



Insurance
Club Guidelines

Frequently Asked Questions

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Introduction

- This document is intended to give assistance to BMC affiliated clubs and their members in understanding the insurance that the BMC provides as part of the membership package.
- It contains questions that are frequently asked of the BMC about the cover provided to clubs and to club members.
- It is not intended as a legal interpretation of BMC Insurance and should not be used as such.
- It is designed to be read in conjunction with the [policy summary](#) that covers the full details about the Combined Liability Insurance policy, which is available online from BMC's insurance brokers, Howden Sport Recreation and Equine, or from the BMC:
 - www.bmc-insurance-centre.co.uk/clubs
 - www.thebmc.co.uk/club-membership
- This document is checked by Howden before every publication.
- As a minimum, this document is updated annually in preparation for the new membership year.

BMC membership/affiliation includes the following insurance benefits:

- ✓ Public Liability £15,000,000 any one event [£10,000,000 for those members resident in Republic of Ireland]
- ✓ Public Liability £15,000,000 any one period of cover for products and pollution
- ✓ Professional Indemnity £10,000,000 any one claim and period of cover
- ✓ Directors and Officers Liability £10,000,000 any one claim and period of cover

- ✓ Club members can benefit from the Personal Accident Disability Insurance cover if they pay the membership upgrade fee. This benefit includes up to £10,000 in the event of a permanent disability. See Q16 for more information.

- ✓ [BMC Travel Insurance](#) cover is also available to club members. There are different policies to choose from depending on the activities that you wish to undertake while travelling. See Q17 for more information.

- ✓ Financial protection is available through Summit Financial Services. See Q20 for more information.

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1. What is Combined Liability Insurance?

Relevant to: all BMC members

The BMC Clubs Combined Liability Insurance has been specially developed by Howden and protects clubs against legal liability under civil law. A number of traditional liability insurance policies are brought together to create one master policy providing superior policy coverage. The policy is designed to provide cover whilst undertaking activities recognised by the BMC. The main features of the policy are:

- [i] Public Liability – Accidental bodily injury to third parties and/or damage to third party property. This section of the policy provides cover for:
 - (a) member to member liability; and
 - (b) liability arising out of the sharing of knowledge.Cover includes claims arising for abuse and safeguarding matters
- [ii] Products Liability – Accidental bodily injury to third parties and/or damage to third party property arising out of any goods lent to another person by an Individual or club member or sold or supplied by the club.
- [iii] Libel and Slander – Includes defamation.
- [iv] Directors’ and Officers’ Liability – Protection against legal liability in respect of negligent mismanagement. The policy is also extended to protect against liability arising out of the use, ownership or possession of any club premises e.g. mountaineering huts, and includes protection for Trustees.

For information specifically about insurance cover for club huts, please see [Q19](#) and the Hut Guidelines page on the BMC website - www.thebmc.co.uk/hut-guidelines

The Combined Liability Insurance cover does not extend to club members who reside outside the UK and Éire, including the Channel Islands, Isle of Man and Gibraltar. See [Q15](#) for more details.

No cover is provided for hill walking, climbing and mountaineering (including ski mountaineering) or guiding on a commercial basis.

2. What does Combined Liability Insurance mean for me?

Relevant to: all BMC members

The policy protects you for legal liability following injury or damage to third parties, arising in connection with hill walking, climbing and mountaineering (including ski mountaineering). A full list of activities is contained in the [Confirmation of Liability Cover](#).

The limit of indemnity in respect of any claim made during the period of insurance is £10 million and increases to £15 million in respect of claims for bodily injury, and there is no excess applicable. The cover operates worldwide with the exception of claims brought in the USA/Canada. The cover does not apply to people who are being paid as professional instructors, guides or in a similar professional business or commercial capacity.

Liability protection covers you for claims against you for injury or damage caused. You and your assets are protected if you are taken to court, for example, for dislodging a rock that caused injury to someone else and that person sues you.

Club cover includes Directors’ and Officers’ liability, which protects committee members in the event of a negligent decision, for which in law they will be personally liable. This is something that the BMC has specifically sought out as standard Public Liability insurance does not include this protection. Cover includes protection for Trustees of clubs, including trustees of hut trusts.

Premises liability in respect of club huts and property owned by the club is automatically included. Building and/or content insurance is not provided but can be arranged via Howden.

3. Why is Combined Liability Insurance cover important to have?

Relevant to: all BMC members

Continued litigation reinforces the need for all clubs to have full and appropriate insurance protection. Without it you could be held personally financially liable to compensate for losses for which you do not hold valid insurance. Combined Liability Insurance provides protection from the consequences of claims against a BMC member for injury, financial loss or damage to property, where negligence occurs. All members of the BMC have a responsibility to not cause injury or financial loss to others or damage property. If they do, and negligence is proved, they could become legally liable to pay compensation. Accidents in mountaineering can and will happen but in this litigious age, members are vulnerable to claims that can sometimes involve very large sums of money.

4. What activities are covered in the policy?

Relevant to: BMC affiliated clubs & club members

The full list of activities is contained in the [Confirmation of Liability Cover](#) which is available in the [BMC Insurance Centre](#). The *Mountaineering Activities* are those activities all club members are covered for whenever they are participating in them. There is a list of *Secondary Activities* that are covered only during club meets. The list of *Secondary Activities* can be found on Page 3 of the [policy summary](#).

5. What qualifies as a club meet for Secondary Activities to be covered?

Relevant to: BMC affiliated clubs & club members

At a basic level a club meet is a meet that the club (usually the club committee) has organised and endorsed for club members and is open to and promoted to all club members. For more information about what is / isn't a meet in relation to the insurance cover, please refer to the specific guidance in [Appendix I](#).

6. How could liability attach to a club?

Relevant to: BMC affiliated clubs

Liability can attach to mountaineering clubs under a variety of circumstances, principally under the four heads of cover detailed above (in Q1); some examples may be:

- [i] A member or third party could be injured by faulty or poorly maintained club premises.
- [ii] If a novice mountaineer sustained injury on a club led climb.
- [iii] A third party may sustain injury as a result of faulty equipment provided by the club.
- [iv] Food poisoning could be suffered by a third party from materials either made or distributed by the club.
- [v] Third parties may take offence to published materials e.g. guidebooks / newsletters / website / social media / online imagery (photographs, video clips).
- [vi] If a rock or debris was dislodged and caused injury or damage to a third party or property when it fell.
- [vii] Should the club become insolvent as the result of negligent mismanagement of finances.
- [viii] Should a landowner's gate be left open and cattle/sheep escape and cause third party injury or damage.
- [ix] A club may be sued for failure of its duty of care to children or vulnerable adults.

Under all of the above circumstances, the Combined Liability Insurance policy would provide indemnity to a limit of £10,000,000, or £15,000,000 where the claim is for bodily injury. Further information on Combined Liability Insurance is available from [Howden](#).

7. Why has the Public Liability Insurance cover been increased from £10,000,000 to £15,000,000?

Relevant to: all BMC members residing in the UK

In March 2017 changes were made to the mechanism used to calculate the amount by which compensation payments for long-term catastrophic injuries are discounted to allow for income from investments over the period the award is intended to cover. This change, reflective of the belief that income from investments will be negative in future years, means that the amount payable for a claim where there is long-term injury will increase significantly.

The impact of this is that compensation awards for catastrophic injuries are expected to increase manyfold.

Previous advice has been that a £10,000,000 limit of cover was adequate but in light of the above, as BMC activities carry a high risk of a catastrophic injury caused by a fall from height (e.g. spinal injury, traumatic brain injury), it has been decided that the amount of cover for bodily injuries should be increased to ensure that members and clubs are adequately protected.

Due to restrictions imposed as a result of the UK's exit from the European Union, cover for members resident in the Republic of Ireland is £10,000,000 maximum.

8. What about new club members or prospective club members, do they get cover?

Relevant to: BMC affiliated clubs & club members

New members are insured from the day they pay membership to the club, provided that the club clearly records the date of payment (e.g. by using a receipt book).

A 'prospective' club member, who may not have paid for club membership, will be insured through the Combined Liability Insurance policy when engaging in a club's activities, for a maximum trial membership period of three months (the three-month grace-period), providing that the club has a record of that person's details. To remain insured beyond the three-month trial membership, that person must appear on the club's next declaration with the appropriate subscription paid to the BMC. See [Q9](#) for more details on the grace-period.

The 'prospective member' cover is referenced in the Confirmation of Liability Cover in the [BMC Insurance Centre](#).

9. What is the 'three-month grace period'?

Relevant to: BMC affiliated clubs

From the point that an individual makes their first practical contact with the club, such as when they join up with members to climb at the wall or attend an outdoor meet, the prospective member will have a three-month grace period where they will receive the same Combined Liability Insurance cover as all other BMC Club Members. The club has to ensure that it holds personal contact details of the prospective member to evidence their contact with the club – this is usually via a club registration form. Dates when a prospective member attends meets should be recorded by the club.

Before the three-month period ends the prospective member will need to become a BMC Club Member, and the club will need to pay the relevant subscription fee to the BMC. The individual will then continue to have access to the Combined Liability Insurance cover plus they will have access to all other BMC Club Member benefits.

This does not mean that the prospective member has to become a full member of the club at the same time if they have not yet met the entry requirements for the club, but the club must register and pay for their club membership of the BMC to maintain Combined Liability Insurance cover.

If the individual does not become a BMC Club Member they will be classed as a non-member and will not have access to the Combined Liability Insurance cover nor the other member benefits.

10. What does our club need to do to ensure that the Combined Liability Insurance cover is validated?

Relevant to: BMC affiliated clubs

For BMC Combined Liability Insurance to be valid, an affiliated club must maintain an appropriate record of all of its members including directors, trustees, officers, honorary members, life members and social members. Details of all members should be passed to the BMC via MSO (Membership Services Online) at the time of annual renewal, and MSO should be regularly updated (every quarter, as a minimum) with details of any new members or with changes to details for existing members. MSO is available 24:7 so clubs are able to update at a time to suit them.

See also [Q8](#) about new and prospective club members.

It is not necessary to list club members who live overseas. This is because Combined Liability Insurance cover does not extend to club members who reside outside the UK and Éire, including the Channel Islands, Isle of Man and Gibraltar. See [Q 15](#) for more details.

11. Do guests on club meets receive cover through the policy?

Relevant to: BMC affiliated clubs

No, guests do not receive any personal cover through the BMC policy.

A guest is anyone who is neither a member of your club nor a prospective member. 'Guests' include partners of and children of club members.

From an insurance perspective there is no difference between an individual being formally invited by the club committee to a meet (such as inviting former members to an anniversary meal) and an individual attending a meet after being invited by another member. In neither case would the individuals (the guests) receive cover from Combined Liability Insurance via the club.

If an injury is caused to them by a BMC member and the guest claims for compensation, the member would be protected by the BMC policy, which would pay compensation if that was appropriate. If the guest causes an injury to someone else, such as a club member, then the injured party could claim against the guest but they may not be protected by any insurance, as the BMC policy will not provide them with cover.

If the guest is a member of another BMC affiliated club or is an individual member of the BMC then they will be covered by the BMC policy.

More details are available in [Appendix II](#).

12. We run family meets, surely the children are covered?

Relevant to: BMC affiliated clubs

Children only have cover from the Combined Liability Insurance policy if they are either club members of the BMC (there is a reduced rate for under 18s), or they are an individual member of the BMC, or their parents take advantage of the family membership offer. There is no automatic cover for a child, even if their parent is a member.

Family Membership Offer – Parents or grandparents who are current club members now have the option for their children / grandchildren who are aged 11 and under to be registered for free BMC membership that provides Clubs Combined Liability Insurance. Clubs will need to register the children via MSO to ensure that they receive this benefit. The ‘Under 18’ membership fee will need to be paid for those children aged 12 years or over.

13. We have a social membership category – are these members covered?

Relevant to: BMC affiliated clubs

‘Social Members’ will only have Combined Liability Insurance cover at club events, including at social meets, if they are members of the BMC. If the individual is a member of the club they should be a member of the BMC (as per the [BMC Articles of Association](#)).

14. What are the risks of allowing non-members on to club meets?

Relevant to: BMC affiliated clubs

For example.....On a club meet the new members secretary allocates a prospective member to climb with an existing club member. The prospective member dislodges a rock which lands on the club member (the belayer) breaking their arm. The club member is unable to work for several weeks, and being self-employed suffers a significant loss of income. The club member chooses to claim against the prospective member for damages.

- If the prospective member is within their three-month grace-period then the BMC Combined Liability Insurance policy will protect the prospective member with potential payout to the club member.
- If the prospective member is out of the grace-period and the club has not affiliated them with the BMC then the BMC policy will not protect the prospective member and therefore wouldn't pay out to the club member. The club member could then be left in financial difficulties, and might choose to take action against the committee of the club if it was felt that it had failed in its duty of care towards the members of the club by allowing an individual on to a club meet with no liability insurance cover.

15. Are there geographical limitations to the insurance cover?

Relevant to: all BMC members

The BMC Insurance (both Combined Liability Insurance and Personal Accident Disability Insurance) is **only** available to BMC members who are resident in the UK and Éire, the Channel Islands, Isle of Man and Gibraltar, and including Armed Forces / BFPO.

Please note that the Public Liability Limit of Indemnity for those members who are resident in Éire is £10,000,000M.

Cover is applicable worldwide, subject to the exclusion of any legal action brought against the insured in a court of Law within the USA/Canada. This does not mean that activities in the USA/Canada are excluded, simply that legal actions brought in the USA/Canada are excluded.

16. Does a club member get Personal Accident Disability Insurance cover?

Relevant to: upgrade members

This benefit is available to BMC individual members, plus it is available to any BMC Club Member who pays the upgrade fee of £15.20 per year. This fee is paid by the member directly to the BMC and not via the club.

Personal Accident Disability Insurance cover provides you with compensation if you are unfortunate enough to suffer a permanently disabling injury while you are engaged in one of the activities covered by the policy.

There is no death benefit under the policy or cover for recoverable injuries such as broken limbs. Cover for death and loss of earnings while injured are available separately from Summit Financial Services – see Q19.

The Personal Accident Disability Insurance benefit is only available to UK residents (see Q15) and only applies when involved in BMC recognised and insured mountaineering activities, e.g. all forms of mountaineering (including ski mountaineering), climbing, walking and abseiling. The cover includes travel to and from these activities within the UK.

17. Can I get BMC Travel Insurance?

Relevant to: all BMC members

BMC Travel Insurance is available to all club and individual members. The policies are designed to meet the needs of travellers, hill walkers, trekkers, climbers, skiers and mountaineers. What's more all surpluses from BMC Travel Insurance are invested in the important work that the BMC undertakes such as access and conservation. You can get a quote and arrange cover by calling the BMC office, or by logging on to the [BMC website](http://www.thebmc.co.uk/insurance) (www.thebmc.co.uk/insurance).

18. What do I do if there is an incident?

Relevant to: all BMC members

All incidents involving injury or damage to a BMC member or a third party must be reported to Howden as soon as is reasonably practical. It is a requirement to ensure you are complying with the insurance policy terms and conditions. Please also copy your notification to the BMC office.

If you or your club are involved in an incident that involves serious injury or where someone has threatened to claim or bring court action please report the incident immediately.

In the case of a possible liability claim, the incident must be notified to Howden by the party likely to be sued (e.g. the club, leader, etc.) rather than the injured party. It is important that the party likely to be sued does not admit liability prior to speaking to Howden.

With personal accident claims, the injured party is the claimant and they should report the incident to the Howden.

Upon receipt of a letter of claim, Howden should be informed immediately.

Howden Sport Recreation and Equine Tricorn House 51-53 Hagley Road Birmingham, B16 8TP	British Mountaineering Council The Old Church 177–179 Burton Road Manchester, M20 2BB
Claims reporting Tel: 0121 698 8040; Fax: 0121 625 9000 mountaineering@howdengroup.com www.bmc-insurance-centre.co.uk/report-incident	Tel: 0161 445 6111 Fax: 0161 445 4500 www.thebmc.co.uk

19. What cover is available for our club hut?

Relevant to: BMC affiliated clubs

All affiliated clubs automatically benefit from premises liability for a mountain hut that they own, manage, rent or lease.

From 1 January 2016 the Huts insurance scheme will be administered direct by our insurance brokers, Howden Sport Recreation and Equine.

Any queries should be directed to:

Howden Sport Recreation and Equine (BMC Hut Insurance)

Tricorn House

51-53 Hagley Road

Birmingham, B16 8TP

mountaineering@howdengroup.com

www.bmc-insurance-centre.co.uk/organisers

20. What does Summit Financial Services offer me?

Relevant to: all BMC members

Summit Financial Services has developed a range of products that can provide financial cover for climbers, hill walkers and mountaineers. Cover is available, in many instances without loading, for income protection, mortgage protection, life cover and critical illness cover. To obtain more details and a no obligation quote please contact:

Summit Financial Services
135 Northenden Road
Sale Moor
Manchester, M33 3HF

Tel: 0844 579 1008

Fax: 0161 976 3247

Email: summit@sportsfinancial.co.uk

Web: www.summit-fs.co.uk

Summit Financial Services is a trading style of Sports Financial Services Ltd which is an appointed representative of Suttons Independent Financial Advisers Ltd which is authorised and regulated by the Financial Conduct Authority

APPENDIX

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APPENDIX I

What is the definition of a *club meet* for Combined Liability Insurance purposes?

With the arrival of more and more ways for clubs to communicate with their members and for members to communicate with other members, the options for arranging activities/events/meets are now very varied. There are also clubs who are now members of the BMC where social media is the main platform they use for communicating with their members.

The Combined Liability Insurance policy is designed to protect clubs and club members against legal liability under civil law. Although the policy covers many different activities there are certain outdoor activities that are only covered if they are undertaken as part of a club meet – therefore it is important to clarify what is and what isn't a club meet. The policy will also cover the committee officers, committee members and volunteers of the club in relation to club activities – it is therefore important to know whether the activity is seen to be a club meet or not.

Therefore, in the context of the Combined Liability Insurance, a club meet needs to be an event that:

- is **organised for club members** (or prospective club members);
- is **open to all members**¹;
- is **promoted in good time**² to all members; and
- has **activities on offer being those stated on the clubs policy summary document** [www.bmc-insurance-centre.co.uk/clubs] **as being covered by the combined liability policy.**

<i>If an event meets all of the above points and it is</i>	<i>For insurance purposes the meet is....</i>
on the club meets calendar	a club meet
arranged and promoted via the club Facebook (or other social media) page that all members have access to	a club meet
arranged and promoted via a members-only section of the club website (such as on a forum)	a club meet
arranged and promoted via an email invite to all club members	a club meet
arranged and promoted via a casual conversation at the climbing wall (on a club climbing night)	NOT a club meet
arranged and promoted via a casual conversation at the pub (at a club social event)	NOT a club meet
arranged and promoted via an email to selected club members	NOT a club meet
a gathering of club members at the club hut	NOT a club meet
an informal arrangement for members to meet at a local climbing wall	NOT a club meet

Important Notes

Clubs may place their own restrictions on how meets can be organised. It is important the club members follow the rules of their own club.

¹Although a club meet should be open to all members, a club can still place restrictions on certain meets, such as limited numbers due to bed space in a hut, or experience level on a winter meet, or over 18s only.

²'In good time' is relative to the type of meet. A day-out at a local crag could conceivably be arranged with less than a week's notice. Whereas a long foreign trip, such as to the Himalayas, Patagonia, Yosemite, etc., will require notice of several months, maybe over a year to allow members sufficient time to engage with that type of meet.

APPENDIX II

Club Members, Prospective Members, Guests and Combined Liability Insurance

The aim of this table is to provide a quick reference to clubs on different categories of individuals and whether they would receive cover through the BMC Combined Liability Insurance policy while attending meets with the club.

Category	Description	Access to the BMC Combined Liability Insurance cover	Access to all other BMC member benefits
<i>BMC Club Member</i>	An individual holding any category of membership [this may include (but not exclusively) full, family, social, honorary and associate membership] of a BMC-affiliated club who is therefore a club member of the BMC.	Yes	Yes
<i>Children of BMC Club Members</i>	The children (or grandchildren) of a BMC Club Member.	No, unless a BMC member in their own right or via a BMC family membership package	No, unless already a member of the BMC
<i>Prospective Member</i>	An individual who has expressed a desire to join the club. They may also be called an aspirant, novice, provisional, or probationary member. They will have completed a registration form so that you know who they are, how to keep in touch with them, and who to contact in an emergency.	Only during the three-month grace period while on club meets, or if they are already a BMC member **	No
<i>BMC Individual Member</i>	An individual member of the BMC. They could hold adult, family or U18 membership.	Yes	Yes
<i>Guest</i>	A person joining in with a club organised activity but who is not a club member or prospective member. They may be a friend, family member, or former member.	No, unless already a member (club or individual) of the BMC **	No, unless already a member of the BMC
<i>Non-member</i>	For the purposes of this document a non-member is an individual who is neither a member of the BMC nor within the three-month grace period offered to prospective members.	No **	No

** It is possible that an individual (non-member) may have some liability insurance through another source, such as a household insurance policy, but the cover, including the limits of indemnity, is unlikely to match what the BMC policy offers.

APPENDIX III

Ensuring Prospective Members continue to receive the Combined Liability Insurance cover

For example... On Day 1 an Individual (or family unit) meets club members at their local climbing wall to climb with them, continues to the evening social to meet with other members where they complete a club form to become a *Prospective Member* of the club

Options for clubs	By end of 3-month grace period	The Pro's and Con's of each option
<p>The club requests money from the <i>Prospective Member</i> to cover the BMC affiliation fee at time of completing the club form. The club registers the individual with the BMC (via MSO) immediately. The individual then has access to full BMC club member benefits, including the Combined Liability Insurance.</p>	<p><i>Prospective member</i> is a BMC member</p>	<p>+ve - The <i>Prospective Member</i> is a fully-paid up member of the BMC immediately and the club does not have to keep checking paperwork to identify when they need to chase the member for payment.</p> <p>-ve - The <i>Prospective Member</i> has to pay money up-front and that may be a barrier to them joining the club.</p>
<p>The club offers the <i>Prospective Member</i> the opportunity to attend one meet within the first 3-months. The club requests money from the <i>Prospective Member</i> to cover the BMC affiliation fee immediately after their first meet. The club affiliates them with the BMC, and the member has access to full BMC club member benefits including Combined Liability Insurance.</p>	<p><i>Prospective member</i> is a BMC member</p>	<p>+ve - The <i>Prospective Member</i> is a fully-paid up member of the BMC after only one meet and reduces the need to the club to keep checking paperwork to identify when they need to chase the member for payment.</p> <p>-ve - The club has to chase the <i>Prospective Member</i> for money after their first meet.</p>
<p>The club allows the <i>Prospective Member</i> to attend meets and other club activities for 3-months. The club requests money from the <i>Prospective Member</i> to cover the BMC affiliation fee just before the end of the 3-months. The club affiliates them with the BMC, and the member has access to full BMC club member benefits including Combined Liability Insurance.</p>	<p><i>Prospective member</i> is a BMC member</p>	<p>+ve - The <i>Prospective Member</i> has 3-months to decide whether they wish to become a member of the club.</p> <p>-ve - The club has to keep good records to ensure that the prospective member pays the money before the 3-month grace period expires. There is a greater risk of the deadline being missed and the member having no liability cover.</p>
<p>The club waits until the <i>Prospective Member</i> has completed the requirements for full club membership. The club requests the full membership fee from the <i>Prospective Member</i>, including the element to cover the BMC affiliation fee. The club affiliates them with the BMC and the member has access to full BMC club member benefits including Combined Liability Insurance.</p>	<p><i>Prospective member</i> may not be a BMC member</p>	<p>+ve - The <i>Prospective Member</i> only has to make one payment to the club to cover both the BMC affiliation fee and club membership fee.</p> <p>-ve - After the 3-month grace period has expired the member will have no liability cover from the BMC. After the 3-month grace period the club is allowing a non-member to attend club meets.</p>