



# Policy

Sport & Leisure Insurance - Personal Accident

Form SL-PA 0321



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# 1 Introduction

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This policy consists of the Policy Definitions, Exclusions and Conditions, the **Schedule**, the coverage Sections stated as operative in the **Schedule** and endorsements, if any, all of which are a single document and are to be read as one contract. In deciding to accept this policy and in setting the terms and premium **We** have relied on the information which **You** have provided to **Us**.

**We** will, in consideration of the payment of the premium, insure **You**, subject to the terms and conditions of this policy, against the events set out in the operative Sections and occurring in connection with the **Business** during the **Period of Insurance** or any subsequent period for which **We** agree to accept payment of premium.

Please read this policy carefully and make sure that it meets **Your** needs. If any corrections are necessary **You** should contact **Your** broker through whom this policy was arranged.

Please keep this policy in a safe place – **You** may need to refer to it if **You** have to make a **Claim**.

## 1.1 Policy Format

Upon request **We** can provide Braille, audio or large print versions of the policy and the associated documentation including the Policy Summary document. If **You** require an alternative format **You** should contact **Your** broker through whom this policy was arranged.

## 1.2 Fair Processing Notice

This Privacy Notice describes how XL Catlin Insurance Company UK Limited ( “**we**”, “**us**” or the “**Insurer**”) collect and use the personal information of insureds, claimants and other parties (“**you**”) when we are providing our insurance and reinsurance services.

The information provided to the **Insurer**, together with medical and any other information obtained from **You** or from other parties about **You** in connection with this policy, will be used by the **Insurer** for the purposes of determining **Your** application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. **We** may be required by law to collect certain personal information about **You**, or as a consequence of any contractual relationship **We** have with **You**. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by the **Insurer** for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of **Your** personal information. Because **We** operate as part of a global business, **We** may transfer **Your** personal information outside the European Economic Area for these purposes.

**You** have certain rights regarding **Your** personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of **Your** personal information in a usable electronic format and to transmit it to a third party (right to portability).

If **You** have questions or concerns regarding the way in which **Your** personal information has been used, please contact: [compliance@axaxl.com](mailto:compliance@axaxl.com)

**We** are committed to working with **You** to obtain a fair resolution of any complaint or concern about privacy. If, however, **You** believe that **We** have not been able to assist with **Your** complaint or concern, **You** have the right to make a complaint to the UK Information Commissioner's Office.

For more information about how **We** process **Your** personal information, please see **Our** full privacy notice at: <http://axaxl.com/footer/privacy-and-cookies>.

## 1.3 Brokers, Intermediaries, Partners, Employers and Other Third Parties

If **You** provide us with information about someone else, **We** will process their personal information in line with the above. Please ensure **You** provide them with this notice and encourage them to read it as it describes how **We** collect, use, share and secure personal information when **We** provide our services as an insurance and reinsurance business.



#### 1.4 **Third Party Rights**

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

#### 1.5 **Law and Jurisdiction**

Unless specifically agreed to the contrary this contract of insurance shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

The language of this contract of insurance and all communications relating to it will be in English.

#### 1.6 **Interpretation**

In this policy:

- (a) reference to any Act, statute or statutory provision shall include a reference to that provision as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this policy;
- (b) if any term, condition, exclusion or **Endorsement** or part thereof is found to be invalid or unenforceable the remainder shall be in full force and effect;
- (c) the headings are for general reference only and shall not be considered when determining the meaning of this policy.

#### 1.7 **Information Given to the Insurer**

In deciding to accept this policy and in setting the terms including premium the **Insurer** has relied on the information which the **Insured** has provided. The **Insured** must take care when answering any questions the **Insurer** asks by ensuring that any information provided is accurate and complete.

If the **Insurer** establish that the **Insured** deliberately or recklessly provided untrue or misleading information, the **Insurer** will have the right to:

- (a) treat this policy as if it never existed;
- (b) decline all **Claims**; and
- (c) retain the premium.

If the **Insurer** establish that the **Insured** carelessly provided untrue or misleading information the **Insurer** will have the right to:

- (i) treat this policy as if it never existed, refuse to pay any **Claim** and return the premium if the **Insurer** would not have provided cover;
- (ii) treat this policy as if it had been entered into on different terms from those agreed, if the **Insurer** would have provided cover on different terms;
- (iii) reduce the amount the **Insurer** pays on any **Claim** in the proportion that the premium the **Insured** has paid bears to the premium the **Insurer** would have charged, if the **Insurer** would have charged more.

The **Insurer** will notify the **Insured** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding **Claim** and (ii) and/or (iii) apply, the **Insured** will have the right to:

- 1.7.1.1 give notice that it is terminating this policy; or
- 1.7.1.2 give notice that it will treat this policy and any future **Claim** in accordance with (ii) and/or (iii), in which case the **Insured** may then give the **Insurer** notice that the **Insured** are terminating this policy;

in accordance with the Cancellation and Cooling-Off Period Provisions.

#### 1.8 **Change in Circumstance**

**You** must tell **Us** within fourteen (14) days of **Your** becoming aware of any changes in the information **You** have provided to **Us** which happen before or during any **Period of Insurance**.



When **We** are notified of a change **We** will tell **You** if this affects **Your** policy. For example **We** may cancel **Your** policy in accordance with the Cancellation provisions, amend the terms of **Your** policy or require **You** to pay more for **Your** insurance. If **You** do not inform **Us** about a change it may affect any **Claim** **You** make or could result in **Your** insurance being invalid.

#### 1.9 **Fraud**

If the **Insured**, or anyone acting for the **Insured**, makes a fraudulent **Claim**, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, The **Insurer**:

- (a) will not be liable to pay the **Claim**; and
- (b) may recover from the **Insured** any sums paid in respect of the **Claim**; and
- (c) may by notice to the **Insured** treat this **Policy** as having been terminated with effect from the time of the fraudulent act.

If the **Insurer** exercises its right under (c) above:

- (i) It shall not be liable to the **Insured** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the **Insurer's** liability under this **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and
- (ii) The **Insurer** need not return any of the premium paid.

#### 1.10 **Questions and Complaints Procedure**

**We** are dedicated to providing a high quality service and **We** want to ensure that **We** maintain this at all times.

If **You** have any questions or concerns about this insurance or the handling of a claim, please contact the broker through whom this insurance was arranged.

If **You** wish to make a complaint, **You** can do so at any time by referring the matter to:

Complaints Department  
XL Catlin Services SE  
20 Gracechurch Street  
London  
EC3V 0BG

Email: [axaxlukcomplaints@axaxl.com](mailto:axaxlukcomplaints@axaxl.com)

Telephone Number: +44 (0)20 7743 8487

XL Catlin Services SE acts on **Our** behalf in the administration of complaints.

Depending on who **Your Insurer** is, the next steps are as follows.

##### **If Your Insurer is Catlin Underwriting Agencies Limited in respect of Syndicate 2003**

If **You** remain dissatisfied after the Complaints Department has considered **Your** complaint, it may be possible in certain circumstances to refer the complaint to Lloyd's. Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from Catlin Underwriting Agencies Limited at the above address or from Lloyd's at:

Lloyd's Complaints  
One Lime Street  
London  
EC3M 7HA  
United Kingdom

Telephone Number: +44 (0)20 7327 5693



Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, or **You** have not received a decision by the time XL Catlin Services SE and Lloyd's have taken eight (8) weeks overall to consider **Your** complaint, **You** can refer **Your** complaint to the Financial Ombudsman Service at:

Exchange Tower  
London  
E14 9SR  
United Kingdom

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

Telephone Number: **From within the United Kingdom**  
0800 0234 567 calls to this number are free on mobiles and landlines  
0300 1239 123 calls to this number costs no more than calls to 01 and 02 numbers

**From outside the United Kingdom**

+44(0)20 7964 0500

Fax Number: +44(0)20 7964 1001

Text Number: 07860 027 586 Call Back Service

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**If Your Insurer is XL Catlin Insurance Company UK Limited**

If the **Insured** remains dissatisfied after the Complaints Department has considered the complaint, or a decision has not been received within eight (8) weeks, the **Insured** can refer the complaint to the Financial Ombudsman Service using the details above.

**If Your Insurer is XL Insurance Company SE**

If **You** remain dissatisfied after the Complaints Department has considered the complaint or a final decision has not been received within forty (40) business days, **You** can refer the complaint to the Financial Services and Pensions Ombudsman at:

Financial Services and Pensions Ombudsman  
Lincoln House  
Lincoln Place  
Dublin 2  
D02 VH29  
Ireland

Email: [info@fspo.ie](mailto:info@fspo.ie)

Telephone Number: +353 1 567 7000

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. For more information about ODR please visit <http://ec.europa.eu/odr>

1.11 **Insurance Guarantee Scheme**

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **We** are unable to meet **Our** obligations under this contract of insurance. If **You** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, GL17 1DY, United Kingdom and on their website: [www.fscs.org.uk](http://www.fscs.org.uk).



## 2 Policy Definitions

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In this policy, certain words or phrases appear in **bold** and are specially defined. The special definitions used are as follows:

- 2.1 **Accident** shall mean a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place.
- 2.2 **Act of Terrorism** shall mean an act, including the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- 2.3 **Benefit** shall mean the financial benefits set out in the Benefits Schedule of this insurance.
- 2.4 **Bodily Injury** shall mean identifiable physical injury which is diagnosed by a **Medical Practitioner** and which occurs, independently of any **Illness**.
- 2.5 **Business** shall mean the activities directly connected with the Business of the **Insured** stated in the Schedule.
- 2.6 **Claim Time Limit** shall mean the period of time the **Insured Person** has to make a claim under this insurance following an **Accident** which unless otherwise stated in the Schedule is twelve (12) months.
- 2.7 **Death** shall mean death and shall include disappearance, provided that the Insured Person is not found within twelve (12) months of disappearing and all evidence shows that it is more likely than not that the **Insured Person** has died.
- 2.8 **Endorsement(s)** shall mean a change in the terms and conditions of this insurance which could extend or restrict cover.
- 2.9 **Event** shall mean a sudden, unforeseen and identifiable occurrence which takes place in its entirety at a defined time and place. All **Events** or series of **Events** consequent upon, or attributable to, one source or original cause shall be regarded as a single **Event** for the purpose of this insurance.
- 2.10 **Event Aggregate Limit** shall mean the maximum amount as stated in the Schedule for which the **Insurer** will be liable in respect of all claims under this insurance for **Bodily Injury** arising out of any one **Event** regardless of the number of **Insured Persons** involved.
- 2.11 **Geographical Limits** shall mean the territories stated in the Schedule.
- 2.12 **Hospital** shall mean any institution which has permanent 24-hour facilities for the medical and surgical diagnosis and treatment of in-patients by **Medical Practitioners** and fully qualified nursing staff and is not an institution whose primary purpose is the provision of facilities for persons who are mentally ill, mentally handicapped, aged over seventy (70), or addicted to drugs.
- 2.13 **Illness** shall mean any illness, sickness or disease.
- 2.14 Insured Person(s) shall mean:
- (a) where the **Insured** is an individual, the **Insured**; or
  - (b) where the **Insured** is a partnership, corporation or organisation, all registered members of the **Insured**;
- provided that the **Insured** or registered member in respect of whom a claim is made is under eighty (80) years of age.
- 2.15 **Loss of Hearing** shall mean shall mean total and irreversible loss of hearing.
- 2.16 **Loss of Limb** shall mean:
- (a) in the case of a leg, loss by physical severance at or above the ankle, or permanent total loss of use of a complete leg or foot;
  - (b) in the case of an arm, loss by physical severance of the entire four fingers through or above the metacarpophalangeal joints, or permanent total loss of use of a complete arm or hand.



- 2.17 **Loss of Sight** shall mean permanent and total loss of sight which will be considered as having occurred:
- (a) in both eyes if the **Insured Person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist;
  - (b) in one eye if the degree of sight remaining after correction is 6/60 or less on the Snellen Scale (meaning seeing at six (6) feet what the **Insured Person** should see at sixty (60) feet).
- 2.18 **Loss of Speech** shall mean total and irreversible loss of speech.
- 2.19 **Medical Expenses** shall mean expenses incurred by the **Insured Person** at the recommendation of a **Medical Practitioner** for medical, hospital, surgical, manipulative, massage, physiotherapeutic, X-ray or nursing treatment, including the cost of medical supplies and ambulance hire.
- 2.20 **Medical Practitioner** means an individual who is qualified to perform or prescribe surgical or manipulative treatment and has the necessary knowledge and expertise to render a diagnosis. A Medical Practitioner must be licensed by the country in which he or she is practicing, cannot be a relative of the **Insured Person** and, in respect of any diagnosis of the **Insured Person**, must be acting within the scope of his or her license.
- 2.21 **Operative Time** shall mean any time that the **Insured Person** is, in connection with the **Business**:
- (a) actively engaged in a training session or competitive game (excluding the preparation of playing surfaces and equipment);
  - (b) actively engaged in an activity which forms part of the **Insured Person's** official duties;
  - (c) travelling directly to or from a training session or competitive game or official engagement; or
  - (d) engaged in any social activity organised by the Insured in connection with the **Business**.
- 2.22 **Period of Insurance** shall mean the period of time specified in the Schedule.
- 2.23 **Permanent Partial Disablement** shall mean where coverage is stated in the Schedule to be on the Standard Scale, **Loss of Sight, Loss of Limb, Loss of Hearing or Loss of Speech** diagnosed by a **Medical Practitioner**.
- 2.24 **Permanent Total Disablement** shall mean:
- (a) where cover is stated in the Benefits Schedule to be on an **Any Occupation** basis, disablement of an **Insured Person** which in the opinion of a **Medical Practitioner** will in all probability render the **Insured Person** unable to carry out any occupation for the remainder of his or her life, or in the case of an **Insured Person** in full time education, unable to continue in full time education.
  - (b) where cover is stated in the Benefits Schedule to be on an **Own Occupation** basis, disablement of an **Insured Person** who is gainfully employed which in the opinion of a **Medical Practitioner** will in all probability render the **Insured Person** unable to carry out his or her usual occupation for the remainder of his or her life.
  - (c) where cover is stated in the Benefits Schedule to be on an **Own or Suited Occupation** basis, disablement of an **Insured Person** who is gainfully employed which in the opinion of a **Medical Practitioner** will in all probability render the **Insured Person** unable to carry out any occupation suited to his or her training and experience for the remainder of his or her life.
- 2.25 **Temporary Partial Disablement** shall mean partial disablement of an **Insured Person** who is gainfully employed and above sixteen (16) years of age which in the opinion of a **Medical Practitioner** prevents the **Insured Person** from carrying out his or her usual occupation to an acceptable level.
- 2.26 **Temporary Total Disablement** shall mean disablement of an **Insured Person** who is gainfully employed and above sixteen (16) years of age which in the opinion of a **Medical Practitioner** entirely prevents the **Insured Person** from carrying out his or her usual occupation.
- 2.27 **Travel Accumulation Limit** shall mean the maximum amount as stated in the Schedule for which the **Insurer** will be liable under this insurance in respect of all **Insured Persons** travelling in the same coach, aircraft, watercraft or other vehicle.



- 2.28 **Waiting Period** shall mean the period of time stated in the Schedule before which no **Benefit** for **Temporary Partial Disablement** or **Temporary Total Disablement** will be paid.
- 2.29 **We /Us / Our / Insurer** shall mean the **Insurer** stated in the **Schedule**.
- 2.30 **You / Your / Insured** shall mean the person or persons, partnership, corporation or organisation named in the Schedule.



## 3 Insuring Agreement

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### 3.1 Coverage

In consideration of payment of the premium by the **Insured**, and subject to all the terms and conditions of this insurance, the **Insurer** will pay the applicable **Benefit** to an **Insured Person** who suffers **Bodily Injury** caused by an **Accident** during the **Period of Insurance** at the **Operative Time** and within the **Geographical Limits** which results in:

- (a) **Death, Permanent Total Disablement, Permanent Partial Disablement, Temporary Partial Disablement or Temporary Total Disablement of the Insured Person; and/or**
- (b) the **Insured Person** incurring **Medical Expenses**.

The amount of the **Benefit** available for each of **Death, Permanent Total Disablement, Permanent Partial Disablement, Temporary Partial Disablement, Temporary Total Disablement and Medical Expenses** is set out in the Benefits Schedule. The **Benefits** are selectable individually by the **Insured**. Please check the Schedule to see which **Benefits** are covered under this insurance.

### 3.2 Extensions

Subject to all the terms and conditions of this insurance, if specified in the Schedule coverage is extended to include:

#### (a) Dental Expenses

Reimbursement of expenses incurred by an **Insured Person** in respect of dental treatment required by a **Medical Practitioner** as a result of **Bodily Injury** caused by an **Accident** during the **Period of Insurance** while the **Insured Person** is actively engaged in a competitive game in connection with the **Business** and within the **Geographical Limits**. The most the **Insurer** will pay to any one **Insured Person** in respect of this extension is GBP 500. The **Insurer** shall not be liable for:

- (i) the first GBP 50 of any treatment, which shall be payable by the **Insured Person**; or
- (ii) loss of or damage to dentures, bridges, crowns, braces or similar dental equipment.

#### (b) Hospital Daily Benefit

Reimbursement of expenses incurred by an **Insured Person** while admitted as an in-patient at a **Hospital** for treatment required by a **Medical Practitioner** as a result of **Bodily Injury** caused by an **Accident** during the **Period of Insurance** while the **Insured Person** is actively engaged in a competitive game in connection with the **Business** and within the **Geographical Limits**. The most the **Insurer** will pay to any one **Insured Person** in respect of this extension is GBP 25 per twenty four (24) hour period up to a maximum of twenty five (25) twenty four (24) hour periods. The **Insurer** shall not be liable to pay any amount for the first forty eight (48) hours of admission.



## 4 Benefit Conditions

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- 4.1 To be eligible for payment, the **Insured Person** must make a claim for a covered **Benefit** within the **Claim Time Limit**. Any subsequent claims by that **Insured Person** for further covered **Benefits** arising out of the same **Accident** will be deemed to have been made within the **Claim Time Limit**.
- 4.2 Where an **Insured Person** claims for more than one **Benefit** arising out of the same **Accident**, the **Insurer** shall not pay more in total than the amount of the single most valuable **Benefit**.
- 4.3 The **Insurer** shall not pay more than the Capital Sum stated in the Benefit Schedule For **Permanent Partial Disablement** arising out of any one **Accident** regardless of the number of conditions diagnosed in the **Insured Person**.
- 4.4 The **Benefit** for **Temporary Partial Disablement** or **Temporary Total Disablement** shall be payable per week after expiry of the **Waiting Period** and for the Maximum Duration stated in the Benefits Schedule whether or not the weekly payments are consecutive, but shall never exceed the net weekly earnings of the **Insured Person** regardless of the amounts stated in the Benefits Schedule.
- 4.5 The **Benefit** for **Medical Expenses** shall be limited to reimbursement of the **Medical Expenses** actually incurred by the **Insured Person** in the twelve (12) months following the **Accident**, up to the amount specified in the Benefits Schedule but not including the Excess stated in the Benefits Schedule which shall be payable by the **Insured Person**.
- 4.6 The **Insured Person** shall as often as required submit to medical examination by a **Medical Practitioner** at the **Insurer's** expense in connection with any claim. This includes any autopsy. If the **Insured Person's Medical Practitioner** and the **Insurer's Medical Practitioner** are not able to agree on a diagnosis, they shall name an independent **Medical Practitioner** to provide a written opinion on the matter at the **Insurer's** expense.
- 4.7 The **Insurer** shall be under no obligation to pay any claim under this insurance unless the **Insured Person** complies with the medical advice of his or her **Medical Practitioner**, including advice in relation to the taking of medication and participation in any rehabilitation programme.
- 4.8 Where the **Insured Person** has disappeared and the **Death Benefit** is payable, the person or persons to whom the **Benefit** is paid shall sign an undertaking to refund it to the **Insurer** if the **Insured Person** is found to be alive.
- 4.9 If the **Event Aggregate Limit** is exceeded, the liability of the **Insurer** in respect of each **Insured Person** claiming in respect of the relevant **Event** shall be proportionately reduced until the total does not exceed that limit.
- 4.10 If the **Travel Accumulation Limit** is exceeded, the liability of the **Insurer** in respect of each **Insured Person** travelling in the relevant vehicle shall be proportionately reduced until the total does not exceed that limit.
- 4.11 Any benefits for **Bodily Injury** due to:
- (a) the use of, or inability to use, any application, software, or programme in connection with any electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device);
  - (b) any computer virus;
  - (c) any computer related hoax relating to (a) and/or (b) above
- are payable, subject to the terms, conditions, limitations and exclusions of this policy.



## 5 Policy Exclusions

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This insurance does not cover claims, losses or expense caused by or arising from:

- 5.1 the **Insured Person** committing, or attempting to commit, suicide or any act of intentional self-harm or self-exposure to needless peril (except in an attempt to save human life);
- 5.2 the **Insured Person** taking part in civil commotion or riot of any kind;
- 5.3 war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, or military or usurped power;
- 5.4 the **Insured Person** committing any criminal or unlawful act;
- 5.5 the **Insured Person** engaging in active service in the armed forces of any nation;
- 5.6 the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials by any person;
- 5.7 an **Act of Terrorism** or any action taken in controlling, preventing, suppressing or responding to an **Act of Terrorism**;
- 5.8 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- 5.9 the **Insured Person** taking part in any of activities not stated in the Schedule;
- 5.10 the intoxication of the **Insured Person** by means of alcohol or other drugs;
- 5.11 any medical condition of the **Insured Person** which was in existence before the start of the **Period of Insurance**;
- 5.12 any professional medical, hospital, surgical, manipulative, massage, physiotherapeutic, X-ray or nursing treatment carried out on the **Insured Person**.
- 5.13 any practices or activities excluded or forbidden by any professional sports contract to which the **Insured Person** is a party.
- 5.14 the use of, or inability to use, any application, software or programme in connection with any electronic device (for example a computer, laptop, smartphone, tablet or internet-capable electronic device) whether this is caused deliberately or accidentally.
- 5.15 coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

This exclusion also applies to any claims, losses or expense caused by or arising from:

- (a) any fear or threat (whether actual or perceived) of; or
- (b) any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of:

coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.



## 6 Policy Conditions

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### 6.1 Payment of Premium

The **Insured** undertakes that premium will be paid in full to the **Insurer** within thirty (30) days of inception or renewal of this insurance (or, in respect of instalment premiums, when due).

### 6.2 Notifying Accidents and Making a Claim

Written notice of any **Accident**, proceedings or any other event which may give rise to a claim under this insurance must be given to the **Insurer** as soon as reasonably practicable (and in any case within twelve (12) months of the **Accident**) at the following address:

XL Catlin Services SE  
20 Gracechurch Street  
London  
EC3V 0BG  
United Kingdom

Email: [James.Good@axaxl.com](mailto:James.Good@axaxl.com)  
[Jonathan.M.Kelly@axaxl.com](mailto:Jonathan.M.Kelly@axaxl.com)

XL Catlin Services SE acts on **Our** behalf in the administration of some aspects of the Policy.

All policies, information, consents and evidence required by the **Insurer** for the purpose of dealing with any claim must be provided on request by the **Insured** or **Insured Person** or their legal representative at their expense.

A claim form must be completed by the **Insured Person** and submitted to the **Insurer** at the above address within ninety (90) days of the expenditure being incurred. This time limit may be extended subject to the prior approval of the **Insurer** where supporting documents are not available in time. All documents submitted in respect of expenditure incurred should be originals and not photocopies.

### 6.3 Assignment

This insurance shall not be assigned or transferred without the written agreement of the **Insurer**.



**axaxl.com**

XL Catlin Services SE  
20 Gracechurch Street, London, EC3V 0BG, United Kingdom

Telephone: +44 (0)20 7933 7000 Fax: +44 (0)20 7469 1001 **axaxl.com**

**Registered Office: XL Catlin Services SE | Registered in Ireland | Registered number No 659610 | XL House, 8 St Stephen's Green, Dublin 2, Ireland | Directors: P. Bradbrook (UK), P. R. Kelly, C. Luttig (UK), S. McGovern (UK), P. M. Murray (UK), R. Redmond | XL Catlin Services SE is regulated by the Central Bank of Ireland**  
XL Catlin Services SE, UK Branch | 20 Gracechurch Street, London, EC3V 0BG, United Kingdom