

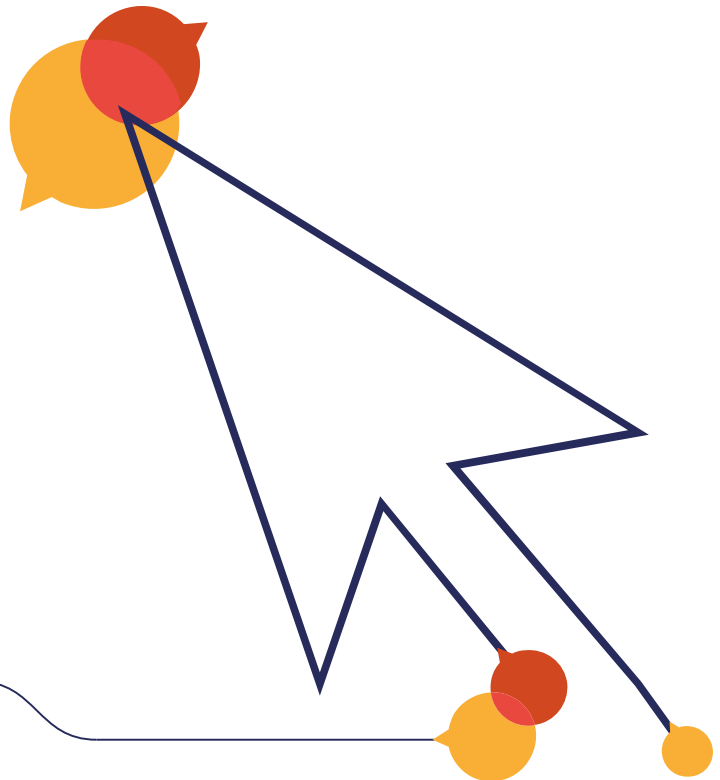
R^oSPA

**Advanced Drivers
and Riders**

Insurance Guide

1st June 2018 to 31st May 2019

Date: June, 2018



RoSPA Advanced Driving and Riding Insurance

Insurance has been arranged to cover the aims of RoSPA Advanced Drivers and Riders, which are ***“to improve road safety and reduce road crashes and casualties by improving the driving and motorcycling knowledge, attitudes, skills and standards of the public by helping individuals to pass RoSPA’s Advanced Driving and/or Advanced Motorcycling Tests”***

These insurance policies are legal contracts so full disclosure of accurate information is essential because non disclosure and/or misrepresentation of information could result in the insurance company remedying their position - in the event of a claim - as follows:

- If the insurer would not have accepted the risk, then it can cancel the policy from inception, refuse to pay all claims but must return the premium
- If the insurer would have accepted the risk but on different terms, the policy is treated as if those different terms had been applied
- If the insurer would have charged a higher premium, it can proportionately reduce the amount it pays on a claim

The information given within this document is by no means exhaustive; if you are unsure whether an activity will be covered and/or whether any changes to your business are ‘material then please contact Amy Brant, RoSPA Advanced Driving and Riding Manager.

Bluefin Insurance Services Limited are also able to offer advice regarding any additional cover that your Group may require; please contact Peter McGowan (peter.mcgowan2@bluefingroup.co.uk) for more information.

Telephone: 0121 248 2127

Email: abrant@rospa.com

Glossary

The insurance industry is littered with jargon. This is non exhaustive list which aims to explain some key words and phrases.

Claims Made Policy	A policy which only pays claims which are notified to the insurer during a specified period. Professional Indemnity insurance is an example of insurance which operates on a claims made basis.
Civil Liability	The responsibility to damages in a lawsuit brought by a person or a company (as opposed to criminal liability which refers to the punishment of illegal behaviour).
Defendant	An individual, company, or institution sued or accused in a court of law.
Duty of Disclosure	The duty placed upon the person seeking insurance to inform the insurance company of every material fact which they know or should know. This duty arises when seeking new insurance, when seeking a variation of cover and at renewal.
Employee	The legal status of a volunteer is fairly unique; they are neither employees – so would not be protected by anti-discrimination laws – nor third parties. Any reference within this document to ‘employees’ reflects the fact that ROSPA acknowledges the duty of care which it owes to those individuals promoting its driving and riding tests. <i>Important Caveats: Bluefin are not legal experts and these comments are written from the perspective of a charity engaging volunteers.</i>
Employers Liability	Compulsory insurance which exists to ensure that employers can meet the cost of compensation for employees’ injuries or illness suffered at work as a result of the employer’s negligence
Employers Liability (Compulsory Insurance) Act 1969	An Act of the UK Parliament which requires employers to carry insurance against the personal injury of their employees.
Exclusion	This is a term within an insurance policy that excludes the insurer from liability for a specified type of loss.
Hazard	Something that could cause injury, loss or damage.
Indemnity	The principle by which a person who has suffered a loss is restored to the same financial position that they were in immediately prior to the loss (so far as reasonably possible). Most contracts of insurance are contracts of indemnity but Life insurance and Personal Accident insurance are not (as the payment made under those policies is a pre-agreed sum).
Insurance	A contract whereby an insurer promises to pay the insured a sum of money or some other benefit upon the happening of one or more uncertain events in exchange for the payment of a premium.
Limit of Indemnity	Another term for policy limit; this refers to the maximum amount payable under an insurance policy.
Loss	This generally refers to the injury, harm, damage or financial detriment that a person has sustained. Whether the ‘loss’ is covered by an insurance policy will depend on the terms of the agreement and local legislation.



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Material Fact	This refers to any fact which would influence the judgment of a prudent underwriter in deciding whether to accept an insurance risk and the terms on which they would be willing to grant cover.
Misrepresentation	This is a concept referring to a false statement of fact made by one party to another party, which has the effect of inducing that party into a contract
Moral Hazard	Those personal characteristics of a prospective insured person which may increase the probability or size of an insurance loss.
Motor Insurance	A policy which protects the policyholder vehicle and other motorists in the event of an accident. It provides financial compensation to cover third party bodily injury and/or their property.
Motor Insurance Database	This is the central record of all insured vehicles in the UK
Non Disclosure	This refers to situations where a customer fails to reveal a relevant fact when applying for – or renewing – an insurance contract.
Personal Accident Insurance	A type of insurance which provides for the payment of specified sums in the event that the insured suffers some bodily injury as a result of an accident
Professional Indemnity	A policy which protects the policyholder should they be sued by a client who believes that they have suffered a financial loss as a result of a professional negligence.
Professional Negligence	A subset of the general rules on negligence which situations where the defendant has represented themselves as having above average skills and abilities
Public Liability	A voluntary policy which covers allegations of bodily injury and/or property damage brought by third parties (i.e. not employees) who believe that this was caused by the company's negligence.
Risk	This term may refer to any of the following: the possibility of some event occurring which causes injury or loss; the subject-matter of an insurance policy or an insured peril.
Road	<p>The Road Traffic Act 1988 defines ROAD as <i>'any highway and any other road to which the public have access and includes bridges over which a road passes'</i>. The relevant legislation in Scotland is similarly worded. The following is noteworthy:</p> <ul style="list-style-type: none"> • ROAD: This includes pavements and boundary grass verges. • HIGHWAY: Bridleways, footpaths and carriageways (i.e. anywhere that members of the public are afforded a right of way on foot, riding, accompanied by a beast of burden or with vehicles or cattle) are highways and so covered by Road Traffic Act 1988 • ACCESS TO THE PUBLIC. To fall within Section 192 of Road Traffic Act 1988 the road must be one to which the public have access. Whether or not the public have access to a road is a question of fact. If a member of the public has to overcome some form of physical barrier then it will not be considered a road to which they public has access. A sign on a private road stating that "trespassers will be prosecuted) has been held to be sufficient prohibition to exclude members of the public from the location. A car park is not a road but it is a public space so does fall within Section 192 of Road Traffic Act 1988
Third Party	Someone other than the insured or his insurer who has suffered injury or loss.



Groups Covered

- Ayrshire Drivers
- East Kilbride Drivers and Riders
- East Renfrewshire Drivers and Riders
- Edinburgh & Lothian Drivers & Riders
- Ayrshire Riders
- North Cumbria & SW Scotland
- Cleveland Drivers and Riders
- East Yorkshire Drivers and Riders
- North East Advanced Drivers & Riders
- North Yorkshire Riders
- West Yorkshire Drivers & Riders
- Tynedale Drivers & Riders
- Manchester Drivers & Riders
- Merseyside Drivers
- Merseyside & Lancashire Riders
- North Wales Drivers
- South West Wales Advanced Drivers & Riders
- Shropshire & Powys Riders
- Coventry Riders
- Gloucestershire Drivers & Riders
- Hereford Drivers & Riders
- Staffordshire Riders
- West Midlands Riders
- Bedford Drivers
- Cambridgeshire Drivers & Riders
- Derby Riders
- Leicester Drivers
- Lincolnshire Drivers & Riders
- Nene Valley Riders
- Norfolk & Norwich Drivers
- Norfolk Riders
- Northamptonshire Drivers
- Nottingham Foresters Drivers
- Suffolk Drivers & Riders
- Cornwall Drivers & Riders
- Exeter and East Devon
- Devon & Somerset Riders
- Dorset Advanced Drivers & Riders
- North Devon Drivers & Riders
- Wiltshire Drivers & Riders
- Central and South Devon Drivers
- Yeovil & District Drivers
- Hampshire Drivers & Riders
- Dunstable Drivers
- Hampshire Drivers & Riders
- Home Counties South Drivers
- Isle of Wight Drivers & Riders
- Kent Drivers
- North London & South Herts Drivers
- North Herts/South Beds Drivers & Riders
- Thames Valley Drivers & Riders
- Southern Riders
- Sussex Drivers
- Suffolk Riders
- Northern Ireland Drivers & Riders
- Ireland Riders
- Munster Rider



Employers Liability Insurance

Definition of Employee

The scope of the Employers Liability (Compulsory Insurance) Act 1969 extends to include anyone working under the 'employers' direct control and supervision and would 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.

Cover is limited to 'employees' ordinarily resident in Great Britain, Northern Ireland, the Channel Islands and/or the Isle of Man. Generally speaking, local arrangements need to be made for persons ordinarily resident outside of the aforementioned countries but having acknowledged that 2 groups are based in the Republic of Ireland, RoSPA Insurance to those groups is subject to UK legal jurisdiction (i.e. *This agreement is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where your group is based; otherwise the law of England and Wales applies*) so as to avoid an uninsured liability or the need to make separate insurance arrangements.

What does Employers Liability Insurance cover?

It will cover compensation, costs and expenses arising out of bodily injury and/or disease claims which arise out of the claimant's employment / voluntary service.

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

Members Obligations

RoSPA recognises that members are entitled to work in environments where risks to their health and safety are properly controlled. Amy Brant (abrant@rospa.com) should be informed if anyone has any concerns about issues which are perceived to be represent a risk to health and safety.

Public & Products Liability

What does Public & Products Liability Insurance cover?

This is a policy which covers allegations of bodily injury and/or property damage brought by third parties (i.e. not employees) as a consequence of the services / products supplied.

Limits of Indemnity

£10,000,000 any one event other than:

- Liability in respect of Products Supplied, Pollution and/or Contamination where an aggregate limit shall apply.
- Liability arising out of Terrorism where 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.

Policy Excess

RoSPA will meet this cost on behalf of the Group.

Events

These insurance arrangements will cover the attendance of shows and exhibitions where individuals are looking to join RoSPA Advanced Driver and Rider Groups but it is recommended that groups wishing to hold an event should consult Amy Brant to make certain that this is acceptable to insurers

Liability arising out of a road traffic accident

Members are reminded that any such claims would be met by their motor insurance policy.

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).
- Damage to third party property in the policyholders custody and control exclusion
- Professional negligence claims (see Professional Indemnity section).
- Contractual liability.
- Fines, damages and/or penalties.

Professional Indemnity

What does Professional Indemnity Insurance cover?

This is a policy which protects RoSPA (and therefore its members, examiners, tutors and advanced tutors) should a client (i.e. a candidate) allege that they suffered a financial loss as a result of a negligent error, act or omission occurring during the provision of RoSPA's advanced driving and riding techniques.

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.

Limit of Indemnity

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

Policy Excess

RoSPA will meet this cost on behalf of the Group.

Claims Guide

Problems can arise in identifying what is a 'claim' or 'circumstance'. The following example definitions 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

What cover is RoSPA providing?

RoSPA does **not** provide members with motor insurance. The following is for guidance purposes only

Classes of Motor Insurance

The unique nature of advanced driving and riding tuition / tests may impact on a member's insurance requirements. Members are encouraged to seek guidance from a reputable insurance broker / provider on the most suitable class of insurance. The options available will be:

- **Social, Domestic and Pleasure** use will allow named drivers to use the insured vehicle for non work related driving only.
- **Social and Commuting** cover extends the above to cover driving back and forth to a permanent place of work. This is typically available at little to no additional cost.
- **Business use** will cover the vehicle where it is being used for more than just 'commuting'.

Key:

Business = The provision of RoSPA's advanced driving and riding techniques

Place of work = Where the advanced driving and riding techniques are provided

Tutoring

The responsibility for compulsory road traffic insurance rests with the registered keeper of a vehicle. The candidate should be encouraged to inform their insurance broker / provider of their intention to undertake an advanced driving and/or riding tutoring session. It is recommended the RoSPA Advanced Drivers and Riders tutor inspects the candidate's Certificate of Motor Insurance for validity purposes (which can be via an electronic device; should that be the only means available).

In the event of injury to a tutor/advanced tutor during a training/assessment drive:

- a) Where the individual being tutored/assessed was at fault, claims for compensation should initially be directed to the candidate's insurer.
- b) If a third party was at fault, claims for compensation should initially be directed the third party's insurer.

Should claims related correspondence be received from a third party, this should be directed to the candidate's insurer.

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.

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 ears	£	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





RoSPA Advanced Drivers and Riders

28 Calthorpe Road
Birmingham
B15 1RP

 +44 (0)121 248 2000

RoSPA Scotland

43 Discovery Terrace
Livingstone House
Heriot-Watt University Research Park
Edinburgh
EH14 4AP

 +44 (0)131 449 9378/79

RoSPA Wales

2nd Floor
2 Cwrt-y-Parc
Parc Ty Glas
Cardiff Business Park
Llanishen
Cardiff
CF14 5GH

 +44 (0)2920 250600


RoSPA Northern Ireland


3 Orchard Close
Newpark Industrials Estate
BT41 5GH

 +44 (0)28 9050 1160

General Enquiries

 +44 (0)121 248 2000

 +44 (0)121 248 2001

 help@rospa.com

 twitter.com/rospa

 facebook.com/rospa

 linkedin.com/rospa

www.rospa.com

Registered Charity No. 207823
VAT Registration No. 655 131649

