

April 2014

## BCCMA COMMERCIAL INSTRUCTOR MEMBERSHIP PLUS

### SUMMARY OF COVER

<b>Policy No.:</b>	<b>PLON99/0071290</b>
<b>Insured:</b>	<b>BRITISH COUNCIL FOR CHINESE MARTIAL ARTS</b> &/or Registered Commercial Instructors/ Coaches.
<b>Activity:</b>	National Governing Body for Chinese Martial Arts in Gt. Britain; Registered Instructors/Coaches teaching BCCMA Approved Chinese Martial Arts
<b>Period:</b>	For the period a valid BCCMA membership licence is held.
<b>Cover Summary:</b>	Legal liability to pay compensation to Third Parties for injury to their person &/or damage to their property arising out of the activities of the BCCMA &/or as an Instructor <b>teaching BCCMA Registered Members &amp; Non-Members BCCMA Approved Chinese Martial Arts</b> in accordance with the rules & regulations of the BCCMA. Including liabilities arising out of BCCMA staged Events for BCCMA Registered Members, all in accordance with the full terms and conditions of the Insurers policy wording.
<b>Cover:</b>	<b>PUBLIC LIABILITY</b> Limit of Indemnity any one Event <b>£ 5,000,000</b> Excess: £ Nil <b>Option to Increase Public Liability Limit of Indemnity to £10,000,000</b> <b>PRODUCTS LIABILITY</b> Limit of Indemnity in the aggregate <b>£ 5,000,000</b> Excess £ Nil (Products limited to Food & Drink & Associated Sports Equipment & Accessories sold or supplied). <b>PROFESSIONAL INDEMNITY</b> Limit of Indemnity in the aggregate <b>£ 5,000,000</b> Excess £ Nil Claims Made Wording Retro-Active Date: 1st October 2007

**Cover (Cont.):**

**ABUSE EXTENSION**

Limit of Indemnity in the aggregate                   £   **250,000**  
Excess   £           250  
Cover Subject to DBS Checking being operative;  
Claims Made Wording  
Retro-Active Date:    1st October 2007

The policy will indemnify the insured in respect of defence costs arising from allegations of **Abuse** (as defined in the policy schedule) whether sexual or mental.

**WARRANTIES (ALL SECTIONS):**

**It is a condition precedent to liability hereunder that:**

1. No one shall be allowed to participate whilst under the influence of alcohol or drugs;
2. all activities including those on a sub-contracted basis must be advised to insurers;
3. **All Instructors/Coaches must be BCCMA Approved**
4. **The Rules & Regulations of the BCCMA are adhered to at all times.**

And as per policy wording

Failure to comply with a warranty may render the cover inoperative.

**Territorial Limits:**

Anywhere in the world excluding USA & Canada. However this exclusion does not apply for temporary visits of less than 90 days.

**Jurisdiction:**

UK Jurisdiction

**Insurer:**

Sportscover Syndicate 3334 @ Lloyd's

### **Professional Indemnity Insurance:**

Whereas Public Liability insurance indemnifies the insured in respect of compensation to a third party for bodily injury and/or damage to property, PI insurance provides Financial Loss cover arising from a breach of professional duty, a negligent act, error or omission arising out of the business activities.

Examples of claims could be:- 1. Unintentional infringement of intellectual property rights; 2. loss of documents or data in your trust; 3. Unintentional defamation, libel or slander; 3. unintentional breach of confidence, confidential duty or misuse of information; 4. injury caused by bad advice.

PI insurance protects the business from performance failures and/or negligent acts arising out of the products and services provided by the business. It is also known as errors and omissions cover, which more accurately describes what it does.

Professional Indemnity Insurance is written on a Claims Made Wording. This means that it only covers claims made against the Insured and notified to the Insurers during the period of insurance. Claims notified outside of that period will not be covered. It is imperative that Insurers are notified of ANY incident that may give rise to a claim at a later date.

### **Abuse Extension:**

#### **Definition of Abuse:**

Abuse means circumstances where:

- a. The Insured had a responsibility (either explicit or implied) for the welfare and well-being (physical mental &/or spiritual) of the victim & the original Insured was in breach of this duty to protect those in its care either through negligence or vicariously for the acts &/or omissions of its employee, Members, volunteers etc.
- b. Abuse may be physical, sexual or psychological in nature.

Abuse includes;

- a. Behavior which sexualizes the victim & uses the victim for sexual gratification;
- b. The sexual interaction between two minors if there is a perceived difference in power between the victim and the abuser;
- c. The imposition of an excessively harsh regime through which there is a systematic assault or maltreatment of the victim over a period of time, this would not include a single incidence of physical assault;
- d. The deliberate premeditated maltreatment by an individual in a position of responsibility.

Abuse DOES NOT include:

- a. Schoolyard & workplace bullying;
- b. Treatment/nursing malpractice or any error or omission in the provision of nursing or care treatment.

**Policy No.:** PLON99/0069486

**Insured:** **BRITISH COUNCIL FOR CHINESE MARTIAL ARTS**  
Registered Instructors/Coaches

**Activity:** BCCMA Approved Chinese Martial Arts in Gt. Britain;

**Period:** For the period a valid BCCMA membership licence is held.

**Operative Time:** Whilst taking part in BCCMA Approved Training, Authorised Competitions & Demonstrations only.

**Cover:** **SPORTS INJURY**

**Benefits:**

<b>4.1.1.</b>	<b>Death</b>	<b>£ 50,000</b>
<b>4.1.2.</b>	<b>Loss of Limbs or Eyes</b> Continental Scale as defined in the policy	<b>£ 50,000</b>
<b>4.1.5.</b>	<b>Permanent Total Disablement</b> from any occupation following accident. Continental Scale as defined in the policy	<b>£ 50,000</b>
<b>4.2.</b>	<b>Medical Expenses</b> covered up to Physiotherapy Expenses covered up to Excess payable for each and every claim Max payable per incident under this section	<b>80%</b> <b>75%</b> <b>£ 50</b> <b>£ 500</b>
<b>4.3.1.</b>	<b>Loss of Income</b> from usual occupation following accident only. 14 Day Excess each & every claim. Benefit payable for up to 52 weeks	<b>£ 150 p.w.</b>
<b>4.3.2.</b>	<b>Injury Assistance.</b> The amount payable is the lesser of 75% of Non-Medical Expenses or a daily amount of The maximum payable per claim is 14 Day excess each and every claim	<b>£ 30</b> <b>£ 1,500</b>



**Conditions:** This Policy replaces the “All Members” Sports Injury policy benefits and is NOT paid in addition thereto.

Loss of Income benefit must not exceed 75% of normal weekly income.

No compensation will be payable under Section 4.3.2. - Injury Assistance if any amount be payable under Section 4.3.1. - Loss of Income

Excluding any injuries or disablement arising from any pre existing defect, infirmity or sickness.

Excluding: The following disciplines are excluded and no payment will be made for any injury arising from taking part in Muay Thai; Brazilian Jujitsu; Mixed Martial Arts; Cage Fighting & Full Contact Kick Boxing.

All terms & conditions as per the insurers standard form of policy wording a copy of which is available upon request from [info@wwsi.co.uk](mailto:info@wwsi.co.uk)

**Insurer:** Underwritten by Sportscover Syndicate 3334 at Lloyd's