



XL CATLIN

Policy
Sport & Leisure Personal Accident Insurance

Form S&LA 0516 - CICL UK

Policy

Table of Contents

Section	Page
1 Introduction	2
2 Policy Definitions	3
3 Insuring Agreement	6
4 Benefit Conditions	7
5 Policy Exclusions	8
6 Policy Conditons	9
7 Complaints Procedure	13

This policy is underwritten by Catlin Insurance Company (UK) Ltd.

Registered office: 20 Gracechurch Street, London, EC3V 0BG United Kingdom

Registered in England No. 5328622

Catlin Insurance Company (UK) Ltd. is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308)

1 Introduction

The terms and conditions of this insurance are set out in this policy booklet and any **Endorsement(s)**, which should be read as one document.

Please read the terms and conditions carefully (including the Policy Conditions section below) and make sure that this insurance meets **Your** needs. If any corrections or alterations are necessary or if there is anything **You** do not understand, please contact **Your** broker through whom this insurance was arranged.

This insurance is not valid unless it has been initialled by an authorised employee of the **Insurer**.

2 Policy Definitions

In this policy, certain words or phrases appear in **bold** and are specially defined. The special definitions used are as follows:

- 2.1 **Accident** shall mean a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place.
- 2.2 **Act of Terrorism** shall mean an act, including the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- 2.3 **Benefit** shall mean the financial benefits set out in the Benefits Schedule of this insurance.
- 2.4 **Bodily Injury** shall mean identifiable physical injury which is diagnosed by a **Medical Practitioner** and which occurs, independently of any **Illness**.
- 2.5 **Business** shall mean the activities directly connected with the Business of the **Insured** stated in the Schedule.
- 2.6 **Claim Time Limit** shall mean the period of time the **Insured Person** has to make a claim under this insurance following an **Accident** which unless otherwise stated in the Schedule is twelve (12) months.
- 2.7 **Death** shall mean death and shall include disappearance, provided that the Insured Person is not found within twelve (12) months of disappearing and all evidence shows that it is more likely than not that the **Insured Person** has died.
- 2.8 **Endorsement(s)** shall mean a change in the terms and conditions of this insurance which could extend or restrict cover.
- 2.9 **Event** shall mean a sudden, unforeseen and identifiable occurrence which takes place in its entirety at a defined time and place. All **Events** or series of **Events** consequent upon, or attributable to, one source or original cause shall be regarded as a single **Event** for the purpose of this insurance.
- 2.10 **Event Aggregate Limit** shall mean the maximum amount as stated in the Schedule for which the **Insurer** will be liable in respect of all claims under this insurance for **Bodily Injury** arising out of any one **Event** regardless of the number of **Insured Persons** involved.
- 2.11 **Geographical Limits** shall mean the territories stated in the Schedule.
- 2.12 **Hospital** shall mean any institution which has permanent 24-hour facilities for the medical and surgical diagnosis and treatment of in-patients by **Medical Practitioners** and fully qualified nursing staff and is not an institution whose primary purpose is the provision of facilities for persons who are mentally ill, mentally handicapped, aged over seventy (70), or addicted to drugs.
- 2.13 **Illness** shall mean any illness, sickness or disease.
- 2.14 **Insured Person(s)** shall mean:
 - a. where the **Insured** is an individual, the **Insured**; or
 - b. where the **Insured** is a partnership, corporation or organisation, all registered members of the **Insured**;provided that the **Insured** or registered member in respect of whom a claim is made is under eighty (80) years of age.

- 2.15 **Loss of Hearing** shall mean shall mean total and irreversible loss of hearing.
- 2.16 **Loss of Limb** shall mean:
- a. in the case of a leg, loss by physical severance at or above the ankle, or permanent total loss of use of a complete leg or foot;
 - b. in the case of an arm, loss by physical severance of the entire four fingers through or above the metacarpophalangeal joints, or permanent total loss of use of a complete arm or hand.
- 2.17 **Loss of Sight** shall mean permanent and total loss of sight which will be considered as having occurred:
- a. in both eyes if the **Insured Person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist;
 - b. in one eye if the degree of sight remaining after correction is 6/60 or less on the Snellen Scale (meaning seeing at six (6) feet what the **Insured Person** should see at sixty (60) feet).
- 2.18 **Loss of Speech** shall mean total and irreversible loss of speech.
- 2.19 **Medical Expenses** shall mean expenses incurred by the **Insured Person** at the recommendation of a **Medical Practitioner** for medical, hospital, surgical, manipulative, massage, physiotherapeutic, X-ray or nursing treatment, including the cost of medical supplies and ambulance hire.
- 2.20 **Medical Practitioner** means an individual who is qualified to perform or prescribe surgical or manipulative treatment and has the necessary knowledge and expertise to render a diagnosis. A Medical Practitioner must be licensed by the country in which he or she is practicing, cannot be a relative of the **Insured Person** and, in respect of any diagnosis of the **Insured Person**, must be acting within the scope of his or her license.
- 2.21 **Operative Time** shall mean any time that the **Insured Person** is, in connection with the **Business**:
- a. actively engaged in a training session or competitive game (excluding the preparation of playing surfaces and equipment);
 - b. actively engaged in an activity which forms part of the **Insured Person's** official duties;
 - c. travelling directly to or from a training session or competitive game or official engagement; or
 - d. engaged in any social activity organised by the Insured in connection with the **Business**.
- 2.22 **Period of Insurance** shall mean the period of time specified in the Schedule.
- 2.23 **Permanent Partial Disablement** shall mean where coverage is stated in the Schedule to be on the Standard Scale, **Loss of Sight, Loss of Limb, Loss of Hearing** or **Loss of Speech** diagnosed by a **Medical Practitioner**.
- 2.24 **Permanent Total Disablement** shall mean:
- a. where cover is stated in the Benefits Schedule to be on an **Any Occupation** basis, disablement of an **Insured Person** which in the opinion of a **Medical Practitioner** will in all probability render the **Insured Person** unable to carry out any occupation for the remainder of his or her life, or in the case of an **Insured Person** in full time education, unable to continue in full time education.
 - b. where cover is stated in the Benefits Schedule to be on an **Own Occupation** basis, disablement of an **Insured Person** who is gainfully employed which in the opinion of a **Medical Practitioner**

will in all probability render the **Insured Person** unable to carry out his or her usual occupation for the remainder of his or her life.

c. where cover is stated in the Benefits Schedule to be on an **Own or Suited Occupation** basis, disablement of an **Insured Person** who is gainfully employed which in the opinion of a **Medical Practitioner** will in all probability render the **Insured Person** unable to carry out any occupation suited to his or her training and experience for the remainder of his or her life.

2.25 **Temporary Partial Disablement** shall mean partial disablement of an **Insured Person** who is gainfully employed and above sixteen (16) years of age which in the opinion of a **Medical Practitioner** prevents the **Insured Person** from carrying out his or her usual occupation to an acceptable level.

2.26 **Temporary Total Disablement** shall mean disablement of an **Insured Person** who is gainfully employed and above sixteen (16) years of age which in the opinion of a **Medical Practitioner** entirely prevents the **Insured Person** from carrying out his or her usual occupation.

2.27 **Travel Accumulation Limit** shall mean the maximum amount as stated in the Schedule for which the **Insurer** will be liable under this insurance in respect of all **Insured Persons** travelling in the same coach, aircraft, watercraft or other vehicle.

2.28 **Waiting Period** shall mean the period of time stated in the Schedule before which no **Benefit** for **Temporary Partial Disablement** or **Temporary Total Disablement** will be paid.

2.29 **We /Us / Our / Insurer** shall mean Catlin Insurance Company (UK) Ltd.

2.30 **You / Your / Insured** shall mean the person or persons, partnership, corporation or organisation named in the Schedule.

3 Insuring Agreement

3.1 Coverage

In consideration of payment of the premium by the **Insured**, and subject to all the terms and conditions of this insurance, the **Insurer** will pay the applicable **Benefit** to an **Insured Person** who suffers **Bodily Injury** caused by an **Accident** during the **Period of Insurance** at the **Operative Time** and within the **Geographical Limits** which results in:

- a. **Death, Permanent Total Disablement, Permanent Partial Disablement, Temporary Partial Disablement or Temporary Total Disablement** of the **Insured Person**; and/or
- b. the **Insured Person** incurring **Medical Expenses**.

The amount of the **Benefit** available for each of **Death, Permanent Total Disablement, Permanent Partial Disablement, Temporary Partial Disablement, Temporary Total Disablement** and **Medical Expenses** is set out in the Benefits Schedule. The **Benefits** are selectable individually by the **Insured**. Please check the Schedule to see which **Benefits** are covered under this insurance.

3.2 Extensions

Subject to all the terms and conditions of this insurance, coverage is extended to include:

a. **Dental Expenses**

Reimbursement of expenses incurred by an **Insured Person** in respect of dental treatment required by a **Medical Practitioner** as a result of **Bodily Injury** caused by an **Accident** during the **Period of Insurance** while the **Insured Person** is actively engaged in a competitive game in connection with the **Business** and within the **Geographical Limits**. The most the **Insurer** will pay to any one **Insured Person** in respect of this extension is £500. The **Insurer** shall not be liable for (i) the first £50 of any treatment, which shall be payable by the **Insured Person**, or (ii) loss of or damage to dentures, bridges, crowns, braces or similar dental equipment.

b. **Hospital Daily Benefit**

Reimbursement of expenses incurred by an **Insured Person** while admitted as an in-patient at a **Hospital** for treatment required by a **Medical Practitioner** as a result of **Bodily Injury** caused by an **Accident** during the **Period of Insurance** while the **Insured Person** is actively engaged in a competitive game in connection with the **Business** and within the **Geographical Limits**. The most the **Insurer** will pay to any one **Insured Person** in respect of this extension is £25 per full 24-hour period up to a maximum of twenty five (25) 24-hour periods. The **Insurer** shall not be liable to pay any amount for the first forty eight (48) hours of admission.

c. **Physiotherapy**

Up to a maximum of three (3) Physiotherapy sessions undertaken following **Bodily Injury** occurring during the **Operative Time** and in respect of rehabilitation programme following muscular strains only. The most the **Insurer** will pay to any one **Insured Person** in respect of this extension is £35 per session.

4 Benefit Conditions

- 4.1 To be eligible for payment, the **Insured Person** must make a claim for a covered **Benefit** within the **Claim Time Limit**. Any subsequent claims by that **Insured Person** for further covered **Benefits** arising out of the same **Accident** will be deemed to have been made within the **Claim Time Limit**.
- 4.2 Where an **Insured Person** claims for more than one **Benefit** arising out of the same **Accident**, the **Insurer** shall not pay more in total than the amount of the single most valuable **Benefit**.
- 4.3 The **Insurer** shall not pay more than the Capital Sum stated in the Benefit Schedule For **Permanent Partial Disablement** arising out of any one **Accident** regardless of the number of conditions diagnosed in the **Insured Person**.
- 4.4 The **Benefit** for **Temporary Partial Disablement** or **Temporary Total Disablement** shall be payable per week after expiry of the **Waiting Period** and for the Maximum Duration stated in the Benefits Schedule whether or not the weekly payments are consecutive, but shall never exceed the net weekly earnings of the **Insured Person** regardless of the amounts stated in the Benefits Schedule.
- 4.5 The **Benefit** for **Medical Expenses** shall be limited to reimbursement of the **Medical Expenses** actually incurred by the **Insured Person** in the twelve (12) months following the **Accident**, up to the amount specified in the Benefits Schedule but not including the Excess stated in the Benefits Schedule which shall be payable by the **Insured Person**.
- 4.6 The **Insured Person** shall as often as required submit to medical examination by a **Medical Practitioner** at the **Insurer's** expense in connection with any claim. This includes any autopsy. If the **Insured Person's Medical Practitioner** and the **Insurer's Medical Practitioner** are not able to agree on a diagnosis, they shall name an independent **Medical Practitioner** to provide a written opinion on the matter at the **Insurer's** expense.
- 4.7 The **Insurer** shall be under no obligation to pay any claim under this insurance unless the **Insured Person** complies with the medical advice of his or her **Medical Practitioner**, including advice in relation to the taking of medication and participation in any rehabilitation programme.
- 4.8 Where the **Insured Person** has disappeared and the **Death Benefit** is payable, the person or persons to whom the **Benefit** is paid shall sign an undertaking to refund it to the **Insurer** if the **Insured Person** is found to be alive.
- 4.9 If the **Event Aggregate Limit** is exceeded, the liability of the **Insurer** in respect of each **Insured Person** claiming in respect of the relevant **Event** shall be proportionately reduced until the total does not exceed that limit.
- 4.10 If the **Travel Accumulation Limit** is exceeded, the liability of the **Insurer** in respect of each **Insured Person** travelling in the relevant vehicle shall be proportionately reduced until the total does not exceed that limit.

5 Policy Exclusions

This insurance does not cover claims, losses or expense caused by or arising from:

- 5.1 the **Insured Person** committing, or attempting to commit, suicide or any act of intentional self-harm or self-exposure to needless peril (except in an attempt to save human life);
- 5.2 the **Insured Person** taking part in civil commotion or riot of any kind;
- 5.3 war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, or military or usurped power;
- 5.4 the **Insured Person** committing any criminal or unlawful act;
- 5.5 the **Insured Person** engaging in active service in the armed forces of any nation;
- 5.6 the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials by any person;
- 5.7 an **Act of Terrorism** or any action taken in controlling, preventing, suppressing or responding to an **Act of Terrorism**;
- 5.8 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- 5.9 the **Insured Person** taking part in any of activities not stated in the Schedule;
- 5.10 the intoxication of the **Insured Person** by means of alcohol or other drugs;
- 5.11 any medical condition of the **Insured Person** which was in existence before the start of the **Period of Insurance**;
- 5.12 any professional medical, hospital, surgical, manipulative, massage, physiotherapeutic, X-ray or nursing treatment carried out on the **Insured Person**.
- 5.13 any practices or activities excluded or forbidden by any professional sports contract to which the **Insured Person** is a party.

6 Policy Conditions

6.1 Payment of Premium

The **Insured** undertakes that premium will be paid in full to the **Insurer** within thirty (30) days of inception or renewal of this insurance (or, in respect of instalment premiums, when due).

6.2 Information You Have Given Us

In deciding to accept this policy and in setting the terms including premium **We** have relied on the information which **You** have provided to **Us**. **You** must take care when answering any questions **We** ask by ensuring that any information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with untrue or misleading information **We** will have the right to:

- a. treat this insurance as if it never existed;
- b. decline all claims; and
- c. retain the premium.

If **We** establish that **You** carelessly provided **Us** with untrue or misleading information **We** will have the right to:

- (i) treat this insurance as if it never existed, refuse to pay any claim and return the premium **You** have paid, if **We** would not have provided **You** with cover;
- (ii) treat this insurance as if it had been entered into on different terms from those agreed, if **We** would have provided **You** with cover on different terms;
- (iii) reduce the amount **We** pay on any claim in the proportion that the premium **You** have paid bears to the premium **We** would have charged **You**, if **We** would have charged **You** more.

We will notify **You** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, **We** will have the right to:

- (1) give **You** thirty (30) days' notice that **We** are terminating this insurance; or
- (2) give **You** notice that **We** will treat this insurance and any future claim in accordance with (ii) and/or (iii), in which case **You** may then give **Us** thirty (30) days' notice that **You** are terminating this insurance.

If this insurance is terminated in accordance with (1) or (2), **We** will refund any premium due to **You** in respect of the balance of the **Period of Insurance**.

6.3 Change in Circumstances

You must tell **Us** within fourteen (14) days of **You** becoming aware of any changes in the information **You** have provided to **Us** which happens before or during any **Period of Insurance**.

When **We** are notified of a change **We** will tell **You** if this affects **Your** insurance. For example **We** may cancel **Your** insurance in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of **Your** insurance or require **You** to pay more for **Your** insurance. If **You** do not inform **Us** about a change it may affect any claim **You** make or could result in **Your** insurance being invalid.

6.4 Cancellation and Cooling-Off Period

a. Your Right to Cancel during the Cooling-Off Period

You are entitled to cancel this insurance by notifying **Us** in writing, by email or by telephone within fourteen (14) days of either:

- (i) the date **You** receive this insurance; or
- (ii) the start of **Your Period of Insurance**;

whichever is the later.

A full refund of any premium paid will be made unless an **Insured Person** has made a claim in which case the full annual premium is due.

b. Your Right to Cancel after the Cooling-Off Period

You are entitled to cancel this insurance after the cooling-off period by notifying **Us** in writing, by email or by telephone. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the insurance has been in force unless an **Insured Person** has made a claim in which case the full annual premium is due.

Where the **Insured** is a partnership, corporation or organisation, an **Insured Person** has no cancellation rights under this insurance however they do have the right to request that they no longer be covered by this insurance. Such a request must be made in writing to the **Insurer** at the following address:

Catlin Insurance Company (UK) Ltd.
20 Gracechurch Street
London
EC3V 0BG
United Kingdom

c. Our Right to Cancel

We are entitled to cancel this insurance, if there is a valid reason to do so, including for example:

- (i) any failure by **You** to pay the premium; or
- (ii) a change in risk which means **We** can no longer provide **You** with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation **We** request, such as details of a claim:

by giving **You** fourteen (14) days' notice in writing. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the insurance has been in force unless an **Insured Person** has made a claim in which case the full annual premium is due.

6.5 Notifying Accidents and Making a Claim

Written notice of any **Accident**, proceedings or any other event which may give rise to a claim under this insurance must be given to the **Insurer** as soon as reasonably practicable (and in any case within twelve (12) months of the **Accident**) at the following address:

Catlin Insurance Company (UK) Ltd.
20 Gracechurch Street
London
EC3V 0BG
United Kingdom

Email: David.Pusiak@catlin.com
Matt.Malone@catlin.com

All policies, information, consents and evidence required by the **Insurer** for the purpose of dealing with any claim must be provided on request by the **Insured** or **Insured Person** or their legal representative at their expense.

A claim form must be completed by the **Insured Person** and submitted to the **Insurer** at the above address within ninety (90) days of the expenditure being incurred. This time limit may be extended subject to the prior approval of the **Insurer** where supporting documents are not available in time. All documents submitted in respect of expenditure incurred should be originals and not photocopies.

6.6 Fraud

If **You** or an **Insured Person**, or anyone acting for **You** or an **Insured Person**, makes a claim which is fraudulent and/or intentionally exaggerated and/or supported by a fraudulent statement or other device, **We** will not pay any part of the claim.

6.7 Law and Jurisdiction

The parties are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

The language of this contract of insurance and all communications relating to it will be in English.

6.8 Data Protection

Any information provided to **Us** regarding **You**, any **Insured Person** or any employee will be processed by **Us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims or complaints, if any. This may necessitate providing such information to third parties.

6.9 Third Party Rights

A person who is not a party to this contract of insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract of insurance but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

If the **Insured** comprises more than one party having an interest in the **Insured Person**, the covered **Benefit** shall represent the total amount payable in respect of that **Insured Person** for all interests covered by this insurance.

6.10 Assignment

This insurance shall not be assigned or transferred without the written agreement of the **Insurer**.

6.11 **Policy Format**

Upon request **We** can provide Braille, audio or large print versions of the policy and the associated documentation including the Key Facts document. If **You** or any **Insured Person** requires an alternative format **You** should contact **Your** broker through whom this insurance was arranged.

7 Complaints Procedure

What to do if you have a Complaint

We are dedicated to providing a high quality service and **We** want to ensure that **We** maintain this at all times. If **You** have any questions or concerns about this insurance or the handling of a claim please contact Lesiurelnsure through whom this insurance was arranged.

If **You** wish to make a complaint **You** can do so at any time by referring the matter to:

Complaints Manager
Catlin Insurance Company (UK) Ltd.
20 Gracechurch Street
London
EC3V 0BG

Telephone Number: 020 7743 8487
E-mail: xlcatlinukcomplaints@catlin.com

If **You** remain dissatisfied after the Complaints Manager has considered **Your** complaint, or **You** have not received a final decision within eight (8) weeks, **You** can refer **Your** complaint to the Financial Ombudsman Service at:

Exchange Tower
London
E14 9SR

Telephone Number: 0800 0234 567 (free for people phoning from a "fixed line", for example, a landline at home)
Telephone Number: 0300 1239 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)
E-mail: complaint.info@financial-ombudsman.org.uk

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: www.financial-ombudsman.org.uk

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **We** are unable to meet **Our** obligations under this contract of insurance. If **You** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their website: www.fscs.org.uk

Our Regulator

Catlin Insurance Company (UK) Ltd. is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308).

Further details can be found on the Financial Services Register at www.fca.org.uk

MAKE YOUR WORLD GO



xlcatlin.com