

Perkins Slade Limited  
3 Broadway  
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Birmingham B15 1BQ  
Telephone: +44 (0)121-698 8050  
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Email: [sports@perkins-slade.com](mailto:sports@perkins-slade.com)  
Website: [www.perkins-slade.com](http://www.perkins-slade.com)

29 December 2010

Dear Sir/Madam

Thank you for your enquiry for Employers' Liability Insurance. Following your discussions with our office it has been determined that that attached policy suits both the requirements and exposures that have been identified in association with your activities. Both the product and premium contained within the attached proposal are based upon the information, which you have previously provided.

Our employers liability cover is provided by Royal & Sun Alliance and as a result we have been able to negotiate preferential rates and cover which are unique to Perkins Slade Limited and would therefore recommend that cover is placed on this basis.

Details of the cover, premium costing and how the premium can be paid are provided on the attached proposal form, we also enclose a policy summary. A specimen of the full policy wording is available should you require it.

It is our duty under the new Financial Services Authority regulations to advise you of our official status. Details of which are contained within the Status Disclosure document attached.

Having reviewed our records we do not believe that any insurance we hold or have held is pertinent to this quotation.

**Please complete and return pages 7-9 of the form, ensuring that you retain all other information for your own record purposes.**

Yours faithfully

Sports Scheme Department  
[Sports@perkins-slade.co.uk](mailto:sports@perkins-slade.co.uk)  
0121 698 8052/8053/8137

Perkins Slade Ltd  
3 Broadway  
Broad Street  
Birmingham B15 1BQ  
Tel No: 0121 698 8000  
Fax No: 0121 625 9000  
Email: sports@perkins-slade.com

## **EMPLOYERS' LIABILITY**

You are required by law to have employers' liability insurance for people who you employ. However, people who you normally think of as self-employed may be considered as your employees for the purposes of employers' liability insurance. Whether you choose to call your contract a contract of employment or a contract for services is largely irrelevant. 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 apply:

- You have the right to control where and when they work and how they do it;
- You supply most materials and equipment;
- You have a 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 deduct national insurance and income tax from the money you pay them
- You require that person only to deliver the service and they cannot employ a substitute if they are unable to do the work;
- They are treated in the same way as other employees, for example if they do the same work under the same conditions as someone you employ.

# 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 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.

In order to achieve this, would ask that you notify us 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 Claim 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.

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.

## STATUS DISCLOSURE - ABOUT OUR INSURANCE SERVICES

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### 1. The Financial Services Authority [FSA]

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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.

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### 2. Whose products do we offer?

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We offer a product from Royal Sun Alliance for Employers' Liability.

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### 3. Which service will we provide you with?

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

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

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No fee.

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

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### 5. Who regulates us?

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

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

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

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## **6. Ownership**

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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

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## **7. Complaints**

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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.

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## **8. Are we covered by the Financial Compensation Scheme [FSCS]?**

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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.](#)

**PLEASE RETAIN THESE INFORMATION PAGES FOR YOUR RECORDS**

**Perkins Slade Ltd**  
**Registered Office: 3 Broadway, Broad Street, Birmingham B15 1BQ.**  
**Registered in England No. 969374**

## EMPLOYERS' LIABILITY INSURANCE - General Information

|   |  |
|---|--|
| Business Name:  |  |
| Postal Address:   |  |
| Contact Name:   |  |
| Telephone No  |  |
| Fax No  |  |
| Email Address   |  |
| Website Address   |  |
| Address of Business Premises if different from above  |  |
| List of any Associations of whom you are a member   |  |
| Business Description  |  |
| Including details of all Activities undertaken. A breakdown of the % of turnover for each activity will assist in determining the premium |  |
| <b>If children are involved please details age groups.</b>  |  |
| No. of Years established or Date to be Established  |  |
| Renewal Date of Existing Insurance  |  |
| Current Premium Paid  |  |

|  |               |  |
|--|---------------|--|
| Please provide numbers of employees and wage roll for each category of employee  |               |  |
|  | Number        | Wage roll  |
| a) Clerical & Directors not working manually   |               | £  |
| b) Instructors   |               | £  |
| c) Others - please provide details of their duties (including volunteers)  |               | £  |
| <u>CLAIMS INFORMATION</u><br>Have any accidents or claims arisen in past 5 years whether insured or not                    |               | YES <input type="checkbox"/> NO <input type="checkbox"/> |
| <b>If Yes, please give details below or attach insurers confirmed claims experience if presently or previously insured</b> |               |  |
| Date of accident   | Brief Details | Amount of claim  |
|  |               |  |
|  |               |  |
|  |               |  |

**DECLARATION**

To be completed in all cases

| Have you or any official of the club after enquiry:  | YES                      | NO                       |
|--|--------------------------|--------------------------|
| (a) Ever been refused insurance?   | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) Had special terms imposed upon you?  | <input type="checkbox"/> | <input type="checkbox"/> |
| (c) Been convicted or have a prosecution pending for any offence involving dishonesty of any kind?   | <input type="checkbox"/> | <input type="checkbox"/> |
| (d) Been made aware of any circumstances which might give rise to a claim against the organisation or any of its directors, officers or committee members? | <input type="checkbox"/> | <input type="checkbox"/> |
| (e) Ever been declared bankrupt?   | <input type="checkbox"/> | <input type="checkbox"/> |

If "Yes" to any of the above, please provide details.

**DATA PROTECTION ACT**

Perkins Slade will collect certain information about you in the course of considering your proposal and, if coverage is provided, in conducting its relationship with you. Except to the extent required by law, Perkins Slade will only use such information for the purposes set out below.

Your information will be processed for the purposes of managing any insurance provided to you and administering claims. Information may be provided to your insurer, underwriters and loss adjusters for these purposes. Insurers share information with each other to prevent fraudulent claims and for underwriting purposes. Your information may be provided to other insurers. By signing this proposal form you consent to the processing and transfer of information described above. Without this consent your proposal could not be considered.

You may have a right of access to, and correction of, information we hold about you. Please contact us if you would like to exercise either of these rights. Your information may be transferred to countries, which do not have data protection laws. Such countries may not be subject to any restrictions on how they use your personal data. We may wish from time to time to send you information by post phone or email about other products and services which we think may be of interest to you. If at any time you do not wish to receive this information, then please contact us writing to the above address.

I/We declare that I/we have received a copy of the Perkins Slade Status Disclosure, Insurers Policy Summary & Terms of Business.

The questions on this form and any other details given relate to facts considered material to underwriting the insurance. If you answer them fully and honestly you will be considered to have fulfilled your duty to disclose material facts. Failure to do so may invalidate your insurance. Any other facts known to you, which are likely to affect acceptance of assessment of the risks proposed for insurance, must be disclosed. Should you have any doubt about what you should disclose, please contact Perkins Slade for clarification.

**NAME (BLOCK CAPITALS)** .....

**Signed** ..... **Date**.....

**Perkins Slade is authorised and regulated by the Financial Services Authority**

## CCPR Sports Scheme Employers' Liability Policy Summary

This Employers' liability policy is underwritten by Royal & Sun Alliance Insurance plc. It is an annual contract and may be renewed each year subject to the terms and conditions then applicable.

The Employers' Liability section of the policy provides protection against your legal liability for damages and legal costs arising from:

- injury to any person employed caused during the period of insurance and arising out of and in the course of employment in your Business

The following tables provide only a summary of the main policy benefits and the terms and conditions. For full details of these and all the terms and conditions that apply you should read the policy document, a copy of which will be provided on completion of your contract or at any time on request.

### keyfacts

| <b>EMPLOYERS' LIABILITY INSURANCE – where indicated in the schedule the following will automatically be included</b>   |   |
|--|---|
| <b>Features &amp; Benefits</b>   | <b>Significant Exclusions or Limitations</b>  |
| <p><b>Standard Cover</b></p> <ul style="list-style-type: none"> <li>• Employers' Liability. Injury of any person employed caused during any period of insurance. Injury is defined as bodily injury death disease or illness.</li> <li>• Legal Defence costs in defending proceedings arising from a breach of the Health &amp; Safety at Work Act 1974, the Health &amp; Safety at Work (Northern Ireland) Order 1978 where there has been no actual injury.</li> <li>• Meets the requirements of the Employers' Liability (Compulsory Insurance) Act 1969</li> </ul> | <ul style="list-style-type: none"> <li>• Limit of Indemnity for Employers' Liability £10,000,000 any one event (restricted to £5,000,000 in respect of terrorism), inclusive of all legal costs.</li> <li>• Covers Employees temporarily working overseas.</li> <li>• Indemnity does not apply for;               <ul style="list-style-type: none"> <li>- nuclear risks.</li> <li>- injury for which you are required to arrange motor insurance in accordance with road traffic legislation within the European Community.</li> </ul> </li> </ul> |

## 1. Customer Service - What to do if you have a complaint

At Royal & Sun Alliance we have a real commitment to customer care. We have built a reputation as a company that puts our customers first and we aim to give customers a high standard of service at all times.

You can help us to maintain this position by letting us know if you consider that our service has been unsatisfactory.

If you are unhappy with our service for any reason or have cause for complaint you should initially contact the person who arranged the policy for you or the Manager of Royal & Sun Alliance Insurance plc at the address shown on your quotation or schedule, as appropriate. They will tell you what they will do to resolve your concerns and how long it will take.

If matters are not resolved to your satisfaction, you are invited to write to the Customers Relations Manager for either General Insurance or Legal Expenses cover at the address shown below.

If our Customer Relations Office cannot resolve the matter to your satisfaction, we will provide you with our final response so that you can, if you wish refer the matter to the Financial Ombudsman Service at the address below. Individual consumers and small businesses whose group annual turnover is less than £1 million can contact the Ombudsman to deal with their complaint. Your right as a customer to take legal action remains unaffected if you do make a complaint.

| General Insurance   | Legal Expenses  | Financial Ombudsman Service   |
|---|---|---|
| Customer Relations Manager<br>Royal & Sun Alliance<br>Bowling Mill<br>Dean Clough Industrial Park<br>Halifax<br>HX3 5WA | Customer Services Dept<br>Legal Expenses Division<br>First Assist Group Ltd<br>Marshall's Court<br>Marshall's Road<br>Sutton<br>Surrey<br>SM1 4DU | Insurance Division<br>The Financial Ombudsman<br>Service<br>South Quay Plaza<br>183 Marsh Wall<br>London<br>E14 9SR |

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

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme. This provides compensation in case any of its members go out of business or into liquidation and are unable to meet any valid claims under its policies. 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.

The first £2000 of a claim is protected in full. Above this threshold, 90% of the remainder of the claim will be met.

For compulsory classes of insurance, 100% of the claim would be met without any upper limit.

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

### **3. Your right to cancel the policy**

If having examined your policy documentation you decide not to proceed with the insurance, you may cancel it within the first 30 days under the terms of your policy.

You also have a statutory right to cancel the policy within 14 days starting on the day you receive the policy documentation.

To cancel please write to the address or call the number shown on your policy schedule

On receipt of your notice, we will refund any premiums already paid, except when you have already made a claim under your policy.

### **4. Making a Claim**

Should you wish to make a claim under your Policy you should call the Claims Helpline on (01403) 237000 as soon as possible. Our customers will also be provided with the direct dial telephone number for the nominated claims handler(s) who service their particular account. You must give us any information or help that we ask for. You must not settle, reject, negotiate or agree to pay any claim without our written permission. Full details of how to claim are included in your policy document.

Royal & Sun Alliance Insurance plc (No. 93792). Registered in England and Wales at St. Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL. Authorised and Regulated by the Financial Services Authority.