

# MEDICAL SERVICES

## TERMINOLOGY

**Medical Officer (MO) Doctor:** A medical practitioner (Doctor), who holds: full registration and a licence to practice from the General Medical Council (GMC) medical malpractice cover appropriate for pre-hospital immediate care (NHS Crown Indemnity is not applicable). If subject to GMC Approved Practice Setting regulations (APS, ie before first revalidation), must have agreement from their Education Supervisor

**Paramedic (PM)** State Registered Paramedic who holds: registration from the Health Professions Council (HPC) medical malpractice cover (NHS Crown indemnity is not applicable). If a Paramedic or Junior Doctor with full GMC registration is present at an event as an individual volunteer (being paid expenses) and not present in a commercial capacity, then they are indemnified for Medical Malpractice under the ACU's insurance policy. This concession does not apply to GPs or Consultants.

**First Aid Personnel** A person holding a current certificate of First Aid competency.

**Ambulance** An ambulance, by law, must be registered with the DVLA (Driver and Vehicle licensing Authority) and be CQC-registered in order to transport a casualty to hospital. An ambulance must have an appropriately qualified driver to transport a casualty under blue lights. It must comply with the FIM the minimum equipment regulations for a type C vehicle; that is:

**Medical:** A stretcher (preferably standardised), oxygen supply, apparatus to immobilise limbs and vertebral column. First aid medicaments and materials.

**Technical:** Radio communication. Visible and audible signals.

**Staffing:** An Ambulance must be staffed by 2 First Aid Personnel who can be the two minimum First Aid Personnel required at an event.

An Ambulance may act as a Medical Centre **but** if so it must be a vehicle additional to the minimum Ambulance requirement.

## GENERAL

For each motorcycle sporting discipline, the individual 'minimum medical requirements' are listed in the Handbook within their own sections under the heading 'Medical Services'. This is because, understandably, the minimum medical requirements vary between the types of motorcycle sport.

The points listed below, where relevant to a discipline, will apply to ALL competitive motorcycle sports and the wording will be the same for all:

1. If only one Ambulance is listed as the minimum requirement at an event Organisers are reminded that if it has to leave the event all practising and racing must stop until its return or replacement. It is incumbent therefore on Organisers of events to remember their commitment and
2. duty of care to competitors in ensuring that sufficient medical services for the type of event, dictated by a risk assessment of the expected number of injuries, are in place prior to the start of practising and racing and remain in place until the event has completely finished.
3. When medical cover is required at an event, the Doctors and Paramedics should have available resuscitation drugs conforming
4. to Resuscitation Council Guidelines and a supply of parenteral and oral analgesics.
5. Organisers should ensure that such systems, equipment and supplies are available at
6. the venue by discussion with their medical provider. Any further drugs and equipment that may be deemed to be appropriate
7. by way of specialist expertise are the responsibility of the individual Doctor or Paramedic.
8. Auxiliary vehicles, such as 4x4 with a stretcher, cannot replace an Ambulance but such vehicles might, at certain event sites, be used in addition to and as the final form of transportation to the Ambulance for the event.
9. If there is a requirement for first aid personnel to be present then they can be the two crew members of an Ambulance, assuming that one is present as a minimum requirement, but they must be available for all the practices and races. Such first aid personnel are an additional requirement to any Doctors or Paramedics required to be present at the meeting.

If there is a requirement for full first aid equipment, including a stretcher, then this can be the same equipment as that defined in the minimum equipment requirements for an Ambulance.

If the minimal medical cover required is for only one Doctor or only one Paramedic to be present then, if the only one available has to leave, for whatever reason, the practices or races must stop until their return or replacement.

If a Doctor is required at an event then they must be on site. It is not sufficient to have the name and address of a distant Doctor, who would or might be available if required.

The nearest Trauma Centre and/or Trauma Unit should be identified and notified in writing of the time, date and place for the meeting.

If a Doctor is involved in the treatment of competitors or spectators at an event, they should not normally be involved with drug or alcohol testing of competitors.

If a medical centre is available at a circuit or the site of an event then it should be fully operational and staffed appropriately. If deemed acceptable, an Ambulance or similar unit may act as a medical centre but if so, it must be additional to the minimum Ambulance requirements.

If no MO or PM is required at an event then at least one of the two Ambulance crew must be qualified as an IHCD Emergency Technician (EMT) or the Voluntary Aid Society (VAS) equivalent, rather than just a first aid person.

If a competitor is involved in an incident involving potential injury, but is not, at the time, taken to Hospital for further treatment, then a relative, or a member of their crew, should be given a copy of the medical assessment or Ambulance report form completed by the event medical personnel following the incident.

A list of Medical Services Providers can be found under the Documents tab in the Clubs and Centres login by visiting <https://secure.acu.org.uk>

## INSURANCE

The following policies have been arranged to protect auto cycle union ltd (ACU), ACU events ltd, ACU events (isle of man) ltd and auto cycle union (ACU) and/or their affiliated clubs or any local association or organisation approved by the ACU and their officials in addition to "signed-on" competitors who are members of the ACU but only when an ACU permit or certificate of exemption has been issued for the event. An event can comprise practice or competition. The policies arranged by the ACU are:

Public liability for injury or damage to

Other people or property (see exclusions and limitations on the following page)

Personal accident to officials

Personal accident to competitors or participants (premier cover only)

Road traffic act liability

The benefits noted in this section only apply to events permitted by ACU ltd or ACU events ltd.

The policies are arranged through Lockton, 1st Floor, 3 Piccadilly Place, Manchester M1 3BN. Tel: 0161 828 3343 fax: 0161 828 3335 c and copies of them may be seen by arrangement with the general secretary at ACU House, Wood Street, Rugby, Warwickshire, CV21 2YX.

A table of benefits for competitors and officials appears later in this section.

### PUBLIC LIABILITY COVER

Any person allegedly injuring another or damaging another person's property may have an action for compensation brought against them. This is as true of motor sport activity as of any other and it is for this reason that the ACU has arranged public liability insurance to protect its affiliated clubs, local centres, Officials, sponsors and others who are involved in organising or running ACU permitted events. For these potential legal liabilities to be covered under the ACU policy, the organisers must obtain an appropriate permit or exemption from the ACU.

The indemnity limit for any one accident is £40 million under premier cover and £10

Million under basic cover. The cost of defending organisers and their officials against allegations that might become the subject of indemnity under this insurance (including prosecution

By the health and safety executive) is also met by the insurers subject to them taking over the conduct and control of any such defence.

The cover applies to associated activities necessary to an event such as setting up and dismantling a course.

Training days are covered subject to prior notification, approval of procedures and issue of a training permit, by the training department after payment of the appropriate fee. A per capita charge may be made for insurance cover provided.

Non motorcycling social events run by clubs affiliated to the ACU are included in the cover, i.e. Club nights and the like (excluding fireworks).

The policy extends to protect all persons appointed to act as an official of any permitted event in respect of their third party liabilities arising from their official duties, subject to the terms, conditions and exclusions of the policy.

### LANDOWNERS

The ACU and its members need to retain the goodwill of landowners so that land continues to be made available for events. For this reason the ACU policy indemnifies landowners in respect of their potential legal liability to third parties following an accident in connection with a permitted event for which they have made available the use of their land.

The indemnity protects them against being drawn in to a claim if there is an accident during the event and also indemnifies the landowner if an allegation is made that cause of injury or damage was due to some defect in the landowner's premises. The amount of indemnity provided depends on the cover selected by the organisers of the event.

Many landowners expect that if an event

Results in damage to their property (for example a wall is knocked down) that the ACU or organiser will indemnify the landowner. The policy covers this type of incident subject to a

£250 excess.

### SPONSORS

The policy extends to include indemnity to sponsors, should they get involved in a claim where they have become subject to litigation only due to the fact they were an event sponsor. If the sponsor has been negligent in their actions and caused injury to a third party or damage to any third party property then the ACU would pass the claim to the

sponsor and their insurers.

### CONTRACTUAL LIABILITY

Contractual liability is the term used in insurance to indicate an obligation imposed in a contract which goes beyond the position that would exist otherwise under the law.

Insurers customarily exclude such obligations because they do not wish to be bound by prior commitments made by their policyholders unless they have been given notice of the commitment and agreed to it.

It is not uncommon for landowners making their land available for an event to make it a condition that damage will be made good. Thus the liability of the organiser to the landowner may not arise from common law because the organiser has been negligent, or failed to exercise proper care, but purely as the result of the contract between the landowner and the organiser.

The ACU policy is extended within its normal limits to cover this situation, however for this to apply details of any correspondence, contract or agreement between the organiser and the landowner shall be advised to the ACU at the earliest opportunity and by the very latest the date at which the permit is applied for in order to check if the obligations go beyond policy limits.

### WHAT IS NOT COVERED

It is important to understand what is not covered by the policy. The main points are:

**Competitor to competitor liability** – claims by one competitor against another competitor are not insured whilst competing in the permitted event. Competitor means rider, passenger, entrant or sponsor.

Liability arising out of the use of motor

**Vehicles loaned or hired to competitor.**

**Damage or loss of property** – either belonging to the organiser, hired or held in the

Custody or control of the organisation running the event. Note this exclusion also applies to motorcycles held in a parc ferme.

Borrowed/hired motor vehicles or

**Borrowed/hire of equipment** – it is possible that an organiser may borrow/hire a vehicle (such as a tractor or JCB) or borrow/hire

Of equipment (such as fencing, or crowd barriers) to assist with the task of setting up or dismantling a course. The organiser must ensure that the proposed use of the borrowed or hired vehicle is covered either by the owner's existing insurer or by making alternative arrangements separately. Loss of or damage to property in the custody or control of the organisers is excluded.

**It is a condition of the policies that ACU Codes, regulations and supplementary regulations are observed and complied with. Failure to comply could prejudice the operation of the cover.**

**Unusual activities** – if these involve any high hazard aspects such as a freestyle jumping competition, firework displays or sports such as ballooning or bungee jumping, they should be referred to lockton for approval.

**Aviation** – the policies do not provide cover in respect of ownership, possession or use of aircraft. If any ancillary attraction involves aircraft, details should be submitted to lockton well in advance of the event.

**Excess** – the first £250 of each and every property damage claim.

### PUBLIC LIABILITY – ACTION PRIOR TO THE EVENT AND IN THE EVENT OF ACCIDENT

1. Prior to the event, so that clubs may be certain that cover is operative for any event they undertake, the following steps should be taken:
  - 1.1. Apply to the ACU for an appropriate permit or exemption certificate.
  - 1.2. Officials should be briefed prior to the event on risk assessment and procedure in the event of an accident.
  - 1.3. Consider if specific advice is needed from lockton about the event e.g. – increased indemnity limit above £40 million.
    - Attractions other than normal competition e.g. Flight displays, ballooning, bungee jumping, free style displays, bouncy castles.
    - Contractual liabilities incurred to property owners or landlords.
    - Use of vehicles on public roads i.e. RTA cover.
    - Aviation activity on site.
  - 1.4. If there are any special exposures that fall outside normal competition as shown in this handbook and therefore are not covered by the standard ACU liability insurance, full details of the event should be made available to lockton in good time for them to be able to respond on the implications for cover and cost.

2. In the case of a serious accident or incident involving a competitor, official, spectator or property contact:
  - Road race events: Dr Paul King (07767 635420) Rowena Perks (07805 898584)
  - Off road events: Gary Thompson MBE BEM (07976 548375)
  - A serious incident, whilst not a full list, would include:
    - Death of a rider, official or spectator
    - A spectator is hit by a bike or other vehicle
    - A rider, official or spectator is airlifted to hospital from the event
    - Any spinal injury
    - A serious head injury
    - Any other catastrophic injury
- 2.1. Efforts must be made immediately to collect the names and address of witnesses, which together with an account of the accident by the marshals/observers and the provision of any photographs taken should be passed to the clerk of the course who will make the information available to the ACU steward or send the information direct to ACU head office as soon as possible. All information regarding a serious incident should be sent to ACU head office within three days of the incident taking place.
- 2.2. A full report must also be provided within three days to lockton (24 hours in the case of a fatality). Contact details are as follows: alex braddish (07827 985033) Email: alex.braddish@uk.lockton.com christine hare Email: christine.hare@uk.lockton.com david hamer (07825 781759) Email: david.hamer@uk.lockton.com
- 2.3. Organisers should retain a full record of the event i.e. Copy programme, supplementary regulations, final instructions, passes, scrutineer's report and list of senior officials for a minimum period of four years, or until each competitor in the event has reached 21 years of age, whichever is the longer period.
- 2.4. A return must be made to lockton of the details of injured parties, on the incident/ accident report form provided, with brief details of the injury to each. If a fatal or serious accident occurs the original entry form must be retained for a period of four years to comply with the law. Any fatal or potentially fatal accident must be notified to lockton and to ACU house, preferably by telephone or email, within 24 hours.
- 2.5. Public liability personal injury claims valued up to £25,000 damages arising from accidents from 31st July 2013 onwards will be notified by claimant's solicitors via the insurer electronic portal via a claims notification form (cnf) which may be copied to the ACU and if so receipt should be acknowledged by the ACU to the claimant's solicitor within 24 hours of receipt. Insurers will also formally acknowledge these claims and will then look to promptly gather documents and undertake an investigation with the ACU to determine legal liability. Where it is agreed that a claim is one for a full admission of liability, insurers will look to conclude liability enquiries within 40 working days for public liability claims to ensure such claims remain within the portal to benefit from the reduced fixed recoverable costs payable to the claimant's solicitors. Every cooperation should be given to insurers and their investigators during the investigation period to ensure the moj portal timelines are complied with. Claims that are denied (in part or in full) will exit the portal process and where it has been agreed following investigations that a claim is one to deny in part or in full, the insurer has up to 90 calendar days to communicate their decision to the claimant's solicitors as per existing civil procedure rules.
- 2.6. Organisers, competitors or officials who are involved in an accident will be defended by solicitors chosen by ACU's insurers.  
The costs of a club, competitor or official appointing their own solicitor are not covered under the master policy.
- 2.7. Claim forms will be sent direct to competitors who request them from lockton.

## **MEDICAL MALPRACTICE INSURANCE**

The master policy is automatically extended to provide medical malpractice cover for volunteer paramedics registered with the (hpc) health professions council. Cover also applies to qualified nurses registered with the (rcn) royal college of nursing, medical assistants and event officials at ACU permitted events. The limit of indemnity is £5 million in the aggregate for each period of 12 months. Cover is subject to an excess of £250 each and every claim.

## **INSURANCE POLICY SUMMARY – KEY FACTS FOR COMPETITORS (PREMIER PERMITTED EVENTS ONLY)**

This policy summary provides important

information about the public liability and personal accident insurance. This applies each time you are eligible to compete in any ACU permitted event or event for which a certificate of exemption has been issued or run in accordance with the international sporting code of the FIM. These are not the full terms and conditions. The full terms and conditions can be found in the insurance policy a copy of which can be viewed on application to the ACU's

company secretary at ACU house, wood street, rugby. The insurance is governed by English law.

**Making a claim:** to make a claim please Contact Lockton Alex Braddish on 0121 232 4597. In the case of an out of hours emergency please see above for the contact details for major incidents.

**Complaints:** if you are not satisfied with the service you receive from us you should contact in the first instance david hamer lockton companies llp, st botolph building, 138 houndsditch, london ec3a 7ag mobile 07825 781759 email: david.hamer@uk.lockton.com.

FEATURES AND BENEFITS	SIGNIFICANT EXCLUSIONS AND LIMITATIONS
<p><b>Public Liability</b> You are covered for legal liability you may incur for injury caused to third parties and damage to their property.</p>	<p>Injury caused to any other competitor during a race. Road traffic act liability unless specifically provided for the event. The organising club will be responsible for the first £250 of each claim in respect of third party property damage</p>
<p><b>Limit of Indemnity</b> Premier cover £40,000,000 each and every claim Basic cover £10,000,000 each and every claim</p>	
<p><b>Personal Accident (Premier Cover Only)</b> Death £10,000 (£7,500 for 6–15 year olds) Permanent total disablement £20,000 Quadriplegia £40,000 Hospital benefit £2,000 Loss of limb(s) £20,000 Loss of sight of eye(s) £20,000</p>	<p>Personal accident cover for competitors does not apply to events run with only basic insurance. Temporary total disablement, illness of any kind. Suicide or attempted suicide. Your own criminal act. Being under the influence of alcohol or drugs. <b>Terrorism.</b> Hospital benefit becomes payable after 14 days hospitalisation as a result of an accident, which must occur within 12 months of the date of accident.</p>
<p><b>Operative Time</b> Cover for both sections only applies whilst you are signed on at events held under permit or certificate of exemption including setting up and dismantling at the event.</p>	<p><b>Territorial Limits</b> Cover is only provided for events taking place under a permit within Great Britain, Isle of Man and The Channel Islands.</p>

If we are unable to satisfactorily resolve your problem you may be eligible for the Financial Ombudsman Service.

#### PERSONAL ACCIDENT TO RIDERS AND PASSENGERS WHO ARE MEMBERS OF THE ACU

a) **Below international motorcycle union of ireland (mcul) permitted events**

The ACU's personal accident to riders and passengers master policy may be extended in respect of authorised participation. All competitors should contact the ACU prior to entry/departure to obtain their start permission.

**Note:** competitors without appropriate insurance or authorisation may not be allowed to compete.

b) **Minors**

It is most important that any injury to a minor (under 18 years of age) reported on an accident report form should clearly indicate the age of the injured person.

c) **Events with foreign competitors**

It should be noted that only ACU registered members or licence holders are covered

By the ACU's premier personal accident policy. No cover applies to events run under basic insurance. Holders of licences issued by other fmns are required to make their own arrangements.

Please note that the scale of benefits is that specified by the ACU to apply to ACU licence holders competing in events within ACU territory. (article 110.2 of the FIM Sporting Code).

#### ROAD TRAFFIC ACT LIABILITY

Third party road risks cover has been arranged to cover any competitor, marshal or official signed on for a permitted event arising from the use of any motor vehicle in connection with the event in areas of the event where the road traffic act is deemed to be applicable.

The insurance is event specific and will override any other cover that may be in place. However, it is still recommended that all persons using their vehicle at an event make their own insurance providers aware of this use of the vehicle to ensure there are no gaps in cover provided.

**PERSONAL ACCIDENT INSURANCE FOR OFFICIALS**

The ACU has effected a personal accident insurance policies (premier and basic) all of which provide benefits on the scale below to officials acting at ACU permitted meetings who suffer injury. The cover applies to associated activities necessary to an event such as, setting up and dismantling a course and travelling to and from the event. The ACU will consider sympathetically the provision of counselling where appropriate.

**TABLE OF BENEFITS**

The benefits under the personal accident policies are either payable for death, loss of limb(s) and/or eye(s) or permanent total disablement or temporary total disablement (this applies to officials only). Officials who are unemployed receive weekly benefit only whilst hospitalised or housebound. Compensation is payable in accordance with the following table of benefits in respect of an accident resulting in

1. Death.
2. Loss of or loss of use of two limbs or the sight of two eyes or the loss of use of one limb and one eye, the loss of or loss of use of a limb or the sight of an eye.
3. Permanent total disablement.
4. Temporary total disablement.
5. Fracture.
6. Dislocation.
7. Physiotherapy.
8. Hospitalisation.

**Note:** repatriation costs are not covered.

Benefit	1	2	3	4	5	6	7	8
Officials age Over 16	£65,000	£65,000	£65,000	Up to £200 Per week (max. 104 Weeks)	£2,500	£1,000	£500	£2,000 following hospitalisation of 2 weeks or more, within 12 months of the date of accident
Officials age 14 to 16 in full time education	£7,500	£20,000	£20,000	£75 per Week for home tuition & care fees	£2,500	£1,000	£500	£2,000 following hospitalisation of 2 weeks or more within 12 months of the date of accident

**INSURANCE FOR EVENTS HELD OUTSIDE GREAT BRITAIN**

For all FIM inscribed events and FIME championship events, competitors will be provided their start permission and insurance from the FIM. For all other events held abroad (including Ireland) where the event is held under an FIM permit/authorisation, competitors must apply for a start permission and insurance from ACU head office.

**CHECKLIST OF ESSENTIAL DOCUMENTS TO TAKE WITH YOU WHEN COMPETING ABROAD**

- ACU/FIME/FIM competition licence of appropriate grade. (see ACU competition licence application form).
- Necessary competition insurance – according to the ACU/FIM scales.
- A current European health insurance card for each member of the team in order to receive reciprocal health benefits in most countries.

**We strongly recommend that full travel insurance is arranged for your trip, in addition to FIM insurance cover which only provides protection during the event itself.**

**OTHER RECOMMENDED DOCUMENTATION**

- Passport with visa if appropriate.
- Driver’s licence.
- International driving permit (IDP) – where necessary (from AA or RAC).
- Bail bond – where necessary (from AA or RAC).
- Vehicle insurance documentation for all vehicles. Check with your insurance broker, as requirements vary from company to company.
- Vehicle registration documents – V5 or V6103 or letter of authority if you do not own the vehicle.
- Travel insurance – including medical and repatriation cover where not otherwise arranged.
- Competitors, who travel with assistants, or as part of a team, should not overlook their needs including

travel insurance.

- International identification plate (gb) for vehicles.

### FOREIGN RIDERS

Foreign riders are competitors affiliated to MCUI or any other FMN (except SACU) who do not hold an ACU competition licence or an ACU trials registration. Where a foreign rider takes part in an ACU permitted event the following guidelines apply:

1. Road Race, Drag, Sprint, Hill Climb, Supermoto, Motocross, Trials, Enduro and Grass Track: competitors with a valid Competition licence and a “start permission” from their home fmN or evidence of FIM insurance cover pay the per capita rate per day for liability. Note: competitors’ pa benefits and repatriation expenses are not covered.
2. Road Race, Drag, Sprint and Hill Climb, Supermoto, Motocross, Trials, Enduro and Grass Track: competitors without a valid competition licence issued from their home fmN and evidence of FIM level insurance cover are not allowed to compete.
3. Other events: competitors in possession of a “start permission” from their home fmN or evidence of approved FIM insurance cover, pay the per capita rate per day for public liability



# SERIOUS ACCIDENT CHECKLIST

Actions to be taken by senior officials following an incident involving serious injury to a competitor, official or a spectator

