

British Caving Association

PUBLIC LIABILITY INSURANCE POLICY 2006: SYNOPSIS OF COVER

Underwritten by Brit Insurance Ltd via brokers RBPM General Ltd (Authorised by the Financial Services Authority)

1 The **Period of Insurance** runs from 1st January 2006 to 31st December 2006.

2 **The Policy** covers: --

- all fully paid-up **individual members, as well as named individual members of member clubs/societies, etc**, who have opted to take insurance cover under this policy
- the trustees, officers, committee members, employees and voluntary workers of those clubs/societies, etc, who have opted to take insurance cover, and are fully paid-up under this policy, strictly in respect of their involvement in the running of their organisation, the giving of advice/leadership.

3 **Activities Covered** ("the Business"): "cave, karst and mine research, exploration and surveying, equipment testing, publishing and photography, caving for a pastime and bolting, associated outdoor pursuits with instruction and other activities relative to the general encouragement of scientific and sporting caving and mine research".

4 **Limit of Indemnity**: £2,000,000.00 in any one occurrence; and £2,000,000 in the aggregate for Products Liability, Pollution and Gratuitous advice, excepting that defence costs are additional to this cover.

5 **Cover**: indemnity in respect of legal liability for damages arising out of injury to third parties or damage to third party property occurring during the period of insurance and in connection with "the Business".

6 The Policy also includes an "**Indemnity to Others**" clause which will provide an indemnity to any land/property owner with whom an insured member, or member organisation, with the full knowledge and consent of BCA Insurance Manager, has entered into an agreement or contract. (This fully indemnifies landowners who enter into access agreements for the crossing of their land, and/or the exploration of their caves.)

7 The Policy also includes so called "**Member to Member**" or **Cross Liabilities** cover. This takes in all individuals in membership of the scheme regardless of club. However, **Member to Member** cover will **NOT** be applicable in respect of any Use of Explosives.

8 **Deductible** (excess): the first £5,000.00 of each and every claim but the first £10,000.00 of each and every claim relating to the Use of Explosives. Subject to available funds, BCA will pay all but the first £2,500.00 of this excess in any claim.

9 **Geographical Limits** of activities covered: worldwide, excluding USA and Canada. Members may be resident in any part of the United Kingdom or Ireland, or the rest of the world excluding USA and Canada, but are covered only for legal settlements made under English law, and/or through any court of competent jurisdiction within England.

10 **Cave Diving** is included.

11 **Principal Exclusions of the Policy**: --

- Deliberate, conscious or intentional disregard for safety and/or the need to take all reasonable steps to prevent injury or damage; (12.1):
- War, Civil War, Revolution, etc, and kindred risks; (12.4):
- Ionising radiations, Nuclear Fuel or Waste or Explosive Nuclear Assemblies, etc.; (12.5):
- The first £5,000 or £10,000 of each/every claim as applicable (but this will be reduced to a maximum of £2,500 by BCA, subject to available funding – see 8 above, and Q & A notes for additional information):

- Liability arising from the ownership, possession or use of any powered air or waterborne vessel (other than vessels less than 5 metres in length on inland waterways) or craft, or mechanically propelled vehicle or plant where road traffic legislation applies: (7.1 & 2)
- Damage to property in your care, custody or control: (7.3)
- Liability for the cost of:
 - repair or replacement of defective materials, service or workmanship: (11.2)
 - or
 - the withdrawal recall repair replacement or making of any refund in respect of products: (11.3)
- Employers Liability;
- Professional Indemnity but including gratuitous advice;
- Libel and Slander;
- Terrorism;
- Asbestos;
- Excluding member to member cover in respect of skiing, rock climbing, mountaineering, canoeing and use of explosives;
- Excluding claims otherwise covered more specifically under any other policy.

NOTE:

Where there is a direct correlation with an individual clause, or sub-clause in the policy a reference is indicated at the end of the item thus (12.1).

Enquiries arising out of this brief synopsis and/or the Q & A sheets should be addressed to: Nick Williams, BCA Insurance Manager: 01298-873810 or n.williams@british-caving.org.uk in the first instance: or to David Judson, BCA Legal + Insurance Officer: 01684-311057 Hurst Barn, Castlemorton, Malvern, Wores WR13 6LS or by Email: d.judson@bcra.org.uk