

Summary of Insurance

British Taekwondo Council Ltd t/a BTC

Prepared by Towergate Insurance Brokers

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Towergate Insurance
Videcom House
Newtown Road
Henley on Thames
Oxon
RG9 1HG

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General Information

This Summary of Insurances provides a very brief outline of the policies we arrange for you. It does not contain details of the Policy terms, conditions, restrictions or exclusions. For these, reference should be made either to the policy documents.

Important Information

The following information is common to all your policies unless shown otherwise.

Insured Title:

British Taekwondo Council Ltd t/a BTC

Main Business Address:

130 Barrows Green Lane, WIDNES, Cheshire. WA8 0JJ

Business Description:

Participation & Instruction of Taekwondo and associated activities.

It is important to ensure that any changes to the above are notified to us immediately and that all your business activities are included in the above description

Your obligations

In addition to keeping us informed of any changes to your business activities, processes and locations you also have obligations under the Insurance Act 2015 to provide a **Fair Presentation** of your business risks having undertaken a **Reasonable Search** for information with your Management team and anyone associated with your business who may hold such information. For further information about these obligations please speak to your usual Towergate contact. Failure to provide this Fair Presentation could impact or invalidate any claim you may make

Insurance policies also require you to insure at full value and may contain Average Conditions that can reduce the amount of a claim where you have underinsured or have inadequate cover.

Regulation

Towergate is a trading name of Towergate Underwriting Group Limited and is regulated by the FCA (Financial Conduct Authority) Registration No 313250

Suspensive Conditions (Warranties) and Policy Conditions

We would remind you that certain policies may contain Suspensive Conditions or Conditions precedent to liability which if breached will in most circumstances allow the insurers to avoid liability under the policies.

If you are in any doubt as to whether any Conditions apply to your policies or have any concerns over such clauses, please bring those concerns to our attention immediately.

Insurance Premium Tax

All policies, other than those with VAT already applicable or those policies concerning exports, are subject to the application of Insurance Premium Tax at the prevailing rate and is payable on the total premium. The tax is shown separately on all invoice documents and applies at inception, renewal and all adjustments throughout the period of insurance.

Data Protection Act

We should advise you that insurers regularly exchange information with each other to help validate information provided to prevent fraudulent claims. They also supply details of motor policies to a database to which the Police and other insurers have access. This helps detect those who break the law by not carrying motor insurance and to assist insurers in pursuing claims against others following accidents.

Commercial Combined

POLICYHOLDER	British Taekwondo Council Ltd t/a BTC
INSURER	Allianz Insurance Plc
POLICY NUMBER	SZ/18124732/04
PERIOD OF INSURANCE	01/04/2020 to 30/06/2021

Scope of Cover

Section 1:	Public Liability (members)
Section 2:	Personal Accident

Section 1: Public Liability

Cover

Indemnity against legal liability for injury to third parties or loss of or damage to third party property arising out of the business.

Geographical Limit

UK

Jurisdiction

UK

Limits of Indemnity

Public Liability any one occurrence (£):	5,000,000
Corporate Manslaughter (£):	5,000,000

Excess

£500 with respect to third party property damage

Section 2: Personal Accident

Cover

Accidental bodily injury to the person(s) insured, which occurs during the operative period and results in death or disablement.

All members of the Insured and associated clubs

Cover basis	Employment Only
Activities	All Employees

Other Benefits

Benefit	Benefit amount (£)	Weeks payable	Deferment period (weeks)
Death	50,000		
Loss of Limb(s)	50,000		
Permanent Loss of Hearing	50,000		
Permanent Loss of Sight	50,000		
Permanent Loss of Speech	50,000		
Permanent Total Disablement	50,000		
Temporary Total Disablement	150	104	2

Additional Information

Additional Cover

1. Enhanced Permanent Total Disablement Benefit
2. Life Enhancement Expenses Benefit
3. Modification Expenses Benefit
4. Travel To Work Benefit
5. Coma Benefit
6. Dependent Adult and Child Benefit
7. Simultaneous Death of the Insured Person and Spouse
8. Funeral Expenses and Urgent Estate Expenses
9. Damage to Personal Belongings

How to make a claim

The first stage is for you to complete the following. The next stage is for you to send the above details to Towergate Insurance Brokers. From there, we will verify your membership. Assuming that the details are complete/validated/in order, a claim form will then be forwarded to you for completion and must be returned within 14 Days.

Member details	
Full name	
Telephone number	
Email address	
Address	
Date of Birth	
Description of injury	
Date of incident	
Club name	
Association	
Instructors name/tel number	

Please let us have the above details by:

EMAIL: - Lucinda.Baughan@towergate.co.uk

TEL:- 01491 635804 or 01491 573966. The office is open from 9am to 5pm Monday to Friday

BY POST:- Towergate Insurance Brokers, Videcom House, Newtown Road , Henley on Thames, Oxon RG9 1HG

Claims

All insurance policies contain strict claims conditions regarding the prompt (and often time limited) notification of both claims and incidents likely to give rise to a claim. It is therefore essential that you make yourself aware of these conditions and follow them at all times.

Whenever you become aware of an incident which might lead to a claim, please contact your Towergate claims team at the earliest possible opportunity and provide all the available information.

General Guidance

- Report claims quickly.
- Keep both policy and insurer 24 Hour Emergency phones numbers somewhere easy to access at short notice
- Keep your Towergate contact numbers to hand in case you need it
- Record as much information as possible at the time of the incident. Any delay in doing so may result in important information being forgotten or lost.
- Be ready to respond promptly to and cooperate with an insurer's request for information pertaining to your claim. Any delay or lack of cooperation may give rise to the claim being turned down.

Accidents and injuries to employees or third parties

- Never admit liability for an incident and do not enter negotiation or dialogue or respond to letters from potential claimants or their solicitors without first engaging insurers or Towergate.
- If you receive a Writ or a Summons, pass it Towergate or your insurers immediately. Failure to pass them across promptly could prejudice your insurer's position and thus limit your right to receive indemnity under the policy.
- All accidents involving employees must be recorded and reported in line with Health & Safety legislation.
- Beyond H&S requirements, make sure that at the time of a known incident, as much information as possible is captured. This includes circumstances, witnesses, injuries evident, property, products or obstacles involved and photos of the location and conditions.
- Be prepared to provide all documentary evidence that may be required when defending a claim. This includes, but may not be limited to, accident book entries, incident reports, Health & Safety training records, PPE records, risk assessments.

Damage to or loss of property

- Report any malicious damage, break-in or theft of property to the Police immediately. A crime number will be essential in making any claim on your policy.
- Where the premises have been compromised, make temporary repairs to mitigate any further losses.
- Phone the insurer's emergency line before taking further action as they will have access to companies able to assist with emergency repairs and replacements so that the impact on your business is minimised.
- Do not replace items or incur large repair bills without insurer authorisation.

Professional Indemnity, Directors & Officers and similar liability claims

- Be aware of '**CLAIMS MADE**' policies and the implications.
Many policies in this category are on a claims made basis which means that the policy that will respond is the one in place when you are first aware of the loss circumstance, not the policy in place at the time of the alleged wrongful act or error giving rise to the claim. Why is this important? If you fail to disclose the circumstances you know of to your insurer they may not provide indemnity if the circumstance develops into a formal claim later.
- As soon as you are aware of a potential claim against you, notify insurers and await their guidance before responding.
- Never enter into negotiations with third parties without first engaging with your insurers.

Important Information about your Insurance

The Insurance Act 2015

The Insurance Act 2015 (the Act) was effective from the 12th August 2016 and is intended to create a fairer contract between policyholder and insurer, by imposing new duties for all parties involved in the arrangement of your insurance policies, including you the policyholder.

The Act sets out the principles to be followed so that it can apply equally for small businesses right up to the largest corporations.

The Act replaces the longstanding “Duty of Disclosure” which required a policyholder to disclose risk information to insurers before entering into an insurance contract, with a “Duty of Fair Presentation”.

The new approach requires a policyholder to undertake a reasonable search of all information known to them and defines what a policyholder ought to know about their business.

Fair Presentation

This is defined as a presentation of a risk which meets the following criteria:

- Disclosure of every material circumstance which the policyholder knows or should know, or which provides the underwriter with sufficient information to allow an underwriter to make further enquiries to reveal those material circumstances
- Disclosure must be reasonably clear and accessible to the underwriter (it is not allowable to just dump lots of data, leaving the insurer to search through for the required risk information)
- That every material presentation is substantially correct and made in good faith

All information provided to the insurer at the time the contract is entered into, will form the basis of the risk presentation, when considering whether it was fair. This will therefore not only relate to the initial presentation, but any subsequent information provided, e.g. in response to additional questions by the underwriter.

Remedies for Non-Disclosure or Misrepresentation

The Act introduces a new approach in this area, providing proportionate remedies where fair presentation has been breached, and abolishing policy avoidance for a breach of the “Duty of Utmost Good Faith”.

- For deliberate or reckless breaches, the insurer may avoid the contract and refuse all claims made. They are also under no obligation to return any of the premiums paid.
- For non-deliberate or non-reckless breaches, the options are proportionate and should be based on what the underwriter would have done had they been in possession of the full facts at the inception of the contract.
- If the underwriter would not have accepted the risk under any terms, they may avoid the contract, refuse any claims made, but in this case they must return the premiums paid.
- If the underwriter would have accepted the risk, but on different terms, (other than relating to a different premium) then the policy is treated as having been accepted at those revised terms, even if the policyholder would never have accepted those terms.

Additionally, if the underwriter would have to charge an additional premium, then the insurer may reduce the amount to be paid for any claim in proportion to the ratio between the actual required premium, and the amount initially charged.

Where a fraudulent act has been committed by a policyholder in the submitting of a claim, the Act provides for the insurer to avoid the claim in full, even for parts of the claim which would have been genuinely payable.

Warranties

Prior to the act an insurer could avoid liability to pay a claim under a policy if there had been a breach of a warranty, even if that warranty were later complied with, or if it was completely unrelated to the cause of the loss.

Under the Act, all warranties will become “substantive conditions” which means that cover is only suspended for the period that the warranty is not being complied with. It means that insurers will therefore be responsible for any losses incurred after the breach of warranty has been remedied.

Also, if the compliance with the warranty would not have prevented the loss taking place, then the insurer cannot avoid liability for the claim.