

Underwritten by



Football Team Cover | Group Personal Accident and Life Insurance
Policy Wording

## Contents

### Thank you for choosing this personal accident insurance policy.

If you have any queries or need to make a change to your policy please contact Bluefin Sport on **0345 872 5060** (Mon to Fri 9am to 5pm) or go online at **www.bluefinsport.co.uk/ngis** 

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### Introduction

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

Please read the terms and conditions carefully 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 Bluefin Sport through whom this insurance was arranged.

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



### **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 policy 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 policy 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 policy 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 **Benefit 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 policy; or
- (2) give You notice that We will treat this policy 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 policy.

If this policy 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**.

### Fraud

If **You**, or anyone acting for **You**, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, **We**:

- (a) will not be liable to pay the claim; and
- (b) may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- (c) may by notice to **You** treat this **Policy** as having been terminated with effect from the time of the fraudulent act.

If We exercise Our right under (c) above:

- (i) We shall not be liable to You in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to Our liability under this Policy (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and.
- (ii) We need not return any of the **Premium** paid.

### **Change in Circumstances**

You must tell **Us** as soon as possible if **You** become 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** policy. For example **We** may cancel **Your** policy in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of **Your** policy 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.

### Sanctions

**We** shall not provide any benefit under this policy to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

### **Cancellation and Cooling-Off Period**

- (a) Your Right to Cancel during the Cooling-Off Period You are entitled to cancel this policy by notifying Us in writing, by email or by telephone within fourteen (14) days of either:
- (i) the date **You** receive this policy; or
- (ii) the start of **Your Period of Insurance**; whichever is the later.

A full refund of any **Premium** paid will be made unless **You** have 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 policy after the coolingoff 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 policy has been in force unless You have made a claim in which case the full annual Premium is due.

### (c) Our Right to Cancel

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

- (i) any failure by **You** to pay the **Premium**; or
- 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 policy has been in force unless You have made a claim in which case the full annual Premium is due.

### **Eligibility Criteria**

Age limit restrictions will apply to **Insured Persons** covered under the following sections of the policy;

Section A benefit 1. Life;

 no cover will apply under this section for persons until attainment of 6 years of age and cover will cease upon attainment of 50 years of age.

Section A benefit 2. Accidental Death and Section B - Injury;

- 1. cover will cease upon attainment of 55 years for persons covered under Category A as shown in the **Policy Schedule**
- 2. cover will cease upon attainment of 75 years for persons covered under Category B as shown in the **Policy Schedule**

### **Choice of Law**

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

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

### Accessibility

Upon request **We** can provide Braille, audio or large print versions of the policy and the associated documentation. If **You** require an alternative format **You** should contact Bluefin Sport through whom this policy was arranged.

### **Data Protection Act**

Any information provided to **Us** regarding **You**, any person insured 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.

## **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.

### How to make a claim

- In the event of a claim under this Policy, We must be notified as soon as possible. We will then ask the Insured Person, or the Insured Person's legal representative to complete a claim form.
- If required by Us, You will need to send any medical certificates or other documents relevant to the claim which We ask for at Your own expense.
- In the event of a claim under Section A as covered by this Policy, We will be entitled to have a postmortem examination carried out at Our own expense. The Benefit Amount payable as stated on the Policy Schedule will be paid to the estate of such Insured Person.
- In the event of a claim under Section B We shall be allowed at Our own expense, upon notice to the Insured, to request a medical examination of an Insured Person as appropriate.
- 5. The **Insured Person** shall as soon as possible after the occurrence of any **Bodily Injury**:
- a) obtain and follow the advice of a **Qualified Medical Practitioner**;
- b) co-operate with and follow the advice of an independent rehabilitation case manager where appointed by **Us**

We shall not be liable for any consequences of the **Insured Person's** failure to cooperate and obtain and follow such advice and use such appliance or remedies as may be prescribed.

6. If the Insured Person is aged under 18 years, We will pay the Benefit Amount to the Parent or Legal Guardian of the Insured Person, for the benefit of Insured Person. The Parent or Legal Guardian's receipt Shall be a full discharge of all Our liability in respect of the Claim for such Benefit Amount.



Require advice? Call 0345 872 5060 (Mon to Fri 9am to 5pm) or go online at www.bluefinsport.co.uk/ngis



### Need to make a claim

Call **01732 520273** (Mon to Fri 9am to 5pm) or go online at **www.bluefinsport.co.uk/ngis** 

### **Complaints Procedure**

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 the policy or the handling of a claim please contact Bluefin Sport through whom this policy was arranged on 0345 872 5060 (Mon to Fri 9am to 5pm).

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

Complaints Manager Catlin Underwriting Agencies Ltd 20 Gracechurch Street London EC3V 0BG E-mail: xlcatlinukcomplaints@xlcatlin.com Telephone Number: +44 (0) 20 7743 8487

If **You** remain dissatisfied after **We** have considered **Your** complaint, it may be possible in certain circumstances to refer the complaint to Lloyd's. Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints and are also available from Catlin Underwriting Agencies Limited at the above address or from Lloyd's at: Lloyds Complaints One Lime Street London FC.3M 7HA If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, or **You** have not received a decision by the time Catlin Underwriting Agencies Limited and Lloyd's have taken eight (8) weeks overall to consider **Your** complaint, **You** can refer **Your** complaint to the Financial Ombudsman Service at:

Financial Ombudsman Service South Quay Plaza 183 Marsh Wall London E14 9SR

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

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. The ADR scheme for Catlin Underwriting Agencies Limited is the Financial Ombudsman Service, which can be contacted directly using the contact details above. For more information about ODR please visit http://ec.europa.eu/odr

Wherever the following words or phrases appear in bold they will have the meanings as described below

### £

means United Kingdom pounds sterling.

#### Accident & Accidental

Means a single, sudden, unusual, and unexpected event, which occurs at an identifiable time and place during the **Period of Insurance** and the **Effective Time** which causes **Bodily Injury** 

#### Accidental Death

Means death caused by **Bodily Injury** and excludes death caused by any other cause.

#### Achilles Tendon

A strong tendon joining the muscles in the calf of the leg to the bone of the heel

#### Air Sports

Means any aerial pursuits or sports including but not limited to the following:

- Gliding
- Hang-gliding
- Micro-lighting
- Parachuting
- Ballooning
- Bungee-jumping
- Paragliding
- Parascending

#### Aggregate Limit

Means the maximum amount that **We** will pay per **Event** in total under this policy

#### Annual Salary

Means the gross salary or wages payable per annum (excluding bonus payments or overtime) to the **Insured Person** as remuneration for their **Usual Occupation** immediately preceding the date of the **Accident** giving rise to **Bodily Injury**.

#### **Benefit Period**

Means the maximum period for which **Benefit Amounts** are payable in respect of any **Insured Person** for any one **Accident** stated in the **Policy Schedule**. Subject to exceeding the **Waiting Period** 

#### **Benefit Amount**

Up to but not exceeding the Maximum Limit amount **We** will pay, based on the level of cover, shown in the **Policy Schedule**.

#### **Bodily Injury**

Means injury which is caused solely by **Accidental** means and which independently of Illness or any other cause, occurs within twelve (12) months from the date of the Accident.

#### Body

The head (excluding the Face) neck, trunk, legs and arms).

#### Coma

Means a complete state of mental unresponsiveness, due to a **Bodily Injury**, with no appropriate responses to stimulation and as diagnosed by a **Qualified Medical Practitioner**.

### Concussion

Means a clinical syndrome characterised by transient alteration to brain function including alteration of mental status and level of consciousness, resulting from **Bodily Injury** caused by an **Accident** happening during the **Effective Time** and the **Period of Insurance** and diagnosed by a **Qualified Medical Practitioner**. **Concussion** will be graded on the Glasgow Coma Scale.

### **Concussion Waiting Period**

Means a period of one hundred and eighty (180) days from the date of the **Forced Retirement**.

### **Cruciate Ligament**

Means either of the cruciate ligaments of the knee, being the Anterior Cruciate Ligament (ACL) and the Posterior Cruciate Ligament (PCL). These ligaments are two strong rounded bands that extend from the head of the tibia to the intercondyloid notch of the femur.

### Death from Natural Causes

Means the death of the **Insured Person** arising directly as a result of natural causes, the symptoms of which first manifests themselves during the **Effective Time** and from which death occurs within thirty (30) days of such symptoms manifesting themselves.

### Effective Time

Means the time as stated on the **Policy Schedule**, during the **Period of Insurance**, when an **Insured Person** is covered

### Endorsement

A document which is attached to this policy changing the terms and condition of the policy by either restricting or broadening cover.

### Event

Means each and every individual loss or series of losses arising out of one event or one catastrophic **Accident** during any one period of seventy-two (72) hours which results in **Bodily Injury**, dismemberment, disability or death of **Insured Persons** 

### Face

The area bordered by the natural hairline surrounding the forehead, the front of the ears and the lower jaw.

### Forced Retirement

Means the permanent involuntary ending by the relevant sporting authority and a **Medical Practitioner** of an **Insured Person's** active participation in training and competition and their **Usual Occupation** as a result of a **Concussion**.

### Hazardous Activities

Means the following activities:

- Air Sports or Winter Sports
- Sub aqua diving more than 20m
- Climbing or mountaineering where the use of ropes or guides would be expected
- Potholing
- Professional sports; or
- Racing, unless this is on foot

### Hospital

Means any establishment which is registered or licensed as a medical or surgical hospital in the country in which it is located and where the **Insured Person** is under the constant supervision of a **Qualified Medical Practitioner**.

### **Hospital Confinement**

Means any continuous period of twenty-four (24) hours or more during which time the **Insured Person** has been confined to **Hospital**.

### Illness

Means any illness, disease, malady, medical complaint, congenital defect or medical condition

### Insured

Means the Insured named and shown in the Policy Schedule.

### Insured Person/ You/ Your

Means any person or category of persons described under this heading in the **Policy Schedule**.

### Insurer/ We/ Us/ Our

Means Catlin Underwriting Agencies Limited.

### Loss of Hearing

Means to be deemed to have occurred:

a) in both ears means total and irrecoverable deafness in both ears confirmed by audiometer and sound threshold testsb) in one ear means total and irrecoverable deafness in one ear confirmed by audiometer and sound threshold tests

### Loss of Internal Organ

Means total and permanent: a) loss by removal: or b) effective loss of use of one lung or one kidney, the spleen or the liver.

### Loss of Limb

Means in respect of: a) an arm – amputation or complete and permanent loss of use - at or above the wrist; b) a leg – amputation or complete and permanent loss of use at or above the ankle.

### Loss of Sight

Means to be deemed to have occurred:

a) in both eyes when the **Insured Person's** name has been added to the register of Blind Persons maintained by the government on the authority of a qualified ophthalmic specialist; or

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 **We** are satisfied that the condition is permanent and without expectation of recovery.

### Loss of Speech

Means total and permanent loss of speech.

### Medical Certification Expenses

Means costs incurred for the issuance of a Medical Certificate by a **Qualified Medical Practitioner.** 

### **Medical Expenses**

Shall mean expenses incurred by the **Insured Person** at the recommendation of a **Qualified Medical Practitioner** for medical, **Hospital**, surgical, manipulative, massage, physiotherapeutic, psychological, psychiatric, X-ray or nursing treatment, including the cost of medical supplies and ambulance hire.

### Moderate

Means **Concussion** graded on the Glasgow Coma Scale as a score of 9-12, with symptoms lasting from twenty-four (24) hours to seven (7) days and may require an overnight stay in **Hospital.** 

### Nuclear, Chemical or Biological Weapons or Agents

Means the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical Agent and/or Biological Agent.

### Paraplegia

Shall mean complete paralysis of the lower half of the body including both legs which results in **Permanent Total Disablement.** 

### Period of Insurance

Means the period between and inclusive of the dates shown in the **Policy Schedule**.

### Permanent Disabling Injury

Means Loss of Sight, Loss of Hearing, Loss of Speech, Loss of Internal Organ or Loss of Limb.

### Permanent Total Disablement

Means disablement other than any **Permanent Disabling Injury** which has lasted for at least 12 months from the date of the **Bodily Injury** 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 either to:

a) their Usual Occupation if in gainful employment

### b) or if the Insured Person;

- i) is not in gainful employment;
- ii) is employed solely as a footballer;
- iii) has football as their main employment;
- iv) is under 16 years of age or under 18 years of age and in full time education;

then **We** will make an assessment to ascertain if the **Insured Person** is unable to carry out a business function, schooling, profession or occupation for which the **Insured Person** is fitted by way of education or experience. In all cases **Permanent Total Disablement** will be calculated on a medical assessment by **Us** or by an independent **Qualified Medical Practitioner** appointed by **Us**, and which results in the **Insured Person's** inability to perform, without assistance from another person, at least 2 of the following activities of daily living:

- eating
- getting in and out of bed

- dressing and undressing
- toileting
- walking 200 metres on level ground

All assessments will be judged on if the **Insured Person** will be permanently affected for the remainder of their life.

### Policy Schedule

A document attaching to this policy document which details the **Insured Person** and the Insured, the cover available under this policy and the **Benefit Amounts**.

### Premium

Means the amount specified or referred to in the **Policy Schedule** in respect of the specified **Period of Insurance** which is payable by the **Insured**.

### **Primary Dislocation**

Shall mean the first time an **Insured Person** has suffered a dislocation of specified joints

### Quadriplegia/ Tetraplegia

Shall mean complete paralysis of all four limbs which results in **Permanent Total Disablement**.

### **Qualified Medical Practitioner**

Means a doctor or specialist who is registered or licensed to practise medicine under the laws of the country in which they practise other than:

- a. an Insured Person
- b. a relative or partner of an **Insured Person**

#### Severe

Means **Concussion** graded on the Glasgow Coma Scale as a score of 1-8, with symptoms lasting over seven (7) consecutive days and the **Insured Person** is completely unresponsive and required to stay in **Hospital**.

### Student

Means an **Insured Person** who is in full time education and enrolled or attends classes at a school, college, or university.

### Temporary Total Disablement

Means temporary disablement which entirely prevents the **Insured Person** from engaging in their **Usual Occupation**.

### Terrorism

Means an act, including but not limited to the use of force or violence and/or the 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 ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

### Triplegia

Means complete paralysis of three limbs which results in **Permanent Total Disablement** 

### United Kingdom

Means England, Scotland, Wales and Northern Ireland (excluding the Isle of Man and the Channel Islands).

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### **Usual Occupation**

The tasks, duties and other functions, which the **Insured Person** normally performs in connection with their occupation for which they are engaged in sixteen (16) hours or more per week.

#### War

means armed conflict between nations, invasion, act of foreign enemy, hostilities (whether war declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

#### Waiting Period

Means the applicable period of time if stated on the **Policy Schedule** during which time no **Benefit Amount** will be paid. However, if the relevant **Waiting Period** has been exceeded then a **Benefit Amount** will become payable and **Benefit Period** will begin from the date of the **Accident** inclusive of the **Waiting Period.** 

### 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 thirteen (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 their **Usual Occupation**.

### Winter Sports

Means any winter pursuits or sports including:

- skiing outside the area of the normal compacted snow ski slope i.e. 'off-piste';
- tobogganing
- snow boarding
- ice skating
- Ski or ski bob racing
- Mono skiing
- Ski jumping
- ski boarding
- · Ice hockey; or
- the use of bobsleighs or skeletons

## **General Policy Conditions**

### **Reasonable Precautions**

The **Insured** and **Insured Person** shall take all steps to avoid or minimise any loss or damage.

### **Adjustable Premiums**

If it has been agreed that any part of the **Premium**, being based on estimated numbers, is adjustable then the **Insured** shall within thirty (30) days of the end of the **Period of Insurance** provide the actual numbers to **Us** and the **Premium** will be adjusted accordingly.

### Arbitration

If any difference arises as to the **Benefit Amount** to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the relevant statutory provisions. The **Insured Person** is not bound by the result of the arbitration, however **We** are. If the **Insured Person** remains dissatisfied with the outcome of the arbitration then they are free to follow the complaints procedure.

### Assignment

Subject to the General Condition headed 'Payment of Benefits', the benefits under this Policy 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 with or relating to this Policy.

### **Payment of Benefits**

Despite the General Condition headed 'Assignment', where in relation to any claim the **Insured**, at its discretion, directs **Us** to do so, **We** shall pay **Benefit Amounts** to, or cover, a named **Insured Person** and the receipt of such **Insured Person** shall be a sufficient discharge of **Our** liability to cover or pay the **Benefit Amounts** concerned.

### Foreign and Commonwealth Office

Before undertaking any travel the **Insured** or the **Insured Person** should check the travel advice given for the travel destination by the Foreign and Commonwealth Office.

### **Degenerative Condition or Disablement**

Any contributory degenerative condition or disablement (as determined by a **Qualified Medical Practitioner**) in existence at the time of sustaining **Bodily Injury** will be taken into account by **Us** in assessing the level of benefit payable.

## **General Exclusions**

This Part of the policy provides Exclusions that relate to all sections of the policy.

- 1. **We** will not pay any claim arising out of, contributed to by, or consequent upon;
- a) War or any act of War;
- b) suicide, attempted suicide or deliberate self-inflicted injury by the **Insured Person** regardless of the state of their mental health;
- c) the Insured Person engaging in any form of air travel, unless travelling as a fare-paying passenger in an aircraft which is provided and operated by an airline or air charter company which must be licensed for this;
- alcoholism or solvent abuse, or drugs ingested except for drugs which are prescribed by a **Qualified** Medical Practitioner and taken as prescribed and not taken for the treatment of drug addiction;
- e) the **Insured Person** driving with an alcohol level in the blood which exceeds the legal limit of the country in which the **Insured Person** is driving;
- f) Human Immunodeficiency Virus (HIV) or other forms of the virus, Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC) other than if contracted as a result of a blood transfusion given by a Qualified Medical Practitioner;

ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel including the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

g)

- being a professional footballer (where the majority of the **Insured Person**'s income is derived directly from playing, competing or training in the sport);
- the **Insured Person** committing a criminal act or taking part or whilst engaged in a civil commotions or riots of any kind;
- j) any travel against advice issued by the Foreign and Commonwealth Office;
- club social events that include fireworks, bonfires, driving events, bouncy castles, water sports or any activity above three (3) metres off the ground;
- the Insured Person participating in or training for Hazardous Activities
- m) Any claim as a direct result of 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.
- arising out of, caused by or contributed to by the release of Nuclear, Chemical or Biological Weapons or Agents.

## **General Exclusions**

- o) Any claims arising out of, caused by, or contributed to by **Terrorism**.
- 2. We will not pay any claim in excess of:
- a) the Aggregate Limits;
- b) the Benefit Amount per Insured Person; as shown in the Policy Schedule.
- The Insured or Insured Person should contact Us for clarification of policy cover for travel to countries which may be subject to United Nations resolutions or trade or economic sanctions or other laws of the European Union, United Kingdom, or United States of America.

Applicable to US persons only: policy cover for a journey involving travel to/from/ through Cuba will only be effective if the US person's travel has been authorised by a general or specific licence from FAC (US Treasury's Office of Foreign Asset Control). For any claim from a US person relating to Cuba travel, **We** will require verification from the US person of such OFAC licence to be submitted with the claim.

US persons shall be deemed to include any individual wherever located who is a citizen or ordinarily resident in the United States (including Green Card Holders) as well as any corporation, partnership, association, or other organisation, wherever organised or doing business, that is owned or controlled by such persons.

- We will not pay more than the Benefit Amount for any benefit shown in the Policy Schedule for any Insured Person.
- We will only pay one Benefit Amount in respect of Benefit 1 and 2 under Section A of the policy shown in the Policy Schedule in respect of the death of any one Insured Person however so arising.
- Benefit Amounts shall not be payable for more than one of the benefits stated on the Policy Schedule in respect of the same condition, in which case the highest Benefit Amount will be payable.
- 7. The Benefit Amount payable in respect of Accidental Death of an Insured Person under 18 years of age and in full time education shall not exceed £10,000 or the Benefit Amount as stated in the Policy Schedule whichever is the lower.
- Any weekly benefit payable for Temporary Total Disablement will not exceed 100% of the Insured Person's normal Weekly Wage or be payable for longer that the Benefit Period stated on the Policy Schedule.
- 9. It is the duty of the **Insured** or **Insured Person** to inform

## **General Exclusions**

**Us** if any claim payment does exceed these limits. Payment will be proportionately reduced until these limits are not exceeded.

- 10. Payment by Us to the Insured Person of any weekly Benefit Amount does not prejudice the Insured's or Insured Person's entitlement to any other benefit but payment of weekly benefits will cease if We pay either of the Benefit Amounts 1 or 2 under Section A or Benefit Amount 1 to 6 under Section B as shown in the Policy Schedule and We will not be liable to pay any further Benefit Amounts in respect of the same Insured Person for the same loss.
- Where a period of Temporary Total Disablement, or part thereof, is less than a complete week the Benefit Amount payable for each Working Day shall be pro rata of the Insured Person's Weekly Wage.
- We will not pay more than Benefit Amount for item 1 or 7 (whichever applicable) in the Policy Schedule in respect of any one Insured Person.
- 13. If the aggregate amount of all Benefit Amounts payable exceeds the applicable Aggregate Limit the Benefit Amount payable for each Insured Person shall be proportionately reduced until the total of all Benefit Amounts does not exceed such Aggregate Limit.

- We will not pay more than the Benefit Amount per week to an Insured Person if they are a Student under Benefit 7 for Adult Teams.
- We will not pay any claim under this policy if the Insured Person has acted against the advice of a Qualified Medical Practitioner.
- 16. We will not pay any Benefit Amount during any applicable Waiting Period

## Section A | Life & Accidental Death

### What is covered under Section A

### 1. Life

If during the Effective Time an Insured Person suffers Death From Natural Causes We will pay the Benefit Amount shown in the Policy Schedule.

### 2. Accidental Death

If during the **Effective Time** within the **Period of Insurance**, an **Insured Person** has an **Accident** and suffers **Bodily Injury** which results in **Accidental Death**, **We** will pay the **Benefit Amount** shown in the **Policy Schedule**.

If an **Insured Person** disappears and, after ninety (90) days, the Police or registration authorities believe that the **Insured Person** has died, **We** will pay the **Benefit Amount** shown in the **Policy Schedule**. But before **We** do this, the **Personal Representative** responsible for the **Insured Person's** estate must sign an agreement to refund the **Benefit Amount** if the **Insured Person** is found to be alive.

### What is not covered under Section A

In addition to the General Exclusions of this Policy, **We** will also not cover any claim under Section A arising out of, contributed to by, or consequent upon;

- any Illness, injury or medical condition which the Insured Person knew about or was receiving treatment for at the commencement of the Period of Insurance
- 2. the **Insured Person** participating in or training for **Hazardous Activities**

### What is covered under Section B

If an Accident occurs during the Period of Insurance and Effective Time that causes Bodily Injury to an Insured Person which results in:

- Permanent Total Disablement
- Permanent Disabling Injury
- Temporary Total Disablement

We will pay the **Insured Person** the up to but not exceeding the **Benefit Amount** for the **Benefit Period** stated if shown as insured in the **Policy Schedule**.

### What is not covered under Section B

In addition to the general exclusions under this policy, **We** will not pay any claim arising out of, contributed to by, or consequent upon:

- 1. Temporary Total Disablement if the Insured Person has no Usual Occupation
- 2. post traumatic stress disorder or related syndromes
- 3. Permanent Total Disablement, Permanent Disabling Injury or Temporary Total Disablement attributable to arthritic or other degenerative conditions in the joints, bones, muscles, tendons or ligaments;
- 4. repetitive stress (strain) injury or syndrome or any other condition or injury which develops over a period of time.

## Optional Extensions of cover to Section B – Applicable to both Adult and Youth Teams

This describes a number of optional additional benefits which are provided as an extension of cover for **Insured Persons** when stated as insured on the **Policy Schedule**.

### Broken Bones Benefit

If an Accident occurs during the Period of Insurance and Effective Time that causes Bodily Injury to an Insured Person and directly as a result of the Accident, the Insured Person fractures one or more of the bones listed below:

- Leg (Femur, Tibia, Fibula), Ankle & Foot (Tarsals) or Kneecap (Patella)
- Arm (Humerus, Radius, Ulna) or Hand & Wrist (Carpals)
- Cheek Bone (Maxilla, Malar)
- Collar Bone
- Jaw
- Finger or Toe

We will pay the **Insured Person** up to but not exceeding the **Benefit Amount** shown in the **Policy Schedule** 

### Coma Benefit

Where **Bodily Injury** results in **Coma, Insurers** will pay the **Insured Person** up to but not exceeding the **Benefit Amount** shown in the **Policy Schedule** for each day the **Insured Person** remains in a **Coma**.

We will pay;

- The Benefit Amount up to but not exceeding the Benefit Period; or
- Until the **Insured Person** wakes up Whichever is sooner.

### Concussion (Moderate and Severe) Benefit

The Insurers agree to cover the Insured Person for Moderate or Severe Concussion up to but not exceeding the Benefit Amount stated on the Policy Schedule for either Moderate or Severe Concussion.

The **Insurer** will pay the **Benefit Amount** stated to the **Insured Person** providing that:

- a) The Moderate or Severe Concussion has been diagnosed by a Qualified Medical Practitioner
- b) The **Concussion** is graded moderate or severe in accordance with the Glasgow Coma Scale.

### Concussion (Long Term) Benefit

The Insurers agree to cover the Insured Person for Forced Retirement, subject to the Concussion Waiting Period and up to but not exceeding the Benefit Amount stated in the Policy Schedule.

The Insurers will reimburse the Insured Person for:

 The actual cost incurred for a professional or trades training program in which the **Insured Person** enrolls for the purpose of obtaining an alternative source

of income provided such cost is incurred no later than five (5) years after the **Insured Person's Forced Retirement** 

- b) Medical expenses of the Insured Person who obtains medical treatment from a legally qualified Physician, Physiotherapist, Psychologist or Psychiatrist when recommended by Qualified Medical Practitioner; provided such cost is incurred no later than five (5) years after the Insured Person's Forced Retirement
- c) Cost of prescription drugs and medicines prescribed by a Qualified Medical Practitioner arising out of and related to Concussion provided such cost is incurred no later than five (5) years after the Insured Person's Forced Retirement

Reimbursement shall only be made provided expenses are:

- a) Incurred in the United Kingdom
- b) Incurred within five (5) years of the date of the Insured Person's Forced Retirement
- c) not for elective treatment; and
- d) Supported by original receipts submitted to the **Insurer** as proof of claim

#### **Dental Injury**

If an Accident occurs during the Period of Insurance and Effective Time and causes Bodily Injury to an Insured Person and directly results in the loss of permanent natural teeth, We will pay up to but not exceeding the Benefit Amount stated in the Policy Schedule in total for all permanent natural teeth lost or partially lost. Claims for partial loss of tooth or teeth shall be calculated by assessing the percentage of tooth lost in relation

to the maximum **Benefit Amount** payable. This cover does not apply to deciduous (milk) teeth, dental implants, crowns, veneers, dentures, bridges or wear and tear of teeth.

### **Emergency Dental Pain Relief Expenses**

We will pay up to but not exceeding the Benefit Amount shown in the Policy Schedule, if during the Period of Insurance and Effective Time, the Insured Person suffers Bodily Injury which results in damage to the Insured Person's teeth which necessitates immediate emergency pain relief. This extension does not cover any other procedure other than the relief of pain.

#### **Emergency Medical Expenses**

If an Accident occurs during the Period of Insurance and Effective Time and causes Bodily Injury to an Insured Person and directly as a result of the Bodily Injury, the Insured Person incurs any additional emergency medical expenses for immediate and urgent treatment including the cost of radiography after referral from a Qualified Medical Practitioner; We will reimburse the Insured Person up to the Benefit Amount shown in the Policy Schedule.

### Examination Re-sit benefit:

If during the **Period of Insurance** and during the **Effective Time** an **Accident** occurs and causes **Bodily Injury** to an **Insured Person** which results in the **Insured Person** being unable

to attend their academic examinations **We** will reimburse the **Insured Person** the irrecoverable examination resit fees in respect of all costs necessarily incurred in re-sitting the examinations in accordance with the following:

- a. Following a Bodily Injury evidenced by a certificate from a Qualified Medical Practitioner up to but not exceeding the Benefit Amount stated in the Policy Schedule
- Following Bodily Injury which results in the payment of Temporary Total Disablement or Student Tutorial benefit for a period of up to but not exceeding twelve (12) consecutive weeks
- Following Bodily Injury which results in the payment of Temporary Total Disablement or Student Tutorial benefit for a period of twelve (12) consecutive weeks or more or in the payment of a Permanent Disabling Injuries Benefit up to but not exceeding the Benefit Amount stated in the Policy Schedule

### Extra Travel Expenses

If an Accident occurs during the Period of Insurance and Effective Time and causes Bodily Injury to an Insured Person and directly as a result of, the Insured Person incurs any additional travel expenses, We will pay the Insured Person for any additional travel expenses incurred up to an Benefit Amount of £100 per month for a maximum period of four (4) weeks in addition to any other benefit payable to the Insured Person.

### Facial & Bodily Scarring:

Where Bodily Injury results in:

- 1. Permanent disfigurement
- 2. Permanent scarring

of the **Face** or **Body** the relevant **Benefit Amount** according to the length of scarring specified in the **Policy Schedule** will be payable up to but not exceeding the **Benefit Amount**.

### Home/Car Adaptation benefit

Where **Bodily Injury** as a direct result of an **Accident** occurring during the **Effective Time** and the **Period of Insurance** results in **Quadriplegia, Tetraplegia, Paraplegia** or **Triplegia**, and the **Benefit Amount** for **Permanent Total Disablement** becomes payable, **We** will also cover the **Insured Person** for expenses incurred, up to the **Benefit Amount** shown in the **Policy Schedule**, for adapting the **Insured Person's** home or Car and/ or for relocating the **Insured Person** to another home to cater for the practical changes involved in living with the disablement.

### Home Help

Temporary Total Disablement cover includes Insured Persons whose occupations are as full time house wives or house husbands. In the event of a valid claim, We will cover the Insured Person up to but not exceeding the monthly Benefit Period stated in the Policy Schedule for additional costs incurred (excluding costs charged by member of the Insured Person's family) in respect of household duties that the Insured Person is unable to perform due to Temporary Total Disablement for up to but not exceeding twenty-four (24) months.

To validate such a claim the **Insured Person** must provide invoices or receipts as evidence of costs incurred for services that the **Insured Person** was unable to undertake. Medical certificates will also be required to confirm that the **Insured Person** is unable to carry out 100% of their usual duties. This **Benefit Amount** will not be payable to any **Insured Person** who receives any form of income or benefit, including state benefits.

### Hospitalisation Benefit

If during the **Period of Insurance**, an **Accident** occurs during the **Effective Time** and the **Period of Insurance** shown in the **Policy Schedule** and the **Insured Person** sustains **Bodily Injury** which, independently of **Illness** or any other cause, results in their **Hospital Confinement**, within twelve (12) calendar months from the date of the **Accident**, **We** will pay the **Insured Person** up to but not exceeding the **Benefit Amount** shown on the **Policy Schedule** for each complete twenty-four (24) hour period of such **Hospital Confinement** up to the **Benefit Period** stated on the **Policy Schedule**.

### Legal Advice and Counselling (administered by DAS UK Group)

During the **Period of Insurance** the **Insured Person** may call XL Catlin Legal Assistance on 0117 934 0110 (24/7 service) to obtain personal legal advice or access counselling (over 18's only) over the telephone. The legal advice may include but is not limited to:

- a) Advice where injury has been caused by the negligence of a third party.
- b) Advice on employment issues including redundancy, bullying, harassment, unfair discrimination and retirement.

The Counselling advice (over 18's only) may include but is not limited to:

- Identifying and managing stress and stressful situations.
- Crisis counselling.
- Debt emotional support.
- Addiction emotional support.
- Support on emotional aspects of living with a long term injury or disablement.
- Following death, support and help for the bereaved customer and work related colleagues to cope with the trauma of their loss.
- Support in dealing with the psychological impact of not being able to continue in employment due to injury
- Signpost and details of organisations which provide faceto-face counselling.

### Legal advice

- Advice where injury has been caused by the negligence of a third party.
- Non-contentious advice on employment issues including redundancy, bullying, harassment, unfair discrimination and retirement.

### Personal tax advice

- General advice on tax issues of a personal nature (excluding financial planning advice relating to ways of avoiding or reducing personal tax liability).
- This service is not provided in the Republic of Ireland.

Medical advice

- General medical information advice which can be given over the telephone.
- How to access details of the length of hospital waiting lists.
- Providing details of additional sources of information and societies who specialise in dealing with particular disabilities.
- Information on facilities available through social services.
- Advice on how to obtain a second opinion.

### Bereavement advice

- Information on locating wills, obtaining grant of probate or letters of administration or the need to consult a solicitor.
- Advice on how to register death, the duties of the coroner and information on the documents required by the registrar.
- Signpost advice to a funeral director and advice on the practical details

### Medical Certification Expenses

If during the **Period of Insurance** and during the **Effective Time** an **Accident** occurs and causes **Bodily Injury** to an **Insured Person** resulting in a valid claim under Section B – Injury, We will pay up to but not exceeding the **Benefit Amount** specified in the **Policy Schedule** to the **Insured Person** to reimburse costs incurred for the issuance of a Medical Certificate by a **Qualified Medical Practitioner**.

### Miscarriage

If the **Insured Person** suffers a miscarriage caused by **Bodily Injury** arising from an **Accident** during the **Period of Insurance**  and the **Effective Time We** will pay up to the **Benefit Amount** stated in the **Policy Schedule** if stated as insured. However **We** will not pay if the miscarriage is as a result of the **Insured Person's** deliberate act or out of any other cause other than **Bodily Injury.** 

### Physiotherapy Cover

If an **Accident** occurs during the **Period of Insurance** and **Effective Time** and causes **Bodily Injury** to an **Insured Person** that directly results in a valid:

- Temporary Total Disablement claim or
- Broken Bones claim or
- Primary Dislocation claim or
- Snapped or Ruptured Achilles Tendon and or **Cruciate**Ligament claim

under this Policy, **We** will pay the **Insured Person** up to but not exceeding the **Benefit Amount** stated in the **Policy Schedule** provided that the **Insured Person** has a written referral from a **Gualified Medical Practitioner** for physiotherapy arising from such **Bodily Injury.** 

This cover does not apply if treatment has been received by the NHS or claimed for under a current private medical insurance or any other insurance policy.

### Primary Dislocation Benefit

If an Accident occurs during the Period of Insurance and Effective Time that causes Bodily Injury to an Insured Person and directly as a result, the Insured Person suffers a Primary Dislocation which needs to be reduced by a Qualified Medical

Practitioner of the following joints;

- a) Kneecap
- b) Elbow
- c) Hip
- d) Shoulder

We will pay the Insured Person up to the Benefit Amount shown in the Policy Schedule

### Rehabilitation and Retraining Expenses

Where an Accident occurs during the Period of Insurance and Effective Time and causes Bodily Injury which results in the Permanent Total Disablement Benefit Amount becoming payable for an Insured Person, We will cover the Insured Person up the Benefit Amount stated in the Policy Schedule for costs incurred to rehabilitate and/or retrain the Insured Person for an alternative occupation, subject to Our prior written approval being obtained.

## Snapped or Ruptured Achilles Tendon and or Cruciate Ligament benefit

Where the **Insured Person** suffers a **Bodily Injury** as a result of an **Accident** occurring during the **Effective Time** and the **Period of Insurance** which results in the snapping or rupturing of the **Insured Person's Achilles Tendon** and/or **Cruciate Ligament** which subsequently requires surgery by a **Qualified Medical Practitioner** to repair or remove the damaged tendon or ligament, **We** will pay up to but not exceeding the **Benefit Amount** stated in the **Policy Schedule** if stated as insured. We will not pay for any claim under this section:

- 1. If the **Bodily Injury** sustained does not require surgery.
- 2. If there has been pre-existing damage or degeneration of the tendons and ligaments in the injured area
- 3. If the surgery is not performed by a **Qualified Medical Practitioner**

### Student Tutorial Benefit

If during a **Period of Insurance** and during the **Effective Time** a **Bodily Injury** results in **Temporary Total Disablement**, **We** will pay up to the **Benefit Amount** shown in the **Policy Schedule** for expenses which relate to providing a home tutor or additional expenses required to attend school where the **Insured Person** is a **Student**.

To validate such a claim the **Insured Person** must provide medical certificates to confirm that they are unable to undertake their usual duties as a **Student**.

### Optional Extensions of Cover to Section B – Applicable to Adult Teams only

This describes a number of optional additional benefits which are provided as an extension of cover for **Insured Persons** who have purchased the Adult Team Cover when stated as insured on the **Policy Schedule**.

#### Chauffeur Expenses Benefit

Where the **Insured Person** suffers **Bodily Injury** during the **Period of Insurance** and the **Effective Time** which results in a valid claim under items 2, 3, 4, 5, 6, 7 or 8 in the **Policy Schedule** and the **Insured Person** is unable to travel to and from their place of work using the method of transport they normally used prior to the **Accident**, **Insurers** will pay up to but not exceeding the **Benefit Amount** shown in the **Policy Schedule** for the costs of a chauffeur or taxi service to convey the **Insured Person** to and from work until:

- such time as the Insured Person is well enough to resume using the method of transport normally used prior to the Accident;
- any Benefit Amount under 2,3,4,5,6,7 or 8 ceases to be payable under this policy;
- · the Benefit Amount has been reached;
- the Benefit Period has been reached;

whichever is earlier.

#### Childcare Expenses

If the **Insured Person** suffers **Bodily Injury** as a direct result of an **Accident** during the **Effective Time** and within the **Period of Insurance** which results in a valid claim under items 2,3,4,5,6,7 or 8 of the **Policy Schedule**, **We** will pay the monthly **Benefit Amount** for the costs of engaging a registered childcare provider if stated as insured on the **Policy Schedule** up to but not exceeding the **Benefit Period** stated on the **Policy Schedule**.

## Optional Extensions of Cover to Section B – Applicable to Youth Teams only

This describes a number of optional additional benefits which are provided as an extension of cover for **Insured Persons** who have purchased the Youth Team Cover when stated as insured on the **Policy Schedule**.

#### Parent/Legal Extra Travel Expenses benefit

If an **Insured Person** suffers **Bodily Injury** during the **Period** of **Insurance** and **Effective Time** and directly as a result of an **Accident**, and the **Insured Person's** parent or legal guardian incurs unforeseen additional travel expenses, **We** will pay the **Insured Person** for any additional travel expenses up to the **Benefit Amount** stated in the **Policy Schedule**.

To validate such a claim the **Insured Person** must provide invoices or receipts as evidence of costs incurred for such additional travel expenses that the **Insured Person** has incurred as a result of the **Bodily Injury**.

### Temporary Total Disablement Benefit

This benefit applies to Insured Persons aged 16-18 years old in paid employment only for 16 hours a week or more.

If an **Insured Person** suffers **Bodily Injury** as a result of an **Accident** during the **Period of Insurance** and **Effective Time** which results in **Temporary Total Disablement, We** will pay the **Insured Person**:

- up to but not exceeding the **Benefit Amount** shown in the **Policy Schedule** or
- 100% of the **Insured Person's Weekly Wage** whichever is lower.



## **Require advice?**



## Need to make a claim?



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