

SPORTSCOVER™



POLICY WORDING

30 SEPTEMBER 2015



SPORTS ACCIDENT For Groups

The company's Head Office and registered address is:
Sportscover Europe Limited
First Floor, 75 / 77 Cornhill, London EC3V 3QQ
Registered in England and Wales No. 3726678
Authorised and regulated by the Financial Conduct Authority
Registration Number 308 372

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Welcome to Sportscover

Sportscover is one of the world's leading sports insurance underwriters, with an accredited broker network stretching across the globe and dealing in accident, liability, property and contingency insurances for sport.

Led by Peter Nash, Chairman, Sportscover was established initially, in Australia in 1986, when a small group of active sports people in the insurance industry became frustrated by the lack of quality insurance for active sporting participants including players, administrators, Coaches and Officials.

Sportscover has been trading in Europe since 1999 and has developed into a world renowned specialist that boasts more than a million clients spanning a diverse range of sporting activities.

Our services include risk management, marketing support, information and educational services as well as exceptional customer service and an unrivalled knowledge and expertise in sports and leisure insurance.

UK Sport

Established by Royal Charter in 1997, UK Sport is the nation's high-performance sports agency. Its mission is to work in partnership to lead sport in the UK to world class success. Primarily this means working with our partner sporting organisations to deliver medals at the Olympic and Paralympic Games.

UK Sport's strategic direction helped British sports and athletes deliver 65 Olympic and 120 Paralympic medals at London 2012. UK Sport also has responsibility for activities best delivered at a UK level, such as: bidding for and staging major sporting events in this country; increasing sporting activity and influence overseas; and promoting sporting conduct, ethics and diversity in society. UK Sport is funded by a mix of Government Exchequer and Lottery income.

Sportscover became a partner of UK Sport in 2013. We look forward to assisting UK Sport and its beneficiaries with the continued delivery of excellence across the sporting landscape. More information can be found at www.sportscover.com/uksport

RoSPA

As a registered charity, the Royal Society for the Prevention of Accidents (RoSPA) have been at the heart of accident prevention in the UK and around the world for almost 100 years.

More than 14,000 people die as a result of accidents across the UK each year and there are millions of other injuries. Accidents cause loss and suffering to the victims and their loved ones, employers and UK society as a whole. RoSPA promote safety and the prevention of accidents at work, at leisure, on the road, in the home and through safety education.

To assist in their mission to improve safety in the sport and leisure sectors, Sportscover work in partnership with RoSPA and as a Sportscover policyholder you automatically receive access to a range of benefits, details of which can be found at www.sportscover.com/rospa

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SPORTSCOVER

ROSPA
Partner

INSURING SPORT SINCE 1986
Insurance partner of UK Sport and RoSPA

Lloyd's Insurance

Effected through Sportscover Europe Limited

In this contract of insurance, Our syndicate numbers are noted in the Policy Schedule. We bind ourselves severally and not jointly, that is, in the event of a loss, each of Us and Our Executors and Administrators) is liable only for Our share of Our syndicate's proportion of the risk.

You or Your representative can obtain the name of each of Us and Our respective shares by applying to: Market Services, Lloyd's, One Lime Street, London EC3M 7HA.

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

Our Firm Reference Numbers and other details can be found on the Financial Services Register at www.fca.org.uk

Coverholder

Sportscover Europe Limited

First Floor, 75 / 77 Cornhill, London EC3V 3QQ

Conformity

When You read the policy You will find that some items can be singular or plural, feminine or masculine this clause is designed to correct this.

Words in the singular shall include the plural and vice versa. Words importing the masculine will import the feminine and the neuter. References to 'a person' will be construed so as to include any individual, company, partnership, or any other legal entity. References to a statute will be construed to include all its amendments or replacements.

Sports Accident Policy

Insuring Agreement

- 1.1 If whilst this **Policy** is in force, **You** suffer **Bodily Injury** during the **Operative Time**, which is the sole, direct and independent cause of **Your** injury, then subject to the terms and conditions set out below, including in particular the exclusions and receipt by **Us** of the **Premium(s)**. **We** shall pay the benefits as stated in **Your Policy Schedule**.

General Definitions

In this **Policy** the following words/expressions have the following meanings:

- 2.1. **Accident** means a sudden, unexpected, unusual and specific event, which occurs at a definable time and place.
- 2.2. **Act of Terrorism** means any actual or threatened act of any person acting individually or on behalf of or in connection with any organization with activities directed towards the overthrowing or influencing of any government de jure or de facto, and/or any actual or threatened act of any person acting individually or on behalf of or in connection with any organization with activities directed towards influencing the general public or any part thereof. In any action, suit or other proceedings where **We** allege that by reason of the exclusion any loss is not covered by this insurance the burden of proving that such loss is covered shall be upon **You**.
- 2.3. **Bodily Injury** means an injury which:
- 2.3.1. Is sustained by an **Insured Person** whilst actively engaged in playing, training or practicing for the sport nominated in the **Policy Schedule** and such accidental **Bodily Injury** is sustained because of participation by the **Insured Person** in the sport nominated in the **Policy Schedule**; and
 - 2.3.2. Is sustained by **You** during the period of this insurance; and
 - 2.3.3. Is caused by an **Accident**; and
 - 2.3.4. Occasions **Your Disablement** and/or medical treatment within 12 calendar months from the date of the **Accident**.
- 2.4. **Disablement** means Temporary Total Disablement.
- 2.5. **Excess** means the amount of money that **You** or the **Insured Person** will be required to contribute in any claim. The amount is shown in the **Policy Schedule**.
- 2.6. **Excess Period** means the number of consecutive days commencing on the date of commencement of the **Temporary Total Disablement** during which the **Insured Person** must continuously suffer **Temporary Total Disablement** before any Loss of Income benefits payable under this **Policy** shall be due.
- 2.7. **Inception Date** means 12 a.m. (midnight) of the period of insurance (from) date shown in **Your Policy Schedule**.
- 2.8. **Insurance Premium Tax** means any taxes that may be payable at the rate applicable from time to time.
- 2.9. **Insured** means the club/association or individual specified in the **Policy Schedule** being a member of a regional, state and/or national sporting association, as named in the **Policy Schedule**.
- 2.10. **Insured Person** means any member of the **Insured** and/or any other person actively engaged in and appropriately registered for the purpose of playing the sport of the **Insured**.

- 2.11. **Maximum Claim Period** means the total period for which Loss of Income benefit 4.3.1. will be payable under this [Policy](#) in respect of all [Temporary Total Disablement](#).
- 2.12. **Medical Expenses** means any reasonable expense incurred by the [Insured Person](#) from a [Medical Practitioner](#) where the expense is directly as a result of a [Bodily Injury](#) received whilst playing the sport nominated in the [Policy Schedule](#).
- 2.13. **Medical Practitioner** means a duly qualified and United Kingdom registered medical practitioner who is not related to [You](#) or the [Insured Person](#) by blood or marriage.
- 2.14. **Net Income Lost** means average weekly income, wage or salary (including overtime) earned by an [Insured Person](#) during the twelve months immediately preceding the commencement of [Disablement](#) multiplied by the number of benefit weeks. Any amount to which an [Insured Person](#) is legally entitled by way of sick leave or compensation from any Motor or Transport [Accident](#) or Social Welfare Services legislation of any kind or any other [Policy](#) of insurance shall be deducted and the net figure shall be the 'Net Income Lost'.
- 2.15. **Occupation** means the employment, profession or occupation of or the business carried out by the [Insured Person](#) at the time of the [Bodily Injury](#).
- 2.16. **Operative Time** means whilst playing, practicing and training under the auspices, control or direction of the [Insured](#) including travelling to or from any such venue for the purposes of the above.
- 2.17. **Policy** means this document, the [Policy Schedule](#), any endorsement(s), application form or proposal, that together are to be considered as one document.
- 2.18. **Policy Schedule** means the [Policy Schedule](#) attaching to this wording confirming currency of the [Policy](#) or the [Policy Schedule](#) subsequently issued on renewal or variation or by way of endorsement.
- 2.19. **Premium** means the amount payable by [You](#) to [Us](#) as specified in the [Policy Schedule](#).
- 2.20. **Temporary Total Disablement** means disablement which entirely prevents the [Insured Person](#) from performing each and every duty of their [Occupation](#).
- 2.21. **War** means war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, riots, strikes, civil commotion, rebellion, insurrection, or military or unsurped power. This definition includes but is not limited to civil disorders of any kind, to any security measures that may result in the closure of the venue or the non-access to it, or to the non-participation by attendees or performers, whether voluntary or compulsory.
- 2.22. **We/Us/Our** means Certain Underwriters at Lloyd's .
- 2.23. **You/Your/Policyholder** means the [Insured](#) named in the [Policy Schedule](#).

General Conditions

- 3.1. Any fraud, misstatement or concealment, either in the proposal or in relation to any other matter affecting this insurance, shall entitle [Us](#) to render this insurance null and void and any monies which have been paid by [Us](#) to [You](#) or the [Insured Person](#) must be repaid in full immediately.
- 3.2. The law of England and Wales allows the parties to choose the law applicable to this [Policy](#). This [Policy](#) will be governed by and construed in accordance with the law of England and Wales. [We](#) and the [Policyholder](#) agree to submit to the exclusive jurisdiction of the courts of England and Wales.
- 3.3. The [Insured Person](#) must be permanently resident in the United Kingdom or the European Union, unless specifically agreed otherwise in writing by [Us](#).

Policy Benefits

4.1. Capital Benefits

The benefits payable will be the following percentage of the capital benefits specified in the [Policy Schedule](#).

Bodily Injury sustained by an Insured Person which within 12 calendar months results in:	Percentage
4.1.1. Death of Insured Persons aged 18 years and over.	100%
Death of Insured Persons aged less than 18 years.	20%
4.1.2. Total and irrecoverable loss of use of all sight in both eyes and/or total and irrecoverable loss of use of both hands or both feet or of one hand and one foot.	100%
4.1.3. Total and irrecoverable loss of use of one hand or one foot together with total and irrecoverable loss of all sight in one eye.	50%
4.1.4. Total and irrecoverable loss of all sight in one eye or total and irrecoverable loss of use of one hand or one foot.	25%
4.1.5. Total and permanent disablement (other than disablement resulting from events referred to in Capital Benefits 4.1.2., 4.1.3. and 4.1.4.) from engaging in or attending to any profession, business or Occupation whatsoever provided always that the benefits shall not be payable until such Disablement has continued for a period of 12 calendar months.	100%
4.1.6. If the Insured Person becomes totally and permanently disabled as a result of injury sustained whilst travelling to or from an event in which they are engaged to play for the Insured , We will pay 20% of the applicable capital benefits shown on the Policy Schedule .	

4.2. Medical Benefits

We will pay the percentage specified in the [Policy Schedule](#) towards the following expenses incurred as a result of [Bodily Injury](#):

- 4.2.1. Hospital accommodation.
- 4.2.2. Ancillary Medical Expenses.
- 4.2.3. Physiotherapy and chiropractic.
- 4.2.4. Dental services to sound whole teeth only.

This benefit covers only amounts which are not covered by the public health system of where the [Insured Person](#) is domiciled. Further, it only applies to the difference between any private health insurance rebate and the actual cost incurred by the [Insured Person](#).

This benefit is subject to deduction of the [Excess](#) specified in the [Policy Schedule](#) and a maximum payment per claim as specified in the [Policy Schedule](#).

4.3. Loss of Income (only applicable where stated in the [Policy Schedule](#))

4.3.1. Lump Sum Net Loss of Income Benefit

Total [Disablement](#) from engaging in or attending to the [Insured Person's Occupation](#). Cover is only provided if the [Insured Person](#) was engaged full time in that activity up to the time of the [Bodily Injury](#). Your entitlement to benefits under this Section does not commence until after the expiry of the [Excess Period](#). The amount of the benefit shall be the lesser of the percentage of [Net Income Lost](#) specified in the [Policy Schedule](#) and the maximum amount specified for this benefit in the [Policy Schedule](#) and is payable up to the [Maximum Claim Period](#) noted in the [Policy Schedule](#).

4.3.2. Injury Assistance and Parents Inconvenience Benefit

No compensation shall be payable in respect of this benefit should there be any amount payable under Section 4.3.1. We will reimburse the [Insured Person](#) with the percentage specified in the [Policy Schedule](#) of non [Medical Expenses](#) directly relating to the [Bodily Injury](#). There is no claim unless the period of [Disablement](#) continues for more than the period specified in the [Policy Schedule](#). We will not pay more than the maximum limit specified in the [Policy Schedule](#) for this benefit.

General Exclusions

We will not be liable for injuries/[Disablement](#) directly or indirectly resulting from:

- 5.1. Suicide or attempted suicide, intentional self-injury or deliberate exposure to unusual danger (except in an attempt to save life), or [Your](#) or the [Insured Person's](#) own criminal act, or an [Insured Person](#) being under the influence of alcohol or drugs, or suffering from mental sickness, nervous anxiety, depression, emotional disorders or stress related conditions or complaints (even if the mental sickness, nervous anxiety, depression or stress related conditions or complaints arose out of a physical [Accident](#) or [Bodily Injury](#)).
- 5.2. The [Insured Person](#) engaging in or taking part in any sport/s other than the sport/s nominated in the [PolicySchedule](#).
- 5.3. Driving or riding in any kind of race, or the [Insured Person](#) taking part in hazardous sports, pursuits or pastimes not declared to [Us](#), or engaging in naval, military or air force services or operations.
- 5.4. War.
- 5.5. Death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any [Act of Terrorism](#) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Furthermore this [Policy](#) also excludes death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any [Act of Terrorism](#).
- 5.6. Any pre-existing defect, infirmity or sickness at the time of the [Insured Person's Bodily Injury](#).
- 5.7. The [Insured Person](#) engaging in air travel except as a passenger in a properly licensed multi-engined aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial concern.
- 5.8. All claims arising out of unreasonable failure to seek or follow medical advice.
- 5.9. Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC), howsoever this syndrome has been acquired or may be named.
- 5.10. Ionising radiation or radioactive contamination.
- 5.11. Contracting a sexually transmitted disease, pregnancy, childbirth, miscarriage, abortion or infertility treatment and also medical operations or treatments which are not medically necessary, including cosmetic or beauty treatments.
- 5.12. Any medical or surgical procedure performed on the Insured Person for any gradually developing bodily deterioration whatever the cause of that deterioration.
- 5.13. Sickness, disease or disorder of any kind

Claims Conditions

- 6.1. Notice must be given to **Us** within 30 days (or as soon as practicably possible thereafter) of becoming aware of any **Accident** which causes or may cause **Disablement** and, if applicable, the **Insured Person** must as early as possible, place them self under the care of a **Medical Practitioner**.
- 6.2. Notice must be given to **Us** as soon as practicably possible in the event of the death of an **Insured Person** resulting, or alleged to have resulted, from an **Accident**.
- 6.3. No claim will be accepted under this **Policy** by **Us** until **We** have received a completed claim form together with satisfactory medical evidence, proof of age and **Occupation**, employer's certificates and such other documents **We** may reasonably require.
- 6.4. If the consequence of an **Accident** shall be aggravated by any condition of physical disability that the **Insured Person** had which existed before the **Accident** occurred, the amount of any compensation payable under this **Policy** in respect of the consequences of the **Accident** shall be the amount which it is reasonably considered could have been payable if such consequences had not been so aggravated.
- 6.5. In event of a claim under this insurance, **You** and the **Insured Person** shall allow all medical records, notes and correspondence referring to the claim or related pre-existing conditions to be made available on request, in accordance with all statutory provisions relating to access medical records, to the medical adviser appointed by **Us** or on **Our** behalf (at **Our** own expense) and such medical adviser shall be allowed, so often as may be deemed necessary, to make an examination of the **Insured Person**.
- 6.6. Once **We** have accepted a claim under this **Policy** **We** will pay benefits, at the completion of **Your** treatment and upon receipt of satisfactory evidence of **Your Medical Expenses** or return to work after **Temporary Total Disablement**.
- 6.7. All **Temporary Total Disablement** benefits shall cease on **Your** death.
- 6.8. The maximum weekly benefit shall not exceed 75% of the **Insured Person's** Income, less benefit from any other insurance policy or benefits paid to them by an employer. Proof of net income may be required from an independent and qualified third party. In the event that the weekly benefit exceeds the aforesaid limit then any claim shall be evaluated upon 75% of the **Insured Person's** Income.
- 6.9. Odd days of benefit will be payable at one seventh of the weekly benefit. Weekly benefit will only be payable in respect of complete days of **Disablement**.
- 6.10. During the currency of any claim **You** must continue to pay any relevant **Premiums** and **Insurance Premium Tax** as originally stated in the **Policy Schedule** if and when they fall due.
- 6.11. Benefits shall not be payable for more than one of the events in the policy benefits sections 4.1. and 4.3. in respect of the same occurrence.
- 6.12. Benefits payable for policy benefits section 4.1. shall be reduced by any sum already paid under section 4.2. and 4.3. in respect of the same occurrence. After the happening of any one of events in section 4.1. there shall thereafter be NO further liability under the **Policy** in respect of the same **Insured Person**.
- 6.13. Benefits shall NOT be payable under more than one of the events for **Disablement** resulting from any further occurrence whilst there is an existing entitlement for benefits.
- 6.14. Benefits shall NOT be payable unless the **Insured Person** shall as soon as possible after the happening of any occurrence obtain and follow proper medical advice from a **Medical Practitioner**.
- 6.15. Benefits shall NOT be payable for any period after the **Insured Person** has resumed playing, training or practicing for the sport nominated in the **Policy Schedule** except for subsequent unrelated occurrences.
- 6.16. Benefits shall NOT be payable for that part of the benefit payable under Loss of Income for which state welfare benefits or other benefits can be claimed.

- 6.17. We will at Our own expense have the right and opportunity to examine the Insured Person when as often as We may reasonably require during the period of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

Cancellation Procedure

7.1. Cooling Off Period

- You have the statutory right to cancel this Policy within 14 days of the purchase or renewal of the contract or the day You receive the Policy or renewal documentation, whichever is the later.
- We will return the Premium less a proportional amount for the time that We have been on cover.

No refund of Premium will be given in the event of a claim either in whole or in part.

7.2. If you wish to cancel your Policy after the Cooling Off Period

- You can cancel this Policy at any time, if it is during the first 14 days the Cooling Off Period terms above apply.
- To cancel the Policy after the Cooling Off Period You will need to contact Your broker who arranged the insurance for You.
- You are entitled to a return of Premium which will be based upon the length of time remaining for the Period of Insurance less a deduction of £10 for any administration costs in providing this insurance.

No refund of Premium will be given in the event of a claim.

7.3. Our Cancellation Rights

We can cancel this insurance by giving You 30 days notice in writing.

We will only do this for a valid reason (*examples of valid reasons are as follows*):

- non payment of Premium;
- a change in risk occurring which means that We can no longer provide You with insurance cover;
- non-cooperation or failure to supply any information or documentation We request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

If this insurance is cancelled within six (6) months of the Inception Date and provided no claim has been made, there will a refund of Premium paid, subject to a deduction for any time on risk. This will be calculated on a proportional basis. For example, if there has been cover for one (1) month, the deduction for the time on risk will be one twelfth of the annual Premium. After six (6) months no return premium will be payable. The Insured will be responsible for cancelling any Direct Debit Mandate (if applicable)

If We pay any claim, in whole or in part, then no refund of Premium will be allowed.

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by You to provide Us with complete and accurate information as We require allows Us to cancel the Policy, sometimes back to its start date and to keep any Premiums paid.

Claims Procedure

- 8.1. If an event giving rise to a claim under this **Policy** occurs please provide details as soon as practically possible by contacting **Your** broker or the Claims Department at:

Sportscover Europe Limited
First Floor, 75 / 77
Cornhill London EC3V
3QQ
United Kingdom

Telephone: +44 (0)20 7444 1780
Fax: +44 (0)20 7444 1789 ,
Email: europe.claims@sportscover.com

You must give **Your Policy** reference. Please note that if medical treatment has been received **You** and/or the **Insured** must obtain medical certificates showing the nature of the injury. All circumstances that are likely to give rise to a claim under this insurance should be notified within 30 days after the occurrence (or as soon as practicably possible thereafter).

Complaints Procedure

- 9.1. If there is an occasion when service does not meet **Your** expectations in the first instance please contact the broker who arranged this insurance.

If **You** are still dissatisfied please forward **Your** complaint to:

Chief Executive Officer
Sportscover Europe Ltd
First Floor, 75 / 77 Cornhill
London EC3V 3QQ

If **You** are not satisfied with the response, or have not heard from them within two weeks, **You** are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of **Your** complaint and provide **You** with a written final response.

If **You** wish to ask Lloyd's to investigate **Your** complaint **You** may do so by contacting:

Lloyd's Complaints
One Lime Street
London EC3M 7HA
United Kingdom

Email: complaints@lloyds.com

Telephone: 0207 327 5693 Fax: 0207 327 15225

www.lloyds.com/complaints

You may have the right to refer **Your** case to the Financial Ombudsman Service. This also applies if **You** are insured in a Business capacity and have an annual turnover of less than £2 million and fewer than ten staff.

The FOS can be contacted at:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR
United Kingdom

Telephone: 0800 023 4567/ 0300 123 0123

Email: complaint.info@financial-ombudsman.org.uk

Please remember that **You** will have to refer **Your** complaint to the Financial Ombudsman Services within 6 months of receiving **Our** final response.

Making a complaint will not affect **Your** legal rights. If **You** appoint someone to act on **Your** behalf or if **You** ask someone else to act on **Your** behalf **You** should provide **Us** with written authority to allow **Us** to deal with them. **You** will pay their costs.

Compensation

- 10.1. Under the Financial Services and Markets Act 2000, should **We** be unable to meet **Our** liabilities to **You** compensation may be available. Insurance advising and arranging is covered for 90% 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. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk.

Contracts (Rights of Third Parties) Act 1999

- 11.1. A person or company who is not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Data Protection Act 1998

- 12.1. **You** should understand that any information provided to **Us** regarding **You** will be processed by **Us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling of claim, if any, which may necessitate providing such information to third parties.

Sanction Limitation and Exclusion Clause

- 13.1. **We** shall not provide cover nor shall **We** be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.