# **SPORTSCOVER**<sup>™</sup>



# SPORTS ACCIDENT For Groups



**POLICY WORDING** 

The company's Head Office and registered address is: **Sportscover Europe Limited** First Floor, 75 / 77 Cornhill, London EC3V 3QQ **Registered in England and Wales No. 3726678** Authorised and regulated by the Financial Conduct Authority Registration Number 308 372

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# Welcome to Sportscover

Sportscover is one of the world's leading sports insurance underwriters, with an accredited broker network stretching across the globe and dealing in accident, liability, property and contingency insurances for sport.

Led by Peter Nash, Chairman, Sportscover was established initially, in Australia in 1986, when a small group of active sports people in the insurance industry became frustrated by the lack of quality insurance for active sporting participants including players, administrators, Coaches and Officials.

Sportscover has been trading in Europe since 1999 and has developed into a world renowned specialist that boasts more than a million clients spanning a diverse range of sporting activities.

Our services include risk management, marketing support, information and educational services as well as exceptional customer service and an unrivalled knowledge and expertise in sports and leisure insurance.

## RoSPA

As a registered charity, the Royal Society for the Prevention of Accidents (RoSPA) has been at the heart of accident prevention in the UK and around the world for almost 100 years.

More than 14,000 people die as a result of accidents across the UK each year and there are millions of other injuries. Accidents cause loss and suffering to the victims and their loved ones, employers and UK society as a whole. RoSPA promote safety and the prevention of accidents at work, at leisure, on the road, in the home and through safety education.

To assist in their mission to improve safety in the sport and leisure sectors, Sportscover work in partnership with RoSPA and as a Sportscover policyholder you automatically receive access to a range of benefits, details of which can be found at www.sportscover.com/rospa

# Lloyd's Insurance

## **Effected through Sportscover Europe Limited**

This contract of insurance – Your Policy - is underwritten by Sportscover Europe Limited pursuant to a delegation of authority issued by The Insurer. In this Policy, where the Insurer is a Lloyd's syndicate, the syndicate number is noted in the Policy Schedule.

The liability The Insurer has under this Policy is several and not joint with other Insurers party to this Policy. An Insurer is liable only for the proportion of liability it has underwritten. An Insurer is not jointly liable for the proportion of liability underwritten by any other Insurer. Nor is an Insurer otherwise responsible for any liability of any other Insurer that may underwrite this Policy.

The proportion of liability under this Policy underwritten by an Insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in the Policy Schedule.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an Insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this Policy. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by You or Your representative writing to Market Services, Lloyd's, One Lime Street, London EC3M 7HA.

The Insurer is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Sportscover Europe Limited is regulated by the Financial Conduct Authority.

The Insurer Reference Number and other details can be found on the Financial Services Register at www.fca.org.uk

# Coverholder

Your Policy has been arranged through Sportscover Europe Limited, who are a limited company registered in England under company number 3726678.

The registered office of Sportscover Europe Limited is: 75/77 Cornhill, London, EC3V 3QQ.

Sportscover Europe Limited is authorised and regulated by the Financial Conduct Authority and their details may be found on the Financial Services Register at https://register.fca.org.uk/

This document and schedule are issued to You by Sportscover Europe Limited in its capacity as agent for The Insurer under the contract reference shown in the Policy Schedule.

# Conformity

When You or the Insured Person read the Policy You will find that some items can be singular or plural, feminine or masculine - this clause is designed to correct this. Words in the singular shall include the plural and vice versa. Words importing the masculine will import the feminine and the neuter. References to a statute will be construed to include all its amendments or replacements.

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# **Sports Accident Policy**

## **Insuring Agreement**

1.1 If whilst this Policy is in force, You suffer Bodily Injury during the Operative Time, which is the sole, direct and independent cause of Your injury, then subject to the terms and conditions set out below, including in particular the exclusions and receipt by Us of the Premium(s). We shall pay the benefits as stated in Your Policy Schedule.

## **General Definitions**

In this Policy the following words/expressions have the following meanings:

- 2.1. Accident means a sudden, unexpected, unusual and specific event, which occurs at a definable time and place.
- 2.2. Act of Terrorism means any actual or threatened act of any person acting individually or on behalf of or in connection with any organization with activities directed towards the overthrowing or influencing of any government de jure or de facto, and/or any actual or threatened act of any person acting individually or on behalf of or in connection with any organization with activities directed towards influencing the general public or any part thereof. In any action, suit or other proceedings where We allege that by reason of the exclusion any loss is not covered by this insurance the burden of proving that such loss is covered shall be upon You.
- 2.3. **Bodily Injury** means an injury which:
  - 2.3.1. Is sustained by an Insured Person whilst actively engaged in playing, training or practicing for the sport nominated in the Policy Schedule and such accidental Bodily Injury is sustained because of participation by the Insured Person in the sport nominated in the Policy Schedule; and
  - 2.3.2. Is sustained by You during the period of this insurance; and
  - 2.3.3. Is caused by an Accident; and
  - 2.3.4. Occasions Your Disablement and/or medical treatment within 12 calendar months from the date of the Accident.
- 2.4. **Disablement** means Temporary Total Disablement.
- 2.5. **Excess** means the amount of money that You or the Insured Person will be required to contribute in any claim. The amount is shown in the Policy Schedule.
- 2.6. **Excess Period** means the number of consecutive days commencing on the date of commencement of the Temporary Total Disablement during which the Insured Person must continuously suffer Temporary Total Disablement before any Loss of Income benefits payable under this Policy shall be due.
- 2.7. Inception Date means 12 a.m. (midnight) of the period of insurance (from) date shown in Your Policy Schedule.
- 2.8. **Insurance Premium Tax** means any taxes that may be payable at the rate applicable from time to time.
- 2.9. **Insured** means the club/association specified in the Policy Schedule being a member of a regional, state and/or national sporting association, as named in the Policy Schedule.
- 2.10. **Insured Person** means any member of the Insured and/or any other person actively engaged in and appropriately registered for the purpose of playing the sport of the Insured.

- 2.11. **Maximum Claim Period** means the total period for which Loss of Income benefit 4.3.1. will be payable under this Policy in respect of all Temporary Total Disablement.
- 2.12. **Medical Expenses** means any reasonable expense incurred by the Insured Person from a Medical Practitioner where the expense is directly as a result of a Bodily Injury received whilst playing the sport nominated in the Policy Schedule.
- 2.13. **Medical Practitioner** means a duly qualified and United Kingdom registered medical practitioner who is not employed by You or a relative or family member of the Insured Person.
- 2.14. **Net Income Lost** means average weekly income, wage or salary (including overtime) earned by an Insured Person during the twelve months immediately preceding the commencement of Disablement multiplied by the number of benefit weeks. Any amount to which an Insured Person is legally entitled by way of sick leave or compensation from any Motor or Transport Accident or Social Welfare Services legislation of any kind or any other Policy of insurance shall be deducted and the net figure shall be the 'Net Income Lost'.
- 2.15. **Occupation** means the employment, profession or occupation of or the business carried out by the Insured Person at the time of the Bodily Injury.
- 2.16. **Operative Time** means whilst playing, practicing and training under the auspices, control or direction of the Insured including travelling to or from any such venue for the purposes of the above.
- 2.17. **Permanent Total Disablement** means total disablement (caused other than disablement resulting from events referred to in Capital Benefits 4.1.2., 4.1.3. and 4.1.4.) which prevents You from engaging in any Occupation for a period of twelve (12) consecutive months, and at the end of that period being without prospect of improvement.
- 2.18. **Policy** means this document, the Policy Schedule, any endorsement(s), application form or proposal, that together are to be considered as one document.
- 2.19. **Policy Schedule** means the Policy Schedule attaching to this wording confirming currency of the Policy or the Policy Schedule subsequently issued on renewal or variation or by way of endorsement.
- 2.20. **Premium** means the amount payable by You to Us as specified in the Policy Schedule.
- 2.21. **Temporary Total Disablement** means disablement which entirely prevents the Insured Person from performing each and every duty of their Occupation.
- 2.22. The Insurer means the Company and/or Lloyd's syndicates shown in the Policy Schedule..
- 2.23. **War** means war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, riots, strikes, civil commotion, rebellion, insurrection, or military or usurped power. This definition includes but is not limited to civil disorders of any kind, to any security measures that may result in the closure of the venue or the non-access to it, or to the non-participation by attendees or performers, whether voluntary or compulsory.
- 2.24. **We/Us/Our**, means Sportscover Europe Limited under an authority from The Insurer and where the context provides includes The Insurer

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2.25. You/Your means the Insured named in the Policy Schedule.

## **General Conditions**

- 3.1. Any fraud, misstatement or concealment, either in the proposal or in relation to any other matter affecting this insurance, may entitle Us to render this insurance null and void, retain premium paid and any monies which have been paid by Us to You or the Insured Person must be repaid in full immediately.
- 3.2. The law of England and Wales allows the parties to choose the law applicable to this Policy. This Policy will be governed by and construed in accordance with the law of England and Wales. We and the Policyholder agree to submit to the exclusive jurisdiction of the courts of England and Wales.
- 3.3. The Insured Person must be permanently resident in the United Kingdom or the European Union, unless specifically agreed otherwise in writing by Us.

## **Policy Benefits**

### 4.1. Capital Benefits

The benefits payable will be the following percentage of the capital benefits specified in the Policy Schedule.

Bodily	Injury sustained by an Insured Person which within 12 calendar months results in:	Percentage
4.1.1.	Death of Insured Persons aged 18 years and over. Death of Insured Persons aged less than 18 years.	100% 20%
4.1.2.	Total and irrecoverable loss of use of all sight in both eyes and/or total and irrecoverable loss of use of both hands or both feet or of one hand and one foot.	100%
4.1.3.	Total and irrecoverable loss of use of one hand or one foot together with total and irrecoverable loss of all sight in one eye.	50%
4.1.4.	Total and irrecoverable loss of all sight in one eye or total and irrecoverable loss of use of one hand or one foot.	25%
4.1.5.	Total and permanent disablement (other than disablement resulting from events referred to in Capital Benefits 4.1.2., 4.1.3. and 4.1.4.) from engaging in or attending to any profession, business or Occupation whatsoever provided always that the benefits shall not be payable until such Permanent Total Disablement has continued for a period of 12 calendar months.	100%

4.1.6. If the Insured Person becomes totally and permanently disabled as a result of Bodily Injury sustained whilst travelling to or from an event in which they are engaged to play for the Insured, We will pay 20% of the applicable capital benefits shown on the Policy Schedule.

### 4.2. Medical Benefits

We will pay the percentage specified in the Policy Schedule towards the following expenses incurred as a result of Bodily Injury:

- 4.2.1. Hospital accommodation.
- 4.2.2. Ancillary Medical Expenses.
- 4.2.3. Physiotherapy and chiropractic.
- 4.2.4. Dental services to sound whole teeth only.

This benefit covers only amounts which are not covered by the public health system of where the Insured Person is domiciled. Further, it only applies to the difference between any private health insurance rebate and the actual cost incurred by the Insured Person.

This benefit is subject to deduction of the Excess specified in the Policy Schedule and a maximum payment per claim as specified in the Policy Schedule.

#### 4.3. Loss of Income (only applicable where stated in the Policy Schedule)

#### 4.3.1. Temporary Total Disablement Benefit

Total Disablement from engaging in or attending to the Insured Person's Occupation. Cover is only provided if the Insured Person was engaged full time in that activity up to the time of the Bodily Injury. Your entitlement to benefits under this Section does not commence until after the expiry of the Excess Period. The amount of the benefit shall be the lesser of the percentage of Net Income Lost specified in the Policy Schedule and the maximum amount specified for this benefit in the Policy Schedule and is payable up to the Maximum Claim Period noted in the Policy Schedule.

#### 4.3.2. Inconvenience Benefit

We will reimburse the Insured Person with the percentage specified in the Policy Schedule of non-Medical Expenses directly relating to the Bodily Injury for each complete twenty four hour period that You are hospitalised. There is no claim unless the period of Disablement continues for more than the period specified in the Policy Schedule. We will not pay more than the maximum limit specified in the Policy Schedule for this benefit.

## **General Exclusions**

We will not be liable for any Bodily Injury or Disablement directly or indirectly resulting from:

- 5.1. Suicide or attempted suicide, intentional self-injury or deliberate exposure to unusual danger (except in an attempt to save life), or Your or the Insured Person's own criminal act, or an Insured Person being under the influence of alcohol or drugs, or suffering from mental sickness, nervous anxiety, depression, emotional disorders or stress related conditions or complaints (even if the mental sickness, nervous anxiety, depression or stress related conditions or complaints arose out of a physical Accident or Bodily Injury).
- 5.2. The Insured Person engaging in or taking part in any sport/s other than the sport/s nominated in the PolicySchedule.
- 5.3. Driving or riding in any kind of race, or the Insured Person taking part in hazardous sports, pursuits or pastimes not declared to Us, or engaging in naval, military or air force services or operations.
- 5.4. War.
- 5.5. Death, Bodily Injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Furthermore this Policy also excludes death, Bodily Injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

- 5.6. Any pre-existing defect, infirmity or sickness at the time of the Insured Person's Bodily Injury that the Insured Person knew about or should have known about.
- 5.7. The Insured Person engaging in air travel except as a passenger in a properly licensed multi-engine aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial concern.
- 5.8. All claims arising out of unreasonable failure to seek or follow medical advice.
- 5.9. Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC), howsoever this syndrome has been acquired or may be named.
- 5.10. Ionising radiation or radioactive contamination.
- 5.11. Contracting a sexually transmitted disease, pregnancy, childbirth, miscarriage, abortion or infertility treatment and also medical operations or treatments which are not medically necessary, including cosmetic or beauty treatments.
- 5.12. Any medical or surgical procedure performed on the Insured Person for any gradually developing bodily deterioration whatever the cause of that deterioration.
- 5.13. Sickness, disease or disorder of any kind howsoever caused.

## **Claims Conditions**

These are the conditions of the insurance coverage under this Policy that You need to meet as Your part of this contract. If You do not meet these conditions, We may need to reject Your claim or a claim payment could be reduced. In some circumstances, Your Policy may not be valid

- 6.1. Notice must be given to Us within 30 days (or as soon as practicably possible thereafter) of becoming aware of any Accident which causes or may cause Disablement and, if applicable, the Insured Person must as early as possible, place them self under the care of a Medical Practitioner.
- 6.2. Notice must be given to Us as soon as practicably possible in the event of the death of an Insured Person resulting, or alleged to have resulted, from an Accident.
- 6.3. No claim will be accepted under this Policy by Us until We have received a completed claim form together with satisfactory medical evidence, proof of age and Occupation, employer's certificates and such other documents We may reasonably require.
- 6.4. In respect of Medical Benefits, We will pay benefits at the completion of Your treatment and up to a maximum of 12 months from the date that the Bodily Injury occurred.
- 6.5. If the consequence of an Accident shall be aggravated by any condition of physical disability that the Insured Person had which existed before the Accident occurred, the amount of any compensation payable under this Policy in respect of the consequences of the Accident shall be the amount which it is reasonably considered could have been payable if such consequences had not been so aggravated.
- 6.6. In event of a claim under this insurance, You and the Insured Person shall allow all medical records, notes and correspondence referring to the claim or related pre-existing conditions to be made available on request, inaccordance with all statutory provisions relating to access medical records, to the medical adviser appointed by Us or on Our behalf (at Our own expense) and such medical adviser shall be allowed, so often as may be deemed necessary, to make an examination of the Insured Person.
- 6.7. Once We have accepted a claim under this Policy We will pay benefits, at the completion of Your treatment and upon receipt of satisfactory evidence of Your Medical Expenses or return to work after Temporary Total Disablement.
- 6.8. All Temporary Total Disablement benefits shall cease on Your death.
- 6.9. The maximum weekly benefit shall not exceed 75% of the Insured Person's Income, less benefit from any other insurance policy or benefits paid to them by an employer. Proof of net income may be required from an independent and qualified third party. In the event that the weekly benefit exceeds the aforesaid limit then any claim shall be evaluated upon 75% of the Insured Person's Income.
- 6.10. Odd days of benefit will be payable at one seventh of the weekly benefit. Weekly benefit will only be payable in respect of complete days of Disablement.
- 6.11. During the currency of any claim You must continue to pay any relevant Premiums and Insurance Premium Tax as originally stated in the Policy Schedule if and when they fall due.
- 6.12. Benefits shall not be payable for more than one of the events in the policy benefits sections 4.1. and 4.3. in respect of the same occurrence.
- 6.13. Benefits payable for policy benefits section 4.1. shall be reduced by any sum already paid under section 4.2. and 4.3. in respect of the same occurrence. After the happening of any one of events in section 4.1. there shall thereafter be NO further liability under the Policy in respect of the same Insured Person.
- 6.14. Benefits shall NOT be payable under more than one of the events for Disablement resulting from any further occurrence whilst there is an existing entitlement for benefits.
- 6.15. Benefits shall NOT be payable unless the Insured Person shall as soon as practicably possible after the happening of any occurrence obtain and follow proper medical advice from a Medical Practitioner.

- 6.16. Benefits shall NOT be payable for any period after the Insured Person has resumed playing, training or practicing for the sport nominated in the Policy Schedule except for subsequent unrelated occurrences.
- 6.17. Benefits shall NOT be payable for that part of the benefit payable under Loss of Income for which state welfare benefits or other benefits can be claimed.
- 6.18. We will at Our own expense have the right and opportunity to examine the Insured Person when as often as We may reasonably require during the period of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

# **Cancellation Procedure**

## 7.1. Cooling Off Period

- You have the statutory right to cancel this Policy within 14 days of the purchase or renewal of the contract or the day You receive the Policy or renewal documentation, whichever is the later.
- We will return the Premium in full if cancellation occurs within the 14 day period.

No refund of Premium will be given in the event of a claim either in whole or in part.

- 7.2. If you wish to cancel your Policy after the Cooling Off Period
  - You can cancel this Policy at any time, if it is during the first 14 days the Cooling Off Period terms above apply.
  - To cancel the Policy after the Cooling Off Period You will need to contact Your broker who arranged the insurance for You.
  - You are entitled to a return of Premium as stated in the Policy Schedule which will be based upon the length of time remaining for the Period of Insurance less a deduction of £25 for any administration costs in providing this insurance.

No refund of Premium will be given in the event of a claim.

### 7.3. Our Cancellation Rights

We can cancel this insurance by giving You 30 days' notice in writing. We will only do this for a valid reason (*examples of valid reasons are as follows*):

- Non-payment of Premium;
- a change in risk occurring which means that We can no longer provide You with insurance cover;
- non-cooperation or failure to supply any information or documentation We request; or
- threatening or abusive behaviour or the use of threatening or abusive language.
- If We suspect fraud.

If this insurance is cancelled then, provided You have not made a claim, You will be entitled to a refund of any Premium paid, subject to a deduction for any time for which You have been covered. This will be calculated on a proportional basis. For example, if You have been covered for six (6) months, the deduction for the time You have been covered will be half the annual Premium.

If We pay any claim, in whole or in part, then no refund of Premium will be allowed.

If We suspect fraud, We will cancel the Policy immediately, there will no refund of premium and claims paid must be reimbursed immediately.

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by You to provide Us with complete and accurate information as We require allows Us to cancel the Policy, sometimes back to its start date and to keep any Premiums paid.

# **Transactional Fees**

8.1. In addition to the Premium due to Us, We will charge You a transactional fee for the issue of this Policy, any subsequent renewal and any adjustment to the cover which requires Us to issue an endorsement to reflect the changes requested by You. The amount of this fee is specified in the Policy Schedule and will be non-refundable in the event of cancellation.

# **Claims Procedure**

9.1. If an event giving rise to a claim under this Policy occurs please provide details as soon as practicably possible by contacting Your broker or the Claims Departmentat:

Sportscover Europe Limited First Floor, 75 / 77 Cornhill London EC3V 3QQ United Kingdom

Telephone: +44 (0)20 7444 1780 Fax: +44 (0)20 7444 1789 Email: europe.claims@sportscover.com

You must give Your Policy reference. Please note that if medical treatment has been received You and/or the Insured must obtain medical certificates showing the nature of the Bodily Injury. All circumstances that are likely to give rise to a claim under this insurance should be notified within 30 days after the occurrence (or as soon as practicably possible thereafter).

# **Complaints Procedure**

10.1.We are dedicated to providing You with a first class service and Our wish is to ensure that all aspects of Your insurance are dealt with promptly, fairly and efficiently at all times. If You feel that We have not offered a first class service or You have any questions or concerns about this Policy or the handling of Your claim, please contact Us and We will do Our best to resolve the problem. Our contact details are:

Compliance Officer Sportscover Europe Ltd First Floor 75/77 Cornhill London EC3V 3QQ Tel: +44 (0) 20 7283 8444

Email: europe@sportscover.com

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

Compliance Department Antares Managing Agency Limited 21 Lime Street London EC3M 7HB

Telephone:020 7959 1900Fax:020 7959 1901Email:intl.complaint.notifications@antaresunderwriting.com

If at any time You feel that Your complaint has not been resolved, You may refer the matter to the Complaints Department at Lloyd's. Their address is:

Complaints Fidentia House Walter Burke Way Chatham Maritime Chatham Kent ME4 4RN

Email: <u>complaints@lloyds.com</u> Tel: +44 (0)20 7327 5693 Fax: +44 (0)20 7327 5225

We always seek to improve Our service and we therefore welcome feedback and suggestions for improvement. Should You wish to raise any comments regarding the Lloyd's complaints process You may raise those with the Lloyd's Head of Market Conduct at <u>HeadofConduct@lloyds.com</u>. However, We would ask that You do not use this email to notify Lloyd's of individual complaints, but please instead use the contact details above.

Details of Lloyd's complaints procedures including timescales are set out in a leaflet "Your Complaint – How We Can Help" available from the above address or on the website <u>www.lloyds.com</u>.

If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, **You** may refer **Your** complaint to the Financial Ombudsman Service (FOS).

The contact details for the Financial Ombudsman Services is:

The Financial Ombudsman Service Exchange Tower London E14 9SR				
Telephone: Telephone:	0800 023 4567 (free from "fixed lines" in the UK) 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).			
Fax: E-mail: Website:	020 7964 1001 <u>complaint.info@financial-ombudsman.org.uk</u> <u>www.financial-ombudsman.org.uk</u> The FOC is an independent convict in the UK for cottling disputes between converse and			
	The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. Following the complaints procedure with the FOS does not affect <b>Your</b> rights to take legal			

action. Further details will be provided at the appropriate stage of the complaints process "

# Compensation

11.1. Under the Financial Services and Markets Act 2000, should We be unable to meet Our liabilities to You compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk.

# Contracts (Rights of Third Parties) Act 1999

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

## The General Data Protection Regulation

13.1. You and the Insured Person should understand that any information provided to Us regarding You or the Insured Person will be processed by Us, in compliance with the provisions of the General Data Protection Regulation, for the purpose of providing insurance and handling of claim, if any, which may necessitate providing such information to third parties.

## **Basic information**

We collect and use relevant information about You and the Insured Person to provide You with Your insurance cover or the insurance cover that benefits You and the Insured Person and to meet Our legal obligations.

This information includes details such as Your and the Insured Person's name, address and contact details and any other information that We collect about You and the Insured Person in connection with the insurance cover from which You and the Insured Person's benefit. This information may include more sensitive details such as information about the Insured Person's health and any criminal convictions You or the Insured Person's may have.

In certain circumstances, We may need Your consent to process certain categories of information about You and the Insured Person (including sensitive details such as information about The Insured Person's health and any criminal convictions You or the Insured Person may have). Where We need Your or the Insured Person's consent, We will ask for it separately. You or the Insured Person do not have to give consent and You or the Insured Person may withdraw consent at any time. However, if You or the Insured Person do not give consent, or withdraw consent, this may affect Our ability to provide the insurance cover from which You or the Insured Person benefit and may prevent Us from providing cover for You or the Insured Person or handling Your or the Insured Person's claims.

The way insurance works means that Your or the Insured Person's information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose Your or the Insured Person's personal information in connection with the insurance cover that We provide and to the extent required or permitted by law. We will never sell any personal information You or the Insured Person provides Us.

### Other people's details you provide to us

Where You or the Insured Person provide Us or Your agent or broker with details about other people, You or the Insured Person must provide this notice to them.

## Want more details?

For more information about how We use Your and the Insured Person's personal information please see Our and Sportscover's full privacy notice(s), which is available online on the following websites or in other formats on request. These are <u>www.antaresunderwriting.com</u> and <u>www.sportscover.com</u>

### **Contact Details**

You and the Insured Person have rights in relation to the information We hold about You and the Insured Person, including the right to access Your or the Insured Person's information. If You or the Insured Person wish to exercise Your or the Insured Person's rights, discuss how We use Your or the Insured Person's information or request a copy of Our full privacy notice(s), please contact Us at:

Antares Managing Agency Ltd 21 Lime Street London EC3M 7HB

Email: <u>Compliance2@antaresunderwriting.com</u> Ph: +44 (0)20 7959 1900

A copy of Sportscover's full Data Privacy Notice can be obtained by contacting the Data Protection Officer by email: dataenquiries@sportscover.com or at the address below:

Data Protection Officer Sportscover Europe Limited 75/77 Cornhill London EC3V 3QQ

# Sanction Limitation and Exclusion Clause

14.1. We shall not provide any benefit under this contract of insurance 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.

# Care First - Counselling and Information Service

15.1 Provided by Care First a leading UK provider of employee assistance solutions.

Telephone: +44(0)207 111 1109

Care First provides high quality resources for your sporting members. Care First can assist with helping members manage their teams, reduce conflict and solve people problems.

This means that your membership will benefit from having:

- A motivated and productive workforce
- Lower stress levels
- Lower sickness and absenteeism
- Improved recruitment and retention
- Compliance with Health and Safety legislation and your 'duty of care'

Employee Assistance Programmes (EAPs)	The UK Health and Safety Executive has stated that 'Work-related stress, depression or anxiety is the leading cause of working days lost through work-related injury or ill health.' Having access to this service will help managers, staff and members effectively resolve situations that may impact on their work performance and is one of the best investments a membership provider can make. Every business has different requirements. Elements of the EAP can simply be combined to create a bespoke programme, providing the precise type and level of member assistance needed.		
Management Support	Provides managers, staff and members wi with a wide range of people problems. Sor - Bullying and harassment - Sickness absence - Performance issues - Culture and diversity issues	ith consultancy that enables them to deal effectively me of the areas covered includes: - Grievance - Disciplinary Procedures - Bereavement - Inter-personal difficulties	
Telephone Counselling	<b>Care First's</b> confidential, professional telephone counselling service can help your managers, staff and members proactively manage stress at work, by providing immediate emotional support, advice and practical information – 24 hours a day, 365 days a year.		
Critical Incident Support	Critical and traumatic incidents can have severe, complex and significant effects on people. Timely professional interventions in times of crisis will help minimise the levels of disruption an incident may have on your organisation and its performance. <b>Care first</b> is available to respond 24 hours a day, via their Telephone Counselling Centre.		
Occupational Health (Additional charge applicable)	<ul> <li>Care First's specialist partner offers a high quality, professional occupational health therapy service.</li> <li>Sickness absence is a significant cost to all businesses. Not only are there direct costs of salary and sick pay, but also management time, disruption and lost productivity. These indirect costs could be as high as twice that of the direct costs. In terms of returns on investment, saving a few days of absence per case could justify the cost of medical advice.</li> <li>There is a cost associated with this section. Care first can provide this upon request.</li> </ul>		