



# Club insurance for members of British Weight Lifting

ebruary 2022



# Working alongside British Weight Lifting

As the British Weight Lifting (BWL) appointed broker, we have worked together to create an insurance product for member clubs.

## What are the insurance benefits for BWL members?

One of the benefits of your club becoming a member of BWL is the automatic provision of Property Owners Liability and Professional Indemnity insurance protection.

### Property Owners Liability (for building owners and tenants improvements)

This policy provides indemnity to the insured for legal liability for damages and legal costs arising out of third party injury, loss or damage, in connection with the operation of the premises where property owners liability attaches under the Occupiers Liability Act.

It is important to note that the property owners liability cover **does not provide cover for the operational activities or equipment use of the member club.** Clubs should arrange a separate Public Liability insurance policy to cover this aspect.

### Examples

COVERED: This policy would provide cover if a roof tile falls on a member of the public.

NOT COVERED: A member of the public trips over a weights bench and is injured.

### **Professional Indemnity**

This provides liability protection for a breach of professional duty where the policy cover is aimed at the exposure of coaches, instructors and trainers whilst involved in activities and events, which are controlled/sponsored recognised or authorised by British Weight Lifting and where the incident does not relate to injury or damage to a third party claimant.

This cover relates to errors or omissions in respect of the advice or instructions given to individuals.

**NB:** The insurance provided as part of the BWL membership only covers activities controlled/sponsored recognised/authorised by British Weight Lifters Association Ltd.

# Additional insurance protection that clubs should consider

### **Public Liability**

In addition to the property owners liability provided by BWL membership, clubs should consider the provision of public liability insurance protection. This policy would provide cover for third party public liability exposures associated with the operational activities of your facility/ gym (subject to policy exclusions).

This means qualifying claims from the actual activity of lifting weights will be covered, subject to terms and conditions.



Inadequately maintained equipment causes an injury to a lifter.

### **Protecting BWL clubs**

BWL and Bluefin Sport have identified an exposure to member clubs that may have inadequate insurance protection in place.

With the help of BWL and experienced underwriters Sportscover, Bluefin Sport have designed an insurance programme to help protect the BWL membership.



In addition to additional public liability protection, this product also includes employers liability, contents, stock, money, glass and business interruption in one combined policy.

It is recognised not all clubs will require the same level of protection, so we can offer two benefit levels to choose from - Silver and Gold.

This brochure provides a brief summary of the features, benefits and limitations of the cover available. These products are arranged by Bluefin Sport and underwritten by Sportscover.

This specialist insurance scheme has been designed to provide cover for BWL affiliated member clubs.

### Your demands and needs

This product aims to meet the demands and needs of club owners/operators who wish to ensure that their BWL affiliated clubs liability and associated risks are met.

Within this documentation you will find the following information:

- A summary of the policy benefits.
- An overview of the important policy notes.
- Glossary.
- · Policy conditions.
- Further important information and a declaration.

If you require full details of cover or clarification of the annotated terms, please refer to the policy document(s) or contact Bluefin Sport.

### **ABOUT US**

Bluefin Sport is a trading name of Marsh Ltd. Marsh Ltd is authorised and regulated by the Financial Conduct Authority. Registered in England and Wales Number 1507274. Registered Office 1 Tower Place West, Tower Place, London EC3R 5BU.



Our Financial Services Register number is 307511 you can check this on the Financial Services Register by visiting the FCA's website: www.fca.org.uk or by contacting the FCA on 0800 111 6768.

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Public liability					
<b>Employers liability</b> (incl. voluntary workers. Up to £35,000 wageroll)					
Tentants improvements					
Contents					
Stock					
Visitor effects					
Glass					
Money					
Business interruption - revenue					
Business interruption - any increased cost of working					
TOTAL PREMIUM Optional 10x monthly instalments					

SILVER BENEFITS	<b>GOLD</b> BENEFITS
£2,000,000	£5,000,000
£10,000,000	£10,000,000
£25,000	£50,000
£50,000	£100,000
£750	£2,000
£150	£250
Replacement	Replacement
£250	£500
£50,000	£100,000
£10,000	£20,000
<b>£895</b> £94.56	<b>£1430</b> £151.08

### Important policy notes

- £100 excess for money cover.
- £500 excess for public liability with Silver cover only.
- £250 excess for public liability with Gold cover only.
- £nil excess for employers liability.
- £250 excess applies to all other covers.
- Abuse cover is include up to £100,000 from the date of the policy inception and is written on a claims made basis.
- The premiums shown are inclusive of Insurance Premium Tax at the applicable rate and an Underwriting Fee of £25.
- Exclusions and limitations apply.
  For full terms and conditions please contact Bluefin Sport.
- Subjectivities apply: No previous claims. Coaching condition. Subcontractors condition. Communicable disease endorsement. Hospital condition. Hirers condition.



Instalments available pay over 10 months



Apply online at: bluefinsport.co.uk/bwl



+44(0)345 872 5060 sport@bluefinsport.co.uk

### Helping to spread the costs

Marsh Ltd, trading as Bluefin Sport, acts as a credit broker and works exclusively with Close Brothers Premium Finance and Insurers for the purposes of arranging premium finance. Marsh Ltd receives a commission from Close Brothers Premium Finance for introducing customers to them.

**Our payment options include the ability to pay the insurance premium over 10 monthly instalments.** This is not an offer. Acceptance of your credit application by Close Brothers Premium Finance is subject to your financial circumstances and status.

Please note the credit product is only appropriate for the funding of your insurance policy and associated costs and not for any other purpose. As the insurance policy forms the security for your credit, your insurance policy is at risk of cancellation if you fail to make a payment. Close Brothers Premium Finance will charge you a fee if you miss an instalment or if the agreement is cancelled. If your insurance policy is cancelled in such circumstances, Close Brothers Premium Finance has the right to receive any proceeds or refunds paid. They will use these funds to reduce the amount you owe.



Representative Example A			Representative Example B	
Cash Price	£895.00		Cash Price	£1430.00
Deposit	£0.00		Deposit	£0.00
Amount to be financed	£895.00		Amount to be financed	£1430.00
10 monthly instalments	£94.56		10 monthly instalments	£151.08
Interest rate	rate 5.65% variable		Interest rate	5.65% variable
Representative APR	14.51% APR variable		Representative APR	14.51% APR variable
Total cost of credit	£50.00		Total cost of credit	£80.00
Total payable	£945.60		Total payable	£1510.80

### The next step

Details of the premiums and policy benefits can be found in this document. Please contact our dedicated team if you require any advice or assistance.

F +44(0)345 872 5060

**sport@bluefinsport.co.uk** 

ines are open Monday to Friday, 9am to 5pm.

# **Policy conditions**

### **Sub-contractors condition**

All sub contractors engaged by You shall have in force and effect Public Liability Insurance for third party Bodily Injury or Damage to Property with a minimum limit of indemnity limit of  $\pm 5,000,000$  throughout the duration of their contract with You. You shall undertake to obtain and retain documentary evidence of the said Insurances, prior to the commencement of any contract.

### **Coaching condition**

In respect of sports coaching; all coaches must be suitably qualified to coach the sport in question in accordance with the relevant recognised national governing body requirements, or where such a formal qualification does not exists, coaches must possess a minimum of three years' practical coaching experience for the sport in question.

### **Communicable disease exclusion**

This exclusion is applicable to the Public & Products Liability Section only. It is understood and agreed that this Policy does not cover any loss caused directly or indirectly, contributed to, by, or attributable to a Communicable Disease or fear or threat of a Communicable Disease.

Communicable Disease means any disease capable of being transmitted from an infected person or species to a susceptible host, either directly or indirectly.

### **Hospitality condition**

These are conditions of the insurance that You must meet as Your part of this contract. If You do not meet these conditions, the Insurer may need to reject a claim payment or a claim payment maybe reduced. In some circumstances Your Policy may not be valid.

### **Fire safety condition**

If your premises or any part of Your premises to which this Insurance applies are in:

### **England or Wales**

and Your premises are or become subject to the Fire Safety Order 2005 or orders made under that Act then a 'responsible person' must carry out, and keep up to date, a risk assessment and implement appropriate measures to minimise the risk to life and property from fire;

### Scotland

and Your premises are or become subject to the Fire Safety (Scotland) Regulations 2006 or orders made under those regulations then those persons with responsibility for your premises must ensure the safety of others by putting in place appropriate fire safety measures based on an assessment of risk;

### **Northern Ireland**

and your premises are or become subject to the Fire and Rescue Services (Northern Ireland) Order 2006 ("FRS") or the Fire Safety Regulations (Northern Ireland) 2010 or orders made under those regulations then:

a fire risk assessment must be undertaken by the responsible person as required by the FRS; and

the appropriate person with control over Your premises must take responsibility for ensuring those premises reach the required fire safety standard;

### **Fire Doors Condition**

You must keep all doors and/or fire escapes unlocked and free of obstructions al all times during the opening hours of the Business.

### **Local Authority Licence condition**

You must under this Insurance obtain when necessary a licence from the local Authority to operate Your Business at the premises as stated in the Schedule. If such licence is withdrawn or refused then the Cover provided by this Insurance shall cease automatically.



# **Other information**

### The capacity in which we are acting

Policy type	Our market search	Who we are acting for	Delegated authority
Club Policy	We only use Sportscover for this policy.	In sourcing insurances for you and in the event of a claim, we act as your agent.	No

### How we use your data

To provide our services, we need to collect and use information about individuals such as their name and contact details, as well as special categories of personal data, (e.g. about their health information) and information about criminal convictions and offences. The purposes for which we use personal data may include arranging insurance cover, handling claims, for crime prevention. More information about our use of personal data is provided in the Marsh Privacy Notice at https:// www.marsh.com/uk/privacy-notice.html or in hard copy on request by emailing or writing to Data Protection Officer, Marsh Ltd, Tower Place, London EC3R 5BU or dataprotection@marsh.com.

Providing the services may involve the disclosure of personal data to third parties such as insurers, reinsurers, loss adjusters, premium finance providers, sub-contractors, our affiliates and to certain regulatory bodies who may require your information themselves for the purposes described in the Marsh Privacy Notice. Depending on the circumstances, the use of personal data described in this notice may involve a transfer of data to countries outside the UK and the European Economic Area that have less robust data protection laws. Any such transfer will be done with appropriate safequards in place.

In some circumstances, we (and other insurance market participants) may need to collect and use special categories of personal data, (e.g. health information) and/or information relating to criminal convictions and offences. Generally, we are able to do this because it is necessary for the insurance activities that we undertake or for fraud prevention purposes.

Where you are providing us with information about a person other than yourself, you agree to notify them of our use of their personal data and, if requested by us, obtain their consent to our use of any special categories of personal data such as health information and information relating to criminal convictions and offences, (e.g. by requiring the individual to sign a consent form).



### **GLOSSARY**

### **Public liability**

Cover for defence costs and damages awarded to members of the public following injury or damage to their property through negligence.

### **Employers liability**

Statutory insurance for all employers. This insurance is required in case any employees pursue their employer for compensation in the event that they suffer injury or disease in the course of their employment

#### **Tenants improvements**

Tenants improvements (TI's) are fixtures, alterations, installations, or additions to a building that you occupy but don't own. TIs are items you've purchased or installed at your expense, but that you can't legally remove.

#### Contents

Contents coverage protects anything inside that is of value to the owners but separate from inventory or stock. This includes furniture, equipment, electronics, and machinery.

### Stock

Unlike the contents, the stock consists of the products and inventory.

### **Visitor effects**

Means visitors' and guests' personal effects of any description (other than motor vehicles) limited to  $\pm 150/250$  per person depending on the option you choose.

### Glass

Means all fixed glass and sanitary ware in standard construction buildings at the premises for which you are legally responsible via lease or ownership.

#### Excess

Means the sum you must pay towards the cost of each and every claim.

### Money

Cash including bank notes, coins, treasury notes, cheques and giro cheques (excluding blank or incomplete cheques and giro cheques), uncrossed postal orders, uncrossed Money orders, bankers drafts, current postage and revenue stamps, stamps, trading stamps, national savings stamps, holiday with pay stamps, luncheon vouchers, travellers cheques, entrance tickets, gift vouchers, phone cards, discount coupons and consumer redemption vouchers, non-negotiable money and travel tickets all belonging to you or for which you are responsible.

### **Business interruption - loss of revenue**

Business interruption is insurance coverage that replaces revenue lost in the event that business is halted due to direct physical loss or damage, such as might be caused by for example a fire.

### Business interruption - increased cost of working

Increased costs of working are costs incurred following loss or damage to avoid a reduction in turnover and to maintain normal operation of the business.

### Legal expenses

Legal expenses is typically designed to help you secure expert legal advice in relation to matters such as employment or commercial contract disputes, it could also provide cover for legal representation and expenses in the event of a claim.

#### **Personal accident**

Personal accident is a policy that provides compensation for insured benefits caused by accidents.

### Claims made

This term is used to describe a policy that will only respond to a loss or claim that is reported to the insurer during the period of the cover. With a 'claims made' policy the incident that causes the claim doesn't need to have happened during the period of the policy but it must have occurred after the retro-active date.

### **Retro-active date**

'Claims made' policies mean that an incident that causes a claim doesn't need to have occurred within the period of the policy but the policy will define a date before which cover would not be provided – this is the policy's retro-active date and will be stated on the policy schedule.

# Marsh Bluefin Sport

### **About Bluefin Sport**

Bluefin Sport is a specialist division of Marsh Ltd with dedicated teams across the UK offering insurance broking and risk management advice to the world of sport, entertainment and leisure industries. We are amongst the market leaders in the provision of insurance intermediary and risk management services in the sport sector. For more information Visit bluefinsport.co.uk.

### **About Marsh**

Marsh is the world's leading insurance broker and risk advisor. With over 45,000 colleagues operating in 130 countries, Marsh serves commercial and individual clients with data-driven risk solutions and advisory services. Marsh is a business of Marsh McLennan (NYSE: MMC), the world's leading professional services firm in the areas of risk, strategy and people. With annual revenue nearly \$20 billion, Marsh McLennan helps clients navigate an increasingly dynamic and complex environment through four market-leading businesses: Marsh, Guy Carpenter, Mercer and Oliver Wyman. For more information, visit marsh.com, follow us on LinkedIn and Twitter or subscribe to BRINK.

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