

Oval Insurance Broking Ltd

Group Personal Accident Insurance



Personal Accident

Issuing Broker	Oval Insurance Broking Ltd				
Certificate No.	OGA 45006 T				
Assured	Penarth & Dinas Runners				
Period of Insurance from	1 st April 2010 to 31 st March 2011 inclusive (and/or for such further period(s) as may be mutually agreed between the Underwriters and the Assured)				
Date Certificate prepared	20 th April 2010				
Premium	£232.00	IPT	£11.60	Total	£243.60
COVER B	Benefits applicable Items 1-9 as attached schedule of compensation.				

Authorisation Clause

This is to Certify that in accordance with the authorisation granted under Contract No. HSB13002 to the above named Issuing Broker by certain Underwriters at Lloyd's whose names, which will be supplied on application, may be ascertained by reference to the said Contract which bears the seal of the Lloyd's Policy Signing Office, and in consideration of the premium specified herein, the said Underwriters are hereby bound each for his own part and not one for another, their Heirs, Executors and Administrators, to indemnify the Assured to the extent and in the manner detailed herein.

In Witness Whereof this Certificate has been signed on:

Date: 20 April 2010



By:.....

Oval Personal Accident and Travel is a division of
Oval Insurance Broking Limited
Registered Office: 9 South Parade,
Wakefield WF1 1LR
Registered in England No: 01195184
Authorised and regulated by the
Financial Services Authority

Group Personal Accident Insurance

Insuring Clause

The Underwriters agree to pay in accordance with the Schedule of Benefits if during the Period of Insurance the Insured Person sustains Accidental Bodily Injury as defined herein, subject always to the terms, conditions, provisions, limitations and exclusions hereof.

Schedule of Benefits

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

- | | | |
|------------------------------------------------------------------------------|---|--------------------|
| 1. Death | } | |
| 2. Loss of one limb..... | } | |
| 3. Total and irrecoverable loss of sight of one eye | } | as per Schedule of |
| 4. Loss of two limbs..... | } | Benefits attached |
| 5. Total and irrecoverable loss of sight of both eyes..... | } | |
| 6. Loss of one limb and Total and irrecoverable loss of sight of one eye.... | } | |
| 7. Permanent Total Disablement | } | |
| 8. Temporary Total Disablement | } | as per Schedule of |
| 9. Temporary Partial Disablement..... | } | Benefits attached |

Compensation in respect of Items 8 or 9 shall be payable for such period or periods during which the Insured Person shall be disabled up to but not beyond 108 weeks from the date on which he first becomes disabled excluding the first 4 weeks of disablement.

Item 8 and 9 shall not be payable to Insured Persons aged under 16 years of age or Insured Persons who are not in gainful employment

Medical Expenses, in excess of any other valid or collectable insurance, incurred in respect of Items 1 to 9
Up to £50 per £1,000 of the Benefit Amount paid or 15% of the total amount paid under Items 8 or 9, whichever is the greater subject to a maximum of £1,000.

Insured Persons & Operative Time

Insured Persons

All members of the Clubs who have joined the scheme.

Operative Time

- (A) Travelling to and from, and participating in athletics at any meeting organised by or recognised by UK Athletics Ltd, including travelling directly to and from meetings.
- (B) Travelling to and from, and participating in any training session organised by the Group Policyholder and / or UK Athletics Ltd, including travelling directly to and from training sessions.

Age limits are subject to a minimum 5 years to 80 years but reduced to 70 years for any athlete in competition.

Aircraft Accumulation Limit &/or Occurrence Limit Any One Accident

In respect of Insured Persons travelling in the same aircraft and/or any one occurrence, the Underwriters' total liability shall not exceed in all the following limit£2,000,000

In the event of an aircraft accumulation limit and/or occurrence limit exceeding this figure, the Underwriters' liability in respect of each Insured Person shall be proportionately reduced until their total liability does not exceed the said limit.

Group Personal Accident Insurance

Endorsements

Schedule of Benefits and Sums Insured

	18 years of age or over	Under 18 years of age
Item 1 Accidental Death	£25,000	£2,500
Item 2 Loss of One Limb	£25,000	£2,500
Item 3 Total and irrecoverable loss of sight of one Eye	£25,000	£2,500
Item 4 Loss of two Limbs	£25,000	£2,500
Item 5 Total and irrecoverable loss of sight of both Eyes	£25,000	£2,500
Item 6 Loss of one Limb and Total and irrecoverable of Sight of one eye	£25,000	£2,500
Item 7 Permanent Total Disablement	£25,000	£2,500
Item 8 Temporary Total Disablement	£250 per week or 100% Of the Insured Persons Net Weekly Wage Whichever Is the lesser	
Item 9 Temporary Partial Disablement	£100 per week or 40% Of the Insured Persons Net Weekly Wage Whichever Is the lesser	

Cover for Items 8 and 9 are restricted to up to £50 per week out of pocket expenses only for Insured Persons aged under 16 years of age or Insured Persons who are not in gainful employment.

It is hereby noted and agreed that Benefits 2-6 of the Schedule of Benefits are extended to include:

Loss of Hearing	a) in both Ears	£10,000	£1,000
	b) In one Ear	£2,500	£250
Loss of, or Permanent Total Loss of use of:	a) One Thumb	£5,000	£500
	b) Any Finger	£2,500	£250
	c) One Big Toe	£2,500	£250
	d) Any other Toe	£750	£75
Permanent Total Loss of use of:	a) Shoulder or Elbow	£6,250	£625
	b) Wrist	£5,000	£500
	c) Hip, Knee or ankle	£5,000	£500

It is further noted and agreed that for any other Permanent disability not listed above, the benefit amount shall be calculated by assessing the degree of disability relative to the above scale without reference to the Insured Person's occupation.

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

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

PERMANENT TOTAL LOSS – shall mean which lasts twelve months and at the end of that period is beyond hope of improvement.

IT IS HEREBY NOTED AND AGREED THAT

the definition of Benefit 7 – Permanent Total Disablement – is deemed to be amended to read 'Disablement which prevents the Insured Person from engaging in any and every occupation' and not as previously stated

Benefit 8 – Temporary Total Disablement shall mean temporary disablement resulting from an accident which prevents an Insured Person from engaging in any occupation.

Benefit 9 – Temporary Partial Disablement shall mean temporary disablement resulting from an accident which prevents an Insured Person from engaging in a substantial part of any occupation.

Cover here excludes all claims arising from or attributable to Repetitive Stress or Strain Injury or Syndrome or any gradually operating cause.

Group Personal Accident Insurance

Definitions

“**Bodily Injury**” means identifiable physical injury which

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

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

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

“**Loss of a limb**” means permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes permanent total and irrecoverable loss of use of hand, arm or leg.

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

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

“**Temporary Partial Disablement**” means disablement which prevents the Insured Person from attending to a substantial part of their usual occupation.

Insured Persons and Age Limits

Each Insured Person shall be deemed a separate Insurance.

For female Insured Persons the words he, him and his appearing in the wording of this Insurance shall be deemed replaced by she and her.

Except where the Underwriters’ specific prior agreement has been obtained, no cover shall attach hereunder in respect of any person aged 81 years or more at the commencement date of the Period of Insurance.

Exclusions

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

1. the Insured Person’s suicide, attempted suicide, intentional self injury or deliberate exposure to exceptional danger (except in an attempt to save human life), or the Insured Person’s own criminal act.
2. the Insured Person engaging in riding or driving in any kind of race, or in any form of operational duties as a member of the armed forces, or in mountaineering or rock climbing normally requiring the use of ropes or guides.
3. the Insured Person engaging in aerial activities other than air travel as a passenger.

War and Terrorism 168 Hours Cancellation Clause

Notwithstanding any provision to the contrary within this insurance, or any endorsement thereto, it is agreed that this insurance, is extended to include any bodily injury directly or indirectly caused by, resulting from, or in connection with any of the following;

War, hostilities or warlike operations (whether war be declared or not), Invasion, Act of an enemy foreign to the nationality of the insured person or the country in, or over, which the act occurs, Civil war, Riot, Rebellion, Insurrection, Revolution, Overthrow of the legally constituted government, Civil commotion assuming the proportions of, or amounting to, an uprising, Military or usurped power, Explosions of war weapons, Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the insured person whether war be declared with that state or not, Terrorist activity.

always provided;

- a) That the Insured person(s) are not actively participating in any, or all, of the above, and
- b) That none of the above are the result of the utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined.

For the purpose of this extension;

- i) Terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or governments(s).
- ii) Utilisation of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.

Group Personal Accident Insurance

War and Terrorism 168 Hours Cancellation Clause - *Continued*

iii) Utilisation of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.

iv) Utilisation of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

Notwithstanding the foregoing Underwriters reserve the right to give the Assured not less than 168 hours notice of cancellation in respect of the inclusion of any, or all, of the perils listed above. Such notice shall be deemed to have been received by the Assured at the time and date that it is received by the intermediary through whom this policy was most directly negotiated with Underwriters.

Conditions

The Underwriters shall only be liable:-

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

In respect of the consequences of the same accident no claim shall be payable under more than one Item in the Schedule of Benefits, except for payment in respect of Temporary Partial Disablement preceding or following Temporary Total Disablement.

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

No weekly benefit shall become payable until the total amount thereof has been ascertained and agreed. If, nevertheless, interim payments be made for weekly benefit, the total of the amounts so paid shall be deducted from any lump sum becoming payable hereunder in respect of the consequences of the same accident.

Data Protection Act Any information provided to the Underwriters regarding the Assured &/or Insured Person will be processed by the Underwriters, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

Law applying to this contract The Underwriters and the Assured are entitled to choose the law applying to this insurance contract. In the absence of any written agreement to the contrary, the law of England shall apply to this insurance contract.

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

Disappearance Clause

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

Hijack and Kidnap Extension

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

Group Personal Accident Insurance

Procedural Conditions for Claims

Written notice shall be given to the Underwriters as soon as practicable of any accident or incident which causes or may cause a claim to be made under this Insurance. If disablement results or may result, the Insured Person must place himself as early as possible under the care of a qualified medical practitioner.

In the event of a claim hereunder, the Insured Person shall allow the medical adviser or advisers appointed by the Underwriters to examine him as often as may be deemed necessary by the Underwriters.

All correspondence and supporting documentation in connection with claims should be sent to the Issuing Broker who has validated this Certificate, quoting the Certificate Number and the Broker's Reference.

Claims under this Insurance shall be payable to the Assured or their nominees.

Notice to the Proposer / Assured. The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this Insurance shall be subject to English Law.

Any enquiry or complaint concerning this Insurance should in the first instance be addressed to the Broker who has signed this Certificate. If you are not satisfied with the manner in which your complaint has been dealt, you may ask the Complaints and Advisory Department at Lloyd's to review your case without prejudice to your rights in law.

The address is:

**Complaints Department,
Lloyd's,
One Lime Street,
London EC3M 7HA.
Telephone 020-7327-5693.**