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1206 CIVIL LIABILITY RENEWAL DOLS
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perkinslade

Intelligent Insurance

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Steve Edwards

The Ups Club Squash Section

23 August 2010

Ref: UPSSQUASECT

Dear Mr Edwards

Insured:	The Ups Club Squash Section
Renewal Date:	06 October 2010
Expiry Date:	06 October 2011
Renewal Premium:	£385.00 including 5% IPT
Activities:	SQUASH
Civil Liability Limit:	£5,000,000
Number of Members:	51 to 100 members

We are writing to advise you that this policy falls due for renewal on the above date. The renewal invitation to continue the cover is based on the number of members, the activities and Limit of Indemnity shown above.

Civil Liability Protection

The Civil Liability policy provides cover for legal liability under Civil law to the general public for personal injury or damage to property. This includes liability arising out of advice, (eg tuition and coaching), and member to member cover, Libel and Slander, Directors and Officers Liability.

The Civil Liability policy has been specifically arranged to meet the demands and needs of Sport and Recreation Organisations.

Abuse cover is currently excluded from your policy and this exclusion forms part of the renewal invitation. If abuse cover is something you require please may you contact the office for the PCVA questionnaire and Guidance notes.

Cover Provider

The Civil Liability will be provided by Insurers Royal & Sun Alliance Insurance plc. (RSA).

Limit of Indemnity

Please review the adequacy of the Limit of Indemnity which is £5,000,000 (with an inner limit of £2,500,000 in respect of Abuse (where insured)).

The Limit of Indemnity is the maximum amount of damages Insurers will pay in relation to the settlement of a claim. Once the limit is exceeded they will relinquish control and be under no further liability leaving the insured to fund any difference in cost.

We recommend that you consider a higher limit of £10,000,000 or more in consideration of recent settlements for Personal Injury claims. Please note that we have dealt with claims exceeding £5,000,000.

We will obtain a quotation for a higher limit on receipt of your instructions.

Alternative Insurers

We have not approached any alternative Insurers. We believe the terms offered are both competitive and suitable for your requirements. The renewal therefore is recommended on this basis.

Basis of Cover

Civil Liability cover is provided on a "claims made" basis - unlike other forms of insurance, there has to be a policy in force at the time at which the claim is made against you, not necessarily at the time the activity was undertaken. Once a policy is cancelled, no cover would be provided for any claim that arose after the date of cancellation.

Policy Documentation

Full details of the exclusions are contained within the policy document a copy of which will be forwarded upon request. A certificate will be provided when the policy is renewed.

You should not summarise or change any insurance documentation or advice provided by Perkins Slade Ltd without specific written consent from Perkins Slade Ltd. This includes any comments on insurance provided which may be included in your own brochures/membership documentation/handbooks and web sites. If you do choose to summarise advice given we cannot be held responsible for any errors or omissions.

Incident Reporting

Every incident, particularly those involving personal injury should be reported to us immediately it happens and we shall tell you what to do next. Please ensure procedures are in place whereby documents get to us as soon as possible, in order to ensure the policy claims conditions are met. Our claims department can be contacted on 0121 698 8040.

Material Facts

You have to tell the insurer about any changes to your circumstances throughout the life of your policy, particularly including changes to your activities and any material facts. These are facts that may influence how the insurer may view the risk, or its cost.

If you are unsure of the importance of any facts, please speak to us.

How to Renew Your Policy

Please return the completed remittance advice and signed declaration form, before renewal date, in order to renew your policy. Without these documents and payment, Insurers will not allow us to renew your Policy. There are no days of grace.

If you have any queries, or if we can be of any further help, please do not hesitate to contact us.

Yours sincerely



David Carbutt
Sports Administrator

Direct E-mail: d.carbutt@perkins-slade.com

Important Information

Employers' Liability

We would like to take this opportunity to advise you that you are required by Law to have Employers' Liability Insurance for the people whom you employ. However, people whom you normally think of as self-employed may be considered as your employees for the purpose of Employers' Liability Insurance.

There are no hard and fast rules about who counts as an employee for the purpose of Employers' Liability Insurance. What matters is the real nature of your relationship with the people who work for you and the degree of control you have over the work they do.

In general, you may need Employers' Liability Insurance for someone who works for you if any of the following applies:

1. You have the right to control where and when they work and how they do it.
2. You supply most materials and equipment.
3. You have the right to any profit your workers make, although you may choose to share this with them through commission, performance pay or shares in the company. Similarly, you will be responsible for any losses.
4. You require that person only to deliver the service and they cannot employ a substitute if they are unable to do the work.
5. You deduct National Insurance and Income Tax from the money you pay them.

Some people who act as Volunteers on behalf of your Club may fall into one or more of the above categories.

If you require Employers' Liability cover and would like this to be included, please contact us for a quotation

Terms of Business

Our Terms of Business are constantly being updated. Please note that the most recent version of our Terms of Business are available from our website, www.perkins-slade.com. Go to "About us" and then click on "Terms of Business".

We recommend that you print off a copy and retain with your insurance documents for future reference.

Please read our terms of business carefully, and we ask you to particularly read those clauses regarding Quotations, Our Charges, Your Responsibilities, and Client Money.

If you do not wish to or are unable to access our website, or would prefer a printed copy of our Terms of Business, please contact us and we will post a copy to you.

Conflicts of Interest

The capacity in which we are acting in sourcing a suitable policy and placing the insurance is as your agent. In preparing the policy documents for Civil Liability Insurance we will be acting as the agent of the Insurer.

Please advise us immediately if you disagree with us acting in this capacity. In this event, we may not be able to offer the cover or terms quoted.

Commission Disclosure

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.

Premium Payment Facilities

You can pay in full by cheque, Credit or Debit card (Visa, Mastercard, Switch or Delta) or BACS payment our bank details are: Barclays Bank Plc, Sort Code 20-97-78, Account Number 40093475 please quote our reference UPSSQUASECT, or alternatively, spread the premium payment as follows:

- Premiums up to £500: Monthly Direct Debits over 10 months, at an interest charge of 6.95%
- Premiums above £500: Direct Debits over 10 months at an interest rate of 6.50%

If you decide to pay by instalments your details will be passed to our Third Party Instalment Premium Provider, Premium Credit PLC (PCL). They will send you a welcome pack detailing their full terms and conditions.

PCL will also provide you with written confirmation of the amounts due no later than 7 days before the first collection. If, at any time, money is debited from your account incorrectly, the bank guarantees to refund it. No changes to the amount debited can be made without notifying you in writing at least 7 days in advance. You have the right to cancel your Direct Debit at any time by writing to your Bank or Building Society. A copy of the Direct Debit safeguards will be included with your Credit Agreement.

If you have any questions about your instalments, you should contact Premium Credit on 0844 736 9836.

We will continue to pass your details to Premium Credit at renewal if you indicate that you wish to pay by this method on the Remittance Advice.

If any direct debit or other payment due in respect of the credit agreement you enter into with PCL to pay insurance premiums is not met when presented for payment, or if you end the credit agreement with PCL, or if you do not enter into a credit agreement with PCL, or if you do not provide underwriting information as requested by PCL, we will be informed of such events by PCL.

If you do not then make other arrangements with us to pay the insurance premiums, you acknowledge and agree that we may, at any time after being so informed, instruct the relevant insurer on your behalf to cancel the insurance (or, if this occurs shortly after the start or renewal of the insurance, to notify the insurer that the policy has not been taken up) and to collect any refund of premiums which may be made by the insurer and, if any money is owed to PCL under your credit agreement, pay it to PCL or, if PCL have debited us with the amount outstanding, use it to offset our costs.

You will be responsible for paying any time on risk charge and putting in place any alternative insurance and/or payment arrangements you need.

Payment Acceptance

Please note that due to the Financial Services Authority legislation, which was effective from 14 January 2005, we are required to bank all cheques on the day of receipt, however, this action does not confirm that insurers have accepted the risk and that cover is in force.

Our Services

Our philosophy towards client servicing is firmly based on the principle that all directors and senior staff undertake a personal responsibility to provide the high level of expertise and service our clients have a right to expect. Dedicated client-service teams, bringing together many different areas of expertise, along with the support of senior and experience staff, is your guarantee of consistent, high quality, professional service.

In connection with your current Insurance Programme, we will:

- Continue to provide day-to-day insurance related service and advice. This will include:
 - Submission of invoices, credit notes and statements
 - Issue of Cover Notes and Certificates
 - Checking of Policy Documents and Endorsements
 - Arranging cover at renewal, and dealing with alterations during the year
 - General and claims insurance advice - the claims service we provide will automatically terminate if our appointment is discontinued

Status Disclosure - About Our Insurance Services

1. The Financial Services Authority (FSA).

The FSA is the independent watchdog that regulates financial services. It requires us to give you this document. Use this information to decide if our services are right for you.

2. Whose products do we offer?

- ☒ We offer a product from Royal & Sun Alliance Insurance plc for Civil Liability.
- ☒ We offer a product from Royal & Sun Alliance for Employers' Liability.

3. Which service will we provide you with?

We will advise and make a recommendation for you after we have assessed your needs for Civil Liability and Employers' Liability.

4. What will you have to pay us for our services?

- ☒ A £15 administration fee has been charged for this policy and this fee has been included in the Civil Liability renewal premium.

You will receive a quotation which will tell you about other fees relating to any particular Insurance Policy.

5. Who regulates us?

Perkins Slade Ltd, 3 Broadway, Broad Street, Birmingham B15 1BQ is authorised and regulated by the Financial Services Authority. Our FSA Register number is 302886.

Our permitted business is for insurance mediation activities from 14 January 2005.

You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

6. Ownership

Perkins Slade Ltd has no holding direct or indirect that represents voting rights in any insurance undertaking and no insurance undertaking has any voting rights or capital in Perkins Slade Ltd.

7. Complaints

If you wish to register a complaint, please contact us:

- ... in writing Write to the Chairman Perkins Slade Ltd, 3 Broadway, Broad Street, Birmingham B15 1BQ.
- ... by phone Telephone: 0121 698 8000.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

8. Are we covered by the Financial Services Compensation Scheme (FSCS)?

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Insurance advising and arranging is covered for 90% of the claim, without any upper limit.

(or)

For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS.

Guidance Notes - Declaration of Incidents

After Enquiry

Insurers would expect that suitable enquiry is made with all the committee(s), directors, officers', partners, trustees, and principals within any company, firm, organisation, association or club expecting to receive any protection under this policy.

Examples of "Circumstances"

Involving a fatal accident, an injury involving referral to or actual hospital treatment, any allegations of libel/slander, any allegations of professional negligence including arising out of tuition, coaching or advice given, or any circumstances involving damage to third party property other than those already notified to the Insurers.

Examples of Declarable Directors & Officers "Events or Claims" (Section 4 Only)

Any actual or alleged acts of neglect, error or other wrongful act committed in their capacity as Director or Officer (whether in the relation to the activities of the Proposer, or any other entity in which the Directors of Officers hold or have held office) in the last five years.

Material Fact

Any facts or changes, which have occurred or are being planned/investigated, which your Insurer would need to take into account in their assessment or acceptance of your risk. (For example changes in recognised activities; legal status or title; membership structure; child protection policies; or affiliation to Governing Bodies/Associations.

Failure to do so may invalidate your policy or result in cover not operating fully.

Abuse Section (Where Insured)

We would remind you of the following points which are notifiable incidents that need to be passed to the Company immediately:

- Any incidents where there is a breach of the child protection policy, which when triggered, the police and social services are involved.
- Any formal allegations of abuse eg allegations from the victim or triggered by a whistleblowing policy, which calls for a response and investigation by the police and social services.