

SPORTS ACCIDENT

Policy document



HIVE
Insurance Services

www.hiveinsure.ie

SPORTS ACCIDENT PLAN

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.

SCHEDULE OF BENEFITS	SILVER	GOLD
1 Accidental Death	€25,000	€35,000
2 Loss of one limb	€25,000	€35,000
3 Total and irrecoverable loss of sight of one eye	€25,000	€35,000
4 Loss of two limbs	€25,000	€35,000
5 Total and irrecoverable loss of sight of both eyes	€25,000	€35,000
6 Loss of one limb and total and irrecoverable loss of sight in one eye	€25,000	€35,000
7 Permanent Total Disablement	€25,000	€35,000
8 Temporary Total Disablement	€250 per week	€350 per week
Benefit in respect of item 8, Temporary Total Disablement	Shall be payable for such period or periods during which the Insured Person shall be disabled, up to but not beyond 26 weeks from the date on which he first becomes disabled, excluding the first 2 weeks of disablement.	
Age Limit	No cover shall attach under this Policy if at the commencement date of the Period of Insurance the Insured Person has reached his 61st birthday	

This policy is a legal contract between the Assured and/or Insured Person and Lloyd's Insurance Company S.A. (herein called the Underwriters).

This Policy Document 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 and/or Insured Person's business including any unusual or special circumstances which increase the risk and any particular concerns which have led the Assured and/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 Policy Document 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 adviser without undue delay.

1 SPECIAL EXTENSIONS APPLYING TO THIS POLICY

COMA BENEFIT

If during the Operative Time the Insured Person sustains Bodily Injury which results in the continuous unconscious state of the Insured Person, there is a payment of €250 (for Silver cover) or €350 (for Gold cover) for each full week of continuous unconsciousness, up to a maximum of 26 weeks.

HOSPITALISATION BENEFIT

If during the Operative Time the Insured Person sustains Bodily Injury following an Accident which within 2 weeks is the sole and independent cause of the Insured Person being admitted to hospital on the recommendation of a Medical Practitioner, the Underwriters will pay €250 (for Silver cover) or €350 (for Gold cover) per full week up to a maximum of 104 weeks to any one Insured Person while they are a hospital in-patient.

2 ENDORSEMENTS

Geographical Limits: Worldwide

It is hereby noted and agreed that the following sports are excluded under this policy:

- ▶ All combat sports
- ▶ All winter sports races
- ▶ Mountaineering and rock climbing
- ▶ Other Excluded sports: cresta run luge, ice swimming, shooting, ultra running (48hrs plus in duration), arm wrestling, Australian rules, base jumping, big walling, bull running, canoeing/kayaking/rafting (above grade 5), deep water soloing, downhill skating, fly boarding, free climbing/running, gravity biking, jet lev, kite skiing/snowboarding, microlight flying, paragliding (without instructor), parkour, sand dune buggying, Segway polo, speed flying, TA training.

It is further noted and agreed that cover under this Policy 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 either Department of Foreign Affairs and Trade or the UK Foreign and Commonwealth office advise against "ALL" travel. www.dfa.ie/travel/travel-advice www.fco.gov.uk

It is further noted and agreed that the sum insured specified in item 8 of the Schedule of Benefits is limited to a maximum €50 per week in respect of persons not in full time gainful employment.

It is further noted and agreed that the definition of Benefit 7 – Permanent Total Disablement – is deemed to be amended to read 'Disablement which prevents the Insured Person from engaging in any and every occupation' and not as previously stated for any person who is not in full time gainful employment at the date of accident.

It is further noted and agreed that cover under this Policy is subject to the 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 the Insured Person at the inception date of this insurance or date of their addition, whichever the later. This exclusion shall not apply if such condition has been without the necessity of medical consultation or treatment for 24 consecutive months prior to the commencement date of this insurance. Any medical conditions that are excluded at commencement date of this insurance can become covered once you complete 24 consecutive months without the necessity of medical consultation or treatment.

It is further noted and agreed that all relevant Health & Safety precautions are undertaken and equipment is to be up to the

accepted minimum standard set by the governing body of the sport which is being undertaken.

It is further noted and agreed that this Certificate is extended as follows:

BROKEN BONES CLAUSE

If during the period of insurance (but not within 7 days of cover inception) an accident occurs during the Operative Time and causes accidental Bodily Injury to an Insured Person the Underwriters will pay up to the amount shown in the Scale of Benefits set out below which leads to any of the conditions listed in the following Scale of Benefits.

SCALE OF BENEFITS

A fracture of one or more of the bones listed below:

- ▶ Upper leg (femur or pelvis, excluding coccyx);
- fracture €300.00
- ▶ Lower leg (tibia or fibula), kneecap (patella), skull, ankle (tarsals), arm (humerus, radius, ulna) or wrist (carpals);
- fracture €200.00
- ▶ Hand excluding finger (metacarpals), foot excluding toes (metatarsals), shoulder blade (scapula), breastbone (sternum), or collar bone (clavicle);
- fracture €150.00

Provided that:

- ▶ the total benefit payable shall not exceed €300.00 for an adult in respect of any one accident
- ▶ if an Insured Person suffers Bodily Injury which leads to more than one of the conditions listed above Underwriters will only pay benefit for the condition which qualifies for the highest benefit amount
- ▶ if an Insured Person was already disabled before the Accident or already had a condition which is gradually getting worse Underwriters will reduce the payment. The reduced payment will be based on our medical assessment of the difference between:
 - the temporary disability after the accident; and
 - the extent to which the temporary disability is affected by the disability or condition before the accident
- ▶ Underwriters will not pay benefit for each fracture following multiple fractures to any one bone as a result of one accident
- ▶ A fracture means a breach in the continuity of the bone caused by an accident which is identified by an x-ray or in the case of a fracture which is unable to be x-rayed, by confirmation from a doctor
- ▶ Underwriters will not pay benefit for breaks to bones of the fingers or toes
- ▶ Underwriters will not pay benefit for any breaks to bones resulting from osteoporosis

3 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 that follows.

We or Hive Insurance Services 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 Hive Insurance Services 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 that follows.

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.

CANCELLING THIS INSURANCE

You can cancel this insurance at any time by writing to Hive Insurance Services.

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:

- › under Item 1 of the Schedule of Benefits if death occurs within twenty-four calendar months of the date of the accident.
- › 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 twenty-four calendar months of the date of the accident and lasts for twelve consecutive calendar months or more.
- › under Item 7 of the Schedule of Benefits if the disability giving rise to the claim under this Item manifests itself within twenty-four 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.

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 Accidental Death.

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:

- ▶ all medical certificates, reports, information and evidence required by the Underwriters to substantiate that claim must be supplied at the Assured and/or Insured Person's own expense and in such form as the Underwriters may reasonably require;
- ▶ 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
- ▶ 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 above.

4 LEGAL

DATA PROTECTION

Please visit www.pulse-insurance.co.uk/privacy-policy for further information about how and when we process your personal information under our full Privacy Policy.

HOW WE USE YOUR INFORMATION

The personal information, provided by you (or anyone acting on your behalf), is collected by or on our behalf and may be used by us, our employees, agents and service providers acting under our instruction for the purposes of insurance administration, underwriting, claims handling, research or for statistical purposes. We may process your information for a number of different purposes. For each purpose we must have a legal ground for such processing. When the information that we process is classed as 'special category data', we must have a specific additional legal ground for such processing.

Generally, we will rely on the following legal grounds:

- ▶ It is necessary for us to process your personal information to provide this policy and services related to it. We will rely on this for activities such as assessing your application, managing your policy, handling claims and providing other services to you
- ▶ We have an appropriate business need to process your

personal information and such business need does not cause harm to you. We will rely on this for activities such as maintaining our business records and developing, improving our products and services, and providing information about our products and services to you

- ▶ We have a legal or regulatory obligation to use such personal information
- ▶ We need to use such personal information to establish, exercise or defend our legal rights
- ▶ You have provided your consent to our use of your personal information, including special category data

HOW WE SHARE YOUR INFORMATION

In order to sell, manage and provide our products and services, prevent fraud and comply with legal and regulatory requirements, we may need to share your information with the following types of third parties:

- ▶ Reinsurers, Regulators and Authorised/Statutory Bodies
- ▶ Credit reference agencies
- ▶ Fraud prevention agencies
- ▶ Crime prevention agencies, including the police
- ▶ Suppliers carrying out a service on our behalf
- ▶ Other insurers, business partners and agents
- ▶ Hive Insurance Services

MARKETING

We will not use your information or pass it on to any other person for the purposes of marketing further products or services to you unless you have consented to this.

FRAUD PREVENTION AND DETECTION

In order to prevent or detect fraud and money laundering we may check your details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes. We may also conduct credit reference checks in certain circumstances. You can find further details in our full Privacy Policy explaining how the information held by fraud prevention agencies may be used or in which circumstances we conduct credit reference checks and how these checks might affect your credit rating.

AUTOMATED DECISIONS

We may use automated tools with decision making to assess your application for insurance and for claims handling processes. If you object to an automated decision, we may not be able to offer you an insurance quotation.

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.

5 DEFINITIONS

Accident – means a sudden, unexpected, unusual, specific, external event which occurs at an identifiable time and location during the period of insurance.

Activity / Activities – Sport/s or leisure events undertaken as a non-professional and whilst participating in the countries covered for which the appropriate premium has been paid.

Bodily Injury – means identifiable physical injury which

- ▶ is caused by an Accident, and
- ▶ 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.

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.

Operative Time – time spent taking part in or practicing any sport other than those which are specifically excluded.

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.

Professional – means any person who derives more than €5,000 income per calendar year from their participation in a sport or activity. Benefits received such as free or reduced cost accommodation, entry fees or clothing are not considered to be income. Any person who has a contract of employment (paid or unpaid), a sports scholarship or where their full-time occupation is undertaking the sport / activity.

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

Underwriters – Lloyd's Insurance Company S.A.

6 EXCLUSIONS

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

- 1 a) driving motorised vehicles for which you do not hold a full Republic of Ireland licence in circumstances requiring that such licence be held;
- b) mountaineering activities;
- c) scuba diving, except where you are accompanied and does not exceed the depth to which you are qualified to or actually being trained to, and never in excess of forty (40) metres, unless specifically accepted in writing by us;
- d) sailing outside the twelve (12) mile limit (Group 2) cover is limited to North Sea, Irish Sea, English Channel, Bay of Biscay, Straits of Gibraltar, the Mediterranean Sea, between the Caribbean Islands (except in hurricane season), to or from the Canary Isles from the west coast of Morocco or south coast of Portugal, the Baltic Sea, and between the islands off the coast of Norway (excluding Svalbard Islands), unless specifically accepted in writing by us;
- e) any activity in territories not mapped on the maps issued by the nearest local authority or more than one-hundred and fifty (150) kilometres from the nearest habitation unless specifically agreed in writing by us.
- 2 The Insured person taking part in any sporting activity in a Professional capacity
- 3 the Insured Person's suicide, attempted suicide or intentional self injury
- 4 the Insured Person's deliberate exposure to exceptional danger (except in an attempt to save human life).
- 5 the Insured Person's own criminal act.
- 6 the Insured Person's engaging in any form of operational duties as a member of the armed forces.
- 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 a) illness or disease (not resulting from bodily injury following an accident)
- b) any naturally occurring condition or degenerative process
- c) any gradually operating process
- d) post traumatic stress disorder or any psychological or psychiatric condition (not resulting from Bodily Injury following an Accident)

7 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.

- ▶ 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 the Claims Handler, Sentry Solutions.
- ▶ In the event of an Accident the Insured Person must seek the attention of a duly qualified medical practitioner. Notice must be given to Sentry Solutions in the event of the Insured Person's death resulting or alleged to result from an Accident.
- ▶ 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. The medical adviser must, for the purpose of reviewing the claim, be allowed to examine the Insured Person as we consider necessary.
- ▶ You must provide Sentry Solutions with all information we may reasonably require including a fully completed claim form.

HOW WE DEAL WITH YOUR CLAIM

When you notify Sentry Solutions of a claim, they will send you a claim form which you are required to complete and return to them. Once your claim is accepted, we will pay you the amount stated in the relevant section of the schedule of benefits.

- ▶ 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.
- ▶ 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.
- ▶ 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.

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 and/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 and/or Insured Person in question.

WHERE TO SEND YOUR CLAIM FORM

In the event of you having to make a claim under this Policy please contact Sentry Solutions for a claim form. You can call them on 0044 20 8667 2467 or write to them at Sentry Solutions, New Century House, 17-21 New Century Road, Laindon, SS15 6AG, UK. Please return the completed claim form to the address above.

The claim form is also available on the Hive Insurance Services website, www.hiveinsure.ie/literature-library.

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 Hive Insurance Services at Customer Services, Hive Insurance Services, Suite 211, 3013 Lake Drive, Citywest Business Campus, Dublin 24, or call 074 9161868* (Monday to Friday, 8am-5pm, excluding public holidays) quoting your name and policy number.

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 Service Manager, Operations Team, Lloyd's Insurance Company S.A., Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium.

Tel: +32 (0)2 227 39 39 E-mail: enquiries.lloydsbrussels@lloyds.com

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made. You will also be informed of the name of one or more individuals that will be your point of contact regarding your complaint until the complaint is resolved or cannot be progressed any further. You will be provided with an update on the progress of the investigation of your complaint, in writing, within twenty business days of the complaint being made.

A decision on your complaint will be provided to you, in writing, within 40 (forty) business days of the complaint being made.

Should you remain dissatisfied with the final response or if you have not received a final response within 40 (forty) business days of the complaint being made, you may be eligible to refer your complaint to the Financial Services and Pensions Ombudsman (FSPO). The contact details are as follows:

Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29, Republic of Ireland. Tel: +353 1 567 7000. E-mail: info@fspoi.ie Website: www.fspoi.ie

* Calls are recorded for training and monitoring purposes, and a record kept for regulatory purposes.



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Hive Insurance Services DAC (Company Registration No 360638) is regulated by the Central Bank of Ireland, registered number C29542 and a wholly owned subsidiary of Hive Insurance Services Limited.

This policy is provided by Pulse Insurance Limited (registered in England and Wales No. 3492137), authorised and regulated by the Financial Conduct Authority FRN 308626. Registered office 6 Oxford Court, St James Road, Brackley, Northants, NN13 7XY, UK.

This policy is underwritten by Lloyd's Insurance Company S.A. an insurance company authorised and regulated by the National Bank of Belgium (NBB) and regulated by the Financial Services and Markets Authority (FSMA) (Ref. 3094). Registered office: Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium. SAPIPD 0120