

# Chapter 8 INSURANCE

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## Personal Accident and Medical Expenses Policy

This insurance is provided by Headquarters and covers the total Membership as shown on the Annual Census Return together with new Members joining during the year in the British Isles, including British Scouts in Western Europe and British Groups Abroad.

Details of the current benefits under this policy may be obtained from Unity (Scout Insurance Services).

Special travel insurance should be obtained for authorised Scout visits abroad.

Parties of up to five foreign Scouts visiting the British Isles to take part in Scout activities organised by a British home unit are also covered by this policy. Larger parties can be insured by the host unit if the visiting Scouts are not already insured through their home Association.

The policy covers accidents and medical expenses in the British Isles and on the continent of Europe.

## Personal Accident and Medical Expenses Supplementary Insurance

Supplementary insurance can be arranged to provide higher benefits.

Non-members, such as supporters, are not provided with the same automatic basic Personal Accident Insurance as members.

They can be insured under the basic policy and can have the benefit of Supplementary Insurance similar to that which is available to other adults.

Details are available from Unity (Scout Insurance Services) on request.

## The Scout Association Legal Liability Policy

This policy, incorporating Public Liability and Property Owners Liability, covers The Scout Association and may, at its request, provide cover for Commissioners, Scouters and other persons authorised to be in charge of, or to assist with, Scout activities against claims made by members under their control, or their parents/guardians, or by third parties, alleging legal liability arising out of accidents or incidents occurring during any authorised Scout activity and fundraising events. This is covered by the Public Liability section.

This policy covers the liability which rests upon any Scout authority which owns or is responsible for land and/or buildings (except for liability under any agreement). This is covered by the Property Owners Liability section.

It is a condition precedent to indemnity being granted by The Scout Association that any assistance required in investigating and/or defending any potential litigation will be given by those involved in the incident giving rise to the claim.

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The Scout Association Legal Liability Policy does not cover legal liability arising out of the ownership and/or driving/piloting of motor vehicles, aircraft and/or gliders where compulsory third party insurance is required. If you are unsure whether you require additional insurance, contact Unity (Scout Insurance Services).

It does not fully cover liability for injuries to third parties and/or damage to third party property arising out of the ownership or operation of boats.

Unity (Scout Insurance Services) can arrange marine liability insurance and will provide details on application.

The provision of any indemnity given by The Scout Association is subject to the terms and conditions of any legal liability insurance policy which may be in force.

### Rule 8.1 Insurance Cover

- a. Every Scout Group, District and County must maintain insurance cover, to be reviewed annually, in respect of the following risks:
  - property and equipment, owned, hired or borrowed, including the risk of loss or damage to equipment whilst in transit or at camp or on expeditions;
  - minibuses and other motor vehicles, including passenger risk, in the British Isles or abroad;
  - marine and boating risks;
  - aviation and air activity risks.
- b. Insurance cover must be taken out in respect of risks incurred when undertaking travel.
- c. Insurance cover must be taken out in respect of employers' liability for people a Scout Group, District and County may employ.
- d. The Scout Association Legal Liability Policy cover extends to cover every Scout group, District and County, subject to Rule 8.3 Compliance with Rules. There is no requirement to purchase additional Public or Property Owners' Liability policies.
- e. Unity (Scout Insurance Services) is the official insurance broker of The Scout Association and is one company that can arrange insurance cover that meets the standards described above.

### Rule 8.2 Indemnities

- a. If a Scout Group, District or County is arranging to use land, premises or other facility belonging to another authority, organisation or an individual, and is required to sign an agreement or indemnity, details must be sent to Unity (Scout Insurance Services) as soon as possible.
- b. The acceptability of the agreement or indemnity terms by Unity (Scout Insurance Services) and the adequacy of the Association's Legal Liability Policy in relation to them must be confirmed before proceeding with the arrangements or signing any agreement or indemnity.

### Rule 8.3 Compliance with Rules

- a. For insurance cover by Headquarters to be effective, the Rules of the Association must be complied with, particularly those Rules governing the organisation of activities and safety precautions applying to activities.
- b. Some adventurous activities carry a potentially larger third party risk than others, and appropriate insurance arrangements have therefore to be made by Unity (Scout Insurance Services).
- c. For this reason, Groups, Districts or Counties undertaking the following activities are required to notify Unity (Scout Insurance Services) beforehand:
  - Air activities;
  - Karting.

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### **Rule 8.4 Effecting Insurance and Reporting Claims**

- a. If action is taken in relation to effecting insurance or reporting claims, injuries or fatalities, this action must be taken by the Leader or other adult responsible for the individual's or party's participation in the event or activity.
- b. Incident report forms when received, should not be completed by any adult involved in the incident but should be handled by a suitable independent person.