

INSURANCE COVER AND CLAIMS

The Club's insurance programme is administered by members Hayley Peters regarding boats, and Gordon Fraser for everything else. He can be contacted on 07876 354333 or insurance@maidenheadrc.org.uk . In the event of loss or damage to club property or a third party claim, he or Hayley Peters should be advised *immediately* and they will arrange for an insurance claim to be prepared (see below). The incident must be recorded on the British Rowing online Incident Reporting System

BOATS, ENGINES, TRAILERS, COX BOXES and CREWS/COACHES

Boats, engines, trailers and cox boxes are insured by the Club against damage or total loss, subject to an excess of £150 per incident.

Third party liability up to £5million per incident (eg for injury or death of a third party or damage to the property of a third party) is also covered, *except when boats are in transit by trailer* (see separate notes below). This means that the crew and coach are covered against personal liability arising from incidents on the water and this includes 'member to member' liability. Members are not insured against personal injury, unless proved to be caused by another club member.

Volunteers who are not club members, but whose work is approved by the Committee, are also insured by MRC for third party liability. This would include helping with handling club boats and over-seeing junior members. However they are advised to take up club membership and thereby benefit entirely and automatically from the club's insurance cover.

Special conditions apply to the transport of boats by trailers and are set out in greater detail below.

The geographic boating limits set out in the policy are:

- Non-tidal water of the UK
- Tidal waters of the Thames west of Wandsworth Bridge
- Inland waters of Western Europe (subject to a limit of 30 days per trip)

To be insured, boats etc must be listed individually on the policy and members, coaches etc must be paid-up members of the Club. Privately owned boats are not covered by the Club's insurance.

INSURANCE COVER FOR TRAILERS OWNED AND INSURED BY MRC (trailers belonging to Claires Court and other third parties are not covered by this policy, but MRC boats being carried on Claires Court trailers are insured)

Cover provided by MRC policy:

- Loss or damage to the trailer, to boats (if they are properly tied down to the supporting rack and are MRC boats) and to related equipment on the trailer (but read the fourth bullet point below regarding theft).

What is not covered by MRC policy:

- Injury or damage to third parties and/or their property, caused by the trailer and/or boats and related equipment carried on the trailer. By law, when a trailer is attached to a vehicle it becomes part of that vehicle and must be covered by that vehicle's third party insurance policy.
- The towing vehicle, its driver, passengers and contents.
- Therefore **the driver/owner of the vehicle must ensure** that the vehicle's insurance cover is adequate with regard to all these matters, including the trailer and its load, is up-to-date and is in good order. If a trailer is to be taken abroad, the insurer will advise regarding cover extension and towing regulations. **NB:** The terms and conditions of hiring vehicles almost invariably forbid the use of the vehicle for pulling trailers and/or exclude third-party liability cover.
- Theft of the trailer with its load: while parked, the trailer must be wheel clamped or the trailer left in a secure locked storage space. While being towed, the trailer must be locked to the towing vehicle and the towing vehicle itself locked when it is unoccupied with the trailer attached. If, in any of these circumstances, the wheel clamp or locks are broken by the thief, the loss of the trailer is covered.

Due care: The insurer requires the insured to exercise due care. This includes making sure that the boats carried on the trailer, whether the trailer is in motion or stationary, are securely tied down **at all times**, and that the trailer and the towing vehicle are both entirely fit for purpose.

Other matters to consider:

- It is important that the trailer hand brake is on when the trailer is detached from a vehicle and is off when the trailer is attached to a vehicle and is moving. A well known club had a fire on a trailer because the hand brake was not in the off position when the journey started. The trailer brakes over-heated, which triggered a fire. Several valuable boats were destroyed.
- When a trailer is being towed or parked in an area where room to manoeuvre is limited, someone needs to stand by the trailer and direct/warn the driver when necessary.

CLUBHOUSE, CONTENTS and THIRD PARTY LIABILITIES

The clubhouse and contents (other than the personal property of members and visitors) are covered against loss or damage. However, theft is only covered if it has arisen as a consequence of entry to the club by force or break-in.

Third party liability, including employer liability, is covered where it arises from the normal activities of the club and its members. A copy of the insurance certificate covering such activities is appended to these guidelines and can be copied and produced to any third party that needs to inspect it.

Activities other than normal rowing and training activities, must be authorised by the Club Committee and it may well be necessary to confirm in advance that they are insured in respect of third-party liabilities, in particular.

LEGAL EXPENSES INCURRED BY OFFICERS AND OTHER VOLUNTEERS

A Club officer or volunteer, who is performing duties on behalf of the Club of a quasi statutory or regulatory nature, is covered for the legal expenses that he or she may reasonably incur in defending themselves against prosecution, compensatory claims, fines, etc arising from accusations of failure to properly perform such duties. Officers and volunteers who may benefit from such cover include, for example, all Committee members, the Health & Safety Officer, the Bar Officer and the Fire Safety Officer.

Claims for compensation for abuse or molestation (eg of minors) are covered up to an aggregate £2.5million per annum, providing the Club's rules and procedures relating to such matters are followed.

CLAIMS

In the event of loss or damage to Club property or the likelihood of a third party claim, Hayley Peters or Gordon Fraser must be advised immediately and the information specified below must be provided to them as quickly as possible. If they are unavailable, then the Club Captain or Club Secretary must be advised without delay.

Repairs to damaged boats and equipment must not commence until a written claim and cost estimate have been approved by the insurer. Failure to obtain prior approval may result in the claim being disallowed and the cost falling entirely on the Club or the members involved in the incident. *Any decision to have the Club bear the costs of repair (unless such costs are less than the excess which must be borne by the Club anyway), must be made by the Club Captain or Treasurer in consultation with Gordon Fraser.*

The information required to complete a claim includes:

1. Date, time and place of incident
2. Name and description of boat/engine description and reg. no./ as applicable
3. Names of Club members involved (eg crew and coach)
4. Names and addresses of any witnesses
5. Description of incident
6. Description of damage
7. Diagram illustrating what occurred
8. Written estimate from repairer of repair costs
9. Where the boat or other damaged equipment can be inspected by the insurer (if so required)
10. Description of any injury to a third party or damage to third party property
11. Names and addresses of such third parties
12. Crime Reference Number, if reported to Police

All this information would be needed by the insurer of your car in the event you made a claim and you would not expect to be able to get your car repaired until your insurer approved your claim. The process at the Club is no different, so please co-operate fully and without delay.

Caution:

- This information is advisory and the terms and conditions of MRC's insurance policies ultimately prevail and determine the extent and effect of insurance cover. If in doubt, please consult first with Gordon Fraser.

GF – November 2014