

SAMPLE

PERSONAL ACCIDENT INSURANCE

TO COVER THE INSURED PERSON ONLY WHILST UNDER TRAINING AT AN ACTIVITY SPORTS SCHOOL

arranged by

AIRSPORTS INSURANCE BUREAU LTD.

48 ALEXANDRA ROAD, COWES, I.W. PO31 7JT

Tel/Fax.01983-298480

UNDERWRITTEN BY CERTAIN SYNDICATES AT LLOYD'S

This is to certify that in accordance with the authorisation granted under Contract Number P.A. 999 to the Undersigned by certain Syndicates at Lloyd's herein after referred to as Underwriters whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Policy Signing Office, and in consideration of the premium specified herein, the said Underwriters are hereby bound, severally and not jointly, their Executors and Administrators, to insure the person named below against the risk of sustaining bodily injury as herein defined. Compensation in accordance with the following Schedule will be paid to the Insured Person, his Executors, Administrators or Assigns. SUBJECT TO THE TERMS, CLAUSES AND CONDITIONS AS SPECIFIED ON THE REVERSE SIDE OF THIS CERTIFICATE. If however, an ASSURED is named below, all Benefits will be paid to the ASSURED and not to the INSURED PERSON.

In witness whereof this certificate has been signed by the Insurers

Schedule of Compensation

- 1 DEATH... ..
- 2 PERMANENT TOTAL LOSS OF SIGHT OF ONE OR TWO EYES £
- 3. LOSS OF ONE OR TWO LIMBS
- 4 PERMANENT TOTAL DISABLEMENT (other than loss of sight of one or both eyes or loss of limb)
- 5 TEMPORARY TOTAL DISABLEMENT (excluding first 28 days of each and every claim) £ per week
so long as such disablement continues but not beyond 52 weeks from the date on which the Insured person became disabled.

MEDICAL EXPENSES:- Medical Expenses incurred in respect of Item 5 will be paid in addition by the Underwriters up to but not exceeding 15 per cent of any claim admitted under such Item.

However, if in respect of such Medical Expenses the Assured or an Insured person shall recover any payment under any other insurance the Underwriters hereon shall only be liable for the difference between such recovery and the total cost of Medical Expenses incurred, not exceeding 15 per cent of the claim admitted under Item 5 hereof.

N.B. All benefits which are not insured are to be completed by the insertion 'NOT COVERED'

Name of Insured Person Date of Birth
Registered School Occupation
Name of Assured (if any)
Activity Sport(s) Insured
Number of Activity Days Covered effective from 0001 hrs. Date
All activity days to be completed WITHIN 30 days from commencement of the effective date shown above.

PREMIUM £

IN WITNESS WHEREOF THIS CERTIFICATE HAS BEEN SIGNED BY:-
AIRSPORTS INSURANCE BUREAU LTD
48 ALEXANDRA ROAD COWES, I.W. PO31 7JT

..... **Date of Issue.....**

CLAIMS

In the event or a claim notify Airsports Insurance Bureau Ltd., 48 Alexandra Road, Cowes. PO31 7JT forwarding a copy of the Association Accident Report as soon as possible thereafter.

NOTICE TO THE INSURED PERSON OR ASSURED IF APPLICABLE

The cover referred to in this Certificate is subject to English Law.

Any enquiry or complaint should be addressed in the first instance to AIRSPORTS INSURANCE BUREAU LTD.

If the complaint concerns a claim please in the first instance write to the Managing Director of the Claims Administrators, whose address will be supplied on application to AIRSPORTS INSURANCE BUREAU

If the response in unsatisfactory the complaint may be referred to the Complaints Department at Lloyd's and ultimately to the Insurance Ombudsman. The Claims Administrators will provide the full addresses of these organisations and the referral of a complaint will not affect your rights in law.

PLEASE READ IMPORTANT CONDITIONS ON REVERSE OF THIS CERTIFICATE

CONDITIONS PRECEDENT

1. That the Insured Person is covered only whilst attending a Course at an Activity School Registered and Approved by the Governing Association of that Sport
2. THAT THE INSURED PERSON IS IN GOOD HEALTH AND FREE FROM ANY PHYSICAL DEFECT OR INFIRMITY AT INCEPTION OF THIS CERTIFICATE.
N.B. If the Insured Person has sustained any serious illness or accident in the last five years this must be disclosed to the Underwriters.

PROVIDED ALWAYS THAT:-

1. (a) Compensation shall not be payable under more than one of the items of the Schedule of Compensation in respect of the consequences of one accident, and
(b) No weekly compensation shall become payable until the total amount thereof has been ascertained and agreed. If, nevertheless, payment be made for weekly compensation, the amount so paid shall be deducted from any lump sum becoming claimable in respect of the same accident.
2. The total sum payable under this Certificate in respect of any one or more accidents shall not exceed in all in any one period of insurance the largest Sum insured under any one of the items contained in the Schedule of Compensation or added to this Certificate by endorsement, except that the Underwriters will in addition pay Medical Expenses as herein provided.
3. If Item No. 1 of the Schedule of Compensation is not covered then no claim shall be payable, other than for weekly compensation and medical expenses, In respect of any accident which would have given rise to a claim under Item No. 1 had that item been covered.

DEFINITIONS

In this Certificate:-

- 1.-“**BODILY INJURY**” means identifiable physical injury which
(a) is sustained by the Insured Person only whilst engaged in the activity sport insured and
(b) is caused by an Accident during the period of this insurance and
© solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the insured person within twelve calendar months from the date of the accident by which such injury was caused.
- 2.-“**ACCIDENT**” means a sudden or unexpected, unusual, specific event which occurs at an identifiable time and place, but also includes exposure resulting from a mishap to a conveyance in which the Insured Person is travelling.
- 3.-“**PERMANENT TOTAL DISABLEMENT**” means disablement which entirely prevents the Insured Person from attending to any business or occupation of any and every kind and which lasts 12 calendar months and at the expiry of that period being beyond hope of improvement.
- 4.-“**TEMPORARY TOTAL DISABLEMENT**” means disablement which temporarily and totally prevents the Insured Person from attending to the duties of his usual business or occupation and shall be payable during such disablement from the date on which the Insured Person first became disabled but not beyond the number of weeks shown in the Schedule of Compensation.
- 5.-“**LOSS OF 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 a hand, arm or leg.
- 6.-“**MEDICAL EXPENSES**” means expenses properly incurred by the Insured Person for Medical, Hospital, Surgical, Manipulative, Massage, Therapeutic, X-ray or Nursing treatment, including the cost of medical supplies and ambulance hire.
- 7.- Words in the masculine gender shall include the feminine.

EXTENSION

It is agreed that, subject to all the terms, limitations, conditions and exclusions of this Insurance except as specifically provided herein, if the Insured Person disappears during the currency of this Insurance and his body is not found within 90 days after his disappearance, and sufficient evidence is produced satisfactory to the Underwriters that leads them inevitably to the conclusion that he sustained accidental bodily injury and that such injury caused his death. Underwriters shall forthwith pay the death benefit under this Insurance provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the Underwriters if the Insured Person is subsequently found to be living.

EXCLUSIONS

This Certificate does not cover death or disablement:-

- (a) Whilst engaged or taking part in Military, Air Force or Naval Service or Operations (other than reserve or volunteer training)
- (b) Directly or indirectly caused or contributed to by an intentional self injury disease or natural causes, suicide or attempted suicide, provoked assault, duelling or fighting (except in bona fide self-defence), or from the Insured Person's own criminal act, or whilst engaged or taking part in civil commotions or riots of any kind.
- © Occasioned by or occurring while he is in a state of insanity (temporary or otherwise)
- (d) Whilst participating in any kind of race
- (e) Consequent on war, invasion or civil war except whilst travelling outside the United Kingdom.
- (f) Whilst the Insured Person is engaged in mountaineering or rock climbing normally involving ropes and/or guides.
- (g) Arising out of any condition caused by, prolonged by or aggravated by psychiatric, mental or nervous disorder of the Insured Person including anxiety or depression
- (h) Arising out of or consequent upon or contributed to by radioactive contamination.
- (j) In any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the 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 ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

CONDITIONS

1. Immediate notice must be given to the Underwriters of any accident to the Insured Person which causes, or may cause, disablement within the meaning of this Certificate, and the Insured Person must as early as possible place himself under the care of a duly qualified practitioner.
Immediate notice must be given to the Underwriters in the event of the death of the Insured Person resulting or alleged to result from an accident within the meaning of this Certificate.
In no case will the Underwriters be liable to pay compensation to the Insured Person or his representatives unless the medical adviser or advisers appointed by the Underwriters for the purpose shall be allowed so often as may be deemed necessary to make an examination of the person of the Insured Person.
2. Any fraud, misstatement or concealment in relation to any matter affecting this insurance or in connection with the making of any claim hereunder shall render this Certificate null and void and all claims hereunder shall be forfeited.