

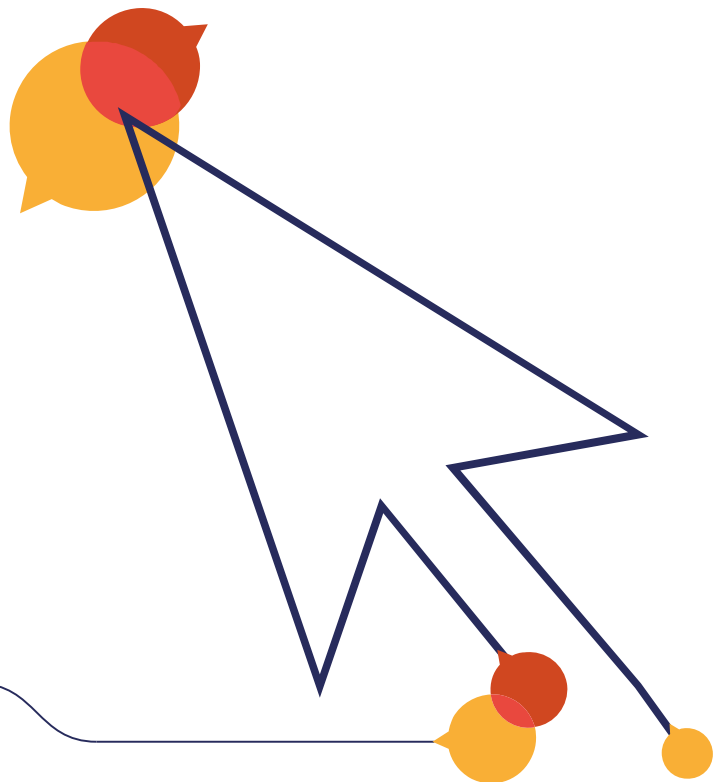
Rospa

**Advanced Drivers
and Riders**

Insurance Guide

1st June 2016 to 31st May 2017

Date: 16th March 2017



Insurance Guide

The information given in this document is only an outline of the cover provided. The policy documents provide full details of the policy cover, exclusions and conditions and are available on request.

All insurance queries and any potential claim incidents should in the first instance be referred to Amy Brant, RoSPA Advanced Driving and Riding Manager.

Telephone: 0121 248 2127

Email: abrant@rospa.com

Activities Covered for RoSPA Advanced Driving and Riding Insurance

RoSPA has arranged for specific insurance cover which is designed to cover activities that a voluntary association of people who have an interest in promoting the RoSPA Drivers and Riders driving or riding tests and would be expected to participate in.

In addition, this includes attendance at shows and exhibitions where individuals are looking to join RoSPA Advanced Driver and Rider Groups. If Group Ride Outs are training activities then coverage shall apply as described.

The below activities are **not** automatically covered and must be referred to RoSPA in advance.

- Off Road or Circuit Training
- Events held for the express purpose of Fundraising would need to obtain prior authorisation.
- Non training related activities

The policies arranged are legal contracts and full disclosure of accurate information is essential. Failure to fairly present information, where that failure is deliberate or reckless, or where the insurer would not have accepted the policy had they been told about a material fact or circumstance, may entitle the insurance company to treat the policy as if it had not existed and refuse to pay a claim. In other cases, the insurer may only pay part of the value of your claim or impose additional terms.

If you are unsure whether an activity that you are proposing will be covered or whether any changes to your business is material, please contact Amy Brant (abrant@rospa.com).

Bluefin Insurance Services Limited is able to offer advice regarding any additional cover that your Group may require.

Employers Liability Insurance

Definition of Employee

The term 'employee' doesn't only apply to people working under a contract of service or apprenticeship; it would extend to include anyone working under your direct control and supervision and therefore include:

- Labour master and persons supplied by him.
- Self-employed persons.
- Voluntary workers.
- Individual hired to or borrowed by the Policyholder.
- Person undertaking study or work experience with the Policyholder.

RoSPA therefore holds Employers Liability insurance to reflect the unique status of an organisation engaging volunteers promoting the RoSPA Drivers and Riders driving or riding tests.

Importantly, cover is limited to those 'employees' ordinarily resident in Great Britain, Northern Ireland, the Channel Islands and/or the Isle of Man. Local arrangements may need to be made for persons ordinarily resident outside of the aforementioned countries.

Cover

Employers Liability insurance will cover compensation, costs and expenses arising out of bodily injury and/or disease arising in the course of their employment by the business

Cover does not apply to damage to property and/or fines or penalties imposed on the organisation for breaching Health and Safety at Work Act 1974

Limit of Indemnity

£10,000,000 any one claim or series of claims arising out of one cause other than liability arising out of terrorism whereby a £5,000,000 sub-limit shall apply

Activities Insured

The business is automatically considered to include:

1. ownership, use and upkeep of your premises.
2. upkeep of vehicles and plant which are owned and used by you.
3. canteen, social, sports, educational and welfare organisations for the benefit of any employee.
4. Your first aid, fire, security and ambulance services.
5. Your participation in exhibitions.



Employers Liability Insurance - Continued

Groups Covered

The Insured title is extended to include the following groups:

- Ayrshire Advanced Drivers
- East Kilbride Advanced Drivers and Riders
- East Renfrewshire Advanced Drivers and Riders
- Edinburgh & Lothian Drivers & Riders
- Ayrshire Advanced Riders
- Cleveland Advanced Drivers and Riders
- East Riding of Yorkshire
- North East Advanced Drivers & Riders
- South Yorkshire Advanced Drivers
- North Yorkshire Advanced Riders
- West Yorkshire Advanced Drivers & Riders
- Tynedale Advanced Drivers & Riders
- Manchester Advanced Drivers & Riders
- Merseyside Advanced Drivers
- Merseyside & Lancashire Advanced Riders
- North Wales Advanced Drivers
- South West Wales Advanced Drivers & Riders (Swansea)
- South East Wales Advanced Riders
- Shropshire & Powys Advanced Riders
- Coventry Advanced Riders
- Gloucestershire Advanced Drivers & Riders
- Hereford Advanced Drivers & Riders
- Staffordshire Advanced Riders
- West Midlands Advanced Drivers
- West Midlands Advanced Riders
- Lichfield Advanced Riders
- Bedford Advanced Drivers
- Cambridgeshire Advanced Drivers & Riders
- Derby Advanced Riders
- East Midlands Advanced Drivers
- Leicester Advanced Drivers
- Lincolnshire Advanced Drivers & Riders
- Nene Valley Advanced Riders
- Norfolk & Norwich Advanced Drivers
- Northamptonshire Advanced Drivers
- Nottingham Foresters Advanced Drivers
- Suffolk Advanced Drivers & Riders
- Cornwall Advanced Drivers & Riders
- Devon & Somerset Advanced Riders
- Dorset Advanced Drivers & Riders
- North Devon Advanced Drivers & Riders
- Wiltshire Advanced Drivers & Riders
- South Devon Advanced Drivers
- Yeovil & District Advanced Drivers
- Essex Advanced Riders
- Hampshire Advanced Drivers & Riders
- Home Counties Advanced Riders
- Hampshire Advanced Drivers & Riders
- Home Counties South Advanced Drivers
- Isle of Wight Advanced Drivers & Riders
- Kent Advanced Drivers
- South East Essex Advanced Drivers
- North London & South Herts Advanced Drivers
- North Herts/South Beds Advanced Drivers & Riders
- Three Counties (T-CAD) Advanced Drivers
- Thames Valley Advanced Drivers & Riders
- SMART (Southern Advanced Rider Training)
- Sussex Advanced Drivers
- Suffolk Advanced Riders
- Northern Ireland Advanced Drivers & Riders
- RoSPA Irish Advanced Rider Training
- Munster Advanced Rider



Public & Products Liability

What is covered?

Legal liability to pay damages if the Group causes accidental bodily injury including death, illness, disease or nervous shock to any person or damages their property either in the course of its activities or as a result of products sold or supplied.

Legal liability for accidental damage to:

- a) hired or rented premises but excluding additional liability imposed by a hire or rental agreement
- b) Visitors vehicles or personal belongings that are in your custody and control unless loaned, leased or hired to you.

Legal defence costs arising from breach of the Consumer Protection Act 1987, Food Safety Act 1990 and Health and Safety legislation.

Limits of Indemnity

£10,000,000 any one event or series of events consequent on or attributable to one original cause other than:

- Liability in respect of Products Supplied, Pollution or Contamination whereby an aggregate limit shall apply.
- Liability arising out of Terrorism whereby a £5,000,000 sub-limit shall apply
- Proceedings brought under Section 13 of the Data Protection Act 1998 whereby a £1,000,000 aggregate sub-limit shall apply.

Excess

£250 each and every occurrence in respect of Property Damage only. RoSPA will meet this cost on behalf of the Group.

What is not covered?

Albeit not an exhaustive list, the policy shall not cover liability arising from:

- The ownership, possession or use of any motor vehicle, trailer or plant where compulsory insurance is required by road traffic legislation (see Motor Insurance section).
- Professional negligence claims (see Professional Indemnity section).
- Loss of or damage to third party property held in the custody and control of the insured.
- Contractual liability.
- Fines, damages and/or penalties.

Professional Indemnity

What is professional negligence

In English law, anyone who represents themselves as having more than average skills and abilities can be exposed to allegations of professional negligence. Such claims will arise when it is alleged that a financial loss was suffered and either:

1. Another experienced professional in the same field would have offered different advice, or
2. The professional failed to adhere to the common standards of practice in their field.

What is covered?

An indemnity is provided to RoSPA Advanced Drivers and Riders members, examiners, tutors, advanced tutors and the Committees of each Group against claims made during the period of insurance for actual or alleged negligent act, error or omission in the provision of RoSPA's advanced driving and riding techniques.

Claims Made Insurance

Professional Indemnity insurance is underwritten on a 'claims made' basis. This means that when a claim is received, it is the insurer in place who will respond rather than the insurer in place when the negligent act occurred.

Limit of Indemnity

£5,000,000 any one claim with costs and expenses being provided in addition to the limit.

Excess

Insurers will not pay the first £5,000 of any claim, however RoSPA will meet this cost on behalf of the Group.

Professional Indemnity Insurance Claims and Claims Circumstances Guide

Problems can arise in identifying what is a 'claim' or 'circumstance' and the example definitions below may assist.

- **'Claim'**. "Claim means a demand for, or an assertion of a right to, civil compensation or civil damages or an intimation of an intention to seek such compensation or damages".
- **'Circumstances'** "Circumstances means an incident, occurrence, fact, matter, act or omission which may give rise to a claim in respect of civil liability."

All Professional Indemnity policies incorporate conditions precedent to insurers' liability which impose a duty on the policyholder to notify insurers of:-

1. Any communication, whether in writing or oral, intimating a claim, or an intention to make a claim against you, arising from any professional neglect in the conduct of the policyholders business or for any loss which may be covered by the policy.
2. Any circumstances which may give rise to a claim against the policyholder.

Notification of a claim or circumstance should be made immediately and before expiry of the policy otherwise there is a substantial risk that insurers may refuse to indemnify the policyholder.

Quite simply, if you have to think about whether you should notify or not then notify.



Motor Insurance

Cover

RoSPA Advanced Drivers and Riders does not provide motor insurance cover. It is the responsibility of each individual regardless of membership category or status to have the correct level of motor insurance cover.

Events

Cover is not provided for a vehicle or a specific event involving the use of vehicles such as 'try drive', Where cover is provided by the Organiser of an event, the Group should request written evidence including the name and address of the Insurer, policy number and any limits that apply and must retain for the groups own purposes for future reference.

Training/Assessment Drives

The responsibility for compulsory road traffic insurance and for the vehicle itself rests with the owner/driver. It is recommended the RoSPA Advanced Drivers and Riders tutor inspects the individuals Certificate of Motor Insurance for validity purposes.

In the event of injury to a tutor/advanced tutor during a training/assessment drive, any claim for compensation must initially be directed either:

- a) if the driver being tutored/assessed was at fault, as a passenger liability claim to the motor insurer of the vehicle being used for the training drive
- b) if a third party was at fault, to their motor insurer.

Any claim received from a third party involved in a collision should be directed to the motor insurer of the owner/driver's vehicle.

Please note that individuals tutoring for RoSPA Advanced Drivers and Riders are covered under personal accident.



Personal Accident Insurance

Who is covered?

RoSPA Advanced Drivers and Riders Examiners, Tutors and Advanced Tutors

What is covered?

Accidental Bodily Injury resulting in death or disablement.

When are they covered?

Whilst undertaking occupational duties on behalf of The Royal Society for the Prevention of Accidents (RoSPA), RoSPA Enterprises Limited and/or RoSPA Advanced Drivers & Riders (RoADAR) including whilst commuting directly between place of residence and places of work on behalf of the Policyholder.

Benefits Payable

1. Death	£	100,000
2. Loss of one eye or one limb	£	100,000
3. Loss of both eyes or two or more limbs, or loss of one eye and one limb	£	100,000
4. Loss of speech	£	100,000
5. Loss of hearing in both hears	£	100,000
6. Loss of hearing in one ear	£	25,000
7. Permanent Total Disablement from usual occupation	£	100,000
8. Temporary Total Disablement from engaging in usual occupation Benefit period 104 weeks	£	50 per week
9. Medical Expenses incurred in connection with a claim under these Benefits (subject to limits and restrictions)		

Please note that the benefits are payable to the Society and limits may apply to persons over the age of 75

What is not covered?

- Death or disability occurring more than 24 months after the accident.
- War or Terrorism involving a nuclear, chemical or biological incident.
- Sickness or disease, which is not the direct result of bodily injury.
- Intentional self-injury and suicide or attempted suicide.
- Travel Insurance



Business Equipment

Insurance cover shall only apply to loss of or damage to equipment loaned to groups by RoSPA

Cover is not provided for Building, Contents or Equipment operated by individual groups and they should make their own arrangements for suitable insurance cover.

Claims

Please notify Amy Brant, RoSPA Advanced Driving and Riding Manager at RoSPA, immediately of any incident that may give rise to a claim.

Amy Brant
RoSPA Advanced Driving and Riding Manager
RoSPA
28 Calthorpe Road
Edgbaston
Birmingham
B15 1RP

Telephone 0121 248 2127
Email abrant@rospa.com

You will be given help with how to proceed and forwarded a claim form, if appropriate



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