

**INSURANCE SCHEDULE**

<b>Certificate Number:-</b>	2003
<b>Proposal dated:-</b>	09.09.04
<b>Insured sport:-</b>	FOOTBALL
<b>Name of Assured Club:-</b>	PENWORTHAM TOWN
<b>The Insured Person:-</b>	ALL PLAYING MEMBERS INCLUDING OFFICIALS RECORDED ON THE CLUB REGISTER PRIOR TO PARTICIPATING IN CLUB EVENTS AND MATCHES.
<b>Geographical Limits:-</b>	The Geographical Limit of this Insurance is anywhere in the United Kingdom.
<b>The Period of Insurance is :-</b>	FOR 12 MONTHS FROM 09.09.04

**SCHEDULE OF COMPENSATION**

The Underwriters will pay the Sum Insured to the Insured Person, or his Executors or Administrators, in accordance with the following Schedule of Compensation in the event of the Insured Person sustaining Bodily Injury DURING THE OPERATIVE TIME subject to the Terms, Definitions, Exclusions and Conditions, contained in this Certificate.

This Certificate insures only those items which have an amount entered by them. Items not insured have the words "NOT COVERED" by them.

ITEM		SUM INSURED (Each Insured Person)
1	Accidental Death	£2,500.00
2	Permanent Total loss of sight in one or both eyes	£10,000.00
3	Loss of one or more limbs	£10,000.00
4	Permanent Total Disablement (other than loss of sight in one or both eyes or loss of limbs(s))	£10,000.00
5	Temporary Total Disablement During such disablement but not beyond 52 weeks from the date on which the Insured person first became disabled and excluding the first Days of disablement each claim.	£0.00 Per Week
6	Hospital Confinement (as an in-patient) For each completed 24-hour period up to a maximum of 10 complete days	£10.00 Per Day
7	Fracture of a bone in the arm, at or above the wrist, or in the leg, at or above the ankle	£150.00
8	Fracture of a bone in the hand below the wrist, or in the leg, below the ankle	£0.00
9	Emergency Dental Expenses up to	£100.00
ITEM		
10	Fracture of the collar bone	£0.00
ITEM		
11	Death From illness	£2,500.00
ITEM	Goalkeepers Broken Hands/Fingers Benefit	
12		£0.00

In Witness where of this Certificate has been signed by	<b>SPORTSGUARD</b>
<b>E.A.C</b>	<b>DATE OF ISSUE</b>
	13 September 2004

# SPORT PERSONAL ACCIDENT INSURANCE

## For CLUBS AND TEAMS

And arranged by

### Sportsguard

Cottage Farm, Sywell, Northants, NN6 OBJ

And underwritten by Certain Syndicates at Lloyd's

#### CERTIFICATION OF COVER

This is to certify that in accordance with the authorisation granted under Contract Numbers PA999 and LA999 by certain syndicates at Lloyd's (hereinafter referred to as Underwriters), whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said contracts which bear the seal of Lloyd's Policy signing Office, and in consideration of payment of the premium specified herein, the said Underwriters are hereby bound, severally and not jointly, their Executors and Administrators, to insure against Bodily Injury and Death in accordance with the Schedule of Compensation.

In witness whereof this Certificate has been signed in London by the Underwriters:



The Assured Club is asked to read this Certificate and the Insurance Schedule carefully. If there is any error please return them immediately to Sportsguard for alteration.

In all communications, please quote the Certificate number appearing on the Insurance Schedule.

#### DATA PROTECTION

It is understood by the Insured Person and the Assured Club that any information about them will be processed by the Underwriters in compliance of the Data Protection Act 1998 and only for the purposes of providing their insurance cover and handling any claims.

This may necessitate providing such information to third parties.

#### CLAIMS PROCEDURE

•A claim form incorporating a Medical Report must be completed in respect of each claimant.

•The claim form must be countersigned by the Club Secretary or Team Official/Organiser and returned to Sportsguard.

•Weekly Benefit claims must be supported by Medical Certificates covering the full period of incapacity being claimed.

•Serious injuries may be referred to a Loss Adjuster for investigation.

•Claims cheques will be made payable to the Insured Person (or legal representative in the case of a claim for death) unless advice to the contrary is received in writing from the Assured Club by Sportsguard.

•A final discharge and Release Form must be signed by the Insured Person and the Club Secretary or Team Official/Organiser when the final period of incapacity is known.

#### NOTICE TO THE INSURED PERSON & THE ASSURED CLUB IF APPLICABLE

Whilst the parties to this Insurance are free to choose the Law applicable to it, the Underwriters propose English law and in the absence of any agreement by them to the contrary, English law shall be used.

Any enquiry or complaint should be addressed in the first instance to Sportsguard. If you are not satisfied with the way the complaint has been handled you may ask the Complaints Department at Lloyd's to review your case without prejudice to your rights in law.

The address is:  
Complaints Department  
Lloyd's, One Lime Street  
London EC3M 7HA

## SECTION ONE PERSONAL ACCIDENT

The Underwriters will pay the Sum Insured in accordance with the Schedule of Compensation in the event of the Insured Person sustaining Bodily Injury during the Operative Time, subject to the Terms, Definitions, Exclusions and Conditions stated in this Certificate.

### Provided always that:

1. Compensation shall not be payable under more than one of the items of the Schedule of Compensation in respect of the consequences of one Accident, except for any compensation payable hereunder in respect of Hospital Confinement, Emergency Dental Expenses or Fracture Of a Bone.
2. No weekly compensation shall become payable until the total amount thereof has been ascertained and agreed by Underwriters. If, nevertheless, payment be made for weekly compensation, the amount so paid shall be deducted from any lump sum becoming claimable in respect of the same Accident.
3. The total sum payable under this Certificate in respect of any one or more Accidents shall not exceed in all during the Period of Insurance the largest amount of benefit payable under any one of the items contained in the Schedule of Compensation or added to this Certificate by endorsement except that the Underwriters will in addition pay benefit for Hospital Confinement, Emergency Dental Expenses or Fracture Of A Bone.
4. If Item 1 of the Schedule of Compensation is not covered then no claim shall be payable, other than for weekly compensation, in respect of any Accident which would have given rise to a claim under Item 1 had that Item been covered.
5. If item 1 of the Schedule of Compensation is covered and an Accident causes the Death of the Insured Person within 12 months following the date of the Accident and prior to the definitive settlement of compensation for Disablement provided for under Items 2 to 4 of the Schedule of Compensation, Underwriters will pay only the compensation for Death.
6. Compensation under Item 1 of the Schedule of Compensation shall be limited to £2,500 where the Insured Person has not attained age 16 years.
7. Entitlement to compensation under Item 4 of the Schedule of Compensation (Permanent Total Disablement) shall cease on the Insured Person attaining age 65 years.
8. Entitlement to compensation under Item 5 of the Schedule of Compensation (Temporary Total Disablement) shall:
  - (a) cease on the Insured Person attaining age 65 years;
  - (b) be limited to 50% (fifty percent) of the Sum Insured or to an amount of £20, whichever is the less, should the Insured Person not be in gainful employment;
  - (c) not be payable to Insured Persons under 16 years of age, unless the Youth Team Optional Extension has been selected and the appropriate additional premium paid, in which case the benefit period shall be limited to 10 weeks from the date the Insured Person first became disabled, excluding the first 14 days of each disablement.

## SECTION TWO DEATH FROM ILLNESS

The Underwriters will pay the Sum Insured in accordance with the Schedule of Compensation in the event of the Insured Person's Death From Illness occurring during the Operative Time, subject to the Terms, Definitions, Exclusions and Conditions stated in this Certificate.

### Provided always that:

1. Benefit will not be paid by the Underwriters if the death of the Insured Person occurred directly or indirectly as a result of an Accident.
2. Benefit will not be paid by the Underwriters if prior to the event giving rise to a claim the Insured Person:
  - (a) had been medically advised not to participate in the Insured Sport, or
  - (b) had been given a terminal prognosis, or
  - (c) had passed their 50th birthday.
3. Benefit shall be limited to £2,500 where the Insured Person has not attained age 16 years.

## GENERAL EXCLUSIONS

This Certificate does not cover Death, Disablement Hospital Confinement, Emergency Dental Expense or Fracture of a Bone directly or indirectly arising out of or consequent upon or contributed to by:

1. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power;
2. radioactive contamination;
3. the Insured Person engaging or taking part in a sport or activity other than that stated in the Insurance Schedule;
4. suicide or attempted suicide or intentional self-injury or the Insured Person being in a state of insanity;
5. Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this has been acquired or may be named;
6. deliberate exposure to exceptional danger (except in an attempt to save human life) or the Insured Person's own criminal act or the Insured Person being under the influence of alcohol or drugs or solvents;
7. failure of the Insured Person to wear such mandatory protective equipment as may be stipulated by the appropriate governing body of the Insured Sport;
8. participation in the Insured Sport against medical advice or whilst under medical treatment for Bodily Injury;
9. an injury resulting from or traceable to or aggravated by any pre-existing medical or physical condition of the Insured Person;
10. any condition caused by, prolonged by or aggravated by any psychiatric, mental or nervous disorder of the Insured Person, including anxiety and/or depression.

## GENERAL CONDITIONS

1. Notice must be sent to the Underwriters via Sportsguard as soon as reasonably practicable of any Accident which may give rise to a claim under this Certificate and the Insured Person must as early as possible place himself or herself under the care of a duly qualified medical practitioner.

2. In the event of claim for Death, notice must be sent to the Underwriters via Sportsguard as soon as is reasonably practicable.

3. The Insured Person or his or her representatives must agree that all medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical advisor appointed by the Underwriters and that such medical advisor shall be allowed so often as may be deemed necessary to make an examination of the Insured Person for the purpose of reviewing the claim.

4. The Assured Club and the Insured Person shall use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss under this Insurance and shall maintain all sporting equipment in good order.

5. The Insured Person or his or her representative shall provide Underwriters with proof of registration and membership of the Assured Club or Team if required prior to the payment of any claim.

6. The Assured Club must declare and insure all Teams under its control or organisation playing the Insured Sport at the inception of this Insurance and any Team formed at a later date must be proposed immediately to Underwriters via Sportsguard and added to this Insurance at the appropriate additional premium.

7. Any fraud, misstatement or concealment by an Insured Person if unknown to the Assured Club either in the proposal on which this Insurance is based or in relation to any other matter affecting this Insurance or in consequence with the making of any claim hereunder shall render this Insurance null and void insofar as it relates to the Insured Person in question, but any such fraud, misstatement or concealment by or known to the Assured Club shall render the whole Insurance null and void and all claims hereunder shall be forfeited.

WARRANTED THAT FOR THE PURPOSES OF THIS INSURANCE A TEAM SHALL COMPRISE A MAXIMUM OF 20 PLAYERS AND OFFICIALS.

## GENERAL DEFINITIONS

In this Certificate:

**"BODILY INJURY"** means an identifiable physical injury which:

- is sustained by the Insured Person, and
- is caused by an Accident during the Operative Time, and
- solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the Death or Disablement of the Insured Person within twelve months from the date of the Accident.

## GENERAL DEFINITIONS CONTINUED...

**"ACCIDENT"** means a sudden, unexpected, unusual specific event which occurs at an identifiable time and place, but shall also include exposure resulting from a mishap to a conveyance in which the Insured Person is travelling.

**"LOSS OF LIMB"** means permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.

**"PERMANENT TOTAL DISABLEMENT"** means disablement which entirely and totally prevents the Insured Person from attending to any business or occupation of any and every kind and which lasts twelve calendar months and at the expiry of that period is beyond hope of improvement.

**"TEMPORARY TOTAL DISABLEMENT"** means disablement which temporarily and totally prevents the Insured Person from attending to the duties of his or her usual business or occupation.

If the Youth Team Optional Extension has been selected "Temporary Total Disablement" shall mean disablement which entirely prevents the Insured Person from attending school or full time education and/or if in employment of any nature, being entirely prevented from attending to such employment.

**"OPERATIVE TIME"** means the Period of Insurance stated in the Insurance Schedule but only whilst the Insured Person is participating As An Amateur in official club events and matches organised by the Assured Club including official training or practice sessions and including whilst travelling thereto and therefrom in an organised party under the jurisdiction of the Assured Club whilst within the Geographical Limits stated in the Insurance Schedule.

**"AS AN AMATEUR"** means participation in an activity which the Insured Person does not use as his or her main means of livelihood.

**"EMERGENCY DENTAL EXPENSES"** means fees incurred in respect of dental treatment for the immediate relief of pain which is deemed necessary by a registered Dental Medical Practitioner as a result of an Accident sustained by the Insured Person.

**"FRACTURE OF A BONE"** means the fracture of a permanent Bone in the arm or leg as described in the Insurance Schedule, sustained by the Insured person during the operative time, which necessitates Hospital Treatment and Application of a Plaster Cast &/or solid cast &/or splint &/or other medical treatment to aid the recovery of the fracture. It does not include any resetting or secondary applications. In the event of Multiple Fractures, only one benefit amount is payable.

**"DEATH FROM ILLNESS"** means the death of the Insured Person provided it arises directly as a result of an illness, the symptoms of which first manifest themselves during the Operative Time and death occurs within seven days of such symptoms first manifesting themselves.

**"HOSPITAL CONFINEMENT"** means confinement as an in-patient in a hospital which provides medical or surgical treatment and 24 hour-a-day care by qualified physicians and nursing staff.