



A G DORÉ & OTHERS – SYNDICATE 2526 AT LLOYD'S

**ACTIVE CHILDREN'S ACCIDENT INSURANCE
POLICY WORDING**

This is to certify that in consideration of the payment of the premium specified herein, A G Doré & Others Syndicate 2526 are hereby bound to insure in accordance with the terms, conditions, limitations and exclusions contained herein or endorsed hereon.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claims hereunder shall be forfeited.

In witness whereof this Policy has been signed at the place stated and on the date specified in the Schedule.

For further information regarding A G Doré & Others Syndicate 2526, please refer to our web site www.agdore.com

Doré Underwriting is the trading name for Doré Underwriting Services Limited (DUSL). DUSL binds insurances for and on behalf of A G Doré & Others Syndicate 2526 under Lloyd's service company agreement number B6063DUSL12X002 and is an appointed representative of Asta Managing Agency Limited, Registered Office: 5th Floor, Camomile Court, 23 Camomile Street, London, EC3A 7LL, United Kingdom. Registered in England No. 1918744.

Asta Managing Agency Limited is authorised and regulated by the Financial Services Authority (FSA) and is the Lloyd's Managing Agency for A G Doré & Others Syndicate 2526.

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Provided the **premium** has been paid by the **insured**, **underwriters** will provide to the **insured** the insurance detailed in this policy document, **schedule** and any attaching memoranda or endorsements subject to the terms, conditions, limitations and exclusions in this policy.

Definitions

The terms that appear in bold type in this policy are defined in section below:

Accident(al) shall mean a single and unexpected external event, not being the unintended consequence of an intended act, which occurs at an identifiable time and place.

Benefit means the sums stated in the **schedule** of compensation being the maximum amount payable by the **underwriters**.

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

Bodily injury means a specific non-psychiatric injury which is sustained by the **insured person** during the policy period and is caused by an **accident** and which solely and independently of any other cause, causes the **insured person** death or disablement (permanent or temporary).

Chemical means any toxic or poisonous chemicals, or their precursors which when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

Child(ren) means any person who is unmarried and under 18 years old.

Dental injury means an **accidental** injury caused by an external event to the teeth and supporting structures including damage to dentures or orthodontic appliance whilst being worn.

Dentist means a general dental practitioner who is currently listed on the General Dental Council's register of dentists. For the purpose of dental treatment provided outside the **United Kingdom**, dentist shall mean a general dental practitioner who is authorised to provide such dental treatment in the country in which such dental treatment is received.

Insured means the sports club as stated in the schedule.

Insured person means any **child** who is a playing member of the **insured** or their sibling, for whom a **premium** has been paid and declared to **underwriters**.

Limit of indemnity means the maximum amount of **underwriter's** liability.

Loss of hearing means permanent and total loss of hearing.

Loss of limb means:

1. in the case of a lower limb loss by physical severance at or above the ankle or permanent and total loss of use of a complete foot or leg;
2. in the case of an upper limb loss by physical severance of the four fingers at or above the meta carp phalangeal joints or permanent and total loss of use of a complete hand or arm.

Loss of sight means:

1. permanent and total loss of sight in both eyes if an **insured person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist;
2. in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

Loss of speech means total and permanent loss of speech.

Medical expenses mean pre-approved reasonable costs for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a registered medical or healthcare practitioner.

Operative time means the period of time during which an **insured person** is covered by this policy as stated in the **schedule**.

Parent or legal guardian means 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.

Paraplegia means the permanent total paralysis of the two lower limbs, bladder and rectum.

Permanent country of residence means the country in which the **insured person** has permanently resided for a period of 12 months or longer.

Permanent disablement means permanent and irrecoverable disablement as listed in the Permanent Disablement Schedule of Benefits.

Premium means the amount stated in the **schedule**.

Policy period means the period stated in the **schedule**.

Schedule means the document entitled "**SCHEDULE to the policy**" that relates to this policy.

Tetraplegia means the permanent and total paralysis of the two upper limbs and two lower limbs.

Underwriters means A G Doré & Others Lloyd's Syndicate 2526 and any other participating Lloyd's syndicates and/or insurance companies.

United Kingdom means Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

War means war, civil war, invasion, act of foreign enemies, hostilities (whether declared or not), rebellion, revolution, insurrection, military or usurped power.

We/us means A G Doré & Others Lloyd's Syndicate 2526

Permanent Disablement

Underwriters shall pay the **insured person** an amount appropriate of the **benefit** listed in the **schedule** and corresponding permanent disablement schedule of benefits if an **insured person** sustains **accidental bodily injury** provided that the **accident** giving rise to the **bodily injury** occurs during the **operative time** and within the **policy period**.

Permanent Disablement Schedule of Benefits

Permanent Disablement	Percentage payable
Tetraplegia or paraplegia	100%
Loss of Limb(s) one or more	100%
Loss of Sight in one or both eyes	100%
Loss of Hearing in both ears	100%
Loss of Hearing in one ear	25%
Loss of Speech	50%
Loss of thumb	20%
Loss of forefinger or big toe	15%
Loss of any other finger or toe	10%
Permanent loss of use of back or spine (excluding neck or cervical spine) without cord involvement	40%
Permanent loss of use of hip, knee or ankle	40%

Permanent loss of use of neck or cervical vertebrae without cord involvement	30%
Permanent loss of functional use of shoulder, elbow or wrist	20%

Extensions to Personal Accident

Hospital inpatient and intensive care expense

In the event that the **insured person** is admitted to hospital as an inpatient as the direct result of **bodily injury** the **underwriters** will pay the **insured person** GBP50 per day or part thereof, this amount will be increased to GBP100 per day or part thereof if the **insured person** is in intensive care for a maximum period of 60 continuous and consecutive days.

Personal accident exclusions

Underwriters will not pay for losses resulting directly or indirectly from:

1. Flying except as a full fare paying passenger in a scheduled or charter flight
2. The **insured person's** exposure to danger, hazardous activity or extreme sports except in the course of his/her employment or in an attempt to save human life
3. Any pre-existing degenerative process or gradually operating cause.

Personal accident conditions

1. Any **permanent disablement** not specifically defined in the table above shall be calculated by assessing the disablement relative to the permanent disablement schedule of benefits above without reference to the **insured person's** occupation
2. In the event of an **insured person** sustaining **bodily injury** that results in **permanent disablement** under more than one benefit the total amount payable shall not exceed 100% **permanent disablement** amount stated in the **schedule**
3. If a claim is payable for the loss of a part of the body further claims for any component part cannot also be made.
4. No payment will be made for **permanent disability** deemed by **underwriters** to be 5% or less as

measured against the Permanent Disablement Schedule of Benefits.

5. **Insured persons** must wear a appropriate protective helmet at all times whilst cycling, and other protective clothing where it is customary to do so whilst participating in organised sport or where required by the **insured** or the **insured person's** sports club or school. If a cycling helmet or protective clothing is not worn, the 100% **limit of indemnity** stated in the **schedule** shall be reduced by 50%.

Facial disfigurement

In the event of the **insured person** sustaining **accidental** permanent facial disfigurement, during the **policy period**, **underwriters** shall indemnify the **insured person** for the reasonable costs incurred in undergoing reconstructive plastic surgery up to the **limit of indemnity** is as stated in the **schedule**.

Facial disfigurement exclusions

Underwriters will not pay for pre-arranged elective cosmetic surgery.

Facial disfigurement conditions

1. **Insured persons** must wear protective helmets or face masks where it is customary to do so whilst participating in organised sport or where required by the **insured** or the **insured person's** sports club or school. If such a protective helmet or face mask is not worn, the **limit of indemnity** stated in the **schedule** shall be reduced to GBP12,500 and the **insured person** shall retain as self insured 50% of each and every loss.
2. Costs for reconstructive facial surgery shall not be affected by or have reference to gender, age, social or cultural norms.
3. No payment will be made for facial disfigurement affecting an area of less than one square centimetre or 2 centimetres in length.

Emergency dental treatment

If during the **policy period** the **insured person** suffers **dental injury** the **underwriters** shall indemnify the **insured person** for the costs incurred in undergoing necessary dental treatment by a **dentist** for the sole purpose of

treatment for the insured **dental injury** up to the **limit of indemnity** stated in the **schedule**.

Emergency dental treatment exclusions

Underwriters will not pay for:

1. losses resulting directly or indirectly in the **insured person** not wearing protective helmets or face masks where it is customary to do so whilst participating in organised sport or where required by the **insured** or the **insured person's** sports club or school;
2. routine **dental treatment** or check-ups;
3. any pre-existing dental injury or dental decay of any type;
4. **dental treatment** undergone more than 18 months after the original dental injury; or
5. where the need for **dental treatment** does not become apparent within 7 days of the dental injury.

Emergency dental treatment conditions

Insured persons must wear a correctly fitting and serviceable mouthguard when participating in contact sports. If a correctly fitting and serviceable mouthguard is not worn, the **limit of indemnity** stated in the **schedule** shall be reduced to GBP6,250 and the **insured person** shall retain as self insured 50% of each and every loss.

General exclusions

Underwriters will not have any liability under this policy for, or directly or indirectly arising out of, or in any way involving:

1. Motorsports and equestrian sports of any kind
2. Being under the influence of any drug or controlled substance (other than drugs legally prescribed by a registered medical practitioner and used as directed by the registered medical practitioner);
3. Suicide or attempted suicide, and parasuicidal behaviour;
4. An **insured person** who is deemed to be under instruction from or employed by the armed forces of any country, and which arises from the active participation of that **insured person** within the theatre of war;
5. The discharge, explosion, or use of any weapon designed or intended to

- cause death or serious injury, whether or not employing nuclear fission or fusion, or chemical, biological, radioactive or similar agents, by any party at any time for any reason;
6. Ionising radiation or contamination by radioactivity from any nuclear fuel or waste from the combustion of nuclear fuel;
 7. **War** in the United Kingdom and permanent country of residence.

General conditions

Assignment

This policy cannot be assigned without the prior written consent of **underwriters**.

Avoidance by underwriters

If **underwriters** are entitled, for any reason, to avoid this policy ab initio, **underwriters** may at their absolute discretion elect instead to give notice to the Insured that it regards this policy as being in full force and effect, except that no indemnity will be given under this policy that arises from or is related to the ground(s) that entitled **underwriters** to avoid this policy.

Benefits payable

If the **insured person** is under the age of 18 years year at the time of the claim payment being made by the **underwriters**, the amount for the agreed claim will be paid to the **parent or legal guardian** of the **insured person**, for the benefit of the **insured person**. The **parent or legal guardian**'s receipt shall be a full discharge of all liability by the **underwriters** in respect of the claim for such benefit or the assessed percentage.

Cancellation

1. This policy may be cancelled at any time by or on behalf of **underwriters** by 30 days notice given in writing to the Insured at their last known address or registered office (if a company) and the **premium** shall be adjusted on a pro rata basis.
2. This policy will immediately and automatically be cancelled, without the need to provide written notice, in the event of any of the following:
 - a. The presentation of a petition seeking the appointment of a receiver or the making of a winding up order or the

- appointment of an administrator over the Insured or the making of any court order to that effect;
- b. The passing of a resolution for the appointment of a liquidator, receiver or administrator or on the appointment of a liquidator, receiver, or administrator over any of the Insured's assets;
 - c. The suspension by the **insured** of payment of its debts or any threat by the **insured** to do so or the entering into of a voluntary arrangement or other scheme of composition with its creditors by the **insured**;
 - d. Or the equivalent court application, order, appointment or arrangement in any jurisdiction in which the Insured may be domiciled.

Contracts (Rights of Third Parties) Act 1999

No rights to enforce any term of this policy under the Contracts (Rights of Third Parties) Act 1999 are given to any person who is not a party to this policy but this does not affect any right or remedy of any such person that arises apart from that Act.

Contribution

Any matter in respect of which the **insured** is (or but for the existence of this policy would be) entitled to indemnity under any other contract of insurance, except where such other insurance is written as specific excess insurance to provide an indemnity in excess of the amount payable under this policy.

Data Protection Act 1998

It is agreed by the **insured** that any information provided to **underwriters** regarding the **insured** and/or **insured persons** will be processed by **underwriters**, in compliance with the provisions of the Data Protection Act 1998, for any purposes in connection with or relating to this policy, which may necessitate providing such information to third parties.

Dispute resolution

1. All matters in dispute between the **insured** and **underwriters** arising out of

or in connection with this insurance will be referred to a mediator to be agreed by the parties within 14 working days of any dispute arising under the insurance. If a mediator is not agreed then either party may apply to the Centre for Effective Dispute Resolution ('CEDR') for the appointment of a mediator. The parties agree to share equally the costs of CEDR and of the mediator and that the reference of the dispute to mediation will be conducted in confidence.

2. Both the **insured** and **underwriters** agree to perform respective continuing obligations under this insurance, if any, while the dispute is resolved unless the nature of the dispute prevents such continued performance of those obligations.
3. If any such dispute is not resolved by mediation or the parties cannot agree upon the appointment of a mediator or the form that the mediation will take the dispute will be referred by either party to be determined and be subject to the exclusive jurisdiction of the Courts of England & Wales.
4. Any failure by either party to agree mediation will be referred to on the issue of costs.

Duty to cooperate

As a condition precedent to the right to be indemnified under this policy the **insured** must:

1. Promptly provide to **underwriters** full details concerning any claim and/or any circumstance(s) likely to give rise to a claim and/or any matter(s) where **the insured** has requested to be indemnified under this policy;
2. Promptly and on a continuous basis provide such co-operation and assistance as **underwriters** and their representatives, legal advisers and/or agents may reasonably require;
3. Provide, at the Insured's own expense, to **underwriters** such certificates, information and evidence as they may from time to time reasonably require.
4. Undergo an independent medical examination when requested by the **underwriters**, the cost for said medical examination will be paid by the **underwriters**.

Eligibility

To be eligible to benefit from cover under this policy **insured persons** must be under the age of 18 years at the inception or renewal date of this policy.

Fraudulent or false claims

If the **insured** or **insured person** makes any claim under this policy (or has made a claim under any previous policy) which the **insured** knows or ought to know to be false or fraudulent in any way, this policy shall be cancelled ab initio and all rights of the **insured** under this policy shall be forfeited. And the **underwriter** shall seek to recover all payments made and costs incurred.

Governing law

This policy and any disagreement arising from it shall be governed by and construed in accordance with the law of England and Wales unless otherwise agreed between the **insured** and the **underwriters**.

Interest

No benefit shall carry interest

Interpretation

In this policy:

1. 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;
2. 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;
3. The headings herein are for reference only and shall not be considered when determining the meaning of this policy.

Claim notification

As a condition precedent to the right to be indemnified under this policy the **insured** must ensure that **underwriters** are notified as soon as practicable of any:

1. claim;
2. circumstance(s) of which the **insured** becomes aware which is (or are) likely to give rise to a claim;

Such notification shall include full details of the accident or event giving rise to the claim, circumstance(s) likely to give rise to a claim.

Failure to notify **underwriters** as soon as practicable may result in the claim being declined or payment reduced. Claim forms are available from:

Davies Group Ltd
2nd Floor, East Court
Riverside Park
Stoke on Trent
Staffordshire ST4 4DA
Claim line +44(0) 844 856 2390
Email dsc@davies-group.com

Premium payment

1. As a condition precedent to the right to be indemnified under this policy the **insured** undertakes that **premium** will be paid in full to **underwriters** within sixty days of inception of this policy (or, in respect of instalment **premiums**, when due).
2. If the **premium** has not been so paid by the sixtieth day from the inception of this policy (and, in respect of instalment **premiums**, by the date they are due) **underwriters** shall have the right to cancel this policy ab initio by notifying the **insured** via its insurance agent in writing. In the event of cancellation, premium is due to **underwriters** on a pro rata basis for the period that **underwriters** is on risk but the full policy **premium** shall be payable to **underwriters** in the event that any claim(s), circumstance(s) or loss(es) are notified prior to the date of termination.
3. Where the **premium** is to be paid through a London Market Bureau, payment to **underwriters** will be deemed to occur on the day of delivery of a premium advice note to the Bureau.

Proposal form

The proposal and all information contained within it, submitted by the **insured** or their representative to **underwriters** shall be the basis of, and be incorporated into, this policy

Subrogation

Underwriters shall be subrogated to all the rights of recovery of the **insured person** against any third party before or after any indemnity is given under this policy provided always that **underwriters** shall not exercise any such rights against the **insured** or any employee, former employee, volunteer, coach or member of the **insured** unless the loss in respect of which indemnity is provided under this policy was caused or contributed to by dishonesty or by a malicious act, error or omission by the **insured** or any employee, former employee, volunteer, coach or member of the **insured**. The **insured** and **insured person** shall, promptly and without charge, provide such assistance as **underwriters** may reasonably require in any subrogation.

Several liability

The obligations of each insurance company and Lloyd's syndicate (including the **underwriters** thereof) shall be several and not joint and shall be solely to the extent of that company's or syndicate's individual subscription. No such company or syndicate shall be responsible for the subscription of any other such company or syndicate who for any reason does not satisfy all or part of its obligations hereunder.

Complaints

Asta Managing Agency Limited is dedicated to providing the insured with a high quality service and we want to ensure that we maintain this at all times. If the insured feel that we have not offered insured a first class service please write and tell us and we will do our best to resolve the problem. If the insured has any questions or concerns about the insurance policy or the handling of a claim, the insured should, in the first instance, contact:

The Compliance Officer
Asta Managing Agency Limited
5th Floor, Camomile Court, 23 Camomile Street, London, EC3A 7LL
Tel. 020 7743 0900

In the event that the insured remains dissatisfied and wish to make a complaint it may be possible in certain circumstances for the insured to refer the matter to the Complaints Department at Lloyd's. Their address is:

Complaints Department
Lloyd's
One Lime Street, London, EC3M 7HA.
 Tel. 020 7327 5693
 Fax: 020 7327 5225
 Email: Complaints@lloyds.com

In the event that the Complaints Department is unable to resolve the insured's complaint, it may be possible for insured to refer it to the Financial Ombudsman Service

About the Financial Ombudsman Service (FOS)

The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products. Eligible complainants are: Private individuals and micro-enterprises ('micro-enterprises' will be able to bring complaints to the Ombudsman as long as they have an annual turnover of under EUR2 million and fewer than 10 employees.

The FOS will only consider a complaint if the insured are an eligible complainant and if:

1. the insurer has been given an opportunity to resolve it and
2. the insurer has sent the insured a final response letter and

3. the insured has referred its complaint to the FOS within six (6) months of the insurer's final response letter.

If we have given insured our final decision and insured are still dissatisfied, insured may then refer the matter to the Financial Ombudsman Service. Postal Address:
 Financial Ombudsman Service
 South quay Plaza
 183 Marsh Wall
 London E14 9SR

Referral to the Financial Ombudsman does not affect insured right to take legal action against Doré Underwriting

Making a complaint to the Financial Ombudsman Service (FOS) does not affect the insured's rights under this policy, but if the insured is not an eligible complainant then the informal complaint process ceases.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. The insured may be entitled to compensation from the Scheme if the insurer is unable to meet its obligations under this contract.

Entitlement to compensation under the Scheme depends on the type of business and circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme 7th floor, Lloyds Chambers, Portsoken Street, London E1 8BN or from their website (www.fscs.org.uk).