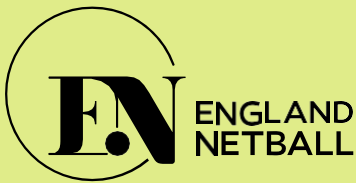


Howden Sport & Entertainment

# Liability and Personal Accident cover

2024-2025



**HOWDEN**

**Insured**

England Netball

**Period of Cover**

1st September 2024 to 31st August 2025

**Activities**

For fully affiliated members of England Netball (members, clubs, groups, regions, counties, and leagues) cover is provided in respect of any activity recognised and authorised by England Netball.

This document is intended as a summary only and does not represent the full terms, conditions, and exclusions. A full policy document is available from Howden.

Insurance is provided on the basis that at the time of your membership renewal you have declared any material facts which may affect provision of the cover.

**Liability**

Has an incident occurred? Please see attached incident notification and reporting guidelines.

**Personal Accident**

If you've sustained a netball injury, please contact the Howden Claims team within 120 days of the incident.

**In the event of a claim please contact Howden claims team:  
0121 698 8040 to request a claim form.**

# Combined Liability

Policy type	Policy number	Insurer
Combined Liability	HUP16 8021793	Hiscox Insurance Company Ltd
Excess of Loss Public/Products Liability	YMM905103	RSA Royal & sun Alliance Insurance Ltd
Excess of Loss Management Liability	DR32281A	RSA Royal & Sun Alliance Insurance Ltd

## Public/Products Liability Section

Limits of indemnity

**Primary £10,000,000 any one event (in the aggregate in respect of products)**

**Excess of Loss additional £10,000,000 (in the aggregate in respect of products) for claims occurring after 1st September 2024**

Cover provided protects your legal liability for damages and legal costs arising out of Third-Party loss, injury or damage, in connection with the activities described above.

### Cover includes

Public Liability

Liability for damage to leased and rented premises

Member to member liability

Indemnity to principals and liability out of goods sold supplied including refreshments

## Professional Indemnity

Limits of indemnity

**£10,000,000 any one event**

Cover provided for negligent acts, errors or omissions in respect of your business activities including bodily injury as a result of coaching.

## Employers Liability

Only applicable to clubs, groups, regions, counties and leagues

Limits of Indemnity

**£10,000,000 any one event (limited to £5,000,000 in respect of Terrorism)**

This covers legal liability for damages and legal costs arising from the death or bodily injury to employees (voluntary or paid) in the course of their employment.

## Management Liability

Only applicable to member clubs, groups, regions, counties and Leagues

Directors of Officers

**Primary £5,000,000 in the aggregate**

**Excess of Loss £5,000,000 in the aggregate in excess of the primary limit**

The insurer subject to the terms, conditions, exclusions and limitations in the policy agree to indemnify the insured and or/the Association for the amount any insured becomes legally liable to pay in respect of a claim including defence costs, legal representation costs, awards of damages and awards of cost.

## Important Terms and Principal Exclusions

### Retroactive and prior and pending dates

- Professional Indemnity – Retroactive Date 1st September 2013
- Public Liability extension Abuse – Retroactive Date 1st September 2017
- Management Liability and Corporate Legal Liability Prior and Pending and Retroactive Date 1st September 2013

### Principal exclusions

A full list of the exclusions can be found in the policy wording under the headings what is not covered

- Claims arising from activity before the retroactive and Prior and Pending Dates noted under the Professional Indemnity and management Liability Sections.
- Medical malpractice
- Claims arising from Cyber Attack or Cyber Incidents
- Deliberate and Dishonest Acts
- Claims brought in the USA/Canada for all sections of the policy
- Claims brought outside the UK and European Union under the Public/Products liability Section
- Claims brought outside the UK under the Employers Liability Section
- War Terrorism and nuclear risks – (Terrorism is insured on the Employers Liability inner limit £5m where employers liability is applicable to the membership category)
- Asbestos
- Pollution
- Matters insurable elsewhere – as detailed in the policy wording for each section.
- Share offerings
- Financial advantage
- Takeovers and mergers
- Breach of professional duty
- Defined benefit pension schemes
- Failure to fund pension and employees benefit schemes
- Contractual liability

### Excess of Loss Public/Products Liability specific exclusions

- Abuse
- Cyber losses
- General Data Protection Regulation (GDPR) losses
- Professional Indemnity
- Claims Occurring before 1st September 2024

### Excess of Loss Management Liability specific exclusions

- Abuse
- Territorial exclusion Russia Belarus and Ukraine

# Liability Incident Guidelines

## In the Event of a Claim

You must report every claim and any incident that is likely to give rise to a claim in the future. Incident Notification Guidelines are attached to this document to assist you. **Please contact Howden on 0121 698 8040 and complete the necessary report/claim form as soon as possible to avoid prejudicing your claim. Do not admit liability; do not make an offer or promise to pay.**

Usually, the claimants are looking for financial compensation.

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## 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 out 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, we 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 or breach of copyright.
- Any investigation under any child protection legislation (including matters which may trigger your safeguarding policy)
- 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
- Any investigation under any child protection legislation (including matters which may trigger your safeguarding policy)
- Any circumstance involving damage to third party property

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 Howden Claims 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 reimbursed.

## Incident Recording Guidelines

We would recommend that a designated person within your organisation is made responsible to record any reportable accident/incident. Records must be kept for at least 6 years, and longer where it involves a person under the age of 18 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 and is approved by the Information Commissioner for D&A Compliance.

**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

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## Type of information you may have to provide for liability notification

- Details of your affiliation to England Netball so membership can be verified
- An Incident notification form so that full details are recorded
- Copy of your risk assessment
- Accident book entry for the incident
- Witness details
- Photographs of the area where the incident happened and any CCTV or other recording if available
- If you have received any correspondence, letter, claim, writ or summons please forward to Howden on receipt and unanswered

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## Reporting Incidents to Health & Safety Executive

You may also have obligations under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 2013.

Dependant on the type of accident this may apply for injury to employees/those working for you paid or unpaid or to members of the public.



### For further information:

Please [click here](#) and to obtain a copy of the leaflet "Reporting accidents and injuries at work" is available [here](#).

# Personal Accident

## Policy type

Personal Accident

## Policy number

ORT/GPAIBT/9725425

## Insurer

Ortus Underwriting

The insurer will, subject to the terms, conditions, provisions and exceptions of this policy, provide cover for Accidental Bodily injury which results in death, loss of limbs, hearing or sight, permanent or temporary disability as defined under the policy which occurs whilst involved in recognised and authorised netball activities. The geographical limit is worldwide excluding areas of war or hostilities.

## Insured Person Category descriptions

### Category 1

Any person resident in the United Kingdom who is a member of England Netball through their Club, County Association Committee, Regional Association Committee, National Advisory Group or other organisation and aged between 16 and 80 years old at the policy effective date.

### Category 2

Any person resident in the United Kingdom who is a member of England Netball either through their Club, College, County Association Committee, Regional Association Committee, National Advisory Group or other organisation and aged under 16 at the policy effective date.

### Category 3

Any person resident in the United Kingdom who is a member of England Netball either through their College or University, back to netball or walking netball subscriber of England Netball and aged between 16 and 80 years old at the policy effective date.

Benefit	(£) Category 1 (See description above)	(£) Category 2 (See description above)	(£) Category 3 (See description above)
Accidental Death	5,000	5,000	5,000
Permanent Total Disablement	50,000	50,000	10,000
Permanent Partial Disablement *	Various % of above limit	Various % of above limit	Various % of above limit
Loss of one or more Limb(s)	50,000	50,000	10,000
Loss of one or both eyes	50,000	50,000	10,000
Loss of Speech	50,000	50,000	10,000
Loss of Hearing in one ear	12,500	12,500	2,500
Loss of Hearing in both ears	50,000	50,000	10,000
Emergency Dental or Optical Expenses (£50 excess)	Up to 600	Up to 600	Up to 250
Hospital In Patient (see detail below **)	50 per day	Not Covered	Not Covered
Convalescence	100	Not Covered	Not Covered
Physiotherapy *** (£50 excess)	6 visits up to 290	6 visits up to 290	Not Covered

Benefit	(£) Category 1 (See description above)	(£) Category 2 (See description above)	(£) Category 3 (See description above)
<b>Broken Bones</b> (Maximum £500 per incident) Fracture means – breach in the structure of bones produced by accidental bodily injury and shall not include hairline fractures.	Spine/Neck/Skull 500 Collar/cheek/pelvic/hip 200 Leg/ankle (femur/tibia/fibula & tarsus) 200 Arm/wrist (humerus, radius, ulna & carpus) 100 Finger/toe/elbow/nose 50	Spine/Neck/Skull 500 Collar/cheek/pelvic/hip 200 Leg/ankle (femur/tibia/fibula & tarsus) 200 Arm/wrist (humerus, radius, ulna & carpus) 100 Finger/toe/elbow/nose 50	Spine/Neck/Skull Nil Collar/cheek/pelvic/hip 100 Leg/ankle (femur/tibia/fibula & tarsus) 100 Arm/wrist (humerus, radius, ulna & carpus) 50 Finger/toe/elbow/nose Nil
<b>Torn Anterior Cruciate Ligament (ACL)</b>	200	200	200
<b>Necessitating surgery</b> <b>If ACL surgery is not required the benefit does not apply.</b>			
<b>Temporary Total Disablement</b>	200 per week	Not Covered	Not Covered
<b>Excess Period:</b> 14 days	Maximum claim 500		
<b>Benefit Period</b>	18 days	N/A	N/A
<b>Temporary Partial Disablement</b>	100 per week	Not Covered	Not Covered
<b>Excess Period:</b> 14 days	Maximum claim 250		
<b>Benefit Period</b>	18 days	N/A	N/A
<b>Parental Travel Expenses</b>	Up to £100	Up to £100	Up to £100
<b>Hearing Aid(s)</b>	600	600	600

\* Amputation or permanent loss of use of:

- One thumb 20% or 17.5%
- Index Finger 15% or 12%
- Other finger 10% or 7.5%
- Shoulder or elbow 25% or 20%
- Hip/knee or ankle 20%
- Wrist 20% or 15% (higher % applies to dominant side)
- One Big toe 10%
- Any other toe 3%
- Removal of lower jaw by surgical operation 30%
- Shortening of at least 5cm of lower limb 15%
- Facial Scarring: 5cm in length or area of 5sq cm - 5%; 10cm in length or area of 10sq cm – 10%
- Burns: 9-18% of body surface – 15% ; 19-27% of body surface -20%; 28+% of body surface -25%

\*\* Hospital In Patient:

In the event of an Insured Person sustaining Bodily injury as a result of an Accident. The benefit will be paid to the Insured person up to 25 days, in the event of the Insured person being admitted to hospital as an in-patient for a continuous period of 24 hours or more. Please note the insurer will not pay a claim where the benefit payable is less than £100 /48 hours

\*\*\* Physiotherapy is available following a ruptured, snapped or torn ligament or tendon or broken bone or primary dislocations

Item	Schedule of Benefits	Sum Insured
14	Disappearance Extension	Included within Item 1
15	Medical Expenses	Up to 20% of any amount claimed under Items 1 to 9 up to a maximum of £15,000
17	Coma Benefit	£30 per day payable up to 104 weeks
18	Funeral Expenses	Up to £5,000
19	Personal Effects	Up to £250
26	Dependant Child Benefit	In the event of accidental death of an Insured Person which results in a valid claim under Item 1 of the Policy schedule, We will pay 5% of the sum for each Dependant child up to a Maximum of 10% and a Maximum payment of £5,000



## Important Terms and Principal Exclusions

Maximum Age 80 Years. We will not pay for any claim where an Insured Person is aged 80 years or over at the Policy effective date (1st September 2024).

**General Policy Exclusions – Applicable to ALL sections of this Policy:** The following Policy Exclusions apply to all Sections of the Policy and all clauses, extensions and endorsements unless otherwise stated.

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### We will not cover death, disablement or loss:

- 1 Whilst the Insured Person is engaged or taking part in military, air force or naval service or operations (other than reserve or volunteer training).
- 2 Whilst the Insured Person is engaged or taking part in aeronautics or aviation, other than as a passenger.
- 3 Whilst the Insured Person is engaged or taking part in mountaineering or rock climbing normally involving the use of ropes and/or guides.
- 4 Whilst the Insured Person is riding or driving in any kind of race.
- 5 Directly or indirectly caused or contributed to by the Insured Person's
  - a) Intentional self-injury
  - b) Suicide or attempted suicide
  - c) Provoked assault or fighting except in bona fide self-defence
  - d) Own criminal act
  - e) Engagement or participation in civil commotions or riots of any kind
  - f) Deliberate exposure to exceptional danger (except in an attempt to save human life).
- 6 Any claim arising from or attributable to illness or natural cause.
- 7 Any claim in respect of Items 15-26, for any expenses incurred for longer than the Benefit Period as noted under Item 8 in the Policy schedule or 104 weeks whichever is the less. If Item 8 is not covered then We will not cover expenses incurred for longer than 104 weeks.
- 8 For claims where medical or other suitable evidence is not provided.
- 9 Whilst the Insured Person is under the influence of alcohol (which exceeds the prescribed limit under the Road Traffic Acts 1988 and would render the Insured Person unfit to drive regardless of whether the Insured Person is driving or not), drugs or solvents (other than drugs taken under medical supervision but not for the treatment of drug addiction).
- 10 Occasioned by or occurring whilst the Insured Person is in a state of insanity temporary or otherwise.
- 11 Arising from or attributable to War (whether declared or not), whilst the Insured Person is in the United Kingdom or is travelling to any country or area that, at the commencement of travel, was publicly known to be in a state of, or faced with the threat of War.
- 12 Regardless of any contributory cause(s), any claim(s) in any way caused or contributed to by an Act of Terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent. If We allege that, by reason of this exclusion, any claim is not covered by this Policy, the burden of proving the contrary shall be upon You.
- 13 Arising out of or consequent upon or contributed to Radiation.

## **In addition to the general policy exclusions please note:**

**A full list of the exclusions can be found in the policy wording**

**Item 15:** Medical Expenses – we will not pay for any claim where the benefit payable is recoverable under another insurance that you or an insured person may have in force.

**Item 16:** Hospital in Patient Expenses – We will not pay for any claims where the benefit payable is less than £100

**Item 17:** Coma Benefit – we will not pay for the first 48 hours of any claim.

**Item 21:** Dental and optical expenses- we will not pay for

- a) the first £50 of each and every claim
- b) The purchase of new glasses solely due to damage of existing glasses (unless there has been a change in prescription evidenced by a letter from a qualified optometrist)

**Item 23:** Physiotherapy – we will not pay for any claim:

- a) Where treatment has been provided by the NHS
- b) Where the benefit payable is recoverable under any other insurance that the Insured Person or the Insured may have in force
- c) Excess the first £50 each and every claim

**Item 25:** Hearing Aid(s) - we will not pay:

- a) For the first £50 each and every claim
- b) For claims arising from the pre-existing hearing conditions
- c) For charges made for travelling time, broken appointment or similar punitive charges
- d) For claims arising from damage due to wear, tear, deterioration or defective workmanship
- e) For routine examination
- f) For any treatment deemed to be clinically unnecessary
- g) The costs of travelling expenses and telephone calls

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## **Reporting a Personal Accident Claim**

**Have you injured yourself whilst participating in England Netball recognised activity**

**Please contact Howden on 0121 698 8040, within 120 days of injury occurring and complete the necessary claim form as soon as possible.**

- Please provide your membership ID so that membership can be validated before Howden can advise on potential benefits available.
- For all injuries, Insurers will require:
- Medical confirmation of the injury, eg discharge letter from the A&E or Hospital you attended
- If qualify for broken bones benefit you will need to supply a copy of discharge notes/medical confirmation of the fracture.
- In respect of ACL if your injury requires reconstructive surgery, insurers will require copies of your hospital discharge notes to confirm the surgery has taken place. If you are on a waiting list for surgery and have written confirmation that the surgery is needed, Insurers can consider the benefit if this document is provided.
- If you qualify for a Temporary Total Disablement benefit, Insurers require wage slips for 3 months prior to the accident date (or last tax return if self employed) and medical certificates covering the whole period of absence.

**Additional guidance will be provided by the Howden claims team dependant on the injury sustained and benefit(s) which may be applicable.**



### **Important Note From Insurers**

In respect of Section A Personal Accident, notice must be sent to **Us** as soon as practicable (and no later than 365 days after the incident) of any **Accident** to an **Insured Person** and the **Insured Person** must as early as possible place himself under the care of a duly qualified **Medical Practitioner**. Notice must be sent to **Us** as soon as practicable in the event of the death of the **Insured Person** resulting or alleged to result from an **Accident**.



### **Important Note**

Claims under this Personal Accident policy must be notified using the reporting guidelines outlined by England Netball. These must be received by the insurer within 120 days from the date of the incident and no claim will be considered after 365 days from the date of the incident. If you are unsure if your injury will trigger a claim under the policy, please discuss with Howden claims



### **For further information:**

In the event of a claim please contact Howden claims team:  
0121 698 8040 to request a claim form.

# Contacts

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