

## Angling Trust - Liability Insurance Scheme Important Information

### Duty of Disclosure

We take this opportunity to remind you of your duty to disclose all material facts at each renewal and at any time throughout the contract. A material fact is one that would influence the judgement of a prudent insurer in fixing the premium or determining whether he will undertake the risk.

When you give insurers information about a risk you want them to underwrite, you must be fair and truthful and must not misrepresent any detail. You, as the insured party, 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, so that both:

- the claim that gives notice of a breach of utmost good faith can be declined
- any other claim made under the policy can also be declined

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
- contractual liabilities or hold harmless agreements

It is your duty to provide all material information, so 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. The list of examples given is not exhaustive and if you are in any doubt, please contact us for further advice.

### 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 8000.

### Employers' Liability

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 think of as employees. For example, persons you would normally think of as self-employed or even volunteers may also be considered as your employees for the purpose of you being liable for injuries they sustain whilst "working" for you.

English law has gradually built up its position in deciding who an employee might be, and it is not restricted to only those who you pay a wage to. 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, our advice is that you need Employers' Liability Insurance for someone who works for you if any of the following applies:**

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

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.

The definition of 'employee' includes labour only sub-contractors, hired or borrowed persons, persons undertaking study or work experience, and volunteers

All new and renewed Employers Liability policies from April 2011 have been recorded with the Employers' Liability Tracing Office (ELTO) which is an independent industry body comprising members who are UK Employers Liability (EL) insurers.

Their duty is to hold data on every employer's EL insurance to help those who have suffered injury or disease in the workplace identify the relevant insurer quickly and efficiently.

The ELTO database must be populated in full by your insurer by April 2012, including your companies Employer Reference Numbers (ERN) issued by Inland Revenue where an organisation pays £503 or more per month (£6,036 annually) in respect of wages/salaries.

After April 2012 insurers will not be able to provide Employers Liability cover if any data is missing from their database.

Additional information is available from the ELTO website [www.elto.org.uk](http://www.elto.org.uk)

### **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](http://www.perkins-slade.com) Go to "Terms of Business" within the red footer 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.

### **Club Constitution**

A formal written Constitution gives you clear "ground rules" as to how your club will be run. The club's constitution should include all of the following aspects:

- Aims and objectives
- Membership categories
- Voting rights
- Officers of the club
- Election of officers
- Retirement of officers
- Powers of the committee
- Finance and accounting procedures
- Annual General Meetings
- Discipline and appeals
- Dissolution
- Amendments to the constitution
- Declaration of adoption

Sport England under their ClubMark banner has produced a model constitution which is endorsed by insurers. <http://www.clubmark.org.uk/resources/downloads>

### **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. This also applies to payments by BACS.

### **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 your client reference number, 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.

### **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.

### **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 your insurance policy documents 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.

### **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

## **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 or 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 e.g. allegations from the victim or triggered by a whistle blowing policy, which calls for a response and investigation by the police and social services.