

Underwritten by



# RUGBY CLUBTOUR

Policy

Arranged by

**Marsh Commercial**



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Policy No.

## Schedule

Insured

The Rugby Football Union for and on behalf of the Insured Club

Insured Club

Period of Insurance

Departure Date

Premium £

Return Date

Including  %

Date insurance accepted and Section 6 cover operates

Insurance Premium Tax

Destination

Authorised Signatory



**THIS POLICY (AND THE SCHEDULE WHICH FORMS AN INTEGRAL PART OF THE POLICY) IS A LEGAL CONTRACT. IT NEEDS TO BE EXAMINED THOROUGHLY TO ENSURE IT MEETS THE INSURED'S REQUIREMENTS. IF IT DOES NOT MEET THE INSURED'S REQUIREMENTS THE INSURANCE ADVISER NEEDS TO BE CONTACTED WITHOUT UNDUE DELAY.**

**ANY FACTS WHICH THE COMPANY HAS TAKEN INTO ACCOUNT IN THE ASSESSMENT OR ACCEPTANCE OF THIS INSURANCE, AND ANY SUBSEQUENT CHANGES TO THOSE FACTS, NEED TO BE DECLARED. FAILURE TO DO SO MAY INVALIDATE THE POLICY OR RESULT IN CERTAIN COVERS NOT OPERATING FULLY. IF THERE ARE ANY DOUBTS AS TO WHETHER A FACT IS MATERIAL OR NOT, THE INSURANCE ADVISER NEEDS TO BE CONTACTED WITHOUT UNDUE DELAY.**

Royal & Sun Alliance Insurance plc (herein called the Company) and the Insured agree that the Policy the Schedule (including any Schedule issued in substitution) and any Endorsement shall be considered one Document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears.

The Proposal or any information supplied by the Insured shall be incorporated in the contract

The Company will provide the insurance described in this Policy subject to the terms and conditions for the Period of Insurance shown in the Schedule

## General Definitions

### Air Travel

Mounting into travelling in or dismounting from any fully licensed passenger carrying aircraft as a passenger but not as a member of the crew nor for the purpose of engaging in any trade or technical operation therein and while at any airport for the purpose of such travel

### Bodily Injury

This does not include sickness or disease or any naturally occurring condition or degenerative process or the result of any gradually operating cause

### Departure Date

The date shown in the Schedule on which the Insured Club intends to commence the Insured Journey

### Endorsement

Written evidence of an agreed change to the Policy

### Europe

The British Isles Europe (including Iceland islands in the Mediterranean and Russia west of the Ural Mountains) Turkey west of longitude 30° E Tunisia Israel those parts of Egypt Algeria and Morocco north of latitude 30° N Madeira and the Canary Islands

### Hijacked

Unlawful seizure of an aircraft or other conveyance in which the Insured Person is travelling

### Insured Club

The club organising the journey and proposing for this insurance

### Insured Journey

The journey to the Destination specified in the Schedule

The insurance operates (other than Sections 4A and 6) from the departure of the Insured Person from residence or the Insured Club (whichever occurs last in the United Kingdom) on or after the Departure Date until arrival back at such residence or Insured Club (whichever occurs first in the United Kingdom) on or before the Return Date

There is special cover under Sections 4A (Personal Money) and 6 (Cancellation) which is in force prior to setting out on the Insured Journey

If because of delay or interruption of public transport services the Insured Person is unable to complete the Insured Journey by the Return Date this Policy will be automatically extended for as long as is reasonable to allow all Insured Persons to return to their homes in the United Kingdom

### Insured Person

Any person travelling on the Insured Journey aged under 75 throughout the Insured Journey whose name has been notified to the Company and on whose behalf the Insured Club has paid the appropriate premium

### Medical Practitioner

Any legally qualified medical practitioner other than

- a) an Insured Person
- b) a member of an Insured Person's immediate family
- c) an employee of an Insured Person

### Minor

Any person who is under 18 years of age

### Nuclear Chemical or Biological Cause

Use of any nuclear weapon or device or the deliberate emission discharge dispersal release or escape of any solid liquid or gaseous chemical agent and/or Biological agent

Biological agent shall mean any pathogenic micro-organism and/or biologically produced toxin(s) including genetically modified organisms and chemically synthesised toxins

### Proposal

The proposal form (including the declaration) which the Insured Club completed and signed and any information supplied in addition to or in place thereof

### Return Date

The date shown in the Schedule on which the Insured Person intends to arrive home at the end of the Insured Journey

### Terrorism

Any act including but not limited to 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 including the intention to influence any government and/or to put the public or any section of the public in fear

### United Kingdom

England Scotland Wales and Northern Ireland

## General exclusions applicable to all sections of the policy

### The Company will not pay any claim which results from

- a) loss or destruction of or damage property loss or expense legal liability or any consequential loss directly or indirectly caused by or contributed to by or arising from
  - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- b) loss or damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

- 2 loss injury illness death cancellation curtailment change of itinerary delay expense or liability directly or indirectly attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof however caused
- 3 War invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
- 4 Terrorism occasioned by any Nuclear Chemical or Biological Cause

## General settlement conditions applying to all sections of the policy

### Playing Within The Rules

The Company will have no liability under this Policy in respect of any matter which the Insured does not comply in accordance with the requirements of this condition

It is a condition precedent to the Insured Club's right to be indemnified under this Policy that the Insured Club and each Insured Person must play within the rules regulations and laws of the appropriate governing body.

### Application of Excess

If any one incident or loss for any one Insured Person gives rise to a claim under more than one of the following Sections of the Policy the maximum amount the Company will deduct from the total of the claim for each Insured Person is £50

Section 2	Medical and Emergency Travel Expenses
Section 3	Personal Baggage
Section 4A	Personal Money
Section 5	Playing and Training Equipment
Section 6	Cancellation Curtailment and Change of Itinerary
Section 7	Travel Delay

### Reasonable Care

The Insured Club and each Insured Person must take all reasonable steps to avoid or minimise any loss damage or expense and must also make every effort to recover any property which has been lost

### Claims Notification

As soon as possible after the Insured Club is aware that an event has happened which may give rise to a claim the Insured Club must notify the Company in writing The Insured Club may wait until after the Journey but the Company must be advised of any claim within two months of the event For Medical Expenses claims the Insured Club should read the Section relating to the services of FirstAssist The Insured Club should also read the special conditions applicable to Personal Liability claims

### Evidence Required

The Insured Club must produce for the Company at the Insured Club's expense all the detailed particulars and evidence relating to the cause and amount of the loss damage or expense If the Company consider it necessary each Insured Person concerned must also agree to have a medical examination (which the Company will pay for) as often as the Company may require in connection with any claim following accident or illness

### Evidence Required - Travel Delay or Cancellation Curtailment and Change of Itinerary

If the Insured Club wishes to claim under Section 6 or 7 then the Insured Club must produce evidence from the carriers and their agents

- that the Insured Person checked in as required by the itinerary supplied to the Insured Club or the Insured Person
- reason for the delay, cancellation or change of itinerary
- length of the delay
- cost incurred by the cancellation or changed of itinerary

### Other insurances

If at the time of any event giving rise to a claim there is any other insurance policy in force which also covers the Insured Club or Insured Person for the same risk the Company will only pay a proportion of the claim The proportion will be determined by reference to the cover provided under each of the relevant policies Personal Accident Benefits are payable in full

### Fraud

If a claim under this Policy is shown to be fraudulent or if the Insured Club or any Insured Person have used fraudulent means to obtain benefit under this Policy then the Company have the right to refuse to pay any claim and to obtain recovery of any payment made

### Interest

Interest will not be added to any amount payable

### Assignment

The Company shall not be bound to accept or be affected by any notice of any trust charge lien assignment or other dealing with or relating to this Policy

### Subrogation Rights

The Company are entitled to take over the defence and settlement of any claim or to prosecute any claim in the name of the Insured Person for the Company's own benefit The Company have full discretion in the conduct of any proceedings and the settlement of any claim

### Other Interests

The Insured Club's receipt shall discharge the Company's liability to pay any further amount in respect of a claim The Insured Person or the Insured Person's personal representatives shall have no right to claim from or sue the Company If the Insured comprises more than one party having an interest in the Insured Person or the property insured the Company's settlement shall represent the total amount payable in respect of that Insured Person or property for all interests covered by this Policy

### Third Party Contract Rights

No person other than the Insured Club or the Company may enforce the terms of this Policy and the Provisions of the Contract (Rights of Third Parties) Act 1999 do not apply

## Section I Personal Accident

### The Cover

If during the Insured Journey an Insured Person sustains accidental Bodily Injury which within two years is the sole cause of Death or Disability for which the Benefit is claimed the Company will pay the appropriate Benefit

If an Insured Person suffers Death or Disability as the result of exposure to the elements the Company will consider that as having been caused by accidental Bodily Injury

### The Company will pay

#### Benefits

1) Death	£50,000
<b>Disability</b>	
2) Loss of one Limb or Eye	£50,000
3) Loss of two or more Limbs or both Eyes	£50,000
4) Permanent Total Disablement from gainful employment of any and every kind	£50,000
5) Permanent and total loss of hearing	
a) in both ears	£50,000
b) in one ear	£12,500

### Special definitions applying to Section I

#### Loss of Eye

Permanent and total loss of sight which will be considered as having occurred

- 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
- in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (this means seeing at 3 feet what you should see at 60 feet)

#### Loss of Limb - leg

Physical severance at or above the ankle or permanent and total loss of use of a complete foot or leg

#### Loss of Limb - arm

Physical severance of the four fingers at or above the meta carpo phalangeal joints (where the fingers join the palm of the hand) or permanent and total loss of use of a complete hand or arm

### Claims settlement conditions applying to section I

#### Limitation of Cover and Benefits

The Company will not pay in respect of any one Insured Person under more than one of Benefits 1 to 5a in connection with the same accident

If an accident happens which gives rise to a claim under Benefits 2 to 5a this Policy will not cover any further accidents to that Insured Person

### Disablement

Loss of Limb or Eye must be proven to the Company's reasonable satisfaction to be permanent and without expectation of recovery before the Company will pay Benefit 2 or 3

Total Disablement must have lasted for two years and must at the end of that time be proven to the Company's reasonable satisfaction to be permanent and without expectation of recovery before the Company will pay Benefit 4

Sometimes the full effects of an accident are not immediately apparent and although Loss of Limb or Eye may occur at the time of the accident the Company have to wait a reasonable length of time to ensure that the full effects are known Because of this if a Death Benefit is included but is less than the Benefits for Loss of Limb or Eye the Company will not pay more than the Death Benefit until at least thirteen weeks after the date of the accident and the Company will only then pay the balance if the Insured Person has not in the meantime died as a result of the accident

### Disappearance

In the event of the disappearance of an Insured Person if after a suitable period of time it is reasonable to believe that death has occurred as a result of accidental Bodily Injury the Death Benefit shall become payable subject to a signed undertaking that if the belief is subsequently found to be wrong the Death Benefit shall be refunded to the Company

### Minors

Benefit 1 will be limited to £10,000

### Exclusions to Section I

The Company will not pay

- any Benefit where Bodily Injury Death or Disability is the result of or is contributed to by
  - the Insured Person having taken a drug unless it was taken on proper medical advice and not for treatment of drug addiction
  - the Insured Person committing or attempting to commit suicide
- any Benefit if the Insured Person is travelling
  - against the advice of a Medical Practitioner
  - after having received a terminal prognosis from a Medical Practitioner
  - for the purpose of obtaining medical treatment
- any Benefit where Bodily Injury Death or Disability is a result of
  - playing or training or taking part in any match official training session at any ground or premises where the Insured Club or constituent body and/or school and/or referee society has arranged a fixture official training session or practice session
  - travelling directly to or directly from a match or official training session or practice session by a common carrier licensed to carry passengers including Air Travel as part of an organised party and in the case of a referee also by private type motor vehicle provided such travel is under the direction of the Insured Club or constituent body or school or referee society



## Section 2 Medical and Emergency Travel Expenses

### The Cover

If during the Insured Journey an Insured Person falls ill or sustains accidental Bodily Injury or dies the Company will indemnify the Insured Club on behalf of the Insured Person concerned in respect of Medical and Emergency Travel Expenses which are necessarily incurred as a direct result

### The Company will pay

Up to £5,000,000 for all Medical and Emergency Travel Expenses incurred in respect of any one Insured Person including Hospitalisation Benefit of £50 per day up to a maximum of £1,000 in all for each 24 hour period spent as an in-patient in Hospital as a result of Bodily Injury or illness

### Special definitions applying to Section 2

#### Medical Expenses

The cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a Medical Practitioner and all hospital nursing home and ambulance charges Dental and optical expenses are included only if necessitated by accidental Bodily Injury or incurred for emergency treatment

#### Emergency Travel Expenses

The additional cost (less any saving by or recovery available to the person concerned) of travel accommodation and rescue (including repatriation) incurred in respect of the Insured Person or of any relative or friend who has necessarily to travel to or remain with or escort the Insured Person in the case of death the Company will pay the necessary cost of funeral expenses (up to a maximum of £5,000 per Insured Person) and of transporting the body or ashes and that Insured Person's Personal Baggage to the United Kingdom.

#### Hospital

Any institution anywhere in the world which meets every one of the following criteria

- a) maintains permanent and full-time facilities for the care of overnight resident patients
- b) has diagnostic and therapeutic facilities for the surgical and medical diagnosis treatment and care of injured and sick persons under the supervision of a staff of Medical Practitioners

#### Hospitalisation

One admission or a series of admissions from the same accident or illness to a Hospital as a registered in-patient on the recommendation of a Medical Practitioner

### Exclusions to Section 2

#### The Company will not pay

- 1) any Medical Expenses or Hospitalisation Benefit incurred
  - a) in the Insured Person's normal country of residence other than those incurred within 3 months of the Insured Person's return to their normal country of residence and then for an amount not exceeding £25,000

- b) more than one year after the need for treatment arises
- 2) any claim which is the result of or is contributed to by
  - a) pregnancy or childbirth
    - i) if incurred within twelve weeks of the expected date of confinement
    - ii) if incurred more than twelve weeks before the expected date of confinement unless such expenses are incurred for emergency treatment
  - b) the Insured Person having taken a drug unless it was taken on proper medical advice and not for the treatment of drug addiction
  - c) any infirmity or condition receiving treatment in the twelve months preceding the Insured Journey
  - d) the Insured Person flying other than as a passenger in a multi-engined aircraft
- 3) any claim if the Insured Person is travelling
  - a) against the advice of a Medical Practitioner
  - b) after having received a terminal prognosis from a Medical Practitioner
  - c) for the purpose of obtaining medical treatment
- 4) the first £50 of each claim
- 5) dental expenses incurred for treatment which could reasonably be deferred until the Insured Person returns to the United Kingdom

#### In an Emergency

The Insured Club or an Insured Person can obtain immediate assistance by telephoning FirstAssist Please refer to pages 12 and 14 of this Policy

## Section 3 Personal Baggage

### The Cover

If during the Insured Journey an Insured Person's Personal Baggage is lost damaged stolen or destroyed the Company will indemnify the Insured Club on behalf of the Insured Person concerned for the cost of repair or replacement less an amount for wear and tear

#### Delayed Baggage

In the event of the Insured Person's Personal Baggage being lost for more than 12 hours the Company will reimburse the Insured Club on behalf of the Insured Person concerned up to £250 towards the necessary cost of purchasing replacement clothing toilet requisites and similar items Any amount paid in respect of such emergency purchases will be deducted from the total amount paid if the Personal Baggage proves to be permanently lost

#### The Company will pay

up to £2,500 in respect of any one Insured Person

### Special definition applying to Section 3

#### Personal Baggage

Clothing and personal effects suitcases trunks and other containers taken on the Insured Journey by the Insured Person It includes any such items which are acquired during the Insured Journey

#### Exclusions to Section 3

##### The Company will not pay

- 1) the first £50 of any claim arising out of a single incident except where the claim is for Delayed Baggage
- 2) more than 25% of the appropriate Sum Insured in respect of any one item
- 3) more than £250 aggregated between the Delayed Baggage and Delayed Playing and Training Equipment (Section 5) sections if the loss is as a result of the same incident
- 4) for loss of or damage to
  - a) money bonds negotiable instruments securities of any kind
  - b) contact lenses
  - c) Playing or Training Equipment
  - d) sports equipment while in use
  - e) motor vehicles pedal cycles caravans trailers surf or sailboards or parts of accessories on or in any one of them
- 5) for chipping scratching or breakage of glass china or other fragile articles unless due to fire theft or accident to the conveyance in which they were being transported
- 6) for claims or damage caused by
  - a) wear and tear depreciation moth vermin atmospheric or climatic conditions or an other gradually operating cause
  - b) any process of cleaning dyeing repairing or restoring
  - c) delay confiscation or detention by order of any government or Public Authority
- 7) for mechanical or electrical breakdown or derangement
- 8) for any Personal Baggage which is lost damaged stolen or destroyed while being shipped as freight or under a bill of lading

## Section 4a Personal Money

#### The Cover

If during the Insured Journey or the 72 hours immediately preceding the commencement of the Insured Journey an Insured Person loses their Personal Money or suffers financial loss solely as a result of a Credit Card being stolen or lost and subsequently being used by any person other than an Insured Person or a member of the Insured Person's family the Company will indemnify the Insured Club on behalf of the Insured Person concerned

#### The Company will pay

Up to £1,000 in respect of any one Insured Person

## Section 4b Passport Indemnity

#### The Cover

If during the Insured Journey an Insured Person loses their passport and as a direct result necessarily incurs additional travel and accommodation expenses abroad to enable them to obtain a replacement the Company will indemnify the Insured Club on behalf of the Insured Person concerned

#### The Company will pay

Up to £500 in respect of any one Insured Person

#### Special definitions applying to Section 4a

##### Personal Money

Coins bank and currency notes cheques postal and money orders travellers cheques travel tickets passports green cards and other coupons which have monetary value

##### Credit Card

Any credit charge cheque bankers or cash card issued to the Insured Person in the United Kingdom

#### Exclusions to Sections 4a and 4b

##### The Company will not pay

- 1) the first £50 in respect of loss of Personal Money or Credit Cards
- 2) unless the Insured or the Insured Person have reported the loss to the Police within 24 hours of discovery
- 3) for loss from any vehicle unless at the time of the loss the Personal Money or Credit Card was in a locked glove box or a locked boot which is self contained and separate from the passenger compartment
- 4) for loss of Personal Money exceeding £500 unless the amount in excess of £500 relates to travellers cheques or non cash losses
- 5) any claim following loss of a Credit Card unless the Insured Person has complied with all the terms and conditions under which the card was issued
- 6) for shortages or loss due to error omissions depreciation in value or confiscation or detention by customs or other lawful officials or authorities
- 7) any claim for loss of passport if the loss has not been reported to the consular representative of the relevant issuing country within 24 hours of discovery

## Section 5 Playing and Training Equipment

### The Cover

If during the Insured Journey an Insured Club's or Insured Person's Playing or Training Equipment is lost damaged stolen or destroyed the Company will indemnify the Insured Club (on behalf of the Insured Person concerned if appropriate) for the cost of repair or replacement less an amount for wear and tear

### Delayed Playing or Training Equipment

In the event of the Insured Club's or the Insured Person's Playing or Training Equipment being lost for more than 12 hours the Company will reimburse the Insured Club (on behalf of the Insured Person concerned if appropriate) up to £250 towards the necessary cost of purchasing replacement Playing and Training Equipment Any amount paid in respect of such emergency purchases will be deducted from the total amount paid if the Playing or Training Equipment proves to be permanently lost

### The Company will pay

Up to £500 in respect of Playing or Training Equipment owned by any one Insured Person

Up to £1500 in respect of Playing or Training Equipment owned by the Insured Club.

### Special definition applying to Section 5

#### Playing and Training Equipment

Sports clothing footwear rugby balls and associated equipment taken on the Insured Journey by the Insured Club or the Insured Person

### Exclusions to Section 5

#### The Company will not pay

- 1) the first £50 of any claim except where the claim is for Delayed Playing or Training Equipment
- 2) more than £500 in respect of any one item
- 3) for loss of or damage to Playing Training or sports equipment while in use
- 4) for loss or damage caused by
  - a) wear and tear depreciation moth vermin atmospheric or climatic conditions or any other gradually operating cause
  - b) an process of cleaning dyeing repairing or restoring
  - c) delay confiscation or detention by order of any government or Public Authority
- 5) for any Playing and Training Equipment which is lost damaged stolen or destroyed while being shipped as freight or under a bill of lading.

## Section 6 Cancellation Curtailment and Change of Itinerary

### The Cover

If after the date on which this insurance was accepted

- i) the Insured Club is forced to cancel or if after departure the Insured Club is forced to cut short or change the itinerary of the Insured Journey as a direct and necessary result of the circumstances outlined in sub paragraph g) below, or
- ii) the Insured Person is forced to cancel or if after departure the Insured Person is forced to cut short or change the itinerary of the Insured Journey as a direct and necessary result of the circumstances outlined in sub paragraphs a) to f) below
  - a) accidental Bodily Injury to or illness or death of the Insured Person or a relative
  - b) Insured Person being placed in quarantine being summoned for jury service being called as a witness in a court of law or being Hijacked
  - c) Insured Person being declared redundant within the terms of the Employment Protection Act or any subsequent employment legislation
  - d) Insured Person's home being rendered uninhabitable following accidental damage
  - e) Insured Person being required by the police to remain at home or to return home following theft at the Insured Person's home or place of business
  - f) delay or outright cancellation due to accident avalanche bomb scare criminal or Terrorism earthquake volcano fire flood Hijack industrial action mechanical breakdown riot or civil commotion strike provided that these had not been declared or started before the Insured Journey was commenced of air sea or rail services on which the Insured Person held a reservation to travel causing cancellation of the journey and if travel is by scheduled public transport adverse weather conditions provided that these had not been started or been forecast before the original reservations were made
  - g) unavoidable and outright cancellation of the entire tour due to any cause outside the control of the Insured Club

the Company will reimburse the Insured Club (or the Insured Club on behalf of the Insured Person concerned) up to £3,000 per Insured Person up to a total of £25,000 in respect of all individual claims arising out and directly occasioned by one circumstance incident or event

- a) in the case of cancellation
 

for all deposits advance payments and other charges for transport and accommodation which have been paid or will be payable and become forfeit under contract
- b) in the case of curtailment or change of itinerary
  - i) for all deposits advance payments and other charges for transport and accommodation which have been paid or will be payable and become forfeit under contract (proportionately following curtailment)

- ii) for the additional cost of travel and accommodation necessarily incurred to return the Insured Person to the United Kingdom or to enable the Insured Person to continue the Insured Journey less any amount recoverable elsewhere

### Exclusions to Section 6

#### The Company will not pay

- 1) any claim for cancellation following delay of a ship or aircraft if
  - a) the Insured Person fails to check in according to the itinerary supplied unless such failure was itself due to strike industrial action or adverse weather
  - b) the delay is due to the withdrawal from service temporarily or permanently of any ship or aircraft on the orders or recommendation of any Port Authority or the Civil Aviation Authority or any similar body in any country
- 2) disinclination to travel or the financial circumstances of any Insured Person
- 3) the first £50 of each Insured Person's claim
- 4) claim involving a person who is travelling or intending to travel
  - a) against the advice of a Medical Practitioner
  - b) after having received a terminal prognosis from a Medical Practitioner
  - c) for the purpose of obtaining medical treatment
- 5) any claim for cancellation or curtailment of the Insured Journey or withdrawal of an Insured Person by order of the Insured Club Team or Union except where due to injury or illness
- 6) any claim which is the result of or contributed to by
  - a) any infirmity or condition requiring treatment in the twelve months preceding the Insured Journey
  - b) any recurring chronic or continuing condition in respect of Insured Persons participating in Rugby Union Football during the Insured Journey
- 7) any claim arising from
  - a) riot civil commotion martial law political or labour disturbances act of Terrorism or industrial action or strikes which existed or of which warning had been given on or before the date on which this insurance was accepted
  - b) redundancy notified to the Insured Person or of which warning had been given on or before the date on which this insurance was accepted
  - c) Bodily Injury illness or death caused by or contributed to by any Insured Person
    - i) having taken a drug unless it was taken on proper medical advice and not for the treatment of drug addiction
    - ii) engaging in flying other than as a passenger in a multi-engined aircraft

- iii) committing or attempting to commit suicide
  - iv) being pregnant unless the pregnancy involves an unforeseen medical complication arising more than twelve weeks before the expected date of confinement and which necessitates Cancellation Curtailment or Change of Itinerary
- 8) any claim or loss of deposits and advance payments where such costs form part of a timeshare or similar agreement

## Section 7 Travel Delay

### The Cover

If the departure of the ship or aircraft on which the Insured Person is booked to travel on an Insured Journey is delayed because of strike industrial action adverse weather conditions or mechanical breakdown the Company will compensate the Insured Club for the inconvenience caused

### The Company will pay

- a) i) £20 if the Insured Person's departure is delayed for at least 12 hours
- ii) a further £10 for each additional full 12 hours up to a maximum of £60 in respect of any one Insured Person

### Exclusions to Section 7

#### The Company will not pay if

- a) the Insured Person fails to check in according to the itinerary supplied unless such failure was itself due to strike or industrial action
- b) the delay is due to strike or industrial action which existed on or which advance notice had been given on or before the date on which the journey was booked
- c) the delay is due to the withdrawal from service temporarily or permanently of any ship or aircraft on the orders of or recommendation of any Port Authority or the Civil Aviation or any similar body in any country

## Section 8 Personal Liability

### The Cover

The Company will indemnify each Insured Person and their personal representatives in respect of legal liability for damages arising from accidental

- a) bodily Injury to any person other than members of the Insured Person's family travelling companions or other Insured Persons covered by this policy other than in respect of liability arising out of the negligent supervision of Minors
- b) loss of or damage to material property happening during the Insured Journey

**The Company will pay**

- a) up to £2,000,000 in damages in respect of any one Event
- b) claimant's costs and expenses for which the Insured Person is legally liable in connection with the Event giving rise to a claim
- c) all other costs and expenses incurred with the Company's written consent

**Special definitions applying to Section 8**

**Event** one occurrence or all occurrences of a series consequent on or attributable to one source or original cause

**Injury** bodily injury, disease, mental injury, death or illness

**Claims settlement conditions applying to Section 8****Notification**

The Company will have no liability in respect of Personal Liability in respect of any matter which the Insured does not notify to the Company in accordance with the requirements of this condition

As a condition precedent to the Insured Club's or the Insured Person's right to be indemnified under this Policy the Insured shall give to the Company written notice as soon as practicable with full particulars of any claim or occurrence which may give rise to a claim

Every letter claim form writ summons and process must be forwarded to the Company immediately

The Insured Club shall notify the Company immediately upon becoming aware of any prosecution inquest or inquiry in connection with any occurrence which may give rise to a claim

**Rights of Recovery**

The Company shall be entitled to take over the defence or settlement of any claim or to prosecute any claim in the name of the Insured Person for the Company's own benefit and shall have full discretion in the conduct of any proceedings and the settlement of any claim

**Admission of Liability**

No admission offer promise payment or indemnity may be made by or on behalf of the Insured Club or the Insured Person without the Company's written agreement

**Final Settlement**

The Company may at any time pay the Insured Club or Insured Person or any personal representatives the amount for which a claim can be settled up to a limit of £2,000,000 (less any damages already paid) The Company will then be under no further liability other than for costs and expenses incurred prior to the Company making such a payment

**Exclusions to Section 8****The Company will not provide an indemnity**

where legal liability arises out of

- 1) the Insured Person's profession trade or business
- 2) loss of or damage to any property which at any time of the Event giving rise to such legal liability is owned by or held in trust by the Insured Person or is in their custody or control

- 3) the ownership possession or use by the Insured Person or on their behalf of any caravan mechanically propelled vehicle aircraft or other aerial device hovercraft or water-borne craft (other than hand-propelled or sailing craft in territorial waters)
- 4) wilful malicious or unlawful acts or under the influence of intoxicating liquor or drugs
- 5) an incident between two or more players on the field of play
- 6) in respect of loss of or damage to any property which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Insured Person This Exclusion shall not apply to loss or damage to premises including their fixtures and fittings leased or rented to the Insured Person where such legal liability has not been accepted by agreement

**Special Note - Holiday Accommodation**

Exception 2) and the reference to caravan in Exception 3) does not apply to loss or damage to premises (or static caravans used solely as accommodation) and their fixtures and fittings which are leased or rented to the Insured Person where such legal liability has not been accepted by agreement

## Guidance When Making a Claim

**Claim Notification**

Conditions that apply to the policy and in the event of a claim are set out in your policy booklet. It is important that you comply with all policy conditions and you should familiarise yourself with any requirements contained in the policy.

Directions for claim notification are included in the claims settlement conditions. Please be aware that events that may give rise to a claim under the insurance must be notified as soon as reasonably possible although there are some situations where immediate notice is required. Further guidance is contained in the policy booklet.

Claims conditions require you to provide us with any reasonable assistance and evidence that we require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- Your name, address, and your home and mobile telephone numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Police details where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable us to make an initial evaluation on policy liability and claim value. We may, however, request additional information depending upon the circumstances and value of the claim which may include the following:

Original purchase receipts, invoices, instruction booklets or photographs

Purchase dates and location of lost or damaged property

For damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair.

Sometimes we, or someone acting on our behalf, may wish to meet with you to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

### **Preferred Suppliers**

We take pride in the claims service we offer to our customers. Our philosophy is to repair or replace lost or damaged property, where we consider it appropriate, and we have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where we can offer repair or replacement through a preferred supplier but we agree to pay our customer a cash settlement, then payment will normally not exceed the amount we would have paid our preferred supplier.

Should you wish to make a claim under your policy please call our claims helpline on 0845 0716 204 as soon as possible. You must give us any information or help that we may reasonably ask for. You must not settle, reject, negotiate or agree to pay any claim without our written permission. Full details of how to make a claim are included in your policy document.

## **Appendix A How to Make a Claim**

### **For all claims other than medical emergencies:**

As soon as you are aware of a claim or a circumstance or event which could give rise to a claim under the policy please notify Marsh Commercial Claims either by telephone on 0845 0716 204 or by post at the following address:

PA and Travel Claims, RSA, Alexander Bain House, 15 York Street, Glasgow, G2 8LA

### **For medical emergencies:**

FirstAssist are a third party provider approved by RSA

#### **FIRSTASSIST**

32 High Street, Purley, Surrey, CR8 2PP

### **FirstAssist provide a 24 hour emergency service - so please bear 3 things in mind:**

- 1 In the event of serious illness or injury do not try to provide your own solution to your problems and subsequently ask us to pay for expenses incurred - this is not what an emergency service is for. FirstAssist need to be informed promptly of your problem. It is usually sensible whenever practical to obtain an initial report from a doctor before making your first call to FirstAssist.

This helps them to provide sensible advice and their medical experts can converse with their opposite numbers to ensure that a correct course of action is taken. The hotel receptionists camp site proprietor, etc. will normally be pleased to contact a local doctor on your behalf but if this proves difficult call FirstAssist.

- 2 You **must** leave FirstAssist to decide what is the most suitable, the most practical and the most reasonable solution to any problem
- 3 You **must** read the exclusions applicable to Section 2 (Medical Expenses) so that you are fully informed of the extent to which any expenditure by FirstAssist on your behalf can be reimbursed by this insurance

### **Your contact with the 24 hours emergency headquarters 365 days a year:**

Telephone: **+44(0)20 8763 3155**

Fax: **+44(0)20 8763 3035**

E-mail: **international.ops@firstassist.co.uk**

web: **www.firstassist.co.uk**

For your protection calls may be recorded or monitored.

The FirstAssist Emergency Centre is manned 24 hours a day (all holidays included) and Assistance Co-Ordinators are there to provide help and offer advice. The emergency telephone number should be contacted but in the event of your experiencing any difficulty you may send FirstAssist a fax quoting your name and policy number together with the contact numbers abroad. On receipt of your message FirstAssist will endeavour to contact you without delay.

### **Important**

It will be of great help to you and FirstAssist to refer to the special assistance request form before contacting them. Complete the appropriate form, which can be found on page 14, then call the Emergency Headquarters. Please endeavour to contact them from somewhere other than a public call box or post office since in some countries it is not possible to call back and if they are to provide prompt assistance it is essential that they have a valid contact telephone number where they can reach you.

## General Conditions

### **Cancellation of Terrorism Cover**

The Company may cancel this Policy against Terrorism prior to the Departure Date by giving 7 days notice to the Insured Club at the Club's registered address. Where the Departure Date has passed and the Insured Journey has commenced cover will not be cancelled.

### **Data Protection**

All personal information supplied by you will be treated in confidence by the RSA Group of companies and will not be disclosed to any third parties except where your consent has been received or where permitted by law. In order to provide you with products and services this information will be held in data systems of the RSA Group of companies or our agents or subcontractors.

The RSA Group of companies may pass your personal information to other companies for processing on its behalf. Some of these companies may be based outside Europe in countries which may not have laws to protect your personal information, but in all cases the Group will ensure that it is kept securely and only used for the purposes for which you provided it. Details of the companies and countries involved can be provided to you on request.

### **Law Applicable**

Under the laws of the United Kingdom (England Scotland Wales and Northern Ireland) both parties may choose the law which applies to this contract to the extent permitted by those laws. Unless the parties agree otherwise in writing the Company has agreed with the Insured that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Insured is based or if based in the Channel Islands or the Isle of Man the law of whichever of those two places in which the Insured is based.

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Insured is based or if the Insured is based in either the Channel Islands or the Isle of Man the courts of whichever of those two places in which the Insured is based.

# Medical Assistance

## MEDICAL:

Name Caller	<input type="text"/>
Tel/Telex No	<input type="text"/>
Name of Club	<input type="text"/>

## PATIENT:

Name	<input type="text"/>	Age	<input type="text"/>
Policy No.	GLA/RTT260928/		
	Please obtain the final digits of your Policy Number from the Schedule		
Agent/Ferry Co.	<input type="text"/>		
Date due Home	<input type="text"/>		
Home Address	<input type="text"/>		
Present Location	<input type="text"/>		
Attending Doctor	<input type="text"/>		
Tel No	<input type="text"/>	Ward	<input type="text"/>
Diagnosis	<input type="text"/>		

## REFERENCE NO:

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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To enable FirstAssist to provide a high standard of service it is imperative that the Medical Assistance form above be completed in every detail **before** contacting the Emergency Centre.

A reference number will be given to you on your first call. Please fill this in the appropriate boxes provided at the bottom of the assistance request form and **quote it on all subsequent calls to the Emergency Centre.**

If you are visiting an EEC country and have an european card, this must be presented to the hospital administrator or doctor at the outset.

- FirstAssist have multi-lingual assistance co-ordinators who are in most cases able to converse with doctors and hospitals abroad in their own language, which helps complete understanding of the situation.
- Their Medical Advisers are consulted at the outset for their views on the desirability of arranging repatriation and the best method of transportation to be adopted. Whenever necessary patients will be escorted by a qualified medical attendant.
- Hospitals or doctors abroad will be contacted and any necessary fees guaranteed.
- Specially equipped air ambulances are available for critical cases whilst in less serious circumstances scheduled air services will be used. Repatriation from countries outside Europe will be carried out using regular air services.
- Upon arrival in the UK an ambulance will be provided to convey the patient quickly and comfortably to an N.H.S. hospital or home address.
- Arrangements will be made for any other members of your party to travel home.
- If it is necessary to transport the next-of-kin to a sick or injured person, then all necessary arrangement will be made for outward and return journeys.



## Complaints Procedure

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

### **Our complaints process**

Initially please raise your concerns with your usual business contact. Once we have reviewed your complaint we will issue our business decision in writing. If upon receipt of this you remain dissatisfied, you can escalate your complaint to our Customer Relations Office who will conduct a separate investigation. This will be concluded with the issue of the company's final decision in writing.

### **Customer Relations Contact Details**

Customer Relations Office  
RSA  
Bowling Mill  
Dean Clough Industrial Estate  
Halifax  
HX3 5WA

### **What to do if you are still not satisfied**

If you are still not satisfied, Royal & Sun Alliance Insurance plc is regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service and you may be able to refer your complaint to them.

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

### **Your rights**

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaints procedures referred to above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

## Fair Processing Notice

### How we use your Information

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

#### **Who we are**

This product is underwritten by Royal & Sun Alliance Insurance plc.

You are giving your information to Royal & Sun Alliance Insurance plc, which is a member of the RSA Group of companies (the Group). In this information statement, 'we', 'us' and 'our' refers to the Group unless otherwise stated.

#### **How your information will be used and who we share it with**

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties. We may use and share your information with other members of the Group to help us and them:

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop our services, systems and relationships with you;
- Understand our customers' requirements;
- Develop and test products and services

We do not disclose your information to anyone outside the Group except:

- Where we have your permission; or
- Where we are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies and other companies that provide a service to us, our partners or you; or
- Where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone we pass it to, provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such as change we shall write to you. If you do not object, you will consent to that change.

We will not keep your information for longer than is necessary.

#### **Sensitive Information**

Some of the information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.

#### **How to contact us**

On payment of a small fee, you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to: Data Protection Liaison Officer; Customer Relations Office, RSA, Bowling Mill, Dean Clough Industrial Estate, Halifax HX3 5WA



**Underwritten by**

Royal & Sun Alliance Insurance plc (No. 93792).

Registered in England and Wales at St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL.

Authorised and regulated by the Financial Services Authority.

**Arranged by**

Marsh Ltd (No. 1507274).

Registered Office: 1 Tower Place West, Tower Place, London, EC3R 5BU.

Authorised and regulated by the Financial Services Authority.