

INSURANCE

The following policies have been arranged to protect the Auto Cycle Union Ltd (ACU), ACU Events Ltd, ACU Events Ltd and the 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 Authorisation 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 as detailed in the Policy wording subject to the Terms Exclusions and Conditions
- 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

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 centers, 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 Authorisation Permit or Certificate of 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 the 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 exclude contractual 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 not been negligent, or failed to exercise proper care, but purely as the result of the contract between the landowner and the organiser.

Insurers will provide an Indemnity where liability would have attached irrespective of any contractual obligation

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 parcferme.
- **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 Authorisation Permit or Certificate of 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.
 - i. increased indemnity limit above £40 million.
 - ii. Attractions other than normal competition e.g. Flight displays, ballooning, bungee jumping, free style displays, bouncy castles.
 - iii. Contractual liabilities incurred to property owners or landlords.
 - iv. Use of vehicles on public roads i.e. RTA cover.
 - v. 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:

Off road events: Matthew Wear (07825 340932)

In addition for Road race events: Dr Paul King (07767 635420)

A serious incident, whilst not a full list, would include:

 - i. Death of a rider, official or spectator
 - ii. A spectator is hit by a bike or other vehicle
 - iii. A rider, official or spectator is airlifted to hospital from the event
 - iv. Any spinal injury
 - v. A serious head injury
 - vi. 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@lockton.com
 Karan Rochford (07768 775943) Email: Karan.Rochford@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, 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.

Making a claim: to make a claim please Contact the Lockton claims handler, 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.

FEATURES AND BENEFITS	SIGNIFICANT EXCLUSIONS AND LIMITATIONS
<p>Public Liability 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>Limit of Indemnity Premier cover £40,000,000 each and every claim Basic cover £10,000,000 each and every claim</p>	

<p>Personal Accident (Premier Cover Only)</p> <p>Death £10,000 (£7,500 for 6–15 year olds)</p> <p>Permanent total disablement £20,000</p> <p>Quadriplegia £40,000</p> <p>Hospital benefit £2,000</p> <p>Loss of limb(s) £20,000</p> <p>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.</p> <p>Terrorism. 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>Operative Time 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>Territorial Limits 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 (MCUI) 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 license holders are covered by the ACU’s premier Personal Accident policy. No cover applies to events run under basic insurance. Holders of licenses 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 license 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.. However, it is still recommended that all persons using their vehicle at an event, make their own insurance arrangements and provide their insurers with details of the use of the vehicle..

PERSONAL ACCIDENT INSURANCE FOR OFFICIALS

The ACU has effected 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 FMN 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 license of Appropriate grade. (see ACU competition license application form).
- Necessary competition insurance – according to the ACU/FIM scales.
- 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 license.
- 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 VE103 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 license 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 license 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 license 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

A full investigation is required in the event of the following:
 Fatalities, loss of sight or limb/s, paralysis, serious head injuries, potential fatality any spinal injury, a spectator being hit by a bike or other vehicle and any incident where a rider, official or spectator is airlifted from the event. (It is the responsibility of the Steward/Clerk of the Course to use experience/ common sense and to also telephone one of the numbers below)

In the event of a major incident telephone:
 1) Off Road events – Matthew Edwards-Wear (ACU Secretary General) (07825 340932)
 2) Road Racing – Dr Paul King (07767 635420)
 3) Advise ACU as soon as possible on next business day

Immediate information gathering for insurer by the Steward/Clerk of the Course/ Organiser/Venue Operator

- Photograph Scene
- Impound vehicles
- Obtain witnesses' names, addresses and telephonenumber
- Seek and obtain video and photographic evidence from any source. Be cautious if asking spectators.

Information to be forwarded to Governing Body/Insurer

- Steward's Report
- Marshal/Observer Reports
- Any other witnesses' reports
- Medical Log/Report
- Scrutineer's Report
- Racing/Radio Log
- Signing on sheet
- Risk Assessment

Forward to Insurer:

- Documents provided by Steward/Organiser as listed
 - Event Regulations
- Event Final and Supplementary Instructions
- Event Programme
 - Track Plan
 - Copy of Permit