



FootballGuard - Sports Accident Insurance (Senior/Junior)

This document is the Schedule Details which forms the basis for a Personal Accident Insurance granted under Contract No. CSPXXXX18708 underwritten on behalf of Lloyds Syndicate 4444 by Impact Underwriting Limited, Gallery 9, One Lime Street, London EC3M 4HA (the Underwriters) whose definitive numbers will be supplied on application and can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Policy Signing Office and in consideration of the premium specified herein, the said Underwriters are bound, each for his own part and not one for another, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon and sold by SportsCover Direct Limited (the Coverholder). The Schedule Details may only be amended or extended by written endorsement from the Underwriters and issued by the Coverholder. These Schedule Details should be attached to the Insurance Schedule, and the two read as one document.

GENERAL DEFINITIONS

The following words shall have the same meaning wherever they are used in this document. They are shown in **BOLD CAPITALS**. Words expressed in this document in the masculine gender are deemed to include the feminine gender.

ACCIDENT means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the Period of Insurance, and shall also include:

- (a) exposure resulting from a mishap to a conveyance in which the **INSURED** is travelling, and
- (b) **HIJACK** or attempt thereat and exposure resulting therefrom.

ACTIVITY/IES means sport/s or leisure events undertaken as a non-**PROFESSIONAL** and whilst participating in the **COUNTRIES COVERED** for which the appropriate premium has been paid.

AIR TRAVEL means being in or on or boarding a licensed aircraft flown by a pilot holding a valid pilots licence for the purpose of flying therein or alighting therefrom following a flight.

ANNUAL SALARY means wages, salaries, overtime, commissions and other considerations of constant character paid or allowed to the **INSURED** during the 12 months immediately preceding the date of the **ACCIDENT**.

BODILY INJURY means identifiable physical injury which:

- (a) is sustained by the **INSURED**, and
- (b) is caused by an **ACCIDENT**, and
- (c) solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the **INSURED** within twelve months from the date of the **ACCIDENT**.

CHILDREN/CHILD means any person under the age of 19 years at inception of the Insurance

COMUTING means time spent getting from home or place of business in the UK to the location where **INSURED** will be participating in an **ACTIVITY**.

COUNTRIES COVERED means all countries world-wide (including Commuting within the Home Country) except where the Travel Advice Unit at the Foreign & Commonwealth Office advises against travel.

HIJACK means unlawful seizure or wrongful exercise of control of an aircraft or conveyance, or the crew thereof, in which the **INSURED** is travelling as a passenger.

INSURED means person(s) named in the Insurance Schedule whilst participating in Amateur/non-**PROFESSIONAL** Sporting events.

LOSS OF HEARING means permanent, total and irrecoverable **LOSS OF HEARING** in both ears.

LOSS OF LIMB means loss by physical separation of a hand at or above the wrist or of a foot at/or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.

LOSS OF SIGHT means permanent, total and irrecoverable **LOSS OF SIGHT** in both eyes.

PERMANENT TOTAL DISABLEMENT means disablement which entirely prevents the **INSURED** from attending to any business or occupation of any and every kind and which lasts twelve months and at the expiry of that period is beyond hope of improvement.

PROFESSIONAL means any person who derives more than £4,000 pa income from his or her participation in a sport. NB. Any income from sports participation will be ignored when calculating Annual Earnings in relation to Personal Accident Benefits.

TEMPORARY TOTAL DISABLEMENT means disablement which entirely prevents the **INSURED** from attending to any business or occupation.

WEEKLY EARNINGS means one fifty-second part of **ANNUAL SALARY**

MEDICAL WARRANTY

It is warranted that for each **ACTIVITY** undertaken whilst covered by this **INSURANCE**, each **INSURED** is in good health, is fit to undertake the **ACTIVITY**, and is not doing so against medical advice. No claims for pre-existing medical conditions will be accepted unless declared when the insurance comes into force or when the health of the **INSURED** changes during the course of the insurance, and the condition is accepted in writing by the Underwriters. A Medical Questionnaire must be completed and submitted for acceptance by all persons aged over 70 years at the inception of this Insurance

RESIDENCY WARRANTY

It is warranted that the **INSURED** be resident in the United Kingdom or Republic of Ireland or an official BFPO address overseas (in which case Country of Residence is substituted for United Kingdom).

DATA PROTECTION ACT 1998

*It is understood by the **INSURED** that any information provided to the Underwriters regarding the **INSURED** will be processed by the Underwriters, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.*

CLAIMS NOTIFICATION

In the event of any occurrence likely to result in a claim under this Policy, notice shall be given immediately and in any event within 21 days to SportsCover Direct Limited. All documents required in support of a claim shall be produced by the **INSURED** and at the **INSURED**'s expense.

DISCLOSURE CLAUSE

The parties are free to choose the law applicable to the Insurance Contract. Unless specifically agreed to the contrary this Insurance shall be subject to English Law.

GENERAL CONDITIONS APPLYING TO ALL SECTIONS

1. The due observance and fulfilment of all the terms and conditions of the Insurance by the **INSURED** or anyone acting on his behalf insofar as they relate to anything to be done or complied with shall be a condition precedent to any liability of the Underwriters to make any payment under the Insurance.
2. The **INSURED** must exercise reasonable care to prevent **ACCIDENT**, loss or damage.
3. Any fraud, concealment or deliberate mis-statement either in the proposal on which the Insurance is based or in relation to any other matter affecting this Insurance or in connection with the making of any claim hereunder shall render this Insurance null and void and all claims hereunder shall be forfeited.
4. This Insurance shall be governed by English law and English courts alone shall have jurisdiction in any dispute hereunder.
5. Any enquiry or complaint should be addressed in the first instance to SportsCover Direct.
6. The **INSURED** shall give immediate notice to the Underwriters of any occurrence for which there may be liability under this Insurance and shall provide the Underwriters with such particulars as the Underwriters may require and shall forward to the Underwriters immediately on receipt every letter, writ, summons and process and shall advise the Underwriters in writing immediately the **INSURED** has knowledge of any impending prosecution, inquest or fatal accident enquiry in connection with the said occurrence

GENERAL EXCLUSIONS APPLYING TO ALL SECTIONS

This Insurance shall not cover any claims:

1. arising from **PROFESSIONAL** activities.
2. arising from sporting events or competition requiring a licence of proficiency to participate.
3. to any person over the age of 70 years at the time of his inclusion hereon unless Underwriters have specifically agreed to his inclusion hereunder.
4. loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss or expense: 1-War, hostilities or warlike operations (whether war be declared or not); 2 – Invasion; 3 - Act of an enemy foreign to the nationality of the **INSURED** person or the country in, or over, which the act occurs; 4 - Civil war; 5 - Riot, 6 – Rebellion; 7 – Insurrection; 8 – Revolution; 9 - Overthrow of the legally constituted government; 10 - Civil commotion assuming the proportions of, or amounting to, an uprising; 11- Military or usurped power; 12- Explosions of war weapons; 13 - Utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined; 14 - Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the **INSURED** person whether war be declared or not with that state or not; 15 – Terrorist Activity,

For the purpose of this exclusion;

- i) Terrorist Activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist Activity can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorist Activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s).
- ii) Utilisation of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radio activity capable of causing incapacitating disablement or death amongst people or animals.
- iii) Utilisation of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
- iv) Utilisation of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any action taken in controlling, preventing, or suppressing any, or all (1) to (15) above.

In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in

- full force and effect.
5. the loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss; or any legal liability of whatsoever nature; directly or indirectly caused by or contributed to by or arising from:
 - a) ionising radiation or contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or
 - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 6. directly or indirectly occasioned by, happening through or in consequence of the **INSURED** engaging in or taking part in
 - a) naval, military or air force service or operations;
 - b) driving or riding in motorsport events (other than quad bike/trike/go-kart under 250 cc) or participation in **PROFESSIONAL** sports, riding or driving motorised two-wheeled vehicles exceeding 125cc unless as part of an **ACTIVITY** for which the appropriate premium has been paid;
 - c) driving motorised vehicles for which the **INSURED** does not hold a full UK licence in circumstances requiring that such licence be held;
 - d) mountaineering activities whilst participating over 5000m and Scuba Diving, except where the **INSURED** is accompanied and does not exceed the depth to which he is qualified to or actually being trained to, and never in excess of 50m, unless specifically accepted by the Underwriters in writing.
 7. the **INSURED** engaging in **AIR TRAVEL** except as a passenger, or unless as agreed by the Underwriters;
 8. suicide or attempted suicide or intentional self-injury or the **INSURED** being in a state of insanity;
 9. Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or Human Immunodeficiency Virus (HIV) howsoever this syndrome has been acquired or may be named;
 10. deliberate exposure to exceptional danger (except in an attempt to save human life), or the **INSURED**'s own criminal act, or the **INSURED** being under the influence of alcohol or drugs taken under the direction of a Registered Medical Practitioner (but not taken for the treatment of drug addiction).

Section A – Personal Accident

If the **INSURED** sustains **BODILY INJURY** whilst participating in an **ACTIVITY** or **COMMUTING** during the Period of Insurance, the Underwriters will pay to the **INSURED** up to the Sums Insured in the Schedule of Benefits.

PROVISIONS

- 1 (a) Benefits shall not be payable under more than one of the items of the Schedule of Benefits in respect of the consequences of one **ACCIDENT** to any one **INSURED**, except for any Benefits payable following **TEMPORARY TOTAL DISABLEMENT**; and
 (b) No weekly benefits shall become payable until the total amount thereof has been ascertained and agreed. If, nevertheless, payment is made for weekly compensation, such amount so paid shall be deducted from any lump sum becoming claimable in respect of the same **ACCIDENT**.
2. The total sum payable under this Section in respect of any one or more **ACCIDENTS** to any one **INSURED** shall not exceed in all the largest Sum Insured under any one of the items contained in the Schedule of Benefits or added to this Section by endorsement.
3. If Item 1 of the Schedule of Benefits is not insured, then no claim shall be payable, other than for weekly benefits, in respect of any **ACCIDENT** which would have given rise to a claim under Item 1 had that item been covered.
4. If Item 1 of the Schedule of Benefits is insured and an **ACCIDENT** causes the death of the **INSURED** within twelve months following the date of the **ACCIDENT** and prior to the definite settlement of the benefit for disablement provided for under Items 2 to 5 of the Schedule of Benefits, there shall be paid only the benefits provided for in the case of death.
5. Benefits shall only be payable under items of the Schedule of Benefits if:
 - (a) Under Item 1, death occurs within twelve months of the date of the **ACCIDENT**,
 - (b) Under Items 2,3 and 4, loss occurs within twelve months of the date of the **ACCIDENT**,
 - (c) Under Item 5, the **INSURED** becomes totally disabled within twelve months of the date of the **ACCIDENT**, and such disablement lasts for twelve months.

CONDITIONS TO SECTION A

1. If the **INSURED** disappears during the Period of Insurance and his body is not found within one year after his disappearance, and sufficient evidence is produced satisfactory to the Underwriters that leads them inevitably to the conclusion that he sustained **BODILY INJURY** and that such injury caused his death in circumstances which would give rise to a claim under this Insurance, the Underwriters shall forthwith pay the death benefit under this Section provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the Underwriters if the **INSURED** is subsequently found to be living. This Condition shall only have effect if Item 1 of the Schedule of Benefits is **INSURED**.
2. Notice must be given to the Underwriters as soon as reasonably practicable of any **ACCIDENT** which causes or may cause a claim within the meaning of this insurance, and the **INSURED** must as early as possible place himself under the care of a duly qualified medical practitioner.
3. Notice must be given to the Underwriters as soon as reasonably practicable in the event of the **INSURED** resulting or alleged to result from an **ACCIDENT**.
4. It is a condition precedent to Underwriters' liability to pay compensation to the **INSURED** or his representatives, that all medical records, notes, and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical adviser appointed by or on behalf of Underwriters and that such medical adviser or advisers shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to make examination of the **INSURED**.

5. The **INSURED** shall provide the Underwriters with a note from his GP or other qualified medical practitioner stating the damage caused to the **INSURED** by the **ACCIDENT** and stating that the **INSURED** is unable to attend to any business or occupation and stating the anticipated date of recovery.

Section B – Broken Bone Benefit

If the **INSURED** suffers **BODILY INJURY** resulting in a bone fracture whilst participating in an **ACTIVITY** as stated in the Schedule of Benefits during the Period of Insurance the Underwriters will pay up to the Sums **INSURED** in the Schedule of Benefits.

EXCLUSIONS TO SECTION B

1. This section does not cover existing medical conditions unless agreed in writing by the underwriter, osteoporosis (diagnosed or known to the **INSURED**) or any other existing bone condition.
The total benefit will never exceed the top Sum Insured as a result of any one **ACCIDENT**.

Section C – Inconvenience Benefit

If the **INSURED** suffers **BODILY INJURY** whilst participating in an **ACTIVITY** as stated in the Schedule of Benefits during the Period of Insurance the Underwriters will pay for each complete 24 hour period that the **INSURED** is hospitalised as an in-patient:

1. Up to the Sum Insured as stated in C of the Schedule of Benefits
2. Up to the Sum Insured as stated in C of the Schedule of Benefits provided that the **INSURED** is a **CHILD**

EXCLUSIONS TO SECTION C

1. This Section does not cover the first complete 24 hours following admission and any claims more than 12 months following the date of the incident giving rise to the claim

Section D – Dependent Inconvenience Benefit

If the **INSURED** suffers **BODILY INJURY** whilst participating in an **ACTIVITY** as stated in the Schedule of Benefits during the Period of Insurance the Underwriters will pay for each complete 24 hour period that the **INSURED** is hospitalised as an in-patient:

1. Up to the Sum Insured as stated in D of the Schedule of Benefits provided that the **INSURED** is a **CHILD** (as defined)

EXCLUSIONS TO SECTION D

1. This Section does not cover the first complete 24 hours following admission and any claims more than 12 months following the date of the incident giving rise to the claim

Section E – Dental Fees

If the **INSURED** suffers **BODILY INJURY** whilst participating in an **ACTIVITY** as stated in the Schedule of Benefits during the

Period of Insurance the Underwriters will pay for the costs of Dental Fees that are reasonably and necessarily incurred for immediate relief of pain and repair of natural teeth and not exceeding the Sum Insured specified in the Schedule of Benefits.

EXCLUSIONS TO SECTION E

This Section does not cover:

1. the first £50 of each and every claim
2. cost of dentures, dental appliances, any repairs or costs for crowns, precious metals

Section F – Personal Liability

The Underwriters will indemnify the **INSURED** against all sums up to the Sum Insured stated in the Schedule of Benefits which the **INSURED** shall become legally liable to pay as damages including claimant's costs and expenses in respect of:

- (i) Accidental death of or **BODILY INJURY** to any person(s) in any one event, or
- (ii) Accidental loss of or damage to material property belonging to a third party, occurring whilst participating in an **ACTIVITY** as stated in the Schedule of Benefits during the Period of Insurance.
The Sum Insured shall be sub limited to:
 - (a) £500,000 any one claim per claimant in the same event for **BODILY INJURY**
 - (b) £300,000 any one claim per claimant in the same event for material property

PROVISIONS TO SECTION F

1. The liability of the Underwriters for all damages and claimant's costs and expenses payable in respect of any one occurrence or series of occurrences arising out of one source or original cause shall not exceed the Limit of Indemnity stated in the Schedule. In addition the Underwriters will pay all defence costs and expenses incurred with their written consent.
2. The meaning of the expression "bodily injury" as used in this Section shall not be limited to the definition that appears under General Definitions.

EXCLUSIONS TO SECTION F

The Underwriters shall not indemnify the **INSURED** in respect of:

1. **BODILY INJURY** sustained by
 - (i) any member of the **INSURED**'s family, or
 - (ii) any person who is under a contract of service with the **INSURED** and which arises out of and in the course of his employment by the **INSURED**.
2. Liability for loss of or damage to property belonging to or in the care custody or control of the **INSURED**, his family or of any servant or agent of the **INSURED**;
3. liability arising out of the ownership, possession or use by the **INSURED** of any land or buildings;
4. liability arising from the ownership, possession or the use under the control of the **INSURED** of any mechanically

- propelled vehicle, aircraft, hover craft or watercraft (other than hand propelled watercraft);
5. liability assumed by the **INSURED** by agreement unless such liability would have attached to the **INSURED** in the absence of such agreement;
 6. liability directly or indirectly occasioned by, happening through or in consequence of confiscation, nationalization, requisition, destruction of or damage to property by or under the order of any government or public or local authority.
 7. liability to any passenger of the **INSURED** whilst pursuing an aerial **ACTIVITY**;
 8. (i) the first £50 each and every claim
(ii) the first £100 each and every claim in respect of damages to property belonging to the third party

CONDITIONS TO SECTION F

1. In the event of a claim or series of claims resulting in liability of the **INSURED** to pay a sum in excess of the Limit of Liability the Underwriters' liability for defence costs and expenses incurred with their written consent shall be limited and shall not exceed an amount being in the same proportion as the Underwriters' payment to the **INSURED** bears to the total payment made by or on behalf of the **INSURED** in settlement of the claim or claims.
2. The Underwriters may at any time at their sole discretion pay to the **INSURED** the maximum sum payable under this Section in respect of any occurrence or any lesser sums for which the claim or claims arising from such occurrence can be settled and the Underwriters shall not be under any further liability in respect of that occurrence except for the payment of defence costs and expenses incurred prior to such payment and subject always to Condition 3.
3. No admission of liability or offer or promise or payment shall be made without the prior written consent of the Underwriters. The Underwriters shall be entitled at their discretion to take over and conduct in the name of the **INSURED**, the defence or settlement of any claim and to prosecute at their own expense and for their own benefit any claim for indemnity or damage against any other persons and the **INSURED** shall give all information and assistance required.

COOLING OFF PERIOD. If the Insurance does not meet with your requirements you may return the documentation within 14 days of the date of issue and provided no claim is made, obtain a full refund.

COMPLAINTS PROCEDURE

We are dedicated to providing you with a high quality service and we want to ensure that we maintain this at all times. If you feel that we have not offered you a first class service please write and tell us and we will do our best to resolve the problem.

If you have a problem or any questions or concerns about any aspect of your insurance, your policy or the handling of a claim you should, in the first instance, contact SportsCover Direct.

In the event that you remain dissatisfied and wish to make a complaint you can do so at any time by referring the matter to the Complaints Department at Lloyd's. There address is:-

Complaints Department, Lloyd's, One Lime Street, London EC3M 7HA.

Telephone: 020 7327 5693. Fax: 0207 7327 5225. e-mail: complaints@lloyds.com

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.

FINANCIAL SERVICES COMPENSATION SCHEME

Lloyd's insurers are covered by the Financial Services Authority's Compensation Scheme. You may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to you under this contract.

If you were entitled to compensation under the Scheme, the level and extent of compensation would depend on the nature of this contract. Further information about the Scheme is available from the Financial Services Compensation Scheme (7th floor Lloyd's Chambers, Portoken Street, London E1 8BN) and on their website: www.fscs.org.uk