

Summary of Liability Insurance 2025

Member Benefits – Combined Liability Insurance

Insured:	British Motorcyclists Federation, Affiliated Members, Affiliated Clubs and their Members resident in the United Kingdom, Northern Ireland, Channel Islands, Isle of Man		
Period of Cover:	01 January 2025 (or date of affiliation to the BMF if after this date) to 31 December 2025		
Retroactive Date:	Primary Policy 01 January 1985 (or clubs date of last continuous affiliation whichever is later) Excess of Loss Abuse extension – 01 January 2007 JRP Excess of Loss Public Liability Policy – 01 January 2025		
Activities:	All activities recognised /authorised by the British Motorcyclists Federation, includes Club meetings, regional meetings, Club or national rallies, or other gatherings, social gatherings, road runs, off tarmac events, camping events, Club stands at motorcycle shows or exhibitions, joint events with other Clubs, jamborees and other Club activities as further detailed within the guidelines distributed by the BMF to its Affiliated Clubs		
Policy Numbers	Primary	HU PI6 1955883	Hiscox Insurance Company Limited
& Insurers:	Excess of Loss	7138447 (UK)	Zurich Insurance plc
	Excess of Loss		
	Public/Products Liability	B1161S25CX339.	JRP Underwriting

Combined Liability Insurance

Legal liability for damages and legal costs arising out of third party loss, injury or damage, in connection with the activities described above and notified to the Insurers within the period noted above. Cover includes public liability, professional indemnity, liability for damage to leased and rented premises, member to member liability, indemnity to principals and liability arising out of goods sold or supplied including refreshments and Management Liability (Directors & Officers & Corporate Legal Liability). The cover is written on a claims made wording, which means that the cover will respond on the policy in place when the claim is made, not the policy in place when the incident occurred. All incidents that may give rise to a claim in the future should be notified to Insurers through Howden at the time of incident.

Employers Liability

Legal liability for damages and legal costs arising out of death or bodily injury caused to employees in the course of their employment with the Insured. Cover is provided to the committee for the time being of Affiliated UK Clubs only and does not extend to include their subsidiaries or affiliated companies/groups involved in any activity not recognised or approved by the British Motorcyclists Federation.

Limit of Indemnity

Section	Primary	Excess of Loss	
Public & Products Liability	£5 million	£5 million Zurich £5million JRP Underwriting	any one event (any one period costs inclusive for Products / Pollution)
Professional Indemnity	£5 million	£5 million	any one event
Abuse	£2.5 million	£5 million	any one period (costs inclusive)
Management Liability (Directors & Officers)	£5 million	£5 million	any one period (costs inclusive) (Additional Defence Costs £250,000)

Management Liability (Corporate Legal Liability)	£5 million	£5 million	any one period (costs inclusive - subject to £2,500 Excess) (Pollution £100,000 for defence costs)
Employers Liability	£10 million	N/A	any one event (£5 million in respect of terrorism)

Legal Liability Claims arising from communicable disease will be limited to the primary policy only at £5,000,000.

Zurich excess of loss policy does not follow any inner limits in the Hiscox primary liability policy.

JRP Excess of Loss following Hiscox Primary and Zurich Excess of Loss Public/Products Liability only

Principal Exclusions:

Liability arising out of:

- The ownership, possession or use of any mechanically propelled vehicle, motorcycle, aircraft, hovercraft or water-borne craft
- This does not apply to any claim arising :

- from any mechanically propelled vehicle on display at an event organised planned or attended by you provided the vehicle is not in motion and the engine is not running.
- solely due to your planning or organisation of any event in the course of your BMF recognised activities

However insurers will not in any event make any payment for any claim in relation to which you are required by law to carry Insurance.

- Product Guarantee or recall, repair or replacement
- Products manufactured, repaired, modified, altered reconditioned or repackaged by the Insured club member
- Criminal Acts
- Deliberate or reckless acts which could reasonably have been anticipated as causing injury or loss
- Or In connection with damage to any data
- Medical malpractice
- Damage to own property, hired in property or property in your custody or control.
- Tour Operators Liability (as defined under The Package Travel, Package Holidays & Package Tour Regulations 1992 (or subsequent legislation)
- Cyber Attack/Cyber Incidents and losses
- Transmission of a computer virus
- Inability of any computer or computer equipment to recognise a change of date and damage to data
- Data Protection
- Efficacy
- Pollution unless sudden identifiable, unintended and unexpected/unforeseen
- Asbestos
- Professional advice – designs plans specifications or formulae provided by you for a fee.
- Financial loss arising from advice design or specification where the insured contracts to manufacture construct erect or install or supply materials or equipment.
- USA Canada
 - In respect of liability for any legal action brought against the insured in the USA or Canada
 - In respect of Directors and Officers Liability : any activity in or action brought against the insured within the USA and
 - Canada
- Abuse in respect of the individual accused or alleged to have committed abuse or have permitted abuse
- Employment Practices Liability/Employment Disputes
- War
- The Peril of Terrorism –(other than under the employers liability section)
- Activity not insured
 - Track days
 - Ownership or use of Inflatables such as bouncy castles or similar equipment at club events
 - Bonfire and Firework events unless notified to the insurers for acceptance, additional premium payable and risk management criteria required by the insurer being met.
- Incidents for activity prior to the retroactive dates stated above.
- Incidents known by the insured but not reported to the insurer.

Communicable Disease Exclusion - Specific to Excess of Loss Policies (claims in excess of £5,000,000)

The indemnity granted by this policy/section shall not apply to any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with, the following:

- a. a communicable disease; or
- b. the fear or threat (whether actual or perceived) of a communicable disease

regardless of any other cause or event contributing concurrently or in any other sequence thereto

For the purpose of this exclusion 'communicable disease' mean any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
- b. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- c. the disease, substance, agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

This exclusion does not however apply in respect of

- food or drink poisoning; or
- Legionnaires' disease (if specifically covered by an extension or endorsement applied to this policy but only to the extent of cover expressly stated as being provided under the extension or endorsement)

Management Liability: prior and pending litigation date: 01/01/2014

Courts and Geographical Limits - Cover does not apply in respect of legal actions brought in a court of law outside England Scotland Wales Northern Ireland the Isle of Man and the Channel Islands in respect of Employers Liability section.

There is no cover in place for any claims brought in a court of law in the USA or Canada under any section of the policy.

Management Liability Sections geographical limits are Worldwide excluding the USA/Canada

Important Information :

The Liability Insurance (with the exception of Employers Liability) is provided on a "claims made" basis. It is essential that any claims or circumstances that might give rise to a claim are notified during the policy period in accordance with the terms of the policy wording otherwise the right for indemnity under this insurance will be forfeited

Details of the BMF recognised activity are provided by the BMF within your membership information.

This document is intended to be a summary of cover only. Full copies of the policy wordings including all terms, conditions, exclusions and your obligations are available on request from the BMF or Howden.

If you are hosting a Bonfire or Fire Work display, please contact BMF/ Howden to establish the available cover, any risk management requirements and additional premium, required.

In the event of an incident, which may give rise to a claim, or a claim, please refer to the incident recording and notification guidelines attached.

For any queries concerning the details above, please contact Howden on Tel: +44 (0)121 2601702, who are the Insurance Brokers for the BMF. Please ask to speak to the Sport Corporate Team in Birmingham.

Sport & Entertainment

Tricorn House, 51-53 Hagley Road, Birmingham, B16 8TP

0121 698 8000

HOWDEN

howdengroup.com

Howden Insurance Brokers Limited, One Creechurch Place, London, EC3A 5AF

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IN THE EVENT OF A CLAIM

You must report every claim and any incident that is likely to give rise to a claim in the future. Incident Notification Guidelines are attached to this document to assist you. Please contact Howden on 0121 698 8040 and complete the necessary report/claim form as soon as possible to avoid prejudicing your claim. Do not admit liability; do not make an offer or promise to pay.

LIABILITY INCIDENT NOTIFICATION GUIDELINES

It is important that all incidents that may give rise to a claim are reported to us as soon as possible after the event.

This will enable Insurers to carry investigations at an early stage whilst information relating to the claim remains fresh in the mind. This will also ensure that you are complying fully with your policy terms and conditions.

In order to achieve this we would ask that you notify us immediately of any incident that involves:

- A fatal accident
- An injury involving either referral to or actual hospital treatment
- Any allegations of libel/slander
- Any allegations of Professional Negligence i.e. arising out of tuition, coaching or advice given
- Any investigation under any child protection legislation or safeguarding and child protection procedures
- Any circumstance involving damage to third party property

An injury is defined as:

- Any head injury that requires medical treatment (Doctor or Hospital)
- Any fracture other than to fingers, thumbs or toes
- Any amputation, dislocation of the shoulder, hip, knee or spine
- Loss of sight (whether temporary or permanent)
- Any injury resulting from electrical shock or burn, leading to unconsciousness or requiring resuscitation or admittance to hospital for more than 24 hours
- Any other injury leading to hypothermia, heat induced illness or to unconsciousness which requires resuscitation or admittance to hospital for more than 24 hours
- Loss of consciousness caused by asphyxia or by exposure to a harmful substance or biological agent

Please note the above list is not exhaustive and if you are unsure as to whether an incident should be reported, then please do not hesitate to contact Howden Sport and Entertainment Claim Department for further advice. 0121 698 8000 or 0121 698 8040.

We would remind you that in NO circumstances should you admit liability or agree to pay for any damage caused as this may prejudice the position of Insurers and COULD result in the withdrawal of any indemnity.

Finally, please note that this is a liability policy where Insurers decide if negligence attaches to you. Therefore any payments you make to any third parties will not necessarily be reimbursed.

Incident Recording Guidelines

We would recommend that a designated person within your organisation is made responsible to record any reportable accident. Records must be kept for at least 6 years where it involves Adults and 25 years where it involves minors. Names and addresses of any possible witnesses should also be recorded.

Please ensure you are using an accident book which is compliant with data protection legislation. The new style book is available from HSE Books.

The register must contain the following information relating to all reportable accidents or dangerous occurrences:

- Date and time of accident
- As regards a person at work - full name; occupation; nature of injury; age
- As regards a person not at work - full name; status [e.g. customer]; nature of injury; age
- Place where accident occurred
- A brief description of the circumstances
- Method by which the event was reported

Reporting incidents to health & safety executive

You may also have obligations under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 2013.

For further information go to www.hse.gov.uk/riddor/index.htm and to obtain a copy of the leaflet "Reporting accidents and injuries at work" go to www.hse.gov.uk/pubns/indg453.pdf