

## PERSONAL ACCIDENT INSURANCE POLICY

This Policy is a contract between the Insured and Royal & Sun Alliance Insurance Ltd (herein called the Company)

This Policy and any Schedule, Endorsements, Clauses and Certificates should be read as if they are one document.

The Company's acceptance of this risk is based on the information presented to them being a fair presentation of the Insured's business including any unusual or special circumstances which increase the risk and any particular concerns which have led the Insured to seek insurance.

Any reference to the singular will include the plural or vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.

Any heading in this Policy is for ease of reference only and does not affect its interpretation.

The Company will provide the insurance described in this policy (subject to the terms set out herein) for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Company shall agree to accept the premium.



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## General Definitions

### Adjudicators and Selectors

Referees Adjudicators or Selectors at National or Constituent Body level

### Air Travel

Mounting into travelling in or dismounting from any fully licensed passenger carrying aircraft as a passenger and while at any airport for the purpose of such travel Air Travel does not include travelling as a member of the crew or for the purpose of engaging in any related trade or technical operation

### Catastrophic Spinal Cord Injury

An injury to the spinal cord which results in neurological deficit and is classified on the American Spinal Injuries Association Impairment Scale (ASIA Impairment Scale) as one of the following:

#### Catastrophic Spinal Cord Injury Level 1

A spinal cord injury at C4 and above ASIA A/B/C

#### Catastrophic Spinal Cord Injury Level 2

A spinal cord injury at C5 – C7 ASIA A/B/C

#### Catastrophic Spinal Cord Injury Level 3

A spinal cord injury at C8 and below ASIA A/B/C

or

A spinal cord injury at C7 and above ASIA D

#### Catastrophic Spinal Cord Injury Level 4

A spinal cord injury at C8 and below ASIA D

### Commuting

While travelling directly to or directly from a match or official training session other than by a common carrier licensed to carry passengers as part of an organised party

Cover operates from the departure of the Insured Person from their place of residence until subsequent return to place of residence provided at all times travel is direct (including stops en route which are considered both necessary and essential to the journey)

### Counselling

Provision of counselling recommended by a Medical Practitioner from a licenced professional counsellor other than an Insured Person or a member of the immediate family of the Insured Person

### Disablement

See Special Definitions applying to Sections 1 2 or 3

### Hospital

Any institution which meets fully every one of the following criteria

- a) maintains permanent and full time facilities for the care of overnight resident patients and
- b) has diagnostic and therapeutic facilities for the surgical and medical diagnosis treatment and care of injured and sick persons by or under the supervision of a staff of Medical Practitioners and
- c) continuously provides 24 hours a day nursing service supervised by state registered nurses or by persons with equivalent qualifications and
- d) is not other than incidentally an institution which provides full time facilities for
  - i) mentally ill or mentally handicapped persons
  - ii) nursing or convalescing
  - iii) aged persons of 70 years or more
  - iv) drug addicts
  - v) alcoholics

**Hospitalisation**

One admission or a series of admissions from the same accident to a Hospital as a registered in-patient on the recommendation of a Medical Practitioner

**Loss of Eye**

Permanent and total loss of sight which will be considered as having occurred

- a) in both eyes if the Insured Person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
- b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the Insured Person should see at 60 feet)

**Loss of Hearing**

Total and irrecoverable loss of hearing

**Loss of Limb**

- a) in the case of a leg loss by permanent physical severance at or above the ankle or permanent and total loss of use of a complete foot or leg
- b) in the case of an arm loss by permanent physical severance of the four fingers at or above the meta carpo phalangeal joints (where the fingers join the palm of the hand) or permanent and total loss of use of a complete arm or hand

**Medical Practitioner**

Any legally qualified medical practitioner other than

- a) an Insured Person
- b) a member of the immediate family of the Insured Person

**Nuclear Chemical or Biological incident**

Use of any nuclear weapon or device or the deliberate emission discharge dispersal release or escape of any solid liquid or gaseous chemical agent or Biological Agent

Biological Agent shall mean any pathogenic micro-organism or biologically produced toxin(s) including genetically modified organisms and chemically synthesised toxins

**Reproductive Organs**

uterus, ovaries, uterine tubes or testicle

**Terrorism**

Any act including but not limited to the use of force or violence or 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 similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

**Traumatic Brain Injury**

An injury to the brain which results in neurological deficit and is classified on the Glasgow Outcome Scale as one of the following:

**Traumatic Brain Injury Level 1**

Persistent vegetative or minimally conscious state or severely disabled necessitating 24 hour care at home (Glasgow Outcome Scale 2 or 3)

**Traumatic Brain Injury Level 2**

Persistent vegetative or minimally conscious state or severely disabled necessitating 24 hour long term in-patient or nursing home care (Glasgow Outcome Scale 2 or 3)

**Traumatic Brain Injury Level 3**

Moderate level of disability being independent for the purpose of care and being able to work in sheltered or modified settings (Glasgow Outcome Scale 4)

**Usual Occupation**

Regular gainful employment in which the Insured Person works for more than 20 hours per week and which forms their primary source of remuneration at the time bodily injury is sustained

For the purpose of this Policy the playing of rugby as a profession shall not constitute a Usual Occupation

**War**

War invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

**General Conditions****Disappearance**

In the event of the disappearance of an Insured Person if after a reasonable period of time it is believed based on reasonable evidence available at the relevant time that Death has occurred as a result of bodily injury the benefit amount of Benefit 1 shall become payable subject to a signed undertaking that if the belief is subsequently found to be wrong such amount shall be refunded to the Company

**Exposure**

If an Insured Person suffers Death or Disablement as a direct result of exposure to the elements the Company will consider that as having been caused by bodily injury

**Financial and Trade Sanctions**

The Company shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any Prohibition

If any Prohibition takes effect during the Policy period the Insured or the Company may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address

If the whole or any part of the Policy is cancelled the Company shall, if and to the extent that it does not breach any Prohibition, return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding

For the purposes of this clause a Prohibition shall mean any prohibition or restriction imposed by law or regulation including but not limited to:

- United Nations Resolutions;
- Trade and/or economic sanctions laws and/or regulations of the United Kingdom, European Union, United States of America (including secondary sanctions) or any other jurisdiction relevant to the parties; and

any activities that would be subject to a licence requirement under those laws and/or regulations in respect of transit and/or export control, unless such licence has been obtained prior to the activity commencing and the Company has approved the provision of insurance for the activity

**Law and Jurisdiction**

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract, to the extent permitted by those laws. Unless the parties agree otherwise in writing, the Company has agreed with the Insured that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Insured is based, or, if based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which the Insured is based

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Insured is based, or, if the Insured is based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which the Insured is based

### **Maximum Incident Limit and Aircraft Accumulation Limit**

The liability of the Company under this Policy shall not exceed the Maximum Incident Limit of £25,000,000 in respect of all Insured Persons any one Incident subject to an inner limit in respect of Air Travel where the liability of the Company under this Policy in respect of all Insured Persons undertaking Air Travel shall not exceed £5,000,000 any one Incident

Where all losses arising out of one and the same Incident exceed either the Maximum Incident Limit or the Air Travel limit as shown above the liability of the Company in respect of each Insured Person shall be proportionately reduced until the total does not exceed that figure

In calculating the Company's liability losses from any other policy of Personal Accident Insurance issued by the Company in the Insured's name will be included

The duration of any one Incident shall be limited to 72 consecutive hours and no loss which occurs outside this period shall be included in that Incident

### **Policy Cancellation**

This Policy may be cancelled by either the Insured or the Company by giving 30 days written notice to the Company or the Insured at their last known registered address The Company shall retain pro rata earned premium for the period that the Policy was in force

## **General Claims Settlement Conditions**

### **Arbitration**

If any difference shall arise as to the medical assessment and the amount to be paid under this Policy, such dispute shall be referred to an independent medical consultant to be agreed by both the Insured and the Company In the event that any dispute is referred to an independent medical consultant their decision shall be final and binding on all parties

### **Claims Notification**

As soon as practicable and in any case within 90 days after the happening of an event which may give rise to a claim written notice shall be given to the Company

### **Evidence Required**

In connection with any claim:

- (a) all medical certificates, reports, information and evidence required by the Company to substantiate that claim must be supplied at the Insured Person's own expense and in such form as the Company may reasonably require;
- (b) the Insured Person must undergo a medical examination and provide medical evidence to the Company (at the Company's expense) as often as the Company may reasonably require following receipt of that claim; and

(c) no benefit shall be payable in respect of that claim where the Insured Person fails to undergo such medical examination or provide such medical evidence as referred to in (b) above

### **Interest**

Other than where required by the Enterprise Act 2016 interest will not be added to any amount paid

### **Other Interests**

The Insured's receipt shall discharge the Company. The Insured Person or the Insured Person's personal representatives shall have no right to claim from or sue the Company

### **Third Party Contract Rights**

No person other than the Insured or the Company may enforce the terms of this Policy and the provisions of the Contract (Rights of Third Parties) Act 1999 do not apply

## **General Exclusions**

The Company shall not be liable in respect of bodily injury or Death or Disablement consequent upon or contributed to by

1. War in the Insured Person's country of residence
2. the Insured Person having taken a drug unless the Insured Person proves that the drug was taken in accordance with proper medical prescription and directions and not for the treatment of drug addiction
3. the Insured Person committing or attempting to commit suicide or as a result of self inflicted injury or the Insured Person's own criminal act
4. radioactive contamination whether arising directly or indirectly
5. War or Terrorism occasioned by any Nuclear Chemical or Biological incident

## General Schedule

Policy No.	PA00022913
Company:	Royal & Sun Alliance Insurance plc
Branch:	Global Risk Solutions, 20 Fenchurch Street, London, EC3M 3AU
Agency:	Howden UK Group Ltd
Insured:	The Rugby Football Union
Renewal Date:	1 August
Period of Insurance:	a) From 1 <sup>st</sup> August 2022 to 31 <sup>st</sup> July 2023 b) Any subsequent period for which the Insured shall pay and the Company shall agree to accept the Renewal Premium
Insured Club:	Any Rugby Football Club (other than Overseas Unions unless specifically agreed with the Company) affiliated to the Rugby Football Union or any other club team or group which carries the approval of the Rugby Football Union



## Personal Accident Insurance

### Section 1 – Injuries other than Traumatic Brain Injury or Catastrophic Spinal Cord Injury

#### The Cover

If during the Operative Time the Insured Person sustains bodily injury other than a Traumatic Brain Injury or Catastrophic Spinal Cord Injury caused by accidental outward and violent means which within two years shall independently of any other cause result in Death or Disablement the Company will pay the appropriate Benefit to the Insured

#### Schedule of Benefits

In respect of Full Time Members of the armed forces police fire or prison services please see Endorsement A

Benefit		Age of Insured Person on the date of the accident	
		16 years and over	Under 16 years
1	Death	£50,000	£20,000
2	Loss of two or more Limbs or Loss of both Eyes or one of each or Loss of Hearing in both ears	£100,000	£100,000
3 a)	Loss of one Limb or Loss of one Eye	£25,000	£25,000
b)	Permanent total loss of speech	£25,000	£25,000
c)	Loss of Hearing in one ear	£25,000	£25,000
4 a) i)	Permanent Total Disablement from the Insured Person's Usual Occupation	£50,000	Not applicable
ii)	where the Insured Person has no Usual Occupation but is not under the age of 25 years and in full-time education then Permanent Total Disablement shall be from gainful employment for which the Insured Person is fitted by way of training education or experience or where the Insured Person is under the age of 25 years and in full-time education then see Benefit 4 b)	£50,000	Not applicable
4 b)	Permanent Total Disablement from gainful employment of any and every kind	£300,000	£300,000
12	Permanent total loss of kidney	£20,000	£20,000
13	Permanent total loss of spleen	£15,000	£15,000
14	Permanent total loss of use of lung	£50,000	£50,000
15	Total loss of one or more Reproductive Organs resulting in permanent physical removal	£15,000	£15,000

**Special Definition applying to Section 1**

**Disablement**

Benefits 2 to 4

**Endorsement attaching to and forming part of Section 1**

**Endorsement A – Full Time Members of the armed forces police fire or prison services**

In respect of Full Time Members of the armed forces police fire or prison services Benefit 4a) i) is deleted and restated as follows:

<b>Benefit</b>		<b>Age of Insured Person on the date of the accident 16 years and over</b>
a)	When the Insured Person has a specialist trade profession or task within the service and is demoted within the service or medically discharged from the service as a result of the injury and is unable to perform a similar type of trade profession or task outside the service as a result of the injury or because the task is not performed outside the service	£50,000
b)	When the Insured Person has no specialist trade profession or task within the service and is demoted within the service or medically discharged from the service as a result of the injury	£25,000
c)	When the Insured Person has a specialist trade profession or task within the service and whilst able to carry out the same or similar trade profession or task outside the service is medically discharged from the service as a result of the injury	£25,000

**Special Definition applying to Endorsement A**

**Full Time Member**

A Full Time Member of the armed forces police fire or prison services shall mean that the Insured Person is engaged in such occupation for more than 20 hours per week and it is their primary source of remuneration

**Disability Extension**

Where Disablement requires confirmation of medical discharge from the armed forces then the requirement that Disablement must have occurred within two years of an Insured Person sustaining bodily injury caused by accidental outward and violent means is removed. Instead the Company must have received adequate notification with supporting medical documentation that the potential for medical discharge is under review and any ongoing request for an update on the medical discharge position must be provided to the best of the Insured Persons capabilities.

## Personal Accident Insurance

### Section 2 – Traumatic Brain Injury or Catastrophic Spinal Cord Injury

#### The Cover

If during the Operative Time the Insured Person sustains bodily injury resulting in a Traumatic Brain Injury or Catastrophic Spinal Cord Injury caused by accidental outward and violent means which within two years shall independently of any other cause result in Death as shown under Section 1 or Disablement the Company will pay the appropriate Benefit to the Insured

#### Schedule of Benefits

##### (i) Traumatic Brain Injury

Benefit		Age of Insured Person on the date of the accident	
		16 years and over	Under 16 years
5	Traumatic Brain Injury Level 1	£300,000	£300,000
6	Traumatic Brain Injury Level 2	£200,000	£200,000
7	Traumatic Brain Injury Level 3	£100,000	£100,000

##### (ii) Catastrophic Spinal Cord Injury

Benefit		Age of Insured Person on the date of the accident	
		16 years and over	Under 16 years
8	Catastrophic Spinal Cord Injury Level 1	£300,000	£300,000
9	Catastrophic Spinal Cord Injury Level 2	£200,000	£200,000
10	Catastrophic Spinal Cord Injury Level 3	£100,000	£100,000
11	Catastrophic Spinal Cord Injury Level 4	£75,000	£75,000

#### Special Definition applying to Section 2

##### Disablement

Benefits 5 to 11

## Section 3 – Personal Accident Commuting

### The Cover

If while Commuting any registered player Manager Assistant Manager Coach Medical Attendant or Physiotherapist of an Insured Club or Constituent Body or School excluding Referees sustains bodily injury caused by accidental outward and violent means which within two years shall independently of any other cause result in Death or Disablement the Company will pay the appropriate Benefit to the Insured

### Schedule of Benefits

Benefit		Age of Insured Person on the date of the accident	
		16 years and over	Under 16 years
1	Death	£50,000	£20,000
2	Loss of two or more Limbs or Loss of both Eyes or one of each or Loss of Hearing in both ears	£50,000	£50,000
3 a)	Loss of one Limb or Loss of one Eye	£25,000	£25,000
3 b)	Permanent total loss of speech	£25,000	£25,000
3 c)	Loss of Hearing in one ear	£25,000	£25,000
4a) i)	Permanent Total Disablement from the Insured Person's Usual Occupation or where the Insured Person has no Usual Occupation then Permanent Total Disablement from any gainful employment for which the Insured Person is fitted by way of training education or experience or where the Insured Person is under the age of 25 years and in full-time education then see Benefit 4 b)	£50,000	Not applicable
4a) ii)		£25,000	Not applicable
4a) iii)			
4 b)	Permanent Total Disablement from gainful employment of any and every kind	£50,000	£50,000
5	Traumatic Brain Injury Level 1	£50,000	£50,000
6	Traumatic Brain Injury Level 2	£50,000	£50,000
7	Traumatic Brain Injury Level 3	£50,000	£50,000
8	Catastrophic Spinal Cord Injury Level 1	£50,000	£50,000
9	Catastrophic Spinal Cord Injury Level 2	£50,000	£50,000
10	Catastrophic Spinal Cord Injury Level 3	£50,000	£50,000
11	Catastrophic Spinal Cord Injury Level 4	£50,000	£50,000

### Special Definition applying to Section 3

#### Disablement

Benefits 2 to 11

## Special Conditions applying to Sections 1 2 and 3 of the Policy

### Benefits

- a) If the consequences of an accident shall be aggravated by any physical disability or condition of the Insured Person which existed before the accident occurred the amount of any Benefit payable under this Policy in respect of the consequences of that accident shall be the amount which it is reasonably considered would have been payable if such consequences had not so been aggravated
- b) The Company will not pay in respect of any one Insured Person in connection with the same accident any benefit under more than one of Sections 1 to 3
- c) The Company will not pay in respect of any one Insured Person in connection with the same accident more than
  - i. one of Benefits 1 to 4 of Section 1 or
  - ii. one of Benefits 5 to 11 of Section 2 or
  - iii. one of Benefits 1 to 11 of Section 3
 other than as described in h) below
- d) Payment of any of the Special Extensions – Coma Benefit Funeral Expenses Hospitalisation or Retraining will be in addition to any benefit payable under Section 1 2 or 3
- e) On the happening of an accident giving rise to a claim under either Section 1 2 or 3 this Policy shall thereafter cease to apply to the Insured Person concerned unless notification has been given to the Company and the Company has agreed to reinstate cover
- f) If the Death Benefit is less than the amount for Benefits 2 to 4 of Section 1 or Benefits 5 to 11 of Section 2 or Benefits 2 to 11 of Section 3 the Company will not pay more than the amount for Death until thirteen weeks after the date of the accident and the Company will only then pay the balance if Death has not occurred in the meantime
- g) If Benefit 2 of Section 1 is claimed in respect of the same Insured Person for any combination of Loss of Limb(s) Loss of Eye(s) or Loss of Hearing the total payable shall not exceed £250,000
- h) If Benefit 2 of Section 3 is claimed in respect of the same Insured Person for any combination of Loss of Limb(s) Loss of Eye(s) or Loss of Hearing the total payable shall not exceed £50,000

If Benefit 3 of Section 1 or Section 3 is claimed in respect of the same Insured Person for any combination of Loss of Limb Loss of Eye loss of speech or Loss of Hearing in one ear the total payable shall not exceed £50,000

### Special Extension applying to Sections 1 and 2 of the Policy

#### Insured Persons under the age of 25 years who are in full time education

In respect of any Insured Person under the age of 25 years who was in full time education at the time of sustaining bodily injury or Traumatic Brain Injury or Catastrophic Spinal Cord Injury caused by accidental outward and violent means the Schedule of Benefits under Section 1 or Section 2 is extended as follows:

Permanent total loss of intellectual capacity	£100,000
Permanent total loss of use of thumb	£25,000
Permanent total loss of use of shoulder or elbow	£25,000
Permanent total loss of use of wrist	£20,000
Permanent total loss of use of hip knee or ankle	£20,000
Permanent total loss of kidney	£20,000

Permanent total loss of spleen	£15,000
Total loss of one or more Reproductive Organs resulting in permanent physical removal	£15,000
Permanent total loss of use of lung	£50,000

In respect of forms of permanent disablement not specified above the degree of disability will be assessed by comparison with the Benefits shown above without taking into account the Insured Person's occupation or future anticipated occupation

No Benefit will be payable if;

- a) the level of disability is assessed at less than 15%
- b) any benefit has been paid under Section 1 or 2 of the Policy

The maximum amount payable under this Special Extension shall not exceed £100,000

## Special Extensions applying to Sections 1 2 and 3 of the Policy

### Coma Benefit

If during the Operative Time an Insured Person sustains bodily injury caused by accidental outward and violent means which within 90 days is the sole and independent cause of the Insured Person being in a continuous unconscious state the Company will pay £25 per full 24 hours up to a maximum of £1,000 any one Insured Person while they remain in a continuous unconscious state

### Funeral Expenses

If during the Operative Time the Insured Person sustains bodily injury caused by accidental outward and violent means which within two years is the sole and independent cause of Death the Company will pay the necessary costs incurred with the Company's prior written consent for funeral expenses up to a maximum of £10,000 any one Insured Person

### Hospitalisation

If during the Operative Time an Insured Person suffers bodily injury caused by accidental outward and violent means and is admitted to a Hospital on the recommendation of a Medical Practitioner the Company will pay £25 per each overnight stay up to a maximum of £1,000 any one Insured Person while they are a Hospital in-patient

### Retraining

If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of the Insured Person suffering Permanent Total Disablement from the Insured Person's usual occupation reasonable expenses incurred with the Company's prior written consent in retraining either the Insured Person or the Insured Person's Spouse for an alternative occupation up to a maximum of £25,000

Any cost of retraining must be booked and such retraining started within 24 months of payment by Company of the Permanent Total Disablement benefit

## Special Extension applying to Section 2 of the Policy

### Traumatic Brain Injury or Catastrophic Spinal Cord Injury - Injured Players Foundation Counselling Funding

If during the Operative Time the Insured Person sustains bodily injury resulting in a Traumatic Brain Injury or a Catastrophic Spinal Cord Injury caused by accidental outward and violent means which shall independently of any other cause result in a claim being lodged under Section 2 then the Injured Players Foundation can with the Company's prior written consent obtain Counselling for the injured Insured Person for a period of up to two years from the date of diagnosis subject to a maximum of £10,000 any one Insured Person and a maximum of £50,000 for all Insured Persons in any one Period of Insurance

## PERSONAL ACCIDENT SCHEDULE

### Insured Persons

- Category 1 Any player of an Insured Club or Constituent Body or School or Referee Society
- Category 2 Match Officials Adjudicators or Selectors acting on behalf of and at the request of an Insured Club or Constituent Body or School or Referee Society
- Category 3 Any Manager Assistant Manager Coach Medical Attendant or Physiotherapist of an Insured Club
- Category 4 Any Elected Officer or Regional Representative or Council Member of the Rugby Football Union

### Operative Time

Category 1 While playing or training or taking part in any match or official training session at any ground or premises where the Insured Club or Constituent Body or School or Referee Society has arranged a fixture official training session or practice session  
While travelling other than by Commuting directly to or directly from a match or official training session by a common carrier licensed to carry passengers as part of an organised party or in the case of a Referee by private type motor vehicle provided such travel is direct and under the direction of the Insured Club or Constituent Body or School or Referee Society

Category 2 While engaged in official duties for and on behalf of the Insured Club or Constituent Body or School or Referee Society  
Cover operates from the departure of the Insured Person from place of residence until subsequent return to place of residence provided at all times travel is direct (including stops en route which are considered both necessary and essential to the journey)

Category 3 While engaged in official duties for and on behalf of an Insured Club  
Whilst travelling other than by Commuting directly to or directly from a match or official training session by a common carrier licensed to carry passengers as part of an organised party

Category 4 While engaged on the business of the Rugby Football Union  
Cover operates from the departure of the Insured Person from place of residence until subsequent return to place of residence provided at all times travel is direct (including stops en route which are considered both necessary and essential to the journey)

### **General Endorsements attaching to and forming part of Policy No. PA00022913**

#### **Endorsement A – Club Tours**

The Insurance provided by Sections 1 2 and 3 of this Policy is extended to apply to an Insured Person while playing or training or taking part or refereeing in any match or official practice game at any ground or premises where such match or official practice game has been arranged by an Insured Club and/or Constituent Body and/or School and/or Referee Society for a period not exceeding 31 days of any rugby tour outside Great Britain Northern Ireland the Channel Islands and the Isle of Man

The Insurance provided by this Endorsement is also extended in connection with such tours to apply to bodily injury sustained by an Insured Person while engaging in Air Travel organised by an Insured Club and/or Constituent Body and/or School and/or Referee Society or while travelling by a common carrier

licensed to carry passengers as part of an organised party under the direction of the Insured Club and/or Constituent Body and/or School and/or Referee Society to and from matches at any time after setting out from the Insured Person's temporary residence until arrival at the ground where the match is to be played and at any time after leaving the ground following the match until arrival back at the Insured Person's temporary residence

### **Endorsement B – Channel Islands and the Isle of Man**

In respect of any Insured Club undertaking an Insured Journey to and from the Channel Islands or the Isle of Man for the purpose of playing fixtures in the following leagues and cup competitions:

Championship - Jersey  
 National East 2 - Guernsey  
 Counties 3 (ADM North West) - IOM  
 Counties 1 (Hampshire) – Jersey  
 NC1 North West - IOM  
 NC1 South East (East) – Guernsey  
 NC2 South East (South) – Jersey

This Policy is extended as follows:

#### **The Cover**

If during the Insured Journey an Insured Person sustains bodily injury caused by accidental outward and violent means or falls ill or dies the Company will indemnify the Insured Club on behalf of the Insured Person concerned in respect of Medical Expenses and Emergency Travel Expenses which are necessarily incurred as a direct result

In respect of Insured Journeys to or from Guernsey:

The Company will pay up to £5,000,000 for all Medical and Emergency Travel Expenses incurred in respect of any one Insured Person including Hospitalisation Benefit of £50 per day up to a maximum of £1,000 in all for each 24 hour period spent as an in-patient in Hospital as a result of bodily injury caused by accidental outward and violent means or illness

In respect of Insured Journeys to or from Jersey and the Isle of Man:

The Company will pay up to £5,000,000 for all Emergency Travel Expenses incurred in respect of any one Insured Person as a result of bodily injury caused by accidental outward and violent means or illness

It is noted that the insurance provided by General Endorsement B extends to include Youth Fixtures

### **Special Definitions applying to General Endorsement B**

#### **Channel Islands**

Guernsey and Jersey

#### **Emergency Travel Expenses**

The additional cost (less any saving by or recovery available to the person concerned) of travel accommodation and rescue (including repatriation) incurred in respect of the Insured Person or of any relative or friend who has necessarily to travel to or remain with or escort the Insured Person In the case of death the Company will pay the necessary cost of funeral expenses (up to a maximum of £5,000 per Insured Person) and of transporting the body or ashes and that Insured Person's personal baggage to their normal residence in the United Kingdom the Channel Islands or the Isle of Man

#### **Insured Journey**



Any journey undertaken by an Insured Club to or from the Channel Islands or the Isle of Man which commences during the Period of Insurance and is for the purpose of playing fixtures in the leagues and cup competitions noted above

Insurance operates from the departure of the Insured Person from the Insured Person's residence or the Insured Club (whichever occurs last) until arrival back at such residence or Insured Club (whichever occurs first) at the end of the journey

### **Medical Expenses**

The cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a Medical Practitioner and all hospital nursing home and ambulance charges Dental and optical expenses are included only if necessitated by bodily injury caused by accidental outward and violent means or incurred for emergency treatment

### **United Kingdom**

England Scotland Wales and Northern Ireland

### **Youth Fixtures**

Any fixture involving a youth team aged U7 – U18 travelling to or from the Channel Islands or the Isle of Man that has been authorised by the Insured

### **Exclusions applying to General Endorsement B**

The Company will not pay

1. any Medical Expenses or Hospitalisation Benefit incurred
  - A. in the Insured Person's usual country of residence in either the United Kingdom Channel Islands or the Isle of Man other than those incurred within three months of the Insured Person's return to their country of residence in either the United Kingdom Channel Islands or the Isle of Man and then for an amount not exceeding £25,000 per Insured Person
  - B. more than one year after the need for treatment arises
2. any claim which is the result of or is contributed to by
  - A. pregnancy or childbirth
    - i. if incurred within twelve weeks of the expected date of confinement
    - ii. if incurred more than twelve weeks months before the expected date of confinement unless such expenses are incurred for emergency treatment
  - B. the Insured Person having taken a drug unless it was taken on proper medical advice and not for the treatment of drug addiction
  - C. any infirmity or condition receiving treatment in the twelve months preceding the Insured Journey
  - D. the Insured Person engaging flying of any kind other than as a passenger in a multi engine aircraft
3. any claim if the Insured Person is travelling
  - A. against the advice of a Medical Practitioner
  - B. after having received a terminal prognosis from a Medical Practitioner
  - C. for the purpose of obtaining medical treatment
4. the first £50 of each claim
5. dental expenses incurred for treatment which could reasonably be deferred until the Insured Person returns to their normal country of residence in either the United Kingdom Channel Islands or the Isle of Man
6. any claim which results from loss or destruction of or damage property loss or expense legal liability or any consequential loss directly or indirectly caused by or contributed to by or arising from
  - A. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - B. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
7. War or Terrorism occasioned by any Nuclear Chemical or Biological Cause

### **In an Emergency**

The Insured Club or an Insured Person can obtain immediate assistance by telephoning Healix

Healix is a third party service provider approved by RSA

### **Healix Medical Assistance**

The Insured Club or an Insured Person can obtain immediate assistance by telephoning Healix. The 24/7 operations centre has:

- in house doctors and nursing staff
- a network of doctors and nurses throughout the world
- multilingual assistance case managers
- specialist travel agencies for immediate repatriation arrangements in the event of a medical problem

The advice and assistance provided by Healix can be accessed as follows:-

Telephone: +44 (0) 20 8763 3155

E-mail: [rsa@healix.com](mailto:rsa@healix.com)

Address: Healix House  
Esher Green  
Surrey  
KT10 8AB

### **Endorsement C – England Representative Teams – UK Medical Expenses**

The Insurance provided by Sections 1 and 2 of this Policy is extended as follows:

#### **Insured Persons**

Any registered player of the following England Representative Teams:

England Under 16s  
England Group Under 18s  
England Counties Under 20s  
England Counties  
England Students

#### **Operative Time**

While playing or training or taking part in any match or official training session as a member of the England squad

#### **Benefits**

1. Hospital costs (both in-patient and day patient) including accommodation and nursing operating theatre charges drugs and dressings
2. Surgeons and anaesthetist fees
3. Consultants fees incurred within three months of receiving initial treatment and/or surgery
4. Diagnostic tests including pathology radiology MRI and CT scans up to a maximum £1,000 any one course of treatment
5. Outpatient costs including physiotherapy acupuncture chiropractic and osteopathy costs following a referral by a Medical Practitioner up to a maximum £750 and incurred within three months of receiving initial treatment

### **Exclusions applying to General Endorsement C**

The Company shall not be liable in respect of

1. the first £250 of each and every claim
2. any sums that are otherwise recoverable under a more specific insurance policy
3. any costs incurred without the prior written consent of the Company
4. treatment which is not normally available under the NHS or which is not approved by the National Institute of Health and Clinical Excellence
5. treatment received outside the UK
6. dental surgery or treatment
7. cosmetic surgery or treatment
8. Medical Practitioner or dentist fees

### **Endorsement D – Two Year LTA Agreement**

Two Year Agreement

Period of Agreement	from 01/08/2022 to 31/07/2024
First Period of Insurance	from 01/08/2022 to 31/07/2023
Second Period of Insurance	from 01/08/2023 to 31/07/2024

The Policy will mean Policy Number PA00022913 issued by the Company to the Insured or any Policy issued in substitution thereof

The Insured will be as stated in the Policy

The Company will be Royal & Sun Alliance Insurance Ltd and any other insurers shown on the Policy each for their respective rights interests and liabilities

The Insured undertake to maintain the Policy in force for the Period of Agreement shown above in consideration of the Company agreeing to apply the Annual Premium for the Second Period of Insurance

Provided that the Company may also vary the terms of the Policy in accordance with the Special Provisions defined herein

Adjustments

1. If the Loss Ratio exceeds 40% for the First Period of Insurance as at 1st June 2023 the Company reserve the right to terminate the Agreement or re-negotiate the premium or rates for application to the Second Period of Insurance
2. If the Loss Ratio exceeds 60% for the 2021/2022 Period of Insurance as at 1st June 2023 the Company reserve the right to terminate the Agreement or re-negotiate the premium or rates for application to the Second Period of Insurance

Special Definitions

Loss Ratio shall be calculated as the percentage that the sum of paid claims and outstanding reserves in respect of claims incurred in the Periods of Insurance as detailed in the Adjustments Section above bears to the total of the Earned Premium during the same Periods of Insurance

Earned Premium shall mean the total of premiums paid (including adjustments but excluding commission and any taxes) in any one Period of Insurance

Annual Premium First Period of Insurance - shall mean £1,275,000 + taxes

Annual Premium Second Period of Insurance – shall mean £1,275,000 + taxes

Special Provisions

The Company reserves the right regardless of the Loss Ratio to

1. adjust the premium or rates restrict the cover or vary the terms or conditions to reflect:

- a) acquisitions or disposals of companies
- b) any alteration which materially increases the risk in respect of which indemnity is provided by this Policy
- c) the Company adopting a change in underwriting policy or ceasing to underwrite this class of business or imposing limits of loss or liability to all policies in this class of business
- d) an external factor or factors occurring (including but not limited to an increase in the risk) as a result of which the Company's liability under the Policy is materially increased
- e) any limitation imposed by the reinsurers of the Company

2. adjust the premium or rates restrict the cover or vary the terms or conditions or terminate the Agreement to reflect:

- a) a legal requirement to do so
- b) any change which occurs in
  - i) Legislation being any enactment subordinate legislation law regulation decree treaty or instrument in force
  - ii) the interpretation of any Legislation by any court tribunal or arbitration any government or regulatory body or Ombudsman

which has a material affect upon the scope of cover or indemnity provided by the policy or extent of risk

If the Company elects to change the terms in accordance with Adjustment d) of Special Provision 1 above then the Insured may at its option

- a) cancel the Policy
- b) terminate the Agreement
- c) continue the Agreement at the new terms for the remainder of the Period of Agreement

It is agreed that

- any imposition of or increase in taxes contributions to the Government will be borne by the Insured
- the amounts of outstanding reserves to be included in the calculation of the Loss Ratio shall be set by the Company

All other terms and conditions in the Policy continue to apply

Payment of the first premium due 01/08/2022 shall be deemed acceptance by the Insured of the terms of this Agreement

**All Endorsements subject otherwise to the Terms Definitions Exclusions and Conditions of the Policy**  
**CLAIMS HANDLING PROCESS**

Conditions that apply to the policy and in the event of a claim are set out in this policy wording. It is important that you comply with all policy conditions and you should familiarise yourself with any requirements

Directions for claim notification are included under General Claims Settlement Conditions and Claims Settlement Conditions applying to each Section.

Please be aware that events that may give rise to a claim under the insurance must be notified to us as soon as reasonably possible although there are some situations where immediate notice is required. Further guidance is contained in this policy wording.

Claims Conditions require you to provide us with any reasonable assistance and evidence that we require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- Your name, address, and your home and mobile telephone numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the loss damage or injury
- Details of the loss damage or injury together with the claim value, if known
- Names and addresses of any other parties involved or responsible for the incident

This information will enable us to make an initial evaluation on policy liability and claim value. We may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts invoices instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property confirmation from a suitably qualified expert that the item you are claiming for is beyond repair

Sometimes we, or someone acting on our behalf, may wish to meet with you to discuss the circumstances of the claim, or to undertake further investigations

### **Preferred Suppliers**

We take pride in the claims service we offer to our customers. Our philosophy is to repair or replace lost or damaged property, where we consider it appropriate, and we have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where we can offer repair or replacement through a preferred supplier but we agree to pay our customer a cash settlement, then payment will normally not exceed the amount we would have paid our preferred supplier.

Initially a notification of any claim should be sent to:

Accident and Health Claims  
PO Box 509  
Horsham  
RH12 1WS

Telephone: 0330 1024093  
Email: [Claims.accidentandhealth@uk.rsagroup.com](mailto:Claims.accidentandhealth@uk.rsagroup.com)

## **COMPLAINTS PROCEDURE**

## **OUR COMMITMENT TO CUSTOMER SERVICE**

**At RSA we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. We take all complaints seriously and following the steps below will help us understand your concerns and give you a fair response.**

### **Step 1**

If your complaint relates to your policy then please contact the sales and service team based in the office which issued the Policy or your Broker. If your complaint relates to a claim then please call the claims helpline number shown in your policy booklet.

We aim to resolve your concerns by close of the next business day. Experience tells us that most difficulties can be sorted out within this time.

### **Step 2**

In the unlikely event that your concerns have not been resolved within this time, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive. Their contact details are as follows:

**Post:**

**RSA Customer Relations Team  
P O Box 255  
Wyndham  
NR14 8DP**

**Email: [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)**

### **Our promise to you**

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Use the information from your complaint to proactively improve our service in the future.

Once we have reviewed your complaint we will issue our final decision in writing within 8 weeks of the date we received your complaint.

### **If you are still not happy**

If you are still unhappy after our review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

**Post:**

**Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR**

**Telephone:**

**0800 023 4567 (free from standard land line, mobiles may be charged)  
0300 123 9123 (same rate as 01 or 02 numbers on mobile phone tariffs)**

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

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

You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action, however, the Financial

Ombudsman Service will not adjudicate on any case where litigation has commenced.

**Thank you for your feedback**

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.

## **Fair Processing Notice**

At Royal & Sun Alliance Insurance Ltd we provide commercial insurance policies directly or in partnership with other organisations.

Where individuals are covered under the terms of these insurance policies we may need to process their personal information.

Information including the purpose and basis for the processing, how long data will be retained for and about the individual rights under the data protection regulation can be found at:  
[www.rsagroup.com/support/legal-information/privacy-policy/](http://www.rsagroup.com/support/legal-information/privacy-policy/)

If you have any questions or comments about this Privacy Notice please contact:

The Data Protection Officer RSA Bowling Mill Dean Clough Industrial Park Halifax HX3 5WA

You may also email us at [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com).