



Full policy details inside

"Coach Safe" with BASC
Encourage a friend to join on-line today

(Trading as) BSCA Ltd., PO Box 13816, Bromsgrove, Worcs., B60 9DQ
Tel: 01527 871626; fax: 01527 871603; e-mail: info@britishsportscoaches.co.uk

www.britishsportscoaches.co.uk

Legal Insurance Management Ltd



FAMILY PROFESSIONAL FEES POLICY SUMMARY

Some important facts about the Professional Fees policy are summarised below. This summary does not describe all of the terms and conditions of the policy, so please take time to read the policy document to make sure that you understand the cover that it provides. All references below to the cover provided are contained within the full policy wording. Please note that a full policy wording is available for your inspection upon request.

NAME OF INSURER

The policy is underwritten by Fortis Insurance Limited, Registered in England No.354568. Registered Office: Fortis House, Tollgate, Eastleigh, Hampshire, SO53 3YA. The company is authorised and regulated by the Financial Services Authority.

NAME OF COVERHOLDER

The policy is administered on behalf of the insurers by Legal Insurance Management Ltd, 18 Hagley Road, Stourbridge, West Midlands. DY8 1PS.

TYPE OF INSURANCE

The policy is designed to cover the cost of professional fees charged by a claims handler, solicitor or accountant following a specific occurrence, provided that cover for that occurrence is detailed within the policy wording and is not specifically excluded within the policy schedule issued.

SIGNIFICANT FEATURES AND BENEFITS

The policy includes the following features (unless specifically excluded by the policy schedule issued), which are fully explained in detail in the policy wording. The limit of indemnity provided will be shown on the policy schedule issued.

Section of Cover	Cover Provided	Specific Section Exclusions (Please note that this only shows the significant exclusions and reference should be made to the policy wording for a definitive list)
Criminal Prosecution	<p>Professional Fees incurred in the defence of criminal court Legal Proceedings brought against an Insured Person as a result of any act or omission or alleged act or omission related to their activities as a sports coach.</p> <p>Police Station Representation and Magistrate Court Professional Fees incurred in representing an Insured Person at a Police Station where they are being interviewed under caution in relation to an alleged criminal act.</p> <p>Professional Fees incurred in representing an Insured Person at a Magistrates Court.</p> <p>Crown Court A sum equal to any assessed income based contribution payable by the Insured Person towards Professional Fees incurred under the Crown Court Means Testing scheme.</p>	<p>The defence of any offence of violence, or deliberate and wilful criminal acts or omissions.</p> <p>Police Station Representation and Magistrate Court The Insurer will not indemnify the Insured Person in respect of:</p> <ol style="list-style-type: none"> any matter where the Appointed Representative assesses that reasonable prospects of success do not exist. any offence relating to a motor bike / vehicle. <p>Crown Court</p> <ol style="list-style-type: none"> Professional Fees required to be paid by an Insured Person in excess of the pre conviction assessed income based contribution under the Crown Court Means Testing scheme following conviction. Any matter where the Appointed Representative assesses that reasonable prospects of success do not exist. Assessed income based contributions payable by the Insured Person towards Professional Fees incurred under the Crown Court Means Testing scheme which exceed the Limit of Indemnity. Any Professional Fees where the Insured Person fails to: <ol style="list-style-type: none"> apply for a Representation Order under the Crown Court Means Testing scheme. fails to submit any required information under the Crown Court Means Testing scheme.

		<p>c) fails to comply with the terms of the Representation Order.</p> <p>d) use a representative that can act under the terms of a Representation Order under the Crown Court Means Testing scheme.</p> <p>5. The defence of any action, enforcement, or recovery of sums payable against an Insured Person under the terms of or for a breach of the terms and conditions of a Representation Order under the Crown Court Means Testing scheme.</p> <p>6. Any offence relating to a motor bike / vehicle.</p>
Independent Safeguarding Authority Vetting and Barring Representation	Professional Fees incurred in preparing written submissions in response to specific legislation following the Independent Safeguarding Authority's initial minded to bar decision and as necessary to appeal that decision subject to the criteria allowed for that appeal.	Professional Fees in excess of £2500. Any matter where the Appointed Representative assesses that reasonable prospects of success do not exist.
Employment Disputes	Disputes between an Insured Person and their employer in respect of the Insured Persons employment related to their activities as a sports coach.	We do not cover disputes arising within the first 90 days of the first Period of Insurance.
Taxation	Professional Fees resulting from an in-depth Inland Revenue investigation of an Insured Person's tax affairs. (Including the tax affairs of any service company utilised for the purposes of supplying sports coaching services only by the Insured Person).	We do not cover investigations that had already commenced or you knew would commence before our cover started, investigations involving the Special Compliance Office, or false or misleading statements to HM Revenue & Customs.

SIGNIFICANT AND UNUSUAL EXCLUSIONS OR LIMITATIONS

The policy will exclude claims where the incident falls outside of the scope of cover provided by the policy wording or where this is subject to a specific exclusion or limitation. Please refer to the policy wording for full details. The most significant or unusual exclusions or limitations are outlined below.

- If you can convince us that there are sensible prospects of being successful in your claim and that it is reasonable for Professional Fees to be paid we will take over the claim on your behalf appoint a specialist of our choice to act on your behalf.
- We may limit the Professional Fees that we will pay under the policy where we consider it is unlikely a reasonable settlement of the claim will be obtained, the potential settlement amount of the claim is disproportionate compared with the time and expense incurred in pursuing or defending the claim or where there are insufficient prospects of obtaining recovery of any sums claimed.
- Where it may cost us more to handle a claim than the amount in dispute we may at our option pay to you the amount in dispute which will then constitute the end of the claim under the policy.
- If Legal Proceedings have been agreed by us you may at that stage decide to nominate and use your own solicitor or indeed, you may wish to continue to use our own specialists. If you decide to nominate your own Professional we must agree this in advance and you will be responsible for any Professional Fees in excess of those which our own specialists would normally charge us (Details are available upon request).
- At conclusion of the claim if you are awarded any costs (not your damages), these must be paid to us.
- Please note that if you should engage the services of a Professional prior to making contact with us any costs that you incur are not covered by this Insurance.
- This is a policy where you must notify us during the period of insurance and within 30 days of any circumstances which may give rise to any claim under the policy. Failure to do so could mean that we decline to pay a claim for your professional fees.
- The jurisdiction and territorial limits of the policy is The United Kingdom.
- In the event that you make a claim under this policy which you subsequently discontinue due to your own disinclination to proceed, any legal costs incurred to date will become your own responsibility and will be required to be repaid to the insurer.

DURATION OF THE CONTRACT

The cover provided by the policy is normally for a twelve month period **however cover will only be in guaranteed where your subscriptions with the BASC are up to date, paid in full and relevant to the period of any claim.**

Where this is altered, it will be clearly shown within the quotation provided and policy schedule subsequently issued.

CANCELLATION

We hope you are happy with the cover provided by your policy. However you have the right to cancel the policy within 14 days of receiving the policy. If you chose to cancel, we will refund your premium after first (at our discretion) charging for the cover provided from the date of commencement of the contract until the date of cancellation and any helpline costs incurred.

CLAIMS ADDRESS

The person insured by the policy should report immediately (and in accordance with the policy terms and conditions during the period of insurance and no later than 30 days after the occurrence) any incident which may give rise to a claim under the policy. Failure to do so could mean that we decline to pay a claim under the policy. The telephone number for the reporting of a claim is contained within the policy schedule. A claim form will be dispatched

for completion by the insured person and return to the address shown below. If you wish to make a claim in writing, this must be made in person by the Insured Person seeking cover under the policy issued.

Please note that we will not enter into dialogue or correspond with anyone other than the Insured Person or the Insured Person's personal representatives (following death or serious incapacity) in relation to the notification and subsequent handling of a claim.

Claims Department
Legal Insurance Management Ltd
18 Hagley Road
Stourbridge
West Midlands
DY8 1PS

COMPLAINTS PROCEDURE

We hope you will be pleased with the service we provide. However, if you have a complaint about our service or about a claim you should in the first instance write to the Agent who arranged this Insurance on your behalf.

If the matter remains unresolved you should write to the Managing Director of Legal Insurance Management Ltd at the above address.

If the matter still remains unresolved thereafter you can then write to the Insurers whose details are shown within the policy schedule.

If you are still not happy with the response you have received, you have the right to ask the Financial Ombudsman to review your case.

COMPENSATION SCHEME

Fortis Insurance Ltd is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if it cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk



Support when you need it ~ Support where you need it

Sports Coaches in Great Britain operate in all spheres of society and at all levels of sport. In one-to-one situations, within Clubs, schools & other educational establishments, National & Regional Governing Bodies on representative teams & training squads.

Sometimes voluntary, sometimes professional, we represent them all.

Sometimes they are the sole professional in their programme, sometimes part of a larger team.

Some are voluntary, some employed, some self employed & some a combination of all three!

Regardless of which of the above they are, life as a coach can be rewarding yet isolating, euphoric yet lonely, challenging & demanding, but also soul destroying.

For all the above reasons we feel it important to provide a proven standard of support for coaches, regardless of the sport or sports they are involved in & regardless of the levels they operate at.

In today's society the paying public expect professional standards from coaches, regardless of whether they themselves are paid or not.

For this reason the concept of BASC is to provide:

~ Support to stop a problem occurring ~ Support when a problem occurs ~

~ Support to keep you up with the opposition ~

Support to give you the assistance you require, in the way you require it

Only BASC provides such comprehensive membership benefits.

Why not join at www.britishsportscoaches.co.uk & become part of the British Sports Coaching Family?

Coaches Supporting Coaches Supporting Coaching

British Association of Sports Coaches, PO Box 13816, Bromsgrove, Worcs., B60 9DQ;

e-mail: info@britishsportscoaches.co.uk; Tel: 01527 871626; Fax: 01527 871603;

www.britishsportscoaches.co.uk