

UK Coaching Insurance

Important Information

Introduction

This Agreement is between you and **UK Coaching Solutions Limited** (“we”, “us”, “our”, “UKCS”), an Appointed Representative of Howden Insurance Brokers Limited (HIBL) subsidiary of Howden Broking Group Limited, which is part of the Howden Group, whose registered office is One Creechurch Place, London, EC3A 5AF.

The provision of insurance within the UK is regulated by the Financial Conduct Authority (“FCA”).

Basis of agreement

The intention of this Agreement is to clearly and concisely establish the basis of our relationship with you and the services that we will provide in respect of each insurance contract that we arrange or have arranged on your behalf, unless there is a more specific written agreement between us.

Once you have decided to complete the purchase of the insurance product, we will take this as being your informed consent to you being bound to the terms set out in this Agreement in relation to any services provided to you, by us, on and after that date, and supersedes any previous Agreement that may have been sent to you by us or on our behalf.

We do not offer advice on tax, legal, accounting, regulatory or sanctions matters, and you should seek separate advice where you consider it necessary in relation to such matters.

Please note that references to “insurance” and “insurers” in this Agreement include “reinsurance” and “reinsurers”.

We draw your attention specifically to the following sections:

- Insurance Placement – sets out the basis upon which we will act as your agent in relation to obtaining and presenting to you, insurance terms;
- Payment Methods – sets out how payment is made;
- Remuneration – sets out details of our earnings;
- Limitation of Liability – sets out how we limit our liability.

From time to time, it may be necessary for us to amend or supersede these terms by new terms that will be communicated to you in writing. Please contact us immediately if there is anything in this Agreement that you do not understand or with which you disagree.

Insurance placing

Based on the information you have provided to us, we have only presented to you quote(s), which we consider suitable for you, based on our understanding of your demands and needs. In providing you with a quote, we are providing you with information only, and are not providing you with any advice or recommendation. Based on the information we have provided, you are responsible for deciding whether the quote(s) we have provided meet your requirements.

This policy is written under a Delegated Authority Agreement, which allows HIBL to act on behalf of Insurers.

Provision of documentation

We will provide you with written confirmation once your payment has been verified and your order has been processed. You will have access to evidence of insurance we have arranged and which may take the form of an insurer document (a formal policy document or certificate), covernote, or a broker insurance document which provides confirmation of the terms of the insurance contract arranged, and where applicable a schedule of insurer(s) with whom the risk has been placed. It is your responsibility promptly to check this and notify us if it does not meet your requirements.

Any paper documents that you provide to us will be treated as copy documents. Such documents may ultimately be destroyed by us in accordance with our document retention policy. Please let us know if you require any further information.

Demands and Needs

Please find below a brief summary of the main covers offered by The UK Coaching Fitness Insurance Scheme. For full terms and conditions of cover please refer to the policy booklet.

The UK Coaching Fitness Insurance Scheme is on a combined liability basis and is for a £10m limit of indemnity. The UK Coaching combined liability insurance will cover you for:

- Public and Products Liability
- Professional Negligence
- Medical Malpractice
- Legal Defence Costs
- Personal Accident

The basis of cover for the Public & Products liability cover under The UK Coaching Insurance

Scheme will be provided on a 'claims occurring' basis, which means cover is provided for claims that arise from incidents occurring during the period of insurance. Professional negligence and Medical Malpractice covers are provided on a "claims made" basis, which means cover is provided for claims that are made during the period of the policy.

Personal Accident Cover

Benefits including:

Death	£50,000
Loss of eye(s) or limbs	£50,000
Permanent Total Disablement	Up to £50,000
Temporary Total Disablement	£100 per week

(payable for up to 13 weeks starting from the 29th day of disablement)

The UKCS Liability Insurance Scheme

Standard Policy for all Instructors

Option 1

The policy provides cover to undertake activities that are within the remit of your **recognised professional fitness industry qualifications including any approved CPD you have completed.**

Indemnity Limit	£10,000,000
Premium inc IPT	£38.00
IPT	£4.07
Fee	£27.00
TOTAL	£65.00

Option 2

Sports massage and soft tissue massage will require a higher level of cover. The sports massage liability insurance is available to individuals who have additional, approved, certified massage qualifications. This insurance is for massage being applied as part of instructing/training programmes only.

Indemnity Limit	£10,000,000
Premium inc IPT	£78.00
IPT	£8.36
Fee	£27.00
TOTAL	£105.00

Insurance premiums are inclusive of insurance premium tax (IPT) at the current rate. Administration fee is inclusive of VAT at 20%.

Payment methods

Premiums will be collected and processed in full online through our secure, third-party payment provider before cover is incepted. We will receive payment when our provider confirms that the transaction has been completed. There will be no cover available until confirmation of a successful transaction is received. If the premium is not collected or cannot be evidenced as cleared funds, there will be no cover under the insurance policy.

You can re-new your policy by using your dashboard or using the information included in the renewal email sent to you.

Policy Restrictions

The combined liability insurance is operative only while you are acting within the remit of your recognised professional fitness industry qualifications including any approved CPD you have completed and not for any activities outside of that. It does not provide for employers liability or for liability arising from the ownership, possession or use of a mechanically propelled vehicle which would require compulsory insurance by law.

Cover is included for the delivery of coaching and instruction online, both live and recorded, provided you are working within the remit of your qualifications and managing the risk to ensure the activity takes place safely.

For full details of restrictions in policy cover please refer to the policy booklet.

Midterm amendments and adjustments

Any changes to your circumstances that could impact your insurance needs or ability to comply with the terms of your insurance policy must be raised with us promptly and we request that any amendments to the insurance contract be communicated to us in writing. We will then use our best endeavours to get insurers' agreement to these changes and will confirm this back to you, including any additional or return premium attributable to the changes, by way of an addendum or endorsement.

Conditions

This liability insurance is for individual practitioners and if you are operating a business with a trading name that has an annual turnover of more than the VAT registration threshold, or you are employing or utilising the services of any other person within your business, then these policies

are not sufficient therefore please refer to Howden Insurance Brokers Limited for an individual quote.

No cover is provided for any Limited company or incorporated entity.

The name appearing on the certificate of insurance will be the insured party. Company or trading names will not be used. Insurance is for UK residents (that is, you have a UK home address). It is not suitable for cover outside of the UK for any period longer than 6 months.

The insurance detailed in this leaflet can be obtained from ukcoaching.org/coaching-insurance

Further insurance options may be available from:

Howden Insurance Brokers Limited
Tricorn House
51-53 Hagley Road
Birmingham
B16 8TP

E: info@howdengroup.com
W: www.howdengroup.com

Duty of fair presentation

An insurance contract is one of the utmost good faith. You owe a legal duty to make a fair presentation of the risk to the insurer. You have a duty to disclose to the insurer every material circumstance which you know or ought to know after a reasonable search or which is sufficient to put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances. In addition, you have a duty to disclose information in a clear and accessible manner.

A circumstance is material if it would influence a prudent insurer's judgment in determining whether to underwrite the risk and, if so, on what terms.

Failure to disclose a material circumstance may entitle an insurer to:

- in some circumstances, avoid the policy from inception and in this event any claims under the policy would not be paid;
- impose different terms on your cover; and/or
- proportionately reduce the amount of any claim payable.

This duty applies:

- before your cover is placed;
- when it is renewed; and
- at any time that it is varied.

Your policy wording may also provide that this duty continues for the duration of the policy.

You should contact us immediately for assistance if you are unsure whether information may be material, or if it comes to your attention that you may have not disclosed full and accurate information.

Claims Reporting

It is important that any incident that could give rise to a claim is reported to insurers as soon as possible, whether that is an injury to a client, a member of the public, or any other type of allegation made against you.

If you are aware of any incidents that have, or are likely to give rise to a claim in the future, please report these incidents to Howden claims as soon as possible.

Email: donna.goulbourne@howdengroup.com

Failure to notify insurer(s) promptly may entitle them to reject your claim. You should not admit liability or agree to any course of action, other than emergency measures carried out to minimise the loss, or in the interests of health and safety, until you have obtained agreement from your insurer.

Your Demands and Needs

By proceeding to purchase this policy you acknowledge first, you have reached your own decision as to whether this policy meets your particular requirements and secondly, you accept that we have not advised you on the suitability of the policy by providing a specific personal recommendation

In providing this quotation, we are not aware of and have not taken into account any relevant existing insurances that you may have that cover the same subject matter and risks.

This insurance meets the needs of an individual requiring insurance cover for their **Combined Liability and Personal Accident** which are based on the information you have supplied, as well as the type, scope and level of cover chosen. Scope of cover is subject to the exclusions, excesses, limitations, warranties and conditions of the policy.

The capacity in which we are acting

In sourcing a suitable policy for you we are acting as your agent. We have a specific product that we believe would best satisfy your demands and needs.

The insurance policy quote(s) that we have presented to you has/have been quoted under a delegated authority agreement, which is a facility arrangements that has been entered into between HIBL and the insurer(s). Under this agreement, HIBL will also act as agent of the insurer(s) in respect of certain activities they have delegated to them.

Under this agreement, insurer(s) have delegated to HIBL, under specific parameters, authority to:

- Handle and hold client money in line with CASS rules and the delegated authority agreements.
- Bind and commit insurer(s) to the quoted contract of insurance
- Issue insurance certificates
- Agree to the cancellation of an insurance policy

In placing the insurance, we act as your agent as we have full delegated underwriting authority for the policy we are proposing to you, including authority to issue policy documentation.

In the event of a claim, we act as your agent. We do not have any delegated claims settlement authority for the policy we are proposing to you.

How we made our selection

We have utilised a Delegated Authority Agreement via HIBL from Hiscox and RSA. Therefore we only offer insurance from these insurers only for combined liability and personal accident only. We will on a regular basis carry out a tendering process to ensure that the single insurers offered for these policies are the best suited insurers.

Remuneration

We are remunerated by a combination of a fee as detailed above and a percentage of the commission earned by our principal HIBL. HIBL's remuneration is by commission, being a percentage of the premium charged by insurers in respect of the insurance contract arranged for the support services offered.

Please contact us if you would like more details of the amount of our remuneration earned.

Cancellation

We hope you are happy with your policy. Please read it carefully to see it meets your needs. If not, you may have a right to cancel your insurance. If you do decide to cancel within 14 days, you will be entitled to a full refund. You can cancel at any point in time after 14 days and you will be entitled to a pro rata return of your premium. The amount that will be refunded can be confirmed on request, before you make your final decision. We will not refund any amount of £10.00 or less. If you have notified a claim under this policy, you will not be entitled to any refund.

Administration fees are not refundable.

What to do if you have a complaint

If, for any reason, you are unhappy with the service you have received, please contact us on the usual address. If your complaint is specific to your insurance policy, it will be passed (within one working day) onto HIBL. Making a complaint will not prejudice your right to take legal proceedings.

Howden Insurance Brokers Limited
One Creechurch Place,
London
EC3A 5AF

Telephone: (0)20 7623 3806

Email: businessrisk@howdengroup.com

HIBL will acknowledge receipt of your complaint in writing within 5 working days of receipt and give you our response to your complaint at this time if they can. If HIBL are unable to respond to you within this period of time, they will provide you with their complaints procedure (which is available their website and on request) as well as further details as to when they will likely be in a position to respond.

If they cannot settle your complaint to your satisfaction, you may be eligible to refer your complaint to the Financial Ombudsman Service ("FOS"). The FOS is an independent and free to access service in the UK for settling disputes between eligible complainants and businesses providing financial services. You can find more information on the FOS at www.financial-ombudsman.org.uk

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: 0800 0 234 567

Website: www.financial-ombudsman.org.uk

Compensation

HIBL are covered by the Financial Services Compensation Scheme (FSCS). If we were unable to meet our obligations, you may be entitled to compensation from the scheme, depending on the type of insurance and circumstances of any claim. Further information about compensation scheme arrangements is available from the FSCS.

Financial Services Compensation Scheme (FSCS)
10th Floor Beaufort House,
15 St Botolph Street,
London,
EC3A 7QU

Telephone: 0800 678 1100
Website: www.fscs.org.uk

Limitation of Liability

The following provisions of this section set out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of all losses,

claims or liabilities arising under or in connection with this Agreement (including in respect of any indemnities), whether in contract, tort (including negligence), breach of statutory duty, or otherwise.

All warranties, conditions and other terms implied by law are, to the fullest extent permitted by law, excluded from this Agreement.

Nothing in this Agreement excludes or limits our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation.

Nothing in this Agreement excludes or restricts our duty or liability to you under the applicable regulatory regime.

Subject to the clauses above, our total liability to you, shall in the aggregate be limited to £25million or \$30million, and we shall not be liable to you for loss of or corruption of data, loss of profit, loss of

anticipated savings, loss of exppanbusiness, loss of opportunity, depletion of goodwill, any punitive or exemplary damages or any indirect or consequential loss or damage.

Jurisdiction and Choice of Law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of England and Wales.

We both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.

