

Our Ref: LC/  
14th May 2009

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Sale, Manchester M33 2DH  
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Mr E Hawkins  
Irish Kite Surfing Association  
11 Rathcillan Wood  
Newcastle  
Northern Ireland  
BT33 0UG

by email and post  
wildroverkitesurfing@googlemail.com

Dear Eddie

### **Association Insurance**

Further to my letter of the 11<sup>th</sup> May 2009, I can now formally confirm the quotation we have received from Norwich Union Insurance.

Premiums:                   £   20.60 including 3% tax per member  
  
  £2,060.00 including 3% tax for events

Insurers have advised that they require a minimum and deposit premium equivalent to 200 members which is also what you have suggested will be the member numbers by the end of 2009. This means insurers require a Minimum & Deposit premium of £6,181 which is made up of £4,120 for 200 members an additional £2,060 for the IKSA events and £1 stamp duty. As this is a minimum and deposit premium insurers will not provide a refund of premium should the member numbers not hit 200, however should the member numbers exceed this figure they will require an additional £20.60 for each member over and above 200.

All premiums and policy documentation will be in £ Sterling and we will require the premium to be paid in £ Sterling.

As cover for each individual member will run for 12 months from the date of joining or renewing their IKSA membership insurers require a member declaration at the end of the policy period showing the names and joining or renewal date of each member.

Cover period:               12 months at date to be agreed

It is also noted that cover for each insured person will commence from the date specified in the annual member declaration and run for a period of 12 months from that date.

Insured:                      Irish Kite Surfing Association its members, committee members and officials

Business:                    As per the enclosed copy risk presentation



Limits of indemnity: Public Liability £ 5,000,000  
Employers Liability £ **not insured**  
Professional Indemnity £ **not insured**  
Directors & Officers Liability £ **not insured**

Excess: £ nil each & every claim

Territorial Limits: Cover outside the defined territories is restricted to 30 consecutive days only

We understand that the association do not have any employees whether temporary or otherwise therefore cover does not include Employers Liability insurance or the local equivalent.

Regarding Professional Indemnity and Directors & Officers Liability, insurers are unable to offer these covers in Eire therefore they have not been included in our quotation. I am currently attempting to secure a Directors & Officers Liability quotation and I will revert regarding this in due course. It is my understanding that all instructors carry their own insurance cover.

We understand that there are no overseas events organised, please advise should this not be the case.

Personal Accident Benefits:

Death	£20,000
Total and permanent loss of sight in one or both eyes and/or total and permanent loss of hearing in one or both ears	£20,000
Loss of one or more limbs	£20,000
Any other total and permanent disablement which lasts without interruption for more than 12 months from the date of the accident and prevents the insured person from pursuing any activity	£20,000

The benefits reduce to £5,000 for persons under 16 years of age.

Age limit: Age 65 or under in respect of the personal accident cover

I enclose a copy of our standard terms and condition of business which I recommend you read carefully.

Kind regards

Yours sincerely

  
**Lee Caraher**  
**Director**

Email: [lcaraher@reynoldsinsure.com](mailto:lcaraher@reynoldsinsure.com)



## TERMS OF BUSINESS

In this document we outline our commitments and obligations to you and detail the quality of the service that you can expect from The John Reynolds Group Limited. We also provide details of what we require from you to ensure that the insurance cover we arrange on your behalf is appropriate for your requirements.

**We are authorised by the Financial Services Authority (FSA) to handle non investment Insurance Contracts under reference number 310986 and this can be verified by visiting the FSA's website ([fsa.gov.uk/register](http://fsa.gov.uk/register)) or by contacting the FSA on 0845 606 1234.**

## OUR SERVICE

We are independent Insurance Brokers and we sell and advise on a wide range of both personal and commercial insurance products and provide advice or information on the basis of a fair analysis of the market from a wide range of insurers. We will provide you with advice on your insurance requirements; we will arrange cover with suitable insurers and may issue insurance policies on your behalf. On being made aware of changes to your requirements we will ensure that the cover we arrange reflects the changes.

We will seek to ensure that you are complying with the terms of any insurance policies issued to you by maintaining regular contact with you and may enter into a formal Agreement with you detailing such aspects as the frequency of meetings and the seniority of staff assigned to your policy.

We will provide you with full details of the insurance you have purchased, supplying all policy documentation and confirmation of the premium that you have paid.

We will assist you with any claims that arise on the insurance policies that we have arranged. We will ensure that insurers are notified promptly and in accordance with their requirements of any incident which may give rise to a claim. We will assess any claims promptly and will advise you of any information or documentation which is likely to be required by your insurers. We will advise you immediately we become aware that a claim may be restricted or rejected and will forward any claim payments received from insurers without delay provided that the premium has been paid to us in full.

With retail customers we will give enough information and help so you can make an informed decision before you make a final commitment to buy your insurance policy. However you will have 14 days to change your mind and cancel the insurance contract from the day the contract is concluded.

## YOUR OBLIGATIONS

We rely on you to provide complete and accurate information when purchasing any insurance or related products through us. All material information should be disclosed and this is not limited to answering any questions which may be asked. This responsibility extends throughout the duration of your policy and upon renewal. Failure to disclose relevant information or any inaccuracies in the information provided could lead to your insurance policy being invalid or to cover being restricted and any claims may not be paid. If you are in any doubt as to whether information is material, you should disclose it.

You must ensure that all statements that you make on proposal forms, claim forms and other documents are full and accurate. This responsibility extends to any documents which are completed on your behalf by us or any other party.

You should read through all policy terms, conditions and warranties shown on your policy documentation and advise us immediately of any aspects which you do not understand, or of any policy requirements with which you feel you may not be able to comply.

Ver: 01/12/2006



## **PREMIUMS**

We will hold premiums received from you in a designated bank account on which we may earn interest and by accepting these Terms of Business you give your consent for us to retain such interest.

We are the Agent of Insurers for the purpose of collection of certain premiums and we will remit such premiums to Insurers in line with our agreements with them.

In arranging your insurances we may employ the services of other intermediaries who are regulated by the FSA and your premium may be passed to these intermediaries for payment to Insurers.

To ensure continuity of cover you should pay all premiums in accordance with our invoiced terms.

You may be able to spread your payments through insurers' instalment schemes or through a credit scheme with a third party finance provider. We will provide you with details of all options when we discuss your insurance requirements with you.

The premium that we collect from you will be segregated into and held in a Client Money Bank Account on which we may earn interest. The client money will be held by us as trustee on your behalf. The Client Money Bank Account is set up as a non statutory trust governed by FSA rules. We may agree to extend credit to other customers using client money from the Client Money Bank Account. We shall have in place, and maintain, systems and controls adequate to ensure that we are able to monitor and manage client money transactions and any credit risk arising from the operation of the trust arrangement. If we become insolvent, the terms of the trust dictate that customers will have a prior claim on the money in the Account according to their respective interests in the client money. The costs relating to the distribution of client money may have to be borne by the trust.

## **OUR REMUNERATION**

We are committed to transparency in our relationship with you and will seek to achieve a fair level of remuneration, commensurate to the work we undertake on your behalf. In most circumstances we are paid a proportion of the insurance premium by your insurers. This is commonly known as brokerage (or commission). Details will be provided upon request. From time to time we may agree a fixed fee with you instead of brokerage, or a combination of both.

In the event of termination of a policy we may be required to repay to the insurer a proportion of any brokerage earned and this will be deducted from any amount returned to you.

We may, at our discretion, make charges for mid-term changes or cancellation but such charges will always be advised to you in advance.

## **QUOTATIONS**

All quotations provided by The John Reynolds Group Limited are subject to provision of a fully completed proposal form where required and to acceptance by insurers.

## **CONFIDENTIALITY**

Information that we receive from you will be treated as confidential and will only be disclosed to insurers and other third parties for the purpose of providing you with insurance cover or related services.

Under the Data Protection Act 1998 private clients have the right to see personal information about them that we hold in our records. Please write to us if you wish to exercise this right.

To aid the prevention of fraudulent claims, insurers share information via the Claims and Underwriting Exchange Register and via the Motor Insurance Anti-fraud and Theft Register. Motor insurers are also legally required to provide and maintain details of policies issued via the Motor Insurance Database to which the police and others have access. Information supplied by you when purchasing such policies or when making claims will be distributed accordingly.

Unless you instruct us otherwise, we may use information held about you to provide you with information relating to other products and services which we feel may be of interest to you.

## COMPLAINTS PROCEDURE

We care about the service that we provide and set ourselves high standards.

Our aim is to provide an exceptional service to all our customers irrespective of size but realise that problems may arise and there may be occasions when you feel that we have not met your expectations and you are dissatisfied.

If this should happen please let us know so that we can try to resolve the problem to your satisfaction.

**Contact the member of our staff who deals with your policy.**

*Please explain clearly & concisely the reason for the complaint.*

*We expect that the majority of complaints will be quickly and satisfactorily resolved at this stage.*

Our promise to you:

- \* Investigate quickly & thoroughly
- \* Acknowledge written complaints within 2 working days of receipt
- \* Keep you informed of progress and time scales for resolution
- \* Do everything possible to resolve your complaint
- \* If we find that your complaint is valid, we will agree with you a mutually acceptable form of redress
- \* Use information from complaints to improve our service

**Where your usual contact at our office is unable to assist you will be transferred to the Director responsible for the particular Division.**

If your complaint is against a party other than ourselves we will direct you to the appropriate party.

**IF YOU REMAIN DISSATISFIED PLEASE CONTACT OUR MANAGING DIRECTOR WHO WILL PERSONALLY REVIEW YOUR CASE AT THE EARLIEST POSSIBLE OPPORTUNITY.**

HOWEVER IF THE MATTER IS NOT RESOLVED AFTER OUR INTERNAL COMPLAINT PROCEDURE HAS BEEN EXHAUSTED, THEN AS WE ARE AUTHORISED AND REGULATED BY THE FINANCIAL SERVICES AUTHORITY (FSA) **ELIGIBLE COMPLAINANTS** (private individuals and businesses with a turnover of less than £1M) MAY WISH TO SEEK REFERRAL TO THEM:

**Financial Ombudsman Service  
South Quays Plaza  
183 Marsh Wall, London E14 9SR**

**Tel: 020 7964 1000  
Fax: 020 7964 1001  
email: [complaint.info@financial-ombudsman.org](mailto:complaint.info@financial-ombudsman.org)**

We are covered by the Financial Services Compensation Scheme (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 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 and arranging is covered for 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS on 0207 892 7300 or by visiting [www.fscs.org.uk](http://www.fscs.org.uk).

**WITH COMMERCIAL CUSTOMERS WE WILL ADVISE YOU OF THE FURTHER FACILITIES AVAILABLE TO YOU.**

**BY MAKING A COMPLAINT, YOU DO NOT PREJUDICE YOUR RIGHTS TO ANY LEGAL PROCEEDINGS.**

*Please note that the Terms of Business are subject to English Law*

Ver: 01/12/2006

