

Personal Accident

Insurance

for Sports Clubs

This Certificate is a legal contract between the Assured &/or Insured Person and Travelers Syndicate 5000 (herein called the Underwriters). This Certificate and any Schedule, Endorsements and Clauses should be read as if they are one document. The Underwriters acceptance of this risk is based on the information presented to being a fair presentation of the Assured's &/or Insured Persons business including any unusual or special circumstances which increase the risk and any particular concerns which have led the Assured &/or Insured Person to seek insurance. Any reference to the singular will include plural and vice versa. Any reference to any statute or statutory instrument will include modifications or re-enactment thereto. Any heading in this Certificate is for ease of reference only and does not affect its interpretation. Please ensure you examine your documents thoroughly to ensure it meets with your requirements, if not, contact your insurance advisor without undue delay.



Certificate of Insurance

The Underwriters will provide the insurance described in this Certificate subject to the terms and conditions for the Period of Insurance shown and any subsequent period for which the Assured &/or Insured Person shall pay the Underwriters shall agree to accept the premium.

Certificate No. PSC 12222 T

Binder Reference: B0775RCB04720

Period of Insurance from 1st May 2021 to 30th April 2022 [both dates inclusive]

Assured: British Council for Chinese Martial Arts

Address: c/o 54 Wren Road Sidcup Kent DA14 4NG

Sport Insured: Martial Arts

Insured Persons: Registered Instructors & Students of British Council for Chinese Martial Arts

Operative Time: Whilst taking part in Martial Arts Training; & Non-Competitive

Demonstrations; & In-House Competitions only.

Broker's Ref STB001

Premium £Nil*
Insurance Premium Tax £Nil
Total £Nil

In Witness Whereof this Certificate has been signed on:

Date: 06 May 2021

By:

^{*}Minimum and Deposit Premium adjustable monthly on the rates noted.

Insuring Clause

The Underwriters agree to pay in accordance with the Schedule of Benefits if during the Period of Insurance the Insured Person sustains Bodily Injury following an Accident as defined herein, subject always to the terms, conditions, provisions, limitations and exclusions hereof whilst taking part in authorised Martial Arts Association Training; Competitions; & Demonstrations only including whilst travelling to and returning from competition &/or demonstration venues via rail, road, sea or air as an organised party within the confines of the United Kingdom under the Martial Arts Association auspices which shall solely and independently of any other cause within twelve calendar months from the date of the accident result in:

Schedule of Benefits

This Certificate insures only those Items that have an amount entered against them.

1. Accidental Death	£50,000
Loss of one limb Total and irrecoverable loss of sight of one eye	£50,000 £50,000
4. Loss of two limbs 5. Total and irrecoverable loss of sight of both eyes 6. Loss of one limb and Total and irrecoverable loss of sight in one eye	£50,000 £50,000 £50,000
7. Permanent Total Disablement	£50,000
8. Temporary Total Disablement	£200.00 per week £Nil

Benefit in respect of Items 8 and 9, Temporary Disablement, shall be payable for such period or periods during which the Insured Person shall be disabled, up to but not beyond 54 weeks from the date on which he first becomes disabled, excluding the first 2 weeks of disablement.

Medical expenses incurred in respect of Items 8 & 9 within the above time limit specified for such Items, will in addition be paid, in excess of any other valid or collectible insurance, up to but not exceeding 20% of the total amount of the claim admitted under those Items. (Up to maximum £15,000).

Age Limit

No cover shall attach under this Certificate if at the commencement date of the Period of Insurance the Insured Person has reached his 71st birthday

*For Children under 16 years of age at the date of the accident, the Sum Insured for Death is limited to the sum insured shown in the Schedule of Benefits above or £10,000, whichever the lesser, and the Weekly Benefits are deleted.

Endorsements, General Conditions & Definitions

Endorsements

Geographical Limits: Worldwide

IT IS HEREBY NOTED AND AGREED THAT cover under this Certificate **EXCLUDES** all travel to areas of War & Unrest unless declared and Agreed by Underwriter's prior to travelling to such areas.

Definition of Area of War or Unrest

Country or Area within a Country where the Foreign and Commonwealth office advise against "ALL" travel. www.fco.gov.uk

IT IS FURTHER HEREBY NOTED AND AGREED THAT Cover under this Certificate is restricted to whilst the Insured Persons are on official Martial Arts Association duties on behalf of the Assured and whilst taking part in authorised Martial Arts Association Training; Competitions; & Demonstrations only

IT IS FURTHER HEREBY NOTED AND AGREED THAT cover under this Certificate is extended to include a Hospital Cash Benefit payable as a direct result of Bodily Injury following an Accident sustained during the operative time. (Sum insured £25.00 per day payable for a maximum of 14 days, subject to a 2 days franchise).

Definition: day means each completed 24 hour period.

IT IS FURTHER HEREBY NOTED AND AGREED THAT cover under this certificate is subject to the undermentioned Pre-Existing Exclusion Clause.

Pre-Existing Exclusion Clause

The Underwriters shall not be liable for claims arising out of or attributable to any physical defect, infirmity or medical condition known to than Insured Person at the inception date of this insurance or date of their addition, whichever the later.

IT IS FURTHER HEREBY NOTED AND AGREED THAT items 2 – 6 of the Schedule of Benefits are extended to include:

Permanent loss of speech	100%
Permanent loss of hearing in both ears	100%
Permanent loss of hearing in one ear	25%
Permanent Loss of Sense of Taste & Smell	25%
Loss of whole of lower jaw	100%

Prominently raised facial scarring totalling:

15cm in length or 15sq. cm in area 20%
5cm in length or 5sq. cm in area 5%
Loss of use of one kidney 100%
Loss of use of whole of one lung 100%

Loss of speech – shall mean total loss of speech which lasts for twelve months and at the end of that period is beyond hope of improvement.

Loss of hearing – shall mean total loss of hearing in one or both ears which lasts for twelve months and at the end of that period is beyond hope of improvement.

Prominently raised facial scarring – shall mean permanent raised scarring of the face.

Loss of whole of lower jaw – shall mean total loss of use of the lower jaw which lasts for at least 12 months and at the end of that period is beyond hope of improvement.

Loss of use of one kidney - shall mean total loss of use of one kidney which lasts for twelve months and at the end of that period is beyond hope of improvement.

Loss of use of whole of one lung - shall mean total loss of use of one whole lung which lasts for twelve months and at the end of that period is beyond hope of improvement.

Endorsements (Continued)

IT IS FURTHER HEREBY NOTED AND AGREED THAT cover under this Certificate is extended to include the Insured Person against expenses incurred for Dental Treatment by any legally qualified Dental Practitioner necessitated by Bodily Injury following and Accident while playing or officiating in matched.

This Certificate will not pay for:

- 1. Expenses in excess of £5,000
- 2. The first £50 of each and every claim
- 3. Loss or damage to dentures, bridges and crowns or other dental appliances

IT IS FURTHER HEREBY NOTED AND AGREED THAT the sum insured specified in item 8 of the Schedule of Benefits is limited to £50 per week in respect of persons not in full time gainful employment.

Any One Accident / Incident Limit:

The maximum amount Underwriters will pay in the aggregate under this Certificate in respect of all Insured Persons suffering Bodily Injury following an Accident in the same Accident or series of Accidents contributed to, caused by, or consequent upon the same original cause, event or circumstance.

Underwriters total liability shall not exceed in all the following limit: £10,000,000

In the event of any one incident exceeding this figure, the Underwriters liability in respect of each Insured Person shall be proportionately reduced until their total liability does not exceed said limit.

IT IS FURTHER NOTED AND AGREED THAT cover under this Certificate is extended to include the Insured Person against expenses incurred for **Broken Bones** as follows:

Broken Bones Benefit: Bodily Injury suffered following an Accident during the "Operative Time" resulting in the breaking of the following Bones, Underwriters will pay:

Arm; Leg; Cheekbone; & Collar Bone £150

(Maximum £300 per Insured Person)

No Cover if a valid claim is made under Item 8 – Temporary Total Disablement.

IT IS FURTHER NOTED AND AGREED THAT cover under this Certificate is extended to include the Insured Person against expenses incurred for Physiotherapy expenses as authorised by a qualified medical practitioner

Physiotherapy (maximum number of Physio' Sessions) 10 Maximum Benefit per Person £ 350

IT IS FURTHER NOTED AND AGREED THAT cover under this Certificate is extended to include the Insured Person against expenses incurred for medical treatment expenses as authorised by a qualified medical practitioner, up to a maximum of £1,000 in total with an excess of £50 each and every claim.

IT IS FURTHER NOTED AND AGREED THAT the premiums for this policy are payable monthly at a rate of £2.75 + IPT per Instructor and Student.

Conditions

Information you have given us

In deciding to accept this insurance and in setting the terms and premium, we have relied on the information you have given us. You must take care when answering any questions we ask by ensuring that all information provided is accurate and complete.

If we establish that you deliberately or recklessly provided us with false or misleading information we will treat this insurance as if it had never existed and decline all claims. However, if we establish that, unknown to you, an Insured Person deliberately or recklessly provided false or misleading information we shall treat this insurance, in so far as it relates to the Insured Person concerned, as if it had never existed and decline all claims relating to such Insured Person.

If we establish that you carelessly provided us with false or misleading information it could adversely affect your insurance and any claim. For example we may:

treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. However, if we establish that, unknown to you, an Insured Person was careless in providing information then we shall treat this insurance, in so far as it relates to the Insured Person concerned, as if it had never existed and refuse to pay claims and return a proportion of the paid premium that relates to such Insured Person. We will only do this if we provided you with insurance cover which we would not otherwise have offered;

If we establish that you or an Insured Person was careless in providing us with the information we have relied upon in accepting this insurance and setting its terms and premium we may:

- amend the terms of your insurance. We may apply these amended terms as if they were already in place if a claim has been adversely impacted by you or an Insured Person's carelessness; or
- charge you more for your insurance or reduce the amount we pay on a claim in the proportion the premium you have paid bears to the premium we would have charged you; or
- cancel your insurance in accordance with the "Cancelling this insurance" section below.

We or your broker will write to you if we:

- · intend to treat this insurance as if it had never existed; or
- need to amend the terms of your insurance; or
- require you to pay more for your insurance.

Notifying us of any changes or inaccuracies

If you become aware that information you have given us is inaccurate or has changed, you must inform your broker as soon as practicable.

When we are notified that information you previously provided is inaccurate, or of any changes to that information, we will tell you if this affects your insurance. For example we may amend the terms of your insurance or require you to pay more for your insurance or cancel your insurance in accordance with the "Cancelling this insurance" section below.

If you fail to notify us that information you have provided is inaccurate, or you fail to notify us of any changes, this insurance may become invalid and we may not pay your claim, or any payment could be reduced.

Conditions - continued

Cancelling this insurance

You can cancel this insurance at any time by writing to your broker.

We can cancel this insurance by giving you thirty (30) days' notice in writing. We will only do this for a valid reason (examples of valid reasons are as follows):

- non payment of premium;
- a change in risk occurring which means that we can no longer provide you with insurance cover;
- non-cooperation or failure to supply any information or documentation we request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

Refund of premium

This insurance has a cooling off period of fourteen (14) days from either:

- the date you receive this insurance documentation; or
- the start of the period of insurance

whichever is the later.

If you cancel this insurance within the cooling off period then, provided you have not made a claim, we will refund in full any premium you have paid.

If this insurance is cancelled outside the cooling off period then, provided you have not made a claim, you will be entitled to a pro rata refund of any premium paid, less a 15% cancellation fee (subject to a minimum of £25).

If we pay any claim in whole or in part, then no refund of premium will be allowed.

The Underwriters shall only be liable:-

- (a) under Item 1 of the Schedule of Benefits if death occurs within twelve calendar months of the date of the accident.
- (b) under Items 2 to 6 of the Schedule of Benefits if the period of Total Disablement giving rise to the claim for this Item commences within twelve calendar months of the date of the accident and lasts for twelve consecutive calendar months or more.
- (c) under Item 7 of the Schedule of Benefits if the disability giving rise to the claim under this Item manifests itself within twelve calendar months of the date of the accident and lasts for twelve consecutive calendar months or more.

In respect of any accident covered under this Insurance no benefit will be payable under more than one of the items in the Schedule of Benefits in respect of the consequences of one Accident, and no Temporary Total Disablement benefit will become payable until the total amount has been ascertained and agreed. Where any payment is made for Temporary Total Disablement benefit, the amount paid will be deducted from any lump sum subsequently payable in respect of the same Accident.

Conditions - continued

In the event that an accident covered under this Insurance should result in the death of the Insured Person within twenty-four calendar months of the date of such accident and prior to the definite settlement of a claim for disablement as provided for under Items 2 to 7 of the Schedule of Benefits, there shall be paid instead of such claim for disablement the Sum Insured payable for Item 1 Death.

Any claim for medical expenses hereunder shall be payable only to the extent of the difference between the total amount of such claim as calculated in accordance with the provisions stated in the Schedule of Benefits and the total of any amounts due from other insurances and medical schemes covering the same expenses.

If the Insured Person disappears during the Period of Insurance and is not found within twelve months of disappearing, and that sufficient evidence is produced that leads Underwriters inevitably to the conclusion that the Insured Person has sustained Bodily Injury and that such injury has caused the Insured Person's death, the Sum Insured for Item 1 Death shall become payable hereunder. If at any time after such payment the Insured Person shall be found to be living, the sum thus paid shall be refunded to the Underwriters.

If at the expiry date of the Period of Insurance the Insured Person is subject to the control of persons effecting a hijack or kidnap, cover under of this Insurance will continue without additional premium for a further period not exceeding twelve calendar months in all until the Insured Person has been released and has travelled direct from the place of his detention to his home or original destination.

Evidence Required

In connection with any claim:

- A) all medical certificates, reports, information and evidence required by the Underwriters to substantiate that claim must be supplied at the Assured &/or Insured Person Person's own expense and in such form as the Underwriters may reasonably require;
- B) the Insured Person must undergo a medical examination and provide medical evidence to the Underwriters (at the Underwriters expense) as often as the Underwriters 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.

Data Protection

Any information you have provided will be dealt with by us in compliance with the provisions of the Data Protection Act 2018. For the purpose of providing this insurance and the handling of any claims or complaints, we may need to transfer to other parties certain information which you have provided to us.

Sanctions

We will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Choice of law

You and we are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

Rights of third parties

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Definitions

"Accident" means a sudden, unexpected, unusual, specific, external event which occurs at an identifiable time and location during the Period of Insurance.

"Bodily Injury" means identifiable physical injury which

- (a) is caused by an Accident, and
- (b) solely and independently of any other cause except illness directly resulting from, or medical or surgical treatment rendered necessary by, such bodily injury, results in the Insured Person's death or disablement as provided for under this Insurance within twenty-four calendar months of the date of such Accident

Bodily Injury shall also include exposure resulting from a mishap to a conveyance in which the Insured Person is travelling; the date of such mishap shall be deemed to be the date of the Accident causing such bodily injury.

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by you or any other party.

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

Cyber Incident

- 1.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- 1.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

"Illness" shall mean any sickness or disease.

"Loss of a 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 permanent total and irrecoverable loss of use of hand, arm or leg.

"Permanent Total Disablement" means disablement which entirely prevents the Insured Person from engaging in their usual occupation and which lasts for twelve consecutive calendar months and at the end of that time is beyond prospect of improvement.

"Temporary Total Disablement" means disablement which entirely prevents the Insured Person from engaging in their usual occupation

"Temporary Partial Disablement" means disablement which prevents the Insured Person from engaging in more than 60% of their usual occupation.

Exclusions

The Underwriters shall not be liable for death or disablement directly or indirectly resulting from:

- 1. the Insured Person's suicide, attempted suicide or intentional self injury
- 2. the Insured Person's deliberate exposure to exceptional danger (except in an attempt to save human life).
- 3. the Insured Person's own criminal act.
- 4. the Insured Person engaging in riding or driving in any kind of race.
- 5. the Insured Person's engaging in any form of operational duties as a member of the armed forces.
- 6. the Insured Person engaging in mountaineering or rock-climbing normally requiring the use of ropes or guides.
- 7. the Insured Person engaging in aerial activities other than air travel as a passenger.
- 8. radioactive contamination.
- 9. Human Immunodeficiency Virus (HIV) and/or Acquired Immune Deficiency Syndrome (AIDS) and/or any HIV or AIDS related illness.
- 10. **Bodily Injury** sustained after the Insured Person's 71st birthday.
- 11.
- A) any naturally occurring condition or degenerative process
- B) any gradually operating process
- C) post traumatic stress disorder or any psychological or psychiatric condition (not resulting from **Bodily Injury** following an **Accident**)
- D) Illness or disease (not resulting from bodily injury following an accident)
- 12.neuroses, psychoneuroses or psychopathies, anxiety, stress, fatigue or mental or any other emotional diseases or disorders of any type.
- 13.A chronic pain syndrome including but not limited to chronic or complex regional pain syndrome, or fibromyalgia (a syndrome characterised by chronic pain in the muscles and soft tissues surrounding the joints, fatigue and tenderness at specific sites in the body.
- 14. Any benefits for **Bodily Injury** caused by or arising out of a **Cyber Incident** are payable subject to the terms, conditions, limitations and exclusions of this policy. This policy does not provide cover under any circumstances for any **Bodily Injury** arising directly or indirectly from any **Cyber Act**.
- 15. for any claim as a result of War within the insured persons country of residence.
- 16. for any claim as a result of War occasioned by any Nuclear, Chemical or Biological Cause.



How to Make a Claim

Things you and the Insured Person must do

You must comply with the obligations set out below. If we determine that any claim you make under this insurance has been adversely impacted directly by failure to comply with the obligations below, we may refuse to pay your claim or reduce the amount of any payment we make for the claim.

- 1. In the event of an Accident which causes or may cause a claim under this insurance, you must, as soon as practicable, and up to a maximum of 6 months from the date of such event, notify your broker.
- 2. In the event of an Accident the Insured Person must seek the attention of a duly qualified medical practitioner. Notice must be given to your broker in the event of the Insured Person's death resulting or alleged to result from an accident.
- 3. The Insured Person must provide us or our medical adviser with the necessary authorisation to access or obtain all the Insured Person's medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition (as described in A.13 on page 8). The medical adviser must, for the purpose of reviewing the claim, be allowed to examine the Insured Person as we consider necessary.
- 4. You must provide your broker with all information we may reasonably require including a fully completed claim form.

Each Insured Person can only claim for one (1) of the benefits listed in the schedule of benefits in respect of the consequences of one Accident, and no Temporary Total Disablement benefit will become payable until the total amount has been ascertained and agreed. Where any payment is made for Temporary Total Disablement benefit, the amount paid will be deducted from any lump sum subsequently payable in respect of the same Accident.

How we deal with your claim

When you notify your broker of a claim, they will send you a claim form which you are required to complete and return to **Sentry Solutions**, our appointed claims adjustor.

Scheme Code: A03253

Sentry Solutions, New Century House, 17-21 New Century Road, Laindon, SS15 6AG

www.sentrysolutions.co.uk

+44 (0) 20 8667 2467

Once your claim is accepted, we will pay you the amount stated in the relevant section of the schedule of benefits.

- 1. The maximum benefit period in respect of Temporary Total Disablement will be the benefit period shown in the schedule of benefits following the expiry of the excess period.
- 2. The total sum payable under this insurance in respect of any one (1) or more claims will not exceed in all the largest benefit under any one of the items contained in the schedule of benefits.

Fraudulent claims

If you, or anyone acting on your behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance will become invalid. This means we will not pay the false or fraudulent claim, or any subsequent claim. However, if the Assured &/or Insured Person has made a false or fraudulent claim, we can refuse to pay a claim or we can treat this contract of insurance as though it had never existed, so far as it relates to the Assured &/or Insured Person in question.

How to make a complaint

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service.

If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact the Broker who issued this insurance to you

In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to either:

The Compliance Team,

Travelers, One Creechurch Place, EC3A 5AF

Telephone: 020 3207 6000

E-mail: CustomerRelations@travelers.com

or Complaints:

Lloyd's Market Services,

One Lime Street, London EC3M 7HA.

Tel: 020 7327 5693.

Fax: 020 7327 5225

E-mail: complaints@lloyds.com
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures, including timescales are set out in a leaflet "Your Complaint - How We Can Help" available at www.lloyds.com and are also available from the above address. If you remain dissatisfied after Lloyd's has considered your complaint, or, in any event, after a period of eight weeks from making your complaint, you may refer your complaint to the Financial Ombudsman Service (FOS). The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services.

The contact details for the FOS are:

The Financial Ombudsman Service,

Exchange Tower,

London E14 9SR.

Telephone: 0800 023 4 567 (calls to this number are free from "fixed lines" in the UK)

or: 0300 1239123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).

Email complaint.info@financial-ombudsman.org.uk

You can find more information on the FOS at www.financial-ombudsman.org.uk

Making a complaint does not affect your right to take legal action.

Compensation

Lloyd's insurers are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if a Lloyd's Underwriters is unable to meet its obligations to you under this insurance. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk