

INSURANCE SUMMARY

FOR

**The British Kendo Association
P O BOX 23
Southampton
SO32 3WX**

Prepared by

**Lucas Fettes & Partners
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17th February 2010

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Introduction

It is essential to define our role as your insurance broker and to ensure that the service we provide is designed to meet your expectations and the organisational and administrative requirements of your business. A copy of our letter of engagement is enclosed, describing our commitment to you and setting out the principles we seek to uphold. Certain key areas can be summarised as follows:

Risk Identification and Control

To provide assistance, if required, in helping you address those aspects of risk exposure that affect your business. This might include assistance in identification, control and reduction of risk exposures and the arrangement of necessary insurances.

Regular Dialogue and Your Duty of Disclosure

It is extremely important to maintain a close working relationship to ensure that changes within your organisation and the insurance market are responded to effectively and efficiently. You are responsible for providing all necessary information to insurers when your insurances are arranged, throughout the period of insurance and when the insurances are renewed. A failure to disclose any material information may invalidate the cover and could mean part, or all, of a claim is not paid.

Policy Review

The enclosed register of insurance is designed as a working document, summarising the key elements of your insurance covers. It acts as a quick reference for you and is updated when changes occur. For details of the full policy terms, conditions and exclusions, reference should be made to the insurers' policy document, or to Lucas Fettes & Partners.

Notification and Negotiation of Claims

The purpose of insurance is to provide financial protection in the event of an insured loss. Any claim, or situation which may give rise to a claim, must be notified to us immediately. This applies particularly to third party personal injury claims, as your insurers must respond within 21 days. As your broker, we would expect to negotiate and ensure fair settlement of claims.

Key Personnel

The following key personnel, based at our London Office, manage your insurances: -

Jon Cockayne	Director	Direct Telephone Number 020 7413 2705 Mobile Telephone Number 07970 009200 E Mail – jon.cockayne@lucasfettes.co.uk
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Sophie Strangward	Account Handler	Direct Telephone Number 020 7413 2732 E Mail – sophie.strangward@lucasfettes.co.uk
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Client Information

Insured Client	The British Kendo Association
Subsidiary Companies	Not applicable
Postal Address	P O Box 23, Southampton, SO32 3WX
Business Description	Non-profit making organisation to foster and develop the practise and spirit of Kendo, Iaido, and Jodo along traditional lines.

Mission Statement

The British Kendo Association was founded in 1964 as a non-profit making organisation to foster and develop the practise and spirit of Kendo, Iaido, and Jodo along traditional lines, with the objectives of:

- Organising and regulating the Kendo movement on a national international basis;
- Helping to foster related martial arts;
- Promoting Kendoka students to higher dan grades;
- Representing the UK internationally.

The BKA is the only organisation in the UK which is recognised for Kendo, Iaido and Jodo by the Zen Nippon Kendo Renmei (the foremost body in Japan for these martial arts), the International Kendo Federation and Sport England. It is also the only organisation in the UK which is empowered to award dan gradings (black belts) in Kendo, Iaido and Jodo recognised by these bodies.

We have a long-established coaching system to ensure that our instructors have the opportunity to develop good teaching skills. Membership includes excellent insurance cover for both teacher and student.

The BKA prides itself on offering some of the most highly respected and experienced teachers of Kendo, Iaido and Jodo internationally, with several 6th and 7th Dans in all three disciplines.

Patron: His Excellency The Japanese Ambassador

President: John Howell, Kyoshi Nanadan

Vice President: K. Kikuchi, Kyoshi Nanadan

Chairman: Geoff Salmon

Vice Chairman: Gavin Threipland

Key Personnel	<ul style="list-style-type: none">• Malcolm Smalley
Telephone Number	<ul style="list-style-type: none">• Patrick Breheny– 07976 720497
Email	<ul style="list-style-type: none">• bka.membership@googlemail.com
Website	<ul style="list-style-type: none">• ukpatrick@aol.com• www.kendo.org.uk

Insurance Requirements and Recommendations

Business Information

Having had the opportunity to consider your activities and general background information, your insurance requirements can now be outlined along with some specific recommendations. A description of your business appears on the earlier page headed Client Information. Please check this is accurate. Factors, which have been taken into account in arranging these insurances, include the following: -

Business

- Founded in 1964
- Approximately 1700 members organising and promoting all aspects of Kendo, Iaido and Jodo in the United Kingdom.
- Maintenance of constitution, organisation of events seminars and grading and the endorsement of coaches.
- Clubs run by BKA certified coaches.

Management

Stage One/New Trainee

- New trainees required to complete a BKA Membership Form before receiving tuition
- BKA does not impose either an upper or lower age limit
- BKA has written Child Protection Policy
- Beginners taught “one to one” or on a group basis in non-combat situation for initial 6 weeks e.g. they are taught the legitimate “target areas” forehead, forearms, throat and trunk.

Stage Two

- Full armour introduced – basically traditional design and manufacture but using modern materials in part. The armour mainly protects the “target areas” but in addition protects the face, neck upper leg and groin.
- Coaching is in a group environment with full contact.

Competition

- Competitions are staged in suitable, often hired, venues i.e. with sprung wooden floors.
- Competitions are open to BKA members only and membership is checked prior to participation, as is the “shinai” weapon.
- Matches last between 3 and 5 minutes arranged either as a team or individual event.
- Three referees on court for each match with a “head” referee overseeing from a desk.

Housekeeping:

Not applicable

Health & Safety:

The British Kendo Association (BKA) recognises and accepts its responsibility, as a ‘martial arts association,’ for the provision of a safe and healthy training environment for all its members and has established a Safety Policy Statement. Refer website for full policy statement.

In addition the following Health & Safety Information is available for inspection on the website:

- Safety Management System – General
- Safety Management System – Guidance Notes
- Generic Risk Assessment

- Accident Recording
- Health & Safety procedure for training sessions & seminars

Customers & Suppliers:

Not applicable

Buildings & Construction:

Not applicable

Special Exposures & Neighbouring Occupations:

Not applicable

Heating

Not applicable

Fire Protection

Not applicable

Security.

Not applicable

Electrical Installation

Not applicable

Other Information

The following information is available on the BKA website:

- Guidelines for Opening and Registering BKA Clubs
- Coaching Development and programme for 2007
- Contact details

Claims Experience:

- Combined Liability & Group Personal Accident – one in past 5 years:
- 9th April 2006 – Ruptured Achilles - £50
- Executive & Professional Liability – 1 libel/slander claim in 2009

Estimates:

- Annual wage roll £0 (pre 2010 was payment to part time National Kendo – Japanese National resident in UK. Activities exclusively teaching and demonstration. Still consider at least contingent EL risk.
- Estimated annual turnover £95,000

2010

- 110 clubs

PA

- 1584 full members
- 116 temp members estimated figure - tbc (3 month duration)
- 250 instructors
- 110 affiliated dojo

EL

- £0 wages with effect from 2010

Insurance Requirements

Following a review in November / December 2006 The British Kendo Association appointed Lucas Fettes & Partners Ltd. (LFP) to arrange insurance cover to protect the Executive Committee and its members against their legal liabilities and accident and Injury that in broad terms includes cover for Executive & Professional Liability, Employers/Public/Professional Liability and Group Personal Accident

Insurance Recommendations

In order to meet these requirements LFP recommended and arranged the following policies:

Policy	Insurer
Combined Liability (Employers, Public & Professional Liability)	ACE European Group Ltd.
Executive and Professional Liability	Markel International Insurance Co. Ltd.
Group Personal Accident	Lloyd's of London

The following Insurance Summary shows in more detail the protection provided by the policies required and recommended above. Sufficient information has been given to provide an explanation of cover, with some of the special features and benefits shown, as well as significant exclusions and limitations. For more precise details of cover, please contact Lucas Fettes & Partners Ltd. or refer to the Policy documents.

Recommended Insurer

The Lucas Fettes Group place insurances with most major UK based insurers. We take positive steps to review the financial status of the insurers used and are ready to anticipate and react to changes in the insurance market.

We have no hesitation in recommending the insurers detailed above. Their service standards are good and they also satisfy our criteria for financial strength and claims handling.

Policy Type	Combined Liability
Insurer	ACE European Group Ltd.
Policy Number	UKCANC29462
Period	1 January 2010 to 31 December 2010
Insured	The British Kendo Association.
Business	Instructors/Members of The British Kendo Association
Principal Definitions	<p>Bodily Injury – (a) death illness and disease to any person and (b) mental injury, anguish or nervous shock sustained by any person as a result of actual or threat of bodily injury death illness or disease.</p> <p>Business – the business described in the schedule including:</p> <ul style="list-style-type: none"> ➤ In connection with such Business (a) the sale or supply of food and/or drink to Employees or others (b) the provision of fire first aid security and ambulance services and maintenance of Insured’s premises. ➤ The provision of sports social and welfare organisations primarily for employees ➤ Private work undertaken by any Employee for any director, partner or employee. <p>Costs and Expenses</p> <ul style="list-style-type: none"> ➤ Costs and expenses by any claimant ➤ Costs and expenses incurred with insurers written consent - the solicitor’s fees for representation at any coroner’s inquest or fatal inquiry or in any court of summary jurisdiction. ➤ Compensation on which the following persons attend court as a witness at insurers request (a) any director or partner £250 per day (b) any employee £100 per day <p>Employee – Any person, while working in connection with the business:</p> <ul style="list-style-type: none"> ➤ under a contract of service or apprenticeship ➤ hired or borrowed ➤ as a labour master or person supplied by him ➤ as a labour-only sub-contractor or supplied by him ➤ as a self employed person ➤ supplied under a contract or agreement that deems them an employee ➤ as a work experience student or trainee

Continued

Principal Definitions Cont.

Territorial Limits – Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and elsewhere in the world as detailed under the relevant Section.
Wrongful Acts – Breach of professional duty by reason of any negligent act, error, misstatement, misrepresentation or omission committed or attempted by the Insured or by any person **for whose actions the Insured is legally responsible.**

Section 1

Employers Liability

Cover

Insurers agree to provide indemnity for all sums which the Insured become legally liable to pay as damages in respect of Bodily Injury sustained by any Employee within the Territorial Limits arising out of and in the course of employment in the business.
Insurers will also pay Costs and Expenses in respect of any occurrence to which the Policy applies.
Territorial Limits extends to elsewhere in the world in respect of any Employee normally resident in the Territorial Limits whilst temporarily outside the Territorial Limits.

Limit of Indemnity

Any one claim or series of claims arising out of any one occurrence in respect of damages and Costs and Expenses.	£10,000,000
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Principal Exclusions

Insurers will not provide indemnity:
➤ for which compulsory insurance or security is required under any road traffic legislation in force within any member country of the European Union.
➤ to any Employee arising while Offshore
All as more fully detailed in policy.

Principal Extensions

Cover extends to include: -
➤ Indemnity to any principal with whom the Insured has entered into an agreement to the extent required by such agreement.
➤ Cross Liability Clause – one Insured to another Insured where more than one party comprises the Insured
➤ Legal Defence Costs – indemnity to any Employee director or partner against legal costs incurred with the prior approval of insurers in defence of criminal proceedings brought in breach of Health & Safety at Work Act legislation excluding **(a)** fines or penalties or **(b)** proceedings consequent upon any deliberate act or omission.
➤ Unsatisfied Court Judgments – judgments for damages obtained by any Employee in respect of Bodily Injury arising in the course of the Business against any company or individual operating from premises within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and remaining unsatisfied in whole or in part six months after the date of such judgment.
All as more fully detailed in policy.

Other Information

The Certificate of Employers’ Liability Insurance must be easily accessible to each member of staff

Section 2**Public and Products Liability – Claims Occurring Basis****Cover**

Insurers agree to provide indemnity for all sums which the Insured become legally liable to pay as damages in respect of accidental:

A. Bodily Injury
 B. Damage to material property
 C. Trespass Nuisance or Obstruction
 D. Personal and Advertising Injury

occurring within the Territorial Limits and arising in connection with the Business
 Insurers will also pay Costs and Expenses in respect of any occurrence to which the Policy applies.

Territorial Limits extends to elsewhere in the world in respect of

- *The activities (excluding manual work outside member countries of the European Union) in the course of the Business of directors, partners and/or Employees temporarily engaged outside the Territorial Limits*
- *Occurrences caused by Products supplied from the Territorial Limits.*

Limit of Indemnity

i) any one occurrence accident or series of occurrences arising directly or indirectly from one source or original cause	i) £5,000,000
<i>Unlimited in the Period of Insurance for Public Liability but in all in respect of Products Liability and Persona & Advertising Injury.</i>	

Excess

£750 each and every claim for third party property damage

Principal Exclusions

Indemnity will not apply to:

- Radioactive Contamination
- War Risks
- Contractual Liability caused by Products or Personal & Advertising
- Injury unless such liability would have attached in the absence of such contract or agreement.
- Bodily Injury to Employees
- Damage to property in care custody or control other than personal effects (including motor vehicles) of visitors, directors, partners and employees.
- Fines liquidated damages or under any penalty clause
- Instruction advice information or professional service rendered in return for a fee.
- Ownership possession control or use of aircraft, watercraft or mechanically propelled vehicle for which insurance or security is required under any road traffic legislation e.g. the Road Traffic Acts.

**Principal
Extensions**

Cover extends to include:

- Member to Member Liability – indemnity to any member of the Insured regardless of whether the third party claimant is also a member of the Insured.
- Indemnity to any principal with whom the Insured has entered into an agreement to the extent required by such agreement.
- Cross Liability Clause – one Insured to another Insured where more than one party comprises the Insured
- Damage to Leased or Rented Premises – provided liability is not assumed under any contract or agreement unless it would have attached in the absence of such contract or agreement.
- Damage or distress as a result of an offence under Section 13 of the Data Protection Act 1998 (excluding **a**) costs of rectifying or erasing Data **b**) arising from fraud or dishonesty **c**) agreement to store or process Data).
- Legal liability in respect of premises disposed of and incurred under Section 3 of the Defective Premises Act 1972. (excluding the cost of remedying any defect)
- Legal Defence Costs – indemnity to any Employee director or partner against legal costs incurred with the prior approval of insurers in defence of criminal proceedings brought in breach of Health & Safety at Work Act legislation or Part II of the Consumer Protection Act 1987 (excluding **a**) fines or penalties or **b**) proceedings consequent upon any deliberate act or omission)
- Motor Contingent Liability – legal liability arising from use in connection with the Business of any motor vehicle not the property of nor provided by the Insured (excluding **a**) loss or damage to vehicle **b**) driving by the Insured or unlicensed drivers)
- Personal Liability of any director partner or Employee whilst temporarily outside the Territorial Limits in connection with the Business.

Section 3

Professional Indemnity – Claims Made Basis

Cover

Insurers agree to provide indemnity for all sums which the Insured become legally liable to pay as damages as a result of a Wrongful Act committed within the Territorial Limits on or after the effective date (1st January 2006) and in connection with the Business, provided that the claim is first made and notified during the Period of Insurance.
Insurers will also pay Costs and Expenses in respect of any occurrence to which the Section applies.
Territorial Limits – anywhere in the world provided claims are brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Limit of Indemnity

In respect of all damages and Costs and Expenses for any one Period of Insurance.	£1,000,000
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Excess

£1,000 each and every claim

Principal Exclusions

- Indemnity will not apply to:
- Fraud or Dishonesty
 - Infringement of patent, copyright, trademark or design
 - Contractual Liability unless such liability would have attached in the absence of such contract or agreement

Principal Extensions

- Cover extends to include:
- Libel and Slander committed in good faith in connection with the Business

Policy Type Executive & Professional Liability - **Claims Made Basis**

Insurer Markel International Insurance Co. Ltd

Policy Number SC1919X040VR/125

Period 1 January 2010 to 31 December 2010

Retroactive Date 1 January 2004

Charity The British Kendo Association

Definitions

Assured - any natural person who was or is or may hereafter be

- a. a governor, director, council member, officer or trustee of the Charity or an Employee acting in a managerial or supervisory capacity in the Charity
- b. acting at the request, order or direction of the Charity as a governor, director, council member, officer or trustee of the Other Concern, or
- c. Shadow Director
(other than in any capacity as external auditor, liquidator, receiver, administrator or administrative receiver), or
- d. The lawful spouse of any person defined in (i) to (iii)
- e. The estates, heirs, legal representatives or assigns of any of the foregoing.

Wrongful Act (i) Executive Liability – any actual or alleged act committed or attempted by the Assured, or any matter claimed against the Assured solely by reason of him/her serving in that capacity. (ii) Professional Liability – any actual or alleged wrongful act or omission resulting in a civil liability

Claim – (i) any claim form, writ or summons or other application of any description whatsoever or counter claim issued against or served upon the Charity or Assured, or (ii) any communication or allegation communicated to the Charity or Assured which results in a Loss.

Loss means:

- (i) in respect of Executive Liability – (a) Costs and Expenses and (b) the Assured's legal liability for damages and costs awarded against the Assured
- (ii) in respect of Professional Liability – (a) the Charity's and/or Assured's legal liability for damages and costs awarded against the Charity and/or the Assured and (b) Costs and Expenses
- (iii) in respect of Documents – expenditure incurred by the Charity in replacement or restoration.

Costs and Expenses – all legal costs and expenses reasonable incurred by Underwriters or by the Charity or the Assured with Underwriters written consent.

Insuring Clause 1

Executive and Professional Liability

- a) **Executive Liability** – Underwriters will pay
 - i) on behalf of the Assured Loss arising from
 - a) any Claim or Claims made against the Assured during the Period of Insurance by reason of a Wrongful Act committed by the Assured in their capacity of governor, director, council member, officer or trustee of the Charity
 - b) Disqualification Proceedings
 - c) the attendance of the Assured at an Investigation by any official body or institution empowered to investigate the affairs of the Charity.
 - d) the attendance of the Assured at any Environmental Proceedings. except to the extent that such Loss is recoverable by the Assured from the Charity per ii) below
 - ii) on behalf of the Charity Loss arising from
 - a) Any Claim or Claims made against the Assured during the Period of Insurance by reason of a Wrongful Act committed by the Assured as detailed a) i) above but only if and to the extent that the Charity shall be required or permitted to indemnify the Assured pursuant to the law, or by reason of any indemnity clause in the Memorandum or Articles of Association, trust deed, constitution or charter of the Charity.
- b) **Professional Liability** – Underwriters will indemnify the Charity or the Assured against Loss arising from any Claim or Claims made during the Period of Insurance by reason of a Wrongful Act committed by (i) the Charity and/or the Assured, or (ii) any Employee, or (iii) any other person, firm or company directly appointed by and acting for and behalf of the Charity in or about the Conduct of the Professional Services
- c) **Documents** – Underwriters will indemnify the Charity against Loss During the Period of Insurance which arises from the physical destruction or damage, loss or mislaying of any Document which after diligent search cannot be found, in or about the conduct of the Professional Services

**Jurisdiction
Limit of
Indemnity**

United Kingdom
 Any one Loss and in all in the Period of Insurance inclusive £250,000 of and not exceeding:
 a) £100,000 attendance at any Environmental Proceedings
 b) £10,000 Loss of Documents.

Excess £250

Insuring Clause 2 **Employment Practices and Investigations** Not Included

Insuring Clause 3 **Fidelity** Not Included

**Principal
Exclusions**

Underwriters will not pay or provide indemnity against Loss for:

- fines, penalties or non-compensatory damages
- in respect of which the Charity or Assured are entitled to indemnity under any other insurance
- where (a) action for damages is brought in a court of law outside the Jurisdiction, and/or (b) Costs and Expenses arise outside the Jurisdiction and/or (c) action is brought in a court of law within the Jurisdiction to enforce a foreign judgment, whether by way of reciprocal agreement or otherwise.
- Radioactive Contamination or Explosive Nuclear Assemblies
- War Risks and Terrorism
- Employers liability other than emotional distress
- Dishonest and malicious acts
- Prior to the Retroactive Date
- Bodily Injury, other than emotional distress arising from libel, slander or defamation and/or loss, damage or destruction of property, other than Documents
- disputes between the Charity or the Assured and any finance or fund provider
- any Claim or Claims made by any third party for any breach of any professional duty owed to such third party
- any Wrongful Act which the Assured knew was a breach of duty or committed in reckless disregard of whether it was a breach of trust or breach of duty or not.
- Computer data recognition
- Management of own funds

Policy Type	Group Personal Accident Insurance
Insurer	Lloyd's Underwriters (Byrne & Stacey Underwriting Ltd.)
Policy Number	NGPA 50752/2007
Period	1 January 2010 to 31 December 2010
Assured	British Kendo Association for each individuals own rights and interests as per names held on file by Broker
Insured Persons	Category A All Members of the Assured each for their own individual rights and interests Category B All instructors of the Assured each for their own individual rights and interests
Age Limits	Category A Under 80 years at inception Category B Under 82 years at inception
Business	Martial Arts
Operative Time	Whilst playing, practicing and training under the auspices of the Assured, including direct travel to and from
Definitions in brief	<p>Bodily Injury – identifiable physical injury caused by an Accident which solely and independently of any other cause occasions the death or disablement of the Insured Person with 12 months from date of the Accident</p> <p>Accident – sudden, unexpected, unusual, specific event which occurs at an identifiable time and place.</p> <p>Loss of Limb – permanent loss by physical separation of a hand, foot and includes permanent total and irrecoverable loss of use of a hand, arm, foot or leg</p> <p>Permanent Total Loss Of Speech or Hearing – permanent total and irrecoverable loss of speech or hearing which lasts twelve consecutive months and is beyond any hope of improvement</p> <p>Permanent Total Disablement – disablement which entirely prevents the Insured Person from attending to any business or occupation of any and every kind which last twelve consecutive months and is beyond hope of improvement.</p> <p>Temporary Total Disablement – disablement which temporarily and totally prevents the Insured Person from attending to the duties of his usual business or occupation</p> <p>Temporary Partial Disablement - disablement which temporarily prevents the Insured Person from attending to the duties of his usual business or occupation</p> <p>Medical Practitioner – qualified and UK registered</p>

Cover

Underwriters will pay the Sum Insured as detailed in the Schedule of Benefits in the event of the Insured Person sustaining Bodily Injury.

Benefits Payable in Respect of Accident

	Sum Insured (Each Insured Person)
1. Death (Refer Conditions)	£15,000
2. Permanent Total Loss of Sight of One Eye	£12,500
3. Permanent Total Loss of Sight of Both Eyes	£50,000
4. Loss of One or More Limb(s)	£50,000
5. Permanent Total Loss of Speech	£50,000
6. Permanent Total Loss of Hearing	
a) In One Ear	a) £12,500
b) In Both Eras	b) £50,000
7. Permanent Total Disablement (other than in benefits 1 to 6)	£50,000
8. Temporary Total Disablement (Refer Conditions)	£50 per week (up to 26 weeks)
• Not exceeding 65% of Gross Weekly Wage	
• Excluding the First 7 days each and every claim	
9. Temporary Partial Disablement	Not Covered
10. Quadriplegia	50% of Item 7
11. Triplegia	37.5% of Item 7
12. Paraplegia	25% of Item 7

Additional Benefits

- Medical Expenses:
 - 20% of the Sum Insured up to a maximum of £10,000
 - Up to 80% of any reasonable expense incurred from a Medical Practitioner or 75% for physiotherapy as a direct result of Bodily Injury up to £500 each Insured Person during the Period of Insurance. Excluding the first £50 each and every claim. Payable if not covered by NHS and for the difference between any private health insurance rebate and actual cost.
- Funeral Expenses up to £2,500 in the event of the death by accident of an Insured Person.
- Personal Effects up to £150 in the event of Bodily Injury to an Insured Person which is the subject of a valid claim resulting in loss or damage to clothing and/or personal effects.
- Additional Schedule of Benefits payable in the event of the Insured Person sustaining Accidental Bodily injury.
- Subject to all rules and regulations governing Iaido being adhered to at all times, this Insurance includes Insured Persons participating in Iaido which involves the use of “real live” swords.

Principal Exclusions In brief

Insurance does not cover death, disablement or loss:

- Whilst Insured Person is engaged in
 - Military, air force or naval service operations (other than as reserve or volunteer)
 - Aeronautics or aviation other than as a passenger
 - Mountaineering or rock climbing involving ropes and/or guides
 - Riding or driving in any kind of race
- Caused or contributed to by intentional self injury, disease or natural cause, suicide or attempted suicide, provoked assault or fighting

except in bona fide self-defence or from the Insured Person's own criminal act or whilst engaged or taking part in civil commotions or riots.

- Attributable to war risks terrorist activity and the like
- Occasioned by or occurring while the Insured Person is in a state of insanity temporary or otherwise

**Principal Exclusions
In brief
Cont.**

- Arising out of any condition caused by, prolonged by, or aggravated by any psychiatric, mental or nervous disorder of the Insured Person, including anxiety and/or depression.
- Arising out of radioactive contamination
- Arising from or aggravated by any disability or condition of a recurring or chronic nature for which medical advice or treatment has been given.

Principal Conditions

- Medical Practitioner means a duly qualified and UK registered Medical Practitioner
- Condition no. 6 is deleted & replaced with; the benefit provided by Item No. 8 of the Certificate of insurance Schedule of Benefits shall be the Sum Insured or 65% of the Insured Person's gross Average Weekly Wage during the twelve months immediately prior to the Accident giving rise to the claim, whichever is less.
- Cover in place whilst playing, practicing and training under the auspices of the insured, including direct travel to and from.
- Permanent Total Disablement means disablement which entirely prevents an Insured Person from attending to any business or occupation of any and every kind which lasts 12 months and at expiry of that period is beyond hope of improvement.
- Benefit 1 Sum Insured limited to £2,000 in respect of Insured Persons under 16 or in full time education
- Benefit 8 is not applicable to:
 - Persons under 16 or in full time education
 - Insured Persons not in regular gainful employment
 - Insured Persons age 66 and over.

Maximum Sums Insured as follows

In each case the final amount will be the sum insured or that detailed opposite, whichever is the lesser

Item 1	5 x Annual Salary
Item 2-5, 6b & 7	5 x Annual Salary
Item 6a	1.25 x Annual Salary
Item 8	100% of gross weekly wage
Item 9	n/a

Insurers Registered Office Details

ACE European Group Limited

100 Leadenhall Street
London
EC3A 3BP

Registered in England.

Markel International Insurance Company Limited

The Markel Building
49 Leadenhall Street
London
EC3A 2EA

Registered in England.

Lloyd's

One Lime Street
London
EC3M 7HA

Registered in England.

Law Applicable to Contract

You are free to choose the law applicable to this Policy. Your Policy will be governed by the law of England and Wales unless You and Insurers have agreed otherwise.

LUCAS FETTES & PARTNERS LIMITED

TERMS OF BUSINESS

These Terms of Business describe our commitment to you as our client and your obligations in arranging insurance through us. By transacting insurance through us you confirm acceptance to these terms.

Our Company

Lucas Fettes & Partners Ltd, whose principal office is at 22 Rathbone Street, London, W1T 1LA (Telephone 020 7413 0999) is authorised & regulated by the Financial Services Authority (FSA). This along with our address and permitted activities can be checked through the FSA website at www.fsa.gov.uk/register or by contacting FSA on 0845 606 1234.

Our Service

We offer independent insurance advice on the basis of a fair analysis of the market. On occasions we may utilise facilities we have organised with an insurer subject to these meeting our overall requirements for insurer and product selection. A list of the insurers and types of business that we deal with on this basis is available on request.

Our service includes advising on your insurance needs, arranging insurance cover with insurers to meet your requirements and helping you with any ongoing changes required. We will advise and make recommendations for you after we have assessed your need for insurance contracts.

Instructions

We prefer our clients to give us instructions in writing to avoid possible disputes. We may at our discretion accept verbal instructions, provided they are subsequently confirmed in writing.

Your Duty of Disclosure

It is your responsibility to provide complete and accurate information to insurers when you take out your insurance policy, throughout the life of your policy, and when you renew your insurance. It is important that you ensure that all statements you make on proposal forms, claim forms and other documents are full and accurate.

Failure to disclose material information to your insurers could invalidate your insurance cover and mean that part of or all of a claim may not be paid.

Confirmation of Cover

We will provide you with written confirmation that cover has been put in force, the terms of this and the Insurers involved. You agree to review all information upon receipt and advise us immediately if the details of cover or the participating Insurers do not meet with your approval.

Payment Terms

We will be responsible for issuing invoices for all new and renewal premiums and mid term alterations as soon as practicable after inception or renewal. We will remit premiums to Insurers in accordance with the agreed terms of trade. You will be responsible for paying promptly all of our invoices for premiums, duties, fees and tax to enable us to make the necessary payments to Insurers.

We have no obligation to fund any premiums, duties, fees and taxes on your behalf and have no responsibility for any loss, which you and/or the insured may suffer as a result of Insurers cancelling the policy or taking any other prejudicial steps as a result of the late payment.

Monies paid to us in respect of insurance premiums will be banked to a segregated client account established under a non-statutory trust in accordance with FSA rules. In certain cases we will hold money in such a trust account as agent of the insurer to whom the premium is due. Whilst it is not generally our policy to do so a non-statutory trust account allows us to advance the payment of premiums for clients before we have received cleared payment from them. It is not our policy to advance premiums on this basis and our client accounts are reconciled daily and balanced every 25-business days.

We will receive interest on premiums held in our client account pending payment to the insurer. It is not our policy to pass on interest received on monies held in our client account.

Where we are arranging your insurance through another insurance broker, we will ensure they are authorised by the FSA and may transfer your money onto them for payment of premium to the insurer.

Costs and Remuneration

We will provide details of the premium costs of each of the insurances offered and will not impose any fees or charges in addition to the premium required by the Insurer without first disclosing the amount and purpose of the charge or fee.

Claims

It is essential that claims, or circumstances which could give rise to a claim, are notified immediately. Such notification should include all material facts regarding the claim and the policy wordings will describe in detail the procedures and conditions attaching to the making of a claim.

Where agreed we will provide a claims handling service for as long as you remain a customer of ours. We reserve the right to charge a reasonable fee for our services if you cease to be a customer or in our opinion the claim is complex, requiring additional resources or experts, or takes longer than one year to achieve a satisfactory settlement.

Renewal

Where we have arranged insurance for you we will ensure you are notified of the renewal or expiry of your policy in time to allow you to arrange any continuing cover you may need.

Record Keeping & Documentation

We will maintain records of insurance that we arrange on your behalf. We will provide you with all insurance and legal documents to which you are entitled.

The Data Protection Act

We will treat any personal (or other) information received from you, about you or the insured, with the utmost respect and, where appropriate in accordance with data protection legislation. Information provided by you, or, which is obtained from other sources in the course of our dealings with you, may be used by us to facilitate the provision of the services applied for or requested. From time to time we may disclose your personal (or other) information to other companies within the Lucas Fettes Group and we, or they, may use that information to advise you of services which may be of interest to you.

Termination

Our services may be terminated for any reason either by you or us giving one month's notice in writing to the other.

In the event that our services are terminated by you other than at the expiry of the relevant policy period or at renewal, we will be entitled to retain any and all fees or brokerage payable. This includes any sum due in respect of any outstanding instalment(s) of premium or in respect of any premium payable for any subsequent annual period forming part of an insurance agreed for a period in excess of one year, in relation to the relevant policy / policies placed by us prior to the date of termination.

Complaints

If you wish to register a complaint please contact us in writing addressed to the Compliance Officer, Lucas Fettes & Partners, 1 St James Court, Whitefriars, Norwich, NR3 1RU or by phone 01603 252100. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

The Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme and 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 & arranging is covered 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. For compulsory classes of insurance, insurance advising & arranging is covered for 100% of the claim without any upper limit. Further information about compensation scheme arrangements is available from the FSCS at www.fscs.org.uk