

Group Personal Accident and Life Insurance

# Policy Wording

Football Association of Wales

Cover

Effective from 1 July 2023

In partnership with



# THANK YOU FOR CHOOSING THIS POLICY.

If you have any queries, or need to make a change to your policy, please contact Marsh Sport.

Call **0345 872 5060** (Mon to Fri 9am to 5pm)

or go online at [www.marshsport.co.uk/faw](http://www.marshsport.co.uk/faw)



Information..... 2

- Introduction ..... 2
- How to make a claim ..... 6
- Complaints Procedure..... 7
- Definitions ..... 8
- General Policy Conditions ..... 13
- General Exclusions ..... 14

Section A | Life and Accident Death ..... 16

- What is covered under Section A ..... 16
- What is not covered under Section A ..... 17

Section B | Injury ..... 17

- What is covered under Section B ..... 17
- What is not covered under Section B ..... 18
- Optional Extensions of cover to Section B –Applicable to both Adults and Youths ..... 18
- Optional Extensions of cover to Section B –Applicable to Adults only ..... 21
- Optional Extensions of cover to Section B – Applicable to Youths only ..... 22

Section C | Legal advice and counselling (DAS) ..... 24

Useful contacts ..... 27

# Information

## Introduction

This policy consists of the Policy Definitions, Exclusions and Conditions, the **Policy Schedule**, the coverage Sections stated as operative in the **Policy Schedule** and **Endorsements**, if any, all of which are a single document and are to be read as one contract. In deciding to accept this policy and in setting the terms and **Premium** We have relied on the information which **You** have provided.

**We** will, in consideration of the payment of the **Premium**, insure **You**, subject to the terms and conditions of this policy, against the events set out in the operative Sections during the **Period of Insurance** or any subsequent period for which **We** agree to accept payment of **Premium**.

Please read this policy carefully and make sure that it meets **Your** needs. If any corrections are necessary **You** should contact Marsh Sport through whom this policy was arranged.

Please keep this policy in a safe place – **You** may need to refer to it if **You** have to make a claim.

### Require assistance?

**0345 872 5060**

Monday to Friday 9am to 5pm

**marshsport@marsh.com**

**www.marhsport.co.uk/faw**

## 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**.

## Regulatory Information

### Section A – Life & Accidental Death

#### Syndicate 3002

AXA XL Underwriting Agencies Limited is the managing agent of Syndicate 3002  
AXA XL Underwriting Agencies Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 204848).  
Registered Office 20 Gracechurch Street, London, EC3V 0BG, United Kingdom.  
Registered in England Number 1815126

### Section B – Injury

#### AXA XL Insurance Company UK Limited

AXA XL Insurance Company UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308).  
Registered Office 20 Gracechurch Street, London, EC3V 0BG, United Kingdom.  
Registered in England Number 5328622.  
**You** can check this out on the FCA's website at [www.fca.org.uk](http://www.fca.org.uk) which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768.

#### XL Catlin Services SE

XL Catlin Services SE acts as an agent of AXA XL Insurance Company UK Limited and AXA XL Underwriting Agencies Limited in connection with this policy. XL Catlin Services SE is a registered insurance intermediary authorised and regulated by the Central Bank of Ireland.  
Registered Office Wolfe Tone House, Wolfe Tone Street, Dublin 1, D01 HP90, Ireland.  
Registered in Ireland Number 659610.  
**You** can check this information on the Central Bank of Ireland's website at [www.centralbank.ie](http://www.centralbank.ie) which includes a register of all the firms they regulate.

#### Marsh Sport

This policy is administered by Marsh Sport who act as an agent for AXA XL Insurance Company UK Limited in performing their duties under this insurance policy. Marsh Sport is a trading name of Marsh Ltd. Marsh Ltd is authorised and regulated by the Financial Conduct Authority for General Insurance Distribution and Credit Broking (Firm Reference No.307511). Registered in England and Wales Number: 1507274.  
Office: 1 Tower Place West, Tower Place, London EC3R 5BU  
email: [marshsport@marsh.com](mailto:marshsport@marsh.com)  
website: [www.marshsport.co.uk/faw](http://www.marshsport.co.uk/faw)  
Telephone: 0345 872 5060

## 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 Provisions

### (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 cooling-off period by notifying **Us** in writing, by email or by telephone. Any return of **Premium** due to **You** will be calculated at a proportional daily rate depending on how long the 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
- (ii) a change in risk which means **We** can no longer provide **You** with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation **We** request, such as details of a claim; by giving **You** fourteen (14) days' notice in writing. Any return of **Premium** due to **You** will be calculated at a proportional daily rate depending on how long the 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;

1. no cover will apply under this section for persons until attainment of six (6)

years of age and cover will cease upon attainment of fifty (50) years of age.

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

1. cover will cease upon attainment of fifty-five (55) years for persons covered under Category A as shown in the **Policy Schedule**
2. cover will cease upon attainment of seventy-five (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 Marsh Sport through whom this policy was arranged.

## Fair Processing Notice (Section A and B\*)

This Privacy Notice describes how AXA XL Underwriting Agencies Limited (on behalf of the underwriting members of Lloyd's Syndicate 3002) and AXA XL Insurance Company UK Limited (for the purpose of this notice "**We**", "**Us**" or the "**Insurer**") collect and use the personal information of insureds, claimants and other parties (for the purpose of this notice "**You**") when **We** are providing **Our** insurance and reinsurance services.

The information provided to the **Insurer**, together with medical and any other information obtained from **You** or from other parties about **You** in connection with this policy, will be used by the **Insurer** for the purposes of determining **Your** application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. **We** may be

required by law to collect certain personal information about **You**, or as a consequence of any contractual relationship **We** have with **You**. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by the **Insurer** for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of **Your** personal information. Because **We** operate as part of a global business, **We** may transfer **Your** personal information outside the European Economic Area for these purposes.

**You** have certain rights regarding **Your** personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of **Your** personal information in a usable electronic format and to transmit it to a third party (right to portability).

If **You** have questions or concerns regarding the way in which **Your** personal information has been used, please contact: [dataprivacy@axaxl.com](mailto:dataprivacy@axaxl.com).

**We** are committed to working with **You** to obtain a fair resolution of any complaint or concern about privacy. If, however, **You** believe that **We** have not been able to assist with **Your** complaint or concern, **You** have the right to make a complaint to the relevant Data Protection Authority. For more information about how **We** process **Your** personal information, please see **Our** full privacy notice at: <https://axaxl.com/privacy-and-cookies>.

## Brokers, Intermediaries, Partners, Employers and Other Third Parties

If **You** provide **Us** with information about someone else, **We** will process their personal information in line with the above. Please ensure **You** provide them with this notice and encourage them to read it as it describes how **We** collect, use, share and secure personal information when **We** provide **Our** services as an insurance and reinsurance business.

\*Note - Please refer to page 23 for Data Protection information relating to Section **C**

## 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.

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**.

## How to make a claim

1. In the event of a claim under this policy, please notify Marsh Sport as soon as possible. The Insured **Person**, or the **Insured Person's** legal representative will need to complete a claim form.
2. 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.
3. In the event of a claim under Section A as covered by this policy, **We** will be entitled to have a post- mortem 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**.
4. 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 eighteen (18) years, **We** will pay the **Benefit Amount** to the Parent or Legal Guardian of the **Insured Person**, for the benefit of the **Insured Person**.

### Require advice?

**0345 872 5060**

Monday to Friday 9am to 5pm

**marshsport@marsh.com**

**www.marhsport.co.uk/faw**

### Need to make a claim?

**01732 520273**

Monday to Friday 9am to 5pm

### Legal advice or counselling

**0117 934 0110**

Monday to Friday 9am to 5pm

Legal advice on England and Wales law, and counselling is available 24/7.



## Complaints Procedure

**Note - if you have a complaint in respect of the legal advice or counselling service (Section C) please refer to page 23**

**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 Marsh 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 Department  
XL Catlin Services SE  
20 Gracechurch Street  
London EC3V 0BG  
Telephone Number: +44 (0) 20 7743 8487  
E-mail: [axaxlukcomplaints@axaxl.com](mailto:axaxlukcomplaints@axaxl.com)

XL Catlin Services SE acts on **Our** behalf in the administration of complaints

If **Your** complaint is about a claim under Section A of this policy and **You** remain dissatisfied after the Complaints Department has 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](http://www.lloyds.com/complaints) and are also available from AXA XL Underwriting Agencies Limited at the above address or from Lloyd's at:

Lloyds Complaints One Lime Street London EC3M 7HA  
Telephone Number: +44 (0)20 7327 5693  
Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

If **You** complaint is about a claim under Section B of this policy and **You** remain dissatisfied after the Complaints Department has considered **Your** complaint, or if **Your** complaint is about a claim under Section A of this policy and **You** remain dissatisfied after Lloyd's has considered **Your** complaint or **You** have not received a response within eight (8) weeks overall, **You** can refer **Your** complaint to the Financial Ombudsman Service at:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

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

Telephone Number:

#### From within the United Kingdom

0800 0234 567 calls to this number are free on mobiles and landlines

0399 1239 123 calls to this number costs no more than calls to 01 and 02 numbers

#### From outside the United Kingdom

+44 (0)20 7964 0500

Fax Number: +44 (0)20 7964 1001

Text Number: 07860 027 586 Call Back Service

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](http://www.financial-ombudsman.org.uk).

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **We** are unable to meet **Our** obligations under this policy. If **You** are entitled to compensation under the Scheme, the level and extent of the compensation will depend on the nature of this policy. Further information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, GL17 1DY) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk).

## Definitions

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

### 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

Means 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

Means up to but not exceeding the maximum 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

Means 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

Means 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

Means 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 twenty (20) metres
- 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 for Section A AXA XL Underwriting Agencies Limited (on behalf of the underwriting members of Lloyd's Syndicate 3002) and for Section B AXA XL Insurance Company UK 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 tests
- b) 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

Means 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 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, or any chemical, biological, bio-chemical, or electromagnetic weapon.

### Paraplegia

Means 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 twelve (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 sixteen (16) years of age, or under eighteen (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 two (2) of the following activities of daily living:

- eating
- getting in and out of bed
- dressing and undressing
- toileting
- walking two hundred (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

Means 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**.

**Prescriptive Sports Eyewear**

Means prescriptive eyewear which has been prescribed by a **Qualified Medical Practitioner** and recommended that the **Insured Person** wears such prescriptive eyewear whilst playing Football.

**Primary Dislocation**

Means the first time an **Insured Person** has suffered a dislocation of specified joints.

**Quadriplegia/ Tetraplegia**

Means 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 where 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, Northern Ireland, the Isle of Man and the Channel Islands.

**Usual Occupation**

Means 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 their 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, Commonwealth & Development 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.

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.

## 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, caused by, 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;
  - d) 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**;
  - g) This insurance does not cover any claim in any way caused by or resulting from:
    - (i) Coronavirus disease (COVID-19);
    - (ii) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
    - (iii) any mutation or variation of SARS-CoV-2;
 any fear or threat of (i), (ii) or (iii) above.
  - h) 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;
  - i) Being a professional footballer (where the majority of the **Insured Person's** income is derived directly from playing, competing or training in the sport);



- j) the **Insured Person** committing a criminal act or taking part or whilst engaged in civil commotions or riots of any kind;
- k) any travel against advice issued by the Foreign, Commonwealth & Development Office;
- l) Motorcycling, other than mopeds or scooters up to 50 cc;
- m) club social events that include fireworks, bonfires, driving events, bouncy castles, water sports or any activity above three (3) metres off the ground;
- n) the **Insured Person** participating in or training for **Hazardous Activities**;
- o) 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.
- p) The release of **Nuclear, Chemical or Biological Weapons or Agents**.
- q) Any claims arising out of, caused by, or contributed to or 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**.

3. In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to, by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.

4. 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.

5. 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**.

6. **We** will not pay more than the **Benefit Amount** for item 1 in the **Policy Schedule** in respect of any one **Insured Person**.

7. 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**.

8. **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.

9. **We** will not pay any claim under this policy if the **Insured person** has acted against the advice of a **Qualified Medical Practitioner**.

10. **We** will not pay any **Benefit Amount** during any applicable **Waiting Period**.

# Section A | Life and Accident Death

## What is covered under Section A

### 1. Life

If during the **Effective Time** within the **Period of Insurance** 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.

# Section B | Injury

## 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;

1. 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**.
3. **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.
4. **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.
5. The **Benefit Amount** payable in respect of **Accidental Death** of an **Insured Person** under eighteen (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.
6. 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 than the **Benefit Period** stated on the **Policy Schedule**.
7. It is the duty of the **Insured** or **Insured Person** to inform **Us** if any claim payment does exceed these limits. Payment will be proportionately reduced until these limits are not exceeded.

## What is covered under Section B

If an **Accident** occurs during the **Effective Time** within the **Period of Insurance** and 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** 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 Adults and Youths

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:

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

**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 (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:

- a) 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**
- b. 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
- c. 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 the **Insured**

**Person** incurs any additional travel expenses, **We** will pay the **Insured Person** up to £100 for any additional travel expenses incurred during the **Benefit Period** 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**.

Disfigurement or scarring covering an area of the **Face** and **Body** greater than the minimum will be assessed in relation to:

1. the specified minimum **Benefit Amount**; and
2. the maximum **Benefit Amount** as specified in the schedule of benefits for disfigurement or scarring covering the whole area of the **Face**.

The **Benefit Amount** payable will not take into account any psychological effects.

Length of scarring	Benefit amounts for scarring of face	Benefit amounts for scarring of the body
0cm – 2.4cms	Nil	Nil
2.5cms – 4.9cms	£200	£100
5.0cms – 10cms	£400	£200
10cms or over	£600	£300

## 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**.

## 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
- 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 **Qualified 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 to 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.

## 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 complete rupture of the **Insured Person's Achilles Tendon** and/or **Cruciate 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 there has been pre-existing damage or degeneration of the tendons and ligaments in the injured area
2. 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 Adults 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 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 Youths 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 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**.

### Prescriptive Sports Eyewear

If the **Insured Person** has an **Accident** and the **Insured Person** loses, or damages any **Prescriptive Sports Eyewear** **We** will pay the **Insured Person** up to the **Benefit Amount** stated in the **Policy Schedule**. However, **We** will not pay for any claim under this section arising out of or relating to:

1. Loss or damage arising out of or relating to:
  - (a) faulty or defective design, materials or workmanship,
  - (b) wear and tear (meaning a reduction in value through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, lack of maintenance or damage which happens gradually over a period of time),
  - (c) change in colour or flavour or texture or finish, vermin, insects, marring or scratching.
2. Loss or damage to **Prescriptive Sports Eyewear** as a result of its undergoing any process of repairing or restoring.
3. Any amount in excess of what the **Prescriptive Sports Eyewear** was originally purchased for or the **Benefit Amount** stated in the **Schedule** whichever is lesser.
4. Any amount for damage, unless it is deemed that the **Insured Person** can no longer wear the **Prescriptive Sports Eyewear**.



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# Section C | Legal advice and counselling (DAS)

## Additional Definitions applicable to Section C

### We/Us/Our

For Legal Advice and Counselling, these terms mean DAS Legal Expenses Insurance Company Limited (DAS). The telephone legal advice helpline is provided by DAS Law Limited and or/a preferred law firm on DAS' behalf")

### DAS UK Group - Data Protection

To comply with data protection regulations **We** are committed to processing the **Insured Person's** personal information fairly and transparently. This section is designed to provide a brief understanding of how **We** collect and use this information.

**We** may collect personal details, including the **insured person's** name, address and, on occasion their medical records. This is for the purpose of managing the **insured person's** products and services, and this may include underwriting, claims handling and providing legal advice.

### Who we are

DAS is part of DAS UK Holdings Limited (DAS UK Group). The uses of the **Insured Person's** personal data by **us** and members of the DAS UK Group are covered by **our** individual company registrations with the Information Commissioner's Office.

### How we will use your information

**We** may need to send the **insured person's** information to other parties, such as lawyers or other experts, appointed service providers, specialist agencies so they may contact the **insured person** to ask for their feedback or members of the DAS UK Group. If the **insured person's** policy includes legal advice **we** may have to send the information outside of the European Economic Area (EEA) in order to give legal advice on non- European Union law.

**We** will not disclose the **insured person's** personal data to any other person or organisation unless **we** are required to by **our** legal and regulatory obligations.

### Got a question?

If the **insured person** has any questions or comments about how **we** store, use or protect their information, or if the **insured person** wishes to request to see the information held about them, they can do this by calling 0117 934 2000, by writing to the Data Protection Officer at **Our** DAS Head Office address – DAS House, Quay Side, Temple Back, Bristol, BS1 6NH or by visiting "<http://www.das.co.uk>" [www.das.co.uk](http://www.das.co.uk)

### Complaints

We always aim to give **You** a high quality service. If **You** think **We** have let **You** down, please write to **Our** Customer Relations Department at DAS House, Quay Side, Temple Back, Bristol, BS1 6NH or **You** can phone **Us** on 0344 893 9013 or

email **Us** at customerrelations@das.co.uk. Details of **Our** internal complaint-handling procedures are available on request.

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

These helplines are provided by DAS Legal Expenses Insurance Company Limited (DAS). The telephone legal advice helpline is provided by DAS Law Limited and or/a preferred law firm on DAS' behalf.

During the **Period of Insurance** the **Insured Person** may call AXA XL Legal Assistance on 0117 934 0110 (24/7 service) to obtain personal legal advice or access counselling (over 18's only) over the telephone.

**Our** legal advisers provide advice on the laws of England and Wales 24 hours a day, 7 days a week, 365 days a year or for law in Scotland or Northern Ireland, 9am-5pm Monday to Friday (excluding public and bank holidays).

For medical advice services are available 9am-5pm Monday to Friday (excluding public and bank holidays). Counselling is available for over 18s only 24 hours a day, 7 days a week, 365 days a year.

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

### **Counselling advice**

Is available for the **Insured Person** providing they are aged 18 or over, and 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 **Insured Person** 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 face-to-face counselling any costs arising from using these referral services are the responsibility of the **Insured Person**).
- Provide emotional support with stress, anxiety, depression and relationship issues.

### **Legal advice**

**Our** qualified Legal Advisors will provide the **Insured Person** with helpful and realistic legal advice to empower them with the information needed to resolve their legal issue. **We** will:

- Establish the facts
- Outline the law for the relevant area and how it applies to the **Insured person's** legal issue
- Advise the **Insured person** on relevant options and the risks associated with them
- Help the **Insured person** reach a decision on which option is most suitable for their legal issue

Enquiries are handled by teams of Solicitors, qualified legal executives and law graduates.

**Our** legal advisers provide advice on the laws of England and Wales 24 hours a day, 7 days a week, 365 days a year. There are no restrictions on the number of times the **Insured person** can use the Legal Advice service or on the length of their call to **Us**. For law in Scotland or Northern Ireland, **We** will refer the **Insured person** to one of **Our** specialist advisors who are available 9am- 5pm Monday to Friday (excluding public and bank holidays).

The Legal Advice service provides the **Insured person** with general telephone legal advice on specific legal problems. Due to the immediate nature of this advice **We** are unable to consider documentation, advise on the specific details of cases already in progress through the courts, or provide a second opinion if the **Insured person** has already employed the services of a solicitor.

## **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).

## **Medical advice**

- General medical and health information which can be given over the telephone.
- Services available 9am-5pm Monday to Friday (excluding public and bank holidays).
- Calls answered by a registered nurse with expert knowledge in this area.
- The advisor will aim to listen, support and provide next step guidance.
- Types of advice include but are not limited to; vaccinations, medications, health and medical concerns, healthy lifestyle support.
- Provide details of societies and support groups that offer specialist information on particular conditions.

# Useful contacts

## Require advice?

**0345 872 5060**

Monday to Friday 9am to 5pm

**[marshsport@marsh.com](mailto:marshsport@marsh.com)**

**[www.marshsport.co.uk/faw](http://www.marshsport.co.uk/faw)**

## Need to make a claim?

**01732 520273**

Monday to Friday 9am to 5pm

## Legal advice or counselling

**0117 934 0110**

Monday to Friday 9am to 5pm

Legal advice on England and Wales law,  
and counselling is available 24/7.



DAS Head and Registered Office:

DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH Registered in England and Wales, number 103274. Website: [www.das.co.uk](http://www.das.co.uk)

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

DAS Law Limited Head and Registered Office:

DAS Law Limited | North Quay | Temple Back | Bristol | BS1 6FL

Registered in England and Wales, number 5417859. Website: [www.daslaw.co.uk](http://www.daslaw.co.uk)

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

AXA XL Underwriting Agencies Limited is the managing agent of Syndicate 3002: Registered Office 20 Gracechurch Street, London, EC3V 0BG, United Kingdom. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 204848). Registered in England Number 1815126

AXA XL Insurance Company UK Limited: Registered Office 20 Gracechurch Street, London, EC3V 0BG, United Kingdom. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308). Registered in England Number 5328622.

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