

# INSURANCE GUIDE 2025/26

Version 1 – 10th March 2025

# ABSTRACT

A summary of 41 Club Insurance policies arranged by the Association for the benefit of affiliated Clubs and their members, together with their limitations, exclusions and advice for those organising events.



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# **Executive Summary**

In a highly litigious world where there is no such thing as an "accident", people and organisations are increasingly held to account for their actions, whether justified or not. Against this background **ALL** organisations regardless of type or size, need to be aware of their legal obligations and responsibilities to others and have policies and mitigations in place to help protect the organisation, its members and the public from potential financial loss and injury.

The insurances arrangements described by this guide must be viewed as a minimum level of cover that all Clubs affiliated to 41 Club need in the course of their "normal" activities. However, not all clubs are the same, and some may have additional needs that they should address themselves.

# The need for Insurance

Insurance is fundamentally a risk transfer tool, that in return for a premium, either repairs or replaces property in the event of an insured loss, or in the case of Liability insurances, provide the resources to defend an allegation of wrong doing and in the event of being found liable, pay any damages up to the insured level. **HOWEVER**, it does not absolve those buying and insured by it from responsibility to act as if they were uninsured.

# **Insurance Policy Obligations**

ALL insurance policies place obligations on policyholders, either by Excluding certain events and/or, requiring certain things to be done to mitigate the potential for losses. Also, Organisations CANNOT assume, take on or extend their liability under contract beyond the provisions of common law **WITHOUT** the prior agreement of the insurer (often, this will not be given and where it is, additional cost, limitations and /or obligations may apply). This raises the need for contract negotiation with suppliers to ensure all parties insurances operate correctly.

# **Keeping Members informed**

This document provides an overview of the Insurances arranged to protect National, Clubs and Members and will be updated on a regular basis. It should not be read in isolation especially if you or your Club are organising an event. Check with the 41 Club website that you are reading the latest version.

# **Event Organisers**

If you are an event organiser it is essential that you also read the *Event Organisers Guide* and *Event Planning Template* that can be found under the members section on the 41 Club website. These have been prepared to assist you with the planning and safe execution of your event and above all to protect you, your team, Club and the Association from any possible repercussions should the worst happen.

None of us is immune from potential prosecution or liability to pay damages because we have been negligent by failing to take reasonable steps to ensure we comply with legislation, health and safety requirements and any legal obligations when organising an event. By definition its essential you keep copies of all planning meetings, risk assessments and other relevant documentation too so that you have the records to help defend yourself should the worst happen. Claims for personal injury may not surface for many years after the event.

#### Remember, prior preparation prevents poor performance!



# Introduction

This document provides a summary of the insurances arranged for the *"The Association of Ex-Round Tablers'* (41 Club) and Affiliated Clubs and their Members".

This document is intended as a guide that highlights the headline details of cover. Only the policies themselves will provide full details, particularly with regard to Exclusions, Warranties, Terms and Conditions. The Policies themselves can be found under the members section of the 41 Club Website.

Please read the various sections within this document carefully as the covers arranged will not always meet the requirements of every club/area. **You may need to arrange additional cover**.

We also recommend that you also read the 41 Club Event Organisers Manual also available under the Members section of 41 Club website. Should you have any general questions, please email insurance@41Club.co.uk in the first instance for advice.

For any additional insurance requirements your club may have, we suggest you contact our Insurance Brokers, Bartlett's, who will be best placed to advise you. Contact details are on page 4.

Examples of additional covers that they may be able to assist you with:

- Club owned equipment.
- Event Cancellation and Abandonment
- Fireworks Displays (For lager events not provided for under these arrangements)
- Hired or borrowed equipment.
- Property and Equipment Insurance.
- Prize Indemnity.
- Group Travel Insurance.
- Club Regalia (not provided for under these arrangements)

More information is provided in Section 2.

All insurance documentation can be found on the 41 Club website in the member's area (so you will need to be logged in) under the **Insurance section.** 



# **Contact details**

# 41 Club

If having read this document you are unsure of anything, then please send an email to the address below detailing your query along with your contact details and phone number. A member of our Insurance Sub- Committee will endeavour to respond within 48 hours.

#### E: <u>insurance@41Club.co.uk</u>

#### **Our Insurance Brokers**

#### **Bartlett & Company Ltd:**

Bartlett & Company Ltd Broadway Hall Horsforth Leeds LS18 4RS

#### **Insurance Advice**

If having read this document you wish to purchase additional insurance for your Club or an Event not provided for under the arrangements detailed, please contact:

- C: James Jennings
- T: 0113 259 3592
- E: jjennings@bartlettgroup.com

#### **Insurance Claims**

If you wish to make a claim under any of the insurances described in this document, it is important that you do so at the earliest opportunity by contacting:

- T: 0800 819 9163
- E: claimsdept@bartlettgroup.com

**IMPORTANT** please also refer to Section 5 – Claims, for more information of what to do in the event of a claim.



# Section 1 – 41 Club Insurance Policies

There are two insurance policies arranged by 41 Club providing a range of core covers for the benefit of all affiliated clubs and members:

## **Period of Insurance:**

10<sup>th</sup> March 2025 to 9<sup>th</sup> March 2026 inclusive

## **Insurance Policies**

- 1) Private Collectors Policy
  - a) All Risks of Physical loss of Damage to Jewels and Chains of Office
- 2) Charity and Community Insurance Policy
  - a) Liabilities covering legal liability for death or injury to club members, volunteers and/or members of the public and legal liability for damage to their property.
  - b) Reputational Risks
  - c) Trustees' and Management Liability
- 3) Cyber Liability Policy
  - a) Breach Response covering Legal, Forensic & Public Relations / Crisis Management

# **Organisations not insured**

For the sake of clarity, the following organisations are not insured:

- Round Table Clubs
- Ladies Circle Clubs
- Tangent Clubs



# Section 2 - Policy Summaries

The following is a summary of the cover provided. Only the policies themselves can provide full details of the cover, exclusions, and terms and conditions that apply and these can be viewed in the Members area of the 41 Club website.

# **Private Collectors Policy**

#### **Regalia All Risks**

#### Cover

All Risks of Physical Loss or damage occurring during the period of insurance, worldwide (excluding Belarus, Russian Federation and Ukraine) including whilst in transit.

#### **Property Insured**

The Jewels and The Chains of office owned by National and Affiliated Clubs

#### **Sums Insured**

1)	National Presidents Chain of Office	£20,000
2)	All other Chains of Office	£ 2,500 per Club

#### Excess

£100 each and every loss.

#### **Basis of Settlement**

- 1) National Presidents Jewel Agreed Value
- 2) All other items
  - a) Partial Damage cost of restoration up to Market Value
  - b) Total Loss Market Value

#### **Principal Exclusions**

• Theft from unattended vehicles is uniquely not specifically excluded. **HOWEVER**, it is good practice that items are left out of sight in a locked boot or locked glove compartment. This will demonstrate you have taken "reasonable precautions" to prevent a loss.

#### **Terms and Conditions**

- When an incident occurs that may result in a claim you shall inform Bartlett's immediately you become aware.
- All reasonable care should be exercised to protect insured items as if they were your own at all times.



# **Charity and Community Insurance policy**

#### **Liability Insurances**

#### **Geographical Limits**

England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man

## **Employers Liability**

#### Cover

legal liability to pay damages and legal costs in respect of bodily injury to an employed person caused during the period of insurance and arising out of and in the course of their employment with you in connection with the business

#### **Limits of Indemnity**

Employers Liability

 $\pm$ 10,000,000 any one claim (legal costs inclusive) and limited to  $\pm$  5,000,000 any one event due to an act of Terrorism

#### **Public and Products Liability**

#### Cover

Legal liability for claims made against the Insured for bodily injury to persons and/or damage to property arising out of or directly as the result of their activities including member to member anywhere in England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Limits of Indemnity	
Public Liability	£20,000,000 any one claim
Products Liability	£20,000,000 any one claim and in the aggregate

#### Excesses

Employers Liability - £Nil Public Liability - Third party property damage £500 each and every claim Products Liability - £Nil

#### **Cover for Club and National Events**

Automatic cover is provided for the majority of non-hazardous activities of Clubs taking place in England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man. It does not include Offshore Installations.

Fundraising, Events, Activities and Exhibitions are those events organised by you for the purposes of raising funds for 41 Club and subsequent beneficiaries.



## For the avoidance of doubt FUND RAISING AND OTHER ACTIVITIES automatically included means:

- Beer wine or cheese festivals and similar events subject to a maximum attendance of 2,500 participants
- Bicycle rides on roads or cycle paths only subject to a maximum of 2,500 participants
- Caravan Camping Trips
- Charity dog walks but excluding any DAMAGE to property or BODILY INJURY to any person caused by any dog specified under Section 1 of the Dangerous Dogs Act 1991 or specified in the Dangerous Dogs (Northern Ireland) Order 1991 S.I.2292
- Christmas Floats
- Classic car and motorbike shows
- Firework displays provided that:
  - a) attendance is fewer than 1,000 participants
  - b) the display is carried out by an independent specialist contractor with their own Public Liability
  - c) insurance providing a limit of indemnity of no less than £10,000,000 any one occurrence
  - d) A full risk assessment is completed prior to the event taking place prior to event
- Golf Days and Tournaments (excluding the use of motorised golf carts)
- Guest speaker events
- Pub quizzes and other social events in third party venues (public houses and restaurants for example)
- Yachting events, boating events, dragon boat races and raft races provided watercraft are:
  - a) Less than 9 metres in length
  - b) non-mechanically propelled
  - c) only operated on inland waterways or within 3 miles of the coast

Ecclesiastical **will not** provide indemnity for any other event e.g., Inflatable Castles and the like, unless specifically agreed by them. If you are considering an event not listed, please complete the referral form on the 41 Club website and email it to <u>insurance@41Club.co.uk</u>

#### **Policy Exclusions**

The ownership, possession or use of;

- Any craft designed to travel in on or through water air or space but this exclusion shall not apply to any non-mechanically propelled waterborne craft of less than 9 metres in length whilst operated on inland waterways or within 3 miles of the coast
- Motor vehicles (this includes golf buggies), trailers or plant in circumstances where compulsory insurance or security is required by road traffic legislation (other than contingent liability)
- Damage to items owned or held in trust.
- Pollution or Contamination unless by a sudden and identifiable unintended and unexpected incident



## **Reputational Risks**

#### Libel and slander

This insurance covers only those losses which arise from claims made against you during the period of insurance

Indemnity against your legal liability to pay damages and legal costs arising out of or caused by

(i) the publication or utterance by you or on your behalf of a libel or slander (ii) infringement of trademark registered design copyright or patent right

Provided that a claim is first made against you during the period of insurance

#### Limits of Liability

£250,000 in any one period of insurance

#### **PR Crisis Communication**

Indemnity in the event of any incident occurring during the period of insurance which results or could result in adverse publicity insurers will pay the reasonable costs necessarily incurred for the services of marketing and public relations specialists chosen by them or approved by them to help minimise the risk of damage to your reputation or public and market confidence in your business

Provided that (a) the incident in our opinion could result in a claim under the Liabilities Professional indemnity or Trustees' and management liability sections of the policy (b) you take all reasonable measures to avoid or mitigate adverse publicity

Limit of Indemnity £25,000 any one incident or period of insurance



# **Trustees' and Management Liability**

#### This cover is provided for the benefit of the National Executive and Councillors

#### Cover

- 1) Trustee liability
- 2) Organisation liability
- 3) Loss of documents

**Limits of Liability** £1,000,000 any one claim

Excess £500 each and every claim

Wrongful Act Date 10<sup>th</sup> March 2024

All subject to the terms and conditions of the policy



# Conditions attached to this policy

All insurance policies have limitations and will place conditions on policyholders to do a particular thing(s) for the policy to operate. Before organising an event, ensure you review the policy document and schedule together. These can be found on the Members Section of the 41 Club website.

#### Contracts

You must not enter into any contracts that impose liability over and above common law.

## **Checking a Third Party's Insurance Documents**

You must ensure that any other organisation or group supplying a service or taking part in an event hold a valid public/products liability insurance policy. Insist on written evidence and keep this with your risk assessment for the event. Ideally third parties should have at least £5 million pounds worth of cover although £10million pounds would be preferable, and in some instances, such as inflatable devices and Dragon Boat races £10 million is a requirement of the 41 Club policy.

#### **Mobile Santa**

Clubs must ensure that the owner/registered keeper of a vehicle towing a trailer or Christmas Float / Sleigh has motor insurance that provides third party liability for the towing risk, in accordance with the Road Traffic Act, and that the driver is legally permitted to tow the trailer or Christmas Float / Sleigh.

The liability policy has been extended to include contingent liability insurance to cover **41 Club's Legal Liability** against claims for bodily injury sustained by members whilst playing Santa Claus arising from riding on the back of a festive trailer drawn by a mechanically propelled vehicle, subject to only **one person** seated upon the trailer whilst it is being towed.

#### **Firework Displays**

Any event with less than 1,000 entrants/spectators is automatically covered subject to policy conditions

You must ensure that in connection with firework displays organised by You:

- 1. Employ professional Firework contractors to manage the display
  - a. They are insured with a minimum Public Liability Indemnity Limit of £10m any one occurrence.
- 2. You consult the relevant authorities at least seven days before the event
- 3. You comply with any recommendations or instructions of the
  - i. relevant authorities
  - ii. fireworks manufacturers
- 4. You organise the event in accordance with the latest guidance from the Health and Safety Executive in particular
  - i. Storing fireworks in a safe manner
  - ii. keeping spectators, a safe distance away from the display and bonfire



- iii. providing an adequate number of marshals or stewards to control spectators
- iv. having available means of extinguishing a fire
- v. providing sufficient first aiders
- 5. Fireworks must be supplied by a reputable manufacturer and not modified by You
- 6. The display and bonfire must be at least 100 metres away from premises or vehicles which you do not own, hire or rent or any flammable or other dangerous materials.



# **Cyber Liability Insurance policy**

#### Cover

To provide Breach Response Services to the insured organisation because of an actual or reasonably suspected Data Breach or Security Breach that the insured first discovers during the policy period.

Limits of Liability	
Breach Response	£ 100,000 any one claim - Legal, Forensic & Public Relations / Crisis Management which are in addition to the £1,000,000 policy Aggregate limit

#### Excess

£2,500 each and every claim £1,250 Legal costs

#### **First Party Loss**

To indemnify the Insured Organisation for:

1.	Business Interruption Loss -	Limits of Liability £1,000,000 in aggregate from a Security Breach £ 250,000 in Aggregate from a System Failure
2.	Dependent Business Interruption Loss -	£ 100,000 any one claim and in aggregate Waiting period – 12 hours
3.	Cyber Extortion Loss -	£1,000,000 in aggregate
4.	Data Recovery Costs -	£1,000,000 in aggregate

#### Excess

£2,500 each claim under each heading

#### Liability

To pay Damages and Claims Expenses, which the Insured is legally obligated to pay because of any claim first made against any Insured during the Policy Period for:

- 1. a Data Breach
- 2. a Security Breach
- 3. the Insured Organisation's failure to timely disclose a Data Breach or Security Breach
- 4. failure by the Insured to comply with that part of a Privacy Policy that specifically:
  - a. prohibits or restricts the Insured Organisation's disclosure, sharing or selling of Personally Identifiable Information;
  - b. requires the Insured Organisation to provide an individual access to Personally Identifiable Information or to correct incomplete or inaccurate Personally Identifiable Information after a request is made; or
  - c. mandates procedures and requirements to prevent the loss of Personally Identifiable Information; provided the Insured Organisation has in force, at the time of such failure, a Privacy Policy that addresses those subsections above that are relevant to such Claim.



Limits of Liability £1,000,000 in Aggregate

Excess £2,500 each claim

#### **Regulatory Defence & Penalties**

To pay Penalties and Claims Expenses, which the Insured is legally obligated to pay because of a Regulatory Proceeding first made against any Insured during the Policy Period for a Data Breach or a Security Breach.

Limit of Liability £1,000,000 in Aggregate

Excess £2,500 each claim

#### **Payment Card Liabilities & Costs**

To reimburse the Insured Organisation for PCI Fines, Expenses and Costs which it is legally obligated to pay because of a Claim first made against any Insured during the Policy Period.

# Limit of Liability

£25,000 in aggregate

Excess £2,500 each claim

#### **Media Liability**

To pay Damages and Claims Expenses, which the Insured is legally obligated to pay because of any Claim first made against any Insured during the Policy Period for Media Liability.

# Limit of Liability

£1,000,000 in Aggregate

Excess £2,500 each claim

#### **E-Crime**

To indemnify the Insured Organisation for any direct financial loss sustained resulting from:

		Limit of Liability	Ecess
1.	Fraudulent Instruction	£250,000 in Aggregate	£2,500 each incident
2.	Funds Transfer Fraud	£250,000 in Aggregate	£2,500 each incident
3.	Telephone Fraud	£250,000 in Aggregate	£2,500 each incident

That the insured first discovers during the Policy Period.



#### **Criminal Reward**

To indemnify the Insured Organisation for Criminal Reward Funds

£50,000 in Aggregate

#### **General Notes**

All subject to the terms and conditions of the policy. In Aggregate means in all cases during the policy period.



# Section 3 - Additional optional insurances available

The insurances arranged and described in this document are designed to provide a minimum level of cover that meet the needs of most Clubs.

Not all Clubs are the same, some are more active than others in their community, organising a variety of events not catered for under the arrangements described in this document.

Examples of additional covers Clubs may wish to consider for themselves might include:

# **Additional Club Regalia and Equipment**

If your Club owns additional regalia and other items such as equipment used for events it organises, then you may require additional insurance covers.

## **Cancellation and Abandonment Insurance**

Cancellation and Abandonment Insurance is designed to cover expenses incurred in the event of cancellation or abandonment of an event. This cover is for genuine abandonment for external reasons outside the Clubs' control, typically bad weather. It would not cover abandonment due to lack of support or cancellation due to a communicable disease (i.e. Covid-19).

## **Hired Equipment**

Short term property damage cover for equipment hired or borrowed by a Club for events.

# Prize Indemnity – Hole in One / Prize Putt / Roll A Dice

Prize indemnity insurance is an indemnification insurance for a promotion in which the participants are offered the chance to win prizes. Instead of keeping cash reserves to cover large prizes, the promoter pays a premium to an insurance company, which then reimburses the insured should a prize be given away.

Examples of when this insurance maybe of interest: Hole in One Golf Competitions to Win a Car. Prize Putting Competition. Roll A Dice.

This not an exhaustive list by any means, Clubs need to decide for themselves and take professional advice. Bartlett's, or a local Insurance Broker close to you may be able to assist you, however, do not be disappointed if they cannot. Insurers attitude to risk varies on almost a daily basis and not all insurers will underwrite a particular risk. Like many Insurance Brokers, Bartletts deal with a broad range of insurers, but not all.

If you experience any difficulty in finding an Insurance Broker that can help you with the cover you require, try the **British Insurance Brokers Association on 0370 950 1790** who may be able to point you in the direction a specialist niche Broker that can.



# Section 4 – Information / Guidance

# Property

Make sure you have current valuations for your regalia and take photographs of valuable items with a ruler alongside to indicate size. It's also a good idea to photograph individual name bars so that you have a full record of Past Chairman and dates of office should you ever need to replace them.

Do not leave regalia or valuable items unattended at events or in vehicles.

Notify the Police immediately and no later than 48 hours if it is discovered property has been stolen, lost or damaged by malicious persons and ensure a note of the crime reference number is kept.

## **Motor Insurance**

- No cover is arranged by 41 Club to insure motor vehicles or any other mechanically propelled vehicle (i.e. Cars, Vans, Lorries, Minibuses or Golf Buggies) or liability to passengers of motor vehicles, as required by the Road Traffic Act.
- The use of motor vehicles for 41 Club duties would normally fall within the definition of Social, Domestic and Pleasure use. However, it is strongly recommended that 41 Club members, whether they receive a contribution to expenses (motor mileage allowance) or not, notify their insurers and obtain confirmation that cover is in force.
- Where a flatbed lorry is being utilised for a carnival float, it is important 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 on the vehicle. If in doubt please seek advice from Bartlett.
- When borrowing vehicles, you should obtain written confirmation, ideally a copy of the current Certificate of Insurance from the owners that it is insured for 41 Club's activities including the designated driver.

#### Liability

It is important that all Clubs do everything reasonably possible to avoid accidents, which may give rise to a claim. The following guides are useful reference documents to help you mitigate risk.

# 41 Club Health and Safety Policy (in development)

General good practice to be aware of and adopted when organising any event or activity involving Club Members and / or the Public, including carrying out a risk assessment for each event.

# 41 Club Safeguarding Policy (in development)

When any event or activity involves Children or Vulnerable Adults then the 41 Club Safeguarding policy must be followed and DBS checks carried out where required.



The above policies and a Risk Assessment template are available to download on the **41 Club Website** members area.

# Contracts

If entering into contracts, you must not take on additional liabilities over and above common law. Additional advice can be found in the **41** *Club Event Organisers Guide* located under the Members section of the 41 Club website.

#### Liabilities

Insurance policies in the UK cover legal liabilities for negligence. Claims can arise through common law negligence or statutory negligence. Common law negligence is where a duty of care is owed which derives from case law. Statutory liability arises in statute such as the Health and Safety Act or the occupier's liability act.

Whilst you do owe a duty of care to the people that are under your supervision or in your care, the measures that you take in order to avoid them coming to harm must be reasonable and documented in your event / activity Risk Assessment. Additional advice can be found in the **41 Club Event Organisers Guide** located under the Members section of the 41 Club website

#### **Responsibilities**

When planning an event, it is important that you identify and record duties and responsibilities, particularly record times of shift patterns for volunteers where applicable. If the club are not responsible for carrying out an activity or providing care, it is important that this is followed. Failure to identify relevant duties and responsibilities and sticking to them could lead to clubs taking on additional liabilities.

#### **Documentation**

It is imperative that you produce and retain all documentation related to the Planning & Organisation of an event. Ensure that you keep a written copy of ALL risk assessment versions for each specific event, as these may be needed for claims defensibility.

#### Example risk assessments and event plans are available on the 41 Club website.

#### **Overseas Activities**

There is no automatic cover for 41 Club members involved in "hands on work" on overseas projects. Where "hands on work" is involved then please contact Bartlett as early as possible before the departure date to arrange cover.



# Section 5 - Claims

## 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 Bartlett as soon as possible of the incident that may lead to a claim. Be guided by the Brokers. You may well be asked to complete a claim form.
- If appropriate, obtain signed witness statements.
- Record full details of the circumstances surrounding the incident including, if appropriate, weather conditions at the time.
- Take photographs or record diagrams of the area involved in the incident if appropriate.
- Record the incident in the next set of Club minutes and ensure a note is recorded of 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 unless specifically sanctioned by the Brokers.
- If you receive a letter / claim notification form (CNF) from a claimant or Solicitor notifying you of an injury claim, you must make sure you pass it on to Bartlett immediately.
- Where you receive a 'Claim Notification Form' (CNF), then you must acknowledge this
  electronically to the claimant/solicitor no later than the end of the next working day. Insurers
  then only have up to six weeks (Employers Liability) or eight weeks (Public Liability) to
  investigate, and where necessary admit liability. Failure to adhere to the relevant timeframes
  will increase the costs of a claim.

#### **Regalia Claims**

All losses must be reported to the Police and a crime reference obtained, no later than 48 hours of discovery of the loss.