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

08 April 2015

Ref: BRITKITEFLYASSO

Dear Mr Swift

Liability Insurance Quotation

Insured : British Kite Flying Association

We thank you for your recent enquiry and completed proposal form in respect of the above and are now pleased to offer the following quotation for your consideration which is valid for **30 days only** based on:

- Declared activities: Kiting activities in accordance with BKFA rules, regulations and guidelines. Social events run and organised by the BKFA or affiliated clubs.

NOTE 1: Social events involving activities considered to be of a hazardous nature (e.g. bonfires and firework displays or use of inflatables) **are excluded and must** be referred to ourselves for consideration

Offering the broadest levels of cover for peace of mind the sports, recreation and leisure liability policy underwritten by Hiscox Underwriting Ltd on behalf of Hiscox Insurance Company Limited will provide the following cover:

COVER	LIMIT OF INDEMNITY	Providing protection for claims made against your business for:
Public Liability	£5 million per occurrence – costs in addition	bodily injury to third parties and/or damage to third party property arising out of your insured activities
Products Liability / Pollution	£5 million per occurrence and any one period of cover – costs inclusive	bodily injury to third parties and/or damage to third party property arising out of any goods sold or supplied by you
Professional Indemnity – including Libel and Slander	£5 million per occurrence – costs in addition	negligence, breach of duty or care, defamation - important in respect of any newsletters / brochures you may produce, or internet forums held on your website
Management Liability – Trustees, Directors and Officers liability cover	£5 million per occurrence and any one period of cover – costs inclusive	claims arising from decisions made and actions taken by directors, officers and senior managers whilst managing the organisation
Commercial Assistance & Legal Advice Helpline – available 24 / 7 Provided by DAS Legal Expenses Insurance Company	Access for the organisation to a legal advice helpline to assist in the day-to-day running of your business in respect of issues relating to Employment, Prosecutions, Discrimination, Health & Safety and European Law	

The covers detailed above are 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 and at the time the activity was undertaken. Once a policy is cancelled, expires or lapses no cover would be provided for any claim notified after the date of cancellation, expiry or lapse.

Employers Liability	£10 million per occurrence – costs inclusive	bodily injury to your employees
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Employers' liability cover is written on a claims-occurred basis. This means that the policy is designed to cover claims arising from incidents as a result of your business that occur during the period shown in your schedule.
NOTE: Unlike other Liability policies there are no policy excesses.

Abuse cover is currently excluded from the quotation. If however, you require abuse cover, please complete and return the Children and Vulnerable Adults Statement of Fact as enclosed with the original application to us as soon as possible.

Premium

The annual premium for the General Liability, Employers Liability and Management Liability cover will be £806. The premium is inclusive of IPT at the current rate based on £5 million Limit of Indemnity, with a £10 million Limit of Indemnity for Employers Liability. This cover is for the British Kite Flying Association as an entity.

We are pleased to offer rates for affiliated clubs under this policy. These rates (inclusive of Insurance Premium Tax) include cover for affiliated members whilst they are representing their clubs and does not extend to members flying independently. The rates are based on members within the clubs and are noted as follows per club –

0-50 members - £147
51-100 members - £195
101-200 members - £205
201-350 members - £252
351-500 members - £289

The cover offered for the clubs is –

£5m General Liability
£5m Management Liability
£10m Employers Liability
£2.5m Abuse (subject to satisfactory completion of Protection of Children and Vulnerable Adults form)

Policy Documentation

Full details of the cover, limitations and exclusions are contained within the policy document which can be viewed at <http://www.perkins-slade.com/hiscox-sports-policy-wordings> along with a copy of the insurer's key facts summary document. These documents should be read and retained for your records.

How to Start Your Policy

Please complete the attached Cover Commencement form and declaration indicating the cover required and return with your payment.

We look forward to placing your insurance cover. If you have any queries please do not hesitate to contact us.

Yours sincerely



Michael Farrell - Cert CII
Sports Small Business - Development Broker

Direct E-mail: M.Farrell@Perkins-Slade.com

Introducing PS SportsQuote - To purchase competitive insurance for your

- Equipment
- Travel (including participants/competitors)
- or to buy a package of Physiotherapy treatments

visit www.ps-sports-quote.com or call 0845 260 1574

Important Information

GENERAL LIABILITIES

Core Covers:

Public Liability	£5 million per occurrence	- costs in addition (in respect of Pollution costs inclusive)
Products Liability	£5 million any one period	- costs inclusive
Professional Indemnity	£5 million per occurrence	- costs in addition
Libel and Slander	£5 million per occurrence	- costs in addition

Optional Covers:

Management Liability	£5 million any one period	- costs inclusive
Abuse	£2.5 million any one period (where insured)	- costs inclusive

There are no policy excesses

A full copy of the Hiscox sports, recreation and leisure policy wording and keyfacts summary may be reviewed on the Perkins Slade website <http://www.perkins-slade.com/hiscox-sports-policy-wordings> If you are unable to access the website or would prefer a hard copy we will provide a copy of the document on request

EMPLOYERS LIABILITY

The Limit of Indemnity is £10 million each & every loss, costs inclusive.

As you may know, you are required by Law to have Employers' Liability Insurance for the people you employ. Obviously that includes anyone you pay a wage to, however the law casts its net wide in **making you liable** for injury to persons you may not normally think of as employees. The definition of 'employee' includes labour only sub-contractors, hired or borrowed persons, persons undertaking study or work experience, and volunteers.

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

- You have the right to control where and when they work and how they do it.
- You supply most materials and equipment.
- 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.
- You require that person only to deliver the service and they cannot employ a substitute if they are unable to do the work.
- You deduct National Insurance and Income Tax from the money you pay them.

(these definitions are as per the HSE Guidelines which can be found at <http://www.hse.gov.uk/pubns/hse40.pdf>)

EMPLOYERS LIABILITY TRACING OFFICE

All new and renewed Employers Liability (EL) Certificates are recorded with the Employers Liability Tracing Office (ELTO). Their duty is to hold data on every employer's EL insurance to help those who have suffered injury or disease identify the relevant insurer quickly and efficiently.

If your organisation pays more than the current PAYE threshold in respect of wages/salaries, your insurers must populate the ELTO database, including the Employer Reference Number (ERN) as issued by the Inland Revenue. Insurers are not able to provide Employers Liability cover if any information is missing from their database.

Additional Information is available from the ELTO website www.elto.org.uk

DUTY OF DISCLOSURE

It is your duty to disclose all material facts both at renewal and at any time throughout the period of insurance. A material fact is one that would influence the judgement of a prudent insurer in fixing the premium or determining whether it will undertake the risk. You should make sure you disclose every fact that could be material (even if you are not sure about it) so that the Insurer can decide whether it is material or not.

Examples of facts that must be disclosed include the fact that another insurer has refused to renew a policy, your previous loss experience whether or not claims were made, criminal convictions, prosecutions and any contractual liabilities or hold harmless agreements. The examples given are not exhaustive and if you are in any doubt, please contact us for further advice

When you give insurers risk information you must be fair and truthful and not misrepresent any detail. As the insured party, **you** are responsible for disclosing information about your organisation and the risks for which you require



insurance. The insurer should not need to elicit information by asking for it - and the fact that an insurer does not ask about a "material fact" does not discharge you from your duty to disclose the information voluntarily.

The consequences of misrepresentation and non-disclosure are severe. The policy can be declared void from the date it began. This means the claim that gives notice of a breach of utmost good faith could be declined and any other claim made under the policy could also be declined

POLICY DOCUMENTATION

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.

PAYMENT ACCEPTANCE

Please note that due to the Financial Conduct 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. This also applies to payments by BACS.

PREMIUM PAYMENT FACILITIES

We normally accept payment by cheque, BACS or Credit and Debit Card (Visa, Mastercard, Switch or Delta). We do not accept payment by American Express. There is a 2% charge for credit card transactions made on or after 1 January 2015. There is no charge for debit card transactions. For BACS payment our bank details are: Barclays Bank Plc, Sort Code 20-97-78, Account Number 40093475 – please quote your client reference BRITKITEFLYASSO. Alternatively you may spread the premium payments as follows:

- Premiums up to £500: Monthly Direct Debits over 10 months, at an interest charge of 6.95%
- Premiums £501 to £4999: Direct Debits over 10 months at an interest rate of 6.50%
- Premiums £5000 and above Refer to Perkins Slade

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 Renewal Confirmation Form.

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.

PERKINS SLADE 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 "Terms of Business" at the foot of the Home page. 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 Our Liability, 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.

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.

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 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.

DEMANDS AND NEEDS

This insurance is typically for activity businesses who wish to insure their legal liability for sports and leisure activities. You will receive information on the Liability Insurance Portfolio product only which is provided by Hiscox Insurance Company Ltd and you will not receive advice or recommendations from us in respect of other Insurers' products.

ALTERNATIVE INSURERS

We have approached alternative insurers for quotations. We believe that the terms offered by Hiscox are both competitive and suitable for your requirements. The renewal therefore is recommended on this basis.

RENEWAL CONFIRMATION FORM – DECLARATION GUIDANCE NOTES

After Enquiry:

Insurers would expect suitable enquiry to be made with all the committee(s), directors, officers', partners, trustees, and principals in any organisation, association or club expecting to receive 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

Abuse Cover (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 policy and social services are involved
- Any formal allegations of abuse e.g. allegations from the victim or triggered by a whistleblowing policy, which calls for a response and investigation by the police and social services.

Material Fact:

Any fact 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.

STATUS DISCLOSURE

The Financial Conduct Authority (FCA)

The FCA is one of the UK's two new financial regulators, working alongside the Prudential Regulation Authority (PRA). Together they replace the Financial Services Authority. The FCA requires us to give you this document, please use this information to decide if our services are right for you.

Whose products do we offer?

We offer a product from Hiscox Insurance Company Ltd for General & Employers Liabilities.



Which service will we provide you with?

We will advise and make a recommendation for you after we have assessed your needs for General & Employers Liabilities.

What will you have to pay us for our services?

No fee.

Who regulates us?

Perkins Slade is authorised and regulated by the Financial Conduct Authority. Financial Services Register number 302886. For more information visit www.fca.org.uk or call 0800 111 6768.

Perkins Slade Limited is registered at Companies House in England and Wales under Company number 969374. Registered Office: Tricorn House, 51-53 Hagley Road, Birmingham, B16 8TP.

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

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.

Complaints

You may contact us:

- By telephone: 0121 698 8000
- By email: complaints@perkins-slade.com
- In writing: CEO, Perkins Slade Limited, Tricorn House, 51-53 Hagley Road, Birmingham, B16 8TP
- By fax: 0121 625 9000

Any complaint made by telephone that is not resolved immediately will be followed up in writing.

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

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.



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

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

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 and will form part of 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:

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 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.
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.



Hiscox Cover Confirmation Form

Insured: British Kite Flying Association

Our Ref: BRITKITEFLYASSO

Premium Enclosed: £

Date Cover to Commence: _____

General Liability - Limit of Indemnity	£5m
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Management Liability - Limit of Indemnity	£5m
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Employers Liability			Yes	No
Employee Description	Number of Employees	Annual Wage roll	Please tick to indicate work undertaken by any volunteers	
Clerical / Non Manual		£		
Instructors / Coaches		£		
Manual (eg. Groundsmen / Maintenance Staff)		£		
Any Other Staff - Please specify duties		£		
	TOTAL:	£		

Do your volunteers provide in excess of 100 unpaid hours per month (please indicate above the work undertaken by volunteers)	Yes	No
If yes please specify number of hours per month		

Do you pay any one employee more than the PAYE threshold	Yes	No
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If Yes, please provide your Employer Reference Number (ERN) (Otherwise known as Employer PAYE reference)	
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If you do not have an ERN - please indicate the reason below (please tick as appropriate)	
All employees earn below PAYE threshold	
Business is registered outside England, Scotland, Wales or Northern Ireland	
Organisation has no paid employees	

NOTE:

If your organisation pays more than the PAYE threshold in respect of wages / salaries, your insurers must populate the ELTO database, including the Employer Reference Number (ERN) as issued by the Inland Revenue. Insurers are not able to provide Employers Liability cover if any information is missing from their database

Clubs Confirmation of Cover

Please confirm how many clubs require our insurance cover depending on the number of members within each club

Number of Members per Club	Price	Number of Clubs
0-50	£147 per club	
51-100	£195 per club	
101-200	£205 per club	
201-350	£252 per club	
351-500	£289 per club	



Insured Name: British Kite Flying Association

Reference: BRITKITEFLYASSO

Declaration

I confirm that I have read the following documents, and agree to be bound by the terms contained therein.

Important Information & Perkins Slade Terms of Business

Statement of Fact

It is a condition of your policy that you are compliant with the Statement of Fact. This declaration also serves as confirmation that you have read and are familiar with the requisite information

I declare that I have read the Statement of Fact and confirm all information contained in points 1-23 therein is true and correct.

Signed	<input type="text"/>	Email	<input type="text"/>
Name (block capitals)	<input type="text"/>	Date	<input type="text"/>
Status/position	<input type="text"/>		

Methods of Payment

Please tick the payment method you wish to use:

BACS	<input type="checkbox"/>	Please quote BRITKITEFLYASSO when making payment			
Cheque	<input type="checkbox"/>	Please attach your cheque made payable to Perkins Slade Ltd			
Existing Direct Debit	<input type="checkbox"/>	For clarity please confirm the last four digits of your bank account	<input type="text"/>	<input type="text"/>	<input type="text"/>
New Direct Debit	<input type="checkbox"/>	Monthly instalment facilities are available – Please contact Perkins Slade Ltd for details			
Credit Card	<input type="checkbox"/>	Please complete the details below a 2% charge will apply for transactions on or after 1 January 2015			
Debit Card	<input type="checkbox"/>	Please complete the details below.			
Credit/Debit Card Details		(Payment may be taken immediately on receipt of this form)			
Visa	<input type="checkbox"/>	Mastercard	<input type="checkbox"/>	Switch	<input type="checkbox"/>
				Delta	<input type="checkbox"/>
Cardholders name	<input type="text"/>				
Card number	<input type="text"/>				
Expiry date	<input type="text"/>	Issue date	<input type="text"/>	Issue no.	<input type="text"/>

Perkins Slade Ltd 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.

