

## Summary of Liability Cover 2021

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|---------------------------------------|---|--|
| <b>Insured:</b>                       | British Motorcyclists Federation, Affiliated Members, Affiliated Clubs and their Members  |  |
| <b>Period of Cover:</b>               | 01 January 2021 (or date of affiliation to the BMF if after this date) to 31 December 2021  |  |
| <b>Retroactive Date:</b>              | 01 January 1985 (or clubs date of last continuous affiliation whichever is later)   |  |
| <b>Activities:</b>                    | All activities recognised /authorised by the British Motorcyclists Federation, includes Club meetings, regional meetings, Club or national rallies, or other gatherings, social gatherings, road runs, off tarmac events, camping events, Club stands at motorcycle shows or exhibitions, joint events with other Clubs, jamborees and other Club activities as further detailed within the guidelines distributed by the BMF to its Affiliated Clubs |  |
| <b>Policy Numbers &amp; Insurers:</b> | HU PI6 1955883<br>CV857030  | Hiscox Insurance Company Limited<br>Zurich Insurance plc |

### COMBINED LIABILITY INSURANCE

Legal liability for damages and legal costs arising out of third party loss, injury or damage, in connection with the activities described above and notified to the Insurers within the period noted above. Cover includes public liability, professional indemnity, liability for damage to leased and rented premises, member to member liability, indemnity to principals and liability arising out of goods sold or supplied including refreshments and Management Liability (Directors & Officers & Corporate Legal Liability). 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. All incidents that may give rise to a claim in the future should be notified to Insurers through Howden at the time of incident.

### EMPLOYERS LIABILITY

Legal liability for damages and legal costs arising out of death or bodily injury caused to employees in the course of their employment with the Insured. Cover is provided to the committee for the time being of Affiliated Clubs only and does not extend to include their subsidiaries or affiliated companies/groups involved in any activity not recognised or approved by the British Motorcyclists Federation.

### Limit of Indemnity

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|--|--------------|---|
| Public & Products Liability                      | £10 million  | any one event<br>(any one period costs inclusive for Products / Pollution)                            |
| Professional Indemnity                           | £10 million  | any one event   |
| Abuse  | £7.5 million | any one period (costs inclusive)  |
| Management Liability (Directors & Officers)      | £10 million  | any one period (costs inclusive)<br>(Additional Defence Costs £250,000)                               |
| Management Liability (Corporate Legal Liability) | £10 million  | any one period (costs inclusive - subject to £2,500 Excess)<br>(Pollution £100,000 for defence costs) |
| Employers Liability                              | £10 million  | any one event<br>(£5 million in respect of terrorism)   |

### Principal Exclusions:

Liability arising out of:

- Criminal Acts
- The ownership, possession or use of any mechanically propelled vehicle, motorcycle, aircraft, hovercraft or water-borne craft
- Product Guarantee or recall, repair or replacement
- Products manufactured, repaired, modified, altered reconditioned or repackaged by the Insured
- In connection with damage to any data
- Medical malpractice
- Damage to own property, hired in property or property in your custody or control.
- Abuse in respect of the individual accused or alleged to have committed abuse or have permitted abuse
- Incidents prior to the retroactive date
- Incidents known by the insured but not reported to the insurer.
- Tour Operators Liability (as defined under The Package Travel, Package Holidays & Package Tour Regulations 1992)
- Track Days

### Communicable Disease Exclusion - Specific to Excess of Loss Policy (claims in excess of £5,000,000)

The indemnity granted by this policy/section shall not apply to 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

For the purpose of this exclusion 'communicable disease' mean 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, 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.

This exclusion does not however apply in respect of

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

Cover does not apply in respect of legal actions brought in a court of law outside the European Union for Public Liability and Management Liability Claims. There is no cover in place for any claims brought in a court of law in the USA or Canada under any section of the policy.

The above is intended to be a summary only, a full copy of the cover wordings are available on request from Howden

### IN THE EVENT OF A CLAIM

You must report every claim and any incident that is likely to give rise to a claim in the future. Incident Notification Guidelines are attached to this document to assist you. Please contact Howden on 0121 698 8040 and complete the necessary report/claim form as soon as possible to avoid prejudicing your claim. **Do not admit liability; do not make an offer or promise to pay.**

### INCIDENT NOTIFICATION GUIDELINES

It is important that all incidents that may give rise to a claim are reported to us as soon as possible after the event. This will enable Insurers to carry out investigations at an early stage whilst information relating to the claim remains fresh in the mind. This will also ensure that you are complying fully with your policy terms and conditions.

In order to achieve this, we ask that you notify us immediately of any incident that involves:

- A fatal accident
- An injury involving either referral to or actual hospital treatment
- Any allegations of libel/slander
- Any allegations of Professional Negligence i.e. arising out of tuition, coaching or advice given
- Any investigation under any child protection legislation
- Any circumstance involving damage to third party property

An injury is defined as:

- Any head injury that requires medical treatment [Doctor or Hospital]
- Any fracture other than to fingers, thumbs or toes
- Any amputation, dislocation of the shoulder, hip, knee or spine
- Loss of sight [whether temporary or permanent]
- Any injury resulting from electrical shock or burn, leading to unconsciousness or requiring resuscitation or admittance to hospital for more than 24 hours
- Any other injury leading to hypothermia, heat induced illness or to unconsciousness which requires resuscitation or admittance to hospital for more than 24 hours
- Loss of consciousness caused by asphyxia or by exposure to a harmful substance or biological agent

Please note the above list is not exhaustive and if you are unsure as to whether an incident should be reported, then please do not hesitate to contact Howden Claims Department for further advice.

**We would remind you that in NO circumstances should you admit liability or agree to pay for any damage caused as this may prejudice the position of Insurers and COULD result in the withdrawal of any indemnity.**

Finally, please note that this is a Liability policy where Insurers decide if negligence attaches to you. Therefore any payments you make to any third parties will not necessarily be reimbursed.

### INCIDENT RECORDING GUIDELINES

**We would recommend that a designated person within your organisation is made responsible to record any reportable accident/incident. Records must be kept for at least 6 years, and longer where it involves a person under the age of 18 years. Names and addresses of any possible witnesses should also be recorded.**

Current legislation does not specify the format of an accident register but the Accident Book BI 510 obtainable from HMSO is frequently used and is approved by the Information Commissioner for D&A Compliance.

The register must contain the following information relating to all reportable accidents or dangerous occurrences:

- Date and time of accident
- As regards a person at work - full name; occupation; nature of injury; age
- As regards a person not at work - full name; status [e.g. customer]; nature of injury; age
- Place where accident occurred
- A brief description of the circumstances
- Method by which the event was reported

### REPORTING INCIDENTS TO HEALTH & SAFETY EXECUTIVE

You may also have obligations under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 2013.

For further information go to [www.hse.gov.uk/riddor/index.htm](http://www.hse.gov.uk/riddor/index.htm) and to obtain a copy of the leaflet "Reporting accidents and injuries at work" go to [www.hse.gov.uk/pubns/indg453.pdf](http://www.hse.gov.uk/pubns/indg453.pdf)