



# Sports Injury

(For Sporting Bodies, Associations & Clubs)

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## Product Disclosure Statement and Policy Wording

*sportscover.com*

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# Product Disclosure Statement (PDS)

15 April 2008

## The purpose of this PDS

This PDS has been prepared to help You decide:

- Whether this product will meet Your needs; and
- Compare this product with any other products You may be considering.

This document tells You about the Sportscover Sports Injury insurance. It is designed to help You decide if the cover is right for You. Any advice is general only and does not take into account Your individual needs and circumstances. You should read it, and any other documents We send You, to ensure You understand Your cover. Please keep them in a safe place for future reference.

## The Issuer

This product is administered by Sportscover Australia Pty Ltd (ABN 43 006 637 903) (AFS Licence No.230914) of 271-273 Wellington Road, Mulgrave, Vic. 3170 under an authority from certain Underwriters at Lloyd's.

You can contact Sportscover Australia Pty Ltd by:

Telephone: (03) 8562 9100  
Fax: (03) 8562 9111  
Email: [asiapac@sportscover.com](mailto:asiapac@sportscover.com)  
In Writing: 271-273 Wellington Road,  
Mulgrave, Vic 3170

## Cooling-off Period

If You decide this Policy does not meet Your needs You are entitled to cancel this Policy prior to the expiration of 14 days from the earlier of:

- The date You received confirmation of the insurance transaction; or
- The end of the fifth day after the Policy was issued to You.

A full refund of premium You have paid will be made to You (inclusive of Government Taxes and charges) unless You have made a claim under this Policy.

You can also cancel the Policy at other times in accordance with the terms shown in the Policy.

## Your Privacy

The Privacy Act 1988 seeks to ensure the confidentiality and security of any personal information.

The Sportscover Australia Privacy Policy detailing Our handling of personal information is available on request or on Our Website [www.sportscover.com](http://www.sportscover.com). You have the right to access and correct Your personal information We hold. If You would like to do this please call Us.

## Your Duty of Disclosure

To comply with Your Duty of Disclosure when You enter into a Policy of Insurance, or vary, renew, extend, replace or reinstate it, You must tell Us everything You know, and which a reasonable person in the circumstances, could be expected to know, is relevant to Our decision to insure You and, if so, on what terms.

Your duty however, does not require disclosure of matters:

- that diminish the risk to be undertaken by Us.
- that are of common knowledge.
- that We know or in the ordinary course of Our business ought to know.

as to which compliance of Your duty is waived by Us.

If You fail to comply with this Duty, We may reduce or deny any claim You make and/or cancel the policy. If You fraudulently keep information from Us or deliberately make false

statements We may avoid Your contract and treat Your insurance as if it never existed.

### The Purpose of the Cover

The Policy provides Sports accident cover for individuals, clubs, companies and associations. It is an annual renewable cover, however the Policy is not guaranteed renewable.

### How to Apply for Insurance

Complete the application form and forward it to Your Sportscover Accredited Broker.

If Your application is accepted, We will send You a schedule that sets out details of the insurance You have taken out. Please keep the Policy Wording and attach the schedule to it.

### How to Make a Claim

If You wish to make a claim, please contact Your Broker or Us. Details about making a claim are shown in the Policy Wording.

### Taxation

All Government Taxes and charges are shown separately on the insurance schedule. Details about the GST are shown in the Policy Wording.

### Excess Period / Excess Payable

In the event of a claim, You will not be entitled to receive any payment until an Excess Period has expired. The Excess Periods are described in the Policy and shown on Your schedule.

In some circumstances You will also be required to contribute to Your claim. The excess payable is described in the Policy and shown on Your schedule.

### Significant Features and Benefits

Depending on the cover You or Your club or association chooses, the Policy provides for:

- Weekly payments if an Insured Person is Temporarily Totally Disabled through Bodily Injury;

- A capital sum payment if, for example, an Insured Person loses hearing, an eye or a limb.

The main benefits are:

- Lump sum payments for some permanent injuries;
- Cover for non Medicare medical expenses; and
- Cover for loss of income

### Significant Risks

The Policy will not provide cover in some circumstances nor for some injuries. You should read the Policy exclusions for full details. Some of the main exclusions are Bodily Injury caused by or resulting from:

- Self-infliction
- War and terrorism
- Aerial activities
- Being under the influence of drugs or alcohol
- Criminal acts
- Psychiatric or psychological disorder
- Contamination by radioactivity
- Pre-existing conditions
- Sickness

### The Premium

Your premium is calculated taking into account many and varied risk factors. It is payable annually or by instalments in some circumstances.

Your total premium includes all Government charges that are shown separately on the schedule.

Premium rates may be changed only on renewal of the Policy. You will be given at least 14 days notice prior to the annual expiration date of the Policy of the renewal terms.

## Code of Practice

This Policy is Insurance Council of Australia's General Insurance Code of Practice compliant, apart from any claims adjusted outside Australia. Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry. Any enquiry or complaint relating to this Insurance should be referred to Us in the first instance. If this does not resolve the matter or You are not satisfied with the way a complaint has been dealt with, You should write to:

Lloyd's Underwriters' General Representative in Australia

Suite 2, Level 21  
Angel Place  
123 Pitt Street  
Sydney NSW 2000  
Telephone Number: (02) 9223 1433  
Facsimile Number: (02) 9223 1466

If Your dispute remains unresolved You may be referred to the **Financial Ombudsman Service** under the terms of the General Insurance Code of Practice. For other disputes You will be referred to other proceedings for resolution. Details are available from Lloyd's Underwriters' General Representative in Australia at the address above

The Underwriters accepting this Insurance agree that:

(i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;

(ii) any summons notice or process to be served upon the Underwriters may be served upon:

Lloyd's Underwriters' General Representative in Australia  
Suite 2, Level 21  
Angel Place  
123 Pitt Street  
Sydney NSW 2000

who has authority to accept service and to appear on the Underwriters' behalf;

(iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

## Dispute Resolution

We will do everything possible to provide a high quality service to You. However, We recognise that occasionally there may be some aspect of Our service or a decision We have made that You wish to question or draw to Our attention.

We have a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to Your complaint within 15 working days.

If You would like to make a complaint or access Our internal dispute resolution service please contact Your nearest Sportscover office and ask to be referred to Our dispute resolution department or contact Us via [www.sportscover.com](http://www.sportscover.com)

## Policy Terms and Conditions

### The Insurer

The Policy is underwritten by Syndicate 3334 at Lloyd's (Sportscover), registered address in Australia is 271-273 Wellington Road, Mulgrave VIC 3170.

This is to certify that in accordance with the authorisation granted under contract number B0573K070288 to Sportscover Australia Pty Ltd, Syndicate 3334 at Lloyd's have agreed to insure You, in accordance with the terms and conditions of this Policy.

You or Your representative can obtain further details of Syndicate 3334 by requesting them from Us. In accepting this insurance, We have relied on the information and statements that you have provided on the Proposal Form (or Declaration). You should read this Policy carefully and if it is not correct contact Us.

### Our agreement with You

This Policy is a legal contract between You and Us. You pay Us the premium, and We provide You with the cover You have chosen as set out in the Policy Schedule and wording for events occurring during the Period of Insurance shown on Your Policy Schedule or any renewal period.

The amount of any Excess that applies to Your Policy will be shown on Your Policy Schedule.

The exclusions in the section(s) headed 'What We will not pay for' and conditions in the section headed 'General Conditions' apply to this Policy.

### Your Policy

Your Policy consists of the Policy Terms and Conditions in this document and the Policy Schedule You receive.

Please read Your Policy carefully, and satisfy yourself that it provides all the cover You require.

If You want more information about any part of Your Policy, please call Your broker or contact Us via [www.sportscover.com](http://www.sportscover.com)

It is an important document and you should keep it in a safe place with all other papers relating to this insurance.

## Cover

If whilst this Policy is in force, an Insured Person suffers Bodily Injury within the Scope of Cover then subject to the terms and conditions set out below, including in particular the Exclusions, and receipt by Us of the Premium(s), We shall pay the Benefits as stated in Your Policy Schedule.

## Words with special meanings

Throughout the Policy there are words that have special meanings. These words are:

**Accident** means a sudden, unexpected, unusual, specific event which occurs at a definable time and place.

**Act of Terrorism** means any actual or threatened act of any person acting individually or on behalf of or in connection with any organization with activities directed towards the overthrowing or influencing of any government de jure or de facto. And/or any actual or threatened act of any person acting individually or on behalf of or in connection with any organization with activities directed towards influencing the general public or any part thereof. In any action, suit or other proceedings where Underwriters allege that by reason of the Exclusion any loss is not covered by this Insurance the burden of proving that such loss is covered shall be upon The Insured.

**Bodily Injury** means an injury which, occurs solely and independently of any other cause; and

- (a) is sustained by an Insured Person during the Scope of Cover,
- (b) is sustained by an Insured Person during the Period of Insurance,
- (c) is caused by an Accident, and
- (d) results, within 12 calendar months of the Accident, in the Insured Person suffering one or more of the Events listed in [Section 4.1 Capital Benefits](#) and/or incurring expenses insured under [Section 4.2 Medical Benefits](#) and/or suffering [Temporary Total Disablement](#).

**Disablement** means Temporary Total Disablement.

**Excess** means the amount of money that You or the Insured Person will be required to contribute in any claim. The amount is shown in The Schedule.

**Excess Period** means the number of consecutive days that no Weekly Benefit is payable following the Temporary Total Disablement for which treatment is received from a Medical Practitioner.

**Inception Date** means 4pm on the From date shown in Your Policy Schedule.

**Insurance Premium Tax** means all Taxes payable to the Government at the rate applicable from time to time.

**The Insured** means the club, association, company or individual specified in The Schedule.

**Insured Person** means, any member of The Insured, or any other person actively engaged in and appropriately registered for the purpose of playing the Sport of The Insured. This includes any officials and/or co-opted volunteers acting for and on behalf of The Insured.

**Maximum Benefit Period** means the total period for which Weekly Benefits will be payable under this Policy in respect of all Temporary Total Disablement.

**Medical Practitioner** means a duly qualified and registered Medical Practitioner who is not related to You, or the Insured Person to whom the Bodily Injury has occurred, by blood or marriage.

**Medical Expenses** means any reasonable expense incurred by You from a Medical Practitioner where the expense is directly as a result of a Bodily Injury received whilst playing the Sport nominated in The Schedule. This does not include any amount to which a Medicare rebate shall apply or that is payable from any other source.

**Net Income Lost** means:

For an Insured Person who is a salaried employee, their gross weekly rate of pay prior to deduction of income tax earned from personal exertion excluding bonuses, commission, overtime or allowances averaged over the twelve (12) months prior to the Bodily Injury or averaged over a shorter period if the Insured Person has been in that role for less than twelve (12) months;

For an Insured Person on a Total Employment Cost (TEC) basis, the average gross weekly value of the package including but not limited to items such as wages, vehicle costs subscriptions, fees and travel allowances before income tax but excluding bonuses, commission, overtime or other allowances;

For a self employed Insured Person, the gross weekly income earned from personal exertion after the deduction of all expenses necessarily incurred in earning that income, averaged over the twelve (12) months prior to the Bodily Injury or averaged over a shorter period if the Insured Person has been in that role for less than twelve (12) months;

In respect of all Insured Persons any amount for which they are entitled to by way of sick leave, payments from any National, State or Territory legislation, including Social Welfare legislation, or any other Policy of insurance shall be deducted from the amount so calculated.

**Normal Place of Residence** means the place in which the Insured Person currently lives and has been resident for the past three (3) consecutive months or intends to be resident for at least three (3) months.

**Occupation** means the Insured Person's usual employment, profession or occupation.

**Premium** means the amount payable by You to Us as specified in the Policy Schedule.

**Scope of Cover** means:

- (a) Playing in official matches under the auspices of The Insured.
- (b) Engaged in organised training or practice (including practice matches) for the Sport as noted in The Schedule.



- (c) Travelling directly to or from or between activities described in (a) or (b) above and the Insured Person's Normal Place of Residence or place of employment. Any amount payable under Section 4.1 Capital Benefit shall be limited to 20% of the applicable Benefit.
- (d) Staying away from the Insured Person's home district including overseas travel during a tour for the purpose of participating in representative matches and/or any other games duly authorised by The Insured.
- (e) Actually engaged in administrative or organised social activities of The Insured.

**Temporary Total Disablement** means disablement which entirely prevents the Insured Person from performing each and every duty of their Occupation.

**We, Us, and Our** means Sportscover Australia Pty Ltd under an authority from The Insurer.

**You, Your, Policyholder** means The Insured named in the Policy Schedule.

**War**, shall mean undeclared war, civil war, insurrection, rebellion, revolution, war-like act by military force or military personnel, destruction or seizure or use for a military purpose, and including any consequences of any of these.

## General Conditions

Any fraud, mis-statement or concealment, either in the proposal or in relation to any other matter affecting this Insurance, shall entitle Us to render this Insurance null and void and any monies which have been paid by Us to You or an Insured Person must be repaid in full immediately.

Australian law allows the parties to choose the law applicable to this Policy. This Policy will be governed by and construed in accordance with Australian Law. We and the Policyholder agree to submit to the exclusive jurisdiction of the Australian Courts.

An Insured Person must be a permanent resident of Australia, unless specifically declared to and agreed in writing by Us.

# Policy Benefits

## 4.1 Capital Benefits

Bodily Injury sustained by an Insured Person during the Scope of Cover which within twelve calendar months results in:- The benefits payable will be the following percentage of the Capital Benefit specified in The Schedule.

### Event

<b>1</b>	Death (limited to 20% of the Capital Benefit in The Schedule for Insured Persons under 18 years of age)		100%
<b>2</b>	Permanent Quadriplegia		100%
<b>3</b>	Permanent Paraplegia		100%
<b>4</b>	Permanent total loss of sight	two eyes one eye	100% 50%
<b>5</b>	Permanent total loss of hearing	two ears one ear	75% 25%
<b>6</b>	Permanent total loss of use of	two arms one arm	75% 35%
<b>7</b>	Permanent total loss of use of	two legs one leg	75% 35%
<b>8</b>	Permanent total loss of use of	two+ fingers two fingers one finger one thumb	40% 14% 4% 5%
<b>9</b>	Permanent total loss of use of	two+ toes two toes one toe	40% 14% 4%
<b>10</b>	Permanent total loss of	two kidneys one kidney spleen liver two testicles one testicle sexual function	75% 30% 25% 70% 40% 6% 45%
<b>11</b>	Total & permanent	Disfigurement shortening of leg	up to 45% 7%

For the purposes of this **Event 11** only, Disfigurement means disfigurement that extends to more than 20% of the entire external body. The total percentage paid to be at Our sole and absolute discretion.

## Capital Benefits – (cont)

- |           |  |           |
|-----------|--|-----------|
| <b>12</b> | Any permanent total disability or permanent total loss of use of any body part not shown above will be compensated at a percentage of the Capital Benefit as determined at the sole and absolute discretion of the underwriters. Such determination will not be inconsistent with the benefits provided under <a href="#">Events 4-11</a> inclusive. | up to 90% |
| <b>13</b> | Becoming HIV positive but cover for this Event is only provided if the infection was as a direct result of playing or participating in the Sport nominated in The Schedule.  | 10%       |
| <b>14</b> | Actual Non Medicare Medical Expenses incurred following Accidental miscarriage or premature child birth up to max 26 weeks of pregnancy.   | up to 5%  |

Cover for this Event is only provided if the miscarriage or childbirth was as a direct result of playing or participating in the Sport nominated in The Schedule

[Event 14](#) is subject to deduction of the Excess specified in The Schedule for Medical Benefits

## 4.2 Medical Benefits

*(If noted in The Schedule that You have purchased this Section)*

### 4.2.1 Non Medicare Benefits

If, during the Scope of Cover, an Insured Person suffers Bodily Injury which within twelve (12) calendar months results in:

- Private Hospital Accommodation
- Ambulance Transport Cost
- Chiropractic
- Dental Services (to sound whole teeth only)
- Ancillary Medical Procedures
- Theatre Fees in Private Hospital where Medicare does not apply
- Orthotics, Splints and Prosthesis where an Insured Person's Medical Practitioner considers them medically necessary for the treatment of the Bodily Injury

We will pay for the Non Medicare Medical Expenses incurred subject to the percentage and maximum sum insured as noted in The Schedule

This benefit covers only expenses that are not covered by the Medicare Act 1983. Further, it only applies to the difference between any private health insurance rebate to which an Insured Person may be entitled and the actual cost incurred by the Insured Person.

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

In the event an Insured Person suffers Bodily Injury more than 200 kilometres from their Normal Place of Residence and are hospitalized for three (3) days or more at that location We will pay up to \$2,000 toward the cost of repatriation to a medical facility of the Insured Person's choice within 20 kilometres of their Normal Place of Residence in addition to expenses incurred under [Section 4.2.1](#).

#### **4.2.2 Physiotherapy Benefits**

If, during the Scope of Cover, an Insured Person suffers Bodily Injury which within twelve calendar months results in physiotherapy treatment required and provided by a suitably qualified physiotherapist We will pay the following:

Visits 1 to 5 95% (of the fee charged less rebates from other sources)

Visits 6 to 10 80% (of the fee charged less rebates from other sources)

All other visits 75%

This benefit is subject to the maximum payment per claim and the application of the Excess specified in The Schedule.

### **4.3 Weekly Benefits**

*(If noted in The Schedule that You have purchased this Section)*

#### **4.3.1 Loss of Income Benefit – Income Earners**

If an Insured Person who earns income via personal exertion suffers Bodily Injury during the Scope of Cover resulting in Temporary Total Disablement We shall pay the percentage noted in The Schedule of the Insured Person's Net Income Lost or the amount specified for this benefit in The Schedule, whichever is the lesser. Cover is only provided if the Insured Person was engaged full time in their Occupation up to the time of the Bodily Injury. An Insured Person's entitlement to benefits under this Section does not commence until after the expiry of the Excess Period specified in The Schedule.

#### **4.3.2 Student Allowance – Non Income Earners**

If an Insured Person, who does not earn income but is a full time student at an accredited institution of higher learning, suffers Bodily Injury We shall pay up to 100% of the actual cost of Home Tutorial Expenses certified as necessary by the attending Medical Practitioner subject to a maximum of \$200 per week for each week of Temporary Total Disablement. An Insured Person's entitlement to benefits under this Section does not commence until after the expiry of the Excess Period specified in The Schedule.

For the purposes of [4.3.2](#) only Home Tutorial Expenses is defined as costs incurred for a tutor or tutors to attend the Insured Person's Normal Place of Residence to continue the studies that the Insured Person has been completing in the twelve (12) months prior to the date of the Bodily Injury.

### **4.3.3 Domestic Home Help – Non Income Earners**

If an Insured Person who does not earn income suffers Bodily Injury We shall pay up to 100% of the actual cost of domestic home help certified as necessary by the attending Medical Practitioner subject to a maximum of \$200 per week for each week of Temporary Total Disablement. An Insured Person's entitlement to benefits under this Section does not commence until after the expiry of the Excess Period specified in The Schedule.

Benefits will only be payable under one of the Sub Sections within [Section 4.3](#) for each occurrence of Bodily Injury.

All Benefits payable under [Section 4.3](#) are subject to the Maximum Benefit Period noted in The Schedule.

## **4.4 Other Benefits**

### **4.4.1 Injury Assistance and Parents Inconvenience Benefit**

We will reimburse an Insured Person for non medical expenses incurred directly relating to the Bodily Injury. We will not pay more than the maximum limit specified in The Schedule for this benefit.

For the purposes of [4.4.1](#) only, non medical expenses includes items such as transportation and accommodation costs certified as necessary by the Insured Person's Medical Practitioner. Non medical expenses does not include wages lost by any person.

No compensation shall be payable in respect of [4.4.1](#) should there be any amount payable under [Section 4.3](#).

### **4.4.2 Rehabilitation Benefit**

We will pay all reasonable costs incurred for the rehabilitation of a Bodily Injury which have been incurred following a referral from a Medical Practitioner to a rehabilitation provider including but not limited to a Gymnasium, Pilates Studio or physical trainer to a maximum amount of \$500.

In addition to this We will pay the expenses incurred for tuition or advice from a licensed vocational school provided such tuition is undertaken with the Company's prior written agreement and deemed required by the Insured Person's regular Medical Practitioner up to a maximum of \$3,000.

### **4.4.3 Bed Care Benefit**

In the event an Insured Person is necessarily confined to a bed after a Bodily Injury for a period of not less than seven (7) days and their confinement is certified as necessary by their attending Medical Practitioner to be under the continuous care of a registered nurse, who is not related to the Insured Person or a member of the Insured Person's family, We will pay the Insured Person \$300 per week up to a maximum of 52 weeks.

For the purposes of this Benefit, We will not pay for any claim whereby the Insured Person is confined to a bed in any institution used as a nursing or convalescent home, a place of rest, a geriatric ward, a mental institution, a rehabilitation or extended care facility or a place for the care of alcohol or drug addicts.

#### **4.4.4 Dependant Children's Allowance**

We will pay all reasonable costs incurred by the Dependant Children of an Insured Person as a direct result of the Bodily Injury to the Insured Person whilst the Insured Person is under going treatment for a Bodily Injury covered under this Policy to a maximum amount of \$500

For the purposes of 4.4.4 Dependant Children means the unmarried children under the age of 19 who are still living at home, or under 25 years of age and engaged as a full time student at an accredited institution of higher learning, and are entirely dependant on the Insured Person at the time of the loss. Dependant Children extends to include step or legally adopted children.

#### **4.4.5 Home Renovation Benefit**

If, as a direct result of Bodily Injury, an Insured Person has a valid claim under [Events 2 to 7](#) of [4.1 Capital Benefits](#), and the Insured Person is required to renovate his or her Normal Place of Residence, for the purpose of normal daily living (ie washing, cooking, bathing and dressing) We shall pay 80% of costs incurred for the installation of necessary items including but not limited to ramps, guide rails, alarm systems and similar household aids, up to a maximum of \$10,000.

#### **4.4.6 Funeral Expenses Benefit**

If, as a direct result of Bodily Injury, an Insured Person suffers [Event 1](#) of [Section 4.1](#), We will pay an amount not exceeding \$5,000 in respect of the Insured Person's funeral expenses upon receipt of verifiable accounts and/or receipts.

#### **4.4.7 In Memoriam Benefit**

If, as a direct result of Bodily Injury, an Insured Person suffers [Event 1](#) of [Section 4.1 Capital Benefit](#) We will pay to The Insured all reasonable costs associated with the proper observance of the passing of a club member to a maximum of \$1,000.

#### **4.4.8 Kidnapping Benefit**

If an Insured Person is kidnapped during the Scope of Cover, We will pay 10% of the Capital Benefit listed in The Schedule.

#### **4.4.9 Membership Benefit**

If, following a Bodily Injury, an Insured Person is deemed by their attending Medical Practitioner unable to participate in the playing of the Sport noted in The Schedule, for the remainder of the season, We will pay a pro rata amount of the annual club membership/registration fee for the period from the date of the Bodily Injury until the end of the season that the Bodily Injury occurred in up to a maximum of \$500.

## Cancellation

We may cancel this Policy in accordance with the Insurance Contracts Act (1984) as amended. We will return a ratable proportion of any Premium paid by You in respect of any unexpired cover (if any).

You may cancel this Policy within fourteen (14) days after the Inception Date by writing to Us and We will refund any Premium and Insurance Premium Tax that may have been collected provided that no claim has been notified to Us. If You do not do so You will be deemed to have accepted this Policy and to have agreed to be bound by its terms and conditions.

Thereafter, You have the right to cancel this Policy at any time by giving Us Written notice at Our Registered Office. Cancellation will be effective upon receipt of the Written notice by Us. We will return a ratable proportion, based on a seasonal basis, of any Premium paid by You in respect of any unexpired cover (if any), provided that no claim has been notified to Us.

## What We will not pay for

We will not pay any claim under any Section of this Policy that arises directly or indirectly out of the following:

- 6.1** Suicide or attempted suicide, intentional self-injury or deliberate exposure to unusual danger (except in an attempt to save life), or Your or the Insured Person's own criminal act, or the Insured Person being under the influence of alcohol or drugs, or suffering from mental sickness, nervous anxiety, depression, emotional disorders or stress related conditions or complaints (even if the mental sickness, nervous anxiety, depression or stress related conditions or complaints arose out of Bodily Injury).
- 6.2** the Insured Person engaging in or taking part in any Sport/s other than the Sport/s nominated in The Schedule.
- 6.3** the Insured Person taking part in hazardous and/or dangerous pursuits or pastimes and/or Sports not declared to Us, or engaging in naval, or military and air force services or operations.
- 6.4** War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, riots, strikes, civil commotion, rebellion, insurrection, or military or usurped power. This exclusion includes but is not limited to civil disorders of any kind, to any security measures that may result in the closure of the venue or the non-access to it, or to the non-participation by attendees or performers, whether voluntary or compulsory. The word "War" includes undeclared war, civil war, insurrection, rebellion, revolution, war-like act by military force or military personnel, destruction or seizure or use for a military purpose, and including any consequences of any of these.

**6.5** Death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

**6.6** Any pre-existing defect, infirmity or sickness the Insured Person suffered from at the time of the Accident.

**6.7** Pregnancy or related complications, in either case, unless accelerated by accidental injury as per [Section 4.1, Event 14](#).

**6.8** the Insured Person engaging in any aerial activity except as a passenger in a properly licensed multi-engined aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial concern.

**6.9** All claims arising out of the Insured Person's failure to seek or follow medical advice.

**6.10** Human Immunodeficiency Virus (HIV) howsoever this syndrome has been acquired or may be named. However this does not apply to the extent cover is provided in [Section 4.1, Event 13](#).

**6.11** Ionising radiation or radioactive contamination.

**6.12** Contracting a sexually transmitted disease, abortion or infertility treatment and also medical operations or treatments which are not medically necessary, including cosmetic or beauty treatments.

**6.13** Any medical or surgical procedure performed on the Insured Person for any gradually developing bodily deterioration whatever the cause of that deterioration.

**6.14** Sickness, disease or disorder of any kind.

**6.15** Costs incurred for preventative measures rather than for the treatment of a Bodily Injury.



## Claim Conditions

- 7.1** Written notice must be given to Us within thirty (30) days (or as soon as reasonably thereafter) of becoming aware of any Accident which causes or may cause Disablement within the meaning of this Policy of Insurance and, if applicable, You must as early as possible, place Yourself under the care of a duly qualified Medical Practitioner.
- 7.2** Written notice must be given to Us as soon as reasonably practicable in the event of the death of an Insured Person resulting or alleged to result from an Accident.
- 7.3** No claim will be accepted under this Policy by Us until We have received a completed claim form together with satisfactory medical evidence, proof of age and Occupation, employer's certificates and such other documents We may reasonably require.
- 7.4** If the consequence of an Accident shall be aggravated by any condition of physical disability that You had which existed before the Accident occurred, the amount of any compensation payable under this Policy in respect of the consequences of the Accident shall be the amount which it is reasonably considered could have been payable if such consequences had not been so aggravated.
- 7.5** In event of a claim under this Policy, You shall allow all medical records, notes and correspondence referring to the claim or related pre-existing conditions to be made available on request, in accordance with all statutory provisions relating to access medical records, to the medical adviser appointed by Us or on Our behalf (at Our own expense) and such medical adviser shall be allowed, so often as may be deemed necessary, to make an examination of You.
- 7.6** Once We have accepted the claim for Disablement, We will pay benefits as follows:
- In respect of Medical Benefits; at the completion of Your treatment up to a maximum of 12 months from the date Bodily Injury occurred.
- In respect of Weekly Benefits; upon receipt of satisfactory evidence from the Insured Person's Medical Practitioner confirming Temporary Total Disablement, We will pay monthly in arrears.
- 7.7** All Temporary Disablement benefits shall cease on the Insured Person's death.
- 7.8** The amount of any Weekly Benefit payable under [4.3.1](#) will be reduced by the amount of any periodic compensation benefits payable under any other insurance policy or by The Insured Person's employer or from any other source so that the total amount of any such benefits and the Weekly Benefit payable under this Policy shall not exceed the percentage nominated in The Schedule of The Insured Person's Net Income Lost.
- 7.9** Odd days of benefit will be payable at one seventh of the Weekly Benefit. Weekly Benefits will only be payable in respect of complete days of Disablement.
- 7.10** During the currency of the claim You must continue to pay any relevant Premiums and Insurance Premium Tax as originally stated in the Policy Schedule if and when they fall due.
- 7.11** Benefits shall NOT be payable for more than one of the Events in the "Policy Benefits Sections [4.1](#) and [4.3](#)" in respect of the same Bodily Injury.

- 7.12** Benefits payable for “Policy benefits Section 4.1” shall be reduced by any sum already paid under Sections 4.2, 4.3, and 4.4.1 in respect of the same Bodily Injury. After the happening of any one of Events in Section 4.1 there shall thereafter be NO further liability under Section 4.1 in respect of the same Insured Person.
- 7.13** Benefits shall NOT be payable under more than one of the events for disablement resulting from any further Bodily Injury whilst there is an existing entitlement for Benefits.
- 7.14** Benefits shall NOT be payable unless You shall as soon as possible after the happening of any occurrence obtain and follow proper medical advice from a legally qualified Medical Practitioner.
- 7.15** Benefits shall NOT be payable for any period after the Insured Person has resumed playing or training for the Sport nominated in The Schedule except for subsequent unrelated Bodily Injuries.
- 7.16** Benefits shall NOT be payable for that part of the benefit payable under Net Income Lost for which other loss of income benefits can be claimed.
- 7.17** We will, at Our own expense, have the right and opportunity to examine the Insured Person when and as often as We may reasonably require during the period of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

## Claims Procedure

- 8.1** If You or an Insured Person wishes to make a claim, either contact the Intermediary who arranged this Insurance for You or contact Sportscover (as per the address below). When submitting the claim form You must give Your Policy reference. Please note that if medical treatment has been received You or the Insured Person must obtain medical certificates showing the nature of the Bodily Injury. All circumstances that are likely to give rise to a claim under this Insurance should be notified within thirty (30) days after the occurrence (or as soon as reasonably practicable thereafter).