

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

6 May 2021  
Client ref:633227

Dear Mr Swift

### Sports Liability Insurance Renewal

**Insured:** British Kite Flying Association  
**Renewal Date:** 1st May 2021 **Please note there are No days of grace**

With reference to renewal of the above policy on the date shown we are pleased to offer renewal terms as follows.

### Premium

The Annual premium, based upon the cover and sums insured detailed below, is £2,790.99. The premium is inclusive of Insurance Premium Tax (IPT) at the current rate and an administration fee of £30

Cover	Limit of Indemnity	Excess	Premium
<b>Public Liability</b>	£5 million per occurrence costs in addition	Unlike other Liability policies there are <b>no</b> policy excesses	£2,465.17
<b>Products Liability/Pollution</b>	£5 million any one period costs inclusive		
<b>Professional Indemnity</b>	£5 million any one period costs in addition		
<b>Management Liability</b>	£5 million any one period costs inclusive		
<b>Employers' Liability</b>	£10 million		
Insurance Premium Tax			£295.82
Administration Charge			£30.00
Total Payable			£2,790.99

### 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)
<b>Commercial Legal Protection</b> –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
<b>Internet and Email</b> - 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

<b>Business HR</b> - Provides an interactive website giving access to a variety of legally compliant HR documents and advice.	N/A	N/A	£63.00
<b>Crisis Containment</b> - 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
<b>Terrorism</b>	<b>Quotations are available on request</b>		

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 - Kite flying activities in accordance with British Kite Flying Associations rules, regulations and guidelines. Social events run and organised by the BKFA or affiliated clubs agreed by the Association and by insurers.
- The turnover does not exceed £5,000
- The volunteer hours do not exceed 25 hours per week
- The number of Clubs 10
- Your continued affiliation to British Kite Flying Association
- 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.

#### Endorsements

We draw your attention to the following endorsements that apply to your policy - full details of the wordings may be found in the clauses in full section of your policy schedule. Those endorsements marked with an asterisk contain specific requirements that you must follow to avoid the policy being suspended or invalidated.

- 400.2 Retroactive Cover
- 603.1 Commercial Assistance and Legal Advice Helpline
- 705.4 Prior and Pending Litigation Date
- 827.1 Directors and Officers Retroactive Date
- 3121 EL Mandatory Information
- 6167.1 Public and Products Liability: Retroactive Date
- 6236 Removal of Cover: Claims against Members

If you do not understand or are unable to comply with these terms please contact us so we may discuss with your insurer.

- **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 Terms of Business 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](mailto:cashiers@rkhgroup.com) requesting a call back.
- **Invoice** – providing a breakdown of the premium due
- **Policy Wording** – contain full details of the cover, limitations and exclusions. These documents should be read in conjunction with your policy schedule and retained for your records.

### **How to renew your Insurance**

Please read the following:

- Risk Information
- Important Provisions Guide
- Renewal Schedule and policy documentation - we advise you to examine any insurance documents we send you very carefully to ensure they meet with your requirements. If you believe they are incorrect please advise us immediately
- Sports and Recreation Statement of Fact
- Protection of Children and Vulnerable Adults Statement of Fact
- Commercial Client Terms of Business Agreement
- Important Information for Clients

### **Complete and return:**

The Renewal Confirmation Form via email 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

Sports Commercial Team  
Telephone: 0121 698 8050

## **IMPORTANT NOTE FOR CLIENTS**

We apologise for any inconvenience caused, however, due to current circumstances Howden employees are working remotely for the foreseeable future and as such the payments options available to you will be restricted to the following:

1. On-line via the Howden Pay website using a debit or credit card :  
<https://online.howdengroup.com/howdenpay>
2. By bank transfer (details are as referenced on your invoice)
3. Premium Finance via monthly instalments as noted on the Method of Payment table

## **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.

## SAFEGUARDING

Howden Sport, Recreation and Equine have produced specific guidance regarding the notification of circumstances of abuse and poor practice, to help you comply with insurer's terms and conditions.

Full details of this guidance can be found at:

<http://www.howden-sites.co.uk/uploads/documents/docs//Safeguarding-in-Sport-HUG-BJLLP.pdf>

If you have any queries about this or notification of circumstances and claims in general, please speak to your usual contact.

## 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](http://www.hse.gov.uk/riddor)

## CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE

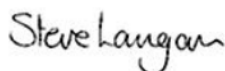
(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 (the Regulations), one or more copies of this certificate must be displayed at each place of business at which the policy holder employs persons covered by the policy)

<b>Policy number</b>	S21M9054
<b>1). Name of policyholder</b>	The Committee for the time being of British Kite Flying Association
<b>2) Date of commencement of insurance policy</b>	1st May 2021
<b>3) Date of expiry of insurance policy</b>	30th April 2022 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

A handwritten signature in black ink that reads "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.

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### About the insurer

<b>Insurer</b>	Hiscox Insurance Company Limited
<b>Registered address</b>	1 Great St Helens, London, EC3A 6HX United Kingdom
<b>Company registration</b>	Registered in England number 00070234
<b>Status</b>	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: S21M9054

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/S21M9054**RENEWAL SCHEDULE****INSURANCE DETAILS**

<b>Period of Insurance :</b>	From 1st May 2021 to 30th April 2022 (both days inclusive)
<b>Date issued :</b>	25th March 2021
<b>Underwritten by :</b>	Hiscox Underwriting Ltd on behalf of the insurers listed for each section of the policy
<b>Payment Method :</b>	Payment by Broker's Account

**INSURED DETAILS**

<b>Insured:</b>	The Committee for the time being of British Kite Flying Association
<b>Address:</b>	Howardian View Great Barugh Malton North Yorkshire YO17 6UZ
<b>Additional Insured's:</b>	For Additional Insured's refer to the Additional Insured's Section below
<b>Business Description and activities:</b>	Sporting association undertaking promotion, lobbying, setting association rules, promoting best practice, event organisation, presentation ceremonies and fund raising for:  Kiting - Kite flying activities in accordance with British Kite Flying Associations rules, regulations and guidelines. Social events run and organised by the BKFA or affiliated clubs agreed by the Association and by
<b>General terms and conditions wording :</b>	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**

<b>Annual premium:</b>	£2,465.17	<b>Insurance Premium Tax:</b>	£295.82	<b>Total Insurance Premium:</b>	£2,760.99
<b>Administration fee:</b>	£30.00			<b>Final Total Due:</b>	£2,790.99

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



**ADDITIONAL INSUREDS – if applicable**

<b>Additional insured:</b>	Clubs affiliated to the Insured
<b>Professional Indemnity :</b>	£5,000,000
<b>Public and Products Liability :</b>	£5,000,000
<b>Employers Liability:</b>	Covered as Insured
<b>Management liability:</b>	Cover shared under policy aggregate limit of indemnity of £5,000,000
<b>Business description and activities :</b>	<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"> <li>• Kiting</li> </ul>
<b>General terms and conditions wording :</b>	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

<b>Section Wording</b>	11420 WD-HSP-UK-PSS-GL(9)
<b>Insurer</b>	Hiscox Insurance Company Limited
<b>Limit of indemnity</b>	£5,000,000
<b>Limit applies to</b>	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.
<b>Excess</b>	Nil
<b>Excess applies to</b>	Each and every claim in respect of third party property damage.
<b>Geographical limits</b>	Worldwide
<b>Applicable courts</b>	European Union

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

<b>What is not covered</b>	
	Claims first brought in the USA are not covered

<b>Endorsements</b>	
6167.1	Public and Products Liability: Retroactive Date
6236	Removal of Cover: Claims against Members

**PROFESSIONAL INDEMNITY**

<b>Section Wording</b>	11421 WD-HSP-UK-PSS-SP(4)
<b>Insurer</b>	Hiscox Insurance Company Limited
<b>Limit of indemnity</b>	£5,000,000
<b>Limit applies to</b>	any one claim excluding defence costs
<b>Excess</b>	Nil
<b>Excess applies to</b>	Each and every claim
<b>Geographical limits</b>	Worldwide
<b>Applicable courts</b>	European Union

<b>Endorsements</b>	
400.2	Retroactive Cover

**MANAGEMENT LIABILITY: TRUSTEES, DIRECTORS AND OFFICERS LIABILITY**

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

<b>Endorsements</b>	
705.4	Prior and Pending Litigation Date
827.1	Directors and Officers Retroactive Date

**EMPLOYERS' LIABILITY**

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

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

<b>Endorsements</b>	
3121	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

<b>6167.1</b>	<b>Public and Products Liability: Retroactive Date</b>
We will not make any payment for any claim or loss, other than any claim for <b>abuse or molestation</b> , arising from <b>your activities</b> performed before 1st May 2015.	
<b>6236</b>	<b>Removal of Cover: Claims against Members</b>
We will not make any payment for any claim or loss directly or indirectly due to any claim against a <b>member</b> .	
<b>Special definitions for this section, You/your</b> , is amended to read as follows:	
<b>You/Your</b>	
Also includes any director, employee, volunteer, general partner, trustee or committee member of <b>yours</b> whilst acting on <b>your</b> behalf.	

#### Professional Indemnity clauses in full

<b>400.2</b>	<b>Retroactive Cover</b>
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

<b>705.4</b>	<b>Prior and Pending Litigation Date</b>
Prior & Pending Litigation Date 01 May 2015	
<b>827.1</b>	<b>Directors and Officers Retroactive Date</b>
We will not make any payment for any <b>claim, loss or investigation</b> based upon, attributable to or arising out of any <b>wrongful act or employment practice wrongful act</b> committed or attempted or alleged to have been committed or attempted before 1st May 2015	

#### Employer's Liability clauses in full

<b>3121</b>	<b>EL Mandatory Information</b>
<p><b>You</b> must provide <b>us</b> with the following information for each entity insured under this section of the <b>policy</b>:</p> <ol style="list-style-type: none"> <li>1. Employer name; and</li> <li>2. Full address of employer including postcode; and</li> <li>3. HMRC Employer Reference Number (ERN).</li> </ol> <p>If any insured entity does not have an ERN, <b>you</b> must provide <b>us</b> with one of the following reasons:</p> <ol style="list-style-type: none"> <li>a. The entity has no employees; or</li> <li>b. All staff employed earn below the current Pay As You Earn (PAYE) threshold; or</li> <li>c. The entity is not registered in England, Wales, Scotland or Northern Ireland.</li> </ol> <p><b>You</b> must inform <b>us</b> immediately of any changes to the above information. This information is required by <b>us</b> to enable compliance with mandatory regulatory requirements for Employers' liability insurance.</p>	

**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.

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

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## Insurers

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

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

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## Using your personal information

Hiscox is a trading name of a number of Hiscox companies. The specific company acting as a data controller of your personal information will be listed in the documentation we provide to you. If you are unsure you can also contact us at any time by telephoning 01904 681198 or by emailing us at [dataprotectionofficer@hiscox.com](mailto:dataprotectionofficer@hiscox.com)

We collect and process information about you in order to provide insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide.

For further information on how your information is used and your rights in relation to your information please see our privacy policy at [www.hiscox.co.uk/cookies-privacy](http://www.hiscox.co.uk/cookies-privacy).

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## 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](mailto: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, 3<sup>rd</sup> 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](mailto: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](http://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	<a href="mailto:sports@howdengroup.com">sports@howdengroup.com</a>



## IMPORTANT PROVISIONS GUIDE

### Important Provisions within your Policy Cover

We have enclosed this guide to highlight 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. Our aim is to ensure that you fully understand the obligation which you have under your insurance policy thereby reducing the possibility of a claim being declined by insurers on the grounds that you have not acted, or have failed to act, in accordance with these important obligations.

Most of the provisions are either warranties or conditions of the policy, but there are also some important exclusions to the risks covered so we are drawing those to your attention as well.

If any of these terms are unacceptable, or you are unable to comply with any condition precedent or any warranty, 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.

### Warranties

Warranties are important provisions contained in the policy and must be exactly complied with at all times. Breach of a warranty may suspend the policy. Insurers may have no liability to pay losses occurring or attributable to something happening during any such period of suspension. The period will continue until the breach has been remedied (if it is capable of remedy). A warranty may exist in the policy using other terminology and without reference to the word 'warranty'.

### Conditions Precedent

Please also take particular note of any conditions precedent that appear in the policy. If a condition precedent to the validity of this policy or the commencement of the risk is not complied with, the insurer will not come on risk. If a condition precedent to the Insurer's liability under this policy is not complied with, the insurer may not be liable for the loss in question. A condition precedent may exist in the policy using other terminology and without reference to the words 'conditions precedent'.

### 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.

### 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 Insurance Brokers Limited registered at Companies House in England and Wales under Company Number 725875. Registered Office: One Creechurch Place, London EC3A 5AF.

Howden Insurance Brokers Limited is authorised and regulated by the Financial Conduct Authority. Financial Services Register number 309639. For more information visit [www.fca.org.uk](http://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 Terms of Business Agreement**

Please find attached our Commercial Client Terms of Business Agreement.

The intention of our 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, the terms of our Agreement will apply to all dealings between you and us with immediate effect, until and unless we send you a further revised agreement.
- Section 3, 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.
- Section 5, Confidentiality and Data Protection - As part of the work done to ensure our compliance with the General Data Protection Regulation which came into effect in May 2018, we have updated our Agreements to include reference to our, and your, obligations under this new framework.
- Section 10, particularly the Limitation of Liability provision.

The terms of our Commercial Terms of Business Agreement will apply to all dealings between you and us with immediate effect, until and unless we send you a further revised agreement. If you have any questions regarding our Commercial Terms of Business Agreement do not hesitate to contact us.

### **Demands and Needs**

This statement shows how we have assessed your insurance requirements and why we have recommended this Liability policy to you. This should be read in conjunction with our Terms of Business Agreement.

### **Your relevant existing insurances**

We have taken into account your relevant existing insurances covering the same subject matter and risks based on last year's policy documents.

## **Our Quotation**

As we have not discussed the standard covers provided under our policy and whether these are adequate for your requirements any recommendation we make may not be suitable. If you would like to discuss the cover in further detail please let us know.

## **Your Specific Demands and Needs**

You have not highlighted any specific requirements in addition to those provided as standard within our quotation

## **Your Personal Recommendation and Explanation**

We recommend this Liability policy because it meets all of your demands and needs as detailed in the 'Your specific demands and needs' section above) and its terms provide a scope of cover which adequately protect your assets and liabilities at an annual premium that is appropriate in satisfying your insurance requirements.

The proposed product meets your demands and needs because it provides insurance designed for individuals or organisations engaged in sporting/recreational activities

Scope of cover is subject to the exclusions, limitations, warranties and conditions of the policy

- Public and products liability insurance meets the demands and needs of those who wish to protect themselves against any party bringing a claim against you for bodily injury or property damage .
- Employers' liability insurance meets the demands and needs of those wishing to protect themselves against claims brought against them for bodily injury by an employee in the course of their employment or volunteer whilst carrying out tasks on behalf of the organisation
- Professional indemnity insurance meets the demands and needs of those providing a service who wish to protect themselves against claims for negligence, breach of a duty of care, including negligent coaching advice, breach of confidence or misuse of information or failure in a duty to supervise
- Directors' and trustees' liability insurance meets the demands and needs of an organisation that wishes to protect themselves against claims brought against their directors, partners, trustees, committee members or officers for any breach of duty in managing the organisation

Please contact us immediately if there is anything in this statement with which you do not agree or wish to amend.

## **Best Interest statement**

We always aim to treat you fairly. This means that we will always endeavour to conduct our business with due skill, care and integrity and not to put ourselves in a position where our primary duty to you is compromised;

## **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 only approached Hiscox whom 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](http://www.financial-ombudsman.org.uk) or telephoning 0800 0234567 or 0300 1239123

### **Premium Payment facilities**

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

online via <https://online.howdengroup.com/howdenpay>

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](http://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 £27.50 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](http://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 .

## HOW WE ARE REMUNERATED

As your chosen insurance intermediary, we earn income in a number of ways. Typically we will receive remuneration either;

- a) by way of a commission payment by the Insurers we use out of the premium paid by you ; or
- b) by charging you a fee; or
- c) we may receive a commission and also agree to charge you a fee.

Whenever we charge a fee, that amount will be agreed with you in advance and will be disclosed to you separately to the insurance premium.

Instead of a fee, we can earn a commission payment from the insurance company with whom the insurance is placed and our commission is taken from your premium payment upon receipt. Commission is usually calculated as a percentage of the insurance premium. This percentage will have been contractually agreed between us and the insurance company. We may earn different percentages for different classes of business and from different insurance companies.

Unless otherwise agreed, commissions and fees for bringing about or arranging insurance are considered fully earned when the insurance incepts, irrespective of when the premium for the insurance is payable to the (Re)Insurer(s) and are not refundable in the event of cancellation or early termination of insurance(s).

You should be aware that we may on occasion need to use other insurance brokers or other parts of our group to assist in arranging and placing your insurance. These insurance brokers or other parts of our group may earn and retain commission in addition to any fee we have agreed with you.

We may also on occasion procure services from third party service providers, including but not limited to services procured from other specialist parts of Howden UK Group Limited, premium finance providers, legal counsel, health and safety and risk management consultants. Such service providers may earn and retain commission in addition to any fee we have agreed with you.

We may also receive additional income from arrangements with Insurers whether or not identifiable to any specific client or account to provide payment for administration and support or other services we provide to insurers' that may include:

- Insurance Service Brokerage ("ISB") or Subscription Market Brokerage ("SMB") charges to certain insurers to reflect services for administration assistance including handling as their agent premium and claims payments (but we will not charge Insurers for services on any policy if we are charging them pursuant to a specific Work Transfer arrangement).
- Work Transfer ("WTC") charges to certain insurers as a percentage of the premium payable to them pursuant to a services agreement between ourselves and such insurers whereby we agree to act as insurers' agents and provide them with specific services that an insurer would usually be expected to perform.
- Profit Commissions or profit share paid by (Re)Insurer(s) on specific facilities and arrangements for a limited class of business.
- Referral payments from Premium Finance Companies and other companies whose services we might recommend to you and volume referral payments from such companies.
- Insurer Service Plan where we may earn income under a services arrangement with certain (Re)Insurer(s) for intermediation services including but not limited to eliminating inefficiencies, product development and improving client service, enabling us and the (Re)Insurer(s) to work more effectively for the mutual benefit of our clients. The fees associated with the work are not linked to volume of business nor linked to individual client accounts.
- We may be requested to arrange, facultative or treaty reinsurances for the (Re)Insurer(s) with whom we effect insurance. These reinsurances are separate and distinct contracts where we act as agent (sub-agent) of the (Re)Insurer(s) concerned, and for which remuneration may be paid separately by the (Re)Insurer(s) or their reinsurer(s) and are outside the scope of our agreement with you.

Your insurance cover may be arranged and placed in various layers. We are entitled to charge either ISB/SMB or WTC in respect of an Insurer's participation on a given layer, but will never charge both ISB/SMB and WTC on the same layer. The additional income described above may give rise to a conflict of interest between you, us and/or the (Re)Insurer(s) concerned. We will take care to ensure that such conflicts are properly managed so we continue to act in your best interests. You are entitled at any time to request information regarding any income which we earn as a result of placing your insurance business. We will respond to your request in writing.

## 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](mailto:sports@howdengroup.com)



# PROTECTION OF CHILDREN & VULNERABLE ADULTS

## STATEMENT OF FACT

### 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**

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.

**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 complete. 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 Insurance Brokers Limited** (“we”, “us”, “our”), a subsidiary of Howden Broking Group Limited, which is part of the Howden Group, whose registered office is at One Creechurch Place, London, EC3A 5AF. We also trade under the names listed within Schedule 1.

### About us

Howden Insurance Brokers Limited is an independent Lloyd’s of London 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 also licensed by the Guernsey Financial Services Commission (“GFSC”), ref number 2266880, as an Insurance Intermediary under the Insurance Managers and Insurance Intermediaries (Bailiwick of Guernsey) Law 2002 and regulated by the Jersey Financial Services Commission (“JFSC”), ref number GIMB0235, as an Insurance Intermediary under the Financial Services (Jersey) Law 1998. You can check these registrations on the GFSC register:

<https://www.gfsc.gg/commission/regulated-entities> or JFSC Registry:

<https://www.jerseyfsc.org/insurance/general-insurance-mediation/regulated-entities>

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 on your behalf.

The Howden Group has subsidiaries, which operate as Managing General Agents, which act as agent of insurers for the purposes of underwriting and binding insurance risks. In some cases and where appropriate, we may present to you insurance policy terms and conditions from these Howden Group entities. Where we do so, we will inform you when we provide you with a quotation.

### Basis of agreement

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.

If after receiving this Agreement you instruct us to act on your behalf, we will take this as being your informed consent to you being bound to the terms set out in this Agreement in relation to any services provided to you, by us, on and after that date,

and supersedes any previous Agreement that may have been sent to you by us or on our behalf.

We do not offer advice on tax, legal, accounting, regulatory or sanctions matters, and you should seek separate advice where you consider it necessary in relation to such matters.

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

We draw your attention specifically to the following sections:

- Obtaining Terms – sets out the basis upon which we will act as your agent in relation to obtaining and presenting to you insurance quotations;
- 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.

From time to time, it may be necessary for us to amend or supersede these terms by new terms which will be communicated to you in writing.

Please contact us immediately if there is anything in this Agreement that you do not understand or with which you disagree.

### Communication

If you communicate with us via electronic means, including e-mail, we shall take this as your consent to receiving all information from us using the same communication method. However, upon your request, we will be happy to provide you with any information we have provided to you, in paper format.

## 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 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 underwrite, bind and administer an

# COMMERCIAL CLIENT AGREEMENT

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.

## Obtaining terms

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.

Our search for insurance to meet your requirements may vary depending on the nature of your requirements and our knowledge and experience of the insurance market, which may mean that we approach:

- a single insurer only;
- a range of insurers;
- a number of insurers to participate collectively in insuring the risk presented to them;
- a Howden Group Managing General Agent (MGA), who holds a delegated authority from certain insurers to quote and bind cover on their behalf and is remunerated by insurers for its services. If we have provided terms from a Howden Group MGA for your consideration, it is identified in your quotation and/or policy documentation, as are the details of the insurers on whose behalf the MGA is acting;
- our own delegated authority arrangements, whereby insurers have granted us authority to act on their behalf, which may include underwriting the insurance risk presented and binding them to cover.

Details of the approach we undertake and 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), cover note, 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.

Any paper documents that you provide to us will be treated as copy documents. Such documents may ultimately be destroyed

by us in accordance with our document retention policy. Please let us know if you require any further information.

Any original placing slip evidencing insurance placed by us on your behalf shall belong to us.

## 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 changes to your circumstances that could impact your insurance needs or ability to comply with the terms of your insurance policy must be raised with us promptly and we request that any amendments to the insurance contract be communicated to us in writing. We will then use our best endeavours to get insurers' agreement to these changes and will confirm this back to you, including any additional or return premium attributable to the changes, by way of 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,

# COMMERCIAL CLIENT AGREEMENT

until and unless the insurer has paid the claim to us in cleared funds.

We will provide a claims broking service for you as long as you remain our client. However, if you cease to be our client but request us to continue to service any claim(s) on your behalf, we reserve the right to charge a specified fee to you for such claims broking services.

## Solvency of insurers

We check the financial strength ratings provided by specialist agencies for each participating insurer (where available) and rely on the participating insurer's regulatory status within their home jurisdiction. We will only arrange insurance with insurer(s) who have been approved in line with the procedures agreed by our Security Committee.

In some instances, depending on an insurer's financial strength rating, as set by the specialist agencies, we may seek your specific approval for your risk to be placed with that insurer. 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.

We do not accept any and you agree that we shall not have any liability to you for any unpaid amounts in respect of claims or return premiums due to you from a participating insurer who becomes insolvent or delays settlement.

## Howden 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 the Howden Group) 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.

### Duty of fair presentation

An insurance contract is one of the utmost good faith. You owe a legal 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 underwrite 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.

## Warranties and subjectivities

It is important that you are clear and understand all the terms of any insurance contract that we provide to you. It is also important that you treat all warranties seriously and comply strictly with them. Failure to do so may entitle the insurer to decline a claim under the policy. If you are aware that you are in breach of a warranty, you should keep a record of when the breach occurred and when the breach was remedied. You should always remedy a breach as quickly as possible. If the breach is not capable of remedy, you should tell us as soon as possible. If you have any doubts or reservations, you should tell us.

A subjectivity in your insurance contract may lead to the contract being invalidated or coverage prejudiced if the subjectivity remains outstanding. It is very important that you promptly satisfy any subjectivity so that it can be removed.

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## Payment terms

In order for us to meet an insurer's premium payment terms, you agree to pay and settle premiums to us by the payment date(s) specified in our debit note or any other relevant document.

In certain circumstances, insurer(s) will stipulate special premium payment terms, warranties or conditions which, if not met, may affect the validity of the insurance contract. We will advise you when these circumstances arise. If you believe that you will not be able to meet any such terms, warranties or conditions, you should notify us immediately.

Should you fail to pay the premium or any instalments of it in full and cleared funds in the invoiced currency by the due date, the insurance contract may be cancelled by us or by insurers in accordance with any cancellation clause in the policy.

Where applicable, any other party with an interest in the insurance contract will be advised of any non-payment of premium and given the opportunity to pay the outstanding amounts.

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.

## Currency

When conducting your business we may have to convert funds to another currency in order to settle amounts due to insurers. If a repayment of funds is due to you or is requested by you after conversion, then any such repayment will be made in the currency to which the funds have been converted. Any shortfall arising from exchange differences remains your liability.

If you pay a premium in a different currency or to a bank account in a different currency from that requested, we may, at our discretion, either return the funds to you or convert the money to the required currency. In the latter case, the converted funds will be applied against the amount due with any shortfall arising from exchange differences remaining your liability.

## 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 to the bank account details advised to you.

## Payment verification of our bank details

For new clients, on the first occasion that we provide you with our bank account details, we will provide you with contact details of the person(s) to contact to verify the bank account details and you must take reasonable steps to validate and confirm that our bank details are correct before making any payment.

For existing clients, in the event that we change our bank details:

- these will only ever be advised to you in a letter signed by our Chief Financial Officer;
- we will provide you with contact details of the person(s) to contact to verify the changed details; and
- we will use our best endeavours to provide you with not less than four weeks' notice of the change.

If you ever receive new bank account details from us, or someone purporting to be us, that does not follow the process outlined above, you should treat that communication as suspicious and immediately contact us to re-confirm the correct bank account details. We will have no liability for any losses you may suffer if you fail to appropriately verify our bank account details as outlined above.

## 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:

- checking that your agent has accurately passed on your instructions;
- any exposure arising from inaccurate information submitted by your agent to either us or an insurer; and
- 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.

If it is not a lawful placement, then you agree that you expressly release us from any liability arising out of the placement and that you will indemnify us for any damage, expense or fines we may sustain or incur.

## 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 Compliance Team at the address set out at the beginning of this



# COMMERCIAL CLIENT AGREEMENT

Agreement, or by emailing:

[ComplianceHIBL@howdengroup.com](mailto:ComplianceHIBL@howdengroup.com)

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 we are unable to respond to you within this period of time, we will provide you with our complaints procedure, (which is available on our website and on request) as well as further details as to when we will likely be in a position to respond.

If we cannot settle your complaint to your satisfaction, you may be eligible to refer your complaint to the Financial Ombudsman Service ("FOS") or for policyholders located in Guernsey or Jersey, the Channel Islands Financial Ombudsman ("CIFO").

The FOS is an independent and free to access service in the UK for settling disputes between eligible complainants and businesses providing financial services. You can find more information on the FOS at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

For clients based in the Channel Islands, the CIFO is an independent and free to access service in the Channel Islands for settling disputes between eligible complainants and businesses providing financial services. You can find more information on the CIFO at [www.ci-fo.org](http://www.ci-fo.org). For policyholders located in Guernsey, if we have not provided you with a final response within three months of becoming aware of your complaint, we shall inform the GFSC and remind you of your rights to also inform the GFSC directly of your complaint.

## 5 Confidentiality and Data Protection

This is a summary of how we use your personal and sensitive data. You can find our full privacy statement on our website at [www.howdengroup.com/uk-en](http://www.howdengroup.com/uk-en) or we can provide this to you on request. You should review this to ensure that you understand how your data will be used and your rights in respect of your data.

We will comply with Data Protection Law whenever we are processing information about you which is sensitive or personal in nature and we have policies and procedures in place to protect and manage that information. We treat all such information about you as private and confidential and we will always work to ensure that your personal data is processed lawfully, fairly and in a transparent manner and in compliance with Data Protection Law. This may include entering into other written agreements with you to enable us to comply with Data Protection Law.

We will however need to use and disclose the information we have about you in order to obtain insurance quotations and in the course of arranging, placing or administering insurance cover for you. This may involve passing information about you on to insurer(s), other intermediaries, risk management assessors, uninsured loss recovery agencies, service providers, industry regulators, auditors and other third parties involved directly or indirectly in your insurance cover.

The use and disclosure of personal data by various insurance market participants such as intermediaries, insurers and reinsurers are further explained in the Lloyd's and London

Insurance Market Core Information Notice. Our core uses and disclosures are consistent with this notice and we recommend that you review this document which can be accessed via the link in our privacy statement.

Depending on the circumstances or nature of your insurance the disclosure of your personal information to any of the organisations referred to above may involve transfer out of the jurisdiction of the European Economic Area. If this is necessary we will always ensure that your data is protected as required by Data Protection Law.

We may use your data for research, statistical analysis and crime prevention including the investigation of fraud. Such activities may be carried out by third parties and we will always ensure that our contracts with such third parties are compliant with Data Protection Law. Sometimes we may pass information about you on to other companies which are part of the Howden Group and we or they may use the information for statistical analysis, or to provide you with information about products or services which may be of interest to you. We will only do this, however, in accordance with our obligations under the Data Protection Law. We, or other Howden Group companies, may provide the data or information you disclose to us to third parties, in an anonymised and/or aggregated format where necessary, to support statistical analysis and for business development.

In some circumstances, we will need to pass information about you on 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. This may include details of your payment record to us.

Where using your personal data relies on your consent, we will obtain your consent in accordance with Data Protection Law and you will be entitled to withdraw that consent. That may mean, however, that we are unable to arrange, place or administer your insurance cover properly.

If you have supplied us with personal or sensitive personal information relating to another individual or a third party, you must ensure that you have done so in compliance with Data Protection Law and provide the information to them which is required to be provided to individuals under Data Protection Law. This includes making them aware of their rights and of how we use their data and obtaining their consent where it is required in accordance with Data Protection Law.

In some cases you have the right to ask us to stop using your data, to tell us that you no longer want to receive information from us, to ask us to correct information we have about you or to ask us for the information we hold about you. Full details of your rights under Data Protection Law and how to enforce those rights are set out in our privacy statement on our website at [www.howdengroup.com](http://www.howdengroup.com), which we can also supply on request.

"Data Protection Law" means all applicable statutes and regulations in any jurisdiction pertaining to the processing of Personal Data, including but not limited to the privacy and security of Personal Data.



# COMMERCIAL CLIENT AGREEMENT

## 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). Such monies shall include:

- o premiums paid by you to us for onward payment to insurers; and
- o premium refunds and claims paid to us by insurers, for onward payment to you.

### Non-Statutory Trust Account (Client Account)

We provide protection for your money by holding all client money in a Non-Statutory Trust Client Money Account (Client Account), with one or more FCA approved bank(s).

This money 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.

In the event that we elect to fund premium on your behalf, you acknowledge that any funded amount, whether arising as a result of a payment by us or a deduction by you from amounts payable to us, is to be refunded to us immediately, and that for the duration of any funding, such funded amounts are not considered to be a gift from us. We reserve the right to charge interest on any such funded items from the date the funding commenced to the date of payment.

### Risk transfer

In some instances, we may have agreed in writing with an insurer to receive insurance monies as their agent under a risk transfer arrangement. In such cases, this means that where:

- o you have paid premium to us, it is deemed to have been paid and received by the insurer, even if we fail to forward it to the insurer; or
- o the insurer has paid premium refunds of claims to us for onward payment to you, the insurer remains liable to you for those monies, until you have received them.

In all such cases where we have entered into a risk transfer arrangement with insurers, in accordance with CASS, they have consented to their monies being co-mingled and held in our Client Account, which means those monies are also afforded the protection associated with that account.

### 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, you agree that any such interest or investment returns shall belong to us and we shall not be required to account for it to you.

### 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.

Where you do not wish your money to be passed to a particular bank, intermediary or jurisdiction, you should tell us.

## 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

# COMMERCIAL CLIENT AGREEMENT

brokerage received by the other intermediary and payable by insurers to them, out of the premium which you pay.

We may introduce you to a third party service provider and, in doing so, we may receive a proportion of the fee you pay to them, in recognition of the role we have undertaken in effecting the introduction. You will not be obliged to use the services of the third party service provider.

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:

- o commits a material breach of this Agreement; or
- o ceases to trade or threatens to cease to trade; or
- o 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. We may also take reasonable steps to verify any payment details you provide to us.

Neither party shall be involved in the offering, promising or giving of any financial or other advantage to any person in breach of any applicable anti-bribery laws including the Bribery Act 2010, the Prevention of Corruption (Bailiwick of Guernsey Law) 2003 and Corruption (Jersey) Law 2006. Both parties shall also maintain their own policies and procedures which ensure compliance with applicable laws, including the Criminal Finances Act 2017 in so far as it applies to them, in order to prevent the facilitation of tax evasion.

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 shall not provide brokerage services or pay any claim or provide any benefit under this Agreement with any client that is the subject of any trade and economic Sanctions or embargos adopted and/or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control, the European Union and its Member States, Her Majesty's Treasury, the United Nations Security Council or other relevant economic sanctions and embargo control authority across the world (collectively referred to herein as "Sanctions"), nor shall we provide services to any client that is located, organised or resident in a country or territory that is the subject of comprehensive country Sanctions, as may be adopted and enforced from time to time.

We will also be unable to provide brokerage services to any individuals and/or entities within any country or territory which is the subject of any targeted or transactional country Sanctions, which may be adopted and enforced from time to time. The insurer may not be deemed to provide cover and may not be liable to pay any claim or provide any benefit under your insurance contract insofar as the provision of such cover, payment or claim may expose the insurer or its related companies to any prohibition or restriction under the Sanctions.

If Sanctions apply, we shall not be able to process already notified claims and your insurer may terminate your insurance contract, and not pay any notified claims. If you become subject to Sanctions after the entry into force of this Agreement, we may have to terminate our relationship and your insurer may invoke its cancellation rights under your insurance contract. The parties to this Agreement shall notify each other immediately of any suspicion of exposure to Sanctions.

## 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.

All warranties, conditions and other terms implied by law are, to the fullest extent permitted by law, excluded from this Agreement.

Nothing in this Agreement excludes or limits our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation.

Nothing in this Agreement excludes or restricts our duty or liability to you under the applicable regulatory regime.

Subject to the clauses above, our total liability to you, shall in the aggregate be limited to £25 million or \$30 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, any punitive or exemplary damages or any indirect or consequential loss or damage.

## 11 Third Party Rights

# COMMERCIAL CLIENT AGREEMENT

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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 if we or your insurer cannot meet their obligations. 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.

## Schedule 1 – Trading names

Howden Insurance Brokers Limited also trades under the following names:

- o Howden Insurance Brokers
- o Howden Reinsurance Brokers
- o Howden Specialty
- o Howden UK
- o Howden Care
- o Howden Private Office
- o R K Harrison
- o Clinical Trials Insurance Services (CTIS)
- o Bowood
- o RKH Shelburne
- o BPIF Insurance Services
- o CLA Insurance Services
- o 24/7 Sports Insurance

Commercial Terms of Business Agreement December 2020

# HISCOX RENEWAL CONFIRMATION FORM

<b>Insured:</b>	British Kite Flying Association	<b>Our Ref:</b>	S21M9054
<b>Renewal Date:</b>	1st May 2021		

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

☐

Due to current circumstances Howden employees are working remotely and as such the payment options available will be restricted to the following:

METHOD OF PAYMENT	Please select your preferred method of payment		Charges (in addition to admin fee where applicable )
<b>Online using debit or credit card</b>		<a href="https://online.howdengroup.com/howdenpay">https://online.howdengroup.com/howdenpay</a>	0%
<b>BACS</b>		Please remember to quote your name / client reference on the bank instruction <b>Bank name:</b> RBS <b>Sort Code:</b> 15-10-00 <b>Account Number:</b> 23132012	0%
<b>NEW Direct Debit</b>		Monthly instalment facilities are available – Please contact Howden for full details	5.3%
<b>EXISTING Direct Debit</b>		To continue using an existing Monthly instalment facility please confirm the last <b>four</b> digits of your account for clarification	5.3%