

## THIRD PARTY LIABILITY INSURANCE for CLUBS & TEAMS

This insurance cover is arranged for 'non-profit making' clubs and teams. Club Secretaries are reminded that 'commercially named' clubs and teams must ensure that they operate on a non-profit making basis and are financially independent of any commercial businesses that may provide support to them. Clubs or teams operating as a commercial business are required to make separate arrangements for commercial liability cover and should contact headquarters for assistance.

All Clubs, Teams and Associations in England other than school clubs are automatically covered for Public Liability Insurance, with an indemnity limit of **£10,000,000** upon payment of the Club Affiliation Fee to British Cycling. Clubs in Scotland and Wales and school clubs are provided with the same cover upon payment of the appropriate Club Registration fee. (Current Policy Ref. : 43UKC18281 Insurer : ACE Insurance S.A. - N.V. )

Full details of the liability insurance policy cover can be found on the British Cycling website. The policy indemnifies the club / team in respect of its **legal liability for accidental loss or damage to third party property or accidental bodily injury or death to third party persons**. Subject to the normal terms and conditions of the Insurer's standard Public Liability Insurance Policy, it indemnifies :

1. **The club** against claims brought by non-members and invitees;
2. **Officials of the club** who act on the club's specific instructions during their term of office, against claims, as follows :
  - (a) Actions brought by non-members who have been invited (prior to possible membership) to take part in the Club's activities, for example, club runs, social activities etc., for injuries sustained and damage to third party property, sustained during participation.
  - (b) Actions brought against the club or its elected officials who have carried out the club's instructions, including the hire, rent or loan of premises, at the instructions of the club committee. Such instructions should in all cases comply with the decision given by the club committee.
3. **Individuals** who have been invited to participate in club activities as invitees with a view to joining the club and are not already covered by any other Insurance.

*The following activities and persons are **excluded** from the club's insurance cover :*

- i) Competitive Events – i.e. formally organised Road Races, Circuit Races, Time Trials\*, Track Meetings, Mountain Bike Downhill, Mountain Bike Cross Country, Mountain Bike Four Cross, Bike Trials, BMX, Cycle Speedway and Cyclo-Cross events and timed personal and team challenge events in any of the above disciplines. Insurance cover for the organisers of Time Trials held under the auspices of Cycling Time Trials is provided by the Road Time Trials Council. (see below)
- ii) Non-Competitive Events – i.e. formally organised social, charity & fundraising type events, reliability rides, personal challenge endurance type events, Mountain Bike Downhill practice events with 'uplift' transportation. (see below)
- iii) Individual Club Members (as opposed to club officials) are not covered unless they themselves are Silver or Gold members of British Cycling with personal liability insurance cover.
- iv) Activities not regulated by British Cycling – a club and its officials and event promoters are not covered for cycling activities that involve any variant or discipline of cycling that is not formally endorsed and regulated by the British Cycling Federation.
- v) Activities utilising facilities where an appropriate risk assessment has not been carried out and / or the findings and recommendations have not been implemented by the appropriate people.
- vi) Any off road activity that takes place on or around artificially constructed timber structures, with the exception of bridges / causeways / ramps and the like which exist to span natural features or obstructions, and which exist as part of trails, paths or roadways.

Note : \* Clubs affiliated to Scottish Cycling are provided with insurance cover for 'club confined' time trials - conditions apply.

## THIRD PARTY LIABILITY INSURANCE for EVENTS

Insurance cover for events being promoted under the auspices of British Cycling and operating under British Cycling rules and regulations is provided upon receipt of a completed Event Registration form and payment of all applicable fees.

**All Event Registration forms must be completed and signed by the event organiser. All Event Registration & Division Permit fees (where applicable and as required by British Cycling Technical Regulations) must be paid in advance and all rider levies must be paid within 7 days of the event.**

The cover provided indemnifies the club, the promoter, other officers of the club, the event officials, the event's participants and the owning authority of any circuit or land that may have been hired, against claims for accidental bodily injury, death or property damage from a Third Party caused as a result of negligence.

Track Meeting Promoters should note that the standard event liability insurance allows the use of derny or pacing motors. Motors are limited, however, to a maximum of 125cc and all Motor Pacers must hold a valid and appropriate British Cycling Motor Pacing licence. Drivers of motor pacing machines over 125cc must apply to British Cycling headquarters for insurance cover.