

Mr Jerry Swift
Howardian View
Great Barugh
Malton
North Yorkshire
YO17 6UZ

27 April 2018

Client ref:633227

Dear Mr Swift

Sports Liability Insurance Renewal

Insured: British Kite Flying Association

Renewal Date: 1st May 2018 **Please note there are No days of grace**

With reference to renewal of the above policy on the date shown, we are pleased to advise there have been no changes to the policy terms we have previously negotiated on your behalf with your insurer, Hiscox.

Premium

Your annual premium to renew your cover is as follows:

Cover	Limit of Indemnity	Excess	Premium
Public Liability	£5 million per occurrence costs in addition	Unlike other Liability policies there are no policy excesses	£2,578.83
Products Liability/Pollution	£5 million any one period costs inclusive		
Professional Indemnity	£5 million any one period costs in addition		
Management Liability	£5 million any one period costs inclusive		
Employers' Liability	£10 million		
Administration Charge			£30.00
Total Payable			£2,608.83

However, it should be noted that the Limit of Indemnity is the maximum amount insurers will pay in relation to the settlement of a claim. Some sports related damages awards have been settled in excess of £5 million and as such we recommend you consider an increased limit of £10 million or more.

Insurance Premium Tax

Please note that Insurance Premium Tax has been increased to 12% with effect from 1 June 2017 in line with the Government Budget review.

Administration fee

This charge goes towards policy administration costs and, in the event of a claim, claims handling costs.

Optional Additional Covers

Hiscox are able to offer the following additional covers which we are very happy to discuss with you:

Additional Cover Options	Limit of Indemnity	Excess	Additional Premium (Inclusive of IPT)
Commercial Legal Protection –provides access to professional commercial legal advice and representation and cover for legal costs including solicitors and barrister's fees, court costs. Expenses for expert witnesses, accountants fees and also lost wages when attending court or a tribunal.	£100,000	£200	£26.00
Internet and Email - Protection in respect of the additional costs incurred following damage by hackers to your website computer system, or allegations of defamation or breach of intellectual property rights in your emails or website	£100,000	£250	£55.00
	£250,000		£83.00
Business HR - Provides an interactive website giving access to a variety of legally compliant HR documents and advice.	N/A	N/A	£63.00
Crisis Containment - covers your costs incurred to utilise the services of a public relations crisis specialist in relation to covered claims under any section of your Hiscox policy.	£25,000	Nil	£17.00
Terrorism	Quotations are available on request		

The following documentation is enclosed for your attention:

- **Renewal Schedule** To simplify the renewal process this year your policy schedule, which is valid for the forthcoming period of insurance subject to receipt of a satisfactory Renewal Confirmation Form. This details the sections of policy that you have selected, and any special terms in addition to those contained in your policy wording. The Schedule has been prepared in accordance with the information that we currently hold namely:

Risk Information

- Declared activities: Kiting activities in accordance with BFKA rules, regulations and guidelines. Social events run and organised by the BKFA affiliated clubs
- The turnover does not exceed £5,000
- The wage roll does not exceed £0 and / or volunteer hours do not exceed 25 hours per week
- Your continued affiliation to
- Your continued compliance with the Sports and Recreation Statement of Fact
- There being no known incidents or circumstances that might give rise to a claim that has not already been reported to us

Abuse Cover

Your current Hiscox policy excludes cover for Abuse.

If you want this cover to be included at this renewal please indicate Abuse cover is required on the Renewal Confirmation Form and it will be necessary for you to answer in the affirmative to the Protection of Children & Vulnerable Adults Statement of Fact . If you are unable to comply fully with each statement, please contact us as soon as possible to discuss.

On receipt of a satisfactorily completed Protection of Children & Vulnerable Adults Statement of Fact, cover will be granted with effect from renewal date, or date of receipt whichever is later.

Your current Hiscox policy excludes cover for Abuse.

If you want this cover to be included at this renewal please indicate Abuse cover is required on the Renewal Confirmation Form and it will be necessary for you to answer in the affirmative to the Protection of Children &

Vulnerable Adults Questionnaire. If you are unable to comply fully with each statement, please contact us as soon as possible to discuss.

On receipt of a satisfactorily completed Protection of Children & Vulnerable Adults Questionnaire, cover will be granted with effect from renewal date, or date of receipt whichever is later.

- **Certificate of Employers Liability** - You must display a copy of the Employers' Liability Certificate where your employees can easily read it. Since 01 October 2008 you have been allowed to display your certificate electronically, provided your employees know how and where to find the certificate and have reasonable access to it
- **Important Provisions within your Policy Cover** – highlighting those terms in your policy which we consider to be key, and where appropriate, explaining what the consequences are if you are unable to comply with these requirements. If any of these terms are unacceptable, or if you feel that you do not properly understand any terms or the explanation of it which we have provided, please do contact us immediately. This will provide us with the opportunity to discuss it further with you, and where appropriate, to seek a solution with your insurers.
- **Important Information for Clients** – provides important information that is not included elsewhere.
- **Sports and Recreation Statement of Fact** - insurers require your agreement that all statements are true before agreeing to insure you.
- **Protection of Vulnerable Children and Adults Statement of Fact** - insurers require your agreement that all statements are true before agreeing to insure you.
- **Commercial Client Agreement** - clearly and concisely establishes the basis of our relationship with you and the services that we will provide as well as detailing the important practices and procedures which need to be followed by both of us in relation to our appointment as your agent

It is essential that you review the risk information above and Statements of Fact documentation and contact us immediately if any of the details are incorrect or you are unable to comply with the Statement of Fact, since any misrepresentation made by you may affect the premium/cover or the insurers' decision to offer cover.

- **Renewal Confirmation Form** – to be completed by you to confirm that there are no material changes to be notified and return together with your payment prior to renewal date. Details are included of the payment options available to you. If you wish to settle your premium by debit or credit card please do not send card details to us, to make a secure payment please simply call our cashier team on 01234 408800 or email them at cashiers@rkhgroup.com requesting a call back.
- **Invoice** – providing a breakdown of the premium due
- **Policy Wording** – Insurers have updated the policy wordings following the introduction of the Insurance Act effective 12 August 2016

How to renew your Insurance

Please read the following:

- Risk Information
- Important Provisions Guide
- Renewal Schedule
- Sports and Recreation Statement of Fact
- Protection of Children and Vulnerable Adults Statement of Fact
- Commercial Client Agreement
- Important Information for Clients

Complete and return:

The Renewal Confirmation Form together with your payment prior to renewal date to ensure continuity of cover

If you have any queries, or if we can be of any further help, please do contact us immediately.

We look forward to continuing to provide your Sports Liability Insurance for the forthcoming year and wish you a successful year ahead.

Yours sincerely



David Gilding
Sports Commercial Team Leader

Direct Dial +44 (0)121 698 8157
Email david.gilding@howdengroup.com

CLAIMS ADVICE

Should you have need to make a claim under the policy, please contact our claims department immediately on 0121 698 8000. We will advise you of the necessary course of action.

You are required to report ANY incident that may give rise to an insurance claim particularly in cases involving personal injury, please refer to the Incident Notification & Recording Guidelines

INCIDENT NOTIFICATION GUIDELINES

It is important that all incidents that may give rise to a claim are reported to us as soon as possible after the event. This will enable Insurers to carry out investigations at an early stage whilst information relating to the claim remains fresh in the mind. This will also ensure that you are complying fully with your policy terms and conditions.

Additionally you are also required to comply with the amendments to the Ministry of Justice procedures which came into effect on 31st July 2013. These require disclosure of insurance details within 24 hours of contact by Third Party solicitors following an injury where you may be liable. Failure to comply with the revised procedures will result in a sharp increase in costs.

In order to achieve this, we ask that you notify Howden immediately of any incident that involves:

- a fatal accident.
- an injury involving either referral to or actual hospital treatment.
- any allegations of libel/slander.
- any allegations of Professional Negligence i.e. arising out of tuition, coaching or advice given.
- any investigation under any child protection legislation.
- any circumstance involving damage to third party property.

An injury is defined as:

- any head injury that requires medical treatment [Doctor or Hospital].
- any fracture other than to fingers, thumbs or toes.
- any amputation, dislocation of the shoulder, hip, knee or spine.
- loss of sight [whether temporary or permanent].
- any injury resulting from electrical shock or burn, leading to unconsciousness or requiring resuscitation or admittance to hospital for more than 24 hours.
- any other injury leading to hypothermia, heat induced illness or to unconsciousness which requires resuscitation or admittance to hospital for more than 24 hours.
- loss of consciousness caused by asphyxia or by exposure to a harmful substance or biological agent.

Please note the above list is not exhaustive and if you are unsure as to whether an incident should be reported, then please do not hesitate to contact Howden Claims Department for further advice.

We would remind you that in NO circumstances should you admit liability or agree to pay for any damage caused as this may prejudice the position of Insurers and COULD result in the withdrawal of any indemnity.

Finally, please note that this is a Liability Policy where Insurers decide if negligence attaches to you. Therefore any payments you make to any third parties will not necessarily be reimbursed.

INCIDENT RECORDING GUIDELINES

We would recommend that a designated person within your organisation is made responsible to record any reportable accident. Records must be kept for at least 6 years and longer where the incident involves a minor (guidance is 25 years or longer). Names and addresses of any possible witnesses should also be recorded.

Current legislation does not specify the format of an accident register but the Accident Book BI 510 obtainable from HMSO is frequently used and is approved by the Information Commissioner for D&A Compliance.

The register must contain the following information relating to all reportable accidents or dangerous occurrences:

- date and time of accident
- as regards a person at work - full name; occupation; nature of injury; age
- as regards a person not at work - full name; status [e.g. customer]; nature of injury; age
- place where accident occurred
- a brief description of the circumstances
- method by which the event was reported.

REPORTING INCIDENT TO HEALTH & SAFETY EXECUTIVE

You may also have obligations under the RIDDOR regulations to report incidents to the HSE. For further information log onto the HSE website www.hse.gov.uk/riddor

CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 (the Regulations), one or more copies of this certificate must be displayed at each place of business at which the policy holder employs persons covered by the policy)

Policy number	S18M9054
1) Name of policyholder	The committee for the time being of British Kite Flying Association
2) Date of commencement of insurance policy	1st May 2018
3) Date of expiry of insurance policy	30th April 2019
	Both days inclusive

We hereby certify that subject to paragraph 2:

1. The policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey, the Island of Alderney (b); and
2. the minimum amount of cover provided by this policy is no less than £5 million (c).

Signed on behalf of Hiscox Insurance Company Ltd

Steve Langan

Notes:

- (a) Where the employer is a company to which regulation 3(2) of the regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.
- (b) Specify applicable law as provided for in regulation 4(6) of the Regulations.
- (c) See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.

About the insurer

Insurer	Hiscox Insurance Company Limited
Registered address	1 Great St Helens, London, EC3A 6HX United Kingdom
Company registration	Registered in England number 00070234
Status	Hiscox Insurance Company Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority

EMPLOYERS' LIABILITY TRACING OFFICE (ELTO)

Hiscox is a member of ELTO and must collect certain information about the entities insured for UK Employers' liability insurance under your policy.

Information we hold for your policy

Policy number: S18M9054

Insured: The committee for the time being of British Kite Flying Association

We hold the following information for your policy. Please check it and notify us (or your insurance intermediary if you have one) if anything is incorrect.

Employer/registered company name	Main/registered address	Postcode	HMRC Employer Reference Number (ERN)	ERN not applicable reason
British Kite Flying Association	Howardian View Great Barugh Malton North Yorkshire	YO17 6UZ		All employees earn less than threshold

Please refer to your policy schedule for details of our obligations, your rights and how your information may be used.

Mandatory information - what is required?

Below is a summary of the information we must collect from you to help you provide the correct information.

For the main policyholder and each additional employer or subsidiary company in the UK insured under the policy, the following is required:

1. Employer name
2. Full address of employer including postcode
3. HMRC Employer Reference Number (ERN)

Entities which do not have an HMRC ERN

If any entity insured does not have an ERN, a reason must be supplied to us from the following:

- All employees below PAYE threshold
- Business registered outside England, Scotland, Wales or NI
- The business does not have any employees

Policy Number 1887208/S18M9054

RENEWAL SCHEDULE
INSURANCE DETAILS

Period of Insurance :	From 1st May 2018 to 30th April 2019 (both days inclusive)
Date issued :	27th April 2018
Underwritten by :	Hiscox Underwriting Ltd on behalf of the insurers listed for each section of the policy
Payment Method :	Payment by Broker's Account

INSURED DETAILS

Insured:	The Committee for the time being of British Kite Flying Association
Address:	Howardian View Great Barugh Malton North Yorkshire YO17 6UZ
Additional Insured's:	For Additional Insured's refer to the Additional Insured's Section below
Business Description and activities:	<ul style="list-style-type: none"> Sporting association for Kiting activities in accordance with BFKA rules, regulations and guidelines. Social events run and organised by the BKFA affiliated clubs
General terms and conditions wording :	11422 WD-HSP-UK-PSS-GTC(8) The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section below.

PREMIUM DETAILS

Annual premium:	£2,302.53	Insurance Premium Tax:	£276.30	Total Insurance Premium:	£2,578.83
Administration fee:	£30.00			Final Total Due:	£2,608.83

Additional insured's are not applicable to any Management Liability Portfolio Section present on schedule.

ADDITIONAL INSURED – If applicable

Additional insured:	Kent Kite Fliers Herrington Kite Club Stack UK Midland Kite Fliers North East Kite Fliers Bognor Regis Kite Fliers Essex Kite Fliers White Horse Kite Fliers Essex Kite Group Loddon Valley kite Fliers North Hants Buggy Club Brighton Kite Fliers
Professional Indemnity :	£5,000,000
Public and Products Liability :	£5,000,000
Employers Liability:	Covered as Insured
Management liability:	Cover shared under policy aggregate limit of indemnity of £5,000,000
Business description and activities :	<p>Affiliated sports club undertaking setting club rules, ensuring adherence to club rules, disciplining members who fail to adhere to club rules, arranging suitable times and locations for club activities, promotion of club activities, arranging club events for members and fund raising purposes and the provision of instruction, coaching, training, tuition, supervision, advice and assessment in respect of:</p> <ul style="list-style-type: none"> • Kiting
General terms and conditions wording :	11422 WD-HSP-UK-PSS-GTC(8)The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section below

Sports and recreation insurance

PUBLIC AND PRODUCTS LIABILITY

Section Wording	11420 WD-HSP-UK-PSS-GL(8)
Insurer	Hiscox Insurance Company Limited
Limit of indemnity	£5,000,000
Limit applies to	Each and every occurrence, defence costs in addition, other than for pollution or for products to which a single aggregate policy limit including defence costs applies.
Excess	Nil
Excess applies to	Each and every claim in respect of third party property damage.
Geographical limits	Worldwide
Applicable courts	European Union

Special Limits	(included within and not in addition to the overall limit insured above)
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Criminal defence costs	£250,000 in the aggregate
Pollution defence costs	£250,000 in the aggregate

What is not covered	
Claims first brought in the USA are not covered	

Endorsements	
6167.1	Public and Products Liability: Retroactive Date
6236.0	Removal of Cover: Claims against Members

PROFESSIONAL INDEMNITY

Section Wording	11421 WD-HSP-UK-PSS-SP(4)
Insurer	Hiscox Insurance Company Limited
Limit of indemnity	£5,000,000
Limit applies to	any one claim excluding defence costs
Excess	Nil
Excess applies to	Each and every claim

Geographical limits	Worldwide
Applicable courts	European Union
Endorsements	
400.2	Retroactive Cover

MANAGEMENT LIABILITY: TRUSTEES, DIRECTORS AND OFFICERS LIABILITY

Section Wording	11417 WD-HSP-UK-PSS-DOT(9)
Insurer	Hiscox Insurance Company Limited
Policy limit	£5,000,000
Limit applies to	in the aggregate including costs
Excess	Nil
Excess applies to	Each and every claim
Geographical limits	Worldwide
Applicable courts	European Union

Endorsements	
705.4	Prior and Pending Litigation Date
827.1	Directors and Officers Retroactive Date

EMPLOYERS' LIABILITY

Section Wording	11412 WD-HSP-UK-PSS-EL(7)
Insurer	Hiscox Insurance Company Limited
Limit of indemnity	£10,000,000
Limit applies to	All claims and their defence costs which arise from the same accident or event
Geographical limits	Worldwide
Applicable courts	England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Special Limits	(included within and not in addition to the overall limit insured above)
Criminal defence costs	£250,000
Pollution defence costs	£5,000,000



Endorsements	
3121.0	EL Mandatory Information

The General Terms of this policy and the terms, conditions and exclusions of the relevant section all apply to this endorsement except as modified below:

Public Liability clauses in full

6167.1	Public and Products Liability: Retroactive Date
We will not make any payment for any claim or loss, other than any claim for abuse or molestation, arising from your activities performed before 1st May 2015.	
6236.0	Removal of Cover: Claims against Members
We will not make any payment for any claim or loss directly or indirectly due to any claim against a member.	
Special definitions for this section, You/your, is amended to read as follows:	
You/Your	
Also includes any director, employee, volunteer, general partner, trustee or committee member of yours whilst acting on your behalf.	

Professional Indemnity clauses in full

400.2	Retroactive Cover
We will not make any payment for any claim or loss which arises from any of your activities performed or any dishonesty committed, or if applicable any document, information or data lost, damaged or destroyed, before: 1st May 2015.	

Management Liability clauses in full

705.4	Prior and Pending Litigation Date
Prior & Pending Litigation Date 1/5/15	
827.1	Directors and Officers Retroactive Date
We will not make any payment for any claim, loss or investigation based upon, attributable to or arising out of any wrongful act or employment practice wrongful act committed or attempted or alleged to have been committed or attempted before 1st May 2015	
3121.0	EL Mandatory Information

You must provide us with the following information for each entity insured under this section of the policy:

1. Employer name; and
2. Full address of employer including postcode; and
3. HMRC Employer Reference Number (ERN).

If any insured entity does not have an ERN, you must provide us with one of the following reasons:

- a. The entity has no employees; or
- b. All staff employed earn below the current Pay As You Earn (PAYE) threshold; or
- c. The entity is not registered in England, Wales, Scotland or Northern Ireland.

You must inform us immediately of any changes to the above information. This information is required by us to enable compliance with mandatory regulatory requirements for Employers' liability insurance.

Clauses applicable to the whole policy

603.1

Commercial Assistance and Legal Advice Helpline

This policy gives you access to a legal advice helpline to assist in the day-to-day running of your business. This helpline is available 24 hours a day, 7 days a week and will ensure you have the best advice when your business is facing legal issues at home or abroad on issues such as:

- ☐ Employment
- ☐ Prosecutions
- ☐ Discrimination in the workplace
- ☐ Health & safety
- ☐ European law

Helpline number: +44 (0)845 2703298

Helpline hours: 24 hours a day, 7 days a week

This helpline is provided by DAS Legal Expenses Insurance Company Ltd. as a service for eligible Hiscox policyholders.

INFORMATION ABOUT US

This policy is underwritten by Hiscox Underwriting Limited on behalf of the insurers listed below.

Name	Hiscox Underwriting Limited
Registered address	1 Great St. Helens London EC3A 6HX United Kingdom
Company registration	Registered in England number 02372789
Status	Authorised and regulated by the Financial Conduct Authority

Insurers

These insurers provide cover as specified in each section of the schedule.

Name	Hiscox Insurance Company Limited
Registered address	1 Great St. Helens London EC3A 6HX United Kingdom
Company registration	Registered in England number 00070234
Status	Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority
Name	DAS Legal Expenses Insurance Company Limited
Registered address	DAS House, Quay Side, Temple Back Bristol BS1 6NH United Kingdom
Company registration	Registered in England number 00103274
Status	Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

Complaints procedure

If you have any questions or concerns about the sale of your policy or the service offered by your broker, please speak to your broker in the first instance:
Howden, Tricorn House, 51-53 Hagley Road, Birmingham, B16 8TP.

Or by telephone on +44 (0) 121 698 8000
Or by email at sports@howdengroup.com

If you have any questions or concerns about the terms of your cover or the decisions regarding the settlement of a claim, please contact Hiscox Customer Relations team at:
Hiscox Customer Relations, 3rd Floor, Mallard House, Kings Pool, 3 Peasholme Green, York, YO1 7PX.

Or by telephone on +44 (0) 1904 681 198
Or by email at customer.relations@hiscox.com

Hiscox Customer Relations team will do all they can to put things right, but if you're still not satisfied, they will tell you how to take your case to the Financial Ombudsman Service in the United Kingdom.

For more information regarding the scope of the Financial Ombudsman Service, please refer to www.financial-ombudsman.org.uk.

Claims contact information

If you need to make a claim you should contact your broker, Howden, immediately. You will need to provide your policy number and full details of the claim, including the date, amount and circumstances of loss.

Name	Howden
Registered address	Tricorn House 51-53 Hagley Road Birmingham B16 8TP
Telephone	+44 (0) 121 698 8000
Fax	+44 (0) 121 625 9000
Email	sports@howdengroup.com

IMPORTANT PROVISIONS GUIDE

We wish to highlight those terms in your policy which we consider to be key. Our aim is to ensure that you fully understand the obligations you have under your insurance policy.

Warranties and Conditions Precedent

Prior to the implementation of The Insurance Act 2015 (The Act) effective from 12th August 2016, insurers were entitled to impose Warranties and Conditions Precedent to Liability.

A warranty is an undertaking by the insured that:

- something will or will not be done
- a certain fact does or does not exist

Note that, although in the majority of instances the warranty will be phrased "it is warranted that...." the word "warranty" may not appear at all – for example a warranty could be phrased "if you do not...."

Prior to The Act, failure to comply with a warranty under English Law meant automatic termination of the whole policy from the date of the breach irrespective of whether the breach had any relevance to the claim.

Following implementation of The Act, an insurer will no longer be able to rely on a breach of warranty to reject a claim if the breach is not connected to the actual loss that has occurred. In addition automatic and permanent termination of cover will no longer be the insurers sole remedy for a breach of warranty; instead cover will be suspended while the insured is in breach

Clauses that turn all the disclosed information into a warranty (known as **Basis of Contract Clause**) are strictly prohibited under The Act.

When a condition is applied it is your responsibility to fulfil the requirement set by the insurer, within any stipulated timescale to ensure unrestricted cover is in place.

Prior to the Act insurers often stipulated that a particular condition was precedent to any liability of the insurer. Failure to comply with a condition precedent to liability (as opposed to a condition precedent to contract) allowed the insurer to avoid liability for the claim but not the policy as a whole.

The Act provides that an insurer will not be able to rely on non-compliance with a policy term. If the insured can show that the non-compliance with the policy term could not have increased the risk of the loss. For example, an insurer could not refuse to pay a flood claim because an alarm warranty was breached

Subjectivities

The policy cover may be granted by insurers subject to certain requirements whereby failure to comply may result in cover not being in place depending on the nature and consequences of the subjectivity. Where we highlight any subjectivities please contact us immediately if you are unsure as to the meaning and/or provisos of subjectivities, or are unable to comply.

If any of these terms are unacceptable, or if you feel that you do not properly understand any term or the explanation of it which we have provided, please contact us immediately. This will provide us with the opportunity to discuss it further with you and, if appropriate, to seek a solution with your insurers.

Liability

Your Principal Policy Exclusions

- ❖ Loss of or damage to your own Property
- ❖ Ownership or use of any vehicle, aircraft, hovercraft or water-borne craft
- ❖ Medical malpractice (except for first-aid provided which is included)
- ❖ Deliberate, dishonest, criminal or reckless acts
- ❖ Abuse in respect of the individual accused or alleged to have committed abuse or have permitted abuse
- ❖ Restricted cover in respect of USA/Canada as defined in your policy schedule
- ❖ Membership, prior to the most recent date of joining
- ❖ Contractual terms which go beyond the duty of care you owe at common law
- ❖ War and terrorism
- ❖ Asbestos risks

In addition we draw your attention to the specific **conditions**, **warranties** and **exclusions** which apply to your policy cover as shown under the sections of cover selected. The full clause wording can be found within the Policy Schedule

A complete list of exclusions can be found in the policy wordings.

Conditions – where cover is shown as insured in your policy schedule

- General Terms and Conditions
 - General Conditions
 - Page 3 – General Condition 1. Presentation of the risk
 - Page 3 – General Condition 2. If you fail to make a fair presentation
 - Page 3 – Change of circumstances
 - Page 3 – If you fail to notify us of a change of circumstances
 - Page 4 – Reasonable precautions
 - Page 4 – Premium payment
 - General Claims Conditions – Page 5 - Your obligations
- Public and products liability
 - Page 5 Your obligations
 - Page 5 Correcting problems
- Employers Liability
 - Page 3 Your obligations
- Professional Indemnity – Page 3 Your obligations
- Management Liability – Page 8 Your obligations

Basis of Cover

It is important that you understand that the covers detailed on the policy schedule, with the exception of Employers Liability (and Commercial Assistance & Legal Helpline) are provided on a "claims made basis and as such it is essential that any claims or circumstances that might give rise to a claim are notified during the policy period in accordance with the terms of the policy wording, otherwise right to indemnity under this insurance will be forfeited

IMPORTANT INFORMATION

Regulatory Statement

Howden is a trading name of Howden UK Group Ltd registered at Companies House in England and Wales under Company Number 725875. Registered Office: 16 Eastcheap, London EC3M 1BD.

Howden UK Group Limited is authorised and regulated by the Financial Conduct Authority. Financial Services Register number 309639. For more information visit www.fca.org.uk or call 0800 111 6768.

Duty of Fair Presentation of risk

We take this opportunity to remind you that you owe a duty to make a fair presentation of the risk to the insurer. You have a duty to disclose to the insurer every material circumstance which you know or ought to know after a reasonable search or which is sufficient to put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances. In addition, you have a duty to disclose information in a clear and accessible manner.

A circumstance is material if it would influence a prudent insurer's judgment in determining whether to take the risk and, if so, on what terms.

Failure to disclose a material circumstance may entitle an insurer to:

- in some circumstances, avoid the policy from inception and in this event any claims under the policy would not be paid;
- impose different terms on your cover; and/or
- reduce the amount of any claim payable.

This duty applies:

- before your cover is placed;
- when it is renewed; and
- at any time that it is varied.

If you are not sure whether a fact is material, you should disclose it. Please contact us immediately for assistance if you do not fully understand your duty of disclosure, if you are unsure whether information may be material or if it comes to your attention that you may have not disclosed full and accurate information.

Client Agreement

The intention of the Client Agreement is to clearly and concisely establish the basis of our relationship with you and the services that we will provide as well as detailing the important practices and procedures which need to be followed by both of us in relation to our appointment as your agent.

We wish to draw your attention to those sections specifically highlighted in:

- Section 1, particularly the limitation of liability provisions contained in Section 10
- Section 3 also highlights the Duty of Fair Presentation and the requirements contained within. This places a duty on you to make a fair presentation of the risk to the insurer.

These terms will apply to all dealings between you and us with immediate effect, until and unless we send you a further revised Client Agreement.

Demands and Needs

This statement shows how we have assessed your insurance requirements and why we have recommended this Liability policy to you. This insurance is typically for individuals, organisations or members and committees of clubs or associations who wish to insure their legal liability for sports and leisure activities. You will receive information on the Liability Insurance Portfolio product only which is provided by Hiscox Insurance Company Ltd and you will not receive advice or recommendations from us in respect of other Insurers' products.

This statement shows how we have assessed your insurance requirements and why we have recommended this Liability policy to you. This insurance is typically for organisations who wish to insure their legal liability for sports and leisure activities. You will receive information on the Liability Insurance Portfolio product only which is provided by Brit Syndicates Ltd and you will not receive advice or recommendations from us in respect of other Insurers' products.

Transparency of Our Services

The following information should be read in conjunction with the explanatory notes section below. Further information is provided in our Client Agreement.

The capacity in which we are acting

1. In sourcing a suitable policy for you we are acting as your agent. We have a specific product that we believe would best satisfy your demands and needs.
2. For the purposes of collecting the relevant information to place this insurance, we act as your agent, however in placing the insurance we act as agent of the insurer as we do have full delegated underwriting authority for this policy we are recommending to you
3. In the event of a claim, we act as your agent as we do not have any delegated claims settlement authority for the policy we are recommending to you.

How we made our selection

We have approached a single insurer that we believe would best satisfy your demands and needs. We only offer cover from a single insurer in respect of this type of insurance.

Explanatory notes

Where we have been granted **full delegated authority** from an insurer, we act in an underwriting capacity on behalf of that insurer(s) who, under a binding authority agreement, has given us authority to determine insuring terms, conditions and premiums, bind cover and issue policy documentation.

Our remuneration

You are entitled, at any time to request information regarding any commission which we may have received as a result of placing your insurance business.

Financial Ombudsman Service (FOS)

What to do if you have a complaint

If you wish to make a complaint you may do so by contacting any member of our staff by whatever means is convenient to you. If you cannot settle your complaint with us to your satisfaction, you may be entitled to refer it to the Financial Ombudsman Service (FOS). The FOS can be contacted by accessing the website www.financial-ombudsman.org.uk or telephoning 0800 0234567 or 0300 1239123

Premium Payment facilities

We normally accept payment by cheque, BACS or credit and debit card (Visa, MasterCard, Switch or Delta).

There are no charges for payments by credit or debit card.

For Bacs payments our bank details are:

Royal Bank of Scotland, Sort Code 15-10-00, Account Number 23132012 - please quote your client reference or organisation name

Alternatively, it may be possible for you to spread the cost of your insurance by paying monthly instalments. Such a facility may be available directly from your insurer or from our exclusive premium finance provider, Premium Credit Limited ('PCL').

PCL is the No.1 provider of premium finance in the UK and Ireland with over 2 million customers. See www.premiumcredit.co.uk for more information.

We shall always offer you the best available option based upon the lowest total additional cost of either the insurer's own facility or our exclusive facility with PCL. If you would like us to provide both options then please contact us.

What you need to consider about the PCL Credit Facility

If you elect to pay your premiums by the PCL facility and you are a new customer to PCL, this will require you to enter into a separate credit agreement with PCL; this agreement will be regulated by the Consumer Credit Act 1974 if you are an individual or partnership of less than 4 persons, although most of the Act does not apply if the amount of credit exceeds £25,000 and it is for business purposes. Consumers have a 14 day period to withdraw from the credit agreement after it has been made.

Please do not elect to pay your premium by monthly instalments using the PCL facility if you are in any doubt as to your ability to make the monthly payment in full and on time. Failing to make a payment when it is due or cancelling your Direct Debit instruction breaches the terms of the credit agreement and can have a number of consequences which may be severe:

- you will be charged £20 on each occasion this happens;
- your credit agreement could be terminated which could result in cancellation of the financed insurance policy(ies);
- PCL may take legal proceedings against you. You may be liable to pay their reasonable costs and if they are successful it may make it more difficult for you to obtain credit in the future;
- In some circumstances they may obtain bankruptcy, administration or other orders following judgement;
- PCL may report non-payment to credit reference agencies which will adversely affect your credit rating.

The personal information and the bank details you provide to us will be passed to PCL who will contact you via email or post to send you documentation. Credit is subject to status and PCL may use a credit reference agency that leaves a record of the search or other information about you, to carry out credit approval and anti-money laundering checks.

The Credit Agreement and details of the associated risks will be provided to you by PCL however if you require a sample copy in advance, to assist in making your decision, please visit www.howdengroup.com/recourse

What you need to consider about our services in offering the PCL instalment facility

- We act as a credit broker and not a lender.
- PCL are our preferred and exclusive premium finance provider.

You will not receive advice or a recommendation from us. We will provide you with information on the finance terms available; you will then need to make your own choice about how to proceed. In reaching your decision you should consider:

- the additional costs of spreading your payments and their affordability
- other sources of finance available to you which might be cheaper (e.g. use of existing overdraft or business finance).
- the implications of your insurance being cancelled by PCL should you default on your loan repayments
- additional interest and charges you may incur if you fail to make the minimum monthly payments and subsequent effect on your credit rating

Under the terms of your credit agreement or our contract with PCL we will:

- offer, arrange and administer the premium finance, including entering your insurance policy details and premiums on to the PCL computer system
- cancel your insurance policy in the event you default on the loan
- distribute the return premium from any cancelled insurance policy, secured against the loan as part of the finance agreement, to PCL to offset any outstanding balance you owe.
- receive finance commission from PCL as compensation for the time and expense incurred in promoting, arranging and administering premium finance .

Sport Recreation Insurance Statement of Fact

Clubs, Associations and Activity Businesses

All information in this Statement of Fact is material.

General

1. None of the individuals responsible for the running of the organisation, coach/principal/director/committee member/official have:
 - had the insurance proposal declined, renewal refunded, or cover terminated for any reason
 - been declared bankrupt or been granted an IVA
 - been convicted of any criminal offence other than a motor offence or an offence that is considered "spent" under the rehabilitation of offenders Act 1974.
2. The organisation has no assets outside of Great Britain, Northern Ireland, The Channel Islands or the Isle of Man.
3. The organisation does not generate income from outside the UK.

Health and Safety

4. The organisation complies with relevant Health and Safety legislation and has appointed a Committee member or member of senior management who have responsibility for health and safety.

First Aid and Emergencies

5. The organisation ensures the provision of suitable first aid and equipment on all appropriate occasions, including training, competitions and social events. There are established procedures to ensure effective communications with the emergency services.

Coaching and Officiating

6. All activities including competitions and coaching take place at safe venues and with safe equipment which has been subject to your own appropriate and documented risk assessment.
7. All activities including coaching and competitions are lead by coaches and officials who are qualified to comply with NGB or UKCC standards.
8. Risk assessments are produced and followed for all activities, including social events, transportation and trips away from home

Financial

9. The organisation is able to pay its debts as they fall due.
10. Two signatories, or the signature of the principal are required for cheques in excess of £25,000.
11. Where audited accounts are a statutory requirement, the auditors' opinion is not qualified in any way.

Premises

All business premises in your custody and control:

12. Are maintained in a good state of repair.
13. Are inspected for trip hazards, dangerous equipment prior to commencement on a daily basis. This item includes rented areas.
14. Are heated by conventional electric, gas, oil or solid fuel central heating systems.
15. Is inspected at least once every five years by a qualified electrician and all defects of the electrical installation remedied.
16. A fire risk assessment has been undertaken.

Employment

17. If the organisation sub-contracts work or engages others to provide a service, you ensure they have appropriate liability protection for the activity they are carrying out for you, at the same limit of indemnity as your own.
18. The organisation has no employees working outside Great Britain, Northern Ireland, The Channel Islands or the Isle of Man for a period greater than 6 months.

General Statements

19. The organisation declare to the best of its knowledge and belief that:
 - all the information provided is true and complete.
 - this Statement of Fact is true and complete.
 - all material information has been disclosed.

Incident Report and Claims Information

It is a condition under the terms of your policy that any circumstance, allegation or investigation that may give rise to a claim is reported to your insurers. To ensure you are complying fully with your policy terms and conditions, the organisation confirms:

20. All existing losses have been accurately and fully disclosed to us.
21. The organisation is not aware, after enquiry, of any circumstances that could give rise to a claim in respect of the risks to which this insurance relates, prior to the inception or subsequent renewal date of this policy (other than those that have already been reported to us in writing). For example, this may include any incident involving bodily injury (including injury to employees, third parties or volunteers), abuse of children or adults, or financial loss.
22. The organisation is not aware of any claim having been made or being made or prosecution brought against any director governor officer trustee or official in respect of any neglect, error or other wrongful act committed in their capacity as director governor officer trustee or official (whether in relation to the activities of the Proposer, or any other entity in which the directors governors officers trustees or officials hold or have held office) in the last 5 years.
23. The organisation has not sustained losses through fraud or dishonesty.

Important notice concerning disclosure

It is your duty to disclose all material facts. A material fact is one that would influence our decision as to whether or not to accept your proposal for insurance, and, if we were to accept your proposal, the terms on which we would insure you and the premium we would charge you. If you are in any doubt as to whether a fact is material you should disclose it.



Tricorn House,
51-53 Hagley Road, Birmingham, B16 8TP. T: 0121 698 8000
F: 0121 625 9000
E: sports@howdengroup.com



PROTECTION OF CHILDREN & VULNERABLE ADULTS

STATEMENT OF FACT

All the information in this Statement of Fact is material.

The information recorded in this document has been material to our assessment of 1) your eligibility for this insurance Policy; 2) the terms and conditions applying to your Policy; 3) your insurance premium.

Policy Management and Operational

You have a written Policy Statement and documented instructions on the protection of children and vulnerable adults.

You have a designated person responsible for all issues regarding the protection of children and vulnerable adults.

You have documented volunteer and employee disciplinary and grievance procedures.

You have a written Anti-Bullying Policy.

You have written standards of good practice for acceptable behaviour.

You undertake and document sufficient and suitable risk assessments for all activities involving children and vulnerable adults including activities away from your own premises involving supervision of children or vulnerable adults.

You have written guidelines on the control of the use of photographic equipment.

You have documented procedures to ensure continued compliance with regulations and guidance on the protection of children and vulnerable adults.

Recruitment/Employment

You risk assess and document all volunteer and employee roles within your organisation.

You confirm where the role involves **frequent** (once a week or more) or **intensive** (four days in one month or more or overnight) contact with children or vulnerable adults you require that:

- all volunteers and employees complete a written application form and their identity is verified before commencing the role for which they are applying.
- at least two written references are obtained and independently verified.
- Disclosure and Barring Service checks are obtained for volunteers and employees prior to employment and updated at least every three years for existing employees and volunteers.

You confirm all prospective volunteers and employees are required to declare prior abuse convictions and whether they are currently or have ever been the subject of any investigation or enquiry into abuse or other inappropriate behaviour.

You confirm there have been no volunteers or employees past or present that have been interviewed in connection with or been the subject of any investigation or enquiry into abuse or other inappropriate behaviour.

Training/Competency

You confirm volunteers and employees receive child and vulnerable adult protection training relevant to their role and for which they sign to acknowledge receipt.

You confirm copies of your written policies and procedures are available to volunteers and employees.

Incident/Complaint Handling

You have written procedures detailing how any person suspecting abuse or neglect may complain.

You have formal procedures for dealing with concerns or complaints relative to abuse or neglect.

You have guidelines on how to respond to allegations or concerns regarding abuse or neglect.

You have a designated person responsible for dealing with all concerns or complaints regarding abuse or neglect.

You require that concerns/complaints about abuse or neglect are recorded, kept securely and retained for a suitable period.

You are not aware after enquiry of any claim or circumstance which might give rise to a claim against any person to be insured under **Additional Liabilities Insurance – Abuse**.

Please complete

I have read all of the above statements and confirm on behalf of the business;

Tick box that applies

Yes - I confirm we are able to comply fully with each statement

☐

No - I confirm we are unable to comply fully with each statement

☐

(Please mark clearly with an 'x' all statements you are unable to comply with)

IMPORTANT NOTICE CONCERNING DISCLOSURE

It is your duty to disclose all material facts. A material fact is one that would influence our decision as to whether or not to accept your proposal for insurance, and, if we were to accept your proposal, the terms on which we would insure you and the premium we would charge you. If you are in any doubt as to whether a fact is material you should disclose it.

A copy of the Statement of Fact should be retained by you for your own records.

DECLARATION

I/We declare that the statements and particulars contained in the Statement of Fact are true and that I/we have not misstated or failed to disclose any material facts. I/We undertake to provide details of any material alteration to these facts occurring before the insurance contract is effected or during the period of insurance.

Proposer:

Name (Block Capitals):

Position in Company:

Signed:

Date Signed:

COMMERCIAL CLIENT AGREEMENT

1. Introduction

This Agreement is between you and **Howden UK Group Limited** ("we", "us", "our"), a subsidiary of Hyperion Insurance Group Limited ("HIG") whose registered office is at 16 Eastcheap, London, EC3M 1BD. We also trade under the following names:

- Howden;
- R K Harrison;
- Howden UK
- Howden Care, BPIF Insurance Services, CLA Insurance Services, Crossfit International Insurance Program, EEF Insurance, National Housing Federation Insurance Services; Howden Private Office; 24/7 Sports Insurance and Spa Underwriting Services Select.

About us

We are an independent Lloyd's insurance broker, authorised and regulated by the Financial Conduct Authority ("FCA").

Our FCA Firm Reference Number is 309639. These details can be checked on the Financial Services Register by visiting

<https://register.fca.org.uk> or by contacting the FCA on 0800 111 6768

We are permitted and normally provide some, or all of the following services, on the terms set out in this Agreement:

- arranging insurance cover for you;
- advising you on your insurance cover;
- assisting you with claims for the duration of your insurance contract; and
- acting as an agent.

Please note that references to "insurance" and "insurers" in this Agreement include "reinsurance" and "reinsurers".

HIG has subsidiaries, Dual Underwriting Limited and Dual Corporate Risks Limited ("DUAL") and Aqueduct Portfolio Management Limited ("APM"), which operate as managing general agents on behalf of insurers.

The intention of this Agreement is to clearly and concisely establish the basis of our relationship with you and the services that we will provide in respect of each insurance contract that we arrange or have arranged on your behalf, unless there is a more specific written agreement between us. We shall proceed on the basis that we have your informed consent to the terms of this Agreement.

We do not offer advice on legal, accounting or regulatory matters.

This Agreement takes effect from the date it is received by you and supersedes any previous Agreement that may have been sent to you by us or on our behalf.

We draw your attention specifically to the following sections:

- Insurance Placing – sets out the basis upon which we will act as your agent in relation to each insurance contract we arrange on your behalf;
- Duty of Fair Presentation – sets out your duty to make a fair presentation of the risk;
- Client Monies – sets out how we hold client money;
- Remuneration – sets out details of our earnings;
- Limitation of Liability – sets out how we limit our liability.

2. Our Services

Treating you fairly

We always aim to treat you fairly. This means that we will always endeavour to:

- conduct our business with due skill, care and integrity;
- not to put ourselves in a position where our primary duty to you is compromised;
- deal with any complaint sympathetically and independently;
- be transparent in the matter of our remuneration; and
- respect your confidentiality.

Independent advice

As an independent insurance intermediary we act as your agent. We are subject to the law of agency, which imposes various duties on us. However, in certain circumstances we may act for and owe duties of care to other parties. We will advise you when these circumstances occur, so you will be aware of any possible conflict of interest. Some insurers may delegate authority to us to bind and

administer an insurance contract on their behalf, including handling and processing claim payments. We will notify you if your insurance contract is placed under a delegated authority, as when conducting these activities we will also be acting on behalf of insurers and not solely as your independent agent.

In the event that our interests conflict with a duty we owe to you, we shall refrain from taking any action until we have received your informed consent to our intended course of action.

Insurance placing

Before commencing negotiations with insurers, we look to establish a proper understanding of your insurance requirements. We will advise on appropriate insurances available to meet your requirements and the relative merits of a single insurer or a multiple insurer placement. We seek to negotiate and secure competitive indications and quotations for insurance which provide a level of coverage, which, in our opinion, is suitable for you. Where we are unable to meet your requirements we will advise you.

COMMERCIAL CLIENT AGREEMENT

Our search for insurance to meet your requirements may mean that we:

- approach a single insurer;
- arrange cover with a number of insurers selected on the basis of our knowledge and experience of the insurance market;
- arrange cover with DUAL or APM who hold delegated authorities from certain insurers to bind cover on their behalf and are remunerated by insurers for their services. If DUAL or APM have provided terms for your consideration, it is identified in your quotation and/or policy documentation, as are the details of the insurers on whose behalf they act;
- provide you with insurance cover under a delegated authority granted to us by an insurer(s), or by DUAL or APM, and this is noted in your quotation and policy documentation.

A list of insurers we select from or deal with in relation to any insurance contract or product we offer or arrange is available to you on request.

Provision of documentation

We will provide you with written confirmation once we have completed your insurance(s). This will be the evidence of insurance we have arranged and which may take the form of an insurer document (such as a copy of the Market Reform Contract or a formal policy document or certificate), covernote, or a broker insurance document which provides confirmation of the terms of the insurance contract we have arranged, and where applicable a schedule of insurer(s) with whom the risk has been placed. As more fully described below, it is your responsibility promptly to check this and notify us if it does not meet your requirements.

Debit note

Our debit note (or equivalent document) will show the premium, any fee due to us and, where relevant, any insurance premium tax, duty or other charge which needs to be remitted to the appropriate authorities by insurers, or which is allowed by insurers to be deducted from the premium payable. If a tax, duty or other charge becomes payable as a result of the insurance contract and

is in excess of the gross premium or allowed to be deducted by you from the premium payable, it is your responsibility to ensure that it is remitted to the appropriate authority(ies), unless otherwise stated in our debit note.

Midterm amendments and adjustments

Any amendments to the insurance contract must be requested in writing and will be confirmed by us with an addendum or endorsement.

Claims notifications

You must notify us as soon as possible of any loss, claim or circumstance which falls within the notification provisions of your insurance contract. Failure to notify insurer(s) promptly may entitle them to reject your claim. You should not admit liability or agree to any course of action, other than emergency measures carried out to minimise the loss, or in the interests of health and safety, until you have obtained agreement from your insurer.

Claims procedures

Unless otherwise instructed, we will act as your representative in negotiations with insurers and will endeavour to ensure prompt and equitable settlement of all valid claims.

However, where we have been granted authority by an insurer to negotiate and settle claims under a delegated authority, we will act on behalf of the insurer. We will make you aware of any claims that will be dealt with by us in this capacity, rather than as your agent.

You should be aware that we may perform a limited service for insurer(s) by relaying instructions, disseminating reports and collecting fees or other disbursements, for insurer(s)' advisors (e.g. surveyors, adjusters and lawyers) where we consider this does not create a conflict of interest. If we consider a conflict of interest may arise, we will refrain from performing any (further) services for insurer(s), unless you otherwise agree in writing.

In the event that an insurer delays making settlement of a claim for any reason, we do not accept liability to pay such amounts, until and unless the insurer has paid the claim to us in cleared funds.

Solvency of insurers

We will only arrange insurance with insurer(s) who have been approved by our Security Committee or for which you have given us specific written approval. Whilst we rely on established rating agencies and use all reasonable endeavours to review information regarding insurers, solvency of an insurer(s) cannot be and is not guaranteed.

Group companies and other intermediaries

Where we consider it appropriate we may engage the services of another intermediary (including other subsidiary and associated companies of HIG) to act as our agent and assist us in the placement of your insurance contract. For example, many countries require the use of local intermediaries to access local insurance markets. In such cases, we will provide specific instructions to such intermediaries

so as to meet your insurance requirements. Please note that these intermediaries may be remunerated separately to us, such as by a fee (agreed by you or us) or by way of commission from insurers.

3. Your Responsibilities

Provisions of instructions, information and completion of any required form

To enable us to fulfill your instructions you must provide us with the information necessary regarding your insurance contract so that we can understand your requirements. Certain classes of insurance require the completion of a proposal form, questionnaire or equivalent document. You must complete such documents accurately. Whilst we may give guidance regarding the completion of these documents, we cannot sign these documents for you.

COMMERCIAL CLIENT AGREEMENT

Duty of fair presentation

An insurance contract is one of the utmost good faith.

Under English law, you owe a duty to make a fair presentation of the risk to the insurer. You have a duty to disclose to the insurer every material circumstance which you know or ought to know after a reasonable search or which is sufficient to put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances. In addition, you have a duty to disclose information in a clear and accessible manner.

A circumstance is material if it would influence a prudent insurer's judgment in determining whether to take the risk and, if so, on what terms.

Failure to disclose a material circumstance may entitle an insurer to:

- in some circumstances, avoid the policy from inception and in this event any claims under the policy would not be paid;
- impose different terms on your cover; and/or
- proportionately reduce the amount of any claim payable.

This duty applies:

- before your cover is placed;
- when it is renewed; and
- at any time that it is varied.

Your policy wording may also provide that this duty continues for the duration of the policy.

You should contact us immediately for assistance if you are unsure whether information may be material, or if it comes to your attention that you may have not disclosed full and accurate information.

Check documentation and acceptance of coverage

It is your responsibility to check the documentation we send you in relation to each insurance contract and satisfy yourself that it is entirely in accordance with your understanding and instructions. You should advise us promptly of any incorrect points or changes required. Otherwise, we will assume that the documentation and insurance contract satisfy your requirements.

We can only agree to bind an insurance contract on your behalf upon receipt of formal written instructions from you.

It is important that you keep your insurance documents safe.

Payment terms

In order for us to meet an insurer's premium payment terms, premiums must be settled to us by the payment date(s) specified in our debit note. In certain circumstances, insurer(s) will stipulate special premium payment terms which, if not met, may affect the validity of the insurance contract. We will advise you when these circumstances arise. We are not under any obligation to settle the premium by the payment date(s) to insurer(s) on your behalf until we have received cleared funds from you by the relevant due date.

Payment methods

Insurance premiums should be settled on an individual debit note or credit note basis. We will issue Statements of Account periodically, if there are monies due to be paid by you.

All payments should be made to us in the currency as indicated on the debit note or statement and wherever possible, by electronic transfer. Bank account details will be advised to you.

COMMERCIAL CLIENT AGREEMENT

Third Party

You may authorise a third party to instruct us with regard to the purchase of your insurance. The third party is acting as your agent and we may wish to satisfy ourselves at the outset that they are authorised to act in this capacity but we are under no obligation to do so.

We will act on all instructions received from your agent as if we were dealing with you directly and will continue doing so until you notify us in writing to the contrary. It is your responsibility to ensure that any instructions given to us by your agent are correct and to notify us of any limitations in respect of your agent's authority.

We will not be responsible for:

- i) checking that your agent has accurately passed on your instructions;
- ii) any exposure arising from inaccurate information submitted by your agent to either us or an insurer; and
- iii) checking that your agent has your continuing authority to instruct us on your behalf.

United States direct procurement (as applicable)

In the event that you present any placement of a US domiciled entity or risk to us as being directly procured, you warrant that it is a lawful placement under any applicable US state direct procurement laws. A lawful placement is a placement where the underwriting of the risk by the insurer(s) and the involvement of any local and out of state intermediary or consultant in the placement process complies with all applicable laws and regulations governing the transaction.

4. Complaints

We strive to do everything to ensure that you receive the best possible service. However, if you wish to make a complaint about our service you may do so by contacting any of our employees by whatever means is convenient to you. Alternatively, you can direct your complaint to our Head of Business Risk at the address set out at the beginning of this Agreement.

We will acknowledge receipt of your complaint in writing within 5 working days and give you our response to your complaint at

this time if we can. If our investigation takes longer, we will usually provide you with a full written response within 20 working days of the acknowledgement.

5. Confidentiality and Data Protection

We will comply with the provisions of the Data Protection Act 1998. All information about you or your business of a sensitive or personal nature will be treated as private and confidential. We will, however, use and disclose the information we have about you in the course of arranging, placing and administering your insurance cover. This may involve passing information about you to insurer(s), other intermediaries, risk management assessors, uninsured loss recovery agencies, service providers, industry regulators, our auditors and other third parties involved directly or indirectly in your insurance cover.

Depending on the circumstances of the insurance contract, the disclosure of personal information to any of the above entities may involve a transfer outside the jurisdiction of the European Economic Area. Your personal information may also be used for research, statistical analysis and crime prevention.

We may also pass information about you to credit reference agencies and premium finance providers in connection with the assessment of your financial standing generally and, in particular, where you have requested a premium instalment plan.

We may also pass information about you to other companies which are part of, or associated with, HIG. We or they may also use the information we hold about you to provide you with information on other products or services we or they can offer and which we or they feel may be of interest to you.

If you have supplied us with personal information relating to a third party, you must make them aware of how we use it as this is the only basis on which we can accept it from you.

6. Client Money

Client money is any money that we receive and hold in the course of arranging or administering insurance on your behalf, or which we treat as client money, in accordance with the FCA Client Assets sourcebook (CASS).

Non-Statutory Trust Account (Client Account)

We provide protection for your money by holding all client money in a general Client Account, a Non-Statutory Trust Account. This is segregated from our own money and CASS requires us to maintain the solvency of the Client Account and conduct regular reconciliations. In the unlikely event of our failure, client money is available to clients ahead of other creditors.

Under CASS, money held in the Client Account may be used for the payment of premium or claims for another client before their monies are received, but increased controls are maintained where this occurs. We are not entitled to use client money to pay our fees or commission before we receive the relevant premium from you.

Risk transfer

Where we have agreed in writing with an insurer to receive money as their agent, money received from you or from the insurer, will be the property of the insurer whilst we hold it. If you pay a premium to us it will be treated as having been received by the insurer, which means you cannot be asked to pay it again, if we do not pay the premium to the insurer. Similarly, once we have received the premium, we would be unable to return it to you, for example in the event of the insurer becoming insolvent. Also, if the insurer pays claims money or a return premium to us for onward transmission to you and we do not pay you, then the insurer will still be liable to you.

Segregation of designated investments

Whilst we pay client money into a Client Account, we may arrange to invest this in a segregated designated investment, as permitted under CASS. If we do this, we will be responsible for meeting any shortfall that is attributable to falls in the market value of that designated investment.

Interest on client money

We may earn interest on cash amounts held and may benefit from foreign exchange differentials and returns on segregated designated investments. As permitted by CASS, any such interest or investment returns shall belong to us and we shall not be required to account for it to you.

COMMERCIAL CLIENT AGREEMENT

Payment to third parties

We may transfer client money to another person, such as another broker or settlement agent, for the purpose of effecting a transaction on your behalf. Where we act as agent of an insurer for the purposes of holding or receiving claim payments or returning premiums, we will remit them to such parties as the insurer directs us to pay. We may otherwise only pay client money to you or your duly authorised representative if we have your specific instruction or consent. Where an intermediary or settlement agent is outside the UK, the legal and regulatory regime applying to the intermediary or settlement agent will be different from that applicable in the UK and, in the event of

a failure of the intermediary or settlement agent, the client money may be treated differently than if the client money was held by a broker or settlement agent in the UK.

Bank accounts

Client money will be deposited in our Non-Statutory Trust with one or more FCA approved bank(s).

7. Remuneration

Our usual remuneration is either by way of brokerage (also known as commission), being a percentage of the premium charged by insurers in respect of the insurance contract arranged by us, or a fee which is agreed in advance with you for the services provided by us, or with your agreement a combination of both. Our remuneration is fully earned upon the inception of the insurance contract and, in the event that the insurance is cancelled or is terminated after inception for whatever reason, or if our appointment is terminated for any reason, we reserve the right to retain/recover the remuneration we have earned.

We may sometimes act as a reinsurance broker to an insurer to arrange reinsurance for the insurer directly involved with your insurance. This placement is subject to a separate and distinct contract with its own terms and conditions, including separate remuneration terms.

In addition to brokerage or fee, we may be remunerated, by the payment of profit commissions, profit shares, service fees and commissions by insurers in respect of a specified portfolio of business, usually placed under a delegated authority.

Where we introduce you to our preferred premium finance company, we receive additional remuneration for the administration services we provide for the premium finance company. You remain free to make your own choice of premium finance provider.

If we introduce you to another intermediary to access an insurance product for you, we may receive a proportion of the brokerage received by the other intermediary and payable by insurers to them, out of the premium which you pay.

We are committed to ensuring that our remuneration and payments we may make to third parties are transparent and so, at your request, we will fully disclose our remuneration, including any income additional to the brokerage or fee.

8. Termination

Either party may terminate this Agreement at any time by providing 30 days' written notice. In the event that our services are terminated by you, we will be entitled to receive any remuneration earned or payable at that date, including by set-off or otherwise.

Remuneration earned or payable to us at that date shall include brokerage due or to become due on further instalments of premium and any further instalments of fees which were to become payable.

This Agreement will terminate immediately if either party:

- commits a material breach of this Agreement; or
- ceases to trade or threatens to cease to trade; or
- becomes insolvent or is subject to any administration, receivership, winding up or similar procedure.

We reserve the right not to continue to provide any services to you, including claims handling, after the date of termination of this

Agreement in the absence of a specific written Agreement between us.

9. Financial Crime

We are obliged to conduct reasonable due diligence to protect us and our clients against the risk of financial crime. At the start and throughout our relationship, we will require you to provide evidence to assist us in verifying your identity and/or legitimacy of any transactions we conduct on your behalf.

Neither party shall be involved in the offering, promising or giving of any financial or other advantage to any person in breach of any anti-bribery laws (including the Bribery Act 2010).

We are obliged to report evidence or suspicion of financial crime to the relevant authorities at the earliest reasonable opportunity and may be prohibited from disclosing any such report to you.

We are not permitted to conduct business with any client that is subject to sanctions or embargoes. If sanctions or embargoes are in place, then we will not be able to proceed with the transaction on your behalf and your insurers may terminate your insurance contract, and not pay any claims that have been notified. If you subsequently become subject to sanctions or embargoes, we may have to terminate our relationship and your insurer may invoke its cancellation rights under your insurance contract, as well as being unable to proceed with any claims that have been notified.

10. Limitation of Liability

The following provisions of this section set out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of all losses, claims or liabilities arising under or in connection with this Agreement (including in respect of any indemnities), whether in contract, tort (including negligence), breach of statutory duty, or otherwise.

- i) All warranties, conditions and other terms implied by law are, to the fullest extent permitted by law, excluded from this Agreement;
- ii) Nothing in this Agreement excludes or limits our liability

COMMERCIAL CLIENT AGREEMENT

for death or personal injury caused by our negligence or for fraudulent misrepresentation;

- iii) Nothing in this Agreement excludes or restricts our duty or liability to you under the applicable regulatory regime;
- iv) Subject to clauses i), ii), and iii) above, our total liability to you, shall in the aggregate be limited to £10 million, and we shall not be liable to you for loss of or corruption of data, loss of profit, loss of anticipated savings, loss of business, loss of opportunity, depletion of goodwill, additional operational and administrative costs and expenses, the cost of procuring replacement goods or services, any punitive or exemplary damages or any indirect or consequential loss or damage.

11. Third Party Rights

Other than where it is contemplated elsewhere in this Agreement, a person who is not a party to this Agreement shall not have any rights under or in connection with it.

12. Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). You may, depending on where the risk is located, your status and the type of insurance contract concerned, be entitled to compensation from the FSCS. Further information is available from the FSCS.

13. Jurisdiction and Choice of Law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of England and Wales.

We both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.

CCA2017£10m

HISCOX RENEWAL CONFIRMATION FORM

Insured:	British Kite Flying Association	Our Ref:	S17M9054
Renewal Date:	1st May 2018		

Are there any changes required to the risk information detailed in the renewal invitation letter?		Yes		No	
If 'Yes' please provide full detail (continue on separate sheet if required) or return the policy schedule noting the changes required. A revised quotation will be provided on receipt					
Additional covers / quotations required Please call us to discuss your requirements on 0121 698 8050 or select as appropriate	Commercial Legal Protection		Internet and Email	£100,000	
	Business HR		Crisis Containment	£250,000	
	Other – please specify				

Declaration

I confirm that I have read and understand the Important Information, Important Provisions Guide and Renewal Schedule documentation.

Further, I declare that I have read the Statement of Fact documentation, and confirm all information contained therein is true and correct.

Name		Email	
Signed		Date Signed	
Status/position		Daytime telephone	

Howden may use the information you provide to send you details of products and services that might be of interest to you.

If you do not wish to receive this information please tick the box

☐

METHOD OF PAYMENT	Please select your preferred method of payment	Charges (in addition to admin fee)	
BACS	Please remember to quote your name / client reference on the bank instruction	0%	
	Bank name: RBS Sort Code: 15-10-00 Account Number: 23132012		
Cheques	Please attach your cheque made payable to Howden UK Group Ltd	0%	
NEW Direct Debit	Monthly instalment facilities are available – Please contact Howden for full details	5.3%	
EXISTING Direct Debit	To continue using an existing Monthly instalment facility please confirm the last four digits of your account for clarification	5.3%	
Credit Card	Please call our cashiers on 01234 408800 or email cashiers@rkhgroup.com asking for a call back to make a secure card payment	Personal Credit Card	0%
		Business Credit Card	
		Amex	
Debit Card	Please call our cashiers on 01234 408800 or email cashiers@rkhgroup.com asking for a call back to make a secure card payment	0%	

