



Sports Accident Insurance

policy wording

sportscover.com

Our Head Office and registered address is:
Sportscover Europe Limited
PO Box HQ 420, St Helen's, 1 Undershaft, London EC3P 3DQ
Registered in England No. 3726678
Authorised and regulated by the Financial Services Authority
Registration Number 308372

Lloyd's Insurance

effected through Sportscover Europe Limited

This is to Certify that in accordance with the authorisation granted under the Contract (the number of which is noted on the Policy Schedule) to the undersigned by certain Underwriters at Lloyd's, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Policy Signing Office and in consideration of the payment of the Premium which forms part of the Premium specified in the Policy Schedule, the said Underwriters are hereby bound, severally and not jointly, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Certificate shall become void and all claim hereunder shall be forfeited.

In Witness whereof this Certificate has been signed at the place stated and on the date specified in the Policy Schedule by Sportscover Europe Limited.



Authorised Signatory
Sportscover Europe Limited

About 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, Managing Director, 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.

SPORTS ACCIDENT

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 in which the Insured 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 usurped 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 Sportscover Europe Limited as underwriting agent.
- 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. The Insured Person becoming 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 benefit listed above.	

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 [Policy Schedule](#).
- 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 property 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. Written notice must be given to **Us** within 30 days (or as soon as reasonably 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. Written notice must be given to **Us** as soon as reasonably practicable 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 practising 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. We may cancel this Policy for any reason by giving written notice to You at Your last known address confirming that all cover will cease 30 days after the date of Our notice. We will return a rateable proportion of any Premium paid by You in respect of any unexpired cover (if any).
- 7.2. You may cancel this Policy within 14 days after the Inception Date by writing to Us and We will refund any Premium and Insurance Premium Tax that may have been collected provided that no Claim has been notified to Us. If You do not do so, the Insured is deemed to have accepted this Policy and to have agreed to be bound by its terms and conditions. Thereafter, the Insured has the right to cancel this Policy at any time by giving Us written notice at Our Registered Office. Cancellation will be effective upon receipt of the written notice by Us. If cancelled within 6 months of the Period of Insurance (from) date as detailed in The Schedule, We will return a rateable proportion less 1 calendar month of any Premium paid by the Insured in respect of any unexpired cover, provided that no Claim has been notified to Us. Thereafter no return Premium will be payable. The Insured will be responsible for cancelling any Direct Debit Mandate (if applicable).

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 Insurance Intermediary or the Claims Department at:

Sportscover Europe Ltd,
PO Box HQ 420,
St Helen's, 1 Undershaft,
London EC3P 3DQ
United Kingdom

Telephone: +44 (0)20 7398 4080
Fax: +44 (0)20 7398 4090,
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 reasonably practicable thereafter).

Complaints Procedure

- 9.1. It is always Our intention to provide a first class standard of service. However, if the Insured has any cause for complaint, in the first instance, please contact the Intermediary who arranged this insurance.

Should the matter not be resolved to the Insured's satisfaction please write to the Managing Director of:

Sportscover Europe Ltd,
PO Box HQ 420,
St Helen's, 1 Undershaft,
London EC3P 3DQ
United Kingdom

If the complaint is not dealt with to the Insured's satisfaction the matter at any time may be referred to:

Policyholder & Market Assistance,
Lloyd's,
One Lime Street,
London EC3M 7HA
United Kingdom

Complaints that cannot be resolved by the Complaints Department may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

Compensation

- 10.1. Lloyd's is a member of the Financial Services Compensation Scheme (FSCS). This scheme provides compensation in case any of its members go out of business or into liquidation and are unable to meet any valid claim under its policies. You may be entitled to compensation from the scheme if We cannot meet Our obligations. This depends on the type of business and the circumstances of the claim. The first £2,000 of a claim is protected in full. Above this threshold, 90% of remainder of the claim will be met. For compulsory classes of insurance, 100% of the claim will be met without any upper limit.

Contracts (Rights Of Third Parties) Act 1999

- 11.1. Only the Insured and Us can enforce, vary or rescind the terms of this insurance contract. The provisions of the Contracts (Rights of Third Parties) Act 1999 will not apply.

Data Protection Act 1998

- 12.1. It is understood by You 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 Claims, 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.

SCE SPW Sports Accident 02.13

SPORTSCOVER EUROPE LIMITED Registered in England & Wales No. 3726678

LONDON PO Box HQ 420, St Helen's, 1 Undershaft, London EC3P 3DQ
MELBOURNE 271 – 273 Wellington Road, Mulgrave, Vic. 3170
SHANGHAI 33rd Floor, Azia Center, 1233 Lujiazui Ring Road, Pudong, Shanghai 200120
SYDNEY Suite 305, 25 Lime Street, Sydney, NSW, 2000

Email: info@sportscover.com

Telephone: +44 (0)20 7398 4080
Telephone: +61 3 8562 9100
Telephone: +86 (0)21 6162 8245
Telephone: +61 2 8833 5800