

Legal Liability Insurance

The Football Association of Wales
summary and evidence of cover.
2022/23 season*

*Excludes JD Cymru Premier League Teams

Valid from 1 July 2022

Introduction

We have worked in conjunction with The Football Association of Wales (FAW) to create this liability insurance product for clubs, area associations, leagues, and match officials.

This leaflet provides a brief summary of the features, benefits and limitations of the FAW liability scheme, arranged by Bluefin Sport and underwritten by AXA XL Insurance Company UK Limited Insurance Company UK Limited.

As this is a summary of cover it does not include all the policy benefits, limits, and exclusions. Full terms, conditions and, exclusions are shown in the master policy document, a copy of which is available on request or at bluefinsport.co.uk/faw.

Contents:

- What is the FAW liability scheme?
- Is the policy adequate for my club?
- Are there any excesses?
- The period of insurance
- Are club tournaments and fund raising events covered?
- The insurer
- Summary of the covers and significant exclusions (e.g. 'player to player')



What is the FAW liability scheme?

This liability insurance scheme is designed to indemnify the Directly Affiliated Leagues (DAL) and their clubs (with the exception of the JD Cymru Premier League teams), Area Associations and their affiliated member clubs (adult and youth), leagues, match officials, and registered referee associations/societies. By the FAW arranging cover as a block insurance scheme premiums are more affordable to clubs and leagues at the lower levels of the game.

Important note:

Cover is not provided under this scheme for JD Cymru Premier teams.

The policy automatically includes both a club and league's commercial activities, but in respect of the operation of a licensed premises, cover will only be provided if turnover/revenue for this commercial aspect is less than £20,000. For any licensed premises activities that exceed this threshold, then you will require separate cover.

Five elements of cover

Our exclusive policy consists of:



Public and products liability

Provides protection against legal liability for bodily injury to third parties and damage to third party property. Includes 'Player to Player' legal defence costs (See 'Player to Player' liability cover heading).



Cyber liability

Provides cover for your liability that can arise from collecting and storing personal data electronically or from operating on the internet.



Professional indemnity

Liability cover for claims made against the club for negligent acts, errors or omissions, libel, slander and defamation. Includes cover for coaching activities that may



Employers liability

Provides cover in respect of claims made against the club for injuries caused to an employee of the club arising out of and in the course of such employment.



Officers and committee liability

Provides cover for claims made directly against individuals at the club e.g. officer, committee member, director and/or trustee for alleged wrongful acts.

Is the policy cover adequate for my club/league?

The scheme is designed to cater for:

- The Area Associations.
- Directly affiliated clubs and leagues.
- Grass roots clubs and leagues.
- Affiliated referees including stand-in referees (other than European games).

Your demands and needs

This product is designed to meet the demands and needs of the majority of amateur and semi professional clubs/leagues that wish to protect themselves against third party liability. Cover includes property owners' liability for clubs/leagues that own a clubhouse, changing facility or stands. The policy automatically includes both a club and league's commercial activities, but in respect of the operation of a licensed premises, cover will only be provided if turnover/revenue for this commercial aspect is less than £20,000. For any licensed premises activities that exceed this threshold, then the clubs will require separate cover.

The above statements do not constitute advice or a personal recommendation for our FAW product. Should you require advice please contact Bluefin Sport.

Referees

The policy extends to cover all forms of refereeing which has been appropriately sanctioned by the relevant Area Association or The Football Association of Wales.

'Player to Player' liability cover

'Player to Player' is a term used to define a situation where a claim arises from one player injuring another whilst participating in a game or training.

This scheme provides an element of protection for 'Player to Player' incidents. It automatically includes 'Player to Player' legal defence costs of up to £200,000 but excludes any damages legally awarded.

Are there any excesses?

Public liability	£250 for each and every claim in respect of damage to property only. This is reduced to just £25 in respect of claims for damage to glass/windows.
Employers liability	No excess.
Officers and committee liability	£250 each and every claim.
Professional indemnity	£250 each and every claim.
Cyber liability	£250 each and every claim.

The period of insurance

The FAW liability scheme provides cover for 12 months from 1 July of each year.

Cover for club tournaments and fund raising events

Cover applies to legal liability arising from club fund raising and tournament events up to 5,000 attendees per day but excluding any hazardous activity, as detailed within the policy wording. However, the policy can usually be extended to cover hazardous activities subject to an additional premium, and will be reviewed on an individual basis depending on the information provided. Tournaments will need to be sanctioned by your Area Association.

Please note: Cover includes bonfires and fireworks displays but this will be subject to agreed event plan criteria (see glossary).

The policy does not include cover for event cancellation, abandonment or curtailment or event property.

The insurer

The policy is underwritten by **AXA XL Insurance Company UK Limited**. Their Sport & Leisure team has significant industry experience, knowledge, technical know-how and embedded product expertise. To learn more, visit axaxl.com

Who is covered by this policy?

4 FAW Tier Structure

The FAW Liability Package is a bespoke package for member clubs registered at Tier 2 and below:

- Tier 2: Cymru North and Cymru South.
- Tier 3: Ardal Leagues.
- Tier 4 and below: Grassroots Football.

Cover extends for the activities of the Area Associations including:

6 Area Associations:

- CWFA – Central Wales FA.
- GCFA – Gwent County FA.
- NEWFA – North East Wales FA.
- NWCFA – North Wales Coast FA.
- SWFA – South Wales FA.
- WWFA – West Wales FA.

Cover Extends for the Activities of Directly Affiliated Leagues (DALs) including:

- Cymru North.
- Cymru South.
- Ardal leagues.
- Reserve League North.
- Reserve League South.
- Cymru Premier Development League.
- Cymru Youth League.
- FAW Academy Leagues.
- Genero Adran Premier - Welsh Premier Women's Leagues:
 - Genero Adran North and South
 - Genero Adran U19s North and South
 - Genero Adran Trophy

Affiliated Leagues ran by:

- SWFA - South Wales FA.
- GCFA - Gwent County FA.
- WWFA - West Wales FA.
- CWFA - Central Wales FA.
- NWCFA - North Wales Coast FA.
- NEWFA - North East Wales FA.

Qualifying member Clubs are insured for the following activities:

- Adult Football.
- Vets Football.
- Walking Football.
- Youth Football.
- Soccer Tots.
- Disability Football.
- Trial Players / Temporary Members.
- FAW sanctioned cross-border friendlies or tournaments which take place in England.
- Futsal.
- Huddle Football*.

*Huddle Football sessions are covered under the FAW Countycover policy on the basis they are being delivered by clubs and on the proviso they are firstly sanctioned by the FAW and secondly each participant is made a temporary member of the club. The sessions must adhere to the coaching and safeguarding requirements of the FAW.

Other Insured Persons

- Referees and Match officials, including registered referee associations/societies.
- Coaches are covered whilst providing sessions for and on behalf of the club only.

Who is Not Covered?

- JD Cymru Premier.
- Welsh Schools.
- Welsh College Football Association.
- FAW Trust.
- Welsh National Teams.
- Coaches providing independent sessions or sessions under their own trading name are not covered and they are required to have their own insurance in their own right.



Require assistance?

If you are uncertain as to whether cover is appropriate for you please do not hesitate to contact us and we would be happy to discuss your requirements in more detail.

0345 872 5060

faw@bluefinsport.co.uk

How we use your data. If you are interested in how we use your personal information and how you may exercise your rights in respect of that information, please refer to the Marsh Privacy Notice <https://www.marsh.com/uk/privacy-notice.html>.

The premiums shown are inclusive of Insurance Premium Tax at the applicable rate. For full terms and conditions please contact Bluefin Sport. Exclusions and limitations apply

FAQs

Q: Does the policy cover third party injuries sustained inside a clubhouse?

A: Yes. The policy is designed to cover slips, trips, and falls due to your negligence including commercial activities which generate an income below £20,000 annually in respect of a licensed premises.

Q: Can we have a “Lads v Dads” match?

A: No. The FAW does not sanction these types of activities. We have received claims in the past following serious injuries in these types of games.

Q: Does the policy cover injury to players?

A: This is a liability policy only so is designed to provide protection for claims made against you if you are found to be at fault or negligent in some way. For players to be protected for injury, regardless of blame, clubs should consider buying personal accident insurance. Visit bluefinsport.co.uk/faw for further information.

Q: Are soccer tots covered?

A: Yes. There are no age restrictions to the liability policies however, it is recommended that for children under 5 years of age their parent or guardian remains with their child.

Q: Are coaches covered?

A: Coaches are covered whilst working solely for the club but not independently.

Q: We are having a bonfire and firework display. Are we covered?

A: Yes, but cover is subject to agreed event plan criteria. Please refer to the glossary.

Q: My kit/phone was stolen having been left in the changing rooms whilst I played - can I make a claim

A: In the first instance this type of claim needs to be referred to your own insurance provider i.e. mobile phone insurance or household cover. Your own club may have a contents policy which potentially could cover items away from the club. A liability claim will only be successful if the club have acted in a negligent fashion.

The policy cover summary

1. Public & products liability | £10,000,000

Protection against legal liability for bodily injury to third parties and/or damage to their property including nuisance, trespass or interference up to a limit of indemnity of £10,000,000.

Cover, features and benefits

Cover includes:

- The organised activities of the Directly Affiliated Leagues and clubs, area association leagues and grass roots clubs/leagues, Area Associations and referees associations/societies.
- Club social and fundraising events up to 5,000 attendees per day but excluding driving events, bouncy castles, water sports or any activity above 3 metres off the ground. Cover for bonfires and fireworks displays is subject to agreed event plan criteria (see glossary).
- Property owner's liability, including liability for spectator stands, temporary or permanent.
- Legal defence costs in the event of 'Player to Player' (participant to participant) up to £200,000. This does not cover any award or damages that may be given.
- Liability for loss of or damage to premises hired, leased or rented to the insured club/league.
- Member to member liability for any member of an insured club whilst engaged in club activities but excluding any active participation in the sport. This cover applies in the event of one individual member of the club making a claim against the club or another member.
- Referees/match officials whilst refereeing sanctioned competitions, including any stand-in referees. Covers all levels of football in Wales but excludes European fixtures.
- Volunteers of the insured club/league whilst acting on behalf of the club/league.
- Products liability – sale or supply of club memorabilia, replica kit, programmes, food and drink.
- No fault property damage up to £1000.
- Special third party property damage extension for windows/windcreens. Excess is reduced to just £25 for claims up to £2,000.
- First aid. Administering of first aid at an organised club/league activity is included for club members other than when such persons are indemnified under a medical malpractice or other insurance.
- Coaching activities of the club only (but not if provided in return for a fee – (see professional indemnity extension).
- Abuse cover is only available for all persons involved in an official capacity (e.g. managers, coaches, members and officials) who are involved with football activities for youth and/or vulnerable adults.
- Car parks for which you are responsible. It is a condition that you have a clearly displayed disclaimer of liability for any loss or damage to any motor vehicle. This disclaimer is to be situated in a prominent position in your car park.
- Designated changing facilities owned or operated by you. It is a condition that you have a disclaimer of liability for any loss or damage within the cloakroom. The notice must be prominently displayed in or adjacent to the cloakroom. An attendant must be on duty therein throughout the whole of the time the cloakroom is in use or it must be adequately locked if unattended.
- Health and Safety at Work Act Prosecution defence costs.
- Court attendance compensation.
- Motor vehicles used for club activities which are not licensed for road use e.g. 'sit-on' mowers.
- It is important to note that the policy automatically extends to include the commercial activities of an FAW registered football club or league, however, in respect of the operation of licensed premises, cover is operative when sport is being played, or meetings are taking place and where the annual turnover/revenue from the licensed premises does not exceed £20,000.

Main exceptions:

- The first part of any claim (your excess).
- 'Player to Player' liability.
- Assault, battery or any intentional or pre-meditated or malicious or deliberate violence, criminal act or acts or intent to cause harm or gross negligence.
- Actions of a player whilst under club, league or association suspension.
- Hazardous activities.
- Fireworks or bonfire displays that do not meet agreed event plan criteria.
- Loss or damage to property in your custody or control (other than damage to property comprising premises leased or rented by you).
- Fines, liquidated damages or penalties.
- Advice, design or specification given by or on behalf of the insured club or league for a fee. Professional services rendered by or on behalf of the insured.
- Gradual pollution or contamination.
- Contractual liability.
- Asbestos.
- Products manufactured.
- Geographical limit - United Kingdom. Cover automatically extends for travel outside of the United Kingdom for up to 30 days during any one trip (excluding the USA or Canada)
- Coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARSCoV-2), or any mutation or variation thereof. This exclusion also applies to any claim, loss, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from:
 - a. any fear or threat (whether actual or perceived) of;
or
 - b. any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of; coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARSCoV-2), or any mutation or variation thereof.

Limitations:

- For any licensed premises that generate an annual turnover/revenue which exceeds £20,000 or where the club run a social club separate Public and Employers insurance will be required. Please contact Bluefin Sport to discuss your insurance requirements and receive a quotation. A licensed premise is one that supplies or sells alcohol and/or provides public entertainment.
- Car parks cover limited to £50,000 per vehicle.
- Designated changing facilities cover limited to £10,000 in respect of visitors effects.
- Court attendance compensation limited to £250 for any director or partner of the insured club/league, £250 for any employee.
- 'Player to Player' legal defence costs limited to £200,000.
- Abuse cover is limited to £1,000,000 and excludes any liability arising from an act of any person who has not been checked by the Disclosure & Barring Service (DBS) and does not hold evidence of current clear DBS status.
- Special third party property damage excess reduction for windows/windcreens only applies if total cost of damage in the year is less than £2,000.

2. Cyber liability | £25,000

Cover includes:

- The content of the club website, email, intranet or extranet, including alterations or additions made by a hacker, for actual or alleged infringement of any intellectual property rights, including any copyright, trademark, passing off or linking to or framing of another page; or defamation, including libel, slander or malicious falsehood.
- The negligent transmission of a computer virus to anyone with whom the Insured does business or to anyone who uses the Insured's website in the course of their business.
- A breach, violation or infringement of any right to privacy, consumer data protection law, or other legal protection for personal data.
- The unauthorised collection or misuse of any data concerning any customer or potential customer which is either confidential or subject to statutory restrictions on its use and which the Insured obtained through the internet or extranet or website and holds electronically.

Main exceptions:

- The first part of any claim (your excess).
- Deliberate or dishonest acts.
- Prior claims, investigations and circumstances.
- Breach of contract.

Important conditions:

You must:

- take reasonable steps to use, maintain and upgrade any program which protects against computer viruses or any unauthorised use of or access to the insured's computer system, network, electronic link or website.
- make back-up copies of any data, file or program at reasonably frequent intervals.
- cancel any username, password or other security protection after the insured became aware or had reasonable grounds to suspect that it had been made available to any unauthorised person.
- make reasonable steps to ensure that all personal data held by the Insured is encrypted.

This section of the policy is written on a 'claims made' basis - please refer to the glossary.

3. Professional indemnity | £5,000,000

Cover includes:

- Defence costs and awards for claims made against the club/ league for negligent acts, errors or omissions, libel, slander and defamation.
- Football coaching and associated advice given by persons appropriately qualified, in connection with the sport, involving a fee for and on behalf of the club.

Main exceptions:

- The first part of any claim (your excess).
- Deliberate or dishonest acts.
- Prior claims, investigations and circumstances.
- Breach of contract.
- Cover includes:

This section of the policy is written on a 'claims made' basis - please refer to the glossary.

4. Officers and Committee Liability

Cover includes:

Claims brought against officers, committee members, directors and trustees for wrongful acts.

- Legal costs for allegations of breach of health and safety legislation including corporate manslaughter.
- Legal costs of representation at an investigation, e.g. health and safety or employment.
- Legal costs for allegations of fraud or dishonesty (until judgement .or admission).
- Direct financial loss following dishonesty of employees or volunteers (£1,000 limit).

Main exceptions:

- Dishonesty and fraud.
- Breach of professional duty.
- Bodily injury, property damage, pollution, nuclear risks and war.
- Prior claims and circumstances – made or intimated before the inception date, or arising from any circumstance of which any officer, trustee, director or committee member was aware prior to the inception date.
- Geographical limit – UK & Ireland

This section of the policy is written on a 'claims made' basis - please refer to the glossary

5. Employers Liability

Cover includes:

- Protection against legal liability in respect of claims made for injuries caused to any volunteer or employee of the club/league arising out of and in the course of such employment.
- A £10,000,000 limit of indemnity (£5,000,000 in respect of terrorism and asbestos).

*Cover is subject to receipt of the Clubs Employers Reference Number

Main exceptions:

- Geographical limit – UK & Ireland

At a glance glossary

Claims made

(please note this only applies to Section 2, 3 and 4 where shown as operative on the policy schedule)

The term used to describe the type of policy that will only respond to a loss or claim that is reported to the insurer during the period of the cover. This is in contrast to policies that respond to a loss or claim that occurred during the period of cover. Incidents reported after a policy has expired would not be covered.

Commercial activities

Means activities arranged by you and within the geographical limits which are not directly related to the operation of a team or club and the sole purpose of which is to gain a commercial advantage.

DBS

The Criminal Records Bureau (CRB) is now called the Disclosure and Barring Service (DBS) - CRB checks are now called DBS checks. A DBS check may be needed for certain jobs or voluntary work - like working with children.

Employers Liability

Compulsory 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.

Event Plan Criteria (Fireworks and Bonfires)

Firework/Bonfire Warranty

- all fireworks are discharged by designated adults only
- all fireworks are stored in fire resistant containers
- all spectators are kept at least 15 metres from the bonfire and firework discharge points
- no accelerants are used on the bonfire

You must fully comply with HSE guidance which can be found at

<http://www.hse.gov.uk/explosives/fireworks/using.htm>

Excess

This is the amount the policyholder must pay in the event of a claim being made. The amount may differ for each type of insurance.

Insured

A person or business covered by an insurance policy.

Legal defence costs

The provision of legal defence cover is designed to protect the accused party.

Licensed premises

A premises that supplies or sells alcohol and/or that provides public entertainment.

Officers and Committee Liability

Provides cover for claims made directly against individuals at the club/ league, e.g. officer, committee member, director and/or trustee

'Player to Player'

A term used to define a situation where a claim arises from one insured injuring another whilst participating in a game or training. (NB: policy wording refers to this cover as 'Insured v Insured').

Professional indemnity insurance

Cover provides protection if you provide negligent advice or a negligent service. It is designed to safeguard you against claims made by members of the public for any resulting financial loss or damage to their reputation.

Public liability insurance

Cover against damages awarded to members of the public because of an injury or damage to their property through negligence.

Territorial limits

Territorial Limits means the United Kingdom. You are also covered for travel outside of the United Kingdom (but not if You travel to the USA or Canada) for up to 30 days during any one trip.

Evidence of liability insurance for the 2022/23 season

As Insurance Brokers to the Football Association of Wales (FAW) it is hereby noted and agreed that cover is operative on the following basis for member leagues, clubs and referees who are members of the FAW and their Area Associations for their respective rights and interests.

It is a condition precedent to the underwriters liability that the affiliated member league/club is in possession of said document. The following cover is subject to the policy terms, conditions and exclusions and a valid membership to the FAW for the 2022 to 2023 football season.

General	
Policy Number	SL8000764090
Insured	The Football Association of Wales, Area Associations, Member Clubs, Leagues, Referee Associations/Societies and Referees & Officials.
Period of cover	1 July 2022 or date of membership, whichever is the later, to 30 June 2023 both dates inclusive
Insurers	AXA XL Insurance Company UK Ltd
Territorial Limit	United Kingdom. Cover automatically extends for travel outside of the United Kingdom for up to 30 days during any one trip (excluding the USA or Canada)
PUBLIC & PRODUCTS LIABILITY	
Cover status	INSURED
Limit of Indemnity	£10,000,000 any one occurrence (Public Liability) and in the aggregate in respect of Products Liability Abuse extension limited to £1,000,000 General Extension 11.2 Player to Player Defence Costs and Expenses
Retro Date	01 July 2008, or date the member club first joined the FAW if later
Excess	£250 each and every claim for damage to Third Party Property, £25 each and every claim for damage to Windscreens/Windows. £1,000 each and every claim for Abuse.
EMPLOYERS LIABILITY	
Cover status	INSURED
Limit of Indemnity	£10,000,000 (5,000,000 terrorism and asbestos)
Excess	£Nil
OFFICERS AND COMMITTEE LIABILITY	
Cover status	INSURED
Limit of Indemnity	£10,000,000 any one occurrence and in the aggregate
Excess	£250 each and every claim
PROFESSIONAL INDEMNITY	
Cover status	INSURED
Limit of Indemnity	£10,000,000 any one occurrence and in the aggregate
Excess	£250 each and every claim

CYBER LIABILITY

Cover status	INSURED
Limit of Indemnity	£25,000 any one occurrence and in the aggregate
Excess	£250 each and every claim

Policy Conditions

Subject to the aforementioned, the club shall observe fulfil and be subject to the terms, exclusions and conditions contained in the master policy document. A copy of which is available on request from Bluefin Sport

Car parks - For clubs that have car parks for which they are responsible it is a condition of the insurance that a Disclaimer Notice must be clearly displayed stating that no liability is accepted for any loss or damage to any motor vehicle. This disclaimer is to be situated in a prominent position in your car park.

Changing facilities - For clubs that have designated changing facilities, which they either own or operate, it is a condition of the insurance that a Disclaimer Notice is clearly displayed in a prominent position in or adjacent to the cloakroom stating that no liability is accepted for any loss or damage within the cloakroom. An attendant must also be on duty therein throughout the whole of the time the cloakroom is in use or it must be adequately locked if unattended

Notification of a claim

Please note that all incidents that could give rise to a claim must be immediately reported to Bluefin Sport, with any writ or summons forwarded on immediately following receipt. You should not admit liability under any circumstances as the insurers will respond to all allegations on your behalf.

The insurer 'AXA XL Insurance Company UK Limited' will initially have 40 days from the date you are notified of the incident, to respond to all allegations made against your club. Please note that failure to report a claim potential claim immediately could result in indemnity under this policy being withdrawn by the insurers.

If you receive a Claims Notification Form (CNF) relating to either a claim against your club or a player you should immediately (and no later than one working day) send an electronic acknowledgment of receipt of the CNF to the claimant's legal representatives. We suggest a wording of: We acknowledge receipt of the CNF dated xx/xx/xx which is being passed onto our insurer, AXA XL Insurance Company UK Limited, under policy number **SL8000764090**. You should then immediately send the CNF and associated correspondence to Bluefin Sport to enable formal acknowledgement by the insurer to the claimant's legal representatives. All information should be sent to Marsh | Bluefin Sport, Castlemead, 13th Floor, Lower Castle Street, Bristol BS1 3AG, United Kingdom.

Important note:

This document is provided to you for information only. The issuance of this document does not make the person or organisation to whom it is issued an additional insured, nor does it modify in any manner the contract of insurance between the insured and the insurers. Any amendment, change or extension of such a contract can only be effected by specific endorsement attached thereto.

Should the above-mentioned contract of insurance be cancelled, assigned or changed during the above policy period in such manner as to affect this document, no obligation to inform the holder of this document is accepted by Bluefin Sport or by the insurer.

Bluefin Sport is a trading name of Marsh Ltd which is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No. 307511). Copyright © 2022 Marsh Ltd. Registered in England and Wales Number: 1507274, Registered office: 1 Tower Place West, Tower Place, London EC3R 5BU. All rights reserved.

This is a marketing communication.

The information contained herein is based on sources we believe reliable and should be understood to be general risk management and insurance information only. The information is not intended to be taken as advice with respect to any individual situation and cannot be relied upon as such.

faw@bluefinsport.co.uk

bluefinsport.co.uk/faw

Bluefin Sport is a trading name of Marsh Ltd. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No.307511). Registered in England and Wales Number: 1507274. 853412659



Chartered