

RYA Race Officials' Insurance Scheme

Underwritten by
Watkins Syndicate at Lloyd's
through  Groves, John & Westrup



Peter Newton

RYA Race Officials' Insurance Scheme

The Royal Yachting Association (RYA), working with partners Heath Lambert has effected a Group Policy which is designed to provide Public Liability Insurance protection for RYA Race Officials in their personal capacity. This summary is provided to RYA Race Officials.

The insurance is provided by Watkins Syndicate at Lloyd's whose address is St Helen's Place, 1 Undershaft, London EC3A 8EE through their Lloyd's Service Company, Groves John & Westrup Limited whose address is Silkhouse Court, Tithebarn Street, Liverpool L2 2QW, telephone number 0151 473 8000, facsimile number 0870 051 7968, email: insure@gjwltld.co.uk and who administer this insurance. Both the Watkins Syndicate at Lloyd's and Groves John & Westrup Limited are members of the Munich Re Group who provide the capital. In matters of Claim, Groves John & Westrup Limited act on behalf of the Watkins Syndicate.

This document has been prepared to provide a summary of cover available under the RYA Race Officials' Insurance Scheme. As such it does not state the full policy wording to which reference should be made for the full terms. If you need a copy of the full policy wording please write to Ben Bennett, Heath Lambert, Admiral House, Waterfront East, Brierley Hill, West Midlands DY5 1XG. Alternatively you can telephone Ben on 01384 822279 or email him at bbennett@heathlambert.com

Summary of Cover

The insurance covers the following:

- S1.J.5** Any individual who holds a current accreditation by the RYA of any one of the following: Regional or National Race Officer, Regional or National Judge, Regional or National Umpire and Regional or National Mark Layer
- S2.1** and whilst working in such capacity
- S1.J.6** at a racing event held under the
- S2.1** auspices of the Racing Rules of Sailing
- S1.H** within the Territorial Limits.

The Race Official must be a current

- S1.J.7** member of the RYA.

Extent of Cover:

The insurer will indemnify the insured for all sums for which the insured shall become liable to pay in respect of:

- S2.1.1** bodily injury including death to a third party;
- S2.1.2** loss or damage to property of a third party;
- S2.1** occurring during the period of insurance and arising out of the performance of duties in accordance with the guidelines and/or rules of the Royal Yachting Association.
- S1.J.4** the insurer may cancel by 15 days written notice. You may cancel your cover or the RYA may cancel the policy provided no claim has been made within 14 days of the earlier of receiving;
- S1.A.6** the Summary of Cover or Policy and Confirmation of Cover. Otherwise the RYA may only cancel the policy with the agreement of the insurers.

Important Note:

- S1.1.7** The insurance is a “contingent liability policy”. This means that it is designed to operate in the event that there is no other valid insurance policy in force or that policy fails. This policy will only indemnify the insured providing that there is at the time of the event giving rise to the loss or damage no other policy of insurance effected by the Race Organisers covering their own liability and that of their servants, agents, officials and sub-contractors in respect of liability arising out of the organisation and conduct of the race or event or that other policy fails. If there is another policy of insurance you must first exhaust all rights under that other policy. The policy that Heath Lambert has arranged will not contribute to any payment made under any other policy.

Limit of Cover:

- S2.4** The limit of indemnity that is provided is £5million in respect of any one occurrence, or series of claims arising out of any one event. In addition the insurer will also pay all legal costs incurred with its written consent in settling or defending any claim and all expenses incurred in connection with official enquiries or coroners inquests or similar investigations or enquiries. Insurers liability in respect of all claims arising out of the same event, including costs, is limited to £5million.

Territorial Limits:

- S.2.1** The policy only applies in respect of claims arising from racing events taking place in the following territories:

United Kingdom including Channel Islands and the Isle of Man, Albania, Andorra, Austria, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxemburg, Macedonia, Malta, Moldavia, Monaco, Montenegro, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, The Netherlands.

Argentina, Australia, Brazil, British Caribbean countries, China, Hong Kong, India, Japan, Kuwait, Malaysia, New Zealand, Saudi Arabia, Singapore, South Africa, South Korea, Thailand, Turkey, UAE and Venezuela.

- S2.1** Other Countries may be included with the prior written consent of the insurers through a request to the RYA Race Officials' Administrator, with the exception of Canada, North Korea, Pakistan, Russia, Ukraine, USA and US Caribbean countries.

S.2 Exclusions:

The insurance provided does not cover the liability of an insured arising from:

- S2.2(1)** The ownership, hiring or leasing by you or the RYA of any vessel.
- S2.2(2)** Injuries sustained by employees and arising out of and in the course of their employment or engagement by the insured, the race organisers or the RYA.

S2.2(3) Any liability incurred by the insured as a result of any act or omission by any person employed by you, the RYA or the race organiser and arising out of and in the course of their employment.

S2.2(4) **Physical loss of or material damage to property belonging to, leased, hired or in the control of you, the RYA, the race organisers or their employees. Therefore as part of this exclusion cover for damage to boats driven by the insured will be excluded.**

S2.2(5) Libel or slander.

S2.2(6) Infringement of plans, copyrights, patents, trade names, trade marks or registered designs.

S2.2(7) Injury, physical loss or damage, trespass, nuisance or interference with any right of way, light, air or water or other easement.

S2.2(8) The non-performance, non-completion or delay in completion of any contract or agreement or the payment of any penalty, fine or liquidated damages.

S2.2(9) The ownership, possession or use of any aircraft or hovercraft.

S2.2(10) The ownership, possession or use of any mechanically propelled vehicle or trailer attached to it which is required to be licensed for road use or which is required to be insured under the Road Traffic Act or similar legislation.

S2.2(11) The use of power operated lifts, elevators, hoists, or cranes or mechanically propelled vehicles or trailers attached to them used or hired by or lent to you or the RYA.

S2.2(12) Any surveys, condition reports, or valuations, wrongful design, advice or specification given for a fee or for which a fee is normally charged except in relation to acting in the capacity of an RYA Race Official.

S2.2(13) Any salvage operation.

S2.2(14) Towing by any vessel of any thing or any person.

S2.2(15) Waste materials, irritants, contaminants or pollutants.

S2.2(16) Supply or sale of goods.

S2.2(17) Working at a height of more than 40 feet from the ground or such other heights as may be agreed by the insurers in writing.

S2.2(18) The delivery for a fee of any vessel from one place to another.

S1.1.1 &

S1.1.2 War and Terrorism

S1.1.3 Radioactivity and contamination

S1.1.4 Sonic Bangs

S1.1.5 Pollution

S1.1.6 Directly or indirectly connected with the use or operation of any computer, computer system, computer software programme, or process or any electronic system where liability arises directly or indirectly as a result of any change of date.

Claims.

In the event of an incident which might give rise to a claim the insured:

S1.K(1) must not make any admission of liability or offer payments;

S1.K(2) must as soon as is practically possible inform Heath Lambert at the address or telephone number given above of that incident and any claim made against the insured and send to them unanswered any correspondence received in connection with a claim;

S1.K(3) must as soon as practical, provide full details of the circumstances, together with the names and addresses of all the persons involved and any witnesses;

S1.K(4) must not incur any legal expense without the consent of the insurers, who shall be entitled to take over the defence of any action in the name of the insured.

It is also recommended that all incidents which could give rise to a claim are also reported to RYA Race Officials' Administrator, telephone **02380 604161**, email jacqui.roberts@rya.org.uk

S1. Complaints.

S1.B It is our aim to provide the highest possible standard of service. If for any reason you are not satisfied with the service you have been given we would ask that you state your complaint in writing, marking the letter "for the attention of the Managing Director" at Groves John & Westrup Limited.

If the complaint cannot be resolved amicably you have the right to refer your complaint to the Complaints and Advisory Department at Lloyd's, One Lime Street, London EC3M 7HA.

If relevant, under the terms of the Financial Ombudsman Service we must:

- (i) reply to you within four weeks; and
- (ii) resolve your complaint within eight weeks.

Failing satisfaction, if you are a private policy holder or a business with a turnover of less than £1 million or a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million, you may then approach the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR, telephone number 020 7964 1000 facsimile 020 7964 1001 email complaint.info@financial-ombudsman.org.uk

which will be able to advise whether it is able to deal with your complaint. This is in addition to any other action you may subsequently wish to take. An application to the Financial Ombudsman Service must be made within six months of being notified of our final decision about your complaint.

Compensation.

You may be entitled to compensation from the Financial Services Compensation Scheme should the insurers be unable to meet their liabilities under this Policy. The levels of compensation available under the Scheme for insurance are: 100% of the first £2,000 of a valid claim, and 90% of the remainder.

Further information can be obtained from the Financial Services Compensation Scheme. Website at www.fscs.org.uk. In addition the Lloyd's Central Fund is available to meet claims at the discretion of the Council of Lloyd's.

Further information in relation to the policy including as to Law and Jurisdiction and Data Protection are contained within the full policy wording.

The RYA Race Officials' Insurance Scheme is arranged on behalf of the Royal Yachting Association, RYA House, Ensign Way, Hamble, Southampton SO31 4YA by: Heath Lambert Limited. Registered No. 1199129 England and Wales Registered Office: 133 Houndsditch, London EC3A 7AH. Heath Lambert Limited is authorised and regulated by the Financial Services Authority

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