# **Summary of Insurances**

#### **Confirmation of Cover**

**Cover Provided By:** Allianz Global Corporate & Specialty SE Via Sportscover Europe Limited

8 Eagle Court London

EC1M 5QD

Policy number PLON99/0119448

Aspen Insurance UK Limited

30 Fenchurch Street

London EC3M 3BD

Policy number 10AK5W524A0F

Brokers: AON UK Limited

First Floor

3 The Embankment Sovereign Street

LEEDS LS1 4BJ

**Period of Insurance**: See BMFA proof of membership certificate.

Geographical Limits: Great Britain, Northern Ireland, Channel Islands, The Isle of Man and

temporary visits elsewhere in the world.

**Limits of Indemnity:** £25,000,000 any one occurrence during the period of insurance in respect

of Public Liability

£25,000,000 any one occurrence and in the aggregate during the period

of insurance in respect of Products Liability

The indemnity limit is reduced to £5,000,000 any one occurrence for

claims brought in the USA / Canada.

Claimant's costs and expenses are covered in addition to the limit of indemnity in respect of Public and Products Liability but are included within the limit of indemnity in respect of Professional Indemnity.

The £25,000,000 indemnity limit comprises of a £5,000,000 indemnity

limit provided by Allianz Global Limited Via Sportscover Europe Limited and an additional £20,000,000 provided by Aspen Insurance UK Limited.

**Activities:** Any recognised / authorised activity of the BMFA.

# **Confirmation of Cover (Continued)**

This Policy covers the Association [BMFA], it's Executives, Officials, Clubs and Registered Members in respect of legal liability to pay damages in respect of claims arising out of the recognised/authorised activities of the BMFA and made during the period of insurance, up to the Limit of Indemnity of £25,000,000.

#### The cover includes:

Public Liability
Member to Member Liability
Consumer Protection Act – Defence Costs
Liability for damage to Leased or Rented Premises
Advertising Injury – libel, slander etc
Contingent Motor Airside Liability
EC 785/2004 compliant cover for commercial drone
flights in the Open Category' (up to £20K turnover)

Products Liability
Corporate Manslaughter/Homicide – Defence Costs
Food Safety Act 1990
Liability for Trespass or Nuisance
Indemnity to Principals
Indemnity to Landowners / Crown for use of land for BMFA activities where agreed.

Voluntary Helpers engaged by the Insured in connection with their activities

# Note: This list in not exhaustive. Please refer to the Policy for full cover details

#### **Main Exclusions**

#### Liability arising out of:

The ownership, possession or use of any mechanically propelled vehicle, aircraft, hovercraft or waterborne craft - other than craft less than 20 metres in length on inland or territorial waters. This does not apply to model craft owned and operated by the insured as part of their activities as the BMFA registered member.

- Any unlawful activity
- Any form of commercial or trade activities unless agreed by the BMFA
- Damage to property or held in trust or in of the Insured
- Deliberately staged mid-air collisions at air shows and public displays

- Damage to property being worked upon
- Pollution unless sudden and accidental
- Pulse jet powered models and reaction motors other than those defined and permitted in the BMFA Members Handbook and the BMFA General Rules
- Deliberate or reckless Acts
- Product guarantee or recall, repair or replacement

#### Note: This list in not exhaustive. Please refer to the Policy for full cover details

# **Incident Reporting**

Incidents which could result in a Liability claim should be IMMEDIATELY notified to the BMFA at Buckminster. A special report form will be sent by return. Please contact: British Model Flying Association, Buckminster Lodge, Sewstern, Grantham, NG33 5RW. Tel: 0116 2440028; if this is not possible of you would prefer to contact Aon <a href="mailto:bmfa@aon.co.uk">bmfa@aon.co.uk</a>. If you need to speak to a member of the Aon Claims team urgently, please call 0161 790 7000 9.00am – 5:00pm Monday to Friday. Alternatively, if out of hours Dawn Luby 07825561773 or Karen Tonge 07734944323

# **Basis of Cover**

The policy is written on an occurrence basis in respect of Public and Products Liability claims. This means that the policy will respond to any incident covered under the terms and conditions of the policy which has taken place during the period of insurance.

In respect of Professional Indemnity and abuse claims, the policy is written on a claims made basis. This means that the policy will only respond to claims which are first made in writing to the Insured during the period of insurance or within 30 days of expiry of the period of insurance.

#### **Other Insurances**

The BMFA have negotiated a Personal Accident Policy for its affiliated members through Aviva. The cover provides a benefit in the event of death or permanent total disablement. The benefits are payable if during the period of insurance an insured person suffers accidental bodily injury (resulting independently of any other cause) whilst participating in association activities which results in either death, permanent disablement within a period of two years from the date of the accident. Benefits are as follows: Death £35,000, Permanent Total Disablement from usual occupation £35,000, Permanent Disability Injury – scale of benefits to apply, Permanent Partial Disablement– scale of benefits to apply, Emergency Dental Expenses £500 (Dental excess £50) – Benefits apply to persons aged 5 and over.

# **Enquiries**

Any enquiry regarding the insurance cover can be made Aon UK Limited bmfa@aon.co.uk

#### **Complaints Procedure**

The Insurer is dedicated to providing a high-quality service and the Insurer wants to ensure that it maintains this at all times.

If the **Insured**, **Insured Person**, or **Insured Entity** has any questions or concerns about the policy or the handling of a claim please contact the broker through whom this policy was arranged.

If the Insured, Insured Person, or Insured Entity wishes to make a complaint it can do so at any time by referring the matter to:

Chief Executive Officer, Sportscover Europe Ltd, 2nd Floor, 153 Fenchurch Street, London, EC3M 6BB

Email: complaints@active-risk.com

If Your complaint cannot be resolved within two weeks, or if You have not received a response within two weeks You are entitled to refer the matter to Allianz Global Corporate & Specialty. Allianz Global Corporate & Specialty will then conduct a full investigation of Your complaint and provide You with a written final response. You can contact the Customer Satisfaction Manager at Allianz Corporate Global & Specialty at:

Post: Allianz Global Corporate & Specialty, Allianz House, 60 Gracechurch Street, London, EC3V OHR

**Telephone**: +44 (0) 20 3451 3000

If You remain dissatisfied after Allianz Global Corporate & Specialty has considered Your complaint, or if You have not received a written final response within eight weeks from the date Sportscover Europe Limited received Your complaint, You may be entitled to refer Your complaint to the Financial Ombudsman Service who will independently consider Your complaint free of charge. Their contact details are:

Post: The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Telephone: (Fixed): 0800 0234567 Tel (Mobile): 0300 1239123 Tel (Outside UK): +44 (0) 20 7964 0500

Fax: +44 (0)20 7964 1001

**Email**: complaint.info@financial-ombudsman.org.uk **Website**: https://www.financial-ombudsman.org.uk

