

# INSURANCE GUIDELINES FOR LOCS SEPTEMBER 2020



The following information is only a guideline for LOCs and is not exhaustive. The information and the details will also vary depending on the law in the country and the LOC must ensure that any policies taken out are in accordance with the state law.

## Insurance

The Local Organising Committee (LOC) shall secure and maintain, at its expense, comprehensive full Third Party Liability insurance with an insurer of recognised (international) standing. A copy of this insurance cover (including a provision obligating the insurer to notify European Athletics in writing three months prior to any termination of such policies) shall be submitted to European Athletics upon execution.

European Athletics shall be exempted from any claims for liability (submitted by third parties for damages) that may arise from the organisation of the event.

European Athletics shall also be the co-insured party (Cross Liability) in relation to any third party liability insurance and in all other policies of relevance.

In case of an incident (infringement of contractual obligations etc.) restricting the insurance cover already executed by the LOC, European Athletics must be informed in time. In case of a restriction of the insurance cover, European Athletics shall have the right to re-establish the necessary insurance cover.

The insurance cover secured and maintained by the LOC shall include in particular:

### **1. THIRD PARTY LIABILITY INSURANCE**

According to the extent of the event the LOC has to secure and maintain third party liability insurance with adequate insuring limits for bodily injury, property damage and financial loss. Wording and insuring limits of the insurance policy shall be adequate to cover the usual risks of the event and also the requirements of the national regulations in the country of the event. The wording shall give a clear description of the insured risk, the insured parties as well as the insured persons (for example, but not limited to: federation members, staff, judges, volunteers etc.).

The recommended minimum insuring limits (per European Athletics event) for bodily injury, property damage and financial loss are as follows:

	European Athletics Championships *	14 Million	EUR
	European Athletics Indoor Championships *	7 Million	EUR
•	European Team Championships (Super League)	7 Million	EUR
•	European Cross Country Championships	3.5 Million	EUR
•	European U23 Championships	3.5 Million	EUR
•	European U20 Championships	3.5 Million	EUR
•	European Team Championships (1 <sup>st</sup> – 3 <sup>rd</sup> League)	3.5 Million	EUR
•	European Race Walking Team Championships	3.5 Million	EUR
•	European 10,000m Cup	3.5 Million	EUR
•	European Throwing Cup	3.5 Million	EUR
•	European Off-Road Championships	3.5 Million	EUR

\*Note:

- 1) the insured amount must represent about 80% of the LOC budget for the "liability amount";
- 2) in principle, each important "revenue" or "cost" in the LOC budget that can be covered with an insurance must be insured.



In addition, the insurance policy shall also cover these risks (so far as required) as follows:

- Damage to rented buildings and/or rooms
- Contractual liability (as comprehensive as possible exceeding legal liability)
- Pure financial losses
- Cross-liability claims
- Owning and using work machines
- Selling merchandising
- Engagement and instruction of subcontractors
- Running VIP/press areas
- Catering (to cover damages resulting from food poisoning, contamination)

If stadium owners and all other owners of buildings/rooms temporarily used by the LOC for the event do not contractually provide the LOC with a hold-harmless-note (liability release), additional insurance cover has to be executed. In any case European Athletics has to be assured of exemption from liability.

### 2. LEGAL EXPENSES/PROTECTION INSURANCE

Insurance cover shall contain at least the following risks:

- Damages and criminal legal protection
- Protection under contract law
- Protection in fiscal courts
- Protection under the law of press
- Protection under the law of labour

#### **3. CANCELLATION INSURANCE**

**3.1** Income from marketing, television, ticket sales and other public revenues may be insured by the LOC according to the assessed risk.

**3.2** Insured are the expenses arising out of cancellation, abandonment, postponement, and/or relocation of the event.

**3.3** Insured are the expenses arising out of cancellation, abandonment, postponement in case of terrorism act and threat of terrorism, contagious disease.

## **4. OTHER INSURANCES**

Additional insurance cover shall be executed after examination of the special risk-situation, for example and not limited to:

- Accident and sickness insurance which is not covered by the personal/private insurance of any LOC member. It is the responsibility of the LOC to check that each person involved in the LOC (employee or volunteer) must have his/her own private sickness/accident insurance, under the respective national law.
- Personal accident insurance (including sickness, death, disablement, medical expenses, hospitalisation, assistance, repatriation, first aid) for federation members, staff, judges, volunteers, media, services suppliers, etc.\*
- Insurance cover obligatory under national law



- Property damage insurance and equipment insurance (electronic equipment insurance, fire, theft, etc.)
- Stadium insurance (all-risk cover)
- Fidelity insurance (for handling finances, cyber-attack or breach of confidentiality of personal data)
- Spectator insurance (accident insurance and legal expense insurance)
- Motor insurance for rented cars/cars used as part of a sponsorship agreement as well as for private cars of members of the LOC
- Director's and Officer's insurance (special insurance against liability for pecuniary loss for the management)
- Transport insurance
- Insurance against robbery of messengers carrying money
- Kidnap and ransom
- Fraud and malicious acts

### \* Special recommendation regarding medical insurance of participants from abroad

Although according to the rules the participating federations shall secure their own insurance cover for the event, the execution of medical insurance (for acute illnesses and accidents) for all participants (from abroad) can prove worthy in a case as follows: if medical cover of a participant is not sufficient to cover the costs of a medical treatment, the LOC will be asked to settle the exceeding costs.