



LEGAL AND INSURANCE BENEFITS EXPLAINED



Overview

Legal Support & Assistance

(for members **not at fault**)

If a third party causes an incident in which you are involved we will provide legal support and assist you with a claim against them, subject to certain terms and conditions (see page 4).

Available to: Race Gold, Race Silver & Ride Members

Third Party (Public) Liability Insurance

(for members **at fault or partly at fault**)

This essential insurance cover will be of use if you are blamed for causing an incident and someone wants to pursue a claim against you. You are insured for claims up to £10m (see page 6).

Available to: Race Gold, Race Silver & Ride Members

Incident Helpline

The Incident Helpline offers assistance to members who have been involved in an incident whilst riding or wheeling their bike. When appropriate, advice and representation from specialist personal injury lawyers and / or insurers will be provided (see page 7).

Call the Incident Helpline on: 0161 274 2015

Available to: Race Gold, Race Silver & Ride Members

Personal Accident Insurance

Included with our Race Gold membership, this form of insurance can provide cash payments if you are hospitalised overnight as well as lump sum payments to you or your family in the event of your death or permanent disability following a cycling accident. Note, loss of earnings and medical expenses are not covered under this policy (see page 8).

Available to: Race Gold Members

Insurance for Coaches, Leaders & Cycle Training Instructors

As a qualified and BCF registered coach, leader or cycle training instructor both third party (public) liability and professional indemnity insurance are provided, subject to certain terms and conditions (see page 9).

Available to: Race Gold, Race Silver & Ride Members

Types of insurance cover not included with your membership:

Bike Insurance

is not included with your membership but you can obtain discounted rates for insuring your bike(s). Remember that your household insurance may not provide sufficient cover (see page 9).

Travel Insurance

is not included with your membership but you can obtain competitive rates for your trips abroad. Members are advised to always obtain adequate travel insurance with legal expenses cover when travelling abroad (see page 10).

Cycle Breakdown Rescue

is not included with your membership but is a great service which will give you peace of mind if you are riding regularly on your own. If you have a mechanical failure you will be picked up and transported to your destination. You can obtain discounted rates for this cover (see page 10).

Please Note: This is an overview providing a summary of what is available to members. It does not contain all of the terms and conditions that may apply to each service and insurance policy. If further information is required, please visit britishcycling.org.uk/legalandinsurance where further guidance and documents can be accessed. Alternatively, call Membership Services on 0161 274 2010 or email us at membership@britishcycling.org.uk with your questions.

The Detail

1 Legal Support & Assistance

Most incidents reported involve members who have either sustained personal injury or 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 and a small number involve defects to the public highway. Invariably both result in damage to members' bicycles and more often than not personal injury.

Advice & Support from Experts

British Cycling's lawyers are recognised leading experts in personal injury litigation and in representing active people involved in sport and recreation. Whether you have suffered an injury or simply damage to your bicycle, you will receive a personal, first class legal service to deliver any compensation to which you are entitled.

- 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, so long as the accident occurred within the UK

Who is covered?

You have access to this valuable benefit if you are a Race Gold, Race Silver or Ride member, a resident of the UK, the Channel Islands or the Isle of Man and believe that the incident was not your fault.

What is not covered?

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

- against another British Cycling member
- against a member of one's immediate family
- where there is a conflict of interest between a member and British Cycling eg where a claim may be against an organiser or official of a British Cycling registered event⁽¹⁾
- involving product liability issues such as faulty bikes or equipment
- where the incident takes place outside of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands⁽²⁾
- where membership was not current at the time of the accident⁽³⁾
- where the incident involves a Ride member taking part in a competitive race or time trial

How does it work?

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.

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 its appointed solicitors and 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.

While British Cycling has an absolute discretion to withdraw cover at any time, the following are examples of situations in which cover would typically be withdrawn:

- 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

In cases brought in the UK, members are fully indemnified in relation to the cost of legal advice and assistance subject to certain exclusions and the terms of an indemnity provided when a claim is registered. This indemnity may either be provided by British Cycling directly, or at its absolute discretion British Cycling may arrange for it to be provided through a policy of insurance. The indemnity would then be in accordance with the terms of the insurance, of which you will be notified. There would be no charge to you for the insurance. Normally, in successful claims there will be no costs deducted from members' compensation but because of different legal systems in the Channel Islands and the Isle of Man, British Cycling cannot guarantee that there will be no deductions from compensation where claims are brought in these jurisdictions.

Usually when claims are successful, the member will recover all their legal costs from the other party. However, for claims in the Channel Islands and the Isle of Man this cannot be guaranteed. In these cases, where there is a shortfall in the costs recovered, British Cycling will pay up to £5,000 towards that shortfall, which in many (but not all) cases will mean that there is no deduction, or no significant deduction, from a member's compensation. In unsuccessful cases, British Cycling will continue to cover all of a member's costs and the full terms of the indemnity will be provided when you register your claim.

Cases will be referred to our appointed 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

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. As a general point, the statutory time limit for bringing a claim for damages for personal injuries is three years from the date of the incident⁽⁴⁾. For cases involving property damage only, the limit is six 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 three 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.

⁽¹⁾ this refers to an event that has been formally registered with British Cycling, appears on our published event calendar and is insured under British Cycling's liability insurance policy.

⁽²⁾ if an incident occurs abroad our solicitors can give advice but we are unable to fund and do not actively pursue claims against third parties in these circumstances. Members are advised to always obtain adequate travel insurance with legal expenses cover when travelling abroad.

⁽³⁾ in these circumstances our solicitors may still be able to provide assistance but under different terms and conditions.

⁽⁴⁾ for cases involving property damage only, the time limit is 5 years from the date of the incident in Scotland and 3 years in the Channel Islands. If an Injured Party is under 16 years of age at the time of the incident and the claim proceeds in Scotland, the 3 years commences from the date of the Injured Party's 16th birthday.

2 Third Party (Public) Liability Insurance

If you are involved in an incident causing injury or property damage that was (or is alleged to have been) your fault your insurance cover may indemnify you in respect of the legal costs of defending a third party claim and any resulting damages awarded against you. Cover is up to a limit of £10 million and British Cycling will pay any insurance excess that applies.

Who is covered?

- Race Gold, Race Silver and Ride Members that are normally resident in the United Kingdom, the Channel Islands or the Isle of Man

What is covered?

- Incidents in which you are involved whilst riding or wheeling your bike and which are alleged to have been your fault
- Physical injury to third parties caused by your actions
- Damage to third party property caused by you
- Legal costs incurred in forming your defence
- Damages awarded against you following a successful claim by a third party
- Total cover for legal costs and awards of up to £10m

Race Gold, Race Silver and Ride members benefit from individual liability insurance cover for non-competitive, social, leisure, utility cycling and commuting and also whilst participating in timed events such as sprints.

Race Gold and Race Silver members are also covered for competitive cycling events held under the auspices of British Cycling and 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.

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 unless the member is travelling to the USA or Canada, in which case the member's travel insurance may be called upon in the event of a claim.

What is not covered?

Important exclusions include:

- business use (eg cycle courier) but commuting is covered
- deliberate acts
- member to member liability (claims made against one British Cycling member by another) such as:
 - one member against another in a cycling competition, race, time trial or timed event⁽⁵⁾
 - 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

Events Held Under the Auspices of Other Cycling Organisations

Cover at events is restricted to those events held under the auspices of British Cycling and 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

The following organisations promote competitive events under rules and regulations (including Event Safety Guidelines) that are acceptable to British Cycling⁽⁶⁾:

- Scottish Cycling (Scottish Cyclists' Union)
- Welsh Cycling (Welsh Cycling Union)
- Cycling Time Trials (CTT)
- BSCA (British Schools Cycling Association)
- BUCS (British Universities & Colleges Sport)
- UCI affiliated National Governing Bodies

Event Guidance Notes for Members

- Always check that the event is insured. Before participating in competitive events always consult the event organiser with regard to the existence and extent of liability insurance cover provided for all riders and officials
- Check how much cover is in place. 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
- Will you have to pay an excess? Some organisers buy insurance that may leave the member found to be at fault paying a large 'excess'
- Make sure cover is not just 'contingent'. 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

Events held under the auspices of British Cycling and insured under British Cycling's policy enjoy primary, not contingent, cover, have a policy limit of £10M and insured members are not expected to pay an excess.

⁽⁵⁾ typically, but not exclusively, a Sportive or other such organised mass participation event where times are recorded.

⁽⁶⁾ Correct at 1st April 2014. 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 or visit: britishcycling.org.uk/thirdparty

3 Incident Helpline

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, advice and representation from professional personal injury lawyers and insurers will be arranged.

In the event of an incident

Make a note of the following:

- time and date
- location
- surroundings such as road conditions, weather and signs
- contact details for the Third Party involved eg driver(s)
- make, model and registration number of any vehicle(s) involved
- insurance details of the driver(s) and vehicle(s) involved
- contact details for all witnesses
- witness accounts

Capture as much information as you can at the time of the incident and if possible take photos of the location and important elements such as highway defects. This may all prove important in forming your defence.

We recommend that all incidents are reported to the police immediately and where insurance particulars are not obtained from the motorist at the scene of an incident they should be obtained 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, this should be reported to the police immediately.

DO NOT

- Discuss liability for the incident with the other party
- Admit liability for the incident

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You may, however, provide contact details for British Cycling's Legal & Insurance Officer who will be able to provide appropriate insurance details to a potential claimant.

Contact Us

Contact us as soon as possible to let us know of any claim that is to be submitted

Legal & Insurance Officer
British Cycling
National Cycling Centre
Stuart Street
Manchester M11 4DQ

Tel: 0161 274 2015

Email: incident@britishcycling.org.uk

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. An Incident Report Form will then be sent to you within 24 hours of reporting the incident, which you should complete and return without delay. As there are sometimes disputes about liability after the event the form that you receive will be used by both solicitors and 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.

4 Personal Accident Insurance

Personal Accident insurance cover is provided for all Race Gold members aged between 5 and 79 years of age. This is an additional form of insurance cover that provides cash payments if you are hospitalised overnight. Lump sum payments are also provided for death and permanent disability but loss of earnings and medical expenses are not covered under this policy.

Who is covered?

Cover is for Race Gold members only and includes non-competitive, social, leisure and utility cycling and competitive cycling in events held under the auspices of British Cycling. Cover is also provided 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.

Benefits:

- Hospital cash benefit - £25 for each overnight stay up to a maximum £750 (additional £250 payable for 7 consecutive overnight stays)
- Permanent Disability⁽⁷⁾: £25,000
- Loss of two or more Limbs / loss of both Eyes or one of each⁽⁷⁾: £25,000
- Loss of one Limb / Eye or permanent loss of Speech / Hearing⁽⁷⁾: £25,000
- Permanent Total Disablement⁽⁷⁾: £25,000
- Death: £10,000

Main Exclusions:

- Persons under the age of 5 and over the age of 79
- temporary or partial disablement
- Specific cycling activities:
 - professional cycling
 - monocycling
- Occupational cycling and where the bike is a tool of trade

Conditions:

- Permanent Disability is defined as “disablement which entirely prevents the insured person from engaging in any and every occupation for which the person is fitted by way of training, education or experience” for those aged between 16 and 74. For those aged under 16 years and not in gainful employment and those aged 75 to 79 years and in gainful employment at the date of the accident, disability is defined as “any and every” occupation. There is no cover for Permanent Total Disablement for those aged 75 years or over who are retired
- Includes the use of dernys and electrically assisted pedal cycles which are not registered for road use
- Benefits limited to £5,000 max. for members aged 71-79 years
- Geographical limit - worldwide subject to a maximum of 21 days per trip outside the UK
- All claims to be reported within 28 working days and independent evidence required that the cycle has been involved in an accident

Whilst we are unable to provide this additional cover to members aged over 79 years and under 5 years, it is very important to remember that the essential members' liability insurance cover is still provided to all Race Gold, Race Silver and Ride members without age restriction.

5 Insurance for Coaches, Leaders & Cycle Training Instructors

An essential combination of both Public Liability and Professional Indemnity insurance is provided to coaches, leaders and instructors working on behalf of or affiliated to British Cycling.

Who is covered?

Race Gold, Race Silver and Ride members who are normally resident in the United Kingdom, the Channel Islands or the Isle of Man and hold a valid British Cycling Coaching qualification and/or a British Cycling approved leadership or instruction qualification⁽⁹⁾ together with a valid First Aid certificate. The cover provided is for the individual member and does not protect or indemnify any company / employer for whom they may be working.

When are they covered?

When operating for and on behalf of British Cycling and also when operating outside of British Cycling activities where private arrangements are made with third parties, who are outside the custody and control of the British Cycling Federation, and where expenses or sums of consideration are paid.

Insurance protection only applies where the coaching, leadership or instruction provided by you is included in the British Cycling Coaching qualification and/or a British Cycling approved leadership or instruction qualification that you have attained. Activities outside of your qualification are not covered.

Cover is also extended to include any British Cycling Federation coaching, leadership or instruction activity that is carried out on a commercial basis in which the coach, leader or instructor operates as a sole trader or business subject to a gross remuneration of £15,000 per annum.

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⁽⁷⁾ applies to Gold members joining or renewing their subscription after 30/4/14.

⁽⁹⁾ a list of approved leadership or instruction qualifications and any additional requirements for cover can be found on the British Cycling website at: britishcycling.org.uk/recognised

If you are working for a company or organisation, other than British Cycling, under a permanent or temporary employment contract then their insurance arrangements are expected to cover any claims arising from the coaching undertaken on their behalf. It is not the intention that British Cycling's insurance arrangements act as a substitute for the cover that the employer should have in place.

The insurance in place:

- Public Liability - Limit of indemnity £10m
- Professional Indemnity - Limit of indemnity £5m

Public Liability insurance is provided on a worldwide basis although if the activity is in the USA or Canada the cover will not be primary specific and the individual's travel insurance may be called upon in the event of a claim. Professional Indemnity insurance does not extend to the USA or Canada.

Insurance cover for coaches, leaders and cycle training instructors is provided in accordance with and subject to the terms and conditions of British Cycling's 'Professional Indemnity' and 'Public Liability' insurance policies, copies of which are available on the British Cycling website at:

britishcycling.org.uk/legalandinsurance

Holders of qualifications where an individual is identified as a 'candidate' do not benefit from this insurance cover.

British Cycling believes that it is incumbent on each facility to maintain high standards of coaching practice and safety and as such each facility should have its own guidelines, policies and procedures on risk assessment, health and safety, coaching area usage and coaching practice. British Cycling's own guidelines, policies and procedures must however be taken as the minimum standard to be applied if British Cycling membership is to be relied upon for insurance cover.

Members must note that protection under this policy will only be provided if the member against whom a claim is being made cooperates fully with British Cycling, its insurers and representatives in the defence of the claim.

6 Bike Insurance

Bike insurance is important whether you're a commuter, racing cyclist or leisure rider. Your British Cycling membership does not provide you with bike insurance that you can claim against if your bike is stolen or if you accidentally damage it yourself.

However, with preferential rates for members, Cycle Insurance provided by Thistle Insurance Services works around a 'create your own cover' system so you only pay for the cover that you need. It offers cover for participation in cycling events, which should be of particular interest to British Cycling members as 'home contents' policies and even some bicycle insurance policies might not extend cover to this activity.

To get a quote call: **0845 408 1812**

An additional discount is available for Race Gold members.

British Cycling Bike Insurance is a trading style of Thistle Insurance Services Ltd. Lloyds Broker. Authorised and regulated by the Financial Conduct Authority. A JLT Group company. Registered office: The St Botolph Building, 138 Houndsditch, London EC3A 7AW. Registered in England No 00338645, VAT No. 244 2321 96. British Cycling are Appointed Representatives of Thistle Insurance Services Ltd. British Cycling Bike Insurance reserves the right to amend or withdraw this offer without prior notification, at any time. Offer is correct at time of publication. Discounts may not be combined.

7 Travel Insurance

Travel insurance is not included with your membership, therefore, it is strongly recommended that you obtain adequate cover before you travel abroad. You should ensure that any travel policy you obtain covers you for the activities that you are planning to undertake, especially if you are planning to take part in organised cycling events of any kind.

Although our solicitors may provide you with 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 strongly advised to obtain adequate travel insurance with legal expenses cover.

Comprehensive travel insurance is available for trips of up to 6 months or alternatively an annual policy can be purchased. Cover includes legal expenses and all non-hazardous holiday activities which can be extended to include all forms of cycling, including racing.

It is also advisable to check whether your bicycle is covered by insurance before you travel and make any necessary arrangements in this regard (see 'Bike Insurance' on page 9). Premiums vary according to geographic location and the duration of your trip.

You can buy cover online at:

policydirect.co.uk/bcf/bcfquote.htm

or you can call the insurance brokers direct on 01795 597170

8 Cycle Breakdown Rescue

Cycle Rescue is an emergency roadside recovery service for cyclists. This is not included with your membership.

If you are unable to complete a journey (anywhere in the UK) due to an accident, theft or irreparable breakdown, Cycle Rescue will take you and your bicycle to a convenient location; which could be your home, a train station, bicycle repair shop, car rental agency or alternative overnight accommodation.

You can buy this cover by calling Cycle Rescue direct on: **0845 408 1812**

Discounts are available for Race Gold, Race Silver and Ride members.

Cycle Breakdown Rescue for British Cycling is a trading style of Thistle Insurance Services Ltd. Lloyds Broker. Authorised and regulated by the Financial Conduct Authority. A JLT Group company. Registered office: The St Botolph Building, 138 Houndsditch, London EC3A 7AW. Registered in England No 00338645, VAT No. 244 2321 96. British Cycling are Appointed Representatives of Thistle Insurance Services Ltd. The right is reserved to amend or withdraw this offer without prior notification, at any time. Offer is correct at time of publication. Discounts may not be combined.

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