

Legal & Insurance Benefits

for Members, Clubs & Events



MEMBERS

Reporting Cycling Incidents to the Members' INCIDENT HELPLINE

Most incidents reported to the British Cycling Incident Helpline involve members who have either sustained injury or who have sustained damage to their bicycle or other property as a result of a road traffic incident. In most cases incidents arise through the negligence of the driver of a motor vehicle but a small number involve defects to the public highway. Invariably both result in damage to members' bicycles and more often than not personal injury.

The **Members' Incident Helpline** offers legal and insurance assistance to members who have been involved in an incident whilst riding or wheeling their bike and where appropriate will arrange advice and representation from professional personal injury lawyers experienced in handling legal actions on behalf of cyclists.

British Cycling's lawyers are recognised leading experts in personal injury litigation and in acting for sports men and women. Whether you have suffered a catastrophic injury or simple damage to your bicycle, you will receive a personal, first class legal service to deliver your compensation.

- you will not be asked to purchase an insurance policy to indemnify you against a Defendant's legal costs in the event of an unsuccessful claim
- you will not be asked to purchase an insurance policy to cover legal disbursements
- you will not be asked to personally fund any legal disbursements
- you will keep all of your compensation

Your membership details and a brief description of the incident will be taken over the telephone and a report sent immediately to our appointed solicitors and / or insurers. If you would like to receive the support of British Cycling's solicitors you must report the incident to the Incident Helpline within 12 months of the incident.

An **Accident Information Form** will then be sent to you within 24 hours of reporting the incident, which you should complete and return without delay. The form that you receive will be used by both insurers and solicitors, as there are often disputes about liability after the event.



If you are involved in a cycling incident contact the Incident Helpline straight away on :

0161 274 2015

Legal Assistance for Members NOT AT FAULT



If you are a Silver or a Gold member, a resident of the UK and believe that the incident was **NOT YOUR FAULT** our solicitors will assess whether or not there are reasonable prospects of succeeding with a legal action against a third party. If our appointed solicitors are satisfied that there are **reasonable prospects of success** a claim can be pursued on your behalf. It is important that members appreciate that all decisions on a claim's prospects of success and the pursuit and support of a legal action against a third party rest with British Cycling and it's appointed solicitors and that their decisions will be final.

It is important to note, however, that British Cycling has an absolute discretion to provide or withdraw Legal Assistance in any particular case and shall be entitled to do so where, for example, our appointed Solicitors advise that the case no longer has a better prospect of success than failure.

Where legal support is provided it is also important to note that British Cycling reserves the right to withdraw funding in circumstances where a member does not adhere to the advice given by our solicitors or co-operate with them in progressing a claim. Upon registering your claim you will receive full details of British Cycling's undertaking to meet your potential legal costs liabilities.

British Cycling are approved as a prescribed Membership Organisation for the purposes of Section 30 of the Access to Justice Act 1999. Full details of British Cycling's undertaking to members in respect of legal costs are available in writing upon request and are accessible on the British Cycling website at : www.britishcycling.org.uk

Please note that British Cycling reserves the right to withdraw funding at any time in circumstances to include, but are not limited to, where in the opinion of British Cycling and its Solicitors :

- there are **no longer reasonable prospects** of succeeding in your claim
- you have **failed to instruct, co-operate or agree** to prosecute your claim for compensation.
- you have **not adhered to advice** given by our solicitors
- you have **sought to deliberately mislead** either British Cycling or its solicitors in any material particular to your claim
- you have **given information or evidence which you know to be incorrect or misleading** or that
- you have **acted in any way or manner which**, in our or our Solicitor's view, **could be regarded as fraudulent or dishonest.**

Unfortunately, the British Cycling Incident Helpline and British Cycling's solicitors will not support a legal action:

- **against another rider whilst cycle racing in a competitive event or whilst training**
- **against a race official** of a British Cycling sanctioned event
- **against another member**
- **against a member of one's immediate family**
- involving **product liability issues**
- where there is a **conflict of interest** between a member and British Cycling

Members will be indemnified in relation to the cost of legal advice and assistance subject to the above-mentioned exclusions. **(Please Note : Bronze members are not entitled to any legal assistance or insurance benefits).** Cases will be referred to our panel Solicitors and no payment is made by our solicitors in respect of the referral of any case. Under the Compensation (Exemptions) Order 2006 British Cycling is exempt from authorisation by the regulator under section 4 (1) of the Compensation Act 2006.

Time limits for making a claim against a third party

Most of our members report incidents to the Incident Helpline immediately, and it is important that this step is not delayed. As a general point, the statutory time limit for bringing a claim for damages for personal injuries is 3 years from the date of the incident. For cases involving property damage only, the limit is 6 years. It will be appreciated that the sooner the matter is reported, the sooner it can be dealt with, particularly if witnesses need to be traced and interviewed. All too often a case can be prejudiced

because of the failure to obtain at the outset, basic information regarding the incident, the location and the witnesses. If you are under the age of 18 then the time limit is extended to 3 years from the date of your 18th birthday. However it is very important that you progress your claim through your parent or legal guardian as quickly as possible so get them to report the matter to the Incident Helpline for you immediately.

Liability Insurance for members AT FAULT

Third Party (Public) Liability Insurance is provided by British Cycling's insurers to Silver and Gold members who are normally resident in the United Kingdom and find themselves wholly or partly responsible for an incident whilst riding or wheeling their cycle.

If you are involved in an incident that was (or is alleged to have been) **your fault** or **partly your fault** your insurance cover indemnifies you in respect of a successful third party claim made against you to a limit of £10 million and you will not be liable for the payment of any insurance 'excess'. This essential member insurance covers non-competitive, social, leisure and utility cycling and also competitive cycling in events held under the auspices of British Cycling.

Silver and Gold members are also covered whilst participating in competitive events held under the auspices of other cycling organisations whose rules and regulations (including Event Safety Guidelines) are acceptable to British Cycling.

Motor Pacers holding Silver or Gold membership and a valid and appropriate British Cycling Motor Pacing licence are also covered whilst driving deryn or pacing motors up to a maximum of 125cc. Drivers of motor pacing machines over 125cc must apply to British Cycling headquarters for insurance cover.

The following organisations* promote competitive events under rules and regulations (including Event Safety Guidelines) that are acceptable to British Cycling :

- **Scottish Cyclists' Union**
- **Welsh Cycling Union**
- **Northern Ireland Cycling Federation**
- **Cycling Time Trials (CTT)**
- **WCRA (Womens Cycle Racing Association)**
- **BSCA (British Schools Cycling Association)**
- **BUSA (British Universities Sports Assoc.)**
- **UCI affiliated National Governing Bodies**

* as at 1/4/07

Members wishing to check whether or not their individual insurance cover extends to a competitive event held under the auspices of another cycling organisation should contact Membership Services on **0161 274 2010**.

Other Cycling Organisations

Before participating in competitive events organised by other cycling organisations members are strongly advised to consult the event organiser with regard to the existence and extent of liability insurance cover provided for all riders and officials. Whilst members may be covered under the organiser's insurance arrangements they should be aware that some cycling organisations and promoters of competitive cycling events provide a significantly lower level of indemnity for their riders and officials and also that, where the member is at fault or partly at fault for a cycling incident, the member may be required to pay a substantial 'excess'.

Members are also reminded that some cycling organisations may only arrange 'contingent' liability insurance cover for their event, which means that their policy will only provide cover in the absence of any other insurance policy. Under these circumstances any other insurance cover that the member or participant may have will be at risk.

British Cycling's member liability insurance is arranged on a 'primary specific' basis - which means that a claim will not be referred to any other insurance policy that our members may have. **

It is important to note that the insurance covers your legal liability and legal costs and expenses **in the event of negligence** only and does not cover deliberate acts. Exclusions include : business use and the following 'member to member' claims :

- One competitor against another in a cycle race or time trial
- Any liability directly or indirectly caused to a Member's immediate family arising from either social or competitive cycling events
- Claims against members who are not resident in Great Britain, Northern Ireland, the Isle of Man, or the Channel Islands

** members travelling to the USA or Canada must have appropriate travel insurance



Incident Checklist

If possible, you should have made a record of the time and place of the incident and details of any other vehicle(s)/property or person(s) involved. You should not have any discussion with the other party with regard to liability.

You may, however, provide details of British Cycling's insurance department :

Insurance Department,
British Cycling Federation, National Cycling Centre,
Stuart Street, Manchester M11 4DQ
Tel : 0870 871 2000 Fax : 0870 871 2001

Always make sure you obtain :

- Third Party driver contact details, including registration number and insurance details
- Contact details for all witnesses
- Witness accounts
- Details of the incident location to include photos of the incident location or highway defect

We recommend that all incidents are reported to the police immediately. Insurance particulars should be obtained from the motorist at the very earliest opportunity. If a motorist fails to provide this information or you have any concerns that the information given to you is incorrect or incomplete, you should also report this to the police immediately.

Personal Accident Insurance

Personal Accident insurance cover is provided for all **Gold** members aged between 5 and 75 years of age. This is an additional form of insurance cover providing death, permanent disability and hospital benefits.

- **Gold** members - are covered for non-competitive, social, leisure and utility cycling and also competitive cycling in events held under the auspices of British Cycling. Gold members are also covered whilst participating in competitive events held under the auspices of other cycling organisations whose rules and regulations (including Event Safety Guidelines) are acceptable to British Cycling. (Cover includes direct travel to and from any venue for the purposes of participating in an approved event.)
- **Silver & Bronze** members - do not benefit from personal accident insurance.

Benefits:

- Permanent disability - £50,000
- Total and Irrecoverable loss of sight of one or both eyes - £50,000
- Loss of one or both limbs - £50,000
- Total and permanent loss of hearing in one ear - £12,500
- Total and permanent loss of hearing in both ears - £50,000
- Total and permanent loss of speech - £50,000
- Death - £7,500 (£5,000 for under 16 and 71 - 75 years old)
- Hospital cash benefit - £25 for each complete 24 hour period up to a maximum £750.

Whilst we are unable to provide this additional cover to members aged over 75 years and under 5 years, it is very important to remember that **members' LIABILITY insurance cover is still provided to ALL Gold and Silver members without age restriction.**

'Road Rage'

It is now a fact of life that cyclists may find themselves the victims of "road rage" or similar attacks.

As Police proceedings may follow, most usually for dangerous driving, assault and criminal damage the Police must be contacted at the scene, or as soon as practical thereafter, so that the matter is reported and full particulars of witnesses obtained.

If a criminal prosecution is successful, Magistrates will usually order the driver to pay compensation to



Conditions:

- Permanent disability defined as "any and every" occupation
- Includes use of power cycles (not registered for road use) or dernys
- Excludes :
 - professional cycling
 - occupational use, tool of trade
 - temporary or partial disablement
- Age limit: 5 to 75 year olds
- Benefits limited to £5,000 max. for members aged 71-75 yrs.
- Geographical limit - worldwide subject to a maximum of 21-days outside UK all claims to be reported within 5 working days and independent evidence required that the cycle has been involved in an accident.

the cyclist, although in some instances this payment is actually insufficient. In this case it is still possible to pursue the assailant further for the correct level of damages, in the Civil Courts, although credit in any subsequent civil proceedings will be given for any award made by a Magistrates Court. The assailant will not be insured in respect of such attacks, so recovery of any award that may be made could prove difficult. Claims may also be made through the Criminal Injuries Compensation Authority that makes payment on a tariff basis to victims of crimes of violence.

Incidents involving Uninsured or Untraced Motor Vehicles

In most road traffic incidents members are able to obtain vehicle registration numbers, names and addresses and insurance details of the Third Party involved. If, however, you are badly injured you may not be in a position to obtain such information and may be reliant upon the services of the Police to obtain the relevant contact details.

Unfortunately, vehicles involved in a road traffic incident sometimes fail to stop and/or are uninsured. If the motorist is untraced then there is obviously no identifiable third party against whom damages can be claimed. Thankfully, under an agreement with the Minister of Transport, the Motor Insurers Bureau (MIB) has been set up to handle situations where the negligent Third Party is either untraced or uninsured. An application can be made to the Motor Insurers Bureau for compensation for personal injuries and losses sustained.

Whether your incident was caused by an untraced or uninsured motorist, any claim for property damage

such as damage to your bicycle will be subject to an excess of £300.

It is vital to report your incident to the police immediately, since the MIB can refuse to consider your claim if you fail to do so. In the case of untraced motorists, the incident must be reported to the police within 5 days and your claim made within 9 months. If you have been injured you must report the accident within 14 days or as soon as reasonably practicable, and if you have any concerns at all about the validity of a motorist's insurance cover then again, you must put the police on notice immediately.

The MIB undertake their own investigations with regard to the issue of liability and consider documentary evidence provided to support the value of the claim to include obtaining medical evidence if you have suffered injuries. The MIB will then decide whether an award is appropriate.

Incidents Caused By Road Defects

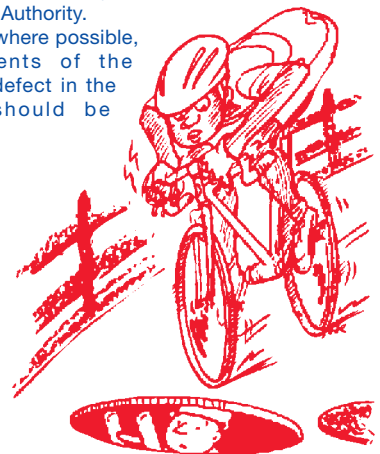
Some cases involve incidents that have occurred along a highway, as a result of a bicycle wheel hitting a pothole or other defect in the road. In these cases there is clearly no Third Party involved, and there are unlikely to be independent witnesses to the incident itself.

The Highways Act 1980 imposes upon a Highway Authority a duty to maintain a public highway. The fact that an incident has occurred owing to the poor condition of the highway might, at first glance, be thought to be sufficient evidence to prove that the Local Authority were negligent for failing to maintain the highway in a good condition. However, it is very important to be aware that the Courts have been careful to qualify liability to prevent Local Authorities from effectively being the insurer of all highways users who suffer incidents from minor defects.

In fact, a statutory defence is available to a highway authority if it can be proved that the authority has taken all reasonable steps to maintain the highway to the standard necessary to accommodate the ordinary traffic that passes along it.

Photographic evidence of the defect is crucial, as it is common for defects to be repaired once an incident has been reported, leaving no evidence of the defect should liability be disputed by the Local Authority.

In addition, where possible, measurements of the pothole or defect in the highway should be obtained.



Cycling Incidents Abroad

Although our solicitors give advice in respect of incidents abroad we are unable to fund and do not actively pursue claims against third parties in these circumstances. In this instance members are advised to obtain adequate travel insurance with legal expenses cover.



Travel Insurance

Comprehensive travel insurance is available for trips of up to 6 months or alternatively an annual policy. Cover includes all non-hazardous holiday activities and can be extended to include all forms of cycling, including racing. Europe assistance and legal expenses cover is included. Premiums vary according to geographic location and the duration of your trip.

You can buy cover on-line at:
www.policydirect.co.uk/bcf/bcquote.htm

Or contact
Capital & County Insurance Associates on:
01795 411725

Insurance for Coaches

Silver and Gold members who hold either a valid British Cycling Coaching qualification and/or a British Cycling approved leadership qualification together with a first aid certificate receive an extended benefit of **Professional Indemnity** insurance with an indemnity limit of **£5,000,000**. Cover is extended to include coaching and leading

activity that is carried out on a commercial basis in which the coach or leader operates as a sole trader or business. Note : holders of the Activity Coach Award for Teachers and 'Candidate' Coaches do not benefit from this insurance cover. Qualifying Coaches are also provided with **Public Liability** insurance with an indemnity limit of **£10,000,000**.

Cycle Insurance

BC Bike Insurance is a specialist cycle insurance policy **exclusively for British Cycling members**, featuring a wide range of benefits - priced to offer you great value cover.

The policies offers a number of options, you choose what suits your riding so you get the cover you need and actually save money by only paying for options you'll use. Have a look at the website www.bcbikeinsurance.co.uk for more information, instant quotes and instant online cover.

Why buy a specialist policy?

Many people overlook the need for specialist bicycle insurance, relying on their home contents policies to insure their bike. However many home contents policies will cover bicycles over a certain value or if they are taken away from the home...particularly if you cycle abroad. It should be of particular interest to British Cycling members that if you participate in competitive cycling events, a home contents policy and even some bicycle insurances policies will not extend cover to this.

A specialist policy like BC Bike Insurance can be a more cost effective way of ensuring that your bike is thoroughly insured.

What does BC Bike Insurance provide?

- Covers bikes up to £5,000 against **Theft, Loss and accidental damage**
- Replacement is on a new for old basis for bicycles up to 3 years old (older cycles are subject to depreciation)
- **Bicycle hire included** - until items are replaced or repaired (subject to an approved claim)
- **No excess** as standard
- Choice of area covered:
 - UK only
 - EU for 90 days (30 day maximum trip)
 - Worldwide (45 day maximum trip)
- Other riders option
- Racing option
- Multibike **discount of up to 15%**

Around 500,000 bicycles are stolen each year which means there is approximately a 1 in 8 chance of it being you that is a victim of cycle theft. BC Bike Insurance premiums start from just £3.78 a month, get a quote or instant cover at:

www.bcbikeinsurance.co.uk

Or Call:

02476 851099



Top ten tips to reduce bicycle theft

Here are some useful tips to help prevent the theft of a bicycle.

1. Always lock your bike through the frame and wheels -many cyclists just lock the crossbar.
2. Try to use 2 different lock types - a D lock and a chain lock for instance as it's unlikely that thief will have tools to break both types.
3. Always lock your bike to an immovable object and ensure that the object is sufficiently high enough to prevent the lock and bike being lifted over and free of it. Signposts are a classic example where this can be done.
4. Ensure that any lock you use does not touch the ground. Thieves can use the ground as a base to chisel or hammer their way through the lock.
5. Similarly try to use your lock so that there is very little slack, that way a thief will not be able to use a lever to break the lock.
6. Spend about 10%-20% of the value of your bicycle on each lock you use, if you buy BC Bike Insurance, you'll need to use a lock from the "approved lock list".
7. If possible, store the bike in your home.
8. If you use your bicycle for commuting, try to vary where you lock it so that thieves are less able to specifically target your bike.
9. Replace any quick release skewers with locking skewers to prevent wheel theft.
10. Lastly always lock your bike - even if you only intend to leave it for a few minutes. Remember, even if you are 'keeping your eye on it'. A thief on a bike is going to be much faster than an owner in pursuit!

As a general rule, always keep any receipts relating to the purchase of your bike, store the frame number (if it has one) and keep a photo of you with your bike. Whilst this won't prevent against theft, it will help any claim you make, if you are unfortunate enough to have your bicycle stolen.

CLUBS: Liability Insurance

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 fee.

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 (a copy of which can be provided on request), 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 club 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.

Note : The use of derny or pacing motors for training purposes is also covered - 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.

The following activities and persons are **excluded** from the club / team 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 'Event Insurance')
- 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 'Event Insurance')
- 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 upon payment of the appropriate fee - conditions apply.

EVENTS: Liability Insurance

For the protection of members and all those involved in the management of registered and insured cycling events, British Cycling provides through its public liability insurance policy, an indemnity, limited to **£10,000,000** for legal liabilities arising from claims made against an event organiser, official or participant that involves either bodily injury or property damage to a third party.

All events promoted under the auspices of British Cycling are provided with this cover upon receipt of a properly completed Event Registration form and the payment of all appropriate fees. Cover can also be provided for non-competitive events such as social, reliability, challenge and sportif rides.

In the unlikely event that a claim is directed at a race official 'as an individual', rather than as a representative of an event, then British Cycling also provide to that individual the benefit of 'Directors & Officers Liability' insurance which provides indemnity against 'wrongful acts' committed by 'individuals' acting on behalf of an event held under the auspices of British Cycling.

Notes:

1. *'wrongful act' shall mean any actual or alleged breach of trust, breach of duty, neglect, error, misstatement, misleading statement, omission, breach of warranty of authority or other act wrongfully committed or attempted by the Official in the course of performing his duties as an Official.*
2. *Track Meeting Promoters should note that the standard event liability insurance allows the use of deryn 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.*

Motor Vehicle Insurance for Road Event Officials

Occasional motor vehicle insurance is available to members who organise road events or perform a key role as a designated road event official. This insurance cover forms an extension to British Cycling's motor fleet policy and has been arranged for the benefit of organisers and key officials that are unable to find cover for their activities under their own personal motor vehicle insurance. It is **for members using their own vehicle and is for the duration of a road event only**. For the purpose of this insurance cover 'the duration of the event' is defined as meaning from the start of a race until the end of a race and does not include the use of the vehicle between stages.

Members wishing to receive the benefit of motor vehicle insurance whilst using their own vehicles must provide vehicle and personal details to the organiser in advance of the event. In order to effect this cover the organiser must submit vehicle insurance requirements to British Cycling headquarters on an official registration form in advance of the event and certain conditions apply:

all drivers must be members of British Cycling; be aged 21 years or over; and be the named and 'normally insured' driver of the vehicle. (Note: Motorcycle marshals must be members of the National Escort Group, be Part 3 qualified and be at least 25 years of age).

This special extension to British Cycling's motor vehicle insurance arrangements is 'comprehensive' (i.e. not 'third party') **in the event of a road traffic incident only** and does not provide insurance cover for property or vehicle damage claims arising from the use of radio and other event equipment and the policy does carry an 'excess' that will be paid by the Federation in the event of a claim.

Important:

The provision of motor vehicle insurance cover to nominated event officials is conditional and responsibility for compliance rests with the individual driver. Responsibility for registering an event's vehicle insurance requirements rests with the event organiser.



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All information contained within this leaflet is correct at the time of publication and may be subject to change without prior notification.

