

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.

When a condition is applied it is your responsibility as policyholder to fulfil the requirement set by the insurer, within any stipulated timescale, in order that the insurance cover is provided or continues to be provided unrestricted. All conditions need to be complied with. Failure to comply could invalidate either certain parts of the cover or in some circumstances the entire policy meaning claims will be rejected.

Where a warranty is applied this means that you undertake, as policyholder to ensure that something will be done or that a certain fact is true. Failure to comply, or breach of this warranty at any time, may again invalidate your policy and result in no cover being in place and claims being rejected.

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

Warranty

A warranty is an undertaking by the insured that:

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

Failure to comply with a warranty under English Law means automatic termination of the whole policy from the date of the breach. Any breach results in policy termination whether there has been a claim or not, and if there has, irrespective of whether the breach has any relevance to the claim.

In the event that a warranty is breached at any point, it is vital that your insurer/reinsurer be notified as the policy has automatically been terminated even if the breach is subsequently rectified. Steps will need to be taken to seek reinstatement of cover.

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

Conditions Precedent

Policy conditions are requirements under a policy and in many cases will set out the basis upon which each party will perform the contract. Often insurer/reinsurers will stipulate that a particular condition is precedent to any liability of the insurer/reinsurer. Additionally the insurer/reinsurer may seek to convert all conditions that require the client to take action or fulfil certain requirements into conditions precedent by a 'catch all' clause.

Failure to comply with a condition precedent to liability (as opposed to a condition precedent to contract) will allow the insurer/reinsurer to avoid liability for the claim but not the policy as a whole.

In the event that a condition precedent to liability is breached, the insurer/reinsurer does not have to have been prejudiced in respect of the claim and his avoidance of liability for a claim under the terms of the policy only requires him to demonstrate a breach of the condition precedent to liability.

Subjectivities

The policy cover to be provided 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 subjectivity/ies, 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
- Conditions Precedent – where cover is shown as insured on your schedule
- Change of circumstances (General Terms and Conditions – Page 3 – General Condition 2)
- Due Diligence (General Terms and Conditions – Page 3 – General Condition 3)
- Premium Payment (General Terms and Conditions – Page 3 – General Condition 4)
- General Claims Conditions – (General Terms and Conditions – Page 4 - Your obligations)
- Professional Indemnity section – Page 12 - 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

Sport Recreation Insurance Statement of Fact: Clubs, Associations and Activity Businesses

This Statement of Fact is incorporated into and forms the basis of your policy.

All information in this Statement of Fact is material.

General

- 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
- The organisation has no assets outside of Great Britain, Northern Ireland, The Channel Islands or the Isle of Man.
- The organisation does not generate income from outside the UK

Health and Safety

- 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

- 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

- 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.
- All activities including coaching and competitions are lead by coaches and officials who are qualified to comply with NGB or UKCC standards.
- Risk assessments are produced and followed for all activities, including social events, transportation and trips away from home.

Financial

- The organisation is able to pay its debts as they fall due.
- Two signatories, or the signature of the principal are required for cheques in excess of £25,000
- 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 :

- Are maintained in a good state of repair.
- Are inspected for trip hazards, dangerous equipment prior to commencement on a daily basis. This item includes rented area's.
- Are heated by conventional electric, gas, oil or solid fuel central heating systems.

- Is inspected at least once each five years by a qualified electrician and all defects of the electrical installation remedied.
- A fire risk assessment has been undertaken. (For help see <http://www.gov.uk/workplace-fire-safety-your-responsibilities/who-is-responsible>)

Employment

- 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.
- 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

- 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 and will form part o the contract between the organisation and the insurer.

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:

- All existing losses have been accurately and fully disclosed to us.
- 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.
- The organisation are 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.
- 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.

Insured	<input type="text"/>	
Signature of proposer/insured	<input type="text"/>	Date <input type="text"/>
Name (block capitals)	<input type="text"/>	
Status/position in organisation	<input type="text"/>	

CLAIMS ADVICE

Should you have need to make a claim under the policy, please contact Perkins Slade 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 following 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 Perkins Slade 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 Perkins Slade 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 3 years. Names and addresses of any possible witnesses should also be recorded.

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

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

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

REPORTING INCIDENT TO HEALTH & SAFETY EXECUTIVE

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

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RENEWAL SCHEDULE

INSURANCE DETAILS

Period of insurance :	From 01 May 2017 to 30 April 2018 (both days inclusive)
Date issued to insured:	28 April 2017
Underwritten by :	Hiscox Underwriting Ltd on behalf of the insurers listed for each section of the policy
Payment method :	Payment by Broker's Account

INSURED DETAILS

Insured :	The committee for the time being of British Kite Flying Association
Address :	Howardian View Great Barugh Malton North Yorkshire UNITED KINGDOM YO17 6UZ
Additional Insured's :	For Additional Insured's refer to the Additional Insured's Section below.
Business description and activities :	Sporting association undertaking promotion, lobbying, setting association rules, promoting best practice, event organisation, presentation ceremonies and fund raising for KITING Promotion and Dev of the insured sport Advice to affiliated bodies regarding child protection Advice and guidance on funding applications
General terms and conditions wording :	The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section 11420 WD-HSP-UK-PSS-GTC(7e) below

PREMIUM DETAILS

Annual premium :	£2,145.45	Annual Tax :	£214.55	Total Insurance: Premium :	£2,360.00
Administration fee:	£ 30.00			Final Total Due:	£2,390.00



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



ADDITIONAL INSUREDS – if applicable

Additional insured:	Kent Kite Fliers Herrington Kite club Stack UK Midland Kite Fliers North East Kite Fliers Bognor Regis kite Flyers White Horse Kite Flyers Essex Kite Group Loddon Valley Kite Flyers North Hants Buggy Club Brighton Kite Flyers
Professional Indemnity	£5M
Public and Products Liability	£5M
Employers Liability	Covered as Insured
Management liability	Cover shared under policy aggregate limit of indemnity of £5M
Business description and activities :	Clubs 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 but in all instances excluding indemnity to any person participating in Kite flying activities in accordance with British Kite Flying Associations rules, regulations and agreed by the Association and by insurers. .
General terms and conditions wording :	11420 WD-HSP-UK-PSS-GTC(7e)below The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section

PUBLIC AND PRODUCTS LIABILITY

Section wording	11420 WD-HSP-UK-PSS-GTC(7e)
Insurer	Hiscox Insurance Company Limited
Limit of Indemnity	£5,000,000
Limit applies to	Each and every occurrence, defence costs in addition, other than for pollution or for products to which a single aggregate policy limit including defence costs applies.
Excess:	Nil
Excess applies to:	Each and every claim in respect of third party property damage.
Geographical limits	Worldwide
Applicable courts	European Union

Special Limits (included within and not in addition to the overall limit above)

Criminal defence costs	£100,000 in the aggregate
Pollution defence costs	£100,000 in the aggregate
What is not covered	

Claims first brought in the USA are not covered

Endorsements	
6167.1	Public and products liability : retroactive date

PROFESSIONAL INDEMNITY

Section wording	11420 WD-HSP-UK-PSS-SP(3d)
Insurer	Hiscox Insurance Company Limited
Limit of Indemnity	£5,000,000
Limit applies to	any one claim excluding defence costs



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Excess:	Nil
Excess applies to:	Each and every claim
Geographical limits	Worldwide
Applicable courts	European Union

Endorsements	
400.2	Retroactive Date: Business performed in the past

MANAGEMENT LIABILITY: TRUSTEES, DIRECTORS AND OFFICERS LIABILITY

Section wording	11417 WD-HSP-UK-PSS-DOT(8e)
Insurer	Hiscox Insurance Company Limited
Policy limit	£5,000,000
Limit applies to	in the aggregate including costs
Excess:	Nil
Excess applies to:	Each and every claims
Geographical limits	Worldwide excluding USA and Canada
Applicable courts	European Union

Endorsements

705.4	Prior & Pending litigation date
827.1	Directors & Officers retroactive date

EMPLOYERS' LIABILITY

Section wording	11412 WD-HSP-UK-PSS-EL(6b)
Insurer	Hiscox Insurance Company Limited
Limit of indemnity	£10,000,000
Limit applies to	All claims and their defence costs which arise from the same accident or event
Geographical limits	Worldwide
Applicable courts	England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Special limits	(included within and not in addition to the overall amount insured above)
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Criminal defence costs	£100,000 in the aggregate
Terrorism	£5,000,000 in the aggregate

Endorsements

3121.0	Employers liability insurance – mandatory information required
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The General Terms of this policy and the terms, conditions and exclusions of the relevant sections all apply to this endorsement except as modified below:

Public Liability clauses in full	
6167.1	Public and products liability: retroactive date
We will not make any payment for any claim or loss, other than any claim for abuse or molestation, arising from your activities performed before 01 May 2015	

Professional Indemnity clauses in full



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400.2	Retroactive Date: Business Performed in the Past
We will not make any payment for any claim or loss which arises from any your activities performed or any dishonesty committed, or if applicable any document, information or data lost, damaged or destroyed, before: 01 May 2015	

Management liability: trustees, directors and officers clauses in full

705.4	Prior & Pending Litigation Date
Prior & Pending Litigation Date 01 May 2015	

827.1	Directors' and Officers' retroactive date endorsement
We will not make any payment for any claim, loss or investigation based upon, attributable to or arising out of any wrongful act or employment practice wrongful act committed or attempted or alleged to have been committed or attempted before 01 May 2015	

Employers' liability clauses in full

3121.0	Employers liability insurance – mandatory information required
<p>You must provide us with the following information for each entity insured under this section of the policy:</p> <ol style="list-style-type: none"> 1. Employer name; and 2. Full address of employer including postcode; and 3. HMRC Employer Reference Number (ERN). <p>If any insured entity does not have an ERN, you must provide us with one of the following reasons:</p> <ol style="list-style-type: none"> a. The entity has no employees; or b. All staff employed earn below the current Pay As You Earn (PAYE) threshold; or c. The entity is not registered in England, Wales, Scotland or Northern Ireland. <p>You must inform us immediately of any changes to the above information. This information is required by us to enable compliance with mandatory regulatory requirements for Employers' liability insurance.</p>	

Endorsements- applicable to the whole policy

603.1	Commercial assistance and legal advice helpline
<p>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:</p> <p>Employment Prosecutions Discrimination in the workplace Health & safety European law</p> <p>Helpline number: +44 (0)845 2703298 Helpline hours: 24 hours a day, 7 days a week</p> <p>This helpline is provided by DAS Legal Expenses Insurance Company Ltd. as a service for eligible Hiscox policyholders.</p>	



INFORMATION ABOUT US

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

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

Insurers

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

Name Hiscox Insurance Company Limited
Registered address 1 Great St. Helens
London
EC3A 6HX
United Kingdom
Company registration Registered in England number 00070234
Status Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority

Name DAS Legal Expenses Insurance Company Limited
Registered address DAS House, Quay Side, Temple Back
Bristol
BS1 6NH
United Kingdom
Company registration Registered in England number 00103274
Status Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

Complaints procedure

If you have any questions or concerns about the sale of your policy or the service offered by your broker, please speak to your broker in the first instance:

Perkins Slade, Tricorn House, 51-53 Hagley Road, Birmingham, B16 8TP.

Or by telephone on +44 (0) 121 698 8000

Or by email at sports@perkins-slade.com

If you have any questions or concerns about the terms of your cover or the decisions regarding the settlement of a claim, please contact Hiscox Customer Relations team at:

Hiscox Customer Relations, 3rd Floor, Mallard House, Kings Pool, 3 Peasholme Green, York, YO1 7PX.

Or by telephone on +44 (0) 1904 681 198

Or by email at customer.relations@hiscox.com



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

Claims contact information

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

Name Perkins Slade
Registered address Tricorn House
51-53 Hagley Road
Birmingham
B16 8TP

Telephone +44 (0) 121 698 8000
Fax +44 (0) 121 625 9000

Email sports@perkins-slade.com



CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE

Policy: 1887208/HSLBD001859

CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE (a)

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

Policy number	1887208/HSLBD001859
1. Name of policyholder	British Kite Flying Association
2. Date of commencement of insurance policy	01 May 2017
3. Date of expiry of insurance policy	30 April 2018
	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



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.

Specify applicable law as provided for in regulation 4(6) of the Regulations.

See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.

About the insurer

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

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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: 1887208/HSLBD001859
Insured: 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 PAYE 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:

Employer name
Full address of employer including postcode
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

