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## PERSONAL INJURY GROUP POLICY SCHEDULE

**Policy Number** 56UK492989

**Intermediary** Perkins Slade Limited

**Group Policyholder** The Ups Club Squash Section

**Registered Address** C/O Institute of Cancer Research, MUCRC 15 Cotswold Road,  
Sutton, Surrey, UNITED KINGDOM, SM2 5NG

**Policyholder:** Any full or associate member of the Group Policyholder aged from 3 years up to 75 years.

**Period of Insurance** (a) From: 06 October 2008  
To: 06 October 2009  
(both dates inclusive)  
(b) Any subsequent period for which ACE shall accept a renewal premium.

**Renewal Date** 06 October 2009 and annually thereafter

**Premium Inclusive of Insurance Premium Tax @ 5% £ 200.00**

**Renewal Premium** To be agreed

**Date of issue** 20 October 2008

Countersigned .....

*Rachel Spence*

## SCHEDULE OF BENEFITS

BENEFIT DESCRIPTION	BENEFIT PERIOD	BENEFIT AMOUNT
Death		£5,000
Permanent Total Disablement*		£50,000
Loss of one Limb*		£50,000
Loss of two or more Limbs*		£50,000
Loss of Sight in One Eye*		£50,000
Loss of Sight in Both Eyes*		£50,000
Loss of Speech*		£50,000
Loss of Hearing*		£50,000
Emergency Dental Expenses*		Up to £500
Hospitalisation	25 days	£30 per day Maximum £750 any one Accident
Convalescence		£100
Broken Bones**		Arm £100 - Leg £200 Maximum £500 any one Accident

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

\*\* The Benefit Amount and the maximum amount payable shall be reduced by 50% in respect of Policyholders aged 65 years or over.

## Personal Injury Group Policy Document

### Contents

- Insurance Agreement
- Personal Injury Insurance
- Definitions
- Exclusions
- Conditions
- Complaints Procedures
- Claim Provisions
- Financial Services Compensation Scheme
- Data Protection/Privacy

### 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.

Provided that this Policy shall not be operative unless countersigned on the Policy Schedule(s) by an authorised representative of ACE.



Andrew Kendrick  
Chairman and CEO  
ACE European Group Limited

\*Registered in England Number 1112892, Head Office 100 Leadenhall Street, London, EC3A 3BP. Authorised and regulated by the Financial Services Authority (FSA) - registration number FRN202803. Full details can be found on the FSA's Register by visiting <http://www.fsa.gov.uk/register> or by contacting the FSA on 0845 606 1234

### Personal Injury Insurance

If during a Period of Insurance an Accident occurs during the Effective Time and causes Bodily Injury to a Policyholder ACE will pay up to the amounts shown in the Schedule of Benefits.

**Accident Medical Expenses** - ACE will also pay for Medical Expenses incurred as the result of an Accident up to 10% of the benefit paid for Death, Loss of limb, Loss of sight or Permanent Total Disablement subject to a maximum of £10,000 for each Policyholder.

**Emergency Death Expenses** - If during a Period of Insurance an Accident occurs during the Effective Time and causes Bodily Injury resulting in death and an interim death certificate is issued ACE will pay the Policyholder up to £1,000 to cater for expenses which need urgent/immediate payment whilst the administration of the Policyholder'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 Policyholder disappears and after a suitable period of time it is reasonable for the Police or registration authorities to believe that such Policyholder has died as a result of Bodily Injury, the death Benefit shall become payable subject to a signed undertaking given by the Policyholder's personal representatives that if the belief is subsequently found to be wrong such death Benefit shall be refunded to ACE.

### Definitions

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



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

**Association** shall mean a regionally or nationally constituted organisation comprising of a membership of individuals and/or Clubs formed for the promotion of common objectives governed by self imposed regulations.

**Benefit Amount** shall mean the maximum amount ACE can pay as shown in the Schedule of Benefits.

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

**Bodily Injury** shall mean an injury to a Policyholder which happens while the Policy is in force and which:

- a. is caused only by an Accident; and
- b. on its own leads to death; Loss of Limb; Loss of Sight; Loss of Speech; Loss of Hearing; Permanent Total Disablement; Emergency Dental Expenses; Hospital Confinement; Convalescence or Broken Bones within 24 months of the Accident.

**Broken Bones** shall mean a fracture of one or more of the bones listed below:-

- a. Leg (femur, tibia, fibula, tarsals or the patella)
- b. Arm (humerus, radius, ulna or carpals)

**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.

**Confinement** shall mean admission to a Hospital as an In-patient as a result of Bodily Injury or illness for a continuous period of 24 hours or more on the advice of and under the constant supervision of a Qualified Medical Practitioner.

**Convalescence** shall mean the period following the Policyholder's Hospital Confinement for at least seven days provided they under the regular care and advice of a Qualified Medical Practitioner and are unable to carry out all parts of their normal occupation.

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

**Effective Time** shall mean whilst a Policyholder is:

- a. participating anywhere in the world in any activity recognised by the Group Policyholder or the Association to which the Policyholder is affiliated or
- b. travelling directly from home to the venue of any such activity within the United Kingdom and return therefrom.

**Emergency Dental Expenses** shall mean dental expenses necessarily incurred by the Policyholder if external oral impact results in damage to the Policyholder's teeth.

**Hospital** shall mean an establishment which either:

- exists primarily for the diagnosis, medical care and treatment of sick or injured people on an In-patient basis under the supervision of Qualified Medical Practitioner(s) one or more of whom is available for consultation at all times;
- provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by the establishment;
- provides full-time nursing service by and under the supervision of nursing staff.

'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.

**In-patient** shall mean a Policyholder who has gone through the full admission procedure and for whom a clinical case record has been opened and whose admission is necessary for the medical care and treatment of Bodily Injury or illness and not merely for any form of nursing, convalescence, rehabilitation, rest or extended care.

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

**Loss of Limb** shall mean with reference to:

- a. an arm physical severance of the four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand) or the permanent total loss of use of an entire hand or arm; and
- b. a leg - amputation of losing the use of a leg at or above the ankle (talo-tibial 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 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 People's Republic of China and the former constituents of the Union of Soviet Socialist Republics.

**Medical Expenses** shall mean all reasonable costs necessarily incurred as a result of Bodily Injury for Hospital, nursing home, ambulance, surgical or other diagnostic or remedial treatment given or prescribed by a Qualified Medical Practitioner.

**Parent or Legal Guardian** shall mean a parent 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.

**Period of Insurance** shall mean the period between and inclusive of the dates shown From: and To: on the Policy Schedule commencing at 00.01 hours on the earliest date shown and expiring at midnight on the latest date shown.

**Perkins Slade** shall mean Perkins Slade Limited registered in England Number 969374, Head Office 3 Broadway, Broad Street, Birmingham, B15 1BQ. Authorised and regulated by the Financial Services Authority (FSA) - registration number 302886.

**Permanent Disability** shall mean disability which has lasted for at least 12 months and from which ACE believes the Policyholder will never recover.



**Permanent Total Disablement** shall mean a Permanent Disability, caused other than by Loss of Limb, Loss of Sight in One/Both Eyes, Loss of Speech or Loss of Hearing which stops the Policyholder from carrying out gainful employment of any and every kind. **Premium** shall mean the amount shown on 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 who is registered or licensed to practise medicine under the laws of the country in which they practise other than a Policyholder or a member of the immediate family of a Policyholder.

**United Kingdom** shall mean England, Scotland, Wales and Northern Ireland (including the Isle of Man and the Channel Islands).

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

## Exclusions

1. ACE shall not be liable for payment of any benefit for Bodily Injury, loss or expense
  - a. after the expiry of the Period of Insurance during which the Policyholder attains the age of seventy five years;
  - b. by any Policyholder who is a professional sports person or professional entertainer, with the exception of full time paid coaches.
2. ACE shall not be liable:
  - a. for sickness or disease not directly resulting from Bodily Injury.
  - b. for disabilities arising from
    - i. Repetitive Stress (Strain) Injury or Syndrome or any gradually operating cause.
    - ii. Post Traumatic Stress Disorder or any psychological or psychiatric condition.
  - c. For the first £50 of each and every Claim in respect of Emergency Dental Expenses.
3. 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 Policyholder regardless of the state of their mental health.
  - b. pregnancy, childbirth, miscarriage or any consequence thereof.
  - c. the influence of solvents, drugs or medication upon the Policyholder, 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.
  - d. the Policyholder 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.
  - e. the Policyholder engaging in aviation as a pilot or crew member of a fixed wing or rotary propelled aircraft.
  - f. the Policyholder being 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.
  - g. War, whether declared or not,
    - i. in the United Kingdom or in the country in which the Policyholder is habitually resident;
    - 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.
  - j. 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 to put the public, or any section of the public in fear, caused by or arising in any way from or contributed by, directly or indirectly, Nuclear, Chemical or Biological Warfare or Terrorism.

## Conditions

1. This Policy 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 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 thirty 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. A Policyholder may cancel the insurance in respect of himself/herself alone by contacting the Customer Services Manager, ACE Service Centre, Ashdown House, 125 High Street, Crawley, West Sussex, RH10 1DQ, telephone 01293 726060, Fax 01293 726271 quoting policy details. Cover will cease from the date ACE receives such notice.
6. Where the Group Policyholder or a Policyholder 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.
7. A person or company who is not a party to this Policy has no rights under the Contracts (Rights of Third Parties) Act 1999 in respect of this Policy. This condition does not affect any right or remedy which exists or is available notwithstanding such Act.



8. It is hereby agreed between ACE and the Group Policyholder that:
  - a. this Policy shall be governed and construed in accordance with the Law 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.
9. It is the Group Policyholder's responsibility to provide complete and accurate information to ACE through Perkins Slade when applying for the Policy and throughout the life of this Policy. It is important that the Group Policyholder (and Policyholder where appropriate) ensures all statements made in the application, over the telephone, on claim forms and other documents are full and accurate. Please note that if the Group Policyholder/Policyholder 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.
10. The benefits under this Policy may not be assigned by the Policyholder. 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.
11. 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.

### Claims Provisions

1. On the happening of any occurrence likely to give rise to a claim under this Policy notice shall be given to the Claims Service Team, Perkins Slade Limited, 3 Broadway, Broad Street, Birmingham, B15 1BQ within 60 days or as soon as reasonably possible after the date of the occurrence.
2. The Policyholder shall at their own expense furnish to ACE or its agents such certificates, information and evidence as ACE may from time to time reasonably require in the form prescribed by ACE. ACE or its agents shall be allowed at its own expense, upon reasonable notice to the Policyholder, to request a medical examination of a Policyholder 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 anyone acting on the Group Policyholder's behalf or by a Policyholder or any Policyholder's legal representatives to obtain benefit under this Policy ACE shall be under no liability in respect of such claim.
4. The Policyholder 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 Policyholder's failure to obtain and follow such advice and use such appliance or remedies as may be prescribed.
5.
  - i. ACE will pay the Benefit Amount for accidental death to the estate of the deceased Policyholder 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 Policyholder is 18 or over ACE will pay the Benefit Amount for Loss of Limb or Loss of Eye to the Policyholder 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.
  - iii. If the Policyholder is under 18 ACE will pay the Benefit Amount for Loss of Limb or Loss of Eye 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.

### Complaints Procedures

Any query should in the first instance be addressed to the Sports Department at Perkins Slade, 3 Broadway, Broad Street, Birmingham, B15 1BQ, quoting name, address and policy details. If the matter is not resolved satisfactorily, a complaint should be made in writing to the Customer Services Manager, ACE Service Centre, Ashdown House, 125 High Street, Crawley, West Sussex, RH10 1DQ, telephone 01293 726060, Fax 01293 726271 quoting policy details.

The existence of this complaints procedure does not affect any right of legal action you may have against ACE.

The **Financial Ombudsman Scheme** (the FOS), may be approached for assistance if there is dissatisfaction after receipt of ACE's final response. The FOS's contact details are given below. A leaflet explaining the procedure is available on request. It's contact details are: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR

Phone: 0845 0801 800 Fax: 020 7964 1001

e-mail: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk)

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

### Financial Services Compensation Scheme

In the unlikely event of ACE being unable to meet its liabilities, a Policyholder may be entitled to compensation under the Financial Services Compensation Scheme. Their contact details are: Financial Services Compensation Scheme, 7<sup>th</sup> Floor Lloyds Chambers, Portoken Street, London, E1 8BN Fax: 020 7892 7301



**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 Policyholder'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 or 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 or 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 Policyholder only for so long as it is appropriate. In accordance with an individual's Subject Access rights, when asked, ACE will tell any Policyholder or Policyholder what information they hold about them and provide it to them in accordance with applicable law. Any information found to be incorrect will be corrected promptly.



## Personal Accident Insurance Group Policy Summary

This Policy Summary does not contain the full terms and conditions of your Personal Accident Insurance. Please refer to the Group Policy Document for full details.

### keyfacts<sup>®</sup>

#### Insurer

This insurance, arranged under the Perkins Slade Sports Scheme, is underwritten by ACE European Group Limited (ACE), whose main business is general insurance, and is registered in England No. 1112892, Head Office: ACE Building, 100 Leadenhall Street, London EC3A 3BP. ACE is authorised and regulated by the Financial Services Authority (FSA) Registration number FRN202803. Full details can be found on the FSA's Register by visiting <http://www.fsa.gov.uk/register> or by contacting the FSA on 0845 606 1234.

#### Duration

This insurance is valid from the 1 January 2005, until 31 December 2005 and each subsequent 12-month period for which ACE accepts renewal.

#### Cover

Personal Accident Insurance is provided to members (Policyholders) between the ages of 3 years and 75 years, whilst participating in any activity anywhere in the world, which is recognised by the Group Policyholder or the Association to which the Policyholder is affiliated. This includes whilst the Policyholder is travelling directly between their home address and the venue of activity anywhere in the United Kingdom

#### Significant Features & Benefits

- Accidental Death £5,000\*
- Permanent Total Disablement £50,000\*
- Loss of Limb, Sight, Speech or Hearing £50,000\*
- Emergency Dental Treatment up to £500
- Hospitalisation £30 per day for up to 25 days
- Convalescence £100
- Broken Bones £100 Arm - £200 Leg\*\*

#### Significant Exclusions or Limitations

ACE will not be liable for any Bodily Injury, Loss or Expense as a result of:

- Being under the influence of alcohol, solvents or drugs
- Committing suicide, attempted suicide, self-inflicted injury or an illegal act
- Pregnancy or childbirth
- Engaging in professional sports, entertainment or flying as a pilot or crewmember of a fixed wing or rotary propelled aircraft
- Being a member of the armed forces
- War
- \*Benefits reduced by 50% in respect of Policyholders aged 70 or over
- \*\*Benefit and maximum amount payable shall be reduced by 50% in respect of Policyholders aged 65 or over.



**Cancellation Rights**

A Policyholder has a right to cancel their individual cover within 14 days of the commencement date of cover by writing to the Customer Services Manager, ACE Service Centre, Ashdown House, 125 High Street, Crawley, West Sussex, RH10 1DQ, quoting name, address and policy. Cover will cease from the date ACE receives such notice. As no specific premium has been charged for this insurance, no refund will be given should a Policyholder wish to cancel.

ACE may cancel this Group Policy by sending 30 days written notice to the Group Policyholder at last known address.

**Claims**

If you have a claim you should contact Claims Service Team, Perkins Slade Limited, 3 Broadway, Broad Street, Birmingham, B15 1BQ, within 60 days or as soon as possible after the date of the occurrence.

**Complaints Procedure**

Any complaint in the first instance should be addressed to the Sports Department at Perkins Slade, 3 Broadway, Broad Street, Birmingham, B15 1BQ, quoting name, address and policy details. If the matter is not resolved satisfactorily, a complaint should be made in writing to the Customer Services Manager, ACE Service Centre, Ashdown House, 125 High Street, Crawley, West Sussex, RH10 1DQ, telephone 01293 726060, Fax 01293 726100 quoting policy details.

The Financial Ombudsman Service may be approached for assistance if there is still dissatisfaction after ACE's final response. Its contact details are: South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

Telephone: 0845 080 1800 Facsimile: 0207 964 1001. Email: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk) A leaflet is available on request. The existence of these complaints procedures does not effect any right or legal action you may have against ACE.

**Compensation Scheme**

In the unlikely event of ACE being unable to meet its liabilities, you may be entitled to compensation under the Financial Services Compensation Scheme. Its contact details are: Financial Services Compensation Scheme, 7<sup>th</sup> Floor Lloyds Chambers, Portsoken Street, London, E1 8BN.