



## THE SPECIALIST DRIVING SKILLS AGENCY PUBLIC LIABILITY INSURANCE

MARCH 2018

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## Introduction

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This Policy has been developed to provide Public Liability and Professional Indemnity cover for Specialist Driving Skills professionals certified for driving activities by the SDSA.

For an annual membership of £95.00 inclusive of Insurance and Insurance Premium Tax we are providing all SDSA certified members with £5 million of legal liability cover for all activities undertaken for which you have been assessed and have current SDSA certification.

A summary of cover together with some claims information is detailed within.

This is an annual policy. SDSA certification lasts for 3 or 4 years depending on the qualification, and so renewal of your legal liability cover will be invited directly by us each year. Renewal will of course be dependent on you remaining SDSA certified.

The premium will cover you for all SDSA certified activities, even where you carry multiple SDSA certifications.

The Policy is one of negligence and will respond to allegations of negligence against you. These allegations do not have to be proven for the policy to respond, Insurers will appoint appropriate solicitors to act on your behalf to either defend or accept the allegations and move towards settlement of any claims. They will pay for the legal costs and settlement in all these instances.

It is important that any incident is notified to us immediately to give Insurers the opportunity to investigate the incident fully. The contact number for reporting any incident or potential incident is: Nigel Hayden on 0800 464 0884.

### **There are a number benefits of SDSA Insurance, including**

- It provides cover for all activities for which you are certified by SDSA
- If you reach another grade during the year, there is no need to notify us. The Policy responds to the certification level you hold at the time of an incident.
- It is valid as long as you have current SDSA certification.
- The cover includes the advice you give as tuition.
- Provided by a very experienced specialist Sports and Leisure underwriter.
- Specialist and knowledgeable lawyers appointed in the event of a claim.
- There are no age limits, upper or lower.
- Cover is worldwide, except for America and Canada

## Public Liability including professional indemnity for tuition

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This is a summary of the Public Liability including professional indemnity for tuition Insurance, it does not contain the full terms and conditions and does not form part of the insurance contract. This insurance is governed by English Law.

### Summary

#### Who is insured

SDSA certified members, SDSA, Landowners

#### What are you covered for?

Your legal liability for death or bodily injury to third parties and damage to their property, including nervous shock or mental injury, obstruction, trespass, nuisance, interference, wrongful arrest and eviction including legal liability arising from tuition.

#### Operative Time

The cover runs concurrently with your SDSA Certification and is valid only whilst you are carrying out an activity for which you have current SDSA certification.

#### Extensions

- Legal Costs - Defence and legal costs in connection with a claim.
- Legal expenses and costs in defending prosecutions under health and safety legislation.
- Your Liability for loss following tuition whilst relying on your SDSA certification.
- Your liability for loss of or damage to staff and visitors vehicles or personal belongings.
- Your liability for loss or damage to premises hired or rented to you for the purpose of your business.

#### Policy Limits

Policy Limit: **£5,000,000** (five million pounds) each occurrence for Claims happening in the Period of Insurance.

#### What is not covered (Significant exclusions or limitations)

- The first £150 each and every claim for damage to third party property;
- Participant to Participant where such legal liability arises on the track on the course or in the pits area whilst operating a vehicle under its own power.
- Damage to any road track circuit or other surface or any equipment or circuit furniture (hired or otherwise).
- Fines liquidated damages or penalty clauses.
- Terrorism.
- Liability in any way caused by Asbestos.
- Pollution unless caused by a sudden and identifiable incident

**Territorial Limits**

Worldwide (Excluding USA/Canada)

## Possible Claims Notifications

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**Where a third party is injured, they may make allegations against you that you were at fault and caused or contributed to the accident.**

Insurers would immediately appoint either loss adjusters or solicitors to investigate the circumstances of the incident. They would review the allegations and they will decide in the first instance if they think there are grounds to deny any negligence on your part. If so, they will convey this information to the third party and await any further developments. The third party may well disagree and issue proceedings and the court will then decide on the allegation of negligence. In this case, your SDSA policy will respond from the outset. It will pay the investigation costs, it will pay the solicitors fees and, if it goes to court, which is rare, it will pay the barristers fees. It will of course also pay the costs of any award should the court find in favour of the injured third party. This could be any injury to third party including a participant, spectator, official, student etc.

**Where a third party's property is damaged, allegations may be made against you that you were at fault and caused or contributed to the damage.**

Insurers would immediately appoint a loss adjuster to investigate. They would report to Insurers and advise, usually, whether the claim should be settled or contested. It is generally simpler in Third Party Property Damage claims to quantify the loss and these claims are usually settled more quickly. This may be damage to a third party car in a car park or damage to a marquee being used at the venue for hospitality, for example.

**Where a participant is injured and alleges that the injury was the result of negligent tuition by an SDSA certified member.**

The cover operates in a similar way here. The allegations will be made against the SDSA certified member and these allegations will be assessed by Insurers who will make the decision to refute them or negotiate a settlement. This cover is not usually included in a public liability policy.

**There are several points to remember here under the claims section of this document.**

Firstly, we are using specialist Sports and Leisure Insurers. They will not roll over and pay a claim on economic grounds, as is often the case, leaving the implication of fault of the insured. They will not want to set a precedent which may impact on the overall cost and exposure of SDSA certified members for the future. Secondly, no claim will be authorised for settlement without reference to the SDSA and ourselves as their brokers. Thirdly, this is a policy of legal liability and whilst there may be exclusions, as with all Insurance Policies, Underwriters cannot exclude your legal liability if proven. Even though there may be an exclusion for Participant to Participant, for example, Insurers may well have to pay the costs for defending the allegation of your legal liability up to the point of any award.