

# CONFIRMATION OF MEMBERSHIP INSURANCE



NAME: Kate Oakley

AFFILIATED TEACHER

NO: 245152

This is to certify that the above-named, is a qualified teacher and affiliated to EMD UK as an **EMD UK PT & Specialist Member** and is covered by the following block arrangement to teach as a qualified group exercise, PT and / or a specialist instructor as advised to EMD UK.

## Liability Insurance

Insurer: Hiscox Underwriting Limited Policy Number: HUP16 1918105

Insurance  
Policy Period: 09/02/2023 to 08/02/2024

### **Public Liability**

£5,000,000 Each claim with defence costs paid in addition other than for pollution and for products to which a single aggregate policy limit including defence costs applies .

Limited to £1,000,000 in the aggregate including costs arising from activity in the USA/Canada

Limit of  
Indemnity:

### **Professional Indemnity**

£5,000,000 any one claim excluding defence costs

Limited to £1,000,000 any one claim and in the aggregate including defence costs for claims brought in the USA Canada.

£100,000 Legal Defence Costs in respect of breach of Health and Safety at Work Act

Cover:

Legal Liability for damages and legal costs arising out of Third Party loss, injury or damage, in connection with organised exercise, movement and dance activities for the purpose of teaching and promoting activities recognised by EMD UK and agreed with insurers. Cover includes public liability, professional indemnity, liability for damage to leased and rented premises and indemnity to principals. The cover is written on a "claims made" wording, which means that the cover will respond on the policy in place when the claim is made, not the policy in place when the incident occurred.

### **Only Applies in relation to USA/Canada**

Excess:

**Public Liability** - £2500 each and every claim for Third Party Property Damage arising from business activities in the USA/Canada

**Professional Indemnity** - £7,500 each and every loss including defence costs arising from claims brought in the USA/Canada

Applicable Courts  
Public Liability – Worldwide excluding claims brought in the USA/Canada  
Public Liability - USA/Canada - for claims brought in the USA/Canada  
Professional indemnity – Worldwide excluding claims brought in the USA/Canada  
Professional indemnity - USA/Canada - for claims brought in the USA/Canada

Key Exclusions  
Injury to employees, Pollution, Deliberate or reckless acts, War, terrorism & nuclear, Fines or penalties, Crimination action against employees for abuse or molestation, Contractual Liability, Pre-existing problems, Matters insurable elsewhere, Infringement of patent and copyright & Cyber Events. Please see policy wording for full list of exclusion.

## **Excess Legal liability**

Insurer: Zurich Insurance Company Policy Number: LE867408

Limit of Indemnity: £5,000,000 in excess of the Underlying Limit of Indemnity of £5,000,000 (excluding the legal defence cost item noted above)

Your total Insurance cover is £10,000,000. £5,000,000 being covered by Hiscox and £5,000,000 being covered by Zurich.

## **Communicable Disease**

The following Exclusion is added to the Excess Legal Liability section only:

### **Communicable Diseases**

This policy does not cover any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with the following:

- a) a Communicable Disease; or
- b) the fear or threat (whether actual or perceived) of a Communicable Disease

regardless of any other cause or event contributing concurrently or in any other sequence thereto. This exclusion does not however apply in respect of:

- i) food or drink poisoning; or
- ii) Legionnaires' disease (if specifically covered by an extension or endorsement applied to the Primary Policy but only to the extent of cover expressly stated as being provided under the Primary Policy extension or endorsement)

### **Definition**

For the purposes of this exclusion 'Communicable Disease' means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

A master document showing the full details of the policy cover, exclusions terms and conditions is available along with Incident Notification and reporting guidelines. Incidents must be reported as soon as you are aware of them. Please refer in the first instance to the EMD UK



Signed:

Marcus Kingwell, Chief Executive Officer at the EMD UK

EMD UK is a national governing body supported by Sport England, and is recognised by the Chartered Institute for the Management of Sport and Physical Activity.

### **Additional Insurances**

Equipment Insurance:

Insurer: Hiscox Underwriting Limited Policy Number: HUP16 1918105

£2,500 Limit of Indemnity, £100 excess payable each and every claim.

Against damage occurring to the equipment used in connection with your activities which belongs to you or for which you are legally responsible while:

Cover: Contained in your home, provided the home is within the UK, or whilst being used with your permission on location; or being used with your permission, while in transit (within the UK) between any location, including loading and unloading.

**A full copy of the policy wording confirming all terms and exclusions is available on request**

## Damage caused by:

1. Wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause
2. Dryness or humidity, being exposed to light or extreme temperatures, unless the damage is caused by storm or fire
3. storm or flood to sports equipment stored in the open, unless the sports equipment is designed for all year outdoor installation including but not limited to stands and floodlights
4. a rise in the water table
5. theft or attempted theft
  1. unless the sports equipment is stored in enclosed premises and the theft or attempted theft involves entry to, or exit by forcible or violent means
  2. unless the sports equipment is under the personal supervision of you or anyone authorised by you
  3. from any aircraft or boat unless the sports equipment is adequately and professionally packed and stowed in the hold of an aircraft or boat, or in the custody and control of the airport or seaport operator or their agents
  4. from any motor vehicle unless:  
the sports equipment is completely contained within the motor vehicle or secured by a closed shackle padlock to a purpose-built rack fully fitted to the motor vehicle; and the motor vehicle is fully locked with all security protections in force; and between the hours of 9.00pm and 7.00am the sports equipment is not left in or on the motor vehicle, unless such motor vehicle is in a secure car park  
In the event of a claim we will only pay if the theft from a motor vehicle is a direct result of violent and forcible entry to the vehicle, or violent and forcible entry or exit from a secure car park, by the thieves

## Principal Exclusions:

## Personal Accident cover

Insurer: RSA Policy Number: RTT276483

## Category A

Insured Person: any teacher who is a member of EMD UK and any declared direct member of the Insured resident in Britain

Operative Time: For injuries sustained whilst taking part in recognised teaching activity, training, competing, including commuting to and from such activity

## Accidental bodily injury resulting in:

	<b>Benefit</b>
1. Death	£20,000
2. Loss of two or more limbs or eyes or one of each	£20,000
3A. Loss of one Limb or one eye	£20,000
3B. Permanent and total loss of Speech	£20,000
3C. Permanent and total loss of hearing	
i) In both ears	£20,000
ii) In one ear	25% of above
4. Permanent Total Disablement from gainful employment for which the Insured is fitted by way of training education or experience	£20,000
5. Temporary Total Disablement from the Insured Person's Regular Gainful Employment	£100
6. Temporary Partial Disablement from at least 50% of the Insured Person's Regular Gainful Employment	£50

**Payment Period**

Benefits 5 is payable per week for a maximum of 52 weeks all not necessarily consecutive

**Deferral Period**

Benefits 5 is not payable for the first 14 days of any Period of Disablement

**Personal Accident Special Extensions applying to Category A**

The following special extensions shall be payable in addition to any benefit paid under the Personal Accident Section Benefits 1- 5 of the Policy subject to the Maximum Incident Limit (and inner limits where applicable) as detailed in the Schedule

**Maximum Incident Limit**

If during the Operative Time an Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of the incurring of

**Accident Medical Expenses**

- A) Medical Expenses
  - B) Cosmetic reconstructive treatment
  - C) Expenses associated with obtaining a prosthesis
- The Company will pay up to £2,500 any one Insured Person

**Bereavement Counselling**

Up to £250 per week up to a maximum £5,000 any one Insured Person

A breach in the structure of the bones other than hairline fractures as a result of bodily injury following an Accident

A which necessitates treatment by plaster cast of one or more of the bones listed below:

**Broken Bones**

- a) Arm (humerus radius ulna carpals) £100
- b) Leg (femur, tibia, fibula, metatarsals, tarsals patella) £200
- B of the clavicle £200
- C of the skull £200

**Special Conditions applying to the Broken Bones Benefit Extension**

The maximum amount payable under this benefit is £500 any one Insured Person for any one Accident

**Coma Benefit**

£50 per full 24 hours up to a maximum of 104 weeks any one Insured

**Convalescence**

£200 per Insured Person reduced to £100 if Insured Person is aged over 70 years of age

**Counselling**

Up to £250 per week up to a maximum £5,000 any one Insured Person

**Dental Expenses**

Up to £500 per Insured Person for up to two Accidents per Insured Person in any one Period of Insurance

**Dependence Benefit**

Additional 5% per Child up to a maximum 25% of Benefit 1 subject to a minimum £5,000

**Funeral Expenses**

Up to a maximum £5,000 any one Insured Person

**Hospitalisation**

£50 per full 24 hours up to a maximum of 104 weeks any one Insured Person

**Paralysis**

A total loss of use of all four limbs bladder and rectum £50,000

B total loss of use of two legs bladder and rectum £25,000

**Physiotherapy or Osteopathy Treatment**

Up to £300 per Insured Person

**Retraining**

Up to a maximum £15,000 any one Insured Person

The liability of the Company under this Policy in respect of any one Incident shall not exceed the Maximum Incident Limit of £25,000,000 subject to the following inner limits:

1)Aircraft Accumulation	
a)Multi engined aircraft	£5,000,000
b)Any other aircraft or airship	£1,000,000
2)War while on an External journey	£1,000,000
3)Terrorism (other than Nuclear Chemical or Biological cause)	£1,000,000
4)Limit per Person	as stated above

## Category B

**Insured Person:** Any teacher who is a member of EMD UK and any declared direct member of the Insured aged 80 or over but under 90 years of age and resident in United Kingdom

**Operative Time:** whilst taking part in any recognised teaching activity including training and competing including direct travel to and from such activity

### Accidental bodily injury resulting in:

	<b>Benefit</b>
1.Death	£20,000
2.Loss of two or more limbs or eyes or one of each	£20,000
3A.Loss of one Limb or one eye	£20,000
3B.Permanent and total loss of Speech	£20,000
3C.Permanent and total loss of hearing	
i)In both ears	£20,000
ii)In one ear	25% of above
4.Permanent Total Disablement from gainful employment for which the Insured is fitted by way of training education or experience	Not insured
5. Temporary Total Disablement from the Insured Person's Regular Gainful Employment	Not insured
6. Temporary Partial Disablement from at least 50% of the Insured Person's Regular Gainful Employment	Not insured

### Payment Period

Benefits 5 is payable per week for a maximum of 52 weeks in all not necessarily consecutive

### Personal Accident Special Extensions – Not Insured

### Principal Exclusions

The Company will not pay any claim

- 1.which is directly or indirectly as a result of or contributed to by War in the Insured Person's normal country of residence
- 2.after the expiry of the Period of Insurance in which the Insured Person attains the age of 80 years
- 3.which is the result of or contributed to by radioactive contamination This exclusion will not apply to
  - A) bodily injury following an Accident or
  - B) direct or indirect exposure from any nuclear cause as a direct or indirect result or
    - i) Terrorism or
    - ii) War while on an External Journey or
  - C) Radioactive isotopes that have been specifically treated in order to be used for any of the following – scientific medical agricultural commercial or industrial purposes

The Company will not pay benefit if

1. bodily injury following an Accident results from

- a) the Insured Person engaging in or practising for flying of any kind other than as a passenger
- b) the Insured Person committing or attempting to commit suicide
- c) the Insured Person driving a motor vehicle with more than the legally permitted level of alcohol in the body
- d) War or Terrorism

2. bodily injury following an Accident or Death or Disablement is the result of or is contributed to by

- a) the Insured Person having taken a drug unless it was taken on proper medical advice and is not for the treatment of drug addiction or
- b) the Insured Person having a physical or mental defect or infirmity of any sort which was known to the Insured Person when the Insurance was taken out
- c) the Insured Person undertaking the Insured Sport against medical advice
- d) illness or disease (not resulting from bodily injury following an Accident)
- e) any naturally occurring condition or degenerative process
- f) any gradually operating process
- g) post-traumatic stress disorder or any psychological or psychiatric condition (not resulting from bodily injury following an Accident)
- h) repetitive stress (strain) injury or syndrome or any other injury which develops over a period of time

### **The Company will not pay any benefit**

3. solely because the Insured Person is unable to take part in sports or pastimes

4. where an Insured Person is a professional sports person other than

- a) a full time or part time paid coach or
- b) A sponsored amateur who is engaged in their sport on a full-time or part time basis; or
- c) A professional entertainer

5. where bodily injury following an Accident as the result of the Insured Person being on duty as a full time member of the armed forces or any nation or international authority or a member of any reserved forces called out for permanent service

### **Additional Services:**

#### Legal Assistance

A 24 hour service that gives you access to a team of legal experts offering confidential advice on business matters such as defence of prosecutions, employment, customer and supplier disputes.

#### Health and Safety

Help is available 24 hours a day on health and safety legislation, including its interpretation, and advice on civil and criminal liability for accidents at work.

#### Tax Advice

A confidential telephone advisory service offering assistance on all taxation issues such as PAYE, VAT and income tax. This service is available Monday to Friday, 9am to 5pm.

#### Stress Counselling

Stress affects most people at some point in their working lives. Our stress counselling service will help you deal with stress at work by addressing minor problems before they become major crises. Confidentiality is of the utmost importance, and our counsellors are qualified and experienced in assessing problems quickly so they can provide immediate therapy.

The advice line number is: **03450783863**

Please quote reference: 72848 & policy number - RTT276483