Rugby League Serbia Personal Accident Policy

AVIVA

Contents

This policy consists of individual sections. You should read this policy in conjunction with The Schedule which gives details of the extent of Your insurance protection.

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Policy Introduction

Welcome to Aviva. We are committed to providing a first-class service.
Aviva is the UK's largest insurer with over 200 years' experience in the insurance industry.

This Personal Accident insurance policy sets out the insurance protection in detail.

Your Premium has been calculated on the basis of the extent of cover You have selected which is specified in the Schedule, the information You have provided and the declaration You have made. Please read the policy and the Schedule carefully to ensure that the cover meets the requirements of the Insured Person(s) and You.

Please contact Your insurance adviser if You have any questions or if You wish to make adjustments.

This policy consists of individual sections. You should read this policy in conjunction with the Schedule which confirms the sections You are insured under and gives precise details of the extent of Your insurance protection.

Contact details for claims

Please have Your policy number to hand when calling. For Our joint protection, telephone calls may be recorded and/or monitored. When We know about the problem, We will start to put the solutions in place.

Telephone: 0800 051 6583
Our line operates 9am to 5pm, Monday to Friday.

Postal Address:
Group Personal Accident Claims
Aviva
Fourth Floor
The Observatory
Chapel Walks
Manchester
M2 1HL

E-mail: gpaclaims@aviva.co.uk

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Complaints Procedure

Our Promise of Service

Our goal is to give excellent service to all Our customers but We recognise that things do go wrong occasionally. We take all complaints We receive seriously and aim to resolve all Our customers' problems promptly. To ensure that We provide the kind of service the Insured Person(s) and You expect, We welcome feedback from the Insured Person(s) or You. We will record and analyse the comments the Insured Person(s) or You to make sure We continually improve the service We offer.

What will happen if you complain

- We will acknowledge Your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most of Our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, We will contact you with an update within 10 working days of receipt and give you an expected date of response.

What to do if you are unhappy

If you are unhappy with any aspect of the handling of Your insurance We would encourage you, in the first instance, to seek resolution by contacting Your Insurance advisor

If you are unhappy with the outcome of Your complaint you may refer the matter to the Financial Ombudsman Service (FOS) at

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Telephone:
0800 023 4567 free from landlines) or
0300 123 9123

Or simply log on to their website at www.financial-ombudsman.org.uk.

Whilst We are bound by the decision of the Financial Ombudsman Service you are not. Following the complaints procedure does not affect Your right to take legal action.

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Important Information

Choice of Law

The appropriate law as set out below will apply unless We agree with You otherwise.

1. The law applying in that part of the United Kingdom, Channel Islands or Isle of Man in which You normally live

or

2. In the case of a business, the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where You have Your principal place of business

or

3. Should neither of the above be applicable, the law of England and Wales.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if We cannot meet Our obligations, depending on the type of insurance and the circumstances of Your claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to

Financial Services Compensation Scheme
10th Floor,
Beaufort House,
15 St Botolph Street
London
EC3A 7QU

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Customers with Disabilities

This policy and associated documentation are available in large print, audio and braille. If You require any of these formats, please contact Your insurance adviser.

Data Protection Act –Information Uses

For the purposes of the Data Protection Act 1998, the Data Controllers in relation to any personal data You supply is Aviva Insurance Limited.

Insurance Administration

Information You or the Insured Person supplied may be used for the purposes of insurance administration by Us, its associated companies and agents, by reinsurers and Your intermediary. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing of Our compliance with any regulatory rules/codes. Your and the Insured Person(s) information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. In assessing any claims made, We or Our agents may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy orders or repossessions). Information may also be shared with other insurers either directly or via those acting for Us (such as loss adjusters or investigators). With limited exceptions, and on payment of the appropriate fee, You or the Insured Person have the right to access and if necessary rectify information held.

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Sensitive Data

In order to assess the terms of the insurance contract or administer claims that arise, We may need to collect data that the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this application You will signify Your consent to such information being processed by Us or its agents. You must also ensure that You make this fact known to the Insured Person(s) and obtain their consent to pass this information to Us for these purposes.

Fraud Prevention and Detection

In order to prevent and detect fraud We may at any time:

- Share information about You or the Insured Person(s) with other organisations and public bodies including the Police;

- Check and/or file Your or the Insured Person(s) details with fraud prevention agencies and databases, and if You or the Insured Person give Us false or inaccurate information and We suspect fraud, We will record this. We and other organisations may also search these agencies and databases to:

    - Help make decisions about the provision and administration of insurance, credit and related Services for You or the Insured Person and members of Your or their household;
    - Trace debtors or beneficiaries, recover debt, prevent fraud and to manage Your or the Insured Person(s) accounts or insurance policies;
    - Check Your or the Insured Person(s) identity to prevent money laundering, unless You or the Insured Person(s) furnish Us with other satisfactory proof of identity;

- Undertake credit searches and additional fraud searches.

We can supply on request further details of the databases We access or contribute to.

The Contract of Insurance

The policy, the information the Insured Person or You have provided and/or the application form, the declaration made by You and the Schedule should be read together and form the contract of insurance between You, the Policyholder and Us, Aviva.

In return for the Insured Person or You having paid or agreed to pay the Premium for the Period of Insurance, We will indemnify the Insured Person by payment or, at Our option, by reinstatement or repair, in respect of loss, liability, destruction, damage, accident or injury, to the extent of and subject to the terms contained in or endorsed on the policy.

Important

This policy is a legal contract. You must tell Us about any facts or changes which affect this insurance and which have occurred either since the policy started or since the last renewal date.

If You are not sure whether certain facts are relevant, please ask Your insurance adviser or local Aviva office. If You do not tell Us about relevant changes, the policy may not be valid or the policy may not cover the Insured Person(s) fully.

You should keep a written record (including copies of letters) of any information You give Us or Your insurance adviser when You renew this policy.

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Policy Definitions

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the policy, for example Employee, except when used in the sections of this policy headed 'Introduction', 'Contents', Contact details for claims and assistance services, 'Complaints Procedure' and 'Important Information' and in headings and titles. Some Sections of the policy contains definitions which apply to that particular Section and they must be read in conjunction with the following policy definitions.

Accident/Accidental
Shall mean a sudden violent external unforeseen and identifiable event.

Accidental Bodily Injury
Injury caused by Accidental and/or violent means Injury resulting from Exposure occurring within 12 months from the date of such Accident or Exposure.

Business
Activities directly connected with the business described in the Schedule.

Capital Benefits
Capital Benefits shall include Loss of Hearing, Loss of Limb, Loss of Sight, Loss of Speech, and Permanent Total Disablement.

Country of Residence
The country in which the Insured Person has their permanent home or in which they ordinarily reside.

Dependant Child
Any natural or legally adopted children or wards of court of an Insured Person living at the same address who at the time of the Accident are no older than 18 years of age or 23 years of age if in full time education.

Event
Each and every individual loss or series of losses arising out of one event or one catastrophic Accident during any one period of 72 hours which results in Accidental Bodily Injury, dismemberment, disability or death of Insured Person(s).

Exposure
Death and/or injury to an Insured Person as a direct result of exposure to the elements shall be deemed to have been caused by Accidental Bodily Injury.

Hospital
Any establishment which is registered or licensed as a full time facility for surgical and medical diagnosis and treatment of injured and sick persons by and under the supervision of a Qualified Medical Practitioner continuously providing a 24 hours a day nursing service supervised by State Registered Nurses or nurses with equivalent qualifications and is not primarily a mental institution or a place of rest for the aged, for drug addicts or alcoholics.

Insured Person(s)
Any person or category of persons shown in the Schedule.

Loss of Hearing
Total and permanent loss of hearing in one or both ears to the extent that the hearing loss is greater than 95 decibels across all frequencies using a pure tone audiogram.

Loss of Limb
Shall mean in respect of

1. an arm – physical severance of all four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand)

and/or

2. a leg – physical severance at or above the level of the ankle (talo-tibial joint)

and shall also mean permanent total loss of use of an entire hand or arm at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand), or leg at or above the level of the ankle (talo-tibial joint).

Loss of Sight
Loss of Sight shall mean total and permanent loss of sight,
which shall be deemed to have occurred

1. in both eyes when the Insured Person(s) name has been added to the register of Blind Persons on the authority of a fully qualified ophthalmic specialist.

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2. in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which

means the Insured Person is only able to see at 3 feet that which they should normally be able to see at 60 feet) and We are satisfied that the condition is permanent and without expectation of recovery.

Loss of Speech
Total and permanent loss of speech.

Maximum Accumulation Limit
The maximum amount We will pay per Event in total under this and any other policies issued by Us to the Policyholder.

Operative Time
The period of time for which We will cover the Insured Person as specified in the Schedule.

Period of Insurance
From the effective date until the expiry date shown in the Schedule and any subsequent period for which We accept payment for renewal of this policy.

Permanent Total Disablement Any and Every
Any permanent disablement other than
Loss of Hearing
Loss of Limb
Loss of Sight
Loss of Speech
which lasts without interruption for more than 12 months from the date of Accident and in all probability shall continue for the remainder of the Insured Person(s) life that will prevent the Insured Person from engaging in or giving attention to business profession or occupation of any and every kind
or
business schooling profession or occupation of any and every kind if the Insured Person is under 16 uyears of age

Premium
Means the amount specified or referred to in the Schedule in respect of the specified Period of Insurance which is payable by the Policyholder to Us.

Qualified Medical Practitioner
A doctor or specialist who is registered or licensed to practise medicine under the laws of the country they practise in other than an Insured Person, Insured Person's partner, a member of the immediate family of the Policyholder or Insured Person or an employee of the Policyholder.

Schedule
The document which specifies details of the Policyholder, Insured Person(s) and Operative Time, Endorsements and Conditions applying to the policy.

Sickness
Any disease, medical complaint or medical condition which is not Accidental Bodily Injury.

United Kingdom
For the purposes of this policy means England, Scotland, Wales and Northern Ireland.

Usual Occupation
The tasks duties and other functions, which the Insured Person normally performs in connection with their occupation.

War
War invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

We/Us/Our
Aviva Insurance Limited.

You/Your/Policyholder
The persons companies partnerships or unincorporated associations named in the Schedule as the Policyholder

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Policy Cover

Personal Accident

We will pay the sum insured shown in the Schedule for Accidental Bodily Injury to an Insured Person occurring during the Period of Insurance which within 12 months of the date of the Accident solely directly and independently of any other cause results in any of the benefits listed below:-

- Death;
- Capital Benefits;
- Permanent Total Disablement

Amount Payable

The amount payable to the Insured Person shall be the amount as stated in the Schedule for that category of Insured Person.

Extensions

Coma Benefit

In the event that an Insured Person sustains Accidental Bodily Injury during the Operative Time which results in a continuous unconscious state We will pay the Insured Person an additional sum of £375 per week for each day of continuous unconsciousness up to a maximum of 104 weeks.

Dependant Child Benefit

In the event of the Accidental Death of an Insured Person during the Operative Time of cover we will increase the death benefit payable by an additional 5% of the sum insured for each surviving dependant child.

Disappearance

If an Insured Person has been missing for a period of 180 consecutive days and there is sufficient evidence to support the conclusion that death has been caused by Accidental Bodily Injury, such Insured Person will be presumed to have died. However You will be required to repay any benefit if the Insured Person is found to have been alive or is found alive.

Medical Expenses

If an Insured Person sustains Accidental Bodily Injury which results in them incurring ambulance charges or Medical Expenses as an inpatient in a Hospital or nursing home We will indemnify the Insured Person for up to 20% of the amount payable for a valid death and /or Capital Benefits claim subject to a maximum payment of £20,000 any one claim.

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Policy Conditions

All of the following Policy Conditions apply in addition to the conditions contained in each Section of the policy.

Benefit Limits

1. Payment of Benefit

We will not pay under more than one of the benefits listed below in connection with the same Accident for the same Insured Person

- Death
- Loss of Limb, Loss of Sight, Loss of Speech or Loss of Hearing
- Permanent Total Disablement.

After payment has been made for

- Death
- Loss of Limb, Loss of Sight, Loss of Speech or Loss of Hearing
- Permanent Total Disablement

no further payments shall be made by Us in respect of that Insured Person during the current Period of Insurance.

2. Payment of Permanent Total Disablement

Benefit in respect of Permanent Total Disablement will be payable after the expiry of 52 consecutive weeks disablement and on certification that disablement is permanent and without expectation of recovery by a medical examiner appointed by Us.

3. Maximum Benefit

The maximum amount shown in the Schedule payable for any Insured Person for all Accidental Bodily Injury arising from any one Accident.

4. Minors

If the Insured Person is under the age of 16 at the date of the Accident giving rise to a claim

a) The maximum amount payable for death will be £20,000 or the sums insured shown in the Schedule whichever is less.

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5. Accumulation Limit

The maximum We will pay in respect of all benefits under this policy in aggregate in respect of all Insured Persons involved in the same Accident shall not exceed the Maximum Accumulation Limit stated in the Schedule and individual benefits shall where necessary be reduced proportionally until the total aggregate of individual benefits does not exceed the Maximum Accumulation Limit.

Alteration of Risk

If

a) there has been any alteration to the Business and/or the occupation or pursuits of any Insured Person after the effective date of this insurance which increases the risk of loss, liability, destruction, damage, accident or injury

or

b) Your interest ceases except by will or operation of law

We will at Our option avoid the policy from the date of such alteration or when Your interest ceases, unless We accept the alteration.

Assignment

The Insured Person may not assign the benefits under this policy. We shall not be bound to accept or be affected by any notice of any trust charge lien purported assignment or other dealing with or relating to this policy.

Cancellation

We reserve the right to retain the annual Premium where claims have occurred in the Period of Insurance when cancellation takes place.

a. You may not cancel this policy at any time.
b. The Insured Person may withdraw from the cover provided by this Policy at any time by giving notice to You. No refund of Premium will be payable.
c. We may also cancel this policy at any time by sending not less than 30 days' notice in writing to Your last known address.

If the policy is cancelled under (c) above, We will refund part of the Premium for the unexpired period, which will be calculated on Our, then current, short period rating basis, and provided that there have been no

I. claim(s) made under the policy for which We have made a payment
II. claim(s) made under the policy which are still under consideration
III. incident(s) which You are aware of and which are likely to give rise to a claim which has yet to be reported to Us

during the current Period of Insurance.

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Claims Procedure

If in relation to any claim You or the Insured Person have failed to fulfil any of the following conditions, You or the Insured Person will lose the right to indemnity or payment for that claim.

You or the Insured Person must

a) tell Us as soon as practicable of any event or occurrence which may result in a claim and in any event no later than 60 days after the occurrence of such event
b) as soon as practicable and at Your or the Insured Person(s) expense, provide Us with a written claim containing as much information as possible of the loss, destruction, damage, accident or injury, including the amount of the claim
c) provide Us at Your or the Insured Person(s) own expense with all certificates information and evidence reasonably required by Us and in the form and of such nature as We may prescribe
d) immediately pass to Us unanswered, all communications from third parties in relation to any event which may result in a claim under this policy
e) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement

and the Insured Person shall

a) submit to medical examination at Our request in respect of any alleged Accidental Bodily Injury where We shall pay the fee
b) as soon as possible after the occurrence of any Accidental Bodily Injury obtain and follow the advice of a Qualified Medical Practitioner.

We shall not be liable for any consequences arising due to the Insured Person(s) failure to obtain and follow such advice and use such appliance or remedies as may be prescribed.

In the case of death We shall be entitled to have a post-mortem examination at Our own expense.

Contribution

If at the time of an event giving rise to a claim there is any other insurance policy in force in Your or the Insured Person(s) name which covers You or the Insured Person for the same expense loss or liability We will only pay a proportion of the claim being determined by reference to the cover provided by each of the relevant policies with the exception of Personal Accident benefits which will be payable in full.

Fraud

a) If a claim made by You or the Insured Person or anyone acting on Your behalf, or any person claiming to be indemnified, is fraudulent or exaggerated, whether ultimately material or not

or

b) i) if a false declaration or statement is made
ii) if a fraudulent device is used
in support of a claim

We may at Our option

i) avoid the policy from the inception of this insurance
or
ii) cancel the policy from the date of the claim or alleged claim and repudiate the claim
or
iii) repudiate the claim.

Identification

The policy and the Schedule will be read as one contract. A particular word or phrase which is not defined in Bold will have its ordinary meaning.

Interest

We will not pay interest on any claim payable.

Non Disclosure, Misrepresentation or Misdescription

We will void this policy if there has been any misrepresentation, misdescription or failure to disclose any material fact by You or the Insured Person or anyone acting for You or the Insured Person.

Policy Age Limit

Unless otherwise agreed by Us and specifically noted in this policy no person over the age of 75 will be covered by this policy.

Reasonable Precautions

You and the Insured Person must take all reasonable precautions to prevent

a) loss, destruction or damage to the property insured
b) accident or injury to any person or loss or destruction of, or damage to, their property

and must comply with all legal requirements and safety regulations and conduct the Business in a lawful manner.

Right to change

We reserve the right to make changes, add to the Policy terms and/or to change the total amount payable for this insurance for legal, regulatory or taxation reasons.

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Subjectivity

At the inception of or during each Period of Insurance, the insurance provided by this policy may be subject to You

a) providing Us with any additional information.
b) completing any actions agreed between You and Us.
c) allowing Us to complete any actions agreed between You and Us.

If this is the case, then the Schedule will clearly state the information required and the dates We require such information by.

Upon completion of these requirements (or if they are not completed by the required dates) We may, at Our option

i) modify Your Premium.
ii) amend the terms and conditions of this policy.
iii) exercise Our right to cancel the policy under Policy Condition (5) Cancellation.
iv) leave the policy terms, conditions, and Premium unaltered.

The Contracts (Rights of Third Parties) Act 1999

Except for an Insured Person, a person who is not a party to this Policy may not benefit from it or enforce any of its terms. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Policy.

Rating Stability Clause

Each 12 months period within the Agreement commencing from the inception date.

You have agreed, with effect from the date stated above, to offer annually for a period of 3 years the insurance under the Applicable Sections of this policy at the rates, terms and conditions at the inception of this insurance and to pay the premiums annually in advance.

We agree to accept such an offer made in accordance with this Agreement provided that:

(1) We may amend such rates, terms and conditions, restrict or vary cover, terminate or re-negotiate this Agreement if:

(a) the cumulative Loss Ratio for the period commencing at the inception date until the Annual Renewal Date stated in The Schedule exceeds 60%

(b) the rate increase capped at a maximum of 40% over the entire period of the agreement should the overall loss ratio across all associated policies exceed 60%

(c) there is any change in legislation or legal practise, tax, the cost or availability of reinsurance, insurance industry market practice, or legal precedent established in any court of law which has a material effect upon any one of the Applicable Sections listed below.

(d) You acquire, set up, dispose of or discontinue any:

- business or business activity
- company or other entity carrying on such a business or business activity
- Premises or interest in The Premises

which has any material effect on Your Business.

(e) there is any material alteration in the the nature of Your business.

If We make any such amendments, then You have the right to terminate this agreement or You will be deemed to have agreed to continue with the Agreement on the basis of the revised terms and conditions for the remainder of the Period of the Agreement, unless We receive notification from You to the contrary within 30 days of Us sending You notice of the amendments.

(2) The Sums Insured or limits of liability may be increased or reduced at any time to reflect the acquisition or disposal of Property or Businesses or to correspond with any increase or reduction in values or increase or reduction in the Business. The premium will be adjusted to account for such alterations.

(3) This Agreement will apply to any policy or policies which may be issued by Us within the above period in substitution for this policy.

(4) In respect of any Section(s) of this policy where this Agreement does not apply, if any adjustments are made to the rates, terms and/or conditions of such Section(s), which results in the Section(s) being lapsed or cancelled, then if both We and You agree, this Agreement can be terminated.

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(5) This Agreement does not apply to the imposition of or increase in Insurance Premium Tax.

For the purpose of this Agreement, the following definitions apply:

Loss Ratio

The annual Incurred Claims Cost expressed as a percentage of the annual Premiums Paid (to the nearest 1%). Where claims have been cut off prior to the expiry of the Period of Insurance an adjustment will be made for the expiring months to represent a full year enabling a 12 month Loss Ratio to be calculated.

In the event of any known circumstances which might give rise to a claim remaining at renewal date we reserve the right to withhold the rebate until the claim cost or reserves is known.

Incurred Claims Cost

The total of claims paid and outstanding reserves accruing to the Period of Insurance being adjusted

Premiums Paid

The total Gross/Net premiums paid, in respect of the Applicable Sections for the period commencing at the inception of this Agreement, up to each subsequent Annual Renewal Date (annual renewal premium and any mid-term or end of year adjustments,) but excluding any Insurance Premium Tax or other taxes.

This Agreement is subject to all other terms and conditions of the Policy.

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Policy Exceptions

This Part of the policy provides details of all Exclusions.

This policy does not cover any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event.

a) War in the Insured Person(s) Country of Residence or secondment.
b) any action taken in controlling, preventing, suppressing or in any way relating to 1a above.

The above exclusion shall be inoperative in the event of War being declared whilst the Insured Person is actually engaged on a journey abroad.

1) the Insured Person engaging in any kind of flying other than as a passenger.
2) the Insured Person being a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service.
3) the Insured Person committing or attempting to commit suicide or intentionally inflicting self injury.
4) the Insured Person(s) own criminal act.
5) the Insured Person being in a state of insanity.
6) any claim incurred in any country destination or region in respect of which the advice of the British Government or the government of the Insured Person(s) Country of Residence (if different) at the time the trip was booked was "against all travel to".
7) Accidental Bodily Injury directly or indirectly caused by the Insured Person suffering from:

a) any gradually operating cause;
b) any naturally occurring condition or degenerative process;
c) Sickness or disease (unless resulting directly from Accidental Bodily Injury).

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Aviva Insurance Limited.
Registered in Scotland No. 2116.
Registered Office: Pitheavlis, Perth PH2 0NH.
Authorised by the Prudential Regulation Authority and regulated by the
Financial Conduct Authority and the Prudential Regulation Authority

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