

# **Amateur Sports Clubs Personal Accident Insurance**

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

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This Policy and any Schedule (including any issued in substitution) and any Endorsements 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's business and activities including any unusual or special circumstances which increase the risk and any particular concerns which have led the Insured 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 shall pay and the Company shall agree to accept the premium

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# **GENERAL DEFINITIONS**

#### Accident

A sudden unexpected unforeseen external and identifiable incident

### **Aircraft Accumulation**

All Insured Persons travelling in any aircraft or airship

### **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

### Benefits (refer to the Schedule for amounts payable)

- 1 Death
- 2 Loss of two or more Limbs or Loss of both Eyes or one of each
- 3 A) Loss of one Limb or Loss of one Eye
  - B) Permanent total loss of speech
  - C) Permanent total loss of hearing
    - i) in both ears
    - ii) in one ear (see Special Condition F)
- 4 Permanent Total Disablement
- **5** Temporary Total Disablement

#### **Britain**

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

#### Child

Any child of an Insured Person who is unmarried and dependent and under 18 years of age or under 23 years of age if in full-time education

#### **Deferment Period**

The period during which no Temporary Total Disablement benefit is payable as shown in the Schedule

## **Dental Implant**

A titanium root-shaped fixture designed to integrate with the bone to replace the root of a tooth and support the replacement teeth

# **Dental Injury**

An injury to the teeth or supporting structures (including damage to dentures whilst being worn) which is caused suddenly and unexpectedly by means of a direct external impact

## Dentist

In United Kingdom - a dental surgeon who is currently registered with the General Dental Council (GDC) practicing in one of the recognised dental specialist areas contained within 'The Specialist List' held by the GDC at <a href="www.gdc-uk.org">www.gdc-uk.org</a> Outside of United Kingdom – a dental surgeon who is currently registered with the appropriate national regulatory authority

# Disablement

Benefits 2 to 5

# **Emergency Dental Treatment**

Necessary and emergency dental treatment which has been confirmed in writing by a Dentist Any bridgework crown or denture which require replacement will be of a similar type and quality to that lost or damaged by Dental Injury

# **Endorsement**

3

Written evidence of an agreed change to the Policy

## Hospita

Any institution which meets fully every one of the following criteria:

A maintains permanent and full time facilities for the care of overnight resident patients and

**B** has diagnostic and therapeutic facilities for the surgical and medical diagnosis treatment and care of injured and sick persons by or under the supervision of a staff of Medical Practitioners and

**C** continuously provides 24 hours a day nursing service supervised by state registered nurses or by persons with equivalent qualifications and

UKC01782C updated March 2019 Amateur Sports Club Version Royal & Sun Alliance Insurance plc (No. 93792) **D** is not other than incidentally an institution which provides full time facilities for

- i) mentally ill or mentally handicapped persons
- ii) nursing or convalescing
- iii) aged persons of 70 years or more
- iv) drug addicts
- v) alcoholics

### Incident

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

# **Insured Club**

As detailed in the Schedule

## **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 after which time cover is restricted as shown

# **Insured Sport**

As detailed in the Schedule

#### Limit per Person

The maximum amount the Company shall pay in respect of any one Insured Person for all benefits payable under this Policy in connection with any one Accident

#### Loss of Eye

Permanent and total loss of sight which will 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 (meaning seeing at 3 feet what the Insured Person should see at 60 feet)

# **Loss of Limb**

A in the case of a leg loss by permanent physical severance at or above the ankle or permanent and total loss of use of a complete foot or leg

**B** in the case of an arm loss by 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 arm or hand

## **Maximum Incident Limit**

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

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

# **Medical Expenses**

The cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a Medical Practitioner and all Hospital nursing home and ambulance charges excluding Emergency Dental Treatment and Optical Expenses

# **Medical Practitioner**

Any legally qualified medical practitioner other than

A an Insured Person

**B** a member of the immediate family of an Insured Person

C a Director or Employee of the Insured

# **Nuclear Chemical or Biological Cause**

Use of any nuclear weapon or device or the deliberate emission discharge dispersal release or escape of any solid liquid or gaseous chemical agent and/or Biological agent

Biological agent shall mean any pathogenic micro-organism and/or biologically produced toxin(s) including genetically modified organisms and chemically synthesised toxins

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## **Operative Time A**

While an Insured Person is within Britain and who is

- 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 aircraft 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

# **Operative Time B**

While an Insured Person is within Britain and who is

- A) undertaking grounds keeping and associated work in connection with the Insured Club's pitch and grounds
- **B)** maintaining or altering the Insured Club's premises (excluding demolition and building works in excess of three metres from ground level)

## **Optical Expenses**

Expenses incurred by the Insured Club or the Insured Person for optical treatment and / or the cost of replacement expenses for optical equipment which is a similar type and quality to that lost or damaged

#### **Payment Period**

The maximum period over which Temporary Total Disablement benefit is payable as shown in the Schedule

### **Period of Insurance**

As shown in the Schedule

## **Permanent Total Disablement**

In respect of any Insured Person who is a Child;

Permanent Total Disablement shall mean disablement entirely preventing the Insured Person from attending full time education for a period of two years and at the end of the period is beyond hope of improvement and without prospect of the Insured Person being able to undertake any gainful employment or of being able to support themselves financially

In respect of any Insured Person other than a Child

Permanent Total Disablement shall mean disablement which entirely prevents the Insured Person from attending to any gainful employment for which the Insured Person is fitted by way of training education or experience and which lasts a period of two years and at the end of the period is beyond hope of improvement

# Remunerated Employment

Employment in which the Insured Person receives financial compensation as payment for their services under a contract for or of employment for at least 16 hours per week

## **Temporary Total Disablement**

Temporary Total Disablement from the Insured Person's usual Remunerated Employment

Nil for Child or Insured Person not in Remunerated Employment

# **Terrorism**

Any act including but not limited to the use of force or violence and/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

# **GENERAL CONDITIONS**

#### **Cancellation of Terrorism or War Risks Cover**

The Company may cancel any insurance provided by this Policy against Terrorism by giving 7 days notice to the Insured Club at the Insured Club's last known registered address The insurance in respect of any journey involving travel outside the Insured Person's country of residence which commences before the expiry of such notice shall not be affected

### **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 Club 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 and Jurisdiction

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 Insurer has agreed with the Insured 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 registered address.

If the whole or any part of the Policy is cancelled 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

# **GENERAL CLAIMS SETTLEMENT CONDITIONS**

## **Assignment**

The Company will not be bound to accept or be affected by any trust charge lien assignment or other dealing with or relating to this Policy

# **Claims 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

# **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.

#### Interest

Other than where required by the Enterprise Act 2016, interest will not be added to any amount paid

#### 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 or the Insured Person's personal representatives 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

# PERSONAL ACCIDENT INSURANCE COVER

### The Cover

If during the Period of Insurance and the Operative Time the Insured Person sustains bodily injury following an Accident which within 12 months 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 Maximum Incident Limit (and inner limits where applicable) as detailed in the Schedule

# **Special Conditions**

### **Benefits**

A The Company will not pay in respect of any one Insured Person in connection with the same Accident

- i) more than one of Benefits 1 to 4 and then
- ii) not more than the Limit per Person shown in the Schedule in respect of any claim payable under any of Benefits 1 to 5 and the Special Extensions applying to this Section

**B** Any amount paid under Benefit 5 shall be deducted from any amount paid under Benefits 1 to 4 in connection with the same Accident

**C** Any Disablement under Benefits 2 to 4 must be proved to the reasonable satisfaction of the Company to be permanent and without expectation of recovery before the Company will pay the Benefit

**D i)** If Benefit 1 is not included for an Insured Person the Company will not pay for Loss of Limb or Eye or speech or hearing 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

ii) If Benefit 1 is included but the amount payable for Benefit 1 is less than the amount for Loss of Limb or Eye or speech or hearing the Company will not pay more than the amount for Benefit 1 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 died in the meantime as a result of the Accident

**E** If Benefit 3 is claimed for permanent total loss of hearing in one ear the Company will not pay more than 25% of the amount which would have been payable had the claim been for permanent total loss of hearing in both ears

# Disappearance

In the event of the disappearance of an Insured Person if after a suitable period of time it is reasonable to believe that Death has occurred as a result of bodily injury following an Accident Benefit 1 shall become payable subject to a signed undertaking by the Insured Club that if the belief is subsequently found to be wrong such amount shall be refunded to the Company

# Exposure

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

# Insured Persons 75 years and over

In respect of any Insured Person who attains the age of 75 years or older at the start of the Period of Insurance cover will continue for the following Benefits only:

- 2) Loss of two or more Limbs or Loss of both Eyes or one of each
- 3 A) Loss of one Limb or Loss of one Eye

and only the Special Extension - Funeral Expenses

# **Special Extensions to Cover**

The following special extensions apply as shown below and shall be payable in addition to any benefit paid under the Personal Accident Section Benefits 1-5 of the Policy subject to the Maximum Incident Limit (and inner limits where applicable) as detailed in the Schedule

### **Accident Medical Expenses**

If during the Period of Insurance and the Operative Time and whilst participating in the Insured Sport the Insured Person sustains bodily injury following an Accident which within 12 months is the sole and independent cause of the incurring of Medical Expenses the Company will pay up to £500 when any amount is paid under Benefits 2 to 5 subject to an excess of £20 each and every claim

## **Dental Expenses**

If during the Period of Insurance and the Operative Time and whilst participating in the Insured Sport the Insured Person sustains a Dental Injury which within 12 months is the sole and independent cause of the Insured Person incurring the cost of Emergency Dental Treatment the Company will pay up to £750 per Insured Person subject to an excess of £50 of each and every claim

# **Facial Disfigurement**

If during the Period of Insurance and the Operative Time and whilst participating in the Insured Sport the Insured Person sustains bodily injury following an Accident which within 12 months is the sole and independent cause of permanent facial disfigurement with visible scar tissue of at least 1 centimetre in length in the area from the hairline to and including the lower jaw and ears the Company will pay the following benefit

A 1 to 5 centimetres in length £50
B Over 5 centimetres in length £100

per Insured Person subject to a maximum of £100

# **Optical Expenses**

If during the Period of Insurance and the Operative Time and whilst participating in the Insured Sport the Insured Person sustains bodily injury following an Accident which within 12 months is the sole and independent cause of the incurring of Optical Expenses the Company will pay up to a maximum of £750 any one Insured Person

## **Paralysis**

If during the Period of Insurance and the Operative Time and whilst participating in the Insured Sport the Insured Person sustains bodily injury following an Accident which within 12 months is the sole and independent cause of the Insured Person suffering paralysis the Company will pay the following benefit

A) total loss of use of all four limbs bladder and rectum £5,000 total loss of use of two legs bladder and rectum £2,500

# Hospitalisation

If during the Period of Insurance and the Operative Time and whilst participating in the Insured Sport the Insured Person sustains bodily injury following an Accident which within 12 months is the sole and independent cause of the Insured Person being admitted to Hospital on the recommendation of a Medical Practitioner for a continuous period in excess of 48 hours the Company will pay £50 for each complete full 24 hour period up to a maximum of two hundred days any one Insured Person while they are a Hospital in-patient

No benefit shall be payable for the first 48 continuous hours of Hospitalisation

# **Funeral Expenses**

If during the Period of Insurance and the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Death for which the Benefit is paid the Company will pay the necessary costs incurred with the Company's prior written consent for funeral expenses up to a maximum of £250 any one Insured Person

# Hospitalisation

If during the Period of Insurance and the Operative Time and whilst participating in the Insured Sport the Insured Person sustains bodily injury following an Accident which within 12 months is the sole and independent cause of the Insured Person being admitted to Hospital on the recommendation of a Medical Practitioner the Company will pay £50 for each complete 24 hour period up to a maximum of two hundred days any one Insured Person while they are a Hospital inpatient subject to no benefit being payable for the first forty-eight continuous hours of Hospitalisation

# **POLICY EXCLUSIONS**

# The Company will not pay any claim

1 after the expiry of the Period of Insurance in which the Insured Person attains the age of 75 years other than as described under the Special Conditions

# The Company will not pay any Benefit where bodily injury following an Accident is the result of or is contributed to by

- 2 the Insured Person committing or attempting to commit suicide or as a result of self-inflicted injury
- 3 the Insured Person engaging in flying of any kind other than as a passenger
- 4 illness or disease (not resulting from bodily injury following an Accident)
- 5 any naturally occurring condition or degenerative process
- 6 any gradually operating cause
- 7 post traumatic stress disorder or any psychological or psychiatric condition (not resulting from bodily injury following an Accident)
- 8 radioactive contamination whether arising directly or indirectly
- 9 War
- 10 Terrorism occasioned by any Nuclear Chemical or Biological Cause

## The Company will not pay

- 11 Temporary Total Disablement benefit to any Insured Person who is either
  - i) a Child. or
  - ii) not in Remunerated Employment

at the time Bodily Injury following an Accident is sustained

# Additional Exclusions in respect of the Dental Special Extension

# The Company will not pay:

- 1 the first £50 of each and every claim
- 2 for claims arising from any pre-existing dental conditions
- 3 for charges made for travelling time broken appointments or similar punitive charges
- 4 for claims arising from wear tear deterioration staining or defective workmanship
- 5 for routine examination extractions amalgam fillings cleaning scaling polishing and x-rays
- 6 for cosmetic treatment
- 7 for any treatment deemed to be clinically unnecessary
- 8 the costs of travelling expenses and telephone calls
- 9 the fitting or re-fitting of Dental Implants or any subsequent loss of or damage to Dental Implants once fitted

# **Claims Handling Process**

Conditions that apply to the policy and in the event of a claim are set out in this policy wording. 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 General Claims Settlement Conditions and Claims Settlement Conditions applying to each Section.

Please be aware that events that may give rise to a claim under the insurance must be notified to us as soon as reasonably possible although there are some situations where immediate notice is required. Further guidance is contained in this policy wording.

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 accident
- · The cause of the injury
- · Details of the injury together with prognosis if known

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

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 a notification of any claim should be sent to: Accident & Health Claims **Profin Claims** PO Box 509 Horsham **RH12 1WS** 

0345 075 5218 (dedicated Personal Accident telephone number open between 9am and 5pm Monday Telephone: to Fridays excluding Bank Holidays)

Fax: 01403 325 562

Email: accidentandhealthclaims@uk.rsagroup.com

# **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.

### 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
- Ensure you are clear on how to escalate your complaint, if necessary

# Step 1

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

We aim to resolve your concerns on an informal basis, within three business days. Where we have been able to, we will send you a letter confirming this. We'll also explain how you may be able to refer the matter to the Financial Ombudsman Service if you subsequently decide that you are unhappy with the outcome.

#### Step 2

In the unlikely event that we are unable to resolve your concerns through our informal complaints process, our Customer Relations Team will then review the matter on behalf of our Chief Executive. Once our Customer Relations Team have reviewed your complaint they will send you a final decision in writing within 8 weeks of the date we received your complaint.

Our Customer Relations Team's contact details are as follows:

Post: RSA Customer Relations Team P O Box 255 Wymondham NR14 8DP Email:

crt.halifax@uk.rsagroup.com

## 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: Email:

Financial Ombudsman Service Exchange Tower Harbour Exchange Road London E14 9SR complaint.info@financial-ombudsman.org.uk **Website:** 

www.financial-ombudsman.org.uk

# Telephone:

0800 023 4567 (free from standard landline, mobiles maybe charged) 0300 123 9123 (same rate as 01 or 02 numbers, on mobile phone tariffs)

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.

# **Fair Processing Notice - Commercial Privacy Policy**

At Royal & Sun Alliance Insurance plc we provide commercial insurance policies directly or in partnership with other organisations.

Where individuals are covered under the terms of these insurance policies we may need to process their personal information.

Information including the purpose and basis for the processing, how long data will be retained for and about the individual rights under the data protection regulation can be found at:

www.rsagroup.com/support/legal-information/privacy-policy/

If you have any questions or comments about this Privacy Notice please contact:

The Data Protection Officer RSA Bowling Mill Dean Clough Industrial Park Halifax HX3 5WA

You may also email us at crt.halifax@uk.rsagroup.com.