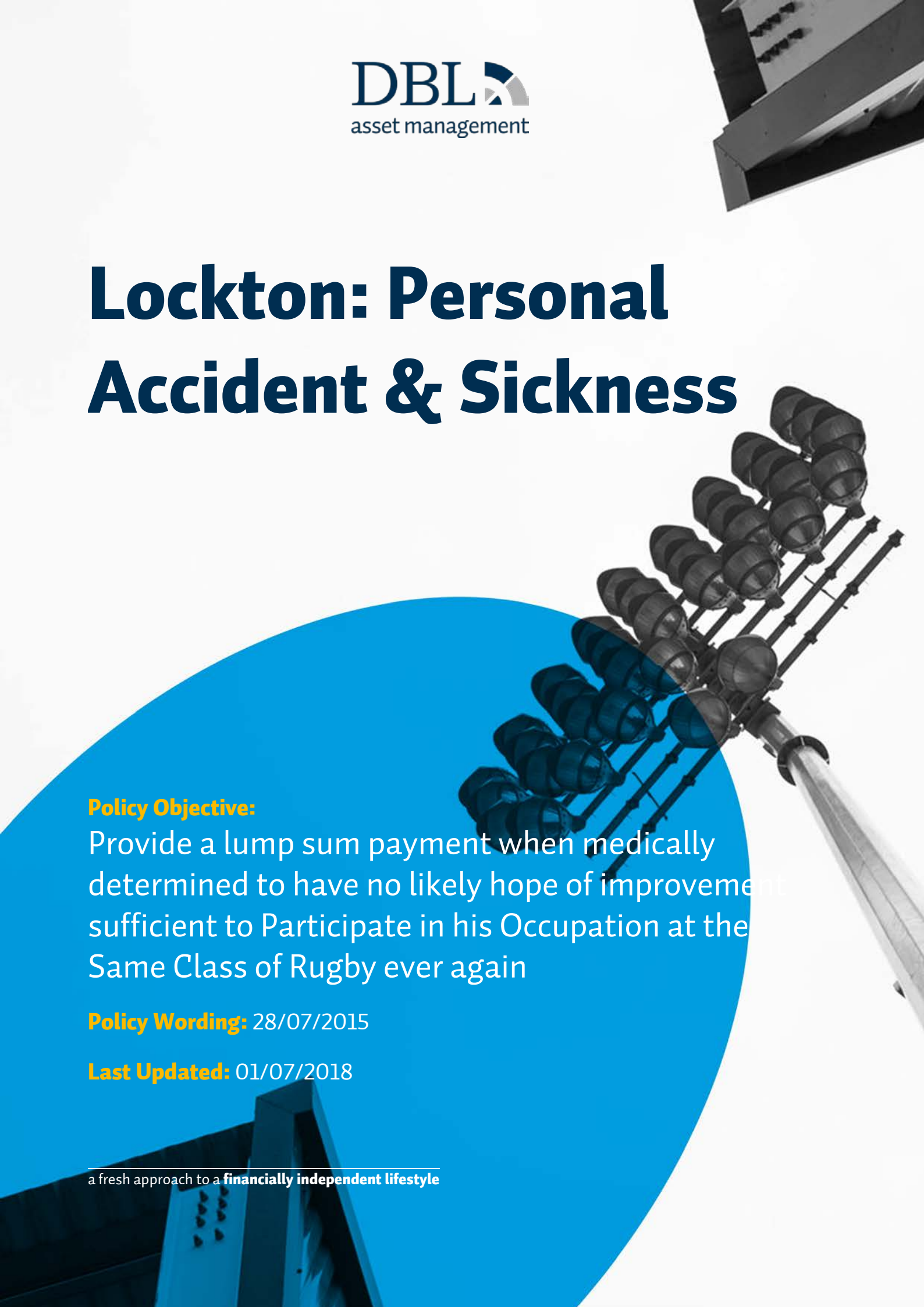
DBL
asset management

Lockton: Personal Accident & Sickness



Policy Objective:
Provide a lump sum payment when medically determined to have no likely hope of improvement sufficient to Participate in his Occupation at the Same Class of Rugby ever again

Policy Wording: 28/07/2015

Last Updated: 01/07/2018

General information

Product Availability:	New Policyholders
Provider:	Lockton Companies LLP
Regulated by the FCA:	Yes
AKG Financial Strength Rating:	Not Rated
Premium type:	Reviewable
Premium frequency:	Annual
Entry Ages:	16+, 33 and above referred to insurers
Medical underwriting?	Yes
Is the policy valid if I move to a club outside the UK?	Yes, UK and Europe only
Can the Terms & Conditions change once the policy has commenced?	Yes, as the policy is renewed annually
Requirements to commence policy:	None
Deferred (Waiting) period:	12 months (Elimination Period)
Maximum insurable lump sum:	£2,000,000
Is the benefit taxable?	No, it is tax free
Can I increase the lump sum I am insuring with contract changes?	Yes
Will the increase be on the same terms?	No, will be dependent on the terms available at date of increase.

Important Information

This document represents a summary of the Lockton Personal Accident & Sickness policy and referenced wording provided by Lockton Companies LLP.

This document is not a recommendation. It does not constitute advice by DBL Asset Management LLP. Should you require advice on the suitability of this contract please contact a financial adviser.

This document has not been designed or approved by Lockton Companies LLP.

All statements concerning the tax treatment of products and their benefits are based on DBL Asset Management LLPs understanding of current tax law and Inland Revenue practice.

Contact information

Who is the point of contact for this policy?	James Summerfield James.Summerfield@uk.lockton.com 07500 951173
Is the company regulated by the FCA?	Yes
Is the point of contact authorised by the FCA to give advice?	Yes
How is the point of contact paid for arranging this policy?	Commission

Claim information

If I am in claim do I have to continue to pay the premiums?	No
If I move outside the UK and I am in claim will the claim still complete?	Yes
At what age does the policy stop insuring me to play rugby?	32, 33 and above referred to insurers
Who do I contact to make a claim?	James Summerfield James.Summerfield@uk.lockton.com 07500 951173
Claim Notification Period:	90 days
Rehabilitation Clause:	Yes
Cover whilst on international duty:	Yes
Proportional Benefit Clause:	Yes

What does the jargon mean?

New Policyholders The policy is available for new business

FCA The Financial Conduct Authority regulates firms and financial advisers so that markets and financial systems remain sound, stable and resilient. The FCA encourages transparent pricing that's easy for everyone to understand. The FCAs aim is to help firms put the interests of their customers and the integrity of the market at the core of what they do. http://www.fca.org.uk

AKG Financial Strength Rating AKG is an actuarially based consultancy specialising in the provision of ratings, information and market assistance to the financial services industry. The objective is to provide a simple broad-brush indication of the general financial strength of a company. In addition to an assessment of the company's ability to meet all of its guaranteed payments to policyholders, AKG also aims to factor in the degree to which policyholders' expectations are likely to be met, or even exceeded, in the long-term. http://www.akg.co.uk/

Reviewable Premiums Reviews will be carried out when the policy is renewed to determine whether the premium will change. This is to establish if the premium is enough to provide the level of cover selected. If your premium increases you can accept the increased premium or keep your premium the same but reduce your level of cover.

Entry Age The ages at which the policy can be applied for.

Commission The arranger is paid by the product provider. Premiums fund the commission.

Pre-Existing Condition Any Pre-Existing Condition not declared and accepted by Insurers which has occurred within the preceding 36 months, reverting to life-time Pre-Existing Conditions Exclusion if Proposal/Medical Form is not received within 45 days of inception. Upon receipt of the Proposal/Medical Form the Pre-Existing Condition clause is removed and replaced with any specific exclusions required by Insurers as a result of the medical underwriting.

36-Month Pre-Existing Condition Physical impairment, defect, degenerative process or infirmity of the Insured Person existing at any time during the 36 months prior to the Policy inception date. For the purpose of this definition a physical impairment, defect, degenerative process or infirmity exists at any time during the 36 months prior to the Policy inception date if it has been diagnosed by a Health Care Practitioner prior to the Policy inception date, or in the event that it has not been so diagnosed then in the opinion of a Health Care Practitioner the Insured Person could reasonably have been expected to be aware of its existence on the Policy inception date.

Lifetime Pre-Existing Condition Physical impairment, defect, degenerative process or infirmity of the Insured Person existing prior to the Policy inception date. For the purpose of this definition a physical impairment, defect, degenerative process or infirmity exists prior to the Policy inception date if it has been diagnosed by a Health Care Practitioner prior to the Policy inception date, or in the event that it has not been so diagnosed then in the opinion of a Health Care Practitioner the Insured Person could reasonably have been expected to be aware of its existence on the Policy inception date.

Elimination Period A term used in insurance to refer to the time period between an injury and the receipt of benefit payments. In other words, it is the length of time between the beginning of an injury or illness and receiving benefit payments from an insurer.

Rehabilitation Clause If following a claim in respect of Temporary Total Disablement the Insured Person participates in ten (10) or less Regular Season and/or Cup and/or Play-off and/or Championship Matches, or any combination thereof, (or professional matches or events with respect to other sportsmen), and whilst the Policy remains in force, has a reoccurrence of the Accidental Bodily Injury or Sickness medically determined by a Health Care Practitioner to be the same as the prior claim, the Excess Period is waived in respect of further claims.

In the event of the reoccurrence of the Accidental Bodily Injury or Sickness or medically determined by a Health Care Practitioner to be the same as the prior claim after the Insured Person has participated in more than ten (10) Regular Season and/or Cup and/or Play-off and/or Championship Matches, or any combination thereof, (or professional matches or events with respect to other sportsmen), whilst the Policy remains in force, a new Excess Period will apply in respect of the new Temporary Total Disablement claim period.

Proportionate Payment of Benefit the amount of any Benefit payable under this Policy in respect of the consequences of the Accidental Bodily Injury or Sickness shall be reduced by the amount which it is reasonably considered would have been the effect of the prior physical disability or condition of the Insured Person in the cause of the claim.

Policy Exclusions – Degenerative Condition osteoarthritis, arthritis or any other degenerative process of the joints, bones, muscles, tendons or ligaments.

a: 14 Kennerley's Lane, Wilmslow, Cheshire, SK9 5EQ
t: 01625 529 499 **e:** enquiries@dbl-am.com **www.dbl-am.com**

CAREER ENDING INSURANCE FOR PROFESSIONAL RUGBY PLAYERS

24-Hour Worldwide Cover
Full 24-hour cover is provided worldwide.

International Duty Cover
Full cover is provided whilst on International duty.

24-Month Claim Notification Period
We offer a 24-month claim notification period which means a player can be declared Permanently Totally Disabled (Career Ended) at any stage within 24 months of the original Accident or Sickness.

No Rehabilitation Clause
Some policies include a Rehabilitation Clause which allows a player an agreed number of games following an Accident or Sickness in order to rehabilitate. Once a player has completed these games a claim cannot be made.
These types of policies do not benefit the player.

Permanent Total Disablement Prior Disability Clause
Our policy includes the above clause which states that if an Accident or Sickness is proven to have been aggravated by a prior disability then the claim amount paid will be reduced by the amount which the prior disability is deemed to have contributed.
Policies that do not have this clause would not pay the claim at all.

An example of this would be where a player suffers an Injury and a Medical Examiner finds that 15% was because of a prior disability connected to the Injury that ended the player's career. Our Insurers would therefore pay 85% of the sum insured.

Additional Benefits at NO extra cost

i)	**Retraining Benefit**	**£ 5,000**
ii)	**Home Invasion Benefit**	**£ 2,500**
iii)	**Child Abduction Benefit**	**£ 2,500**
iv)	**Car Jacking Benefit**	**£ 2,500**
v)	**Coma Benefit**	**£ 250 per week to maximum of 52 weeks**
vi)	**Loss of Speech**	**£ 2,500**
vii)	**Loss of Hearing**	**£ 2,500**
viii)	**Funeral Expenses**	**£ 2,500**
ix)	**Hijack**	**£ 250 for each 24 hour period**

Medical Underwriting
Our approach to the medical underwriting for all policies is taken extremely seriously. We strive to keep any medical exclusions to an absolute minimum however in each case we would automatically review these when the policy is renewed. We have also had personal medical exclusions reviewed and subsequently removed during the policy term.

LOCKTON



Policy Summary

The following summary does not contain the full terms and conditions of the Policy of insurance. You must therefore read the Policy for a full description of the terms and conditions of the insurance provided. This summary does not form part of your contract of insurance.

Insurer

This insurance is underwritten by certain Insurers attaching to the Lockton Companies LLP Lineslip.

About your policy

We will pay the sum insured shown in the schedule of the full policy if the insured person suffers bodily injury during the period of insurance, or suffers a sickness the symptoms of which first manifest themselves during the period of insurance, and which results in the Permanent Total Disability of the insured person from their occupation stated in the schedule of the full policy.

Significant Limitations

Insurers will only pay the benefits payable in the schedule provided that:

- The Permanent Total Disability commences within the timescales of the policy wording
- The injury caused is a result of one single sudden and unexpected event, and not a series of accidents or traumas, or contributed to by any physical impairment, defect, degenerative process or infirmity existing prior to inception of this policy.
- The Insured Person's contract for his services in the occupation stated in the Schedule of the full policy has not been terminated or altered to decrease compensation and/or the period of the contract.
- The Insured Person has not engaged in any occupation or activity in which a greater risk of bodily injury or sickness or disease may be incurred than from the occupation stated in the Schedule of the full policy.
- The Insured Person has submitted to Insurer's proof of Permanent Total Disablement through Insurers' Representatives within the time limits stated in the full policy.

Significant Exclusions (See Exclusions)

This insurance does not cover claims in any way caused or contributed to by:

- air travel, except as a fare paying passenger in a commercially licensed aircraft
- war
- nuclear, chemical, biological terrorism
- deliberate exposure to exceptional danger
- The Insured Person engaging in or taking part in;
  - naval, military or air force service or operations,
  - winter sports (other than on piste skiing, on piste snowboarding, skating and curling),
  - skin diving involving the aid of breathing apparatus, rock climbing or mountaineering normally involving the use of ropes or guides, potholing, parachuting, hunting on horseback, or driving or riding in any kind of race,
  - driving or riding on motor cycles or motor scooters other than mopeds
- suicide
- under the influence of alcohol, as defined by the motor vehicle laws
- The Insured Person;
  - being under the influence of drugs or narcotics that are not lawfully available
  - use of performance enhancing substances, including but not limited to anabolic steroids, stimulants and corticosteroids, regardless of whether or not prescribed by a Health Care Practitioner
  - using any drugs or substances in violation of the rules or regulations of the governing body of the sport in which the Insured Person plays
- conditions of psychotic, psychoneurotic or epileptic origin
- Hepatitis B, Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or their sequelae
- any practices or activities excluded by the Insured Person's professional sports contract in connection with his occupation as stated in the schedule
- osteoarthritis, arthritis or any other degenerative process of the joints, bones, muscles, tendons or ligaments
- any Pre-Existing Condition not declared and accepted by Insurers which has occurred within the preceding 36 months, reverting to life-time Pre-Existing Conditions Exclusion if Proposal/Medical Form is not received within 45 days of inception.
- radioactive contamination and explosive nuclear assemblies, deemed to be:
  - ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
  - the radioactive, toxic, explosive or other hazardous or contaminating properties. of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- the Death of the Insured Person, if caused by Sickness or natural causes

Additional specific exclusions may be added to the policy by Insurers by endorsement

Period of Insurance

The period covered by this insurance is as per policy schedule.
Renewal will be subject to the terms and conditions that apply at the time of renewal.

You may need to review your policy periodically to ensure it remains suitable for your needs

Cancellation

If you decide that you do not wish to proceed, you may cancel this insurance in writing to Lockton Companies LLP within 14 days of either:

- The date you receive your policy documentation; or
- The start of the period of insurance

Whichever is the later.

Compensation

Insurers are covered by the Financial Services Compensation Scheme. You may be entitled to compensation for the Scheme if an Insurer is unable to meet its obligations to you under this contract. If you were entitled to compensation under the Scheme, the level and extent of the compensation will depend on the nature of this contract. Further Information about the Scheme is available from the Financial Services Compensation Scheme (7th Floor Lloyd's Chambers, Portsoken Street, London El 8BN) and on their website: www.fscs.org.uk

Law Applicable to the Insurance

The parties are free to choose the law applicable to this Insurance Contract.
Unless specifically agreed to the contrary this insurance shall be subject to English Law.

Complaints

If you believe that you have a complaint under this Insurance, you should notify Lockton Companies LLP either in writing at The St Botolph Building, 138 Houndsditch, London EC3A 7AG or by telephone on 020 7933 2538. Lockton Companies LLP has internal complaints handling procedures that are available upon request.

In the event that you are dissatisfied with their handling of your complaint you can refer the matter to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process. This complaint procedure is without prejudice to your right to take legal proceedings.

Claims

Claims can be reported to Lockton Companies LLP by telephone on 020 7933 2538 or in writing at The St Botolph Building, 138 Houndsditch, London EC3A 7AG.

PROFESSIONAL RUGBY
PERSONAL ACCIDENT AND SICKNESS POLICY

OUR INSURANCE CONTRACT WITH YOU

This Policy is a contract between You and Us.

The Proposal You provided Us with forms the basis of this Policy.

We will provide insurance as shown in this Policy, based upon the information provided by You in the form of a completed Proposal, which is attached to and forms part of this Policy.

You must read all of these documents to make sure You have all the cover You need, and that all of the information supplied by You is true and complete.

You must pay the required premium stated in the Policy to Us by the date(s) specified, in the event the premium is not paid to Us within thirty (30) days of its due date then Underwriters shall have the right to cancel this Policy by notifying the Insured via the Broker in writing, in accordance with the Premium Payment Clause attached herein.

Under European law, You and Us may choose which law will apply to this contract. Irish/English Law will apply unless both parties agree otherwise.

The insurance applies worldwide unless We state otherwise.

SCHEDULE OF COMPENSATION

This Policy provides cover in respect of the Benefits which have an amount inserted against them.
Note:- The words "NOT COVERED" are inserted against all Benefits which are not covered.

BENEFITS

1.	Death as a result of Accidental Bodily Injury	GBP/EUR …….
2.	Permanent Total Disablement as a result of Accidental Bodily Injury	GBP/EUR …….
3.	Permanent Total Disablement as a result of Sickness	GBP/EUR …….
4.	Temporary Total Disablement as a result of Accidental Bodily Injury	GBP/EUR per week
	during such disablement but not beyond ……. weeks from the date on which the Insured Person first became disabled.	
4a.	Excess Period	26 weeks
5.	Temporary Total Disablement as a result of Sickness	GBP/EUR per week
	during such disablement but not beyond ……. weeks from the date on which the Insured Person first became disabled.	
5a.	Excess Period	26 weeks
6.	Paraplegia and Quadriplegia as a result of Accidental Bodily Injury	GBP/EUR ……
7.	Paraplegia and Quadriplegia as a result of Sickness	GBP/EUR ……

DEFINITIONS

Some words We use have a special meaning in this insurance and are defined below. These words will appear in bold type.

Accident, Accidental - a single, sudden and unexpected event, which occurs at an identifiable time and place during the Period of Insurance.

Beneficiary - the person or entity identified in the Schedule who will be entitled to Benefits covered under this Insurance.

Benefits - the maximum amount We will pay.

Biological Agent - any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which cause illness and/or death in humans, animals or plants.

Bodily Injury - a specific injury which
(a) is sustained by the Insured Person during the Period of Insurance
(b) is caused by an Accident, and
(c) solely and independently of any other cause, causes death or disablement of the Insured Person.

Chemical Agent - any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

Claim Payment - the amount We agree to pay to You for any claim.

Excess Period - the number of consecutive days as stated in the Schedule from the date the Insured Person suffers Temporary Total Disablement during which no Benefits are payable. The sum of money represented by such periods shall not contribute towards any claim for Benefits under this Policy.

Endorsement - a written change to the terms or conditions of this Policy.

Health Care Practitioner - a qualified licensed member of the medical profession as approved by the governing medical association of the country in which the Health Care Practitioner resides who is not a member of Your or the Insured Person's family.

Loss Occurrence - any one event or series of events originating from the same proximate cause resulting in death as a result of Accidental Bodily Injury and/or Permanent Total Disablement as a result of Accidental Bodily Injury and/or Sickness of more than one Insured Person which occurs during any period of 168 consecutive hours commencing when the first loss event occurred.

Manifest - the date when a Sickness is reasonably capable of diagnosis by a Health Care Practitioner.

Matches - competitive games played according to the laws of the game and the regulations of the governing organisation where the Insured Person Participates.

Material Fact - any information which is likely to influence Our acceptance of Your insurance. If you are in doubt as to whether a fact is "material" You should tell us. If You do not tell Us, this may affect Your claim.

Nuclear, Chemical, Biological Terrorism - the use of any nuclear weapon or device or the emission, discharge, dispersal, release, or escape of any solid, liquid or gaseous Chemical Agent and/or Biological Agent during the period of this insurance by 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 or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Occupation - the occupation as stated in the Schedule.

Participate - the Insured Person is on the active roster of any professional team or is a member of a professional association for which the Insured Person is contractually or otherwise obliged to play, and/or is dressed, available and physically able to practice or play for any such team or engage in any part of his Occupation regardless of whether he does in fact play or practice.

Period of Insurance - the period shown on the Schedule for as long as premiums are paid.

Permanent Total Disablement - irrecoverable disablement arising from Accidental Bodily Injury or Sickness which permanently and totally incapacitates the Insured Person for a continuous period of twelve months, and that as a result of the Accidental Bodily Injury or Sickness the Insured Person is medically determined to have no likely hope of improvement sufficient to Participate in his Occupation at the Same Class of Rugby ever again.

Policy - this document, the Schedule, Definitions, Cover, Exclusions, Conditions and any Endorsements.

36-Month Pre-Existing Condition - Physical impairment, defect, degenerative process or infirmity of the Insured Person existing at any time during the 36 months prior to the Policy inception date. For the purpose of this definition a physical impairment, defect, degenerative process or infirmity exists at any time during the 36 months prior to the Policy inception date if it has been diagnosed by a Health Care Practitioner prior to the Policy inception date, or in the event that it has not been so diagnosed then in the opinion of a Health Care Practitioner the Insured Person could reasonably have been expected to be aware of its existence on the Policy inception date.

Lifetime Pre-Existing Condition - Physical impairment, defect, degenerative process or infirmity of the Insured Person existing prior to the Policy inception date. For the purpose of this definition a physical impairment, defect, degenerative process or infirmity exists prior to the Policy inception date if it has been diagnosed by a Health Care Practitioner prior to the Policy inception date, or in the event that it has not been so diagnosed then in the opinion of a Health Care Practitioner the Insured Person could reasonably have been expected to be aware of its existence on the Policy inception date.

Proposal - any information supplied by or on behalf of the Insured Person, deemed to be a completed Proposal Form and Medical questionnaire and other relevant information that We may require.

Schedule - the form attached to this Policy which contains details of You, Benefits and cover which apply to You.

Sickness - any known physical illness, disease or malady which Manifests itself during the Period of Insurance and is diagnosed by a Health Care Practitioner.

Statement of Fact - information You have given us including information given on Your behalf.

Temporary Total Disablement - disablement arising from Accidental Bodily Injury or Sickness, which is medically determined to entirely prevent the Insured Person from Participating in his Occupation for a certain period of time.

We / Us / Our / Insurer - Underwriters named in the Schedule of Insurers or persons appointed to act on Our behalf.

You / Your / Yourself / Insured Person - each person named in the Schedule in this Policy.

COVER

Please read Your Schedule and Schedule of Compensation to see what Personal Accident cover You have. If any Benefit has NOT COVERED on Your Schedule and Schedule of Compensation, You are not covered for that Benefit.

Subject to the terms Conditions and Exclusions of this Policy, We will pay the Beneficiary the Benefits listed on the Schedule:

In the event the Insured Person dies within twenty four months as a result of Accidental Bodily Injury occurring during the Period of Insurance.

In the event the Insured Person sustains Permanent Total Disablement within twenty four months as a result of Accidental Bodily Injury or Sickness occurring during the Period of Insurance.

In the event that the Insured Person sustains Temporary Total Disablement

- which occurs during the Period of Insurance as a result of Accidental Bodily Injury or Sickness.
- which continues without interruption beyond the Excess Period.

EXCLUSIONS

These Exclusions apply to all Sections of this Policy.

This Policy does not cover death or disablement directly or indirectly resulting from or consequent upon

1. the Insured Person engaging in Air Travel, except as a fare paying passenger in a commercially licensed aircraft.

2. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

3. any act of Nuclear, Chemical, Biological Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
   If We allege that by reason of this exclusion any claim is not covered by this Policy the burden of proving the contrary shall be upon You.

4. deliberate exposure to exceptional danger (except in an attempt to save human life), or the Insured Person's own criminal act;

5. the Insured Person engaging in or taking part in:
   (a) naval, military or air force service or operations,
   (b) winter sports (other than on piste skiing, on piste snowboarding, skating and curling),
   (c) skin diving involving the aid of breathing apparatus, rock climbing or mountaineering normally involving the use of ropes or guides, potholing, parachuting, hunting on horseback, or driving or riding in any kind of race,
   (d) driving or riding on motor cycles or motor scooters other than mopeds;

6. suicide or attempted suicide or intentional self-inflicted injury or the Insured Person being in a state of insanity;

7. the Insured Person being under the influence of alcohol, as defined by the motor vehicle laws of the state in which this Policy was delivered or issued for delivery.

8a. the Insured Person being under the influence of drugs or narcotics that are not lawfully available, unless prescribed for the Insured Person by a Health Care Practitioner.

8b. the Insured Person's use of performance enhancing substances, including but not limited to anabolic steroids, stimulants and corticosteroids, regardless of whether or not prescribed by a Health Care Practitioner.

8c. the Insured Person using any drugs or substances in violation of the rules or regulations of the governing body of the sport in which the Insured Person plays.

9. conditions of psychotic, psychoneurotic or epileptic origin.

10. Hepatitis B, Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or their sequelae howsoever the aforementioned conditions have been acquired or maybe named.

11. any practices or activities excluded by the Insured Person's professional sports contract in connection with his Occupation.

12. osteoarthritis, arthritis or any other degenerative process of the joints, bones, muscles, tendons or ligaments.

13. any Lifetime Pre-Existing Condition not declared and accepted by Insurers.

14. Radioactive contamination and explosive nuclear assemblies, deemed to be:
    (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
    (b) the radioactive, toxic, explosive or other hazardous or contaminating properties. of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
    (c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

CONDITIONS

These Conditions apply to all Sections of this Policy.

1. If You Cancel Your Policy

You may cancel this insurance at any time by giving Us 30 days notice in writing. All cover will cease 30 days after the letter has been received by Us.

If We cancel Your Policy

We may cancel this insurance by giving you 30 days written notice by recorded delivery to Your last known address. You are deemed to have received the letter 30 days after the letter has been posted and all cover will immediately cease from that date.

We will refund any unused premium on a pro-rata basis providing there has been no claim made in the previous 12 month period.

2. Your duty to Us

You must take all reasonable steps to prevent or minimise loss. You must take all reasonable steps to avoid or minimise any claim.

When You took out this insurance, You told us certain Material Facts. Should any of these facts change, You must also advise Us as soon as reasonably possible. Other material changes which could affect this insurance should also be advised e.g. a change of address, a change of contract, a change of club, a change in occupation of any Insured Person. This list is not exhaustive and if You are in any doubt as to whether a change will affect your insurance, You should tell Us.

If You do not tell Us, You may not be covered in the event of a claim or Your cover may be affected. We reserve the right to cancel cover following a change.

3. Material Fact

No cover will be provided to You or any Insured Person who has concealed or misrepresented any Material Fact relating to this Policy before or after a loss.

4. Terms and Conditions

We will only provide the insurance described in this Policy if You and the Insured Person have kept to all the terms, conditions and Endorsements. Waiver by Us of any term, condition or Endorsement will not prevent Us from relying on such terms, conditions or Endorsement in the future.

5. Policy Amendments

No change in this Policy shall be valid until it has been approved by Us in writing. No agent or broker has authority to change this Policy or to waive any of its terms, conditions or Endorsements.

6. Other Insurance

This Policy is issued on the condition You have no other Accident or Sickness insurance with respect to the Insured Person except as specifically declared to Us at inception or agreed by Us during the Period of Insurance.

7. No Assignment of Policy

No assignment of this Policy, or any rights hereunder, shall be binding upon the Us unless the We agree to such assignment in writing in advance of such assignment.

8. Limitation of Actions

No actions or other proceedings shall be brought to recover or seek relief under this Policy prior to ninety (90) days from the submission, through Our representatives, of a completed claim form nor in the event after the expiration of two (2) years from the commencement of Permanent Total Disablement.

9. Conformity to Statute

Any provision of this Policy which, on its effective date, is in conflict with the laws or statute of the state or province governing this Policy, is hereby amended to conform to the minimum requirements of such laws or statutes.

10. Subscribing Insurers

The subscribing Insurers' obligations under this Policy are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurer who for any reasons does not satisfy all or part of its obligations.

11. Arbitration

If there are any dispute as to the interpretation of this Policy, or as to any rights or obligations under the Policy, such dispute shall, at Our option, be referred to Arbitration under the provisions laid down under current English legislation. Where any dispute is referred to arbitration under the terms of this Condition, You shall not exercise any right of legal action against Us before an award is made in the course of the arbitration.

12. Change of Occupation

If the Insured Person shall engage in any occupation or activity in which greater risk may be incurred than in the Occupation of the Insured Person without first notifying Us and obtaining Our written agreement to the amendment of the Policy (subject to the payment of such reasonable additional premiums as We may require as the consideration for such agreement), then no claim shall be payable in respect of any Accident arising out of or in the course of such occupation or activity.

13. Change in Contract status of You and/or Insured Person

No Benefit shall be payable under this Policy if the Insured Person's or Your contract for the Insured Person's services in his Occupation is terminated or altered to decrease compensation and / or the period of the contract, unless We are notified of such alterations and agree in writing, to continue the coverage under this Policy. In the event no such written agreement is given to continue the coverage under this Policy We shall have the option of cancelling this Policy from the date of such alteration and returning any unearned premium under this Policy.

14. Claims

A. Fraudulent or False Claims

If any claim or part of a claim is made fraudulently or falsely, then the insurance shall be become void and any claim under it shall be forfeited. Any Benefit so claimed and received must be repaid to Us.

B. Notification

In the event Accidental Bodily Injury or Sickness of the Insured Person, causes or may cause Temporary Total Disablement within the meaning of this Policy, You must contact Us, in writing, as soon as practicable or at least within 14 days from the date of Accidental Bodily Injury or manifestation of Sickness.

In the event Accidental Bodily Injury or Sickness of the Insured Person, causes or may cause Permanent Total Disablement within the meaning of this Policy, You must contact Us, in writing, as soon as practicable or at least within 90 days from the date of Accidental Bodily Injury or manifestation of Sickness.

In the event Accidental Bodily Injury of the Insured Person, causes or may cause death within the meaning of this Policy, the Beneficiary or the Beneficiary's executors or administrators must contact Us, in writing, as soon as practicable or at least within 90 days from the date of Accidental Bodily Injury.

C. Action of the Insured Person

The Insured Person must as early as possible place himself under the care of a Health Care Practitioner.

D. Co-operation

We shall not be liable to pay any Benefits under this Policy unless You and/or the Insured Person and/or the Beneficiary fully co-operate with Us in the investigation and evaluation of the incident or claim. This shall include in the event of death by Accident, obtaining a copy of the death certificate and any other records We deem necessary.

E. Right to Medical Examination

After initial notice or submission of an incident or claim, any medical examiner appointed by Us shall be allowed, so often as may be deemed necessary, to conduct an examination of the Insured Person; and in the event of Accidental Death of the Insured Person to conduct an autopsy if legally permitted.

F. Right to Access Additional Material

You and the Insured Person shall provide, assist and co-operate with Us in obtaining any other records We deem necessary to evaluate the incident or claim.

G. Death

If Sickness involves the death of the Insured Person prior to the definite settlement of compensation for disablement, no Benefit will be payable under this Policy by Us.

H. Loss Occurrence

Any claim covered under this Policy arising out of or relating to a Loss Occurrence shall be subject to a separate limit of indemnity equal to the Benefit claimed for each Insured Person or the Loss Occurrence Limit, whichever is the lesser sum.

I. Prior Disability

If the consequences of an Accidental Bodily Injury or Sickness are judged by our medical examiner to be aggravated by any physical disability or condition of the Insured Person which existed before the Accidental Bodily Injury or Sickness occurred, the amount of any Benefit payable under this Policy in respect of the consequences of the Accidental Bodily Injury or Sickness shall be reduced by the amount which it is reasonably considered would have been the effect of the prior physical disability or condition of the Insured Person in the cause of the claim.

J. Limitations to payment of Temporary Total Disablement Benefit

Temporary Total Disablement Benefit payable under this Policy shall not exceed the Insured Person's annual contractual earnings after deduction of all taxes payable.

Temporary Total Disablement Benefit shall only be payable in the event of ceased / reduced contractual payment by the Insured Person's Club, employer and/or sponsor. Benefit payable, after taking into account any continuing payments by the Insured Person's Club shall not lead to the Insured Person receiving payments from the Club, employer, sponsor and Us exceeding his net contractual earnings prior to disability.

K. Recovery

The Insured Person is deemed to have made a recovery when he is able to Participate in his regular Occupation, and perform the major duties thereof, even if he chooses not to.

L. Our Duty to Pay

Payment may be made under this Policy only after You and/or the Insured Person have submitted, through the agent/broker as stated in the Schedule, the completed Claim Form, a general medical release signed by You and/or the Insured Person, any other materials requested by Us, and only after We have completed an investigation of such incident or claim and agreed the claim is covered under the terms and conditions of this Policy.

M. Settlement

Temporary Total Disablement

No Temporary Total Disablement Benefit shall become payable until the total claim amount has been ascertained and agreed by Us. If, nevertheless, payment is made for Temporary Total Disablement Benefit, the amount paid shall be deducted from any lump sum becoming payable in respect of Accidental Death Benefit arising from the same Accidental Bodily Injury or Permanent Total Disablement Benefit arising from the same Accidental Bodily Injury or Sickness.

Payment of the Temporary Total Disablement benefit will cease when:

- the Insured Person has made a recovery from Temporary Total Disablement; or
- the Total Maximum Benefit Period is exhausted, or the Aggregate Maximum Limit of Insurance is exhausted; or
- the Insured Person dies or is deemed to be Permanently Totally Disabled by Us.

whichever first occurs.

Accidental Death

In the event of Accidental Death Claims must be presented to Us for settlement within 24 months of the date of the original Accidental Bodily Injury. giving rise to such claim under this Policy, unless otherwise agreed by Us.

Death following Sickness or natural causes is not covered under this Policy.

Permanent Total Disablement

In the event of Permanent Total Disablement, claims must be presented to Us for settlement within 24 months of the date of the original Accidental Bodily Injury or Sickness giving rise to such claim under this Policy, unless otherwise agreed by Us.

N. Rehabilitation: Temporary Total Disablement

If following a claim in respect of Temporary Total Disablement the Insured Person participates in ten (10) or less Regular Season and/or Cup and/or Play-off and/or Championship Matches, or any combination thereof, (or professional matches or events with respect to other sportsmen), and whilst the Policy remains in force, has a reoccurrence of the Accidental Bodily Injury or Sickness medically determined by a Health Care Practitioner to be the same as the prior claim, the Excess Period is waived in respect of further claims.

In the event of the reoccurrence of the Accidental Bodily Injury or Sickness or medically determined by a Health Care Practitioner to be the same as the prior claim after the Insured Person has participated in more than ten (10) Regular Season and/or Cup and/or Play-off and/or Championship Matches, or any combination thereof, (or professional matches or events with respect to other sportsmen), whilst the Policy remains in force, a new Excess Period will apply in respect of the new Temporary Total Disablement claim period.

O. Refund of Permanent Total Disablement Benefit

In the event that We pay a claim under the Permanent Total Disablement section of this Policy and the Insured Person subsequently recovers sufficiently to resume his Occupation, the Policy Beneficiary agrees to immediately refund all monies paid to them under this Policy.

P. Interest

No sum payable under this Policy shall carry interest.

PREMIUM PAYMENT CLAUSE

The Insured undertakes that premium will be paid in full to Underwriters within 45 days of inception (or, in respect of instalment premiums, when due).

If the premium due under this policy has not been so paid to Underwriters within 45 days of inception (and, in respect of instalment premiums, by the date they are due) Underwriters shall have the right to cancel this policy by notifying the Insured via the broker in writing. In the event of cancellation, premium is due to Underwriters on a pro rata basis for the period that Underwriters are on risk but the full policy premium shall be payable to Underwriters in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this policy.

It is agreed that Underwriters shall give not less than 15 days prior notice of cancellation to the Insured via the broker. If premium due is paid in full to Underwriters before the notice period expires, notice of cancellation shall automatically be revoked. If not, the policy shall automatically terminate at the end of the notice period.

Unless otherwise agreed, the Leading Underwriter (and Agreement Parties if appropriate) is authorised to exercise rights under this clause on their own behalf and on behalf of all Underwriters participating in this contract.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

Where the premium is to be paid through a London Market Bureaux, payment to Underwriters will be deemed to occur on the day of delivery of a premium advice note to the Bureau.

11/01
LSW 3000 (amended)

INSURERS SEVERAL LIABILITY CLAUSE

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. A 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 contract.

The proportion of liability under this contract 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 this contract.

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 contract. 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 writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

09/02/09
LMA5123 (amended)

LAW AND JURISDICTION CLAUSE

In the event of a dispute this insurance shall be governed by and construed in accordance with the law of Ireland and each party agrees to submit to the exclusive jurisdiction of the Irish courts.

CATASTROPHIC BENEFIT (PARAPLEGIA AND QUADRIPLEGIA)

In the event the Insured Person suffers Permanent Paraplegia or Quadriplegia within twenty four (24) months, as a result of Accidental Bodily Injury or Sickness occurring during the Period of Insurance, then the Insurer agrees to pay an amount of GBP/EUR ……. to the Insured Person subject to the terms, conditions and provisions of this Policy.

RE-TRAINING BENEFIT

In the event that the Insured Person sustains Permanent Total Disablement, within twenty four (24) months of an Accidental Bodily Injury or Sickness occurring during the Period of Insurance, then the Insurer agrees to pay an additional amount of up to GBP/EUR 5,000 to the Insured Person to be used specifically to pay for training for another occupation. Any amount payable must be claimed within three (3) months of full and final settlement of the Permanent Total Disablement benefit on provision of the appropriate documentation and receipts.

HOME INVASION BENEFIT

To cover any medical or psychiatric expenses for the Insured Person or an immediate family member who resides with the Insured Person, associated with the trauma up to GBP/EUR 2,500.

The event must occur during the policy period for this Benefit to apply.

This Clause is excess of any other valid and collectible benefit.

CHILD ABDUCTION BENEFIT

For children of the Insured Person aged under 13 and who reside with the Insured Person, this covers expenses such as related travel, phone costs, medical, dental and psychiatric costs for the child victim up to GBP / EUR 2,500.

The event must occur during the policy period for this Benefit to apply.

This Clause is excess of any other valid and collectible benefit.

CAR JACKING BENEFIT

Cover for the Insured Person or an immediate family member who resides with the Insured Person for expenses related to Accidental Bodily Injury and trauma up to GBP/EUR 2,500.

The event must occur during the policy period for this Benefit to apply.

COMA BENEFIT

In the event the Insured Person is rendered comatose within 90 days of suffering Accidental Bodily Injury occurring during the Period of Insurance, and if the coma continues for a period of 30 consecutive days, Insurers will pay a weekly benefit of GBP/EUR 250 for a maximum period of 52 weeks.

The benefit is payable weekly as long as the Insured Person remains comatose due to that Accidental Bodily Injury, but ceases on the earliest of:

1 - the date the Insured Person ceases to be comatose due to that Accidental Bodily Injury

2 - the date the Insured Person dies

Coma and comatose as used in this Benefit means a profound state of unconsciousness from which the Insured Person cannot be aroused to consciousness, even by powerful stimulation, as determined by a doctor.

LOSS OF SPEECH BENEFIT

In the event the Insured Person suffers a total and irrecoverable loss of speech within twenty four months as a result of Accidental Bodily Injury or Sickness occurring during the Period of Insurance, Insurers will pay up to GBP/EUR 2,500.

LOSS OF HEARING BENEFIT

In the event the Insured Person suffers a total and irrecoverable loss of hearing within twenty four months as a result of Accidental Bodily Injury or Sickness occurring during the Period of Insurance, Insurers will pay up to GBP / EUR 2,500.

FUNERAL EXPENSES BENEFIT

In the event of death of the Insured Person within 24 months as a result of Accidental Bodily Injury occurring during the Period of Insurance Insurers will pay Funeral Expenses up to GBP/EUR 2,500.

HIJACK BENEFIT

In the event the Insured Person is involved in a Hijack, Insurers will pay GBP/EUR 250 for each 24 hour period to an Aggregate Limit of GBP/EUR 5,000.

Hijack/hijacked as used in this Benefit shall be the illegal holding under duress, for a period in excess of six hours, of the Insured whilst travelling on any aircraft, motor vehicle or waterborne vessel.

The event must occur during the policy period for this Benefit to apply.