

## **Guide to the Insurance Cover**

**provided for**

# **RoADAR**

**(RoSPA Advanced Drivers and Riders)**

**Applicable from 1<sup>st</sup> June 2009 to 31<sup>st</sup> May 2010**

This document is a guide only and has been produced in plain English, avoiding technical terminology where possible, for ease of understanding. 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 from Bluefin Insurance Services Limited on request.

**Prepared by:** Bluefin Insurance Services Limited  
**Telephone:** 0121 456 1460  
**Fax:** 0121 456 1464  
**Web:** [www.bluefingroup.co.uk](http://www.bluefingroup.co.uk)



## Activities Covered by Your 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 Royal Society for the Prevention of Accidents Advanced Drivers and Riders driving or riding tests would be expected to participate in.

In addition, this includes attendance at shows and exhibitions.

Certain activities are not automatically covered and must be referred to Bluefin in advance.

1. Off Road or Circuit Training.
2. Fundraising activities since this is outside RoADAR Policy.

The policies arranged are legal contracts and the Insurers must be advised of any facts that increase the risk. 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 Bluefin Insurance Services Limited.

For the purpose of this guide Employers Liability Cover is not provided for RoADAR.

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

## Claims

Please notify Bluefin Insurance Services Limited, immediately, of any incident that may give rise to a claim.

Bluefin Insurance Services Limited  
Fifty4 Hagley Road  
Edgbaston Road  
Birmingham  
B16 8PE

Telephone 0121 456 1460  
Fax 0121 456 1464

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



## Professional Risks

### **What is covered?**

An indemnity is provided to RoADAR or any director, member or employee against claims made during the period of insurance for any actual or alleged negligent act, error or omission by RoADAR or any director, member or employee in the provision of RoSPA's advanced driving and riding techniques.

### **Limit of Indemnity**

£5,000,000 inclusive of costs and expenses for any one occurrence and in total during any period of insurance.

### **Where Cover Applies/Jurisdiction**

Worldwide excluding claims bought in the USA/Canada.

### **Excess**

Insurers will not pay the first £2,500 of any claim however, RoSPA will meet this cost on behalf of the Group.

### **What is not covered?**

- Claims arising from a cause where cover is provided under another policy within RoADAR's arrangements.
- Contractual liability resulting from any agreement into where liability exceeds RoADAR's liability had such an agreement not existed.
- Indemnity will not be provided to a person committing or condoning a dishonest, fraudulent, criminal or malicious act or omission.
- Any fire, penalty or non-compensatory damages.

## 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 other than an Employee 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) employees and 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

Public Liability                    £10,000,000 any one occurrence, unlimited in any period of insurance.

Products Liability                £10,000,000 any one occurrence and for the total claims made under the policy during any one period of insurance.

The policy will usually allow the claimant's costs and expenses in addition to the Limit of Liability (other than for pollution and products to which a single aggregate policy limit including defence costs apply).

### Where Cover Applies/Jurisdiction

Worldwide excluding claims bought in the USA/Canada.

### Excess

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

### What is not covered?

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).
- Error, omission or neglect arising from any advice given (see Professional Risks section).
- Arising from loss of or damage to Buildings or other Property you own or are responsible for and for which separate cover should be arranged.
- Injury sustained in connection any offshore accommodation, exploration, drilling or production rig or platform or support vessel.
- Arising from contractual liability or recall of any products.
- Fines, damages and penalties.



## Motor Insurance

### What is covered?

RoSPA has a Motor Fleet policy that provides Comprehensive cover for any private car owned by or hired or leased or loaned to them for business purposes.

The policy includes legal liability for death or bodily injury to third parties for an unlimited amount and for damage to third party property up to a maximum of £50,000,000.

Any requests for cover for vehicles owned by or hired or leased or loaned to RoADAR groups should be made to RoADAR Headquarters in advance.

### Events

If cover is required for a vehicle or a specific event involving the use of vehicles such as 'try drive', where cover is not being provided by the Organiser, full details must be provided to RoADAR headquarters in advance.

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.

### Training/Assessment Drives

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

In the event of injury to a 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 however, in the event that there is no cover in place, the third party section of the motor fleet policy will respond. In these circumstances, the indemnity provided will include legal defence costs.

Please note cover only applies in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands. There is no cover outside these specified areas.



## Personal Accident Insurance

### Who is covered?

RoADAR Instructors, Examiners and Promoters up to age 80.

### What is covered?

Accidental Bodily Injury resulting in death or disablement irrespective of negligence.

### When are they covered?

While you are carrying out your official duties.

At any time while you are on a RoSPA premises to carry out your official duties.

While you are travelling between your place of residence and place of work.

While you are travelling between your places of work where the travel is at the expense of RoSPA.

Cover only applied under each section when carrying out work for RoADAR.

### 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.

### 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, any naturally occurring condition or degenerative process.
- Intentional self-injury and suicide or attempted suicide.
- Travel Insurance.

## Equipment

### **What is covered?**

Accidental loss or destruction of, or damage to RoSPA's property (excluding computer equipment) in the control of RoADAR Groups.

### **Sum Insured**

£2,019 per location.

### **Where is it covered?**

Anywhere in the UK including in transit.

### **Excess**

Insurers will not pay the first £50 of any claim. This cost will be met by RoSPA.

### **What is not covered?**

- Property owned by the RoADAR Group or their members. Please contact Bluefin if cover is required.
- Damage to moveable property in the open by wind, rain, hail, sleet, snow, flood or dust.
- Unexplained disappearance or inventory shortage.
- Gradual deterioration or wear and tear, corrosion, rot, dampness, scratching, vermin, insects, mould or fungus.
- Theft which does not involve forcible and violent entry into or exit from a building or from yards, open sided buildings, compounds or other open spaces.
- Theft by any person lawfully on the premises.
- Theft or attempted theft from an unattended vehicle.