

# Football team Group Personal Accident & Life Cover

**Policy wording** 





Underwritten by

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### Introduction

Please take time to read all parts of the Policy to make sure they meet your needs and that you understand the terms, conditions and exclusions. If you wish to change anything or if there is anything you do not understand, please let Bluefin Sport know, or speak to your local **ACE** contact.

The parts of this Policy are;

- Introduction and the Insurance Agreement
- Policy Definitions
- · What the Policy covers and
- · What the Policy does not cover
- · Policy Conditions
- · Claims information
- Complaints procedures and regulatory information
- · Policy Schedule

### **Insurance Agreement**

The **Insured** and ACE Europe Life Limited and ACE European Group Limited (**ACE**) agree that:

The Insured will pay the Premium.

**ACE** will subject to the terms, conditions and exclusions of this Policy, provide the Insurance in the manner and to the extent set out in this Policy. All information supplied to **ACE** by the **Insured** shall be incorporated into and be the basis of this Policy.

This Policy, the Policy Schedule(s) and endorsements, if any, shall be read together as one contract and any word or expression to which specific meaning has been attached shall unless the context otherwise requires bear such meaning wherever it may appear.

### **Law Applicable to Contract**

This Policy shall be governed by and construed in accordance with the Law of England and Wales and the English Courts alone shall have jurisdiction in any dispute. The language of this Policy and all communications relating to it shall be in the English language.

### **Important Contact Details:**

The National Game dedicated Claims line

Telephone: 0845 841 7080 e-mail: Claims@acegroup.com

Financial Ombudsman

Telephone: 0845 080 1800

e-mail: enquiries@financial-ombudsman.org.uk web: www.financial-ombudsman.org.uk

**Financial Services Compensation Scheme** 

Telephone: 0800 678 1100 or 0207 741 4100

web: www.fscs.org.uk

Please keep this Policy in a safe place. You may need to refer to it if you make a claim.



Andy Hollenberg Chairman and Chief Executive Officer ACE Europe Life Limited

and

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Andrew Kendrick Chairman and CEO ACE European Group Limited

# **Policy Definitions**

Whenever the following words or phrases appear bold, they will have the meanings as described below

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means United Kingdom pounds sterling.

### **ACE**

means ACE Europe Life Limited with regard to Section A benefit 1, and ACE European Group Limited with regard to Section A benefit 2 and all benefits covered under Section B.

### **Accident & Accidental**

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

### **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 **ACE** will pay per **Event** in total under this and any other policies issued by **ACE** to the **Insured**.

### **Annual Salary**

means the gross salary or wages payable per annum (excluding bonus payments or overtime) to the **Insured Person** as remuneration for services provided immediately preceding the date of occurrence of the **Accident** giving rise to **Bodily Injury**.

### **Benefit Period**

means the maximum (but not necessarily consecutive) period for which benefits are payable in respect of any **Insured Person** for any one **Accident**. The **Benefit Period** commences at the end of the **Deferment Period**, if any.

### **Bodily Injury**

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

### **Benefit Amount**

The maximum amount **ACE** can pay based on the level of cover the **Insured Person** has at the time of the **Accident** or at the time of death if the death was not due to **Bodily Injury** caused by an **Accident** as shown in the Policy Schedule.

### **Accidental Death**

means death caused by **Bodily Injury** and excludes Death caused by any other cause

### **Deferment Period**

means a period at the beginning of a period of **Temporary Total Disablement** during which benefits are not payable.

### **Effective Time**

means the time, during a **Period of Insurance**, when an **Insured Person** is covered – as detailed in the Schedule.

### **Event**

means all instances of loss arising out of and directly occasioned by one sudden, unexpected, unusual and specific event occurring at an identifiable time and place.

### **Hazardous Activities**

Means the following activities:

- Air Sports or Winter Sports
- Sub agua diving more than 20m
- Climbing or mountaineering where the use of ropes or guides would be reasonably 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 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 Schedule.

### **Insured Person**

means any person or category of persons described under this heading in the Schedule.

### **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 (talo-tibial joint).

### **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 **ACE** is satisfied that the condition is permanent and without expectation of recovery.

### **Loss of Speech**

means total and permanent loss of speech.

### **Maximum Limit**

means the maximum amount shown in the Schedule payable for any **Insured Person** for all **Bodily Injury** arising from any one **Accident**.

### **Nuclear, Chemical or Biological Weapons or Agents**

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

### **Paraplegia**

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

### **Period of Insurance**

means the period between and inclusive of the dates shown from: and to: in the Policy Schedule commencing at 00.00 hours on the earliest date shown and expiring at midnight on the latest date shown. Both dates refer to local standard time at the address of the **Insured** as shown in the Policy Schedule.

### **Permanent Disabling Injury**

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

### **Permanent Total Disablement**

means disablement other than any **Permanent Disabling Injury** which has lasted for at least 12 months and which in **ACE**'s opinion is beyond hope of recovery and will in all probability continue for the remainder of the **Insured Person**'s life, will prevent the **Insured Person** from engaging in or giving attention to:

- a) their Usual Occupation if in gainful employment;
- b) business profession or occupation of any and every kind if the Insured Person:
  - i) is not in gainful employment
  - ii) is employed solely as a footballer
  - iii) has football as their main employment;
- business schooling profession or occupation of any and every kind if the **Insured Person** is under 16 years of age or under 18 years of age and in full time education for the remainder of their life.

### 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** to **ACE**.

### **Primary Dislocation**

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

### Quadriplegia

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

### **Qualified Medical Practitioner**

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

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

### 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.

### **United Kingdom**

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

### **Usual Occupation**

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

### Wai

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.

### **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 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, but not limited to, the following:

- 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

# What this Policy covers

### **SECTION A - Life & Accidental Death**

### 1. Life

If during the **Effective Time** an **Insured Person** die(s) and it is not a result of an **Accident ACE** will pay the amount shown in the Schedule.

### 2. Accidental Death

If during the **Effective Time**, an **Insured Person** has an **Accident** and suffers **Bodily Injury** which results in death, **ACE** will pay the amount shown in the Schedule.

If an **Insured Person** disappears and, after a suitable period of time, it is reasonable for the Police or registration authorities to believe that they have died, **ACE** will pay the amount shown in the schedule.

But before **ACE** do this, the Personal Representative responsible for their estate must sign an agreement to refund the **Benefit Amount** if the **Insured Person** is found to be alive.

# Specific exclusions that apply to SECTION A of the policy

**ACE** will not pay any claim arising out of, contributed to by, or consequent upon;

- any Illness, injury or medical condition which the Insured Person knew about at the commencement of the Period of Insurance
- the Insured Person Participating in or training for Hazardous Activities
- 3. Not following the advice of a Qualified Medical Practitioner

### **SECTION B - Injury**

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

**Permanent Total Disablement** 

**Permanent Disabling Injury** 

**Temporary Total Disablement** 

**ACE** will pay the **Insured Person** the amounts shown in the Schedule if shown as insured

# Extensions of Cover (SECTION B) – Applicable to both Adult and Youth Teams

This describes a number of additional benefits which are provided as an extension of cover for **Insured Persons** when shown as insured in the Schedule.

# Emergency Medical Expenses/Emergency First Aid Expenses

If an **Accident** occurs during the **Period of Insurance** and **Effective Time** and causes **Bodily Injury** to an **Insured Person** and directly as a result of, the **Insured Person** incurs any additional reasonable emergency medical expenses for immediate and urgent treatment; **ACE** will reimburse the **Insured Person** up to the amount shown in the policy schedule.

### **Rehabilitation and Retraining Expenses**

Where **Bodily Injury** results in the **Permanent Total Disablement** benefit becoming payable for an **Insured Person**, **ACE** will indemnify the **Insured Person** up to £2,500 for reasonable costs incurred to rehabilitate and/or retrain the **Insured Person** for an alternative occupation, subject to **ACE**'s prior written approval being obtained.

### Home/Car Modification benefit

Where **Bodily Injury** results in **Quadriplegia** or **Paraplegia**, and the benefit for **Permanent Total Disablement** becomes payable, **ACE** will also indemnify the **Insured Person** for expenses incurred, up to the 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.

### **Legal Advice and Counselling**

During the **Period of Insurance** the **Insured Person** may call **ACE** Assistance on 0207 1737 807 quoting, 72718, to obtain personal legal advice or access Counselling over the telephone.

The legal advice may include but is not limited to:

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

The Counselling advice may include but is not limited to:

- a) Identifying and managing stress and stressful situations.
- b) Crisis counselling.
- c) Debt counselling.
- d) Addiction counselling.
- e) Advice on the practical and emotional aspects of living with a long-term injury or disablement.
- f) Following death, support and help for the bereaved family and colleagues to cope with the trauma of their loss.
- g) Support in dealing with the psychological impact of not being able to continue in employment due to injury and advice about finding more suitable employment.
- h) Providing information and details of organisations which provide face-to-face counselling.

### **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, the **Insured Person** fractures one or more of the bones listed below:

- i) Leg (Femur, Tibia, Fibula), Ankle (Tarsals) or Kneecap (Patella)
- ii) Arm (Humerus, Radius, Ulna) or Wrist (Carpals)
- iii) Cheek Bone (Maxilla)
- iv) Collar Bone
- v) Finger or Toe

**ACE** will pay the **Insured Person** up to the amount shown in the policy schedule

### **Coma Benefit**

Where **Bodily Injury** results in Coma, Insurers will pay the **Insured Person** the amount shown in the schedule for each day the **Insured Person** remains in a Coma up to 365 days.

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

ACE will pay up to £100, if during the **Period of Insurance** and **Effective Time**, external oral impact 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.

### **Hospitalisation Benefit**

If during the Period of Insurance, an Accident occurs during the Effective Time shown in the Schedule and the Insured Person sustains Bodily Injury which, independently of Illness or any other cause, results in their Hospital Confinement, within twelve calendar months from the date of the Accident, ACE will pay the Insured Person the amount shown on the policy schedule for each complete twenty-four hour period of such Hospital Confinement up to a maximum of 30 days.

### **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, ACE will pay up to £250 in total for all 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 payable. This cover does not apply to deciduous (milk) teeth, dental implants, crowns, veneers, dentures, bridges or intra orally wear and tear of teeth.

### **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
- 2. Broken Bones claim

under this Policy, **ACE** will pay the **Insured Person** 50% of the costs for each session of necessary physiotherapy incurred within 12 months of **Bodily Injury**, up to a maximum of £25 per visit, for total of 6 sessions provided that he **Insured Person** has a written referral from their General 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.

# Extensions of Cover (SECTION B) – Applicable to Adult Teams only

This describes a number of additional benefits which are provided as an extension of cover for **Insured Persons** insured under the Adult Team cover when shown as insured in the Schedule.

### **Home Help**

Temporary Total Disablement cover includes Insured Persons whose occupations are as full time house wives or house husbands. In the event of such a claim, ACE will indemnify the Insured Person up to the benefit stated in the 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.

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 will not be payable to any **Insured Person** who receives any form of income or benefit, including state benefits.

### **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;

- i) Kneecap
- ii) Elbow
- iii) Hip

**ACE** will pay the **Insured Person** up to the amount shown in the schedule

### **Extra Travel Expenses**

If an **Accident** occurs during the **Period of Insurance** and **Effective Time** and causes **Bodily Injury** to an **Insured Person** and directly as a result of, the **Insured Person** incurs any additional reasonable travel expenses, **ACE** will pay the **Insured Person** for any additional reasonable travel expenses incurred up to an amount of £25 per week for a maximum period of 4 weeks in addition to any other benefit payable to the **Insured Person** 

# Extensions of Cover (SECTION B) – Applicable to Youth Teams only

This describes a number of additional benefits which are provided as an extension of cover for **Insured Persons** insured under the Youth Team cover when shown as insured in the Schedule.

Parent/Legal Guardian Inconvenience Expenses 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's parent or legal guardian incurs unforeseen additional reasonable travel expenses, ACE will pay the Insured Person for any additional reasonable travel expenses up to an amount of £100.

### **Student Tutorial Benefit**

Where **Bodily Injury** results in **Temporary Total Disablement**, **ACE** will pay up to the amount shown in the Schedule for expenses which relate to providing a home tutor or necessary additional expenses required to attend school where the **Insured Person** is a **Student**.

To validate such a claim the **Insured Person** must provide invoices or receipts as evidence of costs incurred for addition expenses that the **Insured Person** has incurred as a result of the **Bodily Injury**. Medical certificates will also be required to confirm that the **Insured Person** is unable to undertake their usual duties as a **Student**.

# Temporary Total Disablement Benefit (applicable for 16-18 year olds in paid Employment only)

If an Accident occurs during the Period of Insurance and Effective Time that causes Bodily Injury to an Insured Person which results in Temporary Total Disablement, ACE will pay the Insured Person the amount shown in the schedule provided that the amount paid does not exceed 100% of the Insured Person's Weekly Wage.

# Specific exclusions that apply to SECTION B of the policy

**ACE** will not pay any claim arising out of, contributed to by, or consequent upon:

 Temporary Total Disablement if the Insured Person has no Usual Occupation or if the Insured Person's Usual Occupation is a professional footballer;

- post traumatic stress disorder or related syndromes or any psychological or psychiatric condition;
- 3. Nervous, emotional, mental or personality disorders;
- 4. any Illness howsoever arising;
- 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;
- 6. repetitive stress (strain) injury or syndrome or any other condition or injury which develops over a period of time;

### **General Exclusions**

This Part of the policy provides Exclusions that relate to both Sections A and B of the policy

**ACE** will not pay any claim arising out of, contributed to by, or consequent upon;

- 1. War or any act of War;
- suicide, attempted suicide or deliberate self-inflicted injury by the Insured Person regardless of the state of their mental health:
- 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;
- 4. alcoholism or solvent abuse, or drugs ingested except for drugs which are properly prescribed and not taken for the treatment of drug addiction;
- 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;
- Human Immunodeficiency Virus (HIV) or other forms of the virus, Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC) other than if contracted as a result of a blood transfusion given by a Qualified Medical Practitioner;
- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel including the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- 8. Being a professional footballer;
- 9. the **Insured Person** committing a criminal act or taking part or whilst engaged in a civil commotions or riots of any kind;
- 10. travel to Afghanistan, Iraq, Ivory Coast, Somalia, Nigeria, Pakistan, Venezuela, Columbia, Mexico, Yemen or Chechnya;
- motor cycling other than in respect of mopeds or scooters up to 50cc;
- 12. club social events that include fireworks, bonfires, driving events, bouncy castles, water sports or any activity above 3 metres off the ground;
- 13. 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;
- 14. any claim in excess of:
  - i) the Aggregate Limits;
  - ii) the **Maximum Limit** per **Insured Person**; as shown in the Schedule.

# **Policy Conditions**

### **Benefit Limits**

- ACE will not pay more than the Maximum Limit for benefits 1 and 2 under section A of the policy and benefits 1 to 7 under Section B of the policy or any other sum insured as shown in the Schedule for any Insured Person.
- 2. **ACE** will not pay more than one of Benefit 1 and 2 under Section A of the policy shown in the Schedule in respect of any one **Insured Person** for death however so arising.
- 3. **ACE** will not pay more than one of Benefit 2, section A and Benefits 1 to 6 under section B of the policy shown in the Schedule in respect of any one **Insured Person** for **Bodily Injury** arising from the same loss.
- 4. The Maximum Limit payable in respect of Accidental Death of an Insured Person under 16 years of age or under 18 years of age and in full time education shall not exceed £10,000 or any other sum insured as shown in the Schedule whichever is the lower.
- The Maximum Limit for a weekly benefit payable for Temporary Total Disablement will not exceed 100% of the Insured Person's normal Weekly Wage.
  - It is the duty of the **Insured** or **Insured Person** to inform **ACE** if any claim payment does exceed these limits. Payment will be proportionately reduced until these limits are not exceeded.
- 6. Payment by ACE to the Insured Person of any weekly benefit does not prejudice the Insured's or Insured Person's entitlement to any other benefit but payment of weekly benefits will cease if ACE pays any of benefits 1 or 2 under Section A or benefits 1 to 6 under Section B as shown in the Schedule and ACE will not be liable to pay any further benefits in respect of the same Insured Person for the same loss.
- Where a period of Temporary Total Disablement, or part thereof, is less than a complete week the amount payable for each Working Day shall be pro rata of the Insured Person's Weekly Wage.
- 8. **ACE** will not pay more than one of benefit 7 as shown in the Schedule in respect of any one **Insured Person** for the same
- ACE will not pay more than one of benefit 7 as shown in the Schedule for an Accident arising from separate originating losses concurrently.
- 10. Any contributory degenerative condition or disablement (as determined by a Qualified Medical Practitioner) known by the Insured Person to be in existence at the time of sustaining Bodily Injury will be taken into account by ACE in assessing the level of benefit payable.
- 11. If the aggregate amount of all benefits payable under this Section exceeds the applicable **Aggregate Limit** the **Benefit Amount** payable for each **Insured Person** shall be proportionately reduced until the total of all benefits does not exceed such **Aggregate Limit**. Where one or more Policies has been issued by **ACE** in the name of the **Insured**, only the greatest **Aggregate Limit** shall apply over all.

- 12. **ACE** will not pay more than £25 per week to an **Insured Person** if they are a **Student** under Benefit 7 for Adult Teams.
- 13. If the **Insured Person** is a **Student**, the maximum **Benefit Period** under Benefit 7 is 6 weeks for Adult Teams.

### **Reasonable Precautions**

The **Insured** and **Insured Person** shall take all reasonable 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 30 days of the end of the **Period of Insurance** provide the actual numbers to **ACE** and the **Premium** will be adjusted accordingly.

### **Arbitration**

If any difference arises as to the 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. Where any difference is to be referred to arbitration in accordance with this condition, the making of an award shall be a condition precedent to any right of action against **ACE**.

### **Assignment**

Subject to the General Condition headed 'Payment of Benefits', the benefits under this Policy may not be assigned by the **Insured Person**. **ACE** 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**

Notwithstanding the General Condition headed 'Assignment', where in relation to any Claim the **Insured**, at its discretion, directs **ACE** to do so, **ACE** shall pay benefits to, or indemnify, a named **Insured Person** and the receipt of such **Insured Person** shall be a sufficient discharge of **ACE**'s liability to indemnify or pay the benefits concerned.

### **Change in Business Description**

The **Insured** shall give written notice within a reasonable time of any alteration in the **Insured**'s business.

### Misdescription

This Policy will be voidable in the event of misrepresentation, misdescription or non-disclosure of any material particular by or on behalf of the **Insured** or the **Insured Person**.

### Cancellation

ACE may cancel this Policy by giving thirty days written notice to the Insured at their last known address and in such event the Premium for the period up to the date when the cancellation takes effect shall be calculated and ACE shall promptly return any unearned portion of the Premium paid.

In the event of cancellation by **ACE** the **Insured** must notify all **Insured Persons** of such cancellation.

The **Insured Person** may withdraw from the cover provided by this Policy at any time by giving notice to the **Insured**. No refund of **Premium** will be payable.

The Insured may not cancel this Policy.

**ACE** reserves the right to retain the annual **Premium** where claims have occurred in the **Period of Insurance** when cancellation takes place.

### **Compliance with Policy Requirements**

Where the **Insured** or the **Insured Person** or their personal representatives do not comply with any obligation to act in a certain way specified in this Policy **ACE** reserves the right not to pay a claim.

### **Contracts (Rights of Third Parties) Act**

The Contracts (Rights of Third Parties) Act 1999 or any amendment thereto shall not apply to this Policy. Only **ACE** and the **Insured** or **Insured Person** can enforce the terms of this Policy. No other party may benefit from this contract as of right. The Policy may be varied or cancelled without the consent of any third party.

### Interest

No sum payable by **ACE** under this Policy shall carry interest unless payment has been unreasonably delayed by **ACE** following receipt of all the required certificates, information and evidence necessary to support the claim.

Where interest becomes payable by **ACE**, it will be calculated:

- from the date of final receipt of such certificates, information or evidence and
- at the base rate established by the Bank of England on such date.

### **Material Disclosure**

It is the **Insured**'s and **Insured Person**'s responsibility to provide complete and accurate information to **ACE** when applying for and throughout the life of this Policy. It is important that all statements made in the application,

### **Policy Age Limit**

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

### SECTION A benefit 1. Life;

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

### SECTION A benefit 2. Accidental Death and SECTION B;

- i) cover will cease upon attainment of 55 years for persons covered under Category A as shown in the schedule
- ii) cover will cease upon attainment of 75 years for persons covered under Category B as shown in the schedule

### **Other Taxes or Costs**

**ACE** is required to notify the **Insured Persons** that other taxes or costs may exist which are not imposed by **ACE**.

### **Right to Change**

**ACE** reserves the right to make changes, add to the Policy terms and/or to change the total amount payable for this insurance for legal, regulatory or taxation reasons.

# **Claims notification**

On the happening of any occurrence likely to give rise to a claim notice shall be given to the **ACE** Claims Service Team as soon as reasonably possible after the date of the occurrence.

Postal Address: Claims Department,

PO Box 4511 Dunstable LU6 9QA

Telephone: 0845 841 7080 (Within UK only)

International: +44 (0)141 285 2999 E-mail: Claims@acegroup.com

## **General Claims Conditions**

- In the event of the death of a Insured Person, ACE must be notified as soon as possible. ACE will then ask the Insured Person's legal representatives to complete a claim form. ACE will need to be sent any medical certificates or other documents which ACE ask for. ACE will not pay for these.
- In the event of the Death of the Insured Person, ACE will be entitled to have a post-mortem examination carried out at its own expense. The benefit payable for Death will be paid to the estate of such Insured Person.
- 3. If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used by the Insured or anyone acting on the Insured's behalf or by an Insured Person or any Insured Person's legal representatives to obtain benefit under this Policy ACE shall be under no liability in respect of such claim.
- 4. The Insured and/or Insured Person shall at their own expense furnish ACE such certificates, information and evidence as ACE may from time to time reasonably require in the form prescribed by ACE. ACE shall be allowed at its own expense, upon reasonable 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 **Accidental 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 ACE and ACE shall not be liable for any consequences of the Insured Person's failure to cooperate and obtain and follow such advice and use such appliance or remedies as may be prescribed.
- 6. If the Insured Person is aged under 18 years, ACE will pay the Parent or Legal Guardian of the Insured Person, for the benefit of Insured Person. The Parent or Legal Guardian's receipt shall be a full discharge of all liability by ACE in respect of the Claim for such Benefit Amount.

# **Complaints Procedures**

**ACE** is dedicated to providing a high quality service and wants to maintain this at all times. If it is felt that a first class service has not been offered or a complaint must be made regarding this insurance please contact:

a) Bluefin Castlemead Lower Castle Street Bristol

BS13AG

Telephone: 0845 872 5060

 b) ACE's Customer Service Manager 200 Broomielaw Glasgow G1 4RU.

Telephone: 0800 389 8425 (Within UK only) E-mail: A&Hcustserv.complaints@acegroup.com

c) The Financial Ombudsman Service (FOS) may be approached for assistance if the **Insured** or **Insured Person** is dissatisfied with **ACE**'s final response. Its contact details are:

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

Telephone: 0845 080 1800

E-mail: enquiries@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk

The existence of these complaint procedures does not reduce an **Insured** or **Insured Person**'s Statutory Rights relating to this Policy. For further information about Statutory Rights the **Insured** or **Insured Person** should contact the Office of Fair Trading or the Citizens Advice Bureau.

### **Data Protection**

**ACE** fully accepts its responsibility to protect the privacy of customers and the confidentiality and security of information entrusted to it.

ACE is part of the ACE Group of companies. It and the group companies will use information given together with other information for the administration of this Policy, the handling of claims and the provision of customer services. The information may also be disclosed to ACE's service providers and agents for these purposes. It may be disclosed to the Insured's and Insured Person's agents, where appointed. It may also be used for the purposes of fraud prevention including passing details to other insurers and regulatory bodies.

Where the **Insured** or **Insured Person** has provided information about another person in connection with the purchase and performance of this insurance Policy, **ACE** will assume they have appointed the **Insured** or **Insured Person** to act for them, that they have consented to the processing of their personal data, including sensitive personal data and they have consented to the transfer of their information abroad.

**ACE** (or reputable organisations selected by them) may monitor and/or record communication to **ACE**, to ensure consistent servicing levels and account operation.

ACE will keep information about the Insured or Insured Person only for so long as it is appropriate. The Insured or Insured Person's each has a right to request a copy of the information (for which ACE may charge a small fee) and to correct any inaccuracies. To make sure instructions are followed correctly and to improve ACE's service through staff training, telephone calls may be recorded.

Our contact details are:

The A&H/Life Customer Service Manager, ACE Europe Life Limited or ACE European Group Limited, 200 Broomielaw, Glasgow, G1 4RU.

Telephone: 0800 389 8425

E-mail: cust.servuk@acegroup.com

# **Financial Services Compensation Scheme**

In the unlikely event that **ACE** is unable to meet its liabilities, the **Insured Person** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS).

The relevant contact details are:

Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, 1 Portsoken Street, London, E1 8BN.

Telephone: 0800 678 1100 or 0207 741 4100

Website: www.fscs.org.uk



Bluefin Sport
Castlemead,
Lower Castle Street,
Bristol, BS1 3AG
Tel: 0845 872 5060
Web: www.bluefinsport.co.uk/ngis
E mail: nationalgame@bluefingroup.co.uk

Bluefin Sport is a trading name of Bluefin Insurance Services Limited which is authorised and regulated by the Financial Services Authority. Registered Office: 5 Old Broad Street, London, EC2N 1AD

Underwritten by



ACE European Group Limited Registered in England No. 1112892

ACE Europe Life Limited Registered in England No. 5936400

Head Office: ACE Building, 100 Leadenhall Street, London, EC3A 3BP.

ACE European Group Ltd is authorised and regulated by the Financial Services Authority (FSA) Firm Registration Number 202803

ACE Europe Life Ltd is authorised and regulated by the Financial Services Authority (FSA) Firm Registration Number 461087

Full details can be found on the FSA's Register by visiting http://www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234