

**SPORTS AND RECREATION
GROUP PERSONAL ACCIDENT INSURANCE**

Injuries in sport are not uncommon and can, unfortunately, prove to be so serious that the injured person no longer enjoys a normal life or career prospects.

Permanent total disablement can involve a traumatic change in lifestyle - a move to single storey accommodation, ramps to replace stairs, new bathroom and toilet facilities, mobility, and special nursing care. It all costs money and if a substantial compensation sum were immediately available to help rebuild a life, sport and sports participation would be that much more attractive.

Perkins Slade has arranged a facility for Group Personal Accident which provides the following benefits in the event of injuries sustained whilst participating in **organised sports, physical education or recreation activities**:

PERSONAL INJURY INSURANCE – SCHEDULE OF BENEFITS

Insured Persons	Any full or associate Member of the Group Policyholder aged 3 years or over but under 80 years
Effective Time	a) Whilst an Insured Person is participating in any activity recognised by the Group Policyholder, or the Association to which they are affiliated, anywhere in the world: and
	b) For activities within the United Kingdom, Isle of Man, The Channel Islands or the Republic of Ireland, travelling thereto and therefrom

	BENEFIT DESCRIPTION	BENEFIT AMOUNT	Scale of Benefits	
Accidental Bodily Injury resulting in:	1. Death	£10,000	A. Loss of Sight in both eyes	100%
	2. Permanent Total Disablement *	£50,000	B. Loss of Speech	100%
	3. Permanent Disabling Injuries *	£50,000	C. Loss of Hearing in both ears	100%
	Temporary Total Disablement Benefit Period: 26 weeks Deferment Period: 28 days	Not Insured	D. Loss of more than one Limb	100%
	4. Dental Injury *	Up to £500	E. Loss of one Limb	100%
	5. Hospital Confinement Benefit Period: Maximum any one accident	£30 per day 25 days £750	F. Loss of Sight in one eye	100%
	6. Convalescence	£100	G. Loss of Hearing in one ear	20%
	7. Broken Bones ** Arm, wrist or hand: Leg, ankle or foot: Maximum any one accident	£100 £200 £500	H. Loss of or total loss of use of: i. a foot below the level of the ankle (talo-tibial joint)	50%
		ii. a hip, knee, ankle or thumb	20%	
		iii. a forefinger or big toe	15%	
		iv. any other finger:	10%	
		v. any other toe	5%	
		I. Loss of use of:		
		i. the back or spine below the neck with no damage to the spinal cord	40%	
		ii. the neck or cervical spine with no damage to the spinal cord	30%	
		iii. a shoulder, elbow or wrist	25%	

* The Benefit Amount shall be reduced by 50% in respect of Insured Persons aged 70 years or over.

** The Benefit Amount and the maximum amount payable shall reduce by 50% in respect of Insured Persons aged 65 years or over.

Aggregate Limit(s) of Liability:

a) per Event for Insured Persons whilst travelling in any one aircraft	£250,000
b) per Event overall	£500,000

EXCESS

£50 - Each and every claim in respect of dental injury

INSURER

The cover is provided by ACE European Group Limited

SIGNIFICANT OR UNUSUAL EXCLUSIONS OR LIMITS - Please see Insurers' Key Facts as attached

COST

£2.55 per person, subject to a minimum premium of £115.00
Premiums include insurance premium tax at the current rate

NB: ALL MEMBERS MUST BE INCLUDED

ADMINISTRATION CHARGE

An additional £15 policy administration fee will be charged.

PREMIUM PAYMENT

You can pay in full by cheque, credit or debit card (Visa, MasterCard, Switch or Delta) or BACS payment, or alternatively, spread the premium payment as follows:

- Premiums up to £500: Monthly Direct Debits over 10 months, at an interest charge of 6.95%
- Premiums above £500: Direct Debits over 10 months at an interest rate of 6.50%

Please contact us for a direct debit mandate should you wish to pay by monthly instalments, or for BACS payment, our bank details are: Barclays Bank Plc, Sort Code 20-97-78, Account Number 40093475 please quote the name of your organisation on your bank instruction.

THIS INSURANCE WILL NOT COMMENCE UNTIL THE INSURERS HAVE INDICATED THEIR ACCEPTANCE OF THE PROPOSAL. THE INSURERS RESERVE THE RIGHT TO DECLINE ANY PROPOSAL.

PLEASE NOTE - FINANCIAL SERVICES AUTHORITY LEGISLATION STATES THAT WE ARE REQUIRED TO BANK ALL CHEQUES ON THE DAY OF RECEIPT, HOWEVER THIS ACTION DOES NOT CONFIRM THAT INSURERS HAVE ACCEPTED YOUR PROPOSAL.

PLEASE RETAIN THESE INFORMATION PAGES FOR YOUR RECORDS

Perkins Slade Ltd
Registered Office: 3 Broadway, Broad Street, Birmingham B15 1BQ.
Registered in England No. 969374

STATUS DISCLOSURE - ABOUT OUR INSURANCE SERVICES

The FSA requires us to give you this document. Please use this information to decide if our services are right for you.

1. Whose products do we offer?

We offer a product from **ACE European Group Ltd** for **Personal Accident Insurance**.

2. Which service will we provide you with?

We advise and make a recommendation for you after we have assessed your needs for Personal Accident Insurance.

3. What will you have to pay us for our services?

A £15 fee is charged

You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business.

4. Who regulates us?

Perkins Slade Ltd, 3 Broadway, Broad Street, Birmingham B15 1BQ is authorised and regulated by the Financial Services Authority. Our FSA Register number is **302886**.

Our permitted business is for insurance mediation activities from 14 January 2005.

You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

5. Ownership

Perkins Slade Ltd has no holding direct or indirect that represents voting rights in any insurance undertaking and no insurance undertaking has any voting rights or capital in Perkins Slade Ltd.

6. Complaints

If you wish to register a complaint, please contact us:-

... **in writing** Write to the Chairman, Perkins Slade Ltd, 3 Broadway, Broad Street, Birmingham B15 1BQ.

... **by phone** Telephone: 0121 698 8000.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

7. Are we covered by the Financial Compensation Scheme (FSCS)?

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Insurance advising and arranging is covered for 90% of the claim, without any upper limit.
(or)

For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS.

Perkins Slade Ltd Group Personal Injury Insurance Policy

Personal Accident

Summary Of Cover



ace europe

keyfacts[®]

This is a summary of cover and does not contain all the terms and conditions of your Policy, which can be found in the policy document, a copy of which is available upon request. Please take time to make sure you understand the cover it provides. Cover is underwritten by ACE European Group limited.

Significant Features and Benefits

Personal Accident

Accidental bodily injury resulting in:

Death	£10,000
Permanent Total Disablement	£50,000
Permanent Disabling Injuries	Up to £50,000
Temporary Total Disablement	£50 per week
Benefit Period 26 weeks	
Deferment Period 28 days	Up to £500
Dental Injury	£30 per day
Hospital Confinement	£100
Convalescence	
Broken Bones:	£200
Leg	£100
Arm	

Whilst:

- a) participating in any activity recognised by the Group Policyholder or the Association to which affiliated, or
 b) whilst coaching Members of the Group Policyholder in any activity recognised by the Group Policyholder or the Association to which affiliated
 - anywhere in the world including direct travel thereto and therefrom such activity within the United Kingdom, Isle of Man, The Channel Islands or the Republic of Ireland.

Significant or Unusual Exclusions or Limits

This policy does not cover:

- Anybody over the age of 80 years
- Any foreign nationals not resident within the UK
- Professional sports person or professional entertainer
- Suicide or deliberate self harm
- Member of the armed forces whilst on active duty
- Post traumatic stress disorder, psychological or psychiatric condition
- Repetitive stress (strain) injury or syndrome
- Influence of solvents, drugs or medication unless prescribed
- HIV, AIDS or AIDS-Related Complex
- Driving whilst under the influence of alcohol over the legal limit
- any act of terrorism involving the use of Nuclear, Chemical or Biological Weapons or Agents

Policy Section that contains further details

Cover – Page 4
 Exclusions – Pages 7 to 8

Duration of Policy

The policy will remain in force for 12 months from the date of commencement and is annually renewable.

Right of Cancellation

An Insured Person may cancel their individual cover by writing to the Group Policyholder and asking that their name be removed from the list of Insured Persons. No refund of premium will be allowable.

How to Claim

Should you wish to make a claim under this policy you should contact Perkins Slade Ltd at 3 Broadway, Broad Street, Birmingham, B15 1BQ. Telephone 0121 698 8000 Fax: 0121 625 9000 within 30 days or as soon as possible after the date of occurrence.

Complaints Procedure

We are dedicated to providing a high quality service and want to maintain this at all times. If you are not satisfied with our service, in the first instance please contact The Chairman at Perkins Slade Ltd, 3 Broadway, Broad Street, Birmingham, B15 1BQ. Telephone 0121 698 8000 Fax: 0121 625 9000 Alternatively please contact:

The Customer Service Manager, ACE European Group Limited, 200 Broomielaw, Glasgow, G1 4RU

Telephone: 0800 783 9071

Fax: 01293 597376

E-mail: A&Hcustserv.complaints@acegroup.com

You may approach the Financial Ombudsman Service (FOS) for assistance if you are not satisfied with our final response. Contact details are given below. A leaflet explaining its procedure is available on request.

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

Financial Service Compensation Scheme

In the unlikely event that we are unable to meet our liabilities, you may be entitled to compensation under the Financial Services Compensation Scheme.

Further information about compensation scheme arrangements are available from the FSCS.



ace europe

Group Personal Injury Insurance Policy

Insurer:

ACE European Group Limited

Main business - General Insurance.

Registered in England No. 1112892.

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

www.aceeuropeangroup.com

ACE is authorised and regulated by the Financial Services Authority (FSA).

FSA Firm Reference No. FRN202803.

Full details can be found on the FSA's Register by visiting <http://www.fsa.gov.uk>
or by contacting the FSA on 0300 500 5000.

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Insurance Agreement

The Group Policyholder (as specified in the Policy Schedule) and ACE European Group Limited * (ACE) agree that: The Group Policyholder shall pay the Premium as agreed. ACE will subject to the terms, Conditions and Exclusions of this Policy, provide the insurance in the manner and to the extent provided in this Policy. All information supplied to ACE by the Group Policyholder shall be incorporated into and be the basis of this Policy.



Andrew Kendrick
Chairman and CEO
ACE European Group Limited

Eligibility

Cover applies to:

- persons who are Permanently Resident in the United Kingdom, Isle of Man, the Channel Islands or the Republic of Ireland;
- persons serving full time in the armed forces of any country or international organisation but only whilst participating in an activity recognised by the Group Policyholder which takes place in the United Kingdom or on an British Armed Forces base overseas;
- United Kingdom, Isle of Man, Channel Islands or Republic of Ireland nationals resident abroad; or
- Foreign nationals who are resident in the United Kingdom, the Isle of Man, the Channel Islands or the Republic of Ireland.

Personal Injury Insurance

If during a Period of Insurance an Accident occurs during the Effective Time and causes Bodily Injury to an Insured Person ACE will pay the Benefit Amount shown in the Schedule of Benefits for:

- Death; or
- Permanent Total Disablement; or
- Permanent Disabling Injuries (see Scale of Benefits below); and
- Temporary Total Disablement;
- Broken Bone;
- Dental Injury;
- Hospital Confinement;
- Convalescence

ACE will pay a percentage of the amount shown in the Schedule of Benefits relative to the degree of disability as shown in the following Scale of Benefits which prescribes the maximum percentage payable for a range of Permanent Disabling Injuries. The disablement must be expected to last at least 12 months and be beyond hope of recovery.

Benefit 3: Permanent Disabling Injuries - Scale of Benefits

Scale of Benefits

- | | |
|---|------|
| A. Loss of Sight in both eyes | 100% |
| B. Loss of Speech | 100% |
| C. Loss of Hearing in both ears | 100% |
| D. Loss of more than one Limb | 100% |
| E. Loss of one Limb | 100% |
| F. Loss of Sight in one eye | 100% |
| G. Loss of Hearing in one ear | 20% |
| H. Loss of or total loss of use of: | |
| i. a foot below the level of the ankle (talo-tibial joint) | 50% |
| ii. a hip, knee, ankle or thumb | 20% |
| iii. a forefinger or big toe | 15% |
| iv. any other finger: | 10% |
| v. any other toe | 5% |
| I. Loss of use of: | |
| i. the back or spine below the neck with no damage to the spinal cord | 40% |
| ii. the neck or cervical spine with no damage to the spinal cord | 30% |
| iii. a shoulder, elbow or wrist | 25% |
| J. Payment for any Permanent Disabling Injury not noted above will be calculated on a medical assessment by ACE of the degree of disability relative to this scale. No account shall be taken of the Insured Person's occupation. | |
- Provided that:
- benefit shall be not payable under more than one of Benefits 1 to 3 to one Insured Person in respect of any one Accident.
 - the total amount payable shall not exceed 100% of the Benefit Amount for each Insured Person in respect of any one Accident.
 - if benefit is payable for Loss of or Loss of use of a Limb then benefit for parts of that limb cannot also be claimed.
 - If the Insured Person was already disabled before the Accident or already had a condition which was gradually getting worse, ACE will reduce its payment. The reduced payment will

be based on ACE's medical assessment of the difference between:

- i) the Permanent Disability after the Accident; and
- ii) the extent to which the Permanent Disability is affected by the disability or condition before the Accident.

Additional Benefits

Accident Medical Expenses

ACE will pay the Insured Person for Accident Medical Expenses incurred in the Insured Person's country of residence up to a maximum of:

- i) 25% of any amount paid by ACE for Death, Permanent Total Disablement or Permanent Disabling Injuries, or
- ii) 30% of any amount paid by ACE for Temporary Total Disablement

subject to a maximum total amount of £20,000 in respect of anyone Insured Person.

Emergency Death Expenses

ACE will pay the Insured Person up to £1,000 to cater for expenses which need urgent/immediate payment whilst the administration of the Insured Person's estate is being arranged. These expenses are payable in addition to any Benefit Amount for death which will become payable on production of the final Death Certificate.

Disappearance

If a Insured Person disappears and after a suitable period of time it is reasonable for the Police or registration authorities to believe that such Insured Person has died as a result of Bodily Injury, the death Benefit shall become payable subject to a signed undertaking given by the Insured Person's personal representatives that if the belief is subsequently found to be wrong such death Benefit shall be refunded to ACE.

Definitions

The following General Definitions are applicable to the Policy as a whole:

£ shall mean United Kingdom pounds sterling; GBP where used in this Policy shall also mean United Kingdom pounds sterling.

Accident/Accidental shall mean a sudden identifiable violent external event which happens by chance and which could not be expected, or unavoidable exposure to severe weather.

Accident Medical Expenses shall mean expenses necessarily incurred by the Insured Person for immediate and urgent treatment Due To the Insured Person having sustained Accidental Bodily Injury which results in a valid claim under Death, Permanent Total Disablement, Permanently

Disabling Injuries or Temporary Total Disablement as shown in the Schedule of Benefits.

Association shall mean a constituted organisation comprising a membership combined for some common objectives governed by self imposed regulations.

Benefit Amount shall mean the maximum amount, or an assessed percentage thereof, ACE can pay as shown in the Schedule of Benefits.

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

Biological Agent shall mean any pathogenic (disease producing) micro organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants.

Bodily Injury shall mean an injury to an Insured Person which happens while the Policy is in force and which:

- a) is caused only by an Accident; and
- b) on its own leads to:
 - i) death; or
 - ii) disablement; or
 - iii) Broken Bones, Dental Injury, Hospital Confinement, or Convalescence, within 24 months of the Accident.

Broken Bone shall mean the Fracture of one or more of the bones listed below:

1. lower leg (fibula and tibia);
2. upper leg (femur);
3. kneecap (patella)
4. foot (metatarsals);
5. ankle (tarsals);
6. upper arm (humerus);
7. lower arm (radius and ulna).

In the event of multiple Fractures to a bone, or Fractures to more than one bone in a limb, as a result of one Accident the Benefit Amount will apply only once to each limb.

Chemical Agent shall mean any compound, which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

Claim shall mean a single loss or series of losses Due To one cause.

Club shall mean a constituted organisation comprising a direct membership combined for some common objectives governed by self imposed regulations.

Convalescence shall mean a period of convalescence after a period of Hospital Confinement of at least 4 consecutive days which is prescribed by a Qualified Medical Practitioner.

Declarations shall mean the information supplied by the Group Policyholder confirming up to date Insured Persons information including cover selected and Premium due to ACE.

Deferment Period shall mean a period at the beginning of a period of temporary disablement during which benefits are not payable.

Dental Injury shall mean damage to teeth, gingival tissues or alveoli resulting in mobility, luxation, subluxation or fractures of the hard tissues or injury to the soft tissues, or loss of or damage to dental prostheses whilst inside the mouth Due To a force outside the mouth, for which treatment is required within 7 days.

Due To shall mean directly or indirectly caused by, arising from or in connection with.

Effective Time shall mean when and where the insurance provided by this Policy applies as specified in the Schedule of Benefits.

Event shall mean all instances of Bodily Injury arising out of and directly occasioned by one sudden, unexpected, unusual and specific event occurring at an identifiable time and place. The duration and extent of an Event shall be limited to 72 consecutive hours and within a 10-mile radius and no instance of Bodily Injury occurring outside such period and/or radius shall be included in that Event.

Foodstuff shall include any foreign body in food and drink.

Fracture / Fractured shall mean a break in the continuity of the bone.

Group Policyholder shall mean the organisation named in the Policy Schedule and any of its affiliated clubs or specialist bodies.

Hospital shall mean any establishment which is registered or licensed as a medical or surgical hospital in the country in which it is located and where the Insured Person is under the constant supervision of a Qualified Medical Practitioner.

'Hospital' shall not include a special unit in a hospital or a place existing primarily:

- for the treatment of psychiatric disease or sub-normality;
- for the care of the aged, drug addicts or alcoholics;
- as a health hydro or nature cure clinic, a nursing or convalescent home, extended care facility, rest home or hospice.

Hospital Confinement shall mean any continuous period of 24 hours or more during which time the Insured Person has been confined to Hospital.

Insured Person shall mean any person or category of persons shown as being insured in the Schedule of Benefits.

Loss of Hearing shall mean total and irrecoverable deafness confirmed by audiometer and sound threshold tests.

Loss of Limb shall mean in respect of:

1. an arm - amputation of the four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand) or complete and permanent loss of use of an entire hand or arm.
2. a leg - amputation or complete and permanent loss of use above the level of the ankle (talotibial joint).

Loss of Sight in both eyes shall mean permanent blindness resulting in the Insured Person's name being added to the register of Blind Persons on the authority of a qualified ophthalmic specialist.

Loss of Sight in one eye shall mean permanent blindness in an eye to the degree that after correction using spectacles, lenses or surgery, objects that should be clear from 60 feet away can only be seen from 3 feet away or less.

Loss of Speech shall mean total and permanent loss of speech.

Major Powers shall mean the United Kingdom, the United States of America, France, the Peoples Republic of China and the former constituents of the Union of Soviet Socialist Republics.

Member shall mean a person whose application has been accepted for membership by the Group Policyholder and whose fees and / or subscriptions are not in arrears. Where it appears associate Member shall have the same meaning.

Nuclear, Chemical or Biological Weapons or Agents shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical Agent and/or Biological Agent during the Period of Insurance by 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 in the pursuit of War or for political, religious or ideological purposes or reasons including the intention to influence any government and/or put the public, or any section of the public, in fear.

Osteoporosis shall mean the thinning of the bone out of proportion to age.

Parent or Legal Guardian shall mean a person with parental responsibility, or a legal guardian, both being in accordance with the Children Act 1989 and any statutory amendment modification or re-enactment of it.

Participant shall mean a person who has applied or registered to participate in an activity formally organised by the Group Policyholder .

Pathological Fracture shall mean any Fracture in an area where pre-existing disease has caused weakening of the bone.

Period of Insurance shall mean the period between and inclusive of the dates specified From: and To: on the Policy Schedule commencing at 00.00 hours on the earlier date shown and expiring at 24.00 on the later date shown. Dates and times refer to Local Standard Time at the address of the Group Policyholder as shown in the Policy Schedule.

Perkins Slade shall mean Perkins Slade Limited. Head Office: 3 Broadway, Broad Street, Birmingham B15 1BQ. Authorised and regulated by the Financial Services Authority, registration number FRN 302886.

Permanently Resident shall mean resident in the first instance for 3 months and thereafter for 40 weeks on average each year.

Permanent Total Disablement shall mean disability which has lasted for at least 12 months, from which ACE believes the Insured Person will never recover and which results in the Insured Person's inability to perform or give attention to any gainful occupation for which an Insured Person is fitted by way of training, education or experience.

Premium shall mean the amount shown or referred to in the Policy Schedule in respect of the specified Period of Insurance or any amount which subsequently becomes due as a result of alteration, adjustment or renewal of the Policy.

Qualified Medical Practitioner shall mean a doctor or specialist, registered or licensed to practise medicine under the laws of the country in which they practise who is neither:

- a) an Insured Person; or
- a) a relative of such Insured Person unless approved by ACE.

Temporary Total Disablement shall mean temporary disablement which entirely prevents the Insured Person from engaging in their Usual Occupation.

United Kingdom for the purposes of this Policy shall mean England, Scotland, Wales and Northern Ireland.

Usual Occupation shall mean the tasks, duties and other functions, which the Insured Person normally performs in connection with their occupation.

War shall mean armed conflict between nations, invasion, act of foreign enemy, civil war, and military or usurped power.

Aggregate Limit of Liability

ACE shall not be liable for any amount in excess of the amount shown in the Schedule of Benefits for any one Event. If the aggregate amount of all benefits payable under this Policy exceeds that amount the benefit payable for each Insured Person shall be proportionately reduced until the total of all benefits does not exceed the Aggregate Limit. Where there is more than one Schedule of Benefits, the Aggregate Limit of Liability shall apply collectively and not to each one individually.

Exclusions

The following Exclusions are applicable to the Policy as a whole.

1. ACE shall not be liable for payment of any benefit for Bodily Injury, loss or expense suffered or incurred:
 - a) after the expiry of the Period of Insurance during which the Insured Person attains the age of eighty years;
 - b) by any Insured Person who is
 - i) a professional sports person other than:
 - a full time or part time paid coach; or
 - a sponsored amateur who is engaged in their sport on a full-time or part-time basis; or
 - ii) a professional entertainer
2. ACE shall not be liable for payment of any benefit for Bodily Injury, loss or expense Due To:
 - a) suicide, attempted suicide or deliberate self-inflicted injury by the Insured Person regardless of the state of their mental health or deliberate exposure to exceptional danger (except in an attempt to save human life).
 - b) the Insured Person engaging in aviation as a pilot or crew member of a fixed wing or rotary propelled aircraft.
 - c) the Insured Person being on duty as a full time member of the armed forces of any nation or international authority or a member of any Reserve Forces called out for Permanent Service.
 - d) War, whether declared or not:
 - (i) in the United Kingdom.
 - (ii) between any of the Major Powers.
 - (iii) in Europe in which one or more of the Major Powers or their armed forces are engaged.
 - (iv) in Europe involving forces acting for any international authority.

- e) Human Immunodeficiency Virus (HIV) or other forms of the virus, Acquired Immune Deficiency Syndrome (AIDS) and AIDS-Related Complex (ARC);
- f) Post Traumatic Stress Disorder or related syndromes or any psychological or psychiatric condition.
- g) Repetitive Stress (Strain) Injury or Syndrome or any other injury which develops over a period of time.
- h) the influence of solvents, drugs or medication upon the Insured Person, except where it can be proved that the drugs or medication were taken in accordance with a proper medical prescription and not for the treatment of drug addiction.
- i) the Insured Person driving a motor vehicle while the alcohol content of their blood exceeds the level permitted by the law of the country in which the Accident occurs.
- j) the Insured Person suffering from sickness or disease not directly resulting from Bodily Injury.
- k) any act of terrorism involving the use of Nuclear, Chemical or Biological Weapons or Agents.

The following Exclusions apply to Benefit 5 - Broken Bone;

1. ACE shall not be liable for payment of any benefit for a Broken Bone Due To:
 - a) Fractures to bones of the fingers or toes;
 - b) Pathological Fractures;
 - c) Osteoporosis or bone disease which was diagnosed prior to the From: date of any Period of Insurance.

The following Exclusions apply to Benefit 6 - Dental Injury;

1. ACE will not pay for the treatment of a Dental Injury which is:
 - a) caused by the Insured Person's participation in playing rugby (other than rugby played as a school sport) or taking part in boxing, in either case without wearing equipment that should reasonably be worn for protection against Dental Injury;
 - b) caused by any Foodstuff while the Insured Person was consuming it;
 - c) not apparent within one week of the incident which caused the Dental Injury;
 - d) the result of ordinary deterioration, deliberate damage or wear and tear; or
 - e) not claimed for within 30 days of the incident which caused the Dental Injury.
2. ACE will only pay for any bridgework, crown or denture replaced which is a similar type or quality to that lost or damaged by the Dental Injury.

3. ACE will not pay for the fitting or re-fitting of implants or any subsequent loss of or damage to implants once fitted.
4. ACE shall not be liable for the first £50 of each and every claim in respect of Dental Injury.

Conditions

1. This Policy, Policy Schedule and Schedule of Benefits shall be read as one contract and any word or expression to which specific meaning has been attached shall unless the context otherwise requires bear such meaning wherever it may appear.
2. The Group Policyholder shall give written notice to ACE within a reasonable time of any alteration in the Group Policyholder's business.
3. No sum payable by ACE under this Policy shall carry interest unless payment has been unreasonably delayed by ACE following receipt of all the required certificates, information and evidence necessary to support the claim. Where interest becomes payable by ACE, it will be calculated only from the date of final receipt of such certificates, information or evidence.
4. ACE may cancel this Policy by giving 30 days written notice to the Group Policyholder at their last known address and in such event the Premium for the period up to the date when the cancellation takes effect shall be calculated and ACE shall promptly return any unearned portion of the Premium paid.
5. Where the Group Policyholder, or an Insured Person or their personal representatives do not comply with any obligation to act in a certain way specified in this policy, ACE reserves the right not to pay a claim.
6. It is hereby agreed between ACE, the Group Policyholder and Insured Person that:
 - a) this Policy shall be governed and construed in accordance with the Laws of England and Wales and the English Courts alone shall have jurisdiction in any dispute.
 - b) communication of and in connection with this Policy shall be in the English language.
7. It is the Group Policyholder's responsibility to provide complete and accurate information to ACE when applying for the Policy and throughout the life of this Policy. It is important that the Group Policyholder (and Insured Person where appropriate) ensures all statements made in the application, over the telephone, on claim forms and other documents are full and accurate. If the Group Policyholder or Insured Person fails to disclose any material information to ACE this could invalidate the insurance cover and could mean that part or all of a claim may not be paid.

8. This Policy will be voidable in the event of misrepresentation, misdescription or non-disclosure of any material particular by or on behalf of the Group Policyholder or Insured Person.
 9. The benefits under this Policy may not be assigned by the Group Policyholder or Insured Person. ACE shall not be bound to accept or be affected by any notice or any trust, charge, lien, purported assignment or other dealing with or relating to this Policy.
 10. The Group Policyholder, the Insured Person and ACE agree that it is not intended for any third party to this contract to have the right to enforce the terms of this contract. The Group Policyholder, the Insured Person and ACE can rescind or vary the terms of this contract without the consent of any third party to this contract, who might seek to assert that they have rights under Contracts (Right of Third Parties) Act 1999.
 11. The insurance in respect of each Insured Person will cease at midnight of the day the following events occur:
 - a) the expiry of the Period of Insurance during which they attain the upper age limit shown in the Schedule of Benefits; or
 - b) their membership ends with the Group Policyholder during the Period of Insurance; or
 - c) when they die;
 whichever happens first.
 12. ACE is required to notify the Group Policyholder or Insured Persons that other taxes or costs may exist which are not imposed by ACE
2. The Insured Person or their legal representative shall at their own expense furnish to ACE such certificates, information and evidence as ACE may from time to time reasonably require in the form prescribed by ACE. ACE shall be allowed at its own expense, upon reasonable notice to the Group Policyholder, to request a medical examination of an Insured Person as appropriate.
 3. If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used by the Group Policyholder or an Insured Person or by anyone acting on their behalf or by their legal representatives to obtain benefit under this Policy ACE shall be under no liability in respect of such claim.
 4. The Insured Person shall as soon as possible after the occurrence of any Accidental Bodily Injury obtain and follow the advice of a Qualified Medical Practitioner and ACE shall not be liable for any consequences of the Insured Person's failure to obtain and follow such advice and use such appliance or remedies as may be prescribed.
 5. ACE will deal with Accidental death claims as follows:
 - i. If the Insured Person is aged 18 years or over ACE will pay the Benefit Amount for Accidental death to the estate of the deceased Insured Person and the receipt given to ACE by the personal representatives shall be a full discharge of liability by ACE in respect of the claim for such Benefit Amount;
 - ii. If the Insured Person is a minor, ACE will pay the Benefit Amount for Accidental death to the Parent or Legal Guardian of such minor. The Parent or Legal Guardian's receipt shall be a full discharge of all liability by ACE in respect of the claim for such Benefit Amount.
 6. ACE will deal with claims - other than for Accidental death - as follows:
 - i. If the Insured Person is aged 18 years or over ACE will pay the Benefit Amount for all claims other than Accidental death to that Insured Person and their receipt shall be a full discharge of all liability by ACE in respect of the claim for such Benefit Amount or the assessed percentage.
 - ii. If the Insured Person is a minor, ACE will pay the Benefit Amount for all claims other than Accidental death to the Parent or Legal Guardian of such minor, for the benefit of that minor. The Parent or Legal Guardian's receipt shall be a full discharge of all liability by ACE in respect of the claim for such Benefit Amount or the assessed percentage.

Changing the Cover

There may be times when ACE may want to change the Policy. If this happens, ACE will write to the Group Policyholder with details of the changes at least 30 days before ACE makes them. Any changes ACE makes will be the same for all Insured Persons under the Group Injury Policy. ACE cannot make changes to cover that only apply to a particular Insured Person.

Claim Provisions

1. On the happening of any occurrence likely to give rise to a claim under this Policy notice shall be given to Perkins Slade at 3 Broadway, Broad Street, Birmingham B15 1BQ (Tel. 0121 698 8000 Fax: 0121 625 9000 as soon as reasonably possible after the date of the occurrence.

Complaints Procedures

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

- a) in the first instance contact Perkins Slade;
- b) if not satisfied, contact ACE at the following address:

The A&H Customer Service Manager,
ACE European Group Limited,
200 Broomielaw, Glasgow G1 4RU.
Telephone: +44 (0)845 841 0056
Facsimile: +44 (0)141 285 2901
e-mail: a&hcustserv.complaints@acegroup.com
quoting Policy details.

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

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

Tel: +44 (0) 845 080 1800
Fax: +44 (0) 207 964 1001
email: enquiries@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

The existence of these complaints procedures does not affect an Insured Person's statutory rights relating to this policy. For more information on statutory rights an Insured person should contact the Office of Fair Trading or Citizens Advice Bureau.

Financial Services Compensation Scheme

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

Financial Services Compensation Scheme
7th Floor, Lloyds Chambers
1 Portsoken Street
London
E1 8BN
Tel: +44 (0) 20 7892 7300
Fax: +44 (0) 20 7892 7301
e-mail: enquiries@fscs.org.uk
Web Site: www.fscs.org.uk

Data Protection/Privacy

1. ACE fully accepts its responsibility to protect the privacy of customers and the confidentiality and security of information entrusted to it.
2. ACE is part of the ACE Group of companies. It and the group companies will use information given together with other information for the administration of this Policy, the handling of claims and the provision of customer services. The information may also be disclosed to ACE's service providers and agents for these purposes. It may be disclosed to the Group Policyholder's or Insured Person's agents, including Perkins Slade, where appointed. It may also be used for the purposes of fraud prevention including passing details to other insurers and regulatory bodies.
3. Where the Group Policyholder has provided information about another person in connection with the purchase and performance of this insurance Policy, ACE will assume they have appointed the Group Policyholder to act for them, that they have consented to the processing of their personal data, including sensitive personal data and they have consented to the transfer of their information abroad. ACE (or reputable organisations selected by them) may monitor and/or record communication to ACE, to ensure consistent servicing levels and account operation.
4. ACE will keep information about the Group Policyholder or Insured Person only for so long as it is appropriate. In accordance with an individual's Subject Access rights, when asked, ACE will tell any Insured Person what information it holds about them and provide it to them in accordance with applicable law. Any information found to be incorrect will be corrected promptly.