



# **CERTIFICATE OF INSURANCE CLUBS AND TEAM SPORTS**

## **DEATH BY NATURAL CAUSES AND PERSONAL ACCIDENT**

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## IMPORTANT NOTICES

### Documentation

This document, the Schedule of Insurance, the Schedule of Benefits, and any endorsement(s) attaching to this document constitute the certificate, which is the insurance contract and sets out the terms of this insurance between the **insured club or team** and **us**.

### Information the insured club or team has provided

In deciding to provide the insurance under this certificate and in setting the terms of it, **we** have relied on the information the **insured club or team** has given **us** in respect of the **insured persons**. The information the **insured club or team** has given **us** in relation to the insurance under this certificate must be accurate and complete.

The **insured club or team** must tell **Sportsguard** as soon as possible, if either becomes aware that information the **insured club or team** has given in respect of the **insured persons** is inaccurate or incomplete, which includes any change in circumstances that results in the answers the **insured club or team** has given to questions asked becoming inaccurate or incomplete. Changes may affect the terms (including the cost) of this insurance, or **we** may cancel the certificate.

If the information the **insured club or team** has provided in respect of the **insured persons** is inaccurate or incomplete, **we** may:

- amend the terms of this certificate, which may be applied as if they were already in place prior to any claim, or
- reduce the amount **we** pay on a claim in the proportion that the premium paid bears to premium **we** would have charged the **insured club or team** in respect of the **insured person** concerned had the information not been inaccurate or incomplete, or
- treat this certificate as if it never existed in respect of the **insured person** concerned and the corresponding premium paid will be returned to the **insured club or team**. This will only be done if **we** would not have provided this insurance if the information had been accurate and complete.

If **we** establish that the **insured club or team** deliberately or recklessly provided false or misleading information, **we** will treat this certificate as if it never existed or treat this certificate as if it never existed in respect of the **insured person** concerned and decline all corresponding claims and **we** will not return any premium.

### Compliance with certificate terms

Where the **insured club or team** or the **insured person** or their personal representatives do not comply with any obligation to act in a certain way specified in this certificate, **we** reserve the right not to pay a claim.

### Defined terms

Certain words or phrases in this certificate have specific meaning as defined within this certificate and wherever these words appear in bold in this certificate the defined meanings shall apply. These defined words or phrases can be found under the Definitions section of this certificate.

### Understanding this policy

This certificate must be read in its entirety as conditions, exclusions and other limitations apply.

The certificate is made up of different classes of insurance, which are set out in separate sections of this certificate with specific terms applying to each section separately in addition to general terms applying to all sections. The cover the **insured club or team** has purchased or not purchased under this certificate is as shown in the Schedule of Benefits applicable to this certificate and the "**ADDITIONAL BENEFITS APPLICABLE TO PERSONAL ACCIDENT**" forming part of the Schedule of Benefits.

The **insured club or team** must ensure that the cover they have purchased under this certificate in respect of the **insured person(s)** is adequate.

If the **insured club or team** thinks there is a mistake in or a change needs to be made to this certificate, then they must immediately contact **us** via **Sportsguard**.

#### **Cooling-off period**

If the insurance provided under this certificate does not meet the **insured club or team's** requirements the **insured club or team** can cancel this certificate within 14 days from:

- the start date of the insurance provided under this certificate as shown under the **period of insurance**, or
- the date the **insured club or team** received this certificate,

whichever is the later.

In exercising their right to cancel in this way, the **insured club or team** withdraws from this contract of insurance from the start date as shown under the **period of insurance**, which means the insurance provided under this certificate will be treated as if it never existed and **we** will return the premium paid.

The **insured club or team** cannot cancel this certificate during this cooling-off period if:

- a claim has been made under this certificate, or
- the cover provided under the certificate is for a duration less than one month.

#### **Cancellation outside of the cooling-off period**

The **insured club or team** can also cancel this certificate at any time by writing to **Sportsguard**. Any return premium due to the **insured club or team** will depend on how long this certificate has been in force. If a claim has been made no refund of premium will be provided.

**We** can cancel this certificate by giving you thirty (30) days' notice in writing.

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

- Non-payment of premium;
- A change in risk occurring which means that **we** can no longer provide the **insured club or team** with insurance cover;
- Non-cooperation or failure to supply any information or documentation **we** request;
- Threatening or abusive behaviour or the use of threatening or abusive language.

In the event of cancellation by **us** the **insured club or team** must notify all **insured persons** of such cancellation.

The **insured person** may withdraw from the cover provided by this certificate at any time by giving notice to the **insured club or team**. No refund of premium will be payable.

**How to make a claim**

The **insured club or team**'s attention is drawn to General Condition 2, 'Making a claim'.

**Questions or concerns about this certificate and how to make a complaint**

If the **insured club or team** or the **insured person** has any questions or concerns about or are dissatisfied with this certificate, the servicing of it or the handling of a claim (or claims) under it, they should, in the first instance contact:

**Sportsguard** on behalf of The Admin Bureau Ltd

Address: One Overstone Heights, Overstone Road, Sywell, Northamptonshire, NN6 0AT  
Telephone: +44 (0) 1604 644277  
Email: [feedback@sportsguard.co.uk](mailto:feedback@sportsguard.co.uk)

stating the nature of their enquiry along with the certificate number as shown in the Schedule of Insurance and, if applicable, claim(s) references.

In the event that the **insured club or team** or the **insured person** wishes to make a complaint they can refer the matter to **Insurers** by contacting:

For Section 1: Cover for Death by Natural Causes:

The Complaints Team

Pulse Insurance Limited on behalf of Quantum Leben AG

Address: 6 Oxford Court, St James Road, Brackley, Northants, NN13 7XY  
Telephone: +44 (0) 1280 841 430  
Email: [customer.service@pulse-insurance.co.uk](mailto:customer.service@pulse-insurance.co.uk)

For Section 2: Cover for Personal Accident:

The Complaints Team

Tokio Marine Kiln

Address: 20, Fenchurch Street, London EC3M 3BY  
Telephone: +44 (0) 20 7886 9000  
Email: [complaints@tokiomarinekiln.com](mailto:complaints@tokiomarinekiln.com)

For Section 2 only, if the **insured club or team** or the **insured person** is not satisfied with **our** response, they may refer to Lloyd's by contacting:

The Complaints Team

Lloyd's

Address: One Lime Street, London EC3M 7HA  
Telephone: +44 (0) 7327 5693  
Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Facsimile: +44 (0) 7327 5225  
Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints' procedures are set out in a leaflet "Your Complaint – How Can We Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints).

If the **insured club or team** or the **insured person** remains dissatisfied after all the above, they may be able to refer the complaint to the United Kingdom's Financial Ombudsman Service (FOS) by contacting:

The FOS

Address: Exchange Tower, London E14 9SR

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Telephone: 0800 0234 567 (calls are free from fixed lines in the United Kingdom), or 0300 1239 123

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Making a complaint does not affect the rights of the **insured club or team** or the **insured person** to take legal action. However, the FOS will not adjudicate on any cases where litigation has commenced.

### **Compensation**

**We** are covered by the Financial Services Compensation Scheme (FSCS). The beneficiary of this insurance (according to General Condition 7, 'Payment of Benefits') may be entitled to compensation from the FSCS if in the unlikely event that **we** are unable to meet **our** obligations under this certificate. If the beneficiary of this insurance (according to General Condition 7, 'Payment of Benefits') is entitled to compensation under the FSCS, the level of compensation payable would depend on the nature of the insurance granted under this certificate.

Further information about the FSCS is available from the FSCS at the address immediately below or on their website: [www.fscs.org.uk](http://www.fscs.org.uk)

Financial Services Compensation Scheme

Address: PO Box 300, Mitcheldean, GL17 1DY

**Data protection statement**

For the purposes of this Notice, "**we/us/our**" includes Tokio Marine Kiln Syndicates Ltd and other insurers, **Sportsguard** and any agents. You/Your includes the Insured, and anyone who provides data to **Sportsguard**, or who is or becomes insured by Us under a contract of insurance (the Policy).

The security of data is very important to **us**, which **we** will handle with all appropriate security measures. **We** will collect and process data (including personal information) about any person insured under the Policy for its administration, the handling of claims and the provision of customer services and may share it with related entities and with trusted service providers and agents such as lawyers, as well as other parties such as anti-fraud databases, subject to proper instruction and control.

All data may be used by Us for generic risk assessment and modelling purposes but will not be used or passed to any other party for marketing products or services without Your express consent. All data provided by You about other individuals, such as family, friends or other associates, must be with their permission. It is Your responsibility to inform them about **Our** use of their data.

Data will not be retained for longer than necessary and will be deleted within seven years after expiry of the Policy unless it is further required for legal or regulatory reasons. You have a number of rights in relation to the data, including the right to request a copy of the information to correct any inaccuracies and in certain circumstances to have it deleted. Data transferred outside the European Economic Area will have equivalent protection.

**Our** handling of data is consistent with the London insurance market's Core Uses of Information Notice at <https://img.london/wp-content/uploads/2019/07/LMA-Insurance-Market-Information-Uses-Notice-post-enactment-31-05-2018.pdf>.

Further information on **our** use of your personal information is set out in **our** Privacy Notice at <https://www.tokiomarinekiln.com/privacy/>.

If further information is required as to how data is processed, or as to the exercise of any rights under any data privacy laws, You should contact **Sportsguard**:

Address: One Overstone Heights, Overstone Road, Sywell, Northamptonshire, NN6 0AT  
Telephone: 01604 644277  
Email: [feedback@sportsguard.co.uk](mailto:feedback@sportsguard.co.uk)

If You are/is not satisfied with the way in which any personal data has been managed, You may complain to the Information Commissioner's Office at:

Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, United Kingdom

Telephone: 0303 123 1113 (local rate)  
or 01625 545 745 (national rate)  
Email: [casework@ico.org.uk](mailto:casework@ico.org.uk)

**Insurance premium tax**

The premium payable under this certificate may be subject to compulsory Insurance Premium Tax, which shall be payable by the **insured club or team** at the appropriate rate. The applicable Insurance Premium Tax is included in the premium as shown in the Schedule of Insurance. The **insured club or team** should refer to **Sportsguard** if a breakdown of Insurance Premium Tax amounts is required.

In the event that the rate or application of Insurance Premium Tax changes during the **period of insurance** and any premium payable during the **period of insurance** is subject by law to such change or application, then that premium payable shall incorporate such change or application.

**Choice of law and jurisdiction**

By mutual agreement the **insured club or team** and **we** are free to choose the law applicable to this insurance. Unless specifically agreed otherwise, this insurance shall be subject to the laws of England and Wales and any dispute shall be handled in the courts of England.

**Sanction limitation and exclusion clause**

No insurer shall be deemed to provide cover and no insurer shall 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 that insurer 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.

**Agreement to insure**

The insurance provided under this certificate has been arranged through:

**Sportsguard** on behalf of The Admin Bureau Ltd

Address: One Overstone Heights, Overstone Road, Sywell, Northamptonshire, NN6 0AT

Telephone: 01604 644277

Email: [feedback@sportsguard.co.uk](mailto:feedback@sportsguard.co.uk)

The Admin Bureau Ltd is authorised and regulated by the Financial Conduct Authority (FCA), with the Financial Services number of: 305450.

Section 1 Cover for Death by Natural Causes

**Sportsguard** has arranged the insurance against **death by natural causes** provided under this certificate with Quantum Leben AG.

Section 2 Cover for Personal Accident

**Sportsguard** has arranged the insurance against accidental **bodily injury** provided under this certificate in accordance with the authorisation granted to it under a contract of delegated authority by Tokio Marine Kiln Syndicates 510 and 1880 at Lloyd's (the reference of the delegated authority agreement is as shown under the Agreement Reference, which can be found in the Schedule of Insurance).

This certificate is an insurance contract between:

**us**

and

the **insured club or team**.

Provided the premium (including the applicable insurance premium tax) has been paid by the **insured club or team**, **we** shall provide the insurance in accordance with the terms of this certificate.

Only the **insured club or team** or the **insured person** and **we** can enforce the terms of this certificate. The Contracts (Rights of Third Parties) Act 1999 will not grant any additional rights under this certificate in favour of any third party, but this does not affect any legal right or remedy of a third party which exists or is available apart from such Act.

This certificate must be made available to all **insured persons**.

**Our** regulatory status:

Section 1-Cover for Death by Natural Causes

Quantum Leben AG are authorised and regulated in the European Economic Area and are authorised in the UK under Financial Services Reference number of: 450186.



Section 2 Cover for Personal Accident

Tokio Marine Kiln Syndicates Limited is registered at Lloyd's and authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Firm Reference Number 204909.

Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

For both Sections 1 and 2, the above can be checked and further details obtained from:

[www.bankofengland.co.uk](http://www.bankofengland.co.uk) for the PRA, and <https://register.fca.org.uk> for the FCA

**Definitions**

In this certificate:

**"accident(s)"** means a sudden, unexpected, unusual specific event which occurs at an identifiable time and place during the **operative time**, but shall also include exposure resulting from a mishap to a conveyance in which the **insured person** is travelling.

**"annual salary"** means the gross salary or wages payable per annum (excluding bonus payments or overtime) to the **insured person** as remuneration for services provided immediately preceding the date of the **accident** giving rise to **bodily injury**.

**"as an amateur"** means participation in an activity which the **insured person** does not use as his or her main means of livelihood.

**"bodily injury"** means an identifiable physical injury which:

- (a) is sustained by the **Insured person**, and
- (b) is caused by an **accident**, and
- (c) solely and independently of any other cause directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the **insured person** within 12 months from the date of the **accident**.

**"death by natural causes"** means the death of the **insured person** arising directly as a result of natural causes, the symptoms of which first manifest themselves during the **operative time** and from which death occurs within 14 days of such symptoms first manifesting themselves.

**"dislocation"** means **dislocation** for the first time only of a body part listed below requiring surgery under anaesthesia: hip; kneecap; shoulder; or elbow.

**"emergency dental expenses"** means fees incurred in respect of dental treatment for the immediate relief of pain only which is deemed necessary by a registered dental practitioner.

**"excess period"** means that this policy excludes the first number of days after the date of disablement shown on the Schedule of Benefits where noted as the **excess period**.

**"fracture of a bone"** means a **fracture of a bone**:

- (a) in the arm (at or above the wrist),
- (b) in the leg (at or above the ankle),
- (c) in the hand excluding fingers,
- (d) in the foot excluding toes,
- (e) in the collarbone,
- (f) in the cheekbone,
- (g) in the jaw,
- (h) in the fingers,
- (i) in the toes,
- (j) in the hip,
- (k) in the rib,
- (l) in the shoulder (scapula), or
- (m) in a growth plate (also known as a Salter Harris Type 1),

which necessitates hospital treatment and application of medical treatment to aid the recovery of the fracture, and which cannot be removed by the **insured person**. It does not include:

- (a) the resetting of a bone, or
- (b) any secondary application of a plaster cast or other solid cast.

**"hospital confinement"** means confinement as an in-patient in a hospital which provides medical or surgical treatment and 24 hour-a-day care by qualified physicians and nursing staff.

**"insured club or team"** as shown in the Schedule of Insurance.

**"insured person(s)"** as shown in the Schedule of Insurance.

**"insured sport"** as shown in the Schedule of Insurance.

**"loss of hearing"** means total and irrecoverable **loss of hearing**.

**"loss of sight"** means total and irrecoverable **loss of sight**.

**"loss of internal organ"** means total and permanent loss by removal, or effective loss of use of one lung or one kidney, the spleen, or the liver.

**"loss of limb"** means:

- (a) in respect of arm or upper limb: permanent loss by physical separation of a complete hand at or above the wrist or total loss of use of a complete arm or hand.
- (b) in respect of leg or lower limb: permanent loss by physical separation of a foot at or above the ankle or total loss of use of a complete foot or leg.

**"loss of speech"** means total and irrecoverable **loss of speech**.

**"operative time"** means the period of time within the **period of insurance** during which the **insured person** is participating **as an amateur** in official club or team events and matches organised by the **insured club or team** including official training or practice sessions and whilst travelling thereto and therefrom in an organised party under the jurisdiction of the **insured club or team**, within the Geographical Limits stated in the Schedule of Insurance.

**"paraplegia"** means complete paralysis of the lower half of the body including both legs.

**"period of insurance"** means the period between the inclusive dates as shown in the Schedule of Insurance.

**"permanent facial scarring"** means visible scar tissue in the area from the hairline to and including the lower jaw.

**"permanent bodily scarring"** means visible scar tissue on the arm, leg, neck or torso.

**"permanent total disablement"** means disablement which has lasted for at least 12 months and which in **our** opinion is beyond hope of recovery and will in all probability continue for the remainder of the **insured person's** life, and will prevent the **insured person** from engaging in or giving attention to:

- (a) his or her **usual occupation** if in gainful employment.
- (b) business, profession or occupation of any and every kind if the **insured person**:
  - (i) is not in gainful employment.
  - (ii) is employed solely as a footballer.
  - (iii) has football as his or her main employment.
- (c) business, schooling, profession or occupation of any and every kind if the **insured person** is under 16 years of age or under 18 years of age and in full time education.

**"quadriplegia"** means complete paralysis of all four limbs.

**"qualified medical practitioner"** means a doctor or specialist who is registered or licensed to practise medicine under the laws of the country in which he or she practises other than:

- (a) an **insured person**.
- (b) a relative or partner of an **insured person**.

**"Sportsguard"** means the party on behalf of The Admin Bureau Ltd, who has arranged this insurance and who act on **our** behalf.

Address: One Overstone Heights, Overstone Road, Sywell, Northamptonshire, NN6 0AT  
Telephone: 01604 644277  
Email: [feedback@sportsguard.co.uk](mailto:feedback@sportsguard.co.uk)

**"student"** means an **insured person** who is in full time education enrolled either with a school, college or university.

**"temporary total disablement"** means disablement which temporarily and totally prevents the **insured person** from attending to:

- (a) their **usual occupation** if in gainful employment.
- (b) business, profession or occupation of any and every kind if the **insured person**:
  - (i) is not in gainful employment;
  - (ii) is employed solely as a footballer.
  - (iii) has football as his or her main employment.
- (c) business, schooling, profession or occupation of any and every kind if the **insured person** is under 16 years of age or under 18 years of age and in full time education.

**"usual occupation"** means the tasks, duties and other functions which the **insured person** normally performs in connection with his or her occupation for which he or she is engaged in for 16 hours or more per week.

**"we/our/us"** means, in [Section 1](#), Quantum Leben AG, and in [Section 2](#), Tokio Marine Kiln Syndicates 510 and 1880 at Lloyd's.

**"weekly wage"** means the average of the gross weekly amount (or in the case of salaried employees 1/52nd of the **annual salary**) payable to the **insured person** as a wage or salary for services provided as set out in the **insured person's** contract of employment, (excluding bonus and overtime payments) in the 13 weeks immediately preceding the date of commencement of the period of **temporary total disablement**.

**"working day"** means each complete day of **temporary total disablement** during which, had it not been for the disablement, the **insured person** would normally have been working or engaging fully in his or her **usual occupation**.

**Section 1**

**Cover for Death by Natural Causes**

**We** will pay the sum insured in accordance with the Schedule of Benefits in the event of the **insured person's death by natural causes** only.

Provided always that:

1. benefit will not be paid by **us** if the death of the **insured person** occurred as a result of an **accident**.
2. benefit will not be paid by **us** if prior to the event giving rise to a claim the **insured person**:
  - (a) had been given a terminal prognosis due to natural causes; and
  - (b) had passed their 55th birthday, unless specified otherwise in the Schedule of Insurance.

**Section 2**

**Cover for Personal accident**

**We** will pay the sum insured in accordance with the Schedule of Benefits in the event of the **insured person** sustaining **bodily injury**.

Provided always that:

- (a) benefit shall not be payable under more than one of the **loss of sight, loss of limb, loss of speech, loss of hearing, quadriplegia, paraplegia**, permanent partial disablement or **permanent total disablement** benefits;
- (b) no **temporary total disablement** benefit shall become payable until the total amount thereof has been ascertained and agreed. Where any payment is made for **temporary total disablement** benefit, the amount so paid shall be deducted from any lump sum subsequently payable in respect of the same **accident**. the total sum payable under this section in respect of any one or more **accident** to any one **insured person** shall not exceed in all the largest benefit under any one of the **loss of sight, loss of limb, loss of speech, loss of hearing, quadriplegia, paraplegia**, permanent partial disablement or **permanent total disablement** benefits; except for any of the covered benefits 1 to 25 of the "**ADDITIONAL BENEFITS APPLICABLE TO PERSONAL ACCIDENT**" which are payable in addition.

- 1. if death by **accident** in the Schedule of Benefits is not covered, then no claim shall be payable, other than for:
  - (i) **temporary total disablement**; and
  - (ii) any of the covered benefits 6 to 25 of the "Additional Benefits";

in respect of any **accident** which would have given rise to a claim for death had that item been covered.

- 2. if death by **accident** of the Schedule of Benefits is covered and an **accident** causes the death of the **insured person** within 12 months following the date of the **accident** and prior to the definite settlement of the benefit for disablement provided for under:
  - (i) the **loss of sight, loss of limb, loss of speech, loss of hearing, quadriplegia, paraplegia**, permanent partial disablement or **permanent total disablement** benefits; and
  - (ii) any of the covered benefits 1 to 5 of the "**ADDITIONAL BENEFITS APPLICABLE TO PERSONAL ACCIDENT**";

there shall be paid only the benefit provided for in the case of death.

- 3. Entitlement to compensation under the **loss of sight, loss of limb, loss of speech, loss of hearing, quadriplegia, paraplegia**, permanent partial disablement and **permanent total disablement** benefits and any of the covered benefits 1 to 5 of the "Additional Benefits" shall cease on the **insured person** attaining 75 years of age, unless specified otherwise in the Schedule of Insurance;
- 4. Entitlement to compensation under the **temporary total disablement** benefit shall not be payable to **insured persons** under 16 years of age.
- 5. Entitlement to compensation under the **temporary total disablement** benefit in respect of **insured persons** in gainful employment is as follows:

Where the 65% criterion of the **temporary total disablement** benefit is applied to an **insured person** and the resulting amount falls below the sum insured that would apply to an **insured person** who is not in gainful employment, **we** shall in respect of that **insured person** apply the amount of the sum insured applicable to a person not in gainful employment.

**General exclusions applicable to the whole of this policy**

1. War, whether war be declared or not, hostilities or any act of war or civil war.
2. Radioactive contamination.
3. The **insured person** engaging or taking part in a sport or activity other than the **insured sport**.
4. Suicide or attempted suicide.
5. Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) however this has been acquired or may be named.
6. The **insured person's** deliberate exposure to exceptional danger (except in an attempt to save human life or stop serious injury) or the **insured person's** own criminal act or the **insured person** being under the influence of alcohol or drugs or solvents.
7. Failure of the **insured person** to wear such mandatory protective equipment as may be stipulated by the appropriate governing body of the **insured sport**.
8. The **insured person's** participation in the **insured sport** against medical advice.
9. The **insured person** taking part in the **insured sport** whilst under medical treatment for **bodily injury**.
10. Any medical condition caused by, prolonged by or aggravated by any psychiatric, mental or nervous disorder of the **insured person**, including anxiety and/or depression.
11. The **insured person's** participation in motor cycling other than in respect of mopeds or scooters up to 50cc.
12. The **insured person's** participation in social events of the **insured club or team** which includes but are not limited to fireworks, bonfires, driving events, bouncy castles, water sports or any activity above 3 meters of the ground.
13. Repetitive stress (strain) injury or syndrome or any other condition or injury which develops over a period of time.
14. Death or disablement caused deliberately or accidentally by the use of, or inability to use, any application, software or programme in connection with any electronic device (for example a computer, laptop, smartphone, tablet or internet-capable electronic device).
15. No benefits are payable where the disablement is attributable to arthritic or other degenerative conditions in the joints, bones, muscles, tendons or ligaments.

**General conditions applicable to the whole of this policy**

**1. Proportionate temporary total disablement benefit**

Where a period of **temporary total disablement**, or part thereof, is less than a complete week the amount payable for each **working day** shall be pro rata of the **insured person's weekly wage**.

**2. Making a claim**

- (a) In the event of claim for death under the **death by natural causes** or death by **accident** benefits in the Schedule of Benefits, notice must be sent to **us** via **Sportsguard** as soon as is reasonably practicable.
- (b) In the event of a claim for any reason other than death, notice must be sent to **us** via **Sportsguard** as soon as reasonably practicable of any **accident** which may give rise to a claim under this certificate and the **insured person** must as early as possible place himself or herself under the care of a **qualified medical practitioner**.
- (c) The **insured person** or his or her representatives must agree 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 advisor appointed by **us** and that such medical advisor shall be allowed so often as may be deemed necessary to make an examination of the **insured person** for the purpose of reviewing the claim.

The contact details of **Sportsguard** are:

Address: One Overstone Heights, Overstone Road, Sywell, Northamptonshire, NN6 0AT  
Telephone: 01604 644277  
Email: [feedback@sportsguard.co.uk](mailto:feedback@sportsguard.co.uk)

**3. Due diligence**

The **insured club or team** and the **insured person** shall use due diligence and do all things reasonably practicable to avoid or diminish any loss under this insurance and shall maintain all sporting equipment in good order.

**4. Membership of the insured club or team**

The **insured person** or his or her representative shall provide **us** via **Sportsguard** with proof of registration and membership of the **insured club or team** if required prior to the payment of any claim.

The **insured club or team** must declare and insure all teams under its control or organisation playing the **insured sport** at the inception of this insurance and any team formed at a later date must be proposed immediately to **us** via **Sportsguard** and added to this insurance at the appropriate additional premium.

**5. Fraudulent claims by the insured club or team or the insured person**

By the **insured club or team**:

- (a) If the **insured club or team** makes a fraudulent claim under this certificate, **we**:
  - (i) are not liable to pay the claim.
  - (ii) may recover from the **insured club or team** any sums paid by **us** to the **insured club or team** in respect of the claim.
  - (iii) may by notice to the **insured club or team** treat the certificate as having been terminated with effect from the time of the fraudulent act; and
  - (iv) need not return any of the premiums paid.

By the **insured person**:



If a fraudulent claim is made under this certificate by or on behalf of an **insured person**, **we** may exercise the rights set out in General Condition 5 (a) above as if there were an individual insurance certificate between **us** and the **insured person**. However, the exercise of any of those rights shall not affect the cover provided under the contract for any other **insured person**.

**6. Assignment**

Subject to General Condition 7, 'Payment of benefits', the benefits under this certificate may not be assigned by the **insured person**. **We** shall not be bound to accept or be affected by any notice or any trust, charge, lien, purported assignment or other dealing in relation to this certificate.

**7. Payment of benefits**

Notwithstanding General Condition 6, 'Assignment', where in relation to any claim the **insured club or team** at its discretion, directs **us** to do so, **we** shall pay benefits to the following beneficiaries:

Benefit	Beneficiary
death from natural causes	See below
death by <b>accident</b>	See below
all benefits other than <b>death by natural causes</b> or death by <b>accident</b>	<b>insured person</b> (If the <b>insured person</b> is under 18 years <b>we</b> will pay the parent or legal guardian of the <b>insured person</b> )

In the event of a claim under the **death by natural causes** or death by **accident** benefit in the Schedule of Benefits, **we** will pay the **insured person's** legal representative where the **insured person** has died leaving a will. Where the **insured person** has died without leaving a will the rules of intestacy according to the laws of England and Wales shall apply. Further information is available on: <https://www.gov.uk/inherits-someone-dies-without-will>

Payment of benefits under this certificate and receipt of such payment shall be a full discharge of **our** liability in respect of any claim.

## **ADDITIONAL BENEFITS APPLICABLE TO PERSONAL ACCIDENT**

The following additional benefits are applicable to the personal accident section of this policy where shown as 'Covered' in the "**ADDITIONAL BENEFITS APPLICABLE TO PERSONAL ACCIDENT**" section of the Schedule of Insurance.

The sums insured for each additional benefit shall apply in addition to any other covered benefits for **loss of sight, loss of limb, loss of speech, loss of hearing, quadriplegia, paraplegia**, permanent partial disablement or **permanent total disablement**. The following endorsements shall apply in respect of such additional benefits and are subject to the terms, conditions, limitations and exclusions of this certificate.

### **1. Fracture of a bone**

If during the **operative time** an **accident** occurs and causes **bodily injury** to an **insured person** resulting in **fracture of a bone, we** will pay the sum insured as shown in the Schedule of Benefits. In the event of multiple fractures of a bone as a result of the same **accident** the sum insured will apply only once. **We** will consider a fractured growth plate (also known as a Salter Harris Type 1) to be a **fracture of a bone**.

In the event of the fracture and **dislocation** of a joint due to the same **accident**, only the **fracture of a bone** benefit in the Schedule of Benefits will be paid.

### **2. Dislocation of the hip, kneecap, shoulder or elbow**

If during the **operative time** an **accident** occurs and causes **bodily injury** to an **insured person** resulting in a **dislocation, we** will pay the sum insured as shown in the Schedule of Benefits. The sum insured shown is the maximum **we** will pay for all **dislocations** due to one **accident**.

**We** will not pay for **dislocation** of the hip, kneecap, shoulder or elbow if the joint has previously been dislocated.

In the event of the **dislocation** and **fracture of a bone** due to the same **accident**, only the **fracture of a bone** benefit in the Schedule of Benefits will be paid.

### **3. Snapped/ruptured achilles tendon or anterior cruciate ligament**

If during the **operative time** an **accident** occurs and causes **bodily injury** to an **insured person** resulting within 12 months in the requirement for surgery for either a repair to a snapped/ruptured Achilles Tendon or Anterior Cruciate Ligament, **we** will pay the sum insured as shown in the Schedule of Benefits.

### **4. Loss of internal organ**

If during the **operative time** an **accident** occurs and causes **bodily injury** to an **insured person** and as a direct result of that **bodily injury** the **insured person** sustains **loss of internal organ, we** will pay the sum insured as shown in Schedule of Benefits, for one or more organs.

### **5. Facial and bodily scarring**

If during the **operative time** an **accident** occurs and causes **bodily injury** to an **insured person** resulting in:

- (a) **permanent facial scarring** (in the area from the hairline to and including the lower jaw) of more than 4 centimetres in length; or
- (b) **permanent bodily scarring** of more than 15cm in length (on the arm, leg, torso or neck);

**we** will pay the sum insured as shown in the Schedule of Benefits.

### **6. Emergency dental expenses**

If during the **operative time** an **accident** occurs solely by a force external to the mouth and causes **bodily injury** to an **insured person's** sound and natural teeth which necessitates emergency pain relief, **we** will pay up to the sum insured as shown in the Schedule of Benefits in respect of **emergency dental expenses**.

#### **7. Hospital confinement**

If during the **operative time** an **accident** occurs and causes **bodily injury** to an **insured person** resulting in a **hospital confinement** of at least 24 hours **we** will pay the sum insured for up to the benefit period, both as shown in Schedule of Benefits, for each day of confinement.

#### **8. Concussion**

If during the **operative time** an **accident** occurs and causes **bodily injury** to an **insured person** resulting in a permanent brain damage state in response to repeated concussion, **we** will pay the sum insured as shown in Schedule of Benefits.

To validate such a claim the following will be required:

- access to the **insured person's** medical records that show clearly marked cases of concussion.
- independent medical examination to be performed to validate the degree of permanent brain damage.

#### **9. Rehabilitation retraining expenses**

In the event of a valid claim under one of the following benefits in the Schedule of Benefits:

- (a) **quadriplegia**; or
- (b) **paraplegia**; or
- (c) **permanent total disablement** benefit.

**we** will pay for reasonable expenses necessarily incurred within 24 months of the date of an **accident** to rehabilitate and/or retrain the **insured person** for an alternative occupation, up to the sum insured as shown in Schedule of Benefits.

This benefit is subject to **our** prior approval being obtained.

#### **10. Academic examination re-sit**

If during the **operative time** an **accident** occurs and causes **bodily injury** to an **insured person** resulting in a valid claim under one of the following benefits in the Schedule of Benefits:

- (a) **temporary total disablement**; or
- (b) 'Student tutorial expenses';

**we** will pay up to the sum insured as shown in the Schedule of Benefits where the **insured person** is unable to attend his or her academic examinations. **We** will pay the irrecoverable examination re-sit fees in respect of all reasonable costs necessarily incurred in re-sitting the examinations for a period of up to 12 consecutive weeks or less.

To validate such a claim the following will be required:

- medical certificates to confirm the **insured person** is unable to attend the school, college or university academic examination.
- invoices/receipts to evidence costs the **insured person** has incurred from the examination board for the re-take examination.

#### **11. Disability assistance expenses**

If during the **operative time** an **accident** occurs and causes **bodily injury** to an **insured person** resulting in a valid claim under one of the following benefits in the Schedule of Benefits:

- (a) **quadriplegia**; or
- (b) **paraplegia**; or
- (c) **permanent total disablement**.

**we** will pay up to the sum insured as shown in the Schedule of Benefits for reasonable expenses necessarily incurred for alterations that have to be made to the **insured person's** home and/or car to cater for the practical changes involved in living with the disablement.

#### **12. Emergency medical expenses**

If during the **operative time** an **accident** occurs and causes **bodily injury** to an **insured person**, **we** will pay up to the sum insured as shown in the Schedule of Benefits for any additional reasonable medical expenses necessarily incurred for immediate and urgent treatment including the cost of radiography after referral from a **qualified medical practitioner**.

#### **13. Student tutorial expenses**

If during the **operative time** an **accident** occurs and causes **bodily injury** to an **insured person** resulting in a valid claim under the **temporary total disablement** benefit in the Schedule of Benefits, **we** will pay after the **excess period**, up to the sum insured as shown in Schedule of Benefits for expenses which relate to providing a personal home tutor or necessary additional expenses required to attend the usual school, college or university where the **insured person** is a **student**.

To validate such a claim the following will be required:

- medical certificates to confirm the **insured person** is not able to undertake his or her usual duties at the school, college or university.
- invoices or receipts to evidence additional costs the **insured person** has incurred.

#### **14. Coma benefit**

If during the **operative time** an **accident** occurs and causes **bodily injury** to an **insured person** resulting in the **insured person** falling into a coma, **we** will pay the sum insured for up to the benefit period, both as shown in the Schedule of Benefits, for each day the **insured person** is in a continuous unarousable state.

#### **15. Medical certification expenses**

If during the **operative time** an **accident** occurs and causes **bodily injury** to an **insured person** resulting in a valid claim under one of the following benefits in the Schedule of Benefits:

- (a) **loss of sight**; or
- (b) **loss of limb**, or
- (c) **loss of speech**, or
- (d) **loss of hearing** in one or both ears, or
- (e) **quadriplegia**, or
- (f) **paraplegia**, or
- (g) **permanent total disablement**; or
- (h) **loss of internal organ**;

**we** will pay up to the sum insured shown in the Schedule of Benefits to reimburse costs incurred for the issuance of a medical certificate by a **qualified medical practitioner**.

**16. Funeral expenses**

If during the **operative time** an **accident** occurs and causes **bodily injury** to an **insured person** resulting in a valid claim under the death by **accident** benefit in the Schedule of Benefits, **we** will pay up to the sum insured as shown in the Schedule of Benefits towards the receipted costs of funeral arrangements.

**17. Specialist consultant fees**

If during the **operative time** an **accident** occurs and causes **bodily injury** to an **insured person** and due to that **bodily injury** the **insured person** is referred to a private medical consultant by a **qualified medical practitioner** in order to obtain a specialist medical opinion, **we** will pay up to the sum insured as shown in the Schedule of Benefits towards the receipted cost of such consultant's fees.

**18. Pre-paid season or travel tickets**

If during the **operative time** an **accident** occurs and causes **bodily injury** to an **insured person** resulting in a valid claim under the **temporary total disablement** benefit in the Schedule of Benefits, **we** will pay up to the sum insured as shown in the Schedule of Benefits in respect of all irrecoverable prepaid receipted expenses that have been incurred for travel tickets, training courses, subscription fees and permits from which the **insured person** is unable to benefit as a result of such **bodily injury**.

**19. Physiotherapy benefit**

If during the **operative time** an **accident** occurs and causes **bodily injury** to an **insured person** resulting in a valid claim under one of the following benefits in the Schedule of Benefits:

- (a) **temporary total disablement** benefit; or
- (b) **fracture of a bone** benefit; or
- (c) **dislocation** of the hip, kneecap, shoulder or elbow benefit; or
- (d) snapped, ruptured achilles tendon or anterior cruciate ligament benefit;

**we** will pay 50% of the receipted cost of each session of necessary physiotherapy up to the sum insured as shown in Schedule of Benefits for each session and the maximum number of sessions, subject to all physiotherapy sessions being completed within six months of the date of the **bodily injury**. This cover does not apply if the physiotherapy sessions have been received under the National Health Service (NHS) or claimed for under a private medical insurance or any other insurance or from any other source.

**20. Additional travel costs**

If during the **operative time** an **accident** occurs and causes **bodily injury** to an **insured person** and as a direct result of that **bodily injury** the **insured person** incurs additional expenses to travel to a hospital or medical treatment centre, **we** will pay up to the sum insured as shown in Schedule of Benefits in respect of reasonable and documented travel costs.

**21. Childcare expenses**

If during the **operative time** an **accident** occurs and causes **bodily injury** to an **insured person** resulting in a valid claim under one of the following benefits in the Schedule of Benefits:

- (a) **loss of sight**; or
- (b) **loss of limb**; or
- (c) **loss of speech**; or
- (d) **loss of hearing** in both ears; or
- (e) **quadriplegia**; or

- (f) **paraplegia**; or
- (g) **permanent total disablement**; or
- (h) **loss of internal organ**;

**we** will pay, after the **excess period**, up to the sum insured for up to the benefit period, both as shown in the Schedule of Benefits, for additional costs incurred in respect of childcare expenses, other than expenses charged by a close member of the **insured person's** family.

## 22. **Chauffeur expenses**

If during the **operative time** an **accident** occurs and causes **bodily injury** to an **insured person** resulting in a valid claim under one of the following benefits in the Schedule of Benefits:

- (a) **loss of sight**; or
- (b) **loss of limb**; or
- (c) **loss of speech**; or
- (d) **loss of hearing** in both ears; or
- (e) **quadriplegia**; or
- (f) **paraplegia**; or
- (g) **permanent total disablement**; or
- (h) **loss of internal organ**;

**we** will pay, after the **excess period**, up to the sum insured for up to the benefit period, both as shown in the Schedule of Benefits for additional reasonable costs incurred in respect of chauffeur expenses, other than expenses charged by a close member of the **insured person's** family.

## 23. **Home assistance benefits**

If during the **operative time** an **accident** occurs and causes **bodily injury** to an **insured person** resulting in a valid claim under **temporary total disablement** of the Schedule of Benefits, **we** will pay, after the **excess period**, up to the sum insured for up to the benefit period, both as shown in the Schedule of Benefits, for additional costs incurred in respect of household duties that the **insured person** is unable to perform, other than expenses charged by a close member of the **insured person's** family.

To validate such a claim the following will be required;

- Invoices or receipts to evidence additional costs.

This benefit will not be payable to any **insured person** who receives any form of income or other benefits which would include but not be limited to State benefits.

## 24. **Broken or damaged sports glasses**

If during the **operative time** an **accident** occurs and causes **bodily injury** to an **insured person** resulting in the **insured person's** prescription sports glasses being broken or damaged, **we** will at **our** option replace or pay for the damage of the prescribed sports glasses up to the sum insured as shown in the Schedule of Benefits.

To validate such a claim the following will be required:

- Invoices or receipts to evidence additional costs.

## 25. **Damage to clothing by a medical practitioner**

If during the **operative time** an **accident** occurs and causes **bodily injury** to an **insured person** resulting in the **insured person's** clothing being damaged by a medical practitioner at the time of treating the **insured person**, we will pay up to the sum insured as shown in the Schedule of Benefits for costs incurred to replace the **insured person's** damaged clothing.

To validate such a claim the following will be required:

- Invoices or receipts to evidence additional costs.

**26. Legal advice or counselling**

During the **period of insurance**, you may obtain personal legal advice or access to counselling. For further details please contact **Sportsguard**.

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