



ace europe

Endsleigh Sport Group Personal Injury Insurance Policy

Underwritten by:

ACE European Group Limited

Main business – General Insurance.

Registered in England No. 1112892.

Head Office: ACE Building, 100 Leadenhall Street, London,
EC3A 3BP.

Authorised and regulated by the Financial Services
Authority (FSA). Registration number FRN202803.

Full details can be found on the FSA's Register by
visiting <http://www.fsa.gov.uk/register> or by

contacting the FSA on 0300 500 5000

Personal Injury Policy Document

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Insurance Agreement

The **Insured** and ACE European Group Limited (**ACE**) agree that:

The **Insured** will pay the **Premium**.

ACE will subject to the terms, conditions and exclusions of this Policy, provide the Insurance in the manner and to the extent set out in this Policy. All information supplied to **ACE** by the **Insured** shall be incorporated into and be the basis of this Policy.

This Policy, the Policy Schedule(s) and endorsements, if any, shall be read together as one contract and any word or expression to which specific meaning has been attached shall unless the context otherwise requires bear such meaning wherever it may appear.



Chairman and CEO
ACE European Group Limited

General Definitions

The following Definitions are applicable to the Policy as a whole:

£ shall mean United Kingdom pounds sterling; **GBP** where used in this policy shall also mean United Kingdom pounds sterling

ACE Assistance shall mean the advice and services, including medical repatriation services organised by ACE.

Accident/Accidental shall mean a sudden identifiable violent external event that happens by chance and which could not be expected; or unavoidable exposure to severe weather.

Accident Medical Expenses shall mean expenses necessarily incurred by the Insured for immediate and urgent treatment due to the Insured having sustained Accidental Bodily Injury which results in a valid claim under benefits 1 to 4 as shown in Section 1 of the Schedule.

Benefit Amount shall mean the maximum amount ACE can pay as shown in the Schedule of Benefits.

Benefit Period shall mean the total period (but not necessarily consecutive period) as shown in the Schedule of Benefits for which Benefits are payable in respect of any one Claim.

Bodily Injury shall mean injury which is caused solely by Accidental means and which independently of illness or any other cause, occurs within 24 months from the date of the Accident.

Child/Children shall mean any person who is unmarried and under 18 years of age.

Claim shall mean a single loss or series of losses Due To one cause.

Coma shall mean a continuous unarousable state

Confinement shall mean admission to a Hospital as an In-patient as a result of Bodily Injury or illness for a continuous period of 24 hours or more on the advice of and under the constant supervision of a Qualified Medical Practitioner.

Deferment Period shall mean a period at the beginning of a period of temporary disablement during which Benefits shall not be payable.

Dental Expenses shall mean dental expenses necessarily incurred by the Insured Person if external oral impact results in damage to the Insured Person's teeth or dentures.

Due To shall mean directly or indirectly caused by, arising from or in connection with.

Excess shall mean the first part of a Claim which must be paid by the Policyholder.

Hospital shall mean an establishment which:

- exists primarily for the diagnosis, medical care and treatment of sick or injured people on an In-patient basis under the supervision of Qualified Medical Practitioner(s) one or more of whom is available for consultation at all times;
- provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by the establishment;
- provides full-time nursing service by and under the supervision of nursing staff.

'**Hospital**' shall not include a special unit in a hospital or a place existing primarily: for the treatment of psychiatric disease or sub-normality; for the care of the aged, drug addicts or alcoholics;

as a health hydro or nature cure clinic, a nursing or convalescent home, extended care facility, rest home or hospice.

Hospital Confinement shall mean any continuous period of 24 hours or more during which time the Insured has been confined to Hospital.

In-patient shall mean an Insured Person who has gone through the full admission procedure and for whom a clinical case record has been opened and whose admission is necessary for the medical care and treatment of Bodily Injury or illness and not merely for any form of nursing, convalescence, rehabilitation, rest or extended care.

Insured Persons shall mean any person or category of person described under this heading in the Schedule(s) of Benefits.

Loss of Earnings shall mean temporary disablement which entirely prevents the Insured Person from engaging in their usual occupation if in full-time employment or any employment for which the Insured Person has a current contract of employment if in part-time occupation.

Loss of Hearing shall mean total and irrecoverable deafness confirmed by audiometer and sound threshold tests.

Loss of Limb shall mean in respect of:

- a. an arm physical severance or total loss of use at or above the wrist joint; and
- b. a leg physical severance or total loss of use above the level of the ankle (talo-tibial joint).

Loss of Sight shall be deemed to have occurred:

- a. in both eyes when the Insured Person's name has been added to the Register of Blind Persons on the authority of a qualified ophthalmic specialist.
- b. in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which means the Insured Person is only able to see at 3 feet that which they should normally be able to see at 60 feet) and ACE is satisfied that the condition is permanent and without expectation of recovery.

Loss of Speech shall mean total and permanent loss of speech.

Out-patient shall mean an Insured Person who is attending a Qualified Medical Practitioner at a Hospital for the purpose of treatment, diagnosis or investigation which does not involve an admission to Hospital as an In-Patient.

Parent or Legal Guardian shall mean a parent with parental responsibility, or a legal guardian, both being in accordance with the Children Act 1989 and any statutory amendment modification or re-enactment of it.

Period of Insurance shall mean the period between and inclusive of the dates shown From: and To: on the Policy Schedule commencing at 00.01 hours on the earliest date shown and expiring at midnight on the latest date shown. Dates refer to local standard time at the address of the Group Policy holder as shown in the schedule.

Permanent Disability shall mean disability which has lasted for at least 12 months and from which ACE believes the Insured Person will never recover.

Permanent Total Disablement shall mean a Permanent Disability other than Loss of Limb, Loss of Sight in One/Both Eyes, Loss of Speech or Loss of Hearing, which stops the Insured Person from carrying out any occupation for which they are suited by education, training or experience .

Policyholder shall mean Insured Person except in the case of Insured persons who are Children under 18 when the Policyholder shall be the Parent or Legal Guardian of such Children.

Premium shall mean the amount shown on the Policy Schedule in respect of the specified Period of Insurance or any amount which subsequently becomes due as a result of alteration, adjustment or renewal of the Policy.

Qualified Medical Practitioner shall mean a doctor or specialist who is registered or licensed to practise medicine under the laws of the country in which they practise other than an Insured Person or a member of the immediate family of an Insured Person.

Specific Conditions, Specific Exclusions and Specific Definitions shall mean those conditions, exclusions and definitions more particularly stated in the Sections to which they specifically apply.

Temporary Total Disablement shall mean temporary disablement which entirely prevents the Insured Person from giving attention to his/her scholastic duties, or which requires the Insured Person to reasonably incur additional expenses in order to continue scholastic duties.

United Kingdom shall mean England, Scotland, Wales and Northern Ireland (including the Isle of Man and the Channel Islands).

War shall mean armed conflict between nations, invasion, act of foreign enemy, civil war, military or usurped power.

Section 1 - Personal Injury Insurance

If during a Period of Insurance an Accident occurs during the Effective Time and causes Bodily Injury to an Insured Person ACE will pay up to the amounts shown in the Schedule of Benefits.

Disappearance - If an Insured Person disappears and after a suitable period of time it is reasonable for the Police or registration authorities to believe that such Insured Person has died as a result of Bodily Injury, the death Benefit shall become payable subject to a signed undertaking given by the Insured Person's personal representatives that if the belief is subsequently found to be wrong such death Benefit shall be refunded to ACE.

Extensions of Cover to Section 1

Accident Medical Expenses

ACE will pay the Insured for Accident Medical Expenses incurred in the Insured's country of residence up to a maximum of 25% of any amount paid by ACE under Benefit 1 to 2 as set out in the Schedule subject to a maximum total amount of £20,000.

Hospital Confinement Benefit

If during the Period of Insurance, an Accident occurs during the Effective Time shown in the Schedule and the Insured sustains Bodily Injury which, independently of Illness or any other cause, results in their Hospital Confinement within twelve calendar months from the date of the Accident, ACE will pay the Insured £50 for each complete twenty-four hour period of such Hospital Confinement up to a maximum benefit of £2,000.

Section 2 – Coma

If during a Period of Insurance an Accident occurs during the Effective Time and causes Bodily Injury to an Insured Person resulting in the Insured Person falling into a Coma lasting the length of the Deferment Period ACE will pay the Benefit Amount specified in the Schedule of Benefits to the Policyholder/Partner or, if there is no Partner, to the Insured Person's adult next of kin - on behalf of the Insured Person for each full week during which the Insured Person remains in a Coma up to the maximum Benefit Period.

Specific Conditions, Specific Exclusions and Specific Definitions applicable to the Coma Section

1. Benefit Period shall mean the maximum consecutive period for which the Coma benefit is payable in respect of any Insured Person. The Benefit Period commences at the end of the Deferment Period.
2. Deferment Period shall mean a period at the beginning of a period of a Coma during which benefits are not payable.

Section 3 - Broken Bones

If during a Period of Insurance an Accident occurs during the Effective Time and causes Bodily Injury to an Insured Person resulting in Broken Bones ACE will pay the Benefit Amount specified in the Schedule of Benefits Due To one Accident. In the event of multiple Fractures to a bone as a result of one Accident the Benefit Amount will apply only once to each bone Fractured. ACE will consider a Colles' Fracture or a Pott's Fracture to be a single Fracture of a bone.

Specific Definitions applicable to the Broken Bones Section

Broken Bones shall mean the Fracture of one or more of the bones listed below:

- a) Grade I:
 - lower leg (fibula);
 - hand (metacarpals);
 - foot (metatarsals);
 - Coccyx;
 - single rib; and
 - nose.
- b) Grade II:
 - vertebra other than vertebral body;
 - lower leg (tibia);
 - lower jaw;
 - breastbone (sternum);
 - two or more ribs;
 - clavicle (collar bone);
 - shoulder blade (scapula);
 - kneecap (patella);
 - ankle (tarsals);
 - upper arm (humerus);
 - lower arm (radius and ulna); and
 - wrist (carpals).
- c) Grade III:
 - upper leg (femur);
 - vertebral body (not Coccyx);
 - Pelvis; and
 - Skull (including facial bones).

Coccyx shall mean four fused vertebrae at the bottom of the spine.

Colles' Fracture shall mean a Fracture of the wrist involving a break of the distal end of both radius and ulna.

Fracture/Fractured shall mean a break in the continuity of the bone.

Osteoporosis shall mean the thinning of the bone out of proportion to age.

Pathological Fracture shall mean any Fracture in an area where pre-existing disease has caused weakening of the bone.

Pelvis shall mean all pelvic bones excluding the Sacrum.

Pott's Fracture shall mean a Fracture of the ankle (talotibial joint) involving both a Fracture of the lower end of the fibula and a Fracture of the lower end of the tibia.

Sacrum shall mean the five fused bones at the base of the vertebral body.

Skull shall mean all skull and facial bones excluding nasal bones or teeth.

Specific Exclusions applicable to the Broken Bones Section

ACE shall not be liable for payment of any benefit for Bodily Injury, loss or expense for Broken Bones Due To:

1. Fractures to bones of the fingers or toes;
2. Pathological Fractures; or
3. Osteoporosis or bone disease which was diagnosed prior to the Commencement Date.

Section 4 - Primary Dislocation

If during a Period of Insurance an Accident occurs during the Effective Time and causes Bodily Injury to an Insured Person resulting in a Primary Dislocation ACE will pay the Benefit Amount specified in the Schedule of Benefits. The Benefit Amount is the maximum ACE will pay for all Primary Dislocations Due To one Accident.

Specific Definition applicable to the Primary Dislocation Section

Primary Dislocation shall mean the dislocation for the first time of a body part listed below requiring surgery under anaesthesia:

- a) hip;
- b) shoulder;
- a) kneecap.

Specific Exclusions applicable to the Primary Dislocation Section

ACE shall not be liable for payment of any benefit for Bodily Injury, loss or expense for Primary Dislocation Due To:

1. Osteoporosis or bone disease which was diagnosed prior to the Commencement Date; or
2. secondary or subsequent dislocations of the hip, shoulder or kneecap.

Section 5 - Physiotherapy following Broken Bones or Primary Dislocation

If during a Period of Insurance an Accident occurs during the Effective Time and causes Bodily Injury to an Insured Person resulting in a valid claim being paid under this Policy for **Section 5. Broken Bones** or **Section 6. Primary Dislocation** ACE will pay up to the Benefit Amount specified in the Schedule of Benefits to reimburse the treatment costs incurred for Physiotherapy. The treatment must be received within 12 months of the Accident.

Specific Definition applicable to the Physiotherapy Section

Physiotherapy shall mean out patient treatment received on the advice of a Qualified Medical Practitioner and given by a physiotherapist who is state registered (SRP) and a Member of the Chartered Society of Physiotherapy (MCSP).

Specific Exclusions applicable to the Physiotherapy Section

1. ACE will not pay for Physiotherapy treatment:

- a) not claimed for within 365 days of the incident which caused the injury.
 - b) unless the Insured Person has paid for the first 2 Physiotherapy Treatments following a valid claim under Section 5. Broken Bones or Section 6. Primary Dislocation
2. ACE shall not be liable for:
 - a) Any additional costs incurred as a result of further treatment being required after 10 sessions

General Exclusions

1. ACE shall not be liable for payment of any benefit for Bodily Injury, loss or expense after the expiry of the Period of Insurance during which the Insured Person attains the age of seventy years;
2. ACE shall not be liable for:
 - a. sickness or disease not directly resulting from Bodily Injury.
 - b. disabilities arising from
 - i. Repetitive Stress (Strain) Injury or Syndrome or any gradually operating cause.
 - ii. Post Traumatic Stress Disorder or any psychological or psychiatric condition.
3. ACE shall not be liable for payment of any benefit for Bodily Injury, loss or expense Due To:
 - a. any pre-existing physical defect or infirmity which existed at or prior to the date of entry of an Insured Person into this insurance.
 - b. suicide, attempted suicide or deliberate self-inflicted injury by the Insured Person regardless of the state of their mental health.
 - c. illegal acts of the Insured Person.
 - d. the influence of solvents, drugs or medication upon the Insured Person, except where it can be proved that the drugs or medication were taken in accordance with a proper medical prescription and not for the treatment of drug addiction.
 - e. the Insured Person driving a motor vehicle while the alcohol content of their blood exceeds the level permitted by the law of the country in which the Accident occurs.
 - f. the Insured Person engaging in
 - i. aviation as a pilot or crew member of a fixed wing or rotary propelled aircraft.
 - ii. canoeing, sailing or boating other than on inland waters or within four and a half miles of the coastline.
 - iii. underwater diving unless undertaken in accordance with the British Sub Aqua Club (BSAC) regulations or the Professional Association of Diving Instructors (PADI) regulations.
 - iv. activities undertaken in the pursuit of danger including but not limited to bungee jumping and fire walking.
 - g. the Insured Person being a full time member of the armed forces of any nation or international authority or a member of any Reserve Forces called out for Permanent Service.
 - h. War, whether declared or not.

General Conditions

1. This Policy, Policy Schedule and Schedule(s) of Benefit shall be read as one contract and any word or expression to which specific meaning has been attached shall unless the context otherwise requires bear such meaning wherever it may appear.
2. The Group Policyholder shall give written notice within a reasonable time of any alteration in the Group Policyholder's business.
3. No sum payable by ACE under this Policy shall carry interest unless payment has been unreasonably delayed by ACE following receipt of all the required certificates, information and evidence necessary to support the claim. Where interest becomes payable by ACE, it will be calculated only from the date of final receipt of such certificates, information or evidence.
4. Where the Group Policyholder, Policyholder or Insured Person or their personal representatives do not comply with any obligation to act in a certain way specified in this policy, ACE reserves the right not to pay a Claim.
5. This Policy will be voidable in the event of misrepresentation, misdescription or non-disclosure of any material particular by or on behalf of the Group Policyholder.
6. The Contracts (Rights of Third Parties) Act 1999 or any amendment thereto shall not apply to this Policy. Only ACE and the Group Policyholder can enforce the terms of this Policy. No other party may benefit from this contract as of right. The Policy may be varied or cancelled without the consent of any third party.
7. An Insured Person may cancel the cover at any time by giving notice to the Group Policyholder. No refund of premiums is allowable.
8. ACE may cancel
 - a. this Policy or
 - b. the insurance in respect of any one Insured Person
 - b. by giving 30 days written notice to the Group Policyholder at their last known address and in such event the premium for the period up to the date when the cancellation takes effect shall be calculated and ACE shall promptly return any unearned portion of the premium paid.
9. It is hereby agreed between ACE, the Group Policyholder, the Policyholder and the Insured Person that:
 - a. this Policy shall be governed and construed in accordance with the Laws of England and Wales and the English Courts alone shall have jurisdiction in any dispute.
 - b. communication of and in connection with this policy shall be in the English language.
10. It is the Group Policyholder's responsibility to provide complete and accurate information to ACE when applying for the Policy and throughout the life of this Policy. It is important that the Group Policyholder (and Policyholder where appropriate) ensures all statements made in the application, over the telephone, on claim forms and other documents are full and accurate. Please note that if the Group Policyholder, Policyholder or Insured Person fails to disclose any material information to ACE this could invalidate the insurance cover and could mean that part or all of a Claim may not be paid.
11. The benefits under this Policy may not be assigned by the Policyholder. ACE shall not be bound to accept or be affected by any notice or any trust, charge, lien, purported assignment or other dealing with or relating to this Policy.

12. ACE is required to notify the Group Policyholder and the Policyholders that other taxes or costs may exist which are not imposed by ACE
13. ACE reserves the right to make changes, add to the Policy terms and/or to change the total amount payable for this insurance for legal, regulatory or taxation reasons

Claims Provisions

1. On the happening of any occurrence likely to give rise to a Claim under this Policy notice shall be given to Endsleigh Sports – Tel: 01242 866789 or in writing to Endsleigh Insurances (Brokers) Ltd, Hadley House, Shurdington Road, Cheltenham GL51 4UE, within 60 days or as soon as possible. Alternatively, you can contact The ACE Claims Service Team, 200 Broomielaw, Glasgow G1 4RU. Telephone: 0845 841 0058 (Within UK only); International: +44 (0)141 285 2999; Facsimile: +44 (0)1293 725820; E-mail: ah.ukclaims@acegroup.com; within 60 days or as soon as possible after the date of the occurrence.
2. The Insured Person shall at their own expense furnish to ACE or its agents such certificates, information and evidence as ACE may from time to time reasonably require in the form prescribed by ACE. ACE or its agents shall be allowed at its own expense, upon reasonable notice, to request a medical examination of an Insured Person as appropriate.
3. If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used by the Group Policyholder or anyone acting on the Group Policyholder's behalf or by an Insured Person or an Insured Person's legal representatives to obtain benefit under this Policy ACE shall be under no liability in respect of such claim.
4. The Insured Person shall as soon as possible after the occurrence of any Accidental Bodily Injury obtain and follow the advice of a Qualified Medical Practitioner and ACE shall not be liable for any consequences of the Insured Person's failure to obtain and follow such advice and use such appliance or remedies as may be prescribed.
5.
 - i. ACE will pay the Benefit Amount for accidental death to the estate of the deceased Insured Person and the receipt given to ACE by the Personal Representatives shall be a full discharge of liability by ACE in respect of the Claim for such Benefit Amount.
 - ii. If the Insured Person is 18 or over ACE will pay the Benefit Amount for Loss of Limb or Loss of Eye to the Insured Person and their receipt shall be a full discharge of all liability by ACE in respect of the Claim for such Benefit Amount or the assessed percentage.
 - iii. If the Insured Person is under 18 ACE will pay the Benefit Amount for Loss of Limb or Loss of Eye to the Parent or Legal Guardian of such minor, for the benefit of that minor. The Parent or Legal Guardian's receipt shall be a full discharge of all liability by ACE in respect of the Claim for such Benefit Amount.

Complaints Procedures

Any complaint should in the first instance be addressed to:
The Customer Service Manager
ACE European Group Limited
200 Broomielaw, Glasgow G1 4RU.
Telephone: 0845 841 0058 (Within UK only); International:
+44 (0)141 285 2999;
Facsimile: +44 (0)1293 597 322;
E-mail: A&Hcustserv.complaints@acegroup.com

quoting the Insured Person's name, address and Policy Number.

The existence of these complaint procedures does not reduce an Insured Person's Statutory Rights relating to this Policy. For further information about Statutory Rights an Insured Person should contact the Office of Fair Trading or Citizens Advice Bureau.

The **Financial Ombudsman Service (FOS)** may be approached for assistance in limited circumstances if there is still dissatisfaction with ACE's final response. The FOS's contact details are given below. A leaflet explaining the procedure is available on request. Its contact details are:
The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR
Tel: 0845 0801 800
Fax: 020 7964 1001
E-mail: enquiries@financial-ombudsman.org.uk
Web Site: www.financial-ombudsman.org.uk

Financial Services Compensation Scheme

In the unlikely event of ACE being unable to meet its liabilities, a Policyholder may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Their contact details are: Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsoken Street, London E1 8BN.

Tel: 020 7892 7300
Fax: 020 7892 7301
E-mail: enquiries@fscs.org.uk
Web Site: <http://www.fscs.org.uk/>

Data Protection

1. ACE fully accepts its responsibility to protect the privacy of customers and the confidentiality and security of information entrusted to it.
2. ACE is part of the ACE Group of companies. It and the group companies will use information given together with other information for the administration of this Policy, the handling of claims and the provision of customer services. The information may also be disclosed to ACE's service providers and agents for these purposes. It may be disclosed to the Group Policyholder's agents, where appointed. It may also be used for the purposes of fraud prevention including passing details to other insurers and regulatory bodies.
3. Where the Group Policyholder or Insured Person has provided information about another person in connection with the purchase and performance of this insurance Policy, ACE will assume they have appointed the Group Policyholder or Insured Person to

act for them, that they have consented to the processing of their personal data, including sensitive personal data and they have consented to the transfer of their information abroad. ACE (or reputable organisations selected by them) may monitor and/or record communication to ACE, to ensure consistent servicing levels and account operation.

4. ACE (or reputable organizations selected by them) may monitor and/or record communication to ACE to ensure consistent servicing levels and account operation.
5. ACE will keep information about the Group Policyholder or Insured Person only for so long as it is appropriate. In accordance with an individual's Subject Access rights, when asked, ACE will tell the Group Policyholder or Insured Person what information they hold about them and provide it to them in accordance with applicable law. Any information found to be incorrect will be corrected promptly.