

# 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 (excluding Isle of Man based events)

The benefits noted in this section only apply to events permitted by ACU Ltd, ACU Events Ltd or ACU Events (Isle of Man) Ltd.

The policies are arranged through Lockton MIS Motorsport, 10 South Parade, Leeds LS1 5QS Tel: 0113 3893666 Fax: 0113 2051630 neil.want@uk.lockton.com and copies of them may be seen by arrangement with the General Secretary at ACU House, Wood Street, Rugby, Warwickshire, CV21 2YX.

A summary of Key Facts 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 £30 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.

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.

Officials' private vehicles, whilst being used by an Official in his official capacity as part of a permitted event, will, if damaged, be regarded by the Insurers as third party property and the ACU cover will apply subject to a £100 excess.

## **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:

#### Participant to Participant 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 participants.

**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 but can be varied on application with full details to Lockton MIS Motorsport.

**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 MIS Motorsport for approval.

**Aviation** – The policies do not provide cover in respect of risks arising from the movement of aircraft. If any ancillary attraction involves aircraft, details should be submitted to Lockton MIS Motorsport well in advance of the event. Where airfields are used for events, the airfield must be non-operational for the period of the meeting or details of the proposed location in relation to the "air side" activities at the aviation site submitted to Lockton MIS Motorsport for approval in advance.

**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 MIS Motorsport about the event e.g. – increased indemnity limit above £30 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.

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 MIS Motorsport 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 MIS Motorsport (24 hours in the case of a fatality). Contact details are as follows:  
 Alex Braddish (07827 985033)  
 email: Alex.Braddish@uk.lockton.com  
 Neil Want  
 email: neil.want@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 MIS Motorsport 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 MIS Motorsport and to ACU House, preferably by telephone/fax or email, within 24 hours.
- 2.5 Changes to the Civil Justice System came into effect on 26th April 1999 which impact on the claims procedures. They are designed to improve pre-action contact between the two parties, lead to a better exchange of information and put both parties in a position to settle cases quickly and fairly. Following an incident, organisers may receive a letter from a solicitor which should take the form of two copies of a "letter before action". Such letters should not be acknowledged but must immediately be sent to Lockton MIS Motorsport. Insurers will then have 21 days to acknowledge this letter followed by a period of 90 days to investigate the claim and make a decision on liability. Failure to meet these deadlines

can result in judgement by default with the attendant adverse penalties and costs accruing to the defendant.

- 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 MIS Motorsport.

### 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 £10m 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 MIS Motorsport 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

Features and Benefits	Significant exclusions and limitations
<b>Public Liability</b> You are covered for legal liability you may incur for injury caused to third parties and damage to their property.	Injury caused to any other participant 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
<b>Limit of indemnity</b> Premier cover £30,000,000 each and every claim Basic cover £10,000,000 each and every claim	
<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	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. Terrorism. Hospital Benefit is payable in a single payment after 14 days hospitalisation following an accident, within a 12 month period of the accident.
<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.	<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.

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.

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) Optional Arrangements**

The ACU Policy only provides a foundation under Premier cover and competitors requiring more than this limited cover can obtain additional benefits by paying a seasonal premium to the ACU. Full details and premiums charged are available from ACU or Lockton MIS Motorsport.

**(B) 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.

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

**(C) Youth Events**

Lockton MIS Motorsport are able to provide seasonal event Personal Accident Insurance, at competitive rates, to meet the specific needs of youth competitors.

**(D) 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.

**(E) Events with Foreign Competitors**

It should be noted that only ACU and SACU 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.

### COMPETITION OUTSIDE OF THE UK

When competing abroad it is a condition of the FIM/FIME Sporting Code that the Rider's own Federation – in our case the ACU – ensures that riders are insured for stated benefits. This requirement offers some safeguards to the event organiser in the event of having to deal with injured or incapacitated competitors, as well as offering some level of security to competitors.

### FIM INSURANCE COVER

Lockton MIS Motorsport have arranged on behalf of ACU Licence Holders a benefit package for riders competing in overseas events. Full details of cover and premium rates are available upon request from the ACU Rugby.

Your entry form must be sent via the ACU office at Rugby for endorsement for each event. It is advised that the entry form and insurance premium for each event should be sent to ACU House at least six weeks prior to the event.

ACU House requires a minimum of seven days notice in order to process your insurance and start permission document. Any requests not giving seven days notice may be surcharged £10 plus any costs of post, fax or telephone.

You must obtain an insurance document for each overseas event in which you ride, unless you take out a Full Seasonal Policy, which covers you for the whole year. The issuing of these documents does not guarantee an entry into, or acceptance into, any competition. The onus of eligibility remains the sole responsibility of the competitor.

A copy of your competition licence,

insurance documents and start permission should be presented to the event organiser. In some cases you may also be asked to produce your driving licence.

Speedway competitors riding abroad must obtain an 'Authority to Ride Abroad' form from the ACU. This is to be signed by the competitor, the competitor's promoter, and the BSPA and forwarded to the ACU with all the relevant papers to obtain start permission.

### NOTES:

- i) Youth Competitors should note the maximum payable on Death is limited to £7,500 by UK Statute.
- ii) If any rider intends to claim that he already has private personal accident insurance cover in place, which is equivalent to the FIM and FIME basic requirements, and wishes to contract out of the ACU arrangements, the rider must submit such private policies, with the current renewal receipt or confirmation, to the ACU at least 21 days before endorsement of his entry is required.
- iii) Riders are reminded that FIM/FIME/ACU Cover is NOT travel insurance. It covers the Competitor for the benefits listed only during official practice or competition.
- iv) All applicants for FIM/FIME International Licences must hold a current medical certificate.
- v) FIM Cover comes with 24 hour International Emergency Medical assistance (World Wide), and includes pre-travel advice, injury or illness consultation or second opinion facility and emergency message relay.

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
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

## 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. Green Cards are not a requirement for all insurers when travel is confined to the European Union and many insurance certificates now feature statements in other languages. Some insurers require only to be notified and will issue a standard accident report form.
- 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.

## OPTIONAL INSURANCE

In addition to the Personal Accident scheme already explained there are other schemes available to Clubs and Competitors, details of which can be obtained from Lockton MIS Motorsport.

## CLUBS

Now that public liability cover for ACU affiliated Clubs' social events is included in the ACU Master Liability Policy you may like Lockton MIS Motorsport to review your present cover.

Lockton MIS Motorsport has a scheme providing for the general insurances often needed by Clubs. Under this scheme buildings and contents, trophies, equipment, public and employers liability covers are available to complement the cover provided by the issue of an ACU permit.

## ACCIDENTAL DAMAGE TO MACHINES

Lockton MIS Motorsport have arranged a scheme to cover accidental damage, fire and theft (other than when being ridden) for off-road competition machines.

### Contact Address:

Lockton MIS Motorsport,  
10 South Parade,  
Leeds  
LS1 5QS  
Tel: 0113 3893666  
Fax: 0113 2051630  
neil.want@uk.lockton.com

An increasing number of foreign riders now compete in events run under ACU permits and this is to be encouraged, however serious problems can arise when a Rider is injured far from home and requires Repatriation. Traditionally this is provided by the Competitor's home FMN along with Personal Accident Insurance and Medical expenses to FIM levels. Evidence of such cover is contained in a "Start Permission" document provided by the Competitor's home FMN and is inspected by the Secretary of the Meeting at "sign-on" before the rider is allowed to compete. Times change and it is evident that with increasing freedom of movement between European Countries many riders do not obtain insurance or a "Start Permission" from their home FMN before

setting out for events run in England or Wales. Thus they are often uninsured and place a severe burden on the organising Club. A further point worthy of note is that Competitors with full FIM cover do not bring with them any Liability insurance to deal with an accident in the paddock, an “off” into the crowd or any other injury or damage caused through negligence, neither do they provide any PA benefits for Officials. This cover is of course provided by the ACU’s insurers but it is only right that Foreign riders pay their share of the premium in the same way as ACU Members.

**For avoidance of doubt, 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 and Grass Track: Competitors **with** a valid competition licence **and** a “Start Permission” from their home FMN or evidence of FIM insurance cover pay £3.00 per day for liability and PA benefits for Officials. Note: Competitors’ PA benefits and Repatriation expenses are not covered.
2. Road Race, Drag, Sprint and Hill Climb, Supermoto 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 without specific authorisation from the relevant discipline department.
3. Other events: Competitors **in possession of** a “Start Permission” from their home FMN or evidence of approved FIM insurance cover, pay £3.00 per day for liability and PA benefits for Officials.
4. Other events: Competitors from other member countries of the FIME competing in an ACU permitted event who are not in possession of a Start Permission must purchase insurance at a cost of £95.00. This sum comprises:  
 £15.00 one event licence in lieu of an ACU competition licence  
 £80.00 Personal Accident and Repatriation insurance for the competitor

**Notes:**

- (i) Repatriation is restricted to member countries of the FIME. Applications should be made to Lockton MIS Motorsport for countries outside the FIME.