introduction

All those who take part in sport must ensure that they do not do anything to cause injury or loss to other people, or damage to property. If they do, they could be legally liable to pay damages, as awarded in a civil court. Tennis is no exception and therefore places to play, players, coaches, officers and officials, umpires, referees and volunteers share a similar responsibility.

As part of its "Duty of Care" to protect both British tennis and all its participants, the Lawn Tennis Association has instructed its brokers, Perkins Slade Limited, to arrange the covers summarised in this document.

The LTA is committed to creating and maintaining the safest environment possible for children and young people to participate in tennis. It accepts its responsibility to safeguard their welfare by doing as much as possible to protect them from sexual, physical or emotional harm, from neglect and from bullying. The LTA is also committed to providing resources to ensure that its affiliated organisations are able and encouraged to meet their similar responsibilities.

The LTA has two policies that it takes out and funds centrally on behalf of its affiliates; Civil Liability Protection and Directors and Officers Insurance.

Civil Liability Protection

The Civil Liability cover is provided by Royal & Sun Alliance plc and, Brit Insurance Holdings plc, with additional Public Liability cover being provided by ACE European Group Limited and is arranged by Perkins Slade Limited (the appointed insurance brokers of the LTA).

Civil Liability Insurance is a single policy providing the following covers:

Public Liability	Accidental bodily injury to third parties and/or damage to third party property arising out of the Insured Activities.
Products Liability	Accidental bodily injury to third parties and/or damage to third party property arising out of any goods sold or supplied by the Insured.
Professional Indemnity	Loss (financial or otherwise) arising out of Errors and Omissions (e.g. bad advice or failure to act).
Libel & Slander	Includes defamation which is vital in relation to the consequences of allegations of abuse.

Limits of Indemnity

Civil Liability: £25,000,000 any one event (in the aggregate in respect of products liability, pollution and abuse claims).

Public Liability: £25,000,000 any one event in excess of the underlying Civil Liability cover (any one event).

Employers' Liability: £10,000,000 any one occurrence.



Who is covered?

The cover is provided for:

- All places to play registered to the LTA through their National, County or Island Associations. (Note: Registration fees must be paid promptly and by the deadline of the 28th February 2011 by each place to play in order to ensure that the cover is not jeopardised.)
- All National, County and Island Associations.

Cover is provided for those persons participating at LTA registered places to play, including:

- Social members
- Playing members playing at the place to play or at an away fixture
- Pay and play participants who are not members of the place to play. Their names must be recorded at the place to play. For indemnity to apply it is essential that the name of each participant is properly recorded and the documents retained.
- Coaching assistants or Tennis Leaders working **with** LTA Licensed Coaches. LTA Licensed Coaches have cover in their own right as an automatic benefit of being licensed whether they are coaching at the place to play or at an alternative venue
- Employees
- Officers or Officials
- Voluntary helpers
- Competition organisers running competitions, whether the competition takes place at the place to play or at an alternative site
- Course participants, whether the course is taking place at the place to play or an alternative venue (e.g., a school) and whether or not the participant is a member of the place to play.
- Places to play hiring out their courts and/or facilities

What activities are covered?

Civil Liability provides protection for a wide range of activities. For example:

Organised tennis activities including training, tournaments and competitions, social, fundraising and administrative duties.

- A member who causes injury or financial loss to another person, or damage to property, whilst taking part in a recognised activity.
- A place to play which borrows, rents or leases premises for sporting or social purposes and is held liable for any damage to the facility.

A number of registered places to play are multi-sport venues. Civil Liability cover *will* operate for additional activities whilst at the home venue and at away matches, providing the place to play cannot obtain more specific cover for those other sporting activities through a direct affiliation to the relevant National Governing Body.

NOTE: Cover for the following are specifically excluded from the LTA policy: Football, Clay Pigeon Shooting, Rugby, Hockey, Cricket, Martial Arts (Karate, Judo, Kick Boxing, Jujitsu, etc) Rowing, Sailing, Canoeing, Windsurfing, Scuba Diving, Horse Riding, any Airborne Sports, Rock Climbing/Abseiling, Bungee Jumping, Motor Sport, Potholing.

However, football and touch/tag rugby are covered if they are organised as part of a tennis coaching session or as a fitness training method for players under the guidance of a licensed coach.

Principal exclusions:

In addition to the sports listed above, the following exclusions apply:

- the first £50 of each third-party property claim
- criminal or deliberate acts of the Insured
- ownership or use of any vehicle, aircraft, hovercraft or water-borne craft
- loss of, or damage to, your own property
- product guarantee or recall, repair or replacement
- medical malpractice
- Abuse in respect of the individual accused or alleged to have committed abuse or have permitted abuse



Important Notes

- Third-Party property damage claims shall be subject to a £50 excess payment. There is currently no excess payable on any other types of claim.
- The Civil Liability Policy is written on a claims made basis. This means that the policy which responds is the one that is in place when a claim is actually made, not the one in place when the incident occurred. It is essential, therefore, that a representative of the place to play, league or county reports every incident that could give rise to a possible claim to LTA's insurance brokers, Perkins Slade Limited. In addition, an accident record book should be maintained keeping accurate records of the date and time any incident occurs, along with details of all relevant circumstances and the full name and address of any parties involved, including witnesses.
- Any letter, claim, statement of claim, summons or process in connection with an incident involving an affiliated organisation or a member of that organisation must be forwarded to Perkins Slade Limited without delay.
- It is a condition of the Civil Liability Policy that under no circumstances should any offer or promise be made by, or on behalf of, an insured person.

In the event of a query or claim please contact the number shown below:

Policy cover: Sean McNamara, Sports Broker, Perkins Slade 0121 698 8027

Claims: Donna Bateman, Claims Admin, Perkins Slade 0121 698 8043

Email: tennis@perkins-slade.com, d.bateman@perkins-slade.com

Directors & Officers Insurance

Cover is provided by Chartis Insurance UK Limited, (**policy number 0033525601**) and is arranged by Perkins Slade Limited (the appointed insurance brokers of the LTA).

Who is insured?

This policy covers volunteers or paid employees who have a claim made against them for any wrongful act or omission that they commit whilst acting in the capacity of Director, Trustee or Officer (including committee members) of their place to play or association. The Limit of Indemnity provided is £5,000,000 in the aggregate. Full Policy terms, conditions and exclusions are available by contacting Perkins Slade Limited.

Optional Insurances

The LTA has instructed its brokers, Perkins Slade Ltd, to organise a number of optional insurances that are not included as a benefit of registration. Brief details of the cover provided by these policies is detailed below, but full policy terms, conditions and exclusions can be provided on request from Perkins Slade Ltd.

Overseas Travel

Normal cover provided by travel agents is seldom adequate to insure competition activity, or even high intensity training. Places to play or coaches going abroad can arrange team travel cover, which includes any competitive or training activity.

Benefits include:

Medical expenses of £10 million, personal baggage £3,000 and cancellation cover up to £5,000.

Discounts are available for larger groups. Further information may be obtained from

www.adrenalinetravelinsurance.co.uk

Property and Money

The policy covers all risks of loss or damage to equipment owned by a place to play either at the place to play (on the premises) or anywhere in the UK. Property can include trophies, sports equipment, portable computers, sound and communication equipment, video equipment and cameras.

Personal Accident

The policy provides automatic compensation in the event of a fatal accident or an accident that leads to a participant at a place to play suffering a permanent total disablement. The policy must be purchased for all affiliated members rather than on an individual basis.



Legal Expenses

A policy can be purchased to provide protection for a range of legal disputes that a place to play may face, for example an employment dispute or tax enquiry. Legal defence costs are also covered in relation to compliance with the increasing amount of legislation facing amateur sports clubs, such as Health & Safety at Work Act, Sex Discrimination Act and Disability Act. The policy also gives access to a 24-hour legal advice line, which is free to nominated users within your place to play.

Fidelity Guarantee

A policy can be purchased to cover your place to play for loss of money or goods arising from the dishonest or fraudulent acts of your employees.

Abandonment

This Policy indemnifies the Insured against losses sustained by reason of the interruption, postponement, cancellation or abandonment of an event. Abandonment may be due to a number of factors including:-

- Breach of contract
- Bad weather
- Non-appearance
- Any case subsequent to the arrangement of the event
- The level of indemnity is of course dependent upon the nature and size of the event(s) concerned.

For new enquiries please email: ltaapplications@perkins-slade.com

Further Advice

This document provides only a summary of the Civil Liability and Directors & Officers covers. Details of full terms, conditions and exclusions are available from Perkins Slade Limited. Perkins Slade Limited is a leading insurance specialist in the area of sport and arranges cover for over 300 other Governing Bodies in the UK. If you have any queries relating to the existing LTA cover please contact their team of experts.

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Perkins Slade Limited (No.969374) is registered at 3 Broadway, Broad Street, Birmingham, B15 1BQ.

Royal & Sun Alliance Insurance plc (No.93792). Registered in England and Wales at St Marks Court, Chart Way, Horsham, West Sussex RH12 1XL.

Brit Insurance Holdings plc (No.3121594). Registered in England and Wales at 55 Bishopsgate, London, EC2N 3AS.

ACE European Group Limited (No.202803). Registered in the UK at 100 Leadenhall Street, EC3A 3BP

Chartis Insurance UK Limited (No.202628). Registered in England at the AIG Building, 58 Fenchurch Street, London, EC3M 4AB

Royal & Sun Alliance plc, Brit Insurance Holdings plc, ACE European Group Limited, Chartis Insurance UK Limited and Perkins Slade Ltd are authorised and regulated by the Financial Services Authority.

The Lawn Tennis Association is an Introducer Appointed Representative of Perkins Slade Ltd, 3 Broadway, Broad Street, Birmingham, B15 1BQ which is authorised and regulated by the Financial Services Authority. Perkins Slade Ltd FSA register number is 302886”.

You can check this on the FSA’s Register by visiting the FSA’s website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.



Frequently Asked Questions

Juniors

- Q. ***If juniors (who are not members of a registered place to play) are regularly attending coaching sessions or courses, do they need to sign a visitor's book in order to be covered by the insurance?***
- A. Individuals (non members) attending courses are covered through the LTA's insurance policy.
- Q. ***If some older juniors (i.e. 12 – 16 year olds) play on a registered place to plays courts during the day with some friends (who are not members) are they covered if they do not sign the visitors book. The juniors do not have a key for security reasons to the clubhouse.***
- A. A responsible junior member should ensure that the non-member's details are recorded at the place to play as soon as is practically possible.
- Q. ***Are juniors (who are members of a registered place to play) covered by the LTA's insurance if they are participating without adult supervision?***
- A. It is recommended (and is also good practice) that if juniors are playing/practicing at a registered place to play, that it is the place to play's responsibility to provide the correct 'duty of care' in that there should be a responsible adult i.e. parent , on site during these times. This would help minimise the risk of either the children causing damage or injury, or the children being injured or put into a situation which would need to be reported under the LTA Child Protection procedures.

Playing/training at different venues

- Q. ***If a place to play has more than one team and one of the teams plays a match at an alternative site, is the place to play covered?***
- A. Yes, the place to play is covered for any of its teams or players playing or training at grounds away from the place to play.

Coaching

- Q. ***Would there be any potential insurance problems if a coach started coaching sessions for children as young as 4 or 5 years old?***
- A. In terms of implications relating to insurance cover, the coach would need to be adhering to the LTA's Child Protection procedures. There is no minimum age for people to whom the coach can teach/instruct but they must take into account whether the qualification that the coach holds, covers and is applicable for teaching children that young.
- Q. ***Tennis Clubmark accreditation asks for coaches to keep lesson registers of attendance for children – how long should these be kept for?***
- A. There is no real timescale in respect of how long registers of attendance for children should be kept. The only stipulation by our underwriters is in respect of allegations of abuse, where the information should be kept for at least 25 years.
- Q. ***Does the LTA Coach liability cover coaches who coach abroad?***
- A. The cover provided through places to play registration is offered on a worldwide basis, on the proviso that the coach is appropriately qualified and is undertaking activities in accordance with LTA guidelines and Child Protection procedures. If, however, a coach is working outside of the UK for more than six months of the year, they will need to seek cover in their country of residence.
- Q. ***If a coach organises a tennis coaching holiday abroad for participants at a place to play. Does the LTA insurance cover him and to what capacity?***
- A. The coach is covered for tennis activities only, anything other than that would be excluded.
- Q. ***If a coach organises a coaching holiday abroad and sells the package (i.e. flights, accommodation, etc.) to members of a place to play would the insurance cover him as an individual?***
- A. If a coach organises a coaching holiday/trip and offers it as a 'package', i.e. flights, transport and accommodation, then these activities are excluded under the LTA Civil Liability policy. For such circumstances, the coach must have Tour Operators Liability (ATOL). The coaching sessions would still



be covered under the LTA Civil Liability cover. For more information regarding ATOL, please go to <http://www.caa.co.uk/> and click on the ATOL link. If a coach organises aspects of travel that would usually be undertaken by a travel agent/tour operator, they would need to have the tour operators cover to cover themselves to ensure that they are not 'left short' in the event of a claim. The best practice for a coach organising a trip is that he advises those travelling to book the flights and accommodation themselves. If a particular hotel, airline or flight time has been sought, the coach can suggest that the group travels using these details but at no point can a coach make payment on behalf of those travelling. If a coach is organising all aspects of the cover, they can obtain Tour Operators Liability separately through Perkins Slade.

Hiring out of your premises

- Q. ***If a third party is hiring our premises (i.e. for a children's party) are we still covered by the LTAs Civil Liability insurance?***
- A. Yes, the policy will provide cover to the place to play for your legal liability at law in respect of claims that are made for injury, loss or damage that arise out of an act of negligence on your part. The policy does not provide any form of indemnity to the hirers in respect of their own legal liability.

Miscellaneous

- Q. ***Do drivers need additional insurance if taking players/juniors places on behalf of their place to play?***
- A. No, as this would fall into the 'Social, Domestic & Pleasure' category of use for the driver's vehicle.
- Q. ***If a member hires/pays another member as a 'hitter', does the 'hitter' have to have their own insurance cover or are they covered by the place to play's Civil Liability policy?***
- A. Yes they would be covered under the Civil Liability policy.
- Q. ***Are we covered for our mechanically driven grounds maintenance equipment, as the Liability Scheme wording refers to the exclusion of 'mechanically propelled vehicles'?***
- A. Yes, the place to play is covered for 'tools of trade' i.e. sit-on lawn mowers, grounds maintenance equipment, etc. that may be mechanically driven. This exclusion primarily applies to vehicles that would require a road licence.
- Q. ***Is our place to play covered if our local school wants to use our tennis courts for lessons/practice sessions?***
- A. Yes, the place to play is covered by the Civil Liability cover. However, you will need to ensure that a responsible adult i.e. teacher or coach is present at these times and that the LTA Child Protection Policy is referred to. A copy of this can be found on the LTA website at <http://www.lta.org.uk/AboutUs/Policies/> and then by clicking on Child Protection and then Downloads in Policies.
- Q. ***Our place to play is wanting to organise a promotional/marketing event at our local town centre to promote tennis and to try and get more people to join the place to play. The Council want to know whether we have Public Liability cover; where can I find out about this?***
- A. The place to play is covered under the LTA Liability scheme for registered places to play which incorporates Public Liability. The Limit of Indemnity is up to £60m. Reference to this cover can be found both in the Liability Certificate and in the accompanying Liability guidance note.
- Q. ***Our place to play is running a social event for its members which is not at our venue in conjunction with another sports club. Does the LTA policy cover for this?***
- A. Yes. The LTA insurance policy is provided for the place to play and its users on a worldwide basis and is not site specific. However, the policy will not cover the other sports club should anything happen and they be sued for negligence.
- Q. ***We are planning on having a bouncy castle at our place to play, is this covered?***
- A. Unfortunately, the LTA insurance does not automatically provide cover for bouncy castles. However, the Royal & Sun Alliance have introduced guidelines for clubs/organisations who hire bouncy castles, and this information and indemnity can be provided by contacting the Perkins Slade Sports Department. Please note that R&SA require strict adherence to the guidelines during the indemnity period.

