

AMATEUR SPORTS CLUBS

Policy



This Policy is a contract between the Insured Club and Royal & Sun Alliance Insurance plc (herein called the Company)

This Policy and any Schedule, Endorsements, Clauses and Certificates should be read as if they are one document

The Company's acceptance of this risk is based on the information presented to the Company being a fair presentation of the Insured Club's business including any unusual or special circumstances which increase the risk and any particular concerns which have led the Insured Club to seek insurance

Any reference to the singular will include the plural or vice versa

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto

Any heading in this Policy is for ease of reference only and does not affect its interpretation

The Company will provide the insurance described in this policy (subject to the terms set out herein) for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured Club shall pay and the Company shall agree to accept the premium

Contents

| Section | Page No. |
|------------------------------|-----------------|
| Definitions | 3 |
| Cover | 4 |
| Exclusions | 4 |
| General Conditions | 4 |
| Claims Settlement Conditions | 5 |
| Special Conditions | 5 |
| Claim Notification | 6 |
| Complaints Procedure | 7 |
| Fair Processing Notice | 8 |

Definitions

Accident

A sudden unexpected unforeseen and identifiable incident

Amateur Member

Any member who receives neither financial gain nor payment for participation in the Insured Sport other than reimbursement of reasonable travel and out of pocket expenses

Britain

England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man

Benefits

- 1) Death
- 2) Loss of one or more Limbs or Eyes
- 3) Permanent Total Disablement from gainful employment of any and every kind
- 4) Temporary Total Disablement from the Insured Person's usual occupation

Disablement

Shall mean Benefits 2 to 4

Endorsement

Written evidence of an agreed change to the Policy

Incident

All individual losses arising out of and directly occasioned by one sudden unexpected specific event occurring at an identifiable time and place

Incident Limit

The maximum amount the Company will pay in the aggregate under this Policy and any other policy of Personal Accident Insurance issued by the Company in the Insured's name in respect of all losses arising out of the same Incident

Insured Person

Any person or category of persons as detailed in the Schedule Cover applies until the expiry of the Period of Insurance in which the Insured Person attains the age of 75 years

Insured Sport

As described in the Schedule

Loss of Eye

Permanent and total loss of sight which shall be considered as having occurred

- a) in both eyes if the Insured Person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
- b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (this means seeing at 3 feet what you should see at 60 feet)

Loss of Limb-arm

Permanent physical severance of the four fingers at or above the meta carpo phalangeal joints (where the fingers join the palm of the hand) or permanent and total loss of use of a complete hand or arm

Loss of Limb-leg

Permanent physical severance at or above the ankle or permanent and total loss of use of a complete foot or leg

Operative Time

While an Insured Person is within Britain and is

- a) taking part in the Insured Sport in any event organised by the Insured Club or in which the Insured Club is participating
- b) taking part in training organised by the Insured Club
- c) watching the Insured Sport at any event organised by the Insured Club or in which the Insured Club is participating
- d) travelling (other than by air or motorcycle) directly to or directly back from the Insured Club's away fixtures as part of an organised party under the direction of the Club or
- e) taking part in any social activity organised by and taking place on premises owned leased hired or borrowed by the Insured Club

Terrorism

Any act including but not limited to the use of force or violence or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

War

War invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

Cover

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Death or Disablement the Company will pay to the Insured the appropriate Benefit shown in the Schedule subject to the Incident Limit of £25,000,000

In the event of a claim exceeding the Incident Limit the Company's liability in respect of each Insured Person claimed for shall be proportionately reduced until the total does not exceed the Incident Limit

The duration of any one incident shall be limited to 72 consecutive hours and no loss which occurs outside this period shall be included in that Incident

Exclusions

The Company will not pay the Benefit if

1. bodily injury following an Accident results from
 - a) the Insured Person engaging in or practising for
 - i. flying
 - ii. motorcycling as a rider or passenger
 - iii. motor competitions or
 - iv. racing other than on foot or in dinghies
 - b) the Insured Person committing or attempting to commit suicide
 - c) the Insured Person driving a motor vehicle with more than the legally permitted level of alcohol in the body
 - d) War or Terrorism
2. bodily injury following an Accident or Death or Disablement is the result of or is contributed to by
 - a) the Insured Person having taken a drug unless it is taken on proper medical advice and is not for the treatment of drug addiction or
 - b) the Insured Person having any physical or mental defect or infirmity which was known to the Insured Person at the inception of this insurance or prior to the latest renewal
 - c) illness or disease (not resulting from bodily injury following an Accident)
 - d) any naturally occurring condition or degenerative process
 - e) any gradually operating process
 - f) post traumatic stress disorder or any psychological or psychiatric condition (not resulting from bodily injury following an accident)
 - g) radioactive contamination whether arising directly or indirectly

General Conditions

Change of the Insured Sport

The Insured Club must comply with the following condition as any failure to do so may result in a claim being rejected and not being paid

In order for claims to be accepted and paid under this Policy the Insured Club must notify the Company in writing as soon as possible of any change in the Insured Club's activities Special terms may have to be applied and additional premium may be required

Consumer Credit Termination Clause

Where the Company has agreed to the Insured paying their premium by monthly instalments, then in the event that there is a default in the instalments due under the payment schedule, the Company reserves the right to terminate the Policy and the Insured will no longer be insured by the Company

If the Insured's monthly premium payment has a Fixed Sum Loan Agreement regulated by The Consumer Credit Act 2006, then this shall be deemed to be a linked loan agreement. In the event that there is a default in the instalments due under the payment schedule, the Company reserves the right to also terminate that linked loan agreement

Financial and Trade Sanctions

The Company shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any Prohibition

If any Prohibition takes effect during the Policy period the Insured or the Company may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address

If the whole or any part of the Policy is cancelled the Company shall, if and to the extent that it does not breach any Prohibition, return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding

For the purposes of this clause a Prohibition shall mean any prohibition or restriction imposed by law or regulation

Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract, to the extent permitted by those laws Unless the parties agree otherwise in writing, the Company has agreed with the Insured Club that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Insured Club is based, or, if based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which the Insured Club is based.

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Insured Club is based, or, if the Insured Club is based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which the Insured Club is based.

Policy Cancellation

This Policy may be cancelled by either the Insured Club or the Company by giving 30 days written notice to the Company or the Insured Club at their last known Address for Correspondence The Company shall return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding

Claims Settlement Conditions

Assignment

The Company will not automatically accept or be affected by notice of any trust assignment or the like which relates to the Policy

Claim Notification

The Insured Club must notify the Company in writing as soon as possible after any accident which may entitle the Insured Club to claim under this Policy

Disappearance

In the event of the disappearance of the Insured Person if after a suitable period of time it is reasonable to believe that the Insured Person has died as a result of accidental bodily injury the Death Benefit shall become payable subject to a signed undertaking that if the belief is subsequently found to be wrong the Death Benefit shall be refunded to the Company

Evidence Required

In connection with any claim:

- a) all medical certificates, reports, information and evidence required by the Company to substantiate that claim must be supplied at the Insured Person's own expense and in such form as the Company may reasonably require;
- b) the Insured Person must undergo a medical examination and provide medical evidence to the Company (at the Company's expense) as often as the Company may reasonably require following receipt of that claim; and
- c) no benefit shall be payable in respect of that claim where the Insured Person fails to undergo such medical examination or provide such medical evidence as referred to in (b) above

Exposure

If the Insured Person suffers Death or Disablement as the result of exposure to the elements the Company will consider that as having been caused by bodily injury following an Accident

Interest

Interest will not be added to any amount payable

Other Interests

The Insured Club's receipt shall discharge the Company's liability to pay any amount in respect of a claim. The Insured Person shall have no right to claim from or sue the Company

Third Party Contract Rights

No person other than the Insured Club or the Company may enforce the terms of this Policy and the provisions of the Contract (Rights of Third Parties) Act 1999 do not apply

Special Conditions

- 1 The Company will not pay in respect of any one Insured Person under more than one of Benefits 1 to 3 in connection with the same accident
- 2
 - a) No claim for Disablement shall be payable under Benefit 2 of this Policy until such time as reasonable evidence has been provided to the Company to show that such Disablement is permanent and that there is no reasonable expectation of recovery
 - b) No claim for Permanent Total Disablement shall be payable under Benefit 3 of this Policy until two years from the date of the Accident and then only when reasonable evidence has been provided to the Company to show that such Disablement is permanent and that there is no reasonable expectation of recovery
- 3 Sometimes the full effects of an accident are not immediately apparent and although Loss of Limb or Eye may occur at the time of the accident the Company has to wait a reasonable length of time to ensure that the full effects are known. Because of this
 - a) if a Death Benefit is not included for an Insured Person the Company will not pay any Benefit for Loss of Limb or Eye until at least thirteen weeks after the date of the accident and the Company will only then pay if the Insured Person has not in the meantime died as a result of the accident
 - b) if a Death Benefit is included but is less than the Benefit for Loss of Limb or Eye the Company will not pay more than the Death Benefit until at least thirteen weeks after the date of the accident and the Company will only then pay the balance if the Insured Person has not in the meantime died as a result of the accident
- 4 The Company will not pay Benefit 4 for any period in which the Insured Person is not totally disabled from usual occupation
- 5 In the case of any Insured Person who is
 - a) under 16 years of age at the time of the Accident the Death Benefit is limited to £5,000 and no amount is payable under Benefit 4 (Temporary Total Disablement) or
 - b) under 25 years of age and undergoing full time education at the time of the Accident the weekly payment of Benefit 4 (Temporary Total Disablement) is restricted to the period of hospitalisation (if any) as a registered in-patient resulting directly from the Accident for a maximum of 104 weeks in all not necessarily consecutive or
 - c) not in regular gainful employment the weekly payment of Benefit 4 (Temporary Total Disablement) is restricted to the period of hospitalisation (if any) as a registered in-patient resulting directly from the Accident for a maximum of 104 weeks in all not necessarily consecutive
- 6 The Company will not pay any Benefit solely because the Insured Person is unable to take part in sports or pastimes

Claim Notification

Conditions that apply to the policy and in the event of a claim are set out in your policy booklet. It is important that you comply with all policy conditions and you should familiarise yourself with any requirements.

Directions for claim notification are included under claims conditions. Please be aware that events that may give rise to a claim under the insurance must be notified as soon as reasonably possible although there are some situations where immediate notice is required.

Further guidance is contained in the policy booklet.

Claims conditions require you to provide us with any reasonable assistance and evidence that we require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- Your name, address, and your home and mobile telephone numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the injury
- Details of the injury together with prognosis if known including any Medical Certificates if held

This information will enable us to make an initial evaluation on policy liability and claim value. We may, however, request additional information depending upon circumstances and value which may include the following medical certificates or medical reports.

Sometimes we, or someone acting on our behalf, may wish to meet with you to discuss the circumstances of the claim, or to undertake further investigations.

Initially notification of any claim should be sent to one of the following Claims Departments. Please check your schedule for details of your Claims Team:

Accident and Health Claims
15 York Street
Glasgow
G2 8LA

Telephone: 0330 102 4093

Email: glasgow.accidentandhealthclaims@uk.rsagroup.com

Or

Accident and Health Claims
Profin Claims
PO Box 509
Horsham
RH12 1WS

Telephone: 0345 075 5218

Email: claims.accidentandhealth@uk.rsagroup.com

Both telephone numbers are a dedicated to Personal Accident and Business Travel claims and are open between 9am and 5pm Monday to Fridays excluding Bank Holidays

Complaints Procedure

Our Commitment to Customer Service

At RSA we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. We take all complaints seriously and following the steps below will help us understand your concerns and give you a fair response.

Step 1

If your complaint relates to your policy then please contact the sales and service team based in the office which issued your policy. If your complaint relates to a claim then please call the claims helpline number shown in your policy booklet.

We aim to resolve your concerns by close of the next business day. Experience tells us that most difficulties can be sorted out within this time.

Step 2

In the unlikely event that your concerns have not been resolved within this time, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive. Their contact details are as follows:

RSA Customer Relations Team
P O Box 255
Wymondham
NR18 8DP

Email: crt.halifax@uk.rsagroup.com

Our promise to you

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Use the information from your complaint to proactively improve our service in the future.

Once we have reviewed your complaint we will issue our final decision in writing within 8 weeks of the date we received your complaint.

If you are still not happy

If you are still unhappy after our review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post: Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Telephone: 0800 0234567 (free from standard land line, mobiles may be charged)
0300 1239123 (same rate as 01 or 02 numbers, on mobile phone tariffs)

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

Website: www.financial-ombudsman.org.uk

You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action, however; the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

Thank you for your feedback

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.

Fair Processing Notice

How we use your Information

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

Who we are

This product is underwritten by Royal & Sun Alliance Insurance plc.

You are giving your information to Royal & Sun Alliance Insurance plc, which is a member of the RSA Group of companies (the Group). In this information statement, 'we', 'us' and 'our' refers to the Group unless otherwise stated.

How your information will be used and who we share it with

Your information comprises all the details we hold about you and your transactions and includes information obtained from third parties.

We may use and share your information with other members of the Group to help us and them:

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop our services, systems and relationships with you;
- Understand our customers' requirements;
- Develop and test products and services

We do not disclose your information to anyone outside the Group except:

- Where we have your permission; or
- Where we are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies and other companies that provide a service to us, our partners or you; or
- Where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone we pass it to provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object, you will consent to that change.

We will not keep your information for longer than is necessary.

Sensitive Information

Some of the information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.

How to contact us

On payment of a small fee, you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to: Data Protection Liaison Officer, Customer Relations Office, RSA, Bowling Mill, Dean Clough Industrial Estate, Halifax HX3 5WA.

Royal & Sun Alliance Insurance plc (No. 93792).
Registered in England and Wales at St Mark's Court,
Chart Way, Horsham, West Sussex, RH12 1XL.
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