



Lions Clubs International

British Isles and Ireland



INSURANCE HANDBOOK FOR

LIONS CLUBS INTERNATIONAL

MULTIPLE DISTRICT 105

This document is intended to provide a brief insight into the Insurance arranged for and on behalf of Lions Clubs International. This is a summary of your policy cover but it does not provide full terms and conditions. If you have any queries which are not answered by this handbook, please do not hesitate to contact one of your dedicated insurance team at Miles Smith or your MD Insurance Adviser who will be happy to help you.



Lions Club Insurance Handbook MD 105

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SECTION 1.

Introduction

Fellow Lions this is your Handbook and is intended to be your non-technical plain English guide to our Insurance Programme. Because of some of the inevitable technicalities in Insurance you may find some jargon.

From November 2009 we have entered a new and exciting phase in the development of our Insurance needs in which we as Lions of MD105 have the opportunity to participate positively in our new self insurance (funded) arrangement for the Equipment/Regalia/Money Insurances. In addition we have appointed Miles Smith Insurance Brokers to help us manage our Insurance affairs. At this stage I acknowledge the assistance I have received from our new Brokers who have, with my input, prepared this Guide.

In order to avoid the demands of November 5th and Christmas activities all our insurances are now due for renewal on 1 September annually.

As your MD Insurance Adviser I have long recognised the need to review and contain our costs, whilst maintaining or even enhancing the level of insurance cover we enjoy. We now have the opportunity to participate in the profits we have previously generated for Insurers, because of our excellent claims experience - some £70,000, had we been able to self insure the Equipment/Regalia/Money policy during the last 4 years. By self insuring these risks we can review the MD Dues of every Lion in 4-5 years' time if our claims experience does not deteriorate materially.

Clubs will now be responsible for a more realistic figure of the first £100 of each claim.

Please make use of the check list on pages 5 when planning Club events and always remember the importance of preparing a Risk Assessment, ideally by your appointed Club Safety Officer.

Please note that wherever a £ sterling amount is shown in this Guide in Eire the EURO equivalent would be paid at the prevailing rate of exchange at the date of payment of a claim

Lion Bryan Riley,
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November 2011 – Version 3

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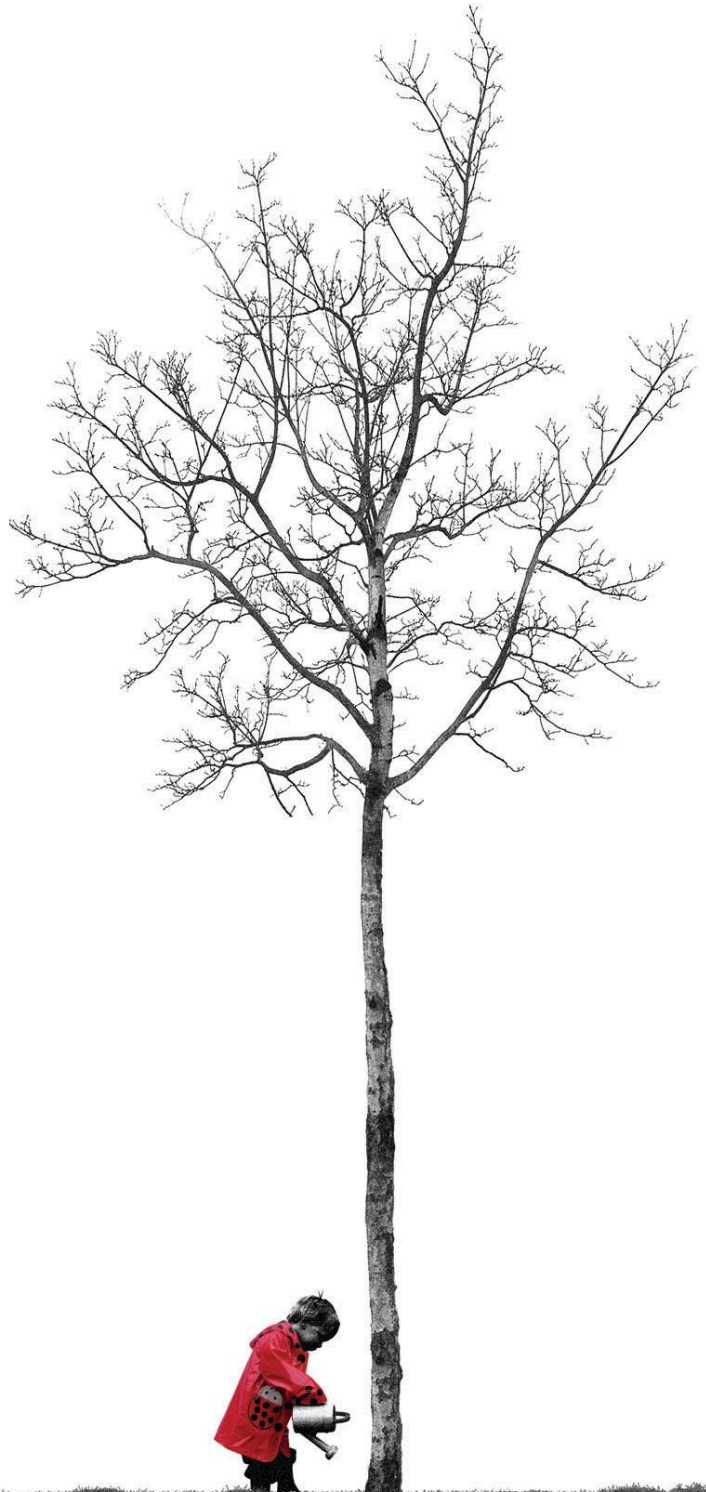
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Lions Web Page for Forms & Information

<http://www.milessmith.co.uk/LionsClub>

Username: lionsclub

Password: roar



SECTION 3

1. General Instructions

It is important that all Lions property, monies and effects, and the liabilities involved in the undertaking of Lions activities, are adequately covered by insurance. Great care should be exercised in arranging the necessary policies, and the following notes are prepared only as a broad outline to provide some guidance in these matters.

2. Expert Advice

It cannot be emphasised too strongly that insurance without absolute security is not true insurance. Therefore, all insurance should be placed with a reputable Insurer. All Lions Clubs are advised to schedule all the property for which they are responsible, either as owner, tenant, as bailee or otherwise. The common law liabilities for which they may be responsible either directly or vicariously, should also be examined and then a check made to ensure that provision has been made for full insurance protection for those risks.

The wording of the insurance policy is all important and it may not be easy for a Club to satisfy itself that the policy has been drawn up to meet its requirements, hence the advisability of seeking expert guidance from the MD Insurance Adviser, your District Insurance Officer or from the MD Insurance Brokers.

3. Signing Contracts

If you are required to sign any contract – e.g. when hiring a building, using MOD property – please ensure you are not incurring additional liabilities which may not be covered by the Liability Insurance Policy. Look for the “any loss or damage howsoever caused” and “consequential loss” clauses!

The most common issue to arise is that clubs are asked to accept liability “howsoever” it arises. This is not acceptable and liability should be restricted to that for which the Lions are “legally liable”, in accordance with the insurance policies arranged.

Any agreement which you feel needs to be checked should be referred please initially to your District Insurance Officer, then to MD Insurance Adviser or our MD Brokers.

4. Making sure the sum insured is adequate

If insurance companies discover under-insurance then they would normally apply the “condition of average”, which would result in the Club being made to bear a proportion of the loss, relative to the degree of under-insurance.

It should be the regular practice of all clubs to review the self insured limits. Failure to do so could result in inadequate cover at the time when cover is most needed – when a claim/loss occurs. Do not forget additional items acquired. Conversely, if the values at risk have reduced, there is no point in continuing to pay a premium for inflated sums insured. Since sentimental values are disregarded, in the case of articles of considerable intrinsic value, such as silver, trophies or badges of office, it is good practice to secure an independent valuation of each item and to keep this regularly updated, so that it can be produced as evidence of value.

5. General Advice

The MD Insurance Brokers have prepared some advice notes for each insurance policy arranged and it is hoped you will find this to be helpful but we would strongly recommend you read the APPROPRIATE SECTION OF THIS BOOKLET for more detailed information.

EQUIPMENT, REGALIA AND MONEY INSURANCE

This protection is now self funded by the Multiple District. It provides for "All Risks" cover (that is accidental loss or damage), exactly the same as previously insured, on the Presidents Badge and Collar, the Club's Charter, all Club Regalia and fund raising equipment actually owned by the Club.

It does not include caravans, electrically powered vehicles (including wheelchairs), motor vehicles, watercraft and aircraft. Separate cover for these excluded items is available from the Multiple District Insurance Brokers. Similarly clubs should be aware equipment left in an unattended vehicle is only covered if it is left out of sight in a locked boot or locked glove compartment

Cover also does not include the personal possessions of members which should be insured under their own home insurance policy on an "All Risks" basis.

The limits are

Equipment and Regalia	£10,000
Hired or loaned Equipment	£ 1,500
Any one item	£ 2,500 unless otherwise agreed

The cover is subject to a £100 deductible in respect of each and every loss

1. Make sure you have current valuations for your regalia and take photographs of valuable items with a ruler alongside to indicate size.
2. Keep an up to date log of who possesses items of Club regalia and make sure the regalia is returned intact after use.
3. Do not leave regalia or valuable items unattended at events or in vehicles unless adequate precautions have been taken to conceal and protect the property.
4. Notify the Police immediately it is discovered property has been stolen or damaged by thieves &/or malicious persons and ensure a note of the crime reference number is retained.
5. The All Risks Regalia self insurance only covers limited items. Any other property owned by a Club or District must be insured separately, for example caravans or battery operated Wheelchairs.
6. If you hire or borrow equipment remember the insurance does not automatically cover this. It is the club's responsibility to arrange adequate cover for these items. Top up insurance to the full value of the equipment is available from the MD Insurance Brokers and an excess of £100 applies in the event of a loss.

Property Included

Property owned by the Club or associated Lioness or Leo Club anywhere in the UK and Republic of Ireland, including transit, and for the President's badge and collar only worldwide for up to 30 days in any period up to 1 September 2010 and annually thereafter.

Values in excess of the above limits should be declared to the Multiple District Insurance Brokers who will arrange insurance cover at an additional premium.

Money

Loss of Lions money within England, Scotland, Wales, Northern Ireland, the Channel Islands, the Isle of Man and Ireland

Limit of Liability

These limits will apply to each Club

- 1) Non Negotiable Money - needs to be specifically insured through our MD Insurance Brokers
- 2) During events and in transit to the bank £ 5,000
- 3) In a locked safe other than a Bank night safe £ 1,000
- 4) In a Bank night safe £ 5,000
- 5) Not contained in a locked safe or strong room in any premises used by the Club when not occupied £ 250
- 6) Whilst at the private dwellings of members (but increased to £500 if property remains occupied by at least one member of the family. £ 250

The cover is subject to a £100 deductible in respect of each and every loss

Escort Requirements

It is a condition precedent to liability in respect of loss of money in transit that the amounts shown below are accompanied by the stated number of escorts being responsible able-bodied adult persons

Amount	Number of Escorts
£0 - £2,500	1
£2,500 - £5,000	2

Exclusions

- During transit by unregistered post
- From an unattended vehicle
- Due to clerical accounting errors, depreciation in value, unexplained shortage, dishonoured cheques, or the use of counterfeit money.

If a Club requires increased money limits, please contact MD Insurance Brokers.

Claims Procedure

Any loss will be considered on the basis of our previous Royal and SunAlliance policy wording. Losses should be reported **immediately** to our MD Insurance Brokers and a claim form can be obtained by download from their website or by telephone/e-mail request. Our MD Brokers will assess liability and a recommendation as to settlement or declinature will be referred to your MD Insurance Adviser. A cheque or Bank Transfer in settlement will be issued by the Council Treasurer.

Any dispute as to liability or quantum must be referred in writing to the MD Insurance Adviser who will consult the Council Treasurer and the Deputy MD Insurance Adviser for a final decision.

LIABILITY INSURANCE

It is important that all Clubs do everything to avoid accidents which may give rise to claims under the Employers and Public Liability Policies. The Club Safety Officer should prepare a Risk Assessment before each club event. If the event is likely to attract 1000 people or more a copy of the Risk Assessment should be sent to our MD Brokers. In the event of any incident, every effort must be made to record the circumstances supported by statements from witnesses, photographs etc., and the matter must be reported to the MD Insurance Brokers with the minimum of delay. **Do not admit liability or enter into correspondence** other than to say that the matter has been reported to the Insurers of Lions Clubs International. Possible claims under other policies must also be reported without delay to the MD Insurance Broker. Failure to do so may invalidate the cover.

Where reference is made to the Health & Safety Executive in this handbook, they can be contacted on 0845 345 0055 or via the website www.hse.gov.uk

Please note that there are strict guidelines laid down following the implementation of the Woolf Reforms, which were introduced to speed up the settlement of liability claims. Please refer to Appendix A for full details.

1. A list of every day events acceptable to Insurers is given on pages 10 & 11.
2. Do not drive any vehicle until you have made sure you are insured under a valid policy (the Lions' policy does not cover motor vehicles licensed for road use).
3. Refer any forms or contracts where you are requested to provide an indemnity (for example a Council) to the MD Insurance Adviser and/or MD Insurance Brokers before signing them.
4. If you are hiring/borrowing inflatable castles, we recommend that the owner runs the inflatable castle for the period of the event and you should ensure that the owner has Public Liability Insurance which extends to include the Club's Liability.

Where inflatable castles are hired/borrowed and the owner is not present during the Lions event, Clubs should comply with the Safe Use and Operation of Play Inflatable, including bouncy castles guidance issued by the Inflatable Play Inspector Scheme. This guidance can be downloaded from www.pipa.org.uk

5. If you are hiring/borrowing fairground rides, merry go rounds etc. make sure that Public Liability Insurances is held by the owners and is extended to include the Club's liability.

Even where the owners of the Fairground rides have Public Liability Insurance it does not absolve Clubs of their Legal Liability to members of the public and you must ensure that the owners adhere to the safety requirements outlined in the HSE document "Fairgrounds and Amusement Parks".

6. Organisers of sporting and other events must do all they can to ensure the health & safety of participants and spectators.
7. Ensure that events are adequately marshalled and carry out a risk assessment. The HSE Document "Five Steps to Risk Assessments" should be referred to for guidance. Alternatively a checklist is provided at the back of this document.

8. Remember there is no cover in force in respect of flights in aircraft, hot air balloon rides, hovercraft etc. where these activities are organised the owners insurance must be extended to include the Club's liability.
9. When organising clay pigeon shoots do check the whereabouts of public rights of way and ensure adequate safety precautions are taken. Reference should be made to the safety guidelines produced by the Clay Pigeon Shooting Association - Website www.cpsa.co.uk
10. If you are loaning wheelchairs make sure they are properly maintained and the beneficiary has Personal Liability Insurance.
11. Fireworks displays should ideally be organised by a recognised professional organisation with its own Public Liability insurance which must be checked and a written record obtained prior to the event taking place.

Reference should be made to the DTI Guidance Notes on how to organise and run outdoor firework displays safely www.dti.gov.uk/fireworks

12. Where more than 3,000 people are expected at an organised event, such as a Firework Display, it is recommended that you obtain a copy of the HSE document "Managing Crowds Safely".
13. Where an event involves the cooking of food you must ensure that the individual who is cooking is aware of the relevant hygiene procedures. The Food Standards Agency has a very useful website offering guidance notes on Food Hygiene www.food.gov.uk
14. The Lions Public Liability policy will cover a Club against claims for death of, disease contracted by Third Parties or damage to their property incurred as organisers of approved Lion Events, provided it is as a result of a negligent act of the Club, Individual Member or Voluntary Helper.

Owners of properties have a duty of care when inviting people on to their property and this liability is covered under a normal household policy i.e. Personal Liability or Property Owners Liability. Members should therefore advise their own Household Insurers if they are allowing a Club to use their property to hold an event.

Motor Insurance

Because of the large number of queries received the following notes concerning motor insurances are included.

1. No cover is provided by the Lions Insurance programme in respect of motor vehicles requiring Road Traffic Act cover, e.g. licensed for road use.
2. Private motor insurance policies issued to individuals and to firms who provide employees with motor cars, usually allows for Social, Domestic & Pleasure purposes. Legal liability to passengers is now included as required by Law.
3. It is considered that the use of motor vehicles for Lions duties could well fall within the definition of Social, Domestic & Pleasure use. However, it is essential that members should notify their Insurers that the vehicle is used for Lions activities and obtain written confirmation that the policy cover will not be invalidated by such use. When borrowing a vehicle make sure you obtain written confirmation from the owners that the vehicle is insured for Lions activities.
4. There is a point in time at which driver/passenger is neither in nor out of the vehicle. Liability for an accident at that point can be determined only by the Courts on the evidence available.
5. Some motor policies contain restrictions which limit driving to one or more named persons, and this point must be borne in mind before offering or accepting the loan of a car, to ensure not only that the borrower is permitted to drive by the terms of the Policy and would, therefore, be

indemnified in respect of third party liability, but also that the use to which the vehicle will be put is covered by the definition of use in the Insurance Certificate.

6. It is necessary to ensure that the Private Motor Insurance is extended to cover the towing of trailers or caravans.

To protect Lions, the liability policy has been extended to provide contingent liability insurance to cover Lions' Legal Liability against claims for bodily injury arising from the use of trailers as a Santa's Sleigh with only one person seated upon the trailer whilst it is being towed.

Under the Road Vehicles (Construction and Use) Regulations 1986, the following must be complied with

- if you are to carry a passenger (i.e. Santa) you will need to clear it with your local Police Authority that this is acceptable to them and their interpretation of the Road Traffic Act
- You must ensure there is sufficient safety consideration for the passenger – a seat or chair is securely fixed and some form of safety or grab rail fitted
- It may be prudent that on every occasion when a passenger is carried that the vehicle is not driven above a speed of 15mph.

If a trailer / caravan becomes accidentally detached during a journey it is still deemed to be attached for insurance purposes and therefore a claim arising would fall under the motor policy in relation to the towed vehicle.

When the trailer/caravan is detached by an authorised person, if it then causes injury to a third party or damage to his/her property the Lions Club concerned would be indemnified by the Lions Club Public Liability Insurance Policy.

N.B. IMPORTANT this section does not relate to the use of flat bed lorries for carnival floats etc.

Where a lorry is being utilised it is important that the Motor Insurers of the vehicle are made fully aware of its usage and the motor insurance is extended accordingly particularly to pick up the liability for persons seated on the vehicle. In all instances seek advice from the MD Insurance Advisor, your District Insurance Officer or our MD Brokers.

Liability Insurance

Employers Liability

Employers' Liability cover has been arranged with ACE Europe to protect clubs against legal liability they may incur for death of, disease contracted by or injury to any person arising out of or in the course of their employment by a Club.

This cover relates to paid employees of Clubs and also for voluntary helpers construed by the Courts to be employees by the nature of their relationship with the Club. **Please note that it is not now necessary for Clubs to effect Employers Liability Insurance separately.**

Limit of Indemnity

GBP 10,000,000 any one occurrence for UK Clubs (Statutory requirement)

Euro 13,000,000 any one occurrence for Clubs in Eire

Public & Products Liability

The International Association of Lions Clubs covers all Clubs on a **legal liability** basis. Limited medical payments cover is also provided. A booklet entitled "A Programme of Liability Insurance" is sent to each Secretary every year direct from Oak Brook. It is also available from the website. The limit of cover for Public Liability is US\$ 1,000,000 any one claim and US\$ 1,000 medical expenses limit any one person. The insurers are ACE American. The booklet should be carefully studied.

In addition, cover as detailed below has been arranged through the MD Insurance Brokers with ACE Europe, which, in the opinion of the Council of Governors, provides reasonably adequate protection for Clubs and their members.

The policy provides an indemnity limit of the difference between US\$ 1,000,000 and GBP 10,000,000 thus the total limit of indemnity is GBP 10,000,000 or Euro equivalent in Eire in respect of Public and Products Liability.

It is stressed that the policies cover a Club's **LEGAL LIABILITY** for bodily injury or damage to property belonging to other people, **excluding** property in your care, custody or control other than buildings or liability solely arising because of contract.

The policies do not cover claims which Clubs think they have a moral obligation to pay, unless **legal liability** exists. The Insurers reserve the right to pay or contest any claim depending on their opinion of the grounds on which the claim is submitted. The cover arranged with ACE Europe includes the majority of the non-hazardous activities of the Clubs. It is virtually impossible to provide a list of all acceptable events unless any of the following events will have an attendance of 1,000 people or more or in excess of 250 people participating in such events they do not need to be referred to the MD Insurance Brokers are:-

- ❖ Donkey derbys, duck races, bed races and the like
- ❖ Dances, concerts, exhibitions, fashion shows
- ❖ Street collections, erection of banners
- ❖ Barbecues, coffee mornings, cheese and wine events
- ❖ Carnivals, fetes, fairs, galas and fun days
- ❖ Trailers not attached to a road vehicle
- ❖ Boating events and races involving hand-propelled craft in inland or territorial waters

- ❖ Hiring public buildings/council land (where contracts are signed please refer to page 5)
- ❖ Sponsored walks, swims, cycle rides etc. (restricted to Great Britain and Northern Ireland)
- ❖ Fireworks displays
- ❖ “It’s a Knockout” type events
- ❖ Horse riding events
- ❖ Jumbles sales, bring and buy sales, car boot sales
- ❖ Model aircraft risks are covered where wing span does not exceed three feet.
- ❖ Clay Pigeon Shoots – Refer to the safety guidelines produced by the Clay Pigeon Shooting Association (Tel No 01483 485 400 Website – www.cpsa.co.uk)

Where clubs are organising events and it is anticipated that the attendance will be over 1,000 people or more than 250 participants, please complete the checklist at the end of this handbook and forward to Miles Smith (for the attention of Charmagne Gurney on 020 7220 0902).

Where there is any doubt, Clubs should contact The MD Insurance Adviser, their District Insurance Officer or the MD Insurance Brokers who will advise whether a particular event is adequately covered, or whether the Multiple District policy needs to be extended **if possible** to cover the activity.

The policies arranged do not cover every eventuality and some exclusions do apply. A brief summary of some exclusions are listed below, although this list is not exhaustive.

- ❖ Aviation risks (other than hand-propelled craft), use of hot-air balloons, parachute
- ❖ Bungee jumping
- ❖ Abseiling
- ❖ Marine and water borne risks, other than hand-propelled or sailing craft in inland territorial waters
- ❖ Hovercraft
- ❖ Racing risks involving the use of motor vehicles
- ❖ The use of vehicles licensed for road use on or off the public highway.
- ❖ Any deliberate act or omission
- ❖ Contract conditions which impose an absolute liability on Clubs for damage or injury howsoever caused and for consequential loss.

AND PLEASE REMEMBER

The use of Ministry of Defence land and buildings should be avoided in view of the very onerous contract conditions they impose.

Any other person (other than voluntary helpers) or organisation participating in a Lions Club event is NOT indemnified and must arrange his or her own cover.

Other Members

The policy also indemnifies individual Lion members in respect of their legal liability arising out of Lions activities and there is no exclusion of such liability should the injury or damage be caused to another Member. In the event of claims arising out of Lions activities being made against individual Lions by other Lions

Products Liability

This covers goods sold or supplied by Clubs and cover is approximately GBP 10,000,000 in the aggregate in any one period of insurance. The first US\$ 1,000,000 is arranged in the USA with ACE American and the balance up to GBP 10,000,000 or Euro equivalent in Eire is provided by ACE Europe in the UK.

Safety Officer

Each Club is required to appoint a Safety Officer as already outlined. Such an appointment will help keep the number of incidents to a minimum. Good Risk Management means the avoidance of bad publicity for Lions and prevention of possible losses.

Checking a Third Party's Insurance Documents

You are advised to make certain that any other organisation or group supplying a service or taking part in an event hold a valid insurance policy that applies to the event in question, provides an indemnity to your Club of AT LEAST GBP 1,000,000. Insist on written evidence and keep this with your risk assessment for the event.

In certain instances a limit of indemnity of GBP 1,000,000 will prove to be inadequate. In view of this it is recommended that where you have a professional company lighting fireworks that you insist upon all of the above with the exception that they have in force a minimum limit of indemnity of GBP5,000,000.

Where an organised event involves the use of aircraft/hot air balloons it must be remembered that this is specifically excluded from the insurance policies arranged by Lions. It is therefore imperative that the owners have a minimum limit of indemnity of GBP 10,000,000 and that their policy is extended to indemnify Lions.

Medical Malpractice Cover

It is important that clubs understand that there is no medical malpractice cover within the Lions programme of insurance. Therefore clubs are not covered for anything which may be considered as a medical procedure or offering medical advice, however broad a definition is used. The most frequent area clubs will get involved in this area is likely to be diabetes screening and blood pressure monitoring.

There is insurance cover in place for arranging the venue and chaperoning the patients at a diabetes/blood screening session but there is no cover for sticking needles in people or offering any medical advice. Clubs who arrange diabetes screening sessions should enlist the help of local medical personnel to undertake the screening and satisfy themselves that the medic has the appropriate insurance in place.

If in doubt contact your District Insurance Officer, the MD Insurance Adviser or the MD Insurance Broker and please give as much notice and information as possible.

PERSONAL ACCIDENT INSURANCE

The benefits under the Multiple District Policy with Chubb Insurance are as follows:

Insured Persons

Category A

Any member of the Insured the Spouse/Partner of any member or any voluntary helper over 16 years of age and in gainful employment

Category B

Any member of the Insured, the Spouse/Partner of any member or any voluntary helper who is not in gainful employment or under 16 years of age.

Category C

Any member of the Insured, the Spouse or any member or voluntary helper aged between 80 and 85 years

Category D

Any member of the Insured, the Spouse or any member or voluntary helper aged over 85 years

Operative Time

Cover applies whilst in pursuit of normal Lions duties or whilst travelling directly between meetings/activities and residence (normal or temporary)

<u>Benefits</u>	<u>Category A</u>	<u>Category B</u>	<u>Category C</u>	<u>Category D</u>
1) Death (but see notes below)	£ 30,000	£ 30,000	£ 30,000	£ 30,000
2) Loss of Limb(s) or Sight	£ 30,000	£ 30,000	£ 30,000	£ 30,000
2) Permanent Total Disablement	£ 30,000	£ 30,000	£ 30,000	£ Nil
3) Total Loss of Hearing				
a) in both ears	£ 30,000	£ 30,000	£ 30,000	£ Nil
b) in one ear	£ 7,500	£ 7,500	£ 7,500	£ Nil
5) Total Loss of Speech	£ 30,000	£ 30,000	£ 30,000	£ Nil
6) Permanent Partial Disablement	£ 30,000	£ 30,000	£ 30,000	£ Nil
7) Temporary Total Disablement per week	£ 200 *	£ 200 ++	£ 50 ***	£ Nil
Benefit Period	104 weeks	104 weeks	28 weeks	
Deferment Period	7 days	7 days	7 days	
9) Paraplegia	£ 50,000	£ 50,000	£ 30,000	£ Nil
10) Quadriplegia	£125,000	£125,000	£ 30,000	£ Nil
23) Medical Expenses	£ 20,000	£ 20,000	£ 20,000	£ Nil
24) Dental Expenses	£ 2,000	£ 2,000	£ 2,000	£ Nil

NOTES

- Any benefit payable under Item 1 - Death - is restricted to £5,000 in respect of persons under 16 years of age.
 - Any benefits payable under this policy are in addition to any other benefits payable as a result of a policy taken out by a Lion or other insured person, or arranged for him or her by his or her employers.
 - The temporary total disablement definition operates if the insured person is unable to undertake his/her usual occupation
 - + 7 days deferment period increasing to 28 days if the injury is sustained whilst competing in any sports or competitive activity.
 - ++ Proven costs of medical treatment and ancillary expenses up to a maximum of £200 per week. In respect of physiotherapy it must be as a result of a GP referral
 - *** Proven costs of medical treatment and ancillary expenses up to a maximum of £50 per week For a maximum of 28 weeks. In respect of physiotherapy it must be as a result of a GP referral
- Under Category A, the Temporary Total Disablement shall be restricted to 100% Gross Weekly Wage or the amount specified, whichever is the lesser.
- Please note that in respect of Insured Persons aged over 80 years Loss of Limb(s) (one or more) shall mean
 - a) In the case of a lower limb by permanent physical severance at or above the ankle;
 - b) in the case of an upper limb loss by permanent physical severance of the entire four fingers through or above the metacarpo phalangeal joints.
 - Clubs can obtain supplementary benefits at an additional premium. Application forms and rates applicable can be obtained from the MD Insurance Brokers

LEGAL EXPENSES INSURANCE

The cover is now self insured by MD105 with the exception of District 105i whose cover is arranged With DAS Legal Expenses Insurance Company Limited. The policy number is TT8/7021001 (Eire). The Legal Help Line is still available to Clubs in the British Isles.

Covers – British Isles

- ❖ Employment Disputes and Compensation Awards
- ❖ Legal Defence
- ❖ Tax Protection
- ❖ Contract Disputes – the minimum amount in dispute must be £250. A £500 excess will apply where the amount in dispute exceeds £5,000.
- ❖ Commercial Legal Advice and Tax Advice Helpline

Limit of Indemnity

£50,000 any one action

Covers – Ireland

- ❖ Employment Disputes and Compensation Awards
- ❖ Legal Defence
- ❖ Tax protection
- ❖ Contract Disputes – the minimum amount in dispute must be Euros 300. A Euro 600 excess will apply unless the dispute is dealt with under the Small Claims Court Procedure
- ❖ Euro law Commercial Legal Advice and Tax Advice Helpline

Limit of Indemnity

Euros 80,000 any one action in Ireland only.

All Clubs in the British Isles and Ireland should immediately refer any potential claim to our Insurance Brokers and not try to deal with it themselves.

The need for this type of insurance policy has arisen as the general public and commercial organisations continue to become more and more litigation conscious and the cost of legal advice also continues to rise sharply.

There are many circumstances where a Club may be sued, for example failing to undertake or provide services. There may also be the need to defend a criminal action arising from various legislations.

Please ensure you quote the Policy Number when making a call to the 24 hour Legal Help Line

Tel No 0117 934 2111 (UK)

Tel No 1850 670 747 (Eire)

TRUSTEES INDEMNITY INSURANCE including Libel & Slander

This insurance is arranged with Hiscox Insurance Company (UK) Limited and protects the fiduciary liability (as opposed to the liability of physical loss or damage which is covered by the Public Liability policy) of the Officers of Lions Club International Multiple 105, Districts and Clubs

The policy also protects all members (including Staff) of Lions Clubs International MD 105 whilst carrying out Lions business/activities.

The cover is in respect of any claims made against Lions MD105, Districts or Clubs or its Officers (i.e. all members and Staff of Lions MD105) whether jointly or severally arising from a wrongful act, or an Employment Practices Wrongful Act which results in an action for damages provided that the Claim is first made against the Club during the period of Insurance. Additional costs, charges and expenses incurred with Insurers' consent in defence of a claim are also insured.

Please note that the definition of "Professional Indemnity Wrongful Act" includes unintentional libel or slander.

"Wrongful Act" means any actual or alleged act, error, omission, misstatement, misleading statement, negligent act, negligent error, negligent omission or negligent breach of duty committed or attempted by an Insured acting in his or her capacity as a governor, trustee, committee member, director or officer, employee of the organisation or any allegation made against the insured by reason of his or her capacity as a governor, trustee, committee member, director or officer employee of the organisation.

Limit of Indemnity:

- ❖ £2,000,000 in the aggregate including costs and expenses. The inner limits that apply are stated below:
 - i) Bail Costs – 10% of the aggregate limit shown above or £250,000, whichever is the lesser
 - ii) Crisis Containment – Maximum £25,000 per policy but in addition to the total aggregate limit for this section shown in the schedule

This insurance is governed by the law of England and Wales, the courts of which shall have sole jurisdiction to deal with any matters in dispute not determinable by arbitration

Excess:

- ❖ None

CYBER LIABILITY

Cyber Liability addresses the first- and third-party risks associated with e-business, the Internet, networks and informational assets. Cyber Liability Insurance coverage offers cutting edge protection for exposures arising out of Internet communications.

The concept of Cyber Liability takes into account first- and third-party risks. The risk category includes privacy issues, the infringement of intellectual property, virus transmission, or any other serious trouble that may be passed from first to third parties via the Web.

<u>Cover</u>	<u>Indemnity Limit</u>	<u>Excess</u>
1) A-D) Privacy Liability	- £500,000	£2,500
1) E) Breach Notification	- £250,000	£2,500
2) A) System Damage	- £500,000	£2,500
2) B) Business Interruption	- £5,000 per day and £500,000 aggregate	£15,000
3) Computer Virus and Hacking	- £500,000	£2,500
4) Computer Crime	- £50,000	£2,500
5) IPR Infringement	- £500,000	£2,500
6) Defamation	- £500,000	£2,500
7) Stat E-Commerce Duties	- £500,000	£2,500
8) Brand Protection	- £50,000	Nil

PROFESSIONAL INDEMNITY

Professional indemnity insurance provides cover for claims brought against the policyholder due to their professional negligence.

This type of cover protects a business's interests against claims for error, omissions, professional neglect for both the principles and their employees.

The definition of **wrongful act** is as follows:

Any actual or alleged act, error or omission committed or attempted by you arising from the performance your duties including:

- a) breach of any duty, including fiduciary or statutory duty;
- b) breach of trust
- c) negligence, negligent misstatement, misleading statement or negligent misrepresentation;
- d) defamation;
- e) breach of warranty or authority;
- f) any other act, error or omission attempted or allegedly committed or attempted by you solely as a result of your business activity;
- g) breach of any duty including fiduciary or statutory duty
- h) infringement of intellectual property rights including copyright, patent, trademark or moral rights of any act or passing-off;

The cover is as follows:

Limit of Indemnity

- ❖ £2,000,000 In the aggregate including Costs and Expenses

Excess

- ❖ £1,500 each and every claim including costs

Geographical Limits

- ❖ Worldwide excluding the USA and Canada

Applicable Courts

- ❖ Worldwide excluding claims brought in USA/ Canada

Lions Club Event Checklist

This form should be completed and forwarded to the MD Insurance Brokers for every event where it is anticipated there will be more than 1,000 attendees or 250 participants.

Also within the Insurance Guide under the Liability Section a list of events which do not require referral to Insurers are listed. It is the intention that this list will be updated on an annual basis to ensure the Insurers automatically provide cover in relation to fund raising activities which are organised regularly.

Completion of this checklist, whilst being good practice also allows for events which are not listed as “acceptable” to be easily referred to the MD Insurance Broker.

This form can be photocopied or scanned and submitted to Charmagne Gurney at Miles Smith

Miles Smith Insurance Group, 20 Birchin Lane, London, EC3V 9DU

Tel – 020 7220 0902

Fax – 020 7220 0860

email – cgurney@milessmith.co.uk

Lions Club..... District 105

Contact Name..... Address.....

Email.....

Tel.....

Full details of planned activity or event

Date of Event..... Duration Days

Venue of Event..... Anticipated no. of attendees.....

Details of any special risks or concerns you as a club have for this event.....

How many times have you held this event before, over what period of time.....

Have you as a club sought permission/advice from any outside agencies regarding the event i.e. Council, Police, Fire Brigade, St Johns. Please give full details.....
.....
.....

Has a full risk assessment been undertaken? What were the key risks noted?
.....
.....
.....

Is any equipment being borrowed or hired for the event? YES / NO

Is a quote required for the hired in items? If Yes, please give full details

If YES, what is the total value of the items being hired £.....
What is the maximum value of any one item £.....

Money Cover is provided upto £5,000 at any one event, subject to two able bodied adults taking the cash to the bank together.

Do you require a higher limit for cash at the event and in transit to the bank? YES / NO

If YES, please give full details including limits required and number of adults carrying the cash.

.....
.....

Has your club been asked to sign any agreements for this event? YES / NO

If YES, please provide a copy of the agreement..

Signed..... Club Office.....

Print Name Date.....

Additional optional insurances available

Various additional insurance policies are available to clubs, the following gives an outline of those policies. For fuller details contact your District Insurance Advisor or Charmagne at Miles Smith.

Wheelchair / Electric Vehicle Policies

Many clubs own and lend out wheelchairs or electric vehicles. As a club you have to ensure rather than assume these are covered, particularly with regard to liability cover.

Caravans

The main Lions policy specifically excludes caravans. Therefore, if your club has a caravan or catering van you need to make separate insurance arrangements.

Stall Holders Public Liability

Outside stall holders who attend Lions events should have Public Liability insurance.

Cancellation Insurance

Insurance is available to cover expenses incurred in the event of cancellation of an event. This is for genuine cancellation for external reasons outside the clubs control, typically bad weather. It would not cover abandonment due to lack of support.

Prize Indemnity – Hole in One

Golf Tournament organisers often offer a prize to competitors achieving a specific hole in one during a competition round. If the prize is won, the organisers incur a financial loss.

Club Safety Officer & Risk Assessments

We have already identified that the number of claims made by members of the public is on the increase. It is therefore vital that we do all we can to minimise risk and should the unthinkable happen and an incident occur it is equally important that we can prove we did all we could to meet our legal responsibility and run a safe event. For these reasons it is imperative that all clubs appoint someone who has a knowledge and is aware of Health & Safety issues.

The Health & Safety Officer need not be someone conversant with every piece of Health & Safety legislation ever printed but they must be able to apply common sense, record it and most of all be prepared to speak up if they see an unsafe situation arising. Remember

**85% of incidents are caused by unsafe actions – 10% by unsafe conditions
Only 2% are acts of nature**

Because we as Lions clubs are undertaking charitable work this is no excuse for lesser standards. Similarly ignorance is no defence, if something goes wrong you may have to prove you did all you could to ensure your club complied with its duty to prevent accidents, protect the public, safeguard members and avoid claims. Clubs will also find that by instilling a “safe” culture in the club will also make events run smoother and all club members will benefit from the improved communication and running of an event that a “safe” culture promotes.

To assist clubs in drawing up the necessary risk assessments for an event, the following lists from the Health & Safety document drawn up by Lion Bill Blake of SE are provided. They are not intended to be all encompassing or necessarily prompt comment on each section, clubs should merely pick out the sections which may affect the event they are planning. Similarly clubs should grade all risks identified as High Medium or Low, obviously high risks should be eliminated prior to the event, and alternatively it may be better to adopt a less risky option, prevent access to the hazard or reduce exposure to the hazard. Consideration should also be given to risk reduction, i.e. ensuring trained medical staff are available to treat injuries should they occur.

If appropriate, clubs should make use of the MD Health & Safety document “The Road to Safety” issued by the MD Health & Safety Officer and available from MD HQ.

For outside events the following should be amongst those considered:

- The type of event, time of day, location and duration
- Nature of performers
- Crowd profile – Age, previous or expected behaviour, people with special needs
- Existence or absence of seating
- Geography of location and venue
- Access and exits
- Risk of material likely to cause a fire or explosion
- Structural failure
- Crowd surge or collapse
- Public disorder
- Power or lighting failure
- Weather – excessive heat, cold or rain
- Event catastrophe – air shows, power boat racing, parachuting
- Animals – horse events, donkey derbies, etc.
- Off site / external hazards affecting your event
- Electricity cables – particularly temporary power supplies
- Water pipes supplying catering areas etc.

- Siting of support cables or ropes for tents or marquees
- Flammable materials – Gas bottles, barbecues, heaters etc.
- Storage of hazardous materials
- Platforms or stages – construction, access, steps, lighting and power
- Contents of arena performances – motor bikes, horses, other animals, cars etc.
- Side shows and exhibitions
- Moving attractions in the crowd
- State of walkways and footpaths
- Crowd collapse and control
- On site vehicle movement
- Locked gates
- Waste disposal
- Access and exit for emergency services
- Public evacuation routes and assembly areas
- Car parking
- Medical assistance
- Communication

For larger events partnership and communication will be a major factor, all parties involved should be aware of the other plans so as to ensure the plans of one do not conflict with those of another.

Completing a risk assessment for indoor events must be as detailed as one for outdoor events. However many of the hazards will be of a different nature and will, of course, be in an entirely different environment.

Depending on the type of event the following should be amongst those considered:-

- Layout and type of public seating – fixed, interlinked, loose or moveable
- Public access routes
- Poorly maintained or unlevel floors – sloping floor areas, state of carpets
- Auditorium and corridor lighting
- Passageway junctions and stairways or lifts
- Emergency exits and emergency lighting
- Access and exit for wheelchairs including emergency evacuation assistance
- Temperature
- Stage areas – lighting, scenery, cables
- Backstage areas – dressing rooms, electrical equipment, special effects items, lighting, storage and security
- Toilets
- Flammable materials
- Noise levels
- Waste disposal
- Parking Areas
- Communication and Public Address systems
- First Aid
- Evacuation routes and assembly areas

Irrespective of whether club members or sub-contracted caterers are providing catering facilities you should ensure that correct hygiene practices are followed.

- Is all food fresh and/or well refrigerated
- Is all food displayed properly covered
- Are hot water facilities available for servery staff
- Are knives and sharp objects stored properly

- Are any decorations kept a safe distance from open flames
- Are liquid gas containers located in a safe location and protected from interference
- Are there an adequate number of properly placed litter containers
- Are hand washing facilities available for the public
- Is a First Aid box available at the catering facility
- If alcohol is being sold are the staff fully briefed on the legal restrictions on sales to minors

What to do in the event of a claim

If you are unlucky enough to have a potential claim at an event you must collect as much information as possible to assist insurers to ensure an appropriate outcome is obtained.

LIABILITY CLAIMS

- Do not admit liability or offer any sort of settlement
- Advise the MD Brokers as soon as possible of the incident that may lead to a claim. Be guided by the MD Brokers. You should complete the relevant claim form from those attached.
- If appropriate obtain signed witness statements
- Record full details of the circumstances surrounding the incident including, if appropriate, the weather conditions at the time.
- Take pictures or record diagrams of the area involved in the incident if appropriate
- Record the incident in the next set of Club minutes and ensure it is recorded who holds all the relevant information regarding the claim. Remember a claim can be brought for up to three years after an incident – even longer for claims involving minors or non personal injury claims.
- Do not enter into any correspondence or communication with the claimant.

Please note that there are strict guidelines laid down regarding the reporting of incidents following the introduction of the Woolf Reforms. Please refer to Appendix A

LEGAL EXPENSES CLAIMS

To ensure that Insurers deal with a claim, please comply with the following guidelines if you are faced with a potential legal dispute

- If you think you may have a claim, do not ask a solicitor for advice
- It is always a good idea to get legal advice from DAS as soon as possible
- If you think that you might need to claim, report the matter to the MD Brokers. A claim form and guidance notes will be sent to you.
- If you call the Legal Advice Service to discuss a problem that might lead to a claim it is important to note that, due to the confidential nature of the service provided, a call to the Legal Advice Service does not register a possible claim.

Neither Insurers nor MD105 will cover legal action taken by Lions which Insurers/MD105 or their appointed representative have not agreed to or where a Lion does something that hinders Insurers or the appointed representative

IF IN ANY DOUBT PLEASE CONTACT THE MD INSURANCE BROKERS BEFORE TAKING ANY ACTION.

Have you heard of the new legal rules affecting you if a personal injury claim is made against you?

Could this affect you?

Yes!

The new rules will affect you if:

- you're an employer
- you're a product or service supplier
- you use motor vehicles in your business
- you're a property owner or occupier

On **26th April 1999** the government introduced radical changes to the law which will affect the handling of personal injury claims.

In 1996 the government commissioned Lord Woolf to reform the handling of personal injury claims because it was too slow and expensive. He suggested changes to enable better co-operation between everyone involved and quicker settlement.

What do you do if a claim is made against you?

Do you need to do anything now?

Yes!

You must ensure your business is geared up to respond quickly to an injury claim.

If you receive a letter from a claimant notifying you of an injury claim, you must make sure you pass it on to us, immediately. The new rules give your insurers only **21 days** to acknowledge the letter and **3 months** to investigate from the date of acknowledgement.

If your insurers miss these deadlines, the courts can impose financial penalties which will increase the costs of a claim.

	<i>what has to be done?</i>	<i>when?</i>	<i>what else can you do?</i>
<p><u>REPORTING AN INCIDENT</u></p> <p>REPORTING AN ACCIDENT</p> <p>Employers' liability claims</p>	<ul style="list-style-type: none"> you must investigate the accident and retain the documents and evidence report the accident to us 	<ul style="list-style-type: none"> unless the accident is very serious, do not report the claim until you receive a letter of claim immediately 	<ul style="list-style-type: none"> gather evidence at the time of the accident retain documents and evidence relating to the accident advise us of any injuries or potential injuries
<p>Motor and other injury claims</p>			
<p><u>DEALING WITH A CLAIM</u></p> <p>If you receive a letter notifying you of an injury claim you must</p>	<ul style="list-style-type: none"> send the letter to us do not acknowledge the letter, as this will reduce the time your insurers have to investigate the claim - they will acknowledge it for you 	<ul style="list-style-type: none"> immediately as your insurers have only 21 days to acknowledge the claim 	<ul style="list-style-type: none"> complete an accident report form with full details of the accident and the injured parties send this to us with all documents relating to the accident
<p><u>INVESTIGATING THE CLAIM</u></p>	<ul style="list-style-type: none"> if necessary, your insurers will ask a Claims Inspector to investigate the accident 	<ul style="list-style-type: none"> they will investigate urgently and report back 	<ul style="list-style-type: none"> arrange urgent access if requested
<p><u>SETTLING THE CLAIM</u></p>	<ul style="list-style-type: none"> if you are liable your insurers will negotiate settlement of the claim if you are not responsible and the claim is one to defend, either in full or in part, the repudiation must be accompanied by documents to support your case 	<ul style="list-style-type: none"> within the 3 month investigation time the documents must be collated and sent with the repudiation within the 3 month investigation time 	<ul style="list-style-type: none"> your insurers will need your help to collate: <ul style="list-style-type: none"> accident report books investigation reports health and safety documentation training records risk assessments etc

You will find it helpful to store all documentation in a central place

What does this mean for you?

The reforms introduce two major areas of change for claims up to £15,000:

1. rules and guidelines for handling the claim

Referred to by the reform as the Pre-action Protocol. This introduces a strict timetable for handling the claim giving 21 days to acknowledge it and only 3 months to investigate liability.

2. processing the claim through the courts

The reforms introduce a new framework for processing the claim through the courts. It is structured by the size of the claim.

up to £5,000 (although personal injury remains at £1,000)

Known as *Arbitration*, these claims will be dealt with quickly at an informal court hearing.

£5,000 - £15,000

Known as *Fast Track*, these claims must be dealt with by solicitors within new strict deadlines. Both the claimant and the defendant will have to set out details of their claim in full. The courts will also reduce the number of lay and expert witnesses, eg, doctors, allowed

to give evidence. Trials will take place within 30 weeks of the start of litigation and last no more than one day. Judges will have wide powers of intervention to speed up the process.

£15,000 plus

Known as *Multi Track*, the court will assess these individually and decide the timescale to proceed through the court.

The courts will determine which category your claim falls within and most will be *Arbitration or Fast Track*.

Why is this so important?

It's essential you work together with your insurers to make sure you comply with the new legislation. If you don't act within the timescales the claimant may be entitled to greater damages and the increased costs of his advisors.