



## Public Liability Insurance

Canoeing Ireland provides Public Liability Insurance (also referred to as Third Party Liability Insurance) for individuals registered with Canoeing Ireland against liability to pay compensation for injury or damage caused to a third party as a result of legal negligence.

Canoeing Ireland's Public Liability Insurance Policy broadly covers the following:

- **Organisers** of activities where the activities have been sanctioned by Canoeing Ireland and are being run under the auspices of Canoeing Ireland. Sanctioned activities are those activities considered necessary for the effective operation of Canoeing Ireland and which are in keeping with Canoeing Ireland's aims and objectives. Only sanctioned activities operating under the auspices of Canoeing Ireland and complying at all times within what would be considered accepted best practice are considered to be covered by CI Public Liability Insurance Policy.
- **Registered Members** whilst participating in canoeing activities other than sanctioned activities subject to such canoeing activities operating at all times within what would be considered accepted best practice.
  - A Registered Member who undertakes a canoeing activity that does not adhere to what would be considered accepted best practice **will** invalidate the cover provided by the CI Public Liability Insurance Policy and may consequently be personally liable if injury or damage is caused to a third party as a result of proven negligence.
- **Instructors & Coaches** whether registered as a Registered Member by way of membership of the Training Unit, or as a member of a Registered Club, or as a Direct Individual Member are covered by CI Public Liability Insurance Policy for negligence or breach of professional duty when delivering training or coaching once such training or coaching is run on a non-commercial basis and run in accordance with what would be considered accepted best practice
  - Training or coaching provided by an Instructor or Coach is considered to be non-commercial when the fee paid by participants is of a level that would only recompense the instructor or coach for incurred expenses.
  - An Instructor or Coach who undertakes training or coaching that does not adhere to what would be considered accepted best practice **will** invalidate the cover provided by the CI Public Liability Insurance Policy and may consequently be personally liable if injury or damage is caused to a third party as a result of proven negligence.

- **Member to Member Liability** is included in CI Public Liability Insurance Policy - this means that a third party claiming injury or damage as a result of proven negligence can be recovered by another Registered Member.
  - The limit of indemnity provided by the CI Public Liability Insurance Policy is €6.5 million. The Territorial Limits of the policy is the European Union; and can be worldwide subject to being approved beforehand by Canoeing Ireland and its insurers.

### Registered Members

An individual is **only** covered by CI Public Liability Insurance whilst registered as a member of Canoeing Ireland and resident in the Republic of Ireland.

All Registered Members are issued with a Membership Card. Membership ceases on the expiry date indicated on a Membership Card. It is consequently very important that membership is renewed in advance of the expiry date indicated on a Membership Card. There is no period of grace after membership expires.

It is important to understand that CI Public Liability Insurance Policy only covers Registered Members whilst:

1. Organising events sanctioned beforehand by Canoeing Ireland.
2. Participating in events sanctioned by Canoeing Ireland.
3. Participating in canoeing events other than sanctioned events once such canoeing events adheres at all times to what would be considered accepted best practice.
4. Delivering training or coaching once such training or coaching adheres at all times to what would be considered accepted best practice.

**CI Public Liability Policy does not provide cover for club activities that do not fall within the above situations. Clubs are strongly advised to seek public liability insurance to protect a club against claims for injury or damage which can be attributed to negligence arising from club activities.**

**Personal Accident Insurance** Canoeing Ireland also provides Personal Accident Cover for Registered Members. This policy provides what would be considered a minimum personal accident cover. Cover can be upgraded by Registered Members to provided additional cover and equipment damage cover. The current levels of the CI Personal Accident Policy are as follows:

Death	€25,000 (€3,200 youth)
Loss of two or more limbs or both eyes	€25,000
Loss of one limb or eye	€25,000
Permanent total disablement from gainful employment	€25,000
Medical Expenses	€1,000 (subject to €250 excess)

### **Violenti non fit injuria**

CI Public Liability Insurance Policy only protects a Registered Member from claims for injury or damage arising from a negligent act or omission. It does not provide cover due to injury or damage sustained from situations considered to be within the norms of canoeing. The legal principal *Violenti non fit injuria* ("to a willing person, no injury is done") means that an adult who knowingly and willingly puts themselves in a potentially dangerous situation will generally be unable to sue for injury or damage should an accident occur. It is sometimes described as "consenting to run a risk".

No one, however, consents to damage or injury brought about through an act of negligence. The principle of *Violenti non fit injuria* does not protect anyone against being held liable for an act of legal negligence. This is why insurance is required. The CI Public Liability Insurance protects Registered Members from claims for injury and/or damage arising from an act of legal negligence.

*Violenti non fit injuria* is considered an important principle in the context of sporting/recreational activities that have an inherent risk. An adult, for example, undertaking a canoeing trip or competing in a canoeing competition who is considered to have a level of personal proficiency / experience compatible with the degree of difficulty likely to be encountered is unlikely to succeed in a claim against the individual presumed to be the leader / organiser if damage or injury sustained arises from an incident that would be considered to have a high probability of occurrence because of the conditions or circumstances likely to be encountered through participation in the trip / competition.

Canoeing Ireland strongly recommends, that where appropriate, canoeing activities are organised and supervised by qualified Instructors or Coaches. Only training or coaching run on a non-commercial basis and in accordance with what would be considered accepted best practice are covered by CI Public Liability Insurance Policy.

Legal negligence can only be determined in a court of law. In order to determine negligence where an individual could be interpreted as having a leadership / organising role it must first be established that a **Duty of Care** exists and that an injury or damage being claimed was as a result of a breach of that Duty of Care.

If a clear Duty of Care exists it is incumbent upon those with responsibility for others to ensure that they are sufficiently qualified or experienced to cover the specific role / duty being asked of them and that they are fully aware of their role within the context what would be considered accepted best practice.

Children (anyone under 18) are in a very special category in this regard to *Violenti non fit injuria*. Children cannot consent to risk, even the normal risks associated with canoeing. Only a child's parent or legal guardian can consent to a child's participation in a canoeing activity. People often misunderstand the purpose and effect of parental consent.

Without parental consent, if a child is injured whilst participating in a canoeing activity will not have to prove negligence. Even if a child is injured as a result of normal hazards associated with canoeing, then the adult who introduced them to those normal hazards is liable to them in damages, even though no negligence may have been involved. When parental consent is present, the instructor or coach will not be liable to the child in damages for personal injuries unless the instructor or coach was legally negligent. Parental consent realigns the balance of fairness in the situation and brings it back to roughly where the balance lies as between two adults. It follows that no one should **EVER** bring a child canoeing without parental consent.

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### **Duty of Care**

To who is a Duty of Care owed and who owes it? This is normally quite straightforward to ascertain. A motorist has a duty of care towards other road users and pedestrians; parents have a duty of care towards their children; teachers have a duty of care towards their pupils; instructors / coaches have a duty of care towards their participants / athletes; an employer has a duty of care towards his/her employees. The existence of supervisory relationship between an instructor and coach with a student, athlete, and participant imposes on an instructor and coach a duty to take reasonable care not to injure the individual in their charge - this duty covers both action and inaction.

### **Negligence**

Negligence is a breach of an individual's Duty of Care. Instructors and Coaches are expected to coach, teach, supervise, provide quality equipment and inspect it prior to use, ensure a safe environment, and provide a Duty of Care to participants. Failure to provide this care may result in liability or negligence.

There are four separate burdens of proof that an injured party must overcome before finding another party negligent. The first is to prove that there was a duty of care. Secondly, that there was a breach of this duty of care. Thirdly, that there was harm or injury sustained. And finally, that there was a causal relationship between the breach of duty and the harm or injury caused. Failure to prove ANY of these four aspects is a failure to prove the party negligent.

### **Failure to warn**

Coaches and instructors must inform those for whom they are responsible of the risks inherent in participating in a given canoeing activity. With minors (children i.e. those under 18 years of age) the parents must have these risks explained to them and this is to allow an informed judgement to be made with respect to participation. Understanding the nature of such risks has a great deal to do with age and experience. A failure to warn of the inherent risks associated with participation in canoeing activities may be alleged to be a breach of one's Duty of Care.

### **Foreseeability of harm**

This is a condition whereby danger is apparent, or should have been apparent, resulting in an unreasonably unsafe condition. It is a fundamental **Duty of Care** of an instructor or coach to recognise the potential for injury, then to remove that danger before an injury occurs. Failure to remove or even lessen the danger is a breach of one's duty of care.

### **Actions which have the potential to lead to litigation proceedings**

- Failure to warn a participant of the inherent risks associated with participation in a given sport.
- Failure to provide safe facilities and equipment for training and competition.
- Failure to provide an adequate injury prevention programme.
- Failure to provide qualified training and instruction, and quality supervision.
- Having an awareness of potentially dangerous situations and neglecting to act on them appropriately.
- Using unsafe equipment.
- Allowing an injured or unfit party to participate in training or competition where further injury or harm results.
- Moving an injured party without prior immobilisation of the injured area.
- Failure to provide suitably qualified first aid personnel. (See note below)
- Treating an injured party without their consent.
- Failure to recognise an injury or illness.
- Failure to refer an injured party to a physician in situations where it is warranted.
- Failure to maintain adequate injury and accident reports.
- Failure to have an Emergency Care Plan.

It is important that first aid personnel are suitably trained in sports first aid as opposed to general first aid. It is important with respect to the recognition that an injury has occurred, its severity, and the possibility that professional medical help may be warranted.

### **INTERPRETATION**

**The above information is an interpretation of Canoeing Ireland's Public Liability Insurance Policy. Canoeing Ireland accepts no responsibility for any errors, omissions or misinterpretations in relation to this interpretation. Any CI Registered Member requiring further clarification should seek a copy of the CI Policy from the CI Insurance Brokers and obtain their own independent legal advice if required.**

**[Insurance Information Leaflet published by The Federation of Irish Sports](#)**

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