Group personal accident insurance
Adult, youth and walking football teams | Summary of benefits
Basic, Intermediate and Superior policy summary
Valid from 1 July 2018
Introducing the National Game Insurance Scheme

As The FA’s appointed broker, we have worked in conjunction with County Football Associations to create a range of personal accident insurance products for adult and youth football teams.

What is the National Game Insurance Scheme (NGIS)?

In 2012 The FA carried out a review of insurance across grassroots football which highlighted a lack of guidelines, and prompted the introduction of minimum standards across all Counties.

The National Game Insurance Scheme (NGIS) has been designed to address this by raising the standard of insurance covers available and to provide more affordable solutions to grassroots football.

About Bluefin Sport and our relationship with The FA

Bluefin Sport is a specialist division of Marsh Ltd with dedicated teams across the UK offering insurance broking and risk management advice to the world of sport.

We are currently one of the leading providers of football insurance in the UK with clients ranging from grassroots through to the EFL and the Premier League.

Testament to our success in football was our appointment in 2012 by The FA as the approved insurance broker to deliver the National Game Insurance Scheme (NGIS). Together with The FA, we want to encourage protection for all those involved in the game.

Chartered status

Chartered status is an exclusive title only awarded to firms which meet certain rigorous standards of professionalism and capability. All Chartered Insurance Brokers commit to the CII’s Code of Ethics, reinforcing the highest standards of professional practice in their business dealings.

The next step

Details of the premiums and covers can be found in this document. For instant quotations and cover visit our website where you will also find useful information relating to the NGIS.

Please contact our dedicated team if you require any advice or assistance.

0345 872 5060
Mon to Fri 9am to 5pm
nationalgame@bluefinsport.co.uk

Renew, quote and buy online at bluefinsport.co.uk/ngis

“The FA’s objective when creating the NGIS was to ensure that all affiliated footballers across England have access to specifically tailored insurance protection in the event of an injury. We’re delighted that this has been successfully achieved and that the NGIS continues to evolve, meeting the ever changing insurance requirements of participants at grassroots level.”

Kelly Simmons, FA Football Participation and Development Director
Protection for your most valuable assets

If you become injured whilst participating in a club activity, you can incur significant financial losses as a result. Personal accident insurance can help offset some of these unexpected expenses.

This insurance can pay out a set amount if someone is injured in an accident and the payout can be a lump sum or a weekly amount. It ensures all participants have protection in the event of an injury and because this is a ‘non negligence’ cover it can help reduce litigation in the game, because unlike a liability policy you do not have to find someone to be at fault for an injury to receive compensation.

When does the policy start and finish?

Although you can purchase insurance at any time, your cover will not start until 1 July 2018 (or later if you apply after 1 July). All policies, whenever bought, will expire on 30 June of each given year and will renewable from 1 July 2019. This is to fall in line with County FA affiliation processes.

NOTE: If you purchase your policy after 1 October 2018 your premium will be calculated on a pro rata basis to reflect the time on cover to 30 June 2019. This will be calculated automatically online and return premiums are issued if applying by post.

What are the main exclusions?

• Influence of alcohol, solvents, drugs or medication unless prescribed.
• Being a professional footballer.
• Any claim attributable either to arthritic or other degenerative conditions in joints, bones, muscles, tendons or ligaments.
• Repetitive stress (strain) injury or syndrome.
• Naturally occurring condition or gradually operating cause.
• Illness or sickness.
• Claims as a direct result of an insured person being a member of the armed forces.
• Engaging in a criminal act, riot or civil commotion.
• Club social events that include fireworks, bonfires, driving events, bouncy castles, water sports or any activity above 3 metres off the ground.
• Travel to a specific area against advice issued by the Foreign and Commonwealth Office.

Please see the policy for full details of exclusions.

When does cover apply?

The policies operates whilst:

• at any ground or premises worldwide (please see exclusions) where there is an agreed fixture or training and includes travelling directly to and from such activities.
• at club social events (please see exclusions).

NOTE: The life cover is included and operative whilst training and playing football matches only.

Who is covered?

The policy automatically includes:

• Players.
• Committee members and club officials.
• Managers and trainers.

The standard policy age limit for players is 55* and for club officials is 75* years of age. If you have any players and officials above this age the policy will provide a reduced level of cover. Please see our website or contact us for details.

(*80 years of age for walking football players and officials)

Life cover will commence at attainment of 6 years of age and will cease at attainment of 50 years of age.

Require advice?

0345 872 5060 Mon to Fri 9am to 5pm
nationalgame@bluefinsport.co.uk
Quality products demand a matching level of service

Why choose us?

- We’re The FA’s appointed insurance broker and provide the official National Game Insurance Scheme (NGIS) products.
- Our policy wordings have been developed alongside The FA and County FA’s.
- The ability to buy online or apply by post.
- View your account online 24/7 (online purchases only).
- No pre-existing condition exclusions in respect of accidental bodily injury (with the exception of dislocations).
- No limit to number of players/club officials in a team.
- Permanent total disablement from any occupation for which the insured person is fitted by way of education, training or experience. Many policies only pay this benefit if you are unable to undertake any job again.
- New waiting period benefit applies to weekly/monthly benefit claims - see below.
- Legal and counselling advice helplines included at no additional cost providing support when you need it most (‘Superior’ products only).
- Monthly instalments available for premiums of £74 and over. (Subject to acceptance and criteria. Online only)
- Efficient claims service with insurer’s dedicated team.
- BACS claims payment (optional).

Helping to spread the costs

Marsh Ltd, trading as Bluefin Sport, acts as a credit broker and works exclusively with Close Brothers Premium Finance and Insurers for the purposes of arranging premium finance. Marsh Ltd receives a commission from Close Brothers Premium Finance for introducing customers to them.

Our payment options include the ability to pay the insurance premium over 5 monthly instalments, when purchasing cover online, on premiums of £74.00 and over. This is not an offer. Acceptance of your credit application by Close Brothers Premium Finance is subject to your financial circumstances and status.

Please note the credit product is only appropriate for the funding of your insurance policy and associated costs and not for any other purpose. As the insurance policy forms the security for your credit, your insurance policy is at risk of cancellation if you fail to make a payment. Close Brothers Premium Finance will charge you a fee if you miss an instalment or if the agreement is cancelled. If your insurance policy is cancelled in such circumstances, Close Brothers Premium Finance has the right to receive any proceeds or refunds paid. They will use these funds to reduce the amount you owe.

Representative Example

| Cash Price:          | £1200.00 |
| Deposit:             | £0.00    |
| Amount to be Financed: | £1200.00 |
| 5 Monthly Instalments: | £254.40  |
| Interest Rate:       | 6% Variable |
| Representative APR:  | 36.76% APR Variable |
| Total Cost of Credit: | £72.00   |
| Total Payable:       | £1272.00 |

Your demands and needs

These products are designed to meet the demands and needs of football clubs that wish to protect their members against consequences of accidents whilst playing in, training for or travelling to a club fixture resulting in accidental injury, death or disability.

The level of cover you choose will dictate whether cover includes a weekly benefit for temporary disability in addition to the one-off lump sums for permanent disability. The levels of cover are explained more fully in this document.

This statement does not constitute advice or a personal recommendation for our personal accident insurance products. Should you require advice please contact us.
The importance of choosing a policy to meet your needs

Cover designed to suit your requirements and budget

We offer ‘Basic’, ‘Intermediate’ or ‘Superior’ policies. This means you have the ability to pick and choose the levels of benefits you need and can afford. Remember, you can upgrade your cover level at any point of the season.

<table>
<thead>
<tr>
<th>BASIC LEVEL</th>
<th>Youth teams</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Provides for serious and long term injuries only such as accidental death, life cover, permanent total disablement and miscarriage.</td>
<td>• Provides for serious and long term injuries such as accidental death, life cover, permanent total disablement, miscarriage and concussion.</td>
</tr>
<tr>
<td>• It does not include any monthly benefits or short term benefits.</td>
<td>• Includes some short term benefits such as broken bones, dislocation, cruciate ligament, snapped/ruptured achilles tendon and a monthly benefit for club officials.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>INTERMEDIATE LEVEL</th>
<th>Youth teams</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Provides all the benefits under the Basic policy</td>
<td>Not applicable</td>
</tr>
<tr>
<td>• Includes cover for some short term injuries such as broken bones, dislocation, cruciate ligament, snapped/ruptured achilles tendon, emergency dental and hospitalisation.</td>
<td></td>
</tr>
<tr>
<td>• It does not include any monthly benefits.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SUPERIOR LEVEL</th>
<th>Youth teams</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Provides all the Basic and Intermediate covers.</td>
<td>The policy provides all the Basic covers.</td>
</tr>
<tr>
<td>• Includes a wide range of benefits for both long term and short term injuries such as medical expenses, dental expenses, travel expenses, hospitalisation, legal/counselling assistance and more.</td>
<td>• Includes a wide range of benefits for both long term and short term injuries such as medical expenses, dental expenses, travel expenses, hospitalisation, legal/counselling assistance and more.</td>
</tr>
<tr>
<td>• Ability to select the level of monthly benefit for temporary total disablement of up to £600 per month.</td>
<td>• Option to provide a monthly benefit for 16-18 year olds in employment of 16 hrs a week or more.</td>
</tr>
<tr>
<td>• Choose from a range of Superior Extra options e.g. increase life cover, increase the broken bones benefit, include physiotherapy and dental accident cover.</td>
<td>• Choose from a range of Superior Extra options e.g. increase life cover, increase the broken bones benefit, include physiotherapy, parent legal inconvenience, exam re-sit and student tutorial cover.</td>
</tr>
</tbody>
</table>

**Minimum levels recommended by The FA for adult & youth teams**

**Summary of The FA’s minimum recommended levels of cover for ADULT teams**

<table>
<thead>
<tr>
<th>Step 2 &amp; 3</th>
<th>Step 4</th>
<th>Step 5 &amp; 6</th>
<th>Step 7</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accidental death</td>
<td>£25,000</td>
<td>£25,000</td>
<td>£25,000</td>
</tr>
<tr>
<td>Permanent total disablement</td>
<td>£25,000</td>
<td>£25,000</td>
<td>£25,000</td>
</tr>
<tr>
<td>Temporary total disablement. (TTD) (104 weeks and 14 day deferment)</td>
<td>£100 per wk</td>
<td>£75 per wk</td>
<td>£50 per wk</td>
</tr>
</tbody>
</table>

**Summary of The FA’s minimum recommended levels of cover for YOUTH teams**

<table>
<thead>
<tr>
<th></th>
<th>Life cover</th>
<th>Accidental death</th>
<th>Permanent total disablement</th>
<th>Loss of limbs(s), speech and hearing</th>
<th>Loss of internal organs</th>
<th>Tetraplegia/Quadriplegia</th>
<th>Triplegia/Paraplegia</th>
<th>Concussion</th>
<th>Temporary total disablement for club officials (TTD) 12 months benefit period</th>
<th>Broken bones (leg, foot, arm, collar, jaw &amp;/or cheek)</th>
<th>Broken bones (fingers and toes)</th>
<th>Primary dislocation</th>
<th>Snapped/ruptured achilles tendon or anterior cruciate ligament</th>
<th>Coma benefit 365 day benefit period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>£10,000</td>
<td>£10,000</td>
<td>£100,000</td>
<td>£100,000</td>
<td>£25,000</td>
<td>£100,000</td>
<td>£100,000</td>
<td>£10,000</td>
<td>£200 per mth</td>
<td>£200</td>
<td>£75</td>
<td>£250</td>
<td>£250</td>
<td>£30 per day</td>
</tr>
</tbody>
</table>

*Please note. These details are correct at time of print and are subject to change. Bluefin Sport has no control over the setting of these levels by The FA.*
### BENEFITS

#### LIFE COVER

- **Life Cover**
  - £10,000

#### ACCIDENTAL DEATH

- **Accidental Death**
  - £30,000

#### PERMANENT TOTAL DISABILITY - up to £50,000

- **Permanent Total Disablement**
  - £50,000

#### LOSS OF ONE OR MORE LIMBS

- **Loss of One or More Limbs**
  - £30,000

#### LOSS OF SIGHT IN ONE OR BOTH EYES

- **Loss of Sight in One or Both Eyes**
  - £30,000

#### LOSS OF SPEECH

- **Loss of Speech**
  - £30,000

#### LOSS OF HEARING IN BOTH EARS

- **Loss of Hearing in Both Ears**
  - £30,000

#### LOSS OF HEARING IN ONE EAR

- **Loss of Hearing in One Ear**
  - £7,500

#### TETRAPLEGIA / QUADRIPLEGIA

- **Tetraplegia / Quadriplegia**
  - £100,000

#### TRIPLEGIA / PARAPLEGIA

- **Triplegia / Paraplegia**
  - £50,000

#### MISCARRIAGE

- **Miscarriage**
  - £500

#### LOSS OF INTERNAL ORGAN

- **Loss of Internal Organ**
  - £30,000

#### BROKEN BONES - LEGS, FOOT, COLLAR, ARMS, SKULL, HIPS, JAW AND/OR CHEEK

- **Broken Bones**
  - £250

#### PRIMARY DISLOCATION - KNEECAP, ELBOW, SHOULDER OR HIP

- **Primary Dislocation**
  - £250

#### SNAPPED / RUPTURED ACHILLES TENDON, CRUCIATE LIGAMENT

- **Snapped / Ruptured Achilles Tendon, Cruciate Ligament**
  - £250

#### EMERGENCY DENTAL EXPENSES - up to £100 (pain relief)

- **Emergency Dental Expenses**
  - £100

#### HOSPITALISATION (30 day max. benefit period)

- **Hospitalisation**
  - £25 per day

#### CONCussion (Long term) - up to £10,000

- **Concussion**
  - £10,000

#### HOMEHELP (TTD) - 14 day waiting period, 24 month max. benefit period

- **Home Help (TTD)**
  - As above

#### STUDENT not in gainful employment - TTD Extension - 14 day waiting period, 2 month max. benefit period

- **Student Tutorial Benefit**
  - £100 per month (£25 weekly)

#### CHILDCARe Expenses - in the event of a valid claim under items 4 to 9 and 11

- **Childcare Expenses**
  - £400 per month (£100 weekly)

#### CHAUFFEUR Expenses - in the event of a valid claim under item 4 to 9 and 11

- **Chauffeur Expenses**
  - £400 per month (£100 weekly)

#### COMA BENEFIT - 365 days max. benefit period

- **Coma Benefit**
  - £30 per day

#### EMERGENCY MEDICAL EXPENSES - up to £500 Including X-rays & scans

- **Emergency Medical Expenses**
  - £500

#### EXTRA TRAVELLING EXPENSES - up to £100 1 month max. benefit period. Includes hospital car park expenses.

- **Extra Travelling Expenses**
  - £100

#### HOME/CAR ADAPTATION - up to £25,000

- **Home/Car Adaptation**
  - £25,000

#### REHABILITATION & RETRAINING - up to £5,000

- **Rehabilitation & Retraining**
  - £5,000

#### EXAMINATION RE-SIT - up to £2,500

- **Examination Re-Sit**
  - £2,500

#### LEGAL ADVICE & COUNSELLING HELPLINES

- **Legal Advice & Counselling Helplines**
  - 24/7

#### FACIAL & BODILY SCARRING - up to £600

- **Facial & Bodily Scarring**
  - £600

#### MEDICAL CERTIFICATION EXPENSES - up to £50

- **Medical Certification Expenses**
  - £50

---

1. Includes a memorial benefit payable to the club not exceeding £1,000
2. Monthly benefits means the maximum benefit payable per month which will be prorated depending on the period the claimant is eligible to claim for.
3. Physiotherapy benefit (Superior Extra option) is only payable in the event of Bodily injury which gives rise to a claim under items 12-14 and 18-21.
4. Benefit payable will be determined by the Glasgow Coma Scale.

The premiums shown exclude Insurance Premium Tax at the applicable rate. Isle of Man and the Channel Islands are exempt from this tax. For full terms and conditions please contact Bluefin Sport. Exclusions and limitations apply.

---

**ADDITIONAL BENEFIT OPTIONS AVAILABLE?**

#### SUPERIOR

- **SUPERIOR 120**
  - £120 TTD per month (£30 weekly)
  - £66.24 per team

- **SUPERIOR 200**
  - £200 TTD per month (£50 weekly)
  - £85.88 per team

- **SUPERIOR 300**
  - £300 TTD per month (£75 weekly)
  - £118.03 per team

- **SUPERIOR 400**
  - £400 TTD per month (£100 weekly)
  - £144.81 per team

- **SUPERIOR 600**
  - £600 TTD per month (£150 weekly)
  - £200.17 per team

---

**Please note:** £5 administration fee will need to be added to the total price for all postal applications
2. Increase the Superior Life cover?  
Only available if Superior cover selected.

### LIFE COVER 20
- **Additional £2 per team**
- Increase life benefit from £10,000 to £20,000 any one person

### LIFE COVER 30
- **Additional £4 per team**
- Increase life benefit from £10,000 to £30,000 any one person

3. Include Adult Superior Extra additional covers?  
Only available if Superior cover selected.

#### BROKEN BONES
- **Additional £14.29 per team**
  - Increase broken bones benefit from £250 to £375

#### DENTAL ACCIDENT
- **Additional £7.14 per team**
  - Include dental expenses following an accident - up to £250

#### PHYSIOTHERAPY
- **Additional £7.14 per team**
  - Include physiotherapy and/or chiropractic treatment. 75% of costs up to a maximum of £50 per week for up to 10 sessions. Up to £500.

**or**

#### ADULT EXTRA PACK
- **Additional £23.21 per team**
  - Include all three options and save £5.36 per team

---

**Important policy notes:**

The standard age limit for players is 55 and for club officials is 75 years of age. (80 years of age for walking football players and officials) If you have any players and officials above this age the policy will provide a reduced level of cover. Please see our website or contact Bluefin Sport for details. Life cover will commence at attainment of 6 years of age and will cease at attainment of 50 years of age.

- **TTD** = Temporary Total Disablement (a monthly benefit).
- The TTD benefit does not apply to those individuals without paid employment or who are employed less than 16 hours per week or whose sole employment is football.
- There is no cover for professional footballers.
- Aggregate limit £2,000,000. This is the maximum amount that the insurer, XL Catlin, will pay per event in total under this and any other policies issued by XL Catlin.

---

**Personal accident insurance is not an income protection policy.**

Please be aware that the monthly benefit provided (if included under the policy purchased) in respect of Temporary Total Disablement (TTD) is not designed to replace usual income in the event of being unable to work. The monthly benefit is to provide additional financial assistance in the event of being off work, or for students who are not in gainful employment, as the result of an injury during the operative time of the policy.

---

**Team cost calculator.** How much do the team premiums equate to per person?  
Annual cost per person shown is based on an average sized 11-a-side team of 18 players/officials*.

<table>
<thead>
<tr>
<th>Package</th>
<th>Basic</th>
<th>Intermediate</th>
<th>Superior 120</th>
<th>Superior 200</th>
<th>Superior 300</th>
<th>Superior 400</th>
<th>Superior 600</th>
</tr>
</thead>
</table>

*Our policies do not have a restriction on numbers within a team so even greater savings per person can be achieved if you have more than 18 in a team.
### Youth team core policy benefits

#### 1. Choose a level of cover

<table>
<thead>
<tr>
<th></th>
<th><strong>BASIC</strong></th>
<th><strong>SUPERIOR GOLD</strong></th>
<th><strong>SUPERIOR PLATINUM</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7a</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7b</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16a</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16b</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### ADDITIONAL BENEFIT OPTIONS AVAILABLE?

- **BASIC**
- **SUPERIOR GOLD**
- **SUPERIOR PLATINUM**

---

1. Includes a memorial benefit payable to the club not exceeding £1,000.
2. Monthly benefits mean the maximum benefit payable per month which will be pro-rated depending on the period the claimant is eligible to claim for.
3. Physiotherapy benefit (Superior Extra option) is only payable in the event of Bodily Injury which gives rise to a claim under items 12-15, 17-18, 20 and F).
4. Benefit payable will be determined by the Glasgow Coma Scale.

The premiums shown exclude Insurance Premium Tax at the applicable rate. Isle of Man and the Channel Islands are exempt from this tax. For full terms and conditions please contact Bluefin Sport. Exclusions and limitations apply.
### 2. Increase the Superior Life cover?
Only available if Superior cover selected.

<table>
<thead>
<tr>
<th>LIFE COVER 20</th>
<th>LIFE COVER 30</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Additional</strong></td>
<td><strong>Additional</strong></td>
</tr>
<tr>
<td>£2 per team</td>
<td>£4 per team</td>
</tr>
</tbody>
</table>

Increase life benefit from £10,000 to £20,000 any one person

Increase life benefit from £10,000 to £30,000 any one person

---

### 3. Include Youth Superior Extra additional covers?
Only available if Superior cover selected.

**YOUTH SUPERIOR EXTRA PACK**

| Additional | £17.86 per U13’s team & above |
|           | £14.29 per U12’s team & below |

**INCONVENIENCE**
Inconvenience benefit for parent/legal guardian in the event of unforeseen travel costs in the event of an accident - up to £100

**EXAMINATION RE-SIT**
Examination re-sit - up to £2,500

**STUDENT TUTORIAL**
Student tutorial benefit - up to £140 per month. (7 day waiting period. Benefit period 6 months)

**PHYSIOTHERAPY**
Include physiotherapy and/or chiropractic treatment. 75% of costs up to a maximum of £50 per week for up to 10 sessions. Up to £500.

**PHYSIOTHERAPY (OR AVAILABLE AS PART OF THE SUPERIOR EXTRA PACK)**
Include physiotherapy and/or chiropractic treatment. 75% of costs up to a maximum of £50 per week for up to 10 sessions. Up to £500.

---

### Personal accident insurance is not an income protection policy.
Please be aware that the monthly benefit provided (if included under the policy purchased) in respect of Temporary Total Disablement (TTD) is not designed to replace usual income in the event of being unable to work. The monthly benefit is to provide additional financial assistance in the event of being off work, or for students who are not in gainful employment, as the result of an injury during the operative time of the policy.

### Important policy notes:
The standard age limit for players is 55 and for club officials is 75 years of age. If you have any players and officials above this age the policy will provide a reduced level of cover. Please see our website or contact Bluefin Sport for details. Life cover will commence at attainment of 6 years of age and will cease at attainment of 50 years of age.

- **TTD = Temporary Total Disablement (a monthly benefit).**
- The TTD benefit does not apply to those individuals without paid employment or who are employed less than 16 hours per week or whose sole employment is football.
- There is no cover for professional footballers.
- Aggregate limit £2,000,000. This is the maximum amount that the insurer, XL Catlin, will pay per event in total under this and any other policies issued by XL Catlin.

---

Instalments - pay over 5 months for premiums of £74 or more. Available for online purchases only.

Renew, quote and buy online at [bluefinsport.co.uk/ngis](http://bluefinsport.co.uk/ngis)

**Require advice?**

**0345 872 5060**
Mon to Fri 9am to 5pm
nationalgame@bluefinsport.co.uk

---

Important policy notes:

- The standard age limit for players is 55 and for club officials is 75 years of age. If you have any players and officials above this age the policy will provide a reduced level of cover. Please see our website or contact Bluefin Sport for details. Life cover will commence at attainment of 6 years of age and will cease at attainment of 50 years of age.

- **TTD = Temporary Total Disablement (a monthly benefit).**

- The TTD benefit does not apply to those individuals without paid employment or who are employed less than 16 hours per week or whose sole employment is football.

- There is no cover for professional footballers.

- Aggregate limit £2,000,000. This is the maximum amount that the insurer, XL Catlin, will pay per event in total under this and any other policies issued by XL Catlin.
What it all means. 
Your at-a-glance glossary.

Accident & accidental
Means a single, sudden, unusual, and unexpected event, which occurs at an identifiable time and place during the period of insurance and effective time which causes bodily injury.

Accidental death
Death caused by accidental bodily injury and excludes death by an other cause.

Achilles Tendon
A strong tendon joining the muscles in the calf of the leg to the bone of the heel.

Aggregate limit
The maximum amount that the insurer will pay per event in total under this and any other policies issued by the insurer to the insured.

Benefit period
Means the maximum (but not necessarily consecutive) period for which benefits are payable in respect of any insured person for any one accident. The benefit period commences at the end of the waiting period, if any.

Bodily injury
Injury which is caused solely by accidental means and which independently of illness or any other cause occurs within 12 months from the date of the accident.

Broken bones (adult policies)
A lump sum benefit is paid if an accident occurs causing bodily injury and the insured person fractures one or more of the bones listed below:
- i) Leg, ankle and foot or kneecap.
- ii) Arm or hand and wrist.
- iii) Cheek bone.
- iv) Collar bone.
- v) Jaw.
- vi) Skull.
- vii) Hip.

Broken bones (youth policies)
A lump sum benefit is paid if an accident occurs causing bodily injury and the insured person fractures one or more of the bones listed below:
- i) Leg, ankle and foot or kneecap.
- ii) Arm or hand and wrist.
- iii) Cheek bone.
- iv) Collar bone.
- v) Jaw.
- vi) Nose, Finger or toe.
- vii) Skull.
- viii) Hip.

Childcare Expenses
If the insured person suffers bodily injury as a direct result of an accident during the effective time and within the period of insurance which results in a valid claim for permanent disabling injury, quadriplegia, tetraplegia, paraplegia or amputees insurers will pay the monthly benefit amount for the costs of engaging a registered childcare provider.

Chauffeur Expenses Benefit
Where the insured person suffers bodily injury during the period of insurance and the effective time which results in a valid permanent disabling injury, claim the insured person is unable to travel to and from their place of work using the method of transport they normally used prior to the accident, insurers will pay costs of a chauffeur or taxi service to convey the insured person to and from work until:
- such time as the insured person is well enough to resume using the method of transport normally used prior to the accident;
- any benefit amount under permanent disabling injury, permanent disabling injury, quadriplegia, tetraplegia or triplegia ceases to be payable under this policy;
- the benefit amount has been reached;
- the Benefit Period has been reached; whichever is earlier.

Coma benefit
Where bodily injury results in coma, insurers will pay the insured person the amount shown in the schedule for each day the insured person remains in a coma up to 365 days.

Concussion (long term)
The Insurers agree to cover the insured person for Forced Retirement, subject to the Concussion Waiting Period and up to but not exceeding the benefit amount stated in the policy.

Concussion waiting period
Means a period of one hundred and eighty (180) days from the date of the Forced Retirement.

Cumulative treatment
Means either of the cruciate ligaments of the knee, being the Anterior Cruciate Ligament (ACL) and the Posterior Cruciate Ligament (PCL). These ligaments are two strong rounded bands that extend from the head of the tibia to the intercondylar notch of the femur.

Damaged sports glasses (prescriptive)
If the insured person has an accident and the insured person loses, or damages any prescriptive sports eyewear insurers will pay the insured person up to the benefit amount stated in the policy schedule. Subject to policy exclusions.

Dental injury
If an accident occurs during the period of insurance and effective time and causes bodily injury to an insured person and directly results in the loss of permanent natural teeth, insurers will pay up to the amount in the policy for all teeth lost or partially lost. Claims for partial loss of tooth or teeth shall be calculated by assessing the percentage of tooth lost in relation to the maximum benefit payable. This cover does not apply to deciduous (milk) teeth, dental implants, crowns, veneers, dentures, bridges or intra orally wear and tear of teeth.

Effective time (operative time)
Whilst at any ground or premises worldwide where there is an agreed fixture or organised training including travelling directly to and from such activities. Cover has been extended to include club social events but excluding hazardous events such as fireworks, bonfires, driving events, bouncy castles, water sports or anything at a height above 3 metres from ground level e.g. bungee jumping.

The life cover is operative whilst training and playing football matches only.
Emergency dental (pain relief expenses)
External oral impact which results in damage to the insured person’s teeth which necessitates immediate emergency pain relief. This does not cover any other procedure other than the relief of pain.

Emergency medical expenses
If an insured person incurs any additional reasonable emergency medical expenses for immediate and urgent treatment, the insurer will reimburse the insured person up to the amount shown in the policy.

Event
Means 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 bodily injury, dismemberment, disability or death of insured persons.

Examination re-sit benefit:
If during a period of insurance an accident occurs during the effective time and causes bodily injury to an insured person which results in the insured person being unable to attend their academic examinations insurers will reimburse the insured person the irrecoverable examination resit fees in respect of all reasonable costs necessarily incurred in re-sitting the examinations in accordance with the following scale:
- a) Following bodily injury evidenced by a certificate from a qualified medical practitioner - up to a maximum of £50.
- b) Following bodily injury which results in the payment of temporary total disablement or student tutorial benefit – for a period of up to 12 consecutive weeks or less.
- c) Following bodily injury which results in the payment of temporary total disablement or student tutorial benefit for a period of 12 consecutive weeks or more or in the payment of a permanent disabling injuries benefit - up to a maximum of £2,500.

Excess
An amount you pay towards a claim or that is deducted from the settlement.

Extra travelling expenses
Additional reasonable travel expenses incurred up to an amount provided per week for a maximum period of time as shown in the policy. Includes hospital parking fees.

Facial & bodily scarring:
Where bodily injury results in:
- 1. permanent disfiguration or
- 2. permanent scarring
of the face or body of at least the minimum benefit amount specified in the schedule of benefits below will be payable. Disfiguration or scarring covering an area of the face and body greater than the minimum will be assessed in relation to:
- 1. the specified minimum benefit amount; and
- 2. the maximum benefit amount as specified in the schedule of benefits for disfiguration or scarring covering the whole area of the face.
The benefit amount payable will not take into account any psychological effects.

<table>
<thead>
<tr>
<th>Length of scarring</th>
<th>Benefit amounts for scarring of face</th>
<th>Benefit amounts for scarring of the body</th>
</tr>
</thead>
<tbody>
<tr>
<td>0cm - 2.4cms</td>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>2.5cms - 4.9cms</td>
<td>£200</td>
<td>£100</td>
</tr>
<tr>
<td>5.0cms - 10cms</td>
<td>£400</td>
<td>£200</td>
</tr>
<tr>
<td>10cms or over</td>
<td>£600</td>
<td>£300</td>
</tr>
</tbody>
</table>

Forced retirement
Means the permanent involuntary ending by the relevant sporting authority and a medical practitioner of an insured person’s active participation in training and competition and their usual occupation as a result of a Concussion.

Home / car adaptation and home relocation expenses
Where bodily injury results in quadriplegia or paraplegia, and the benefit for permanent total disablement becomes payable, insurers will also indemnify the policyholder for expenses incurred, up to the amount shown in the policy, for adapting the insured person’s home or car or for relocating to another home to cater for the practical changes involved in living with the disablement.

Home help
Temporary total disablement cover includes insured persons whose occupations are as full time housewives or househusbands.

Hospitalisation
Payable for injuries independent of illness or any other cause, which results in their hospital confinement, within twelve calendar months from the date of the accident. Insurers will pay the insured person for each complete twenty-four hour period of such hospital confinement up to a maximum benefit as shown in the policy.

Inconvenience benefit (youth policies)
In the event of unforeseen travel expenses for parents/legal guardians due to an accident the insurers can pay up to the amount shown in the policy.

Insurance Premium Tax (IPT)
A levy that is a percentage of your premium applied by the government. This excludes life insurance where there is 0% insurance premium tax applicable. The tax payable is shown as a separate charge on your documentation (Isle of Man and the Channel Islands are exempt from this tax). These insurance policies are exempt from VAT (Value Added Tax).

Legal advice helpline
During the period of insurance the insured person may obtain personal legal advice over the telephone. The advice may include but is not limited to:
- a) Advice where injury has been caused by the negligence of a third party.
- b) Advice on employment issues including redundancy, bullying, harassment, unfair discrimination and retirement.

Life cover
A specific sum payable to the insured person’s beneficiaries after the insured person’s death (whilst playing and training only). The benefit is payable provided the insured person’s death was not an accidental death. Life cover will commence at attainment of 6 years of age and will cease at attainment of 50 years of age.

Loss of hearing
Total and irrecoverable deafness confirmed by audiometer and sound threshold tests.

Loss of internal organ
Total and permanent:
- a) loss by removal; or
- b) effective loss of use of one lung or one kidney, the spleen or the liver.

Loss of limb
In respect of:
- a) an arm – amputation or complete and permanent loss of use at or above the wrist;
- b) a leg – amputation or complete and permanent loss of use at or above the ankle (talo-tibial joint).

Loss of sight
To be deemed to have occurred:
- a) in both eyes when the insured person’s name has been added to the register of blind persons maintained by the government on the authority of a qualified ophthalmic specialist; or
- b) 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 the insurers is satisfied that the condition is permanent and without expectation of recovery.

Loss of speech
Total and permanent loss of speech.

Medical certification expenses
If during a period of insurance an accident occurs during the effective time and causes bodily injury to an insured person resulting in a valid claim for permanent total disablement, permanent disabling injury and/or temporary total disablement, the insurer will pay up to the benefit amount specified in the schedule of benefits to reimburse costs incurred for the issuance of a medical certificate by a qualified medical practitioner.

Miscarriage
Shall mean complete paralysis of the lower half of the body including both legs which results in Permanent Total Disablement.

Period of insurance
The period between and inclusive of the dates shown from: and to: in the policy schedule commencing at 00:00 hours on the earliest date shown and expiring at midnight on the latest date shown.
Glossary continued.

**Permanent disabling injury**
Means loss of sight, loss of hearing, loss of speech, loss of limb or loss of internal organ.

**Permanent partial disablement**
A percentage of the permanent total disablement benefit will be paid relative to the level of disability:
1. Permanent total disablement 100%
2. Total loss of use of:
   a. back or spine (excluding cervical) without cord involvement 40%
   b. neck or cervical spine without cord involvement 30%
   c. shoulder, elbow or wrist 25%
   d. hip, knee or ankle 20%
3. Loss of or total loss of use of:
   a. foot below the level of the ankle (talo tibular joint) 50%
   b. thumb 20%
   c. one forefinger or big toe 15%
   d. any other finger 10%
   e. any other toe 4%

**Permanent total disablement (PTD)**
Means disablement other than any permanent disabling injury which has lasted for at least 12 months from the date of the bodily injury and which in the insurers opinion is beyond hope of recovery and will in all probability continue for the remainder of the insured person’s life and will prevent the insured person from engaging in or giving attention either to:
   a) their usual occupation if in gainful employment
   b) or if the insured person;
      i) is not in gainful employment
      ii) is employed solely as a footballer;
      iii) has football as their main employment;
      iv) is under 16 years of age or under 18 years of age and in full time education;
then insurers will make an assessment to ascertain if the insured person is unable to carry out a business function, schooling, profession or occupation for which the insured person is fitted by way of education or experience.
In all cases permanent total disablement will be calculated on a medical assessment by Us or by an independent qualified medical practitioner appointed by insurers, and which results in the insured person’s inability to perform, without assistance from another person, at least 2 of the following activities of daily living:
• eating
• getting in and out of bed
• dressing and undressing
• toileting
• walking 200 metres on level ground
All assessments will be judged on if the insured person will be permanently affected for the remainder of their life.

**Physiotherapy cover**
If an accident occurs during the period of insurance and effective time that causes bodily injury to an insured person and directly results in a valid:

1. Temporary total disablement claim
or
2. Broken bones claim
or
3. Primary dislocation claim
or
4. Snapped or ruptured achilles tendon and or cruciate ligament claim

under this policy, the insurer will pay the insured person 75% of the costs for each session of necessary physiotherapy and/or chiropractic treatment incurred within 12 months of bodily injury, up to a maximum of £50 per visit, for total of 10 sessions provided that he Insured person has a written referral from their general practitioner for physiotherapy arising from such bodily injury.

This cover does not apply if treatment has been received by the NHS or claimed for under a current private medical insurance or any other insurance policy.

**Primary dislocation benefit**
Primary dislocation means the first time an insured person has suffered a dislocation of the following joints:
   i) kneecap
   ii) elbow
   iii) hip
   iv) shoulder

**Quadriplegia/Tetraplegia**
Shall mean complete paralysis of all four limbs which results in Permanent Total Disablement.

**Qualified Medical Practitioner**
Means a doctor or specialist who is registered or licensed to practise medicine under the laws of the country in which they practise other than:
   a. an Insured Person
   b. a relative or partner of an Insured Person

**Rehabilitation and retraining**
Where bodily injury results in the permanent total disablement benefit becoming payable for an insured person, insurers will indemnify the insured person up to £5,000 for reasonable costs incurred to rehabilitate and/or retrain the insured person for an alternative occupation, subject to insurer’s prior written approval being obtained.

**Student**
An insured person who is in full time education and enrolled or attends classes at a school, college, or university.

**Student tutorial benefit**
Expenses relating to home tuition or necessary additional expenses to attend school following an injury

**Temporary total disablement (TTD)**
Temporary disablement which entirely prevents the insured person from engaging in their usual occupation.

**Triplegia**
Means complete paralysis of three limbs which results in Permanent Total Disablement

**Usual occupation**
The tasks, duties and other functions, which the insured person normally performs in connection with their paid employment for which they are engaged in 16 hours or more per week. Permanent total disablement (PTD) is paid when an injury prevents you from continuing your usual occupation.

**Waiting period**
A period at the beginning of a period of temporary total disablement during which benefits are not payable. (If the relevant waiting period has been exceeded then the benefit period will begin from the date of the accident inclusive of the waiting period).

**Worldwide**
The policy operates worldwide but excludes travel to a specific area against advice issued by the Foreign and Commonwealth Office.

---

The full policy wording can be found on the website [bluefinsport.co.uk/ngis](http://bluefinsport.co.uk/ngis)
### 1) Club details (Please complete sections 1 to 7, ensuring you sign the declaration on the back)

<table>
<thead>
<tr>
<th>Club name</th>
<th>Contact name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact address</td>
<td>Postcode</td>
</tr>
<tr>
<td>Phone</td>
<td>Email</td>
</tr>
<tr>
<td>Affiliated County FA</td>
<td>Affiliated League</td>
</tr>
</tbody>
</table>

*By providing your e-mail address you consent to receiving policy documentation, renewal invitations and correspondence electronically only.

**Your contact preferences**

We would like to get in touch from time to time to tell you about products and services that we think will be of interest. This may include other insurance products that could help increase your insurance protection or useful news and risk management advice on topics to keep safe and avoid claims. Your details will only be used by us - we’ll never share your information with other organisations for marketing purposes. Please tell us how you would like to hear from us:

- Email ☐
- Post ☐
- Telephone ☐

(See instructions for booking your contact preferences)

You can change your contact preferences whenever you like by contacting us on 0345 872 5060 (Monday to Friday 9am to 5pm) or emailing sport@bluefinsport.co.uk.

### 2) Number of teams

<table>
<thead>
<tr>
<th>Adult 11 a side teams</th>
<th>Walking football teams</th>
<th>Youth U13’s teams &amp; above</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adult 5/7 a side teams</td>
<td>Youth U12’s teams &amp; below</td>
<td></td>
</tr>
</tbody>
</table>

### 3a) Adult team core cover (Please refer to summary of the benefits)

Please select level of cover required

<table>
<thead>
<tr>
<th>Basic</th>
<th>Intermediate</th>
<th>Superior 120</th>
<th>Superior 200</th>
<th>Superior 300</th>
<th>Superior 400</th>
<th>Superior 600</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

£ per 11 a side team

| £23.38 | £35.88 | £66.24 | £85.88 | £118.03 | £144.81 | £200.17 |

£ per 5/7 a side team

| £11.69 | £17.94 | £33.12 | £42.94 | £59.01 | £72.41 | £100.08 |

£ per walking football team

| £11.69 | £17.94 | £33.12 | £42.94 | £59.01 | £72.41 | £100.08 |

### 3b) Adult team optional covers (Please refer to summary of the benefits)

Would you like any optional extras? (Available for Superior policies only)

<table>
<thead>
<tr>
<th>Superior Life 20</th>
<th>Superior Life 30</th>
<th>Broken Bones</th>
<th>Dental Accident</th>
<th>Physiotherapy</th>
<th>Extra Pack</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Please tick) ☑</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

£ per 11 a side team

£ per 5/7 a side team

£ per walking football team

### 4a) Youth team core cover (Please refer to summary of the benefits)

Please select level of cover required

<table>
<thead>
<tr>
<th>Basic</th>
<th>Superior Gold</th>
<th>Superior Platinum</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

£ per U13’s team & above

£ per U12’s team & below

(See instructions for booking your contact preferences)
4b) Youth team optional covers (Please refer to summary of the benefits)

Would you like any optional extras?
(Available for Superior policies only)

<table>
<thead>
<tr>
<th></th>
<th>Superior Life 20</th>
<th>Superior Life 30</th>
<th>Extra Pack</th>
<th>Physiotherapy</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Please tick)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>£ per U13's team &amp; above</td>
<td>£2</td>
<td>£4</td>
<td>£17.36</td>
<td>£5.36</td>
</tr>
<tr>
<td>£ per U12's team &amp; below</td>
<td>£2</td>
<td>£4</td>
<td>£14.29</td>
<td>£5.36</td>
</tr>
</tbody>
</table>

Number of teams

5) Inception date

Please confirm the date you wish the cover to start

_ / _ /20

Please note, your cover must operate from 1st July, or later to 30th June each year.

6) Total premium

Please add the total premium due for all your teams (add boxes A to L)

Administration fee
(No fee online)

£5.00  

Add A to L

7) Declaration

Definitions

Some words in this Declaration are in bold and have particular meaning. Wherever they appear their particular meaning is given below:

**We/Us/Our/Ourselves:** XL Catlin.

**You/Your:** Club Official, Club Secretary, Committee Member.

Any information **You** have provided will be dealt with by **Us** in compliance with the provisions of the Data Protection Act 2018. For the purpose of providing this insurance and handling any claims or complaints which may arise under it, **We** may need to transfer certain information which **You** have provided to other parties. By signing this proposal form **You** agree that such transfer(s) may be made.

Insurance administration

Information **You** supply may be used for the purposes of insurance administration by the insurer, its associated companies and agents, by reinsurers and Bluefin Sport. It may also be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurer’s compliance with any regulatory rules/codes. **Your** 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. Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjustors or investigators). In the case of personal data, with limited exceptions, and on payment of the appropriate fee, **You** have the right to access and if necessary rectify information held about **You**.

Law applicable

**We** and **You** are entitled to choose the law that will govern this contract of insurance. **We** propose the Laws of England and Wales and this will apply unless otherwise agreed.

Complaints procedure

**We** value the opportunity to investigate any concerns **You** may have about any aspect of the service and are committed to handling all complaints fairly, thoroughly and promptly.

Who to contact in the first instance

If **You** have any questions or concerns about this policy or the handling of a claim, please contact Bluefin Sport through whom this policy was arranged. In the event that **You** remain dissatisfied and wish to make a complaint, **You** may do so at any time by referring the matter to the Complaints Manager at Catlin Underwriting Agencies Limited. The address is:

Complaints Manager, Catlin Underwriting Agencies Limited, 20 Gracechurch Street, London EC3V 0BG

Telephone Number: +44 (0) 20 7743 8487

Email: Catlincomplaints@catlin.com

If **You** remain dissatisfied after **XL Catlin** have considered **Your** complaint, it may be possible in certain circumstances to refer the complaint to Lloyd’s. Details of Lloyd’s complaints procedures are set out in a leaflet “Your Complaint - How We Can Help” available at www.lloyds.com/ complaints and are also available from Catlin Underwriting Agencies Limited at the above address or from Lloyd’s at:

Lloyd’s Complaints, One Lime Street, London EC3M 7HA

If **You** remain dissatisfied after Lloyd’s has considered **Your** complaint, or **You** have not received a decision by the time Catlin Underwriting Agencies Limited and Lloyd’s have taken eight (8) weeks overall to consider **Your** complaint, **You** can refer **Your** complaint to the Financial Ombudsman Service at:


Telephone Number: 0800 0234 567 (free for people phoning from a “fixed line”, for example, a landline at home)

Telephone Number: 0300 1239 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

From outside the United Kingdom

Telephone number: +44(0) 20 7964 1000

Email: complaint.info@financial-ombudsman.org.uk

Statement of fact

In respect of the club which is the subject of this insurance contract no insurer has ever:-

- declined, cancelled or refused any proposal of insurance;
- cancelled or declined to renew any insurance;
- imposed special terms or conditions.

If **You** are unable to confirm these statements, **You** must contact Bluefin Sport as soon as possible.

I declare to the best of my knowledge:

- The above statements and particulars are true and complete.

I/we declare that the information disclosed in this proposal, is to the best of my/our knowledge and belief both accurate and complete. I/we have taken care not to make any misrepresentation in the disclosure of this information and understand that all information provided is relevant to the acceptance and assessment of this insurance, the terms on which it is accepted and the premium charged.

Signature __________________________ Position within club __________________________ Date __________________________

Payment method and where to send

For postal applications we can only accept payment in the form of a cheque made payable to ‘Marsh Ltd’

Please return this form and payment to Bluefin Sport, Castlemead, Lower Castle St, Bristol BS1 3AG

Please note that cover cannot commence until payment has been received and the application form accepted and cover confirmed to you in writing by Bluefin Sport.
Our Terms of Engagement

We have provided a copy of our ‘Terms of Engagement’ alongside this brochure which details the basis on which we provide our services to you, together with a copy of our ‘Duty of Disclosure and Fair Presentation’ and our ‘Important Information for Marsh Clients’ documents, which set out a number of your obligations.

Unless you inform us in writing to the contrary, this Letter and Terms of Engagement will form the legal agreement between us.

If you have not received a copy of our Terms of Engagement please contact us on 0345 872 5060 or email sport@bluefinsport.co.uk (Mon to Friday 9am to 5pm).

Notify your members

It’s good practice to consult with your players and officials to consider all the options available before selecting an appropriate level of cover.

Once a policy is purchased we would recommend making them fully aware of the extent of the cover in place (we include a useful poster with our policy pack for this very purpose).

This will help educate your members and also provide an opportunity for any individuals who may wish to purchase their own additional insurance protection to do so.

This can be particularly useful if they are, for example, self-employed and may wish to consider an income protection policy that could also cover sickness and provide 24/7 cover, not just from football activities.

How we use your data

To provide our services, we need to collect and use information about individuals such as their name and contact details, as well as special categories of personal data (e.g. about their health information) and information about criminal convictions and offences. The purposes for which we use personal data may include arranging insurance cover, handling claims, for crime prevention. More information about our use of personal data is provided in the Marsh Privacy Notice at https://www.marsh.com/uk/privacy-notice.html or in hard copy on request by emailing or writing to Data Protection Officer, Marsh Ltd, Tower Place, London EC3R 5BU or dataprotection@marsh.com.

Providing the services may involve the disclosure of personal data to third parties such as insurers, reinsurers, loss adjusters, premium finance providers, sub-contractors, our affiliates and to certain regulatory bodies who may require your information themselves for the purposes described in the Marsh Privacy Notice.

Depending on the circumstances, the use of personal data described in this notice may involve a transfer of data to countries outside the UK and the European Economic Area that have less robust data protection laws. Any such transfer will be done with appropriate safeguards in place.

In some circumstances, we (and other insurance market participants) may need to collect and use special categories of personal data (e.g. health information) and/or information relating to criminal convictions and offences. Generally, we are able to do this because it is necessary for the insurance activities that we undertake or for fraud prevention purposes.

Where you are providing us with information about a person other than yourself, you agree to notify them of our use of their personal data and, if requested by us, obtain their consent to our use of any special categories of personal data such as health information and information relating to criminal convictions and offences (e.g. by requiring the individual to sign a consent form).
We can also provide football insurance for...

PROPERTY
(CLUBHOUSE
AND STADIA)

CONTENTS

PERSONAL
ACCIDENT
(FOR INDIVIDUALS)

TRAVEL/TOURS
(CLUBS/TEAMS)

The information contained herein is based on sources we believe reliable and should be understood to be general risk management and insurance information only. The information is not intended to be taken as advice with respect to any individual situation and cannot be relied upon as such.

0345 872 5060  Mon to Fri 9am to 5pm

nationalgame@bluefinsport.co.uk

bluefinsport.co.uk/ngis
Marsh Ltd
Terms of Engagement

Introduction
Marsh Ltd is an insurance intermediary and risk consultant.

These Terms of Engagement, together with any Letter of Engagement or Statement of Work we send to you will form the agreement between us and you, our client (the “Engagement”). If anything in this Terms of Engagement document is inconsistent with your Letter of Engagement or Statement of Work, then the relevant part of the Letter of Engagement or Statement of Work will apply.

When we provide reinsurance services, all references to ‘insurance’ or ‘insurers’ should be read as references to ‘reinsurance’ or ‘reinsurers’.

References to ‘you’ and ‘your’ include each of your affiliates (as defined in clause 11.1).

These Terms of Engagement contain important information. If there is anything you do not understand or accept, please talk to your regular Marsh contact. By instructing us, you are accepting the terms of the Engagement.

Our Services are set out in a schedule to your Letter of Engagement or in your Statement of Work or they will otherwise be agreed between you and us in writing.

You have the right to ask us for a copy of any personal data that we hold about you in our records, and to correct any inaccuracies or out-of-date information. Should you wish to do so or if you have any questions about our use of the personal data you provide please contact your regular Marsh contact or write to the Data Protection Officer:

Data Protection Officer
Marsh Ltd
Tower Place
London EC3R 5BU
Phone: 020 7357 1000
Email: dataprotection@marsh.com

ToE Combined
1. Our Services

1.1 We will use the reasonable skill and care expected of a competent and professional insurance intermediary and risk consultant providing similar services.

1.2 Our Services may include advice or recommendations (or both) as set out in your Letter of Engagement or Statement of Work. However, it is for you to decide whether or not to accept our advice or recommendations.

1.3 We will be entitled to provide the Services ourselves or, where appropriate, through one or more of our affiliates or subcontractors.

1.4 Claims related Services will only be provided up to the time the Engagement ends, unless specifically agreed otherwise in writing.

1.5 Any information we provide on insurance regulatory and tax issues will be based on information available publicly and our experience from working on similar matters for other clients. We are not qualified to provide, and will not provide, legal, accounting, regulatory or tax advice. We recommend that you obtain your own advice on such matters from relevant professional advisers.

1.6 After assessing your needs, we will normally recommend an insurance solution for you. You will then need to decide how to proceed. When we receive your instructions, we will try to arrange insurance to meet the needs you have specified. If we cannot place your insurance policy, we may refer you to another insurance intermediary.

1.7 As part of our negotiations with insurers on your behalf, we may on occasion be able to obtain more favourable terms and conditions for your placement by providing insurers with certain types of information. Where we believe your interests would be advanced by doing so, you authorise us to do the following:

1.7.1 at the outset of the negotiations, to provide insurers with the terms of the expiring policy, including pricing, and/or a pricing objective for your placement;

1.7.2 during negotiations, to provide one or more insurers with terms of a quote received from another insurer, where in our judgment doing so may lead to improved terms for you; and

1.7.3 at the end of negotiations, to provide one or more insurers with an opportunity to submit an improved quote after all other quotes have been received.

2. How we are paid by you

2.1 We are either paid:

- a percentage of the premium due to the insurer for your insurance policies (a commission or brokerage); or
- a fee; or
- a combination of both.

2.2 For insurance broking services, we will be considered to have fully earned our commission from the inception of your policy. We will keep our commission even if an insurance policy is amended, terminated or cancelled. This does not affect any statutory cancellation rights you have. Our right to fee earnings is not conditional on the placement of an insurance policy.

2.3 Where appropriate we will charge reasonable expenses in connection with travel, accommodation and meals while working on your behalf away from any Marsh office.

2.4 If you ask us for a copy of your files, we may charge you for our time spent and costs reasonably incurred in dealing with such a request.

2.5 All fees and expenses we quote do not include VAT (which will be added if applicable).

3. Client money

3.1 If we hold money on a client's behalf, it will be held in a trust fund that is separate from our own cash assets. These separate trust fund arrangements are commonly known as "client money". If we were ever unable to pay our debts, then those to whom we owe money (our creditors) should not be able to make claims on our client money in the separate trust funds as it does not form part of our own cash assets.

3.2 The trust arrangement we use for client money is known as a non-statutory trust. Here, we may use premiums and claims monies we receive to cross-fund clients' premiums and claims; for example we may pay a premium on to an insurer before we have received it from the client if we believe it is in the best interests of that client.

3.3 We have agreements with some insurers (known as risk transfer agreements). Under these risk transfer agreements the insurers agree that they are responsible to you for any premium that you have already paid to us and that they remain responsible for any claims payments until the claim payment is received by you. In this case we may hold client money due to or from the insurers in the same trust fund.

3.4 Where we do not have risk transfer agreements in place with insurers the client money we hold will still be protected within the non – statutory trust but will be known as "non risk-transfer" client money. Non-risk-transfer clients have priority over insurers to the money in the trust fund as insurers granting risk transfer have agreed to subordinate their interests in the trust to those of Marsh’s non risk-transfer clients.

3.5 We do not use client money to pay ourselves commission before we receive your premium.

3.6 When we hold client money on trust for you this gives rise to fiduciary duties upon us that will not be discharged until the client money is deemed to have reached the insurer or product provider (as detailed above, this is when we receive premium in the case of risk transfer agreements).

3.7 Without affecting our fiduciary duties to you, in some cases we may:

- hold client money in accounts which are outside of the United Kingdom and which may be subject to different legal and regulatory conditions and may treat money differently in the event of a bank failing. If you are a consumer (a person who buys products or services for personal use and not for business purposes) you can ask us not to put your client money in an account in a particular country.

- pass client money to another intermediary, including ones outside of the United Kingdom where different legal and regulatory conditions apply and where money may be treated differently in the event of an intermediary failing. If you are a consumer, you can ask us not to pass your money to an intermediary outside of the United Kingdom or in a particular country.

- arrange to hold certain investments with a value at least equal to the money that would otherwise have been paid into a separate client account. If we do this, we will be responsible for meeting any shortfall in the client money funds if the shortfall is due to a reduction in the market value of those investments.

3.8 If, in the process of handling client money, we earn interest or benefit from investment income or from foreign exchange rate movements, we will keep any such amounts.
4. Your obligations

4.1 Your attention is drawn to the accompanying Important Information document and Duty of Disclosure and Fair Presentation document which set out a number of your obligations. In addition, the below sets out further obligations which apply to all Services.

4.1.1 You shall provide us with all relevant information in relation to your business to enable us to provide the Services. Such information must be provided in a format which allows us to provide a clear presentation to insurers. We can rely on any information provided to us by you and/or your outgoing insurance broker.

4.1.2 You must pay your insurance premiums and our invoices on time.

4.2 For consulting Services only:

- You must arrange for us to have access to all records, documents, files and other relevant information, personnel and/or management. If we need further information, or if we need to visit any of the project's premises, we will arrange this with you.
- Our Services are based on conditions observed by us and information provided by you.
- You agree to pay our invoices within 30 days of the invoice date. We may suspend or terminate the Services entirely until all invoices are paid.

5. Work product

5.1 We disclaim all responsibility for any consequence whatsoever should a third party rely upon any report, letter, information or advice we provide to you without our prior written consent that such third party may do so.

5.2 The restrictions in this clause 5.2 apply to our consulting Services and Global Analytics Services only.

5.2.1 You must not use any materials that we create, utilise or develop in connection with the Engagement, and any intellectual property rights associated with them (the “Work Product”), for any purpose other than your internal risk management purposes (the “Purpose”).

You must not:

- Disclose the Work Product to any third party;
- use it for any other purpose; or
- reproduce, disseminate, quote from or refer to, in whole or in part at any time, nor shall any public references be made concerning Marsh or the Work Product or disclosure of Marsh’s role in connection with this Engagement, or public reference to this Engagement without our prior written permission. However, subject always to Clause 9, we may refer to the fact that we have carried out work for you.

5.2.2 Notwithstanding the above obligation not to disclose the Work Product to any third parties and only use it for the Purpose, should a third party receive the Work Product and place reliance on it, you will indemnify, defend and hold harmless Marsh, its directors, officers, shareholders, affiliates and employees (collectively “Indemnified Persons”) from and against any and all claims (including claims for reasonable legal fees) brought by such a third party in connection with the Work Product or the Engagement. You will not be liable under this indemnity to the extent any such claim is determined, by way of a final judgment of a court of competent jurisdiction, not subject to further appeal, to have resulted from the fraud or wilful misconduct of any Indemnified Person.

5.2.3 Any oral or draft Work Product which we might provide will not constitute our final opinions and conclusions. These will be contained in our final written Work Product, which shall be expressed as such.

5.2.4 Provided that any relevant party (referred to below) to which you intend to disclose a Work Product agrees in writing that it cannot rely on the Work Product and that it will not disclose the Work Product to any third party, we agree that you may provide the Work Product to your regulators, your financing banks or proposed financing banks, insurers or proposed insurers for information only.

5.2.5 Where we permit a third party to place reliance on a Work Product and thereby agree to accept liability or responsibility to a third party it will be by means of a letter from us to the addressees as defined in such letter (the “Release Letter”) where the addressees accept and agree:

i. to enter into a contractual relationship with us;
ii. that the report containing the Work Product was addressed to you and was prepared on your instructions only and will not necessarily address or reflect their interests or circumstances; and
iii. that our liability to them is limited to, and aggregated with, our liability to you.

6. Period and termination

6.1 The Engagement starts on the date shown in your Letter of Engagement or Statement of Work. If there is no Letter of Engagement or Statement of Work then the Engagement starts when you receive these Terms of Engagement.

6.2 Either party may terminate the Engagement by giving the other not less than 90 days' notice in writing. We will still be entitled to the earnings referenced in clause 2 and/or a fee for any consulting Services and/or for any Global Analytics Services which we have provided based on the time we have spent providing the Services plus any reasonable expenses.

6.3 Either party may terminate the Engagement immediately in writing if the other party:

- commits a material breach and, in the case of a breach capable of remedy, fails to do so within 30 days of receipt of a notice setting out particulars of the breach; or
- becomes insolvent or bankrupt, goes into liquidation, enters into a voluntary arrangement with their creditors, becomes subject to an administration order or has a receiver appointed over their assets, or becomes subject to any equivalent foreign process.

6.4 When the Engagement terminates we will co-operate in the transfer of your business where necessary, in consideration of all amounts owed to us being paid.

7. Limit of our liability

7.1 The maximum aggregate liability of Marsh and our affiliates to you, howsoever arising, in connection with the Engagement shall be limited in total to either the amount set out in any Letter of Engagement or Statement of Work or, in the absence of any such amount being specified therein:

7.1.1 For insurance broking Services, £10,000,000.

7.1.2 For consulting Services (other than Global Analytics Services as described below) the greater of £500,000 or ten times the fee paid to Marsh for the consulting Services. In the event that we agree to make the Work Product available to third party(ies) in accordance with clause 5.2 above, the aggregate liability described in this clause 7.1.2 shall be the aggregate liability to you and/or all of the third parties.
7.1.3 For Global Analytics Services (including risk financing optimisation, fund reserving, catastrophe modelling, financial modelling and structured/legacy solutions) one times the fee or where no fee is charged for Global Analytics Services, then £500,000.

7.2 Marsh and our affiliates shall not be liable to you in any circumstances, for any loss of profit or any special, indirect or consequential loss howsoever arising under or in connection with the Engagement.

7.3 We are not liable for any actions or failures arising before the date you enter into the Engagement.

7.4 These provisions shall not apply to:
   • any liability which cannot lawfully be excluded or limited; and
   • any client defined as a consumer (i.e. a person acting for purposes outside his trade, business or profession).

7.5 This limitation of liability clause shall survive termination of the Engagement.

7.6 Our obligations to you are solely contractual in nature. We act as a fiduciary for you to the extent required under English law but do not have any enhanced fiduciary or other duty to you.

8. Data protection and intellectual property

8.1 We shall retain all intellectual property rights in all materials developed, designed or created by us (or any of our affiliates) before or during the Engagement, however we grant you a perpetual and royalty free license to use these materials, but only for the purposes for which they were created under the Engagement.

8.2 The parties both warrant that they will comply with the provisions of the applicable UK, EU and any other data protection laws including General Data Protection Regulation (Regulation EU 2016/679), and any other applicable data protection laws, applicable to the Engagement.

8.3 To provide our services, we will collect and use information about individuals, such as their name and contact details, which may also include special categories of personal data (e.g. about your health) and information relating to criminal convictions and offences. The purpose for which we use personal data may include arranging insurance cover, handling claims and for crime prevention. More information about our use of personal data is set out in the Marsh Privacy Notice available at [https://www.marsh.com/uk/privacy-notice.html](https://www.marsh.com/uk/privacy-notice.html). You can also request a copy of the Marsh Privacy Notice by email or writing to the Data Protection Officer, Marsh Ltd, Tower Place, London EC3R 5BU or dataprotection@marsh.com. We recommend that you review this notice.

8.4 Providing the services may involve the disclosure of personal data to third parties such as insurers, reinsurers, loss adjusters, sub-contractors, our affiliates and to certain regulatory bodies who may require your personal data themselves for the purposes described in the Marsh Privacy Notice.

8.5 Depending on the circumstances, the use of personal data described in this notice may involve a transfer of data to countries outside of the UK and the European Economic Area that have less robust data protection laws. Any such transfer will be done with appropriate safeguards in place.

8.6 Use of personal data you must consent to: in some circumstances, we may need to collect and use special categories of personal data (e.g. health information) and/or information relating to criminal convictions and offences. Where this is required, unless another legal ground applies, your consent to this processing is necessary for us to provide you with the relevant services and you consent to such processing. Although you may withdraw your consent at any time, if you do we may be unable to continue to provide services to you and this may mean that we are unable to process your enquiry or claim or that your insurance cover will stop.

8.7 Where you are providing us with personal data about a person other than yourself, you agree to notify them of our use of their personal data and obtain their consent to our use of any special categories of personal data such as health information and information relating to criminal convictions and offences. You agree that our provisions of the Services to you is conditional on you providing such notices and obtaining such consents. Any third party whose personal data we use may withdraw any such consent at any time but if consent is withdrawn then we may be unable to continue to provide services to them (and possibly you), and this may mean that we are unable to process enquiries or claims or that the relevant insurance cover will stop.

8.8 We will maintain appropriate data security procedures designed to protect against loss or compromise of personal data.

9. Confidentiality

9.1 We will keep your information confidential. However, in the normal course of business and in acting on your behalf we may disclose your information to our employees, agents, outsourcers, premium finance providers, affiliates or sub-contractors or to insurers and their agents. We may also have to disclose your information pursuant to legal or regulatory requirements including, but not limited to, requests meeting the requirements under the Third Parties (Rights against Insurers) Act 2010. Any disclosure to any other third party will only be made with your prior written consent.

9.2 We will be entitled to use information in relation to your insurance, on an anonymised basis, when dealing with insurers on other risks on behalf of policyholders other than yourself.

9.3 We may:

9.3.1 provide databases to insurers which may include confidential information relating to your insurance; and

9.3.2 include, on an anonymous basis, information relating to your insurance programme in benchmarking, modelling and other analytics offerings.


9.5 This confidentiality commitment to you does not apply to information lawfully in our possession or in the public domain.

10. Bribery and corruption

Each party shall comply with all applicable laws, statutes and/or regulations relating to bribery and corruption, including but not limited to the Bribery Act 2010.

11. Affiliates

11.1 You accept the Engagement on your own behalf and on behalf of each of your affiliates (where they are receiving, or are a beneficiary of the Services). You shall ensure that each of your affiliates will act on the basis that they are a party to and bound by the Engagement. All references in the Engagement to “you” (and derivatives of it) shall mean you and each of your affiliates.
11.2 For the purpose of this Engagement “affiliates” means, in relation to a company, its subsidiaries and subsidiary undertakings and any holding company it may have and all other subsidiaries and subsidiary undertakings of any such holding company (as such terms are defined in the Companies Act 2006). In addition to the foregoing, in reference to Marsh the term “affiliates” shall include Marsh & McLennan Companies, Inc. and all of its subsidiaries. As the term applies to you, “affiliate” shall also include your partners, co-venturers and/or other co-insureds to whom we or any of our affiliates may assume a responsibility as a consequence of the provision of the Services or any additional services.

12. General

12.1 These Terms of Engagement may only be amended by written agreement signed by each party.

12.2 Except as set out in these Terms of Engagement, a person who is not a party to the Engagement, has no rights to enforce or to enjoy the benefit of any term of the Engagement by virtue of the Contracts (Rights of Third Parties) Act 1999.

12.3 Neither party will have any liability for any failure or delay in performing their obligations because of a force majeure event. Force majeure means an event beyond the reasonable control of a party.

12.4 Notwithstanding clauses 6 and 12.3, Marsh reserves the right to suspend or terminate the Engagement (in whole or in part) where it believes performance could be a breach of applicable economic or trade sanctions. Marsh shall not provide insurance or reinsurance broking, risk consulting, claims or other services or provide any benefit to the extent that the provision of such services or benefit would violate applicable law or expose Marsh or its affiliates to any sanction, prohibition or restriction under UN Security Council Resolutions or under other trade or economic sanctions, laws or regulations.

12.5 If any provision of the Engagement is prohibited or unenforceable or is found to be invalid, illegal or unenforceable by a court or any other competent authority, that provision shall, to the extent required, be deemed deleted and the validity and enforceability of the other provisions of the Engagement shall not be affected.

12.6 The Engagement sets out the entire understanding of the parties in relation to the matters that it deals with and supersedes and invalidates all previous letters, agreements and understandings (oral or written) in relation to those matters.

12.7 Any failure or delay in exercising any rights under the Engagement shall not constitute a waiver of such rights.

13. Governing law and jurisdiction

The Engagement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law and any disputes related thereto shall be subject to the exclusive jurisdiction of the English courts.
IMPORTANT INFORMATION FOR MARSH CLIENTS – UNITED KINGDOM

INTRODUCTION
Marsh Ltd is an insurance intermediary and risk consultant.
Please read this important information carefully and if there is anything you do not understand, please talk to your regular Marsh contact.
We aim to treat our clients fairly and will not deliberately put ourselves in a position where our interests, or duties to anyone else, prevent us from fulfilling our duties to you.
Please visit our website at https://www.marsh.com/uk/about-marsh/leading-the-way-in-transparency.html or contact us for more information on how we manage conflicts of interest.

HOW WE ARE REGULATED
Marsh Ltd is authorised and regulated by the Financial Conduct Authority (FCA) (Register no. 307511). You can check our authorisation on the Financial Services Register by visiting their website at www.fca.org.uk/register or by calling 0800 111 6768.
Marsh Ltd is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. General Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For Professional Indemnity insurances and compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.
Further information about compensation scheme arrangements is available from the FSCS.

COMPLAINTS AND ACCESS RIGHTS
If you wish to register a complaint please contact your regular Marsh contact or:
Head of Quality
Marsh Ltd
Tower Place
London EC3R 5BU
Phone: 020 7357 1000
Email: quality.feedback@marsh.com
Should you remain dissatisfied with the way we resolve a complaint, you may have the right to refer to the Financial Ombudsman Service, free of charge. Their address is:
The Financial Ombudsman Service (FOS),
Exchange Tower, London, E14 9SR. Tel: 0800 023 4567
Email: complaint.info@financial.ombudsman.org.uk
Further information can be found on the Financial Ombudsman Service website. FOS Website: www.fos.org.uk
You have the right to ask us for a copy of any personal data that we hold about you in our records, and to correct any inaccuracies or out-of-date information. Should you wish to do so or if you have any questions about our use of the personal data you provide please contact your regular Marsh contact or write to the Data Protection Officer, Marsh Ltd., Tower Place, London EC3R 5BU or dataprotection@marsh.com.
HOW WE ARE PAID

We are paid by you either as:

• a percentage of the premium due to the insurer for your insurance policies (a commission or brokerage); or
• a fee; or
• a combination of both.

We will tell you the amount of commission we are paid or how it is calculated on request.

We also receive payments from insurers for work transferred to us which we do on their behalf, such as binding cover, producing and issuing policy documents and settling claims. We may also receive payments from insurers for marketing, distribution and IT systems. We will disclose these payments to you on request if they specifically relate to your policies.

We may receive payments from third parties in connection with arrangements such as premium finance facilities. We will disclose these payments to you on request if they specifically relate to your policies.

We receive payments from insurers for providing consulting, data analytics and other services. These services are designed to:

• improve the range of products we can offer to our clients;
• help insurers to identify new opportunities; and
• make insurers more efficient.

The scope and nature of these services vary. A list of insurers who pay us for consulting services is on our website at: https://www.marsh.com/uk/about-marsh/leading-the-way-in-transparency.html

We operate certain panels, facilities, quota shares and other placement arrangements with insurers. We receive separate payments from the insurers for administering these arrangements. A list of insurers who take part in our Placement Plus and quota share arrangements can be viewed on our website at: https://www.marsh.com/uk/about-marsh/leading-the-way-in-transparency.html

We may receive further commission/brokerage from insurers with whom we place multiple policies. Some insurers pay contingent commission/brokerage when we are able to meet set goals for policies placed with insurers during a given year or other time period.

If we cannot place your insurance policy, we may refer you to another insurance intermediary. If we receive payment for doing so we will tell you.

We may use an affiliate or sub-contractor to help us meet your insurance needs; if so they may receive payment from insurers or from us. If insurers with which we place your business choose to use our services or the services of an affiliate of ours for reinsurance purposes, we may also receive further payment.

If, in the process of handling client money, we earn interest or benefit from investment income or from foreign exchange rate movements, we will keep any such amounts. (See Client Money section below).

For more details of payments we receive, please see our “Guide to how we are paid (UK and Ireland)” at: https://www.marsh.com/uk/about-marsh/leading-the-way-in-transparency.html

OUR SERVICES

After assessing your needs, we will normally recommend an insurance solution for you. You will then need to decide how to proceed. When we receive your instructions, we will try to arrange insurance to meet the needs you have specified.

When we provide reinsurance services, all references to “insurance” or “insurers” should be read as references to “reinsurance” or “reinsurers”.

We may inform you about a product on a non-advised basis (we will give you enough information so that you can make an informed decision based on your insurance needs, but we will not personally recommend the product to you). When this happens we will make this clear to you.

Sometimes we obtain quotations from a limited number of insurers, or even only a single insurer. Where we do so, we do not have a contractual obligation to engage exclusively with any particular insurers. In such a case we will approach the insurers based on our knowledge and expertise in the market. Normally we will give you a list of the insurers we intend to approach, or have approached before arranging any insurance for you.

As part of our negotiations with insurers on your behalf, we may on occasion be able to obtain more favourable terms and conditions for your placement by providing insurers with certain types of information. Where we believe your interests would be advanced by doing so, you authorise us to do the following:

• at the outset of the negotiations, to provide insurers with the terms of the expiring policy, including pricing, and/or a pricing objective for your placement;
• during negotiations, to provide one or more insurers with the terms of a quote received from another insurer, where in our judgment doing so may lead to improved terms for you; and
• at the end of negotiations, to provide one or more insurers with an opportunity to submit an improved quote after all other quotes have been received.

There is a risk that Brexit will impact insurance policies which straddle the date on which the UK leaves the EU, affect the settlement of claims made under policies which expire prior to, before or after Brexit, or will reduce choice of insurer following Brexit. Marsh has developed strategies to help enable post-Brexit continuity of cover for our clients:

• We are closely monitoring insurers’ progress with their Brexit plans to satisfy ourselves that they will be able to provide continuity of cover and claims settlement post-Brexit.
• We have developed propositions to provide back-up capacity in the event an insurer on your programme does not succeed in putting in place a solution for EU risks post-Brexit.
• Marsh can effectively achieve passporting through our EU-wide presence (including various teams in EU hubs that are closely linked to our London teams), existing licences, and breadth of experience.

If you have any questions or concerns regarding your insurance programme and Brexit, please speak to your usual Marsh contact.
Our obligations to you are solely contractual in nature. We act as a fiduciary for you to the extent required under English law but do not have any enhanced fiduciary or other duty to you.

We may:
- provide databases to insurers which may include confidential information relating to your insurance; and
- include, on an anonymous basis, information relating to your insurance programme in benchmarking, modelling and other analytics offerings.

More information regarding the databases, benchmarking, modelling and analytics referenced above is available at: https://www.marsh.com/uk/about-marsh/leading-the-way-in-transparency.html

YOUR OBLIGATIONS

DOCUMENTS
You must promptly check all documents you receive from us or insurers to make sure there are no mistakes or misunderstandings. You must immediately tell your regular Marsh contact or the insurer about any mistakes or anything which you do not think is in line with your instructions.

You should keep your policy documents in a safe place for as long as it is possible for you to make a claim. We may not issue new documents every year, or, (depending on any regulatory requirements), keep copies.

WARRANTIES

1. PAYMENT
Some insurance policies may include a settlement due date or a warranty under the terms of which the premium must be paid to them by a certain date or dates. We will tell you about any such requirements and the relevant date or dates in time to enable you to meet the payment terms.

2. OTHER POLICY WARRANTIES
If you do not comply with the exact terms of a warranty, it may adversely affect the validity of your policy and/or your right to a claim under the policy.

MAKING A CLAIM UNDER YOUR INSURANCE POLICY
Most insurance policies have strict conditions about what you should do if you have a claim or you know about something that might lead to a claim in the future. It is your responsibility to understand these conditions and any relevant limitation period for commencing legal proceedings or other forms of dispute resolution against insurers should the need occur.

CLIENT MONEY
If we hold money on a client’s behalf, it will be held in a trust fund that is separate from our own cash assets. These separate trust fund arrangements are commonly known as “client money”. If we were ever unable to pay our debts, then those to whom we owe money (our creditors) should not be able to make claims on our client money in the separate trust funds as it does not form part of our own cash assets.

The trust arrangement we use for client money is known as a non-statutory trust. Here, we may use premiums and claims monies we receive to cross-fund clients’ premiums and claims; for example we may pay a premium on to an insurer before we have received it from the client if we believe it is in the best interests of that client.

We have agreements with some insurers (known as Risk Transfer agreements). Under these Risk Transfer agreements the insurers agree that they are responsible to you for any premium that you have already paid to us and that they remain responsible for any claims payments until the claim payment is received by you.

In this case we may hold client money due to or from the insurers in the same trust fund.

Where we do not have Risk Transfer agreements in place with insurers the client money we hold will still be protected within the non – statutory trust but will be known as “non risk-transfer” client money. Non risk-transfer clients have priority over insurers to the money in the trust fund as insurers granting risk transfer have agreed to subordinate their interests in the trust to those of Marsh’s non risk-transfer clients.

We do not use client money to pay ourselves commission before we receive your premium.

When we hold client money on trust for you this gives rise to fiduciary duties upon us that will not be discharged until the client money is deemed to have reached the insurer or product provider (as detailed above, this is when we receive premium in the case of Risk Transfer agreements).

Without affecting our fiduciary duties to you, in some cases we may:
- hold client money in accounts which are outside of the United Kingdom and which may be subject to different legal and regulatory conditions and may treat money differently in the event of a bank failing. If you are a consumer (a person who buys products or services for personal use and not for business purposes) you can ask us not to put your client money in an account in a particular country.
- pass client money to another intermediary, including ones outside of the United Kingdom where different legal and regulatory conditions apply and where money may be treated differently in the event of an intermediary failing. If you are a consumer, you can ask us not to pass your money to an intermediary outside of the United Kingdom or in a particular country.
- arrange to hold certain investments with a value at least equal to the money that would otherwise have been paid into a separate client account. If we do this, we will be responsible for meeting any shortfall in the client money funds if the shortfall is due to a reduction in the market value of those investments.
GENERAL

We only place insurance with insurers that meet our minimum financial standards, unless a client provides specific instructions to the contrary. We do not guarantee the solvency or continuing solvency of any insurer and you should note that the financial position of an insurer can change. If an insurer ceases trading we will do our best to assist our clients, but you should note that in those cases of insurer insolvency where we have a Risk Transfer agreement with the insurer, premiums held by us will be deemed to have been paid to that insolvent insurer and therefore cannot be returned to clients. Similarly, claims monies held by us may be returnable to the insolvent insurers or their liquidators, rather than our clients.

Marsh & McLennan Companies Inc. and its subsidiaries (including Marsh) own equity interests and have contractual arrangements with certain insurers and wholesale brokers. Information regarding these arrangements can be provided to you in paper form upon request from any member of your service team, or is available at the following web address: https://www.marsh.com/uk/about-marsh/leading-the-way-in-transparency.html
THE DUTY OF DISCLOSURE AND FAIR PRESENTATION

If your insurance policy is governed by the laws of England and Wales, Scotland or Northern Ireland please read this guidance note carefully, as any failure to comply with the duty of fair presentation and disclose material information to your insurer may adversely affect the validity of your insurance policy. If you have any questions, please do not hesitate to contact your usual Marsh contact in the first instance.

If your insurance policy is not governed by the laws of England and Wales, Scotland, or Northern Ireland, we recommend that you obtain independent advice as to your obligations under the relevant law. If you are not sure about which law applies to your insurance policy, you should discuss this with your usual Marsh contact.

This guidance note does not purport to constitute legal advice but it does reflect the law. Your insurance policy may contain clauses which vary the strict legal position. If appropriate you should, in addition to speaking with your usual Marsh contact, consider taking your own independent legal advice.

Please tell us if the person in your organisation responsible for arranging insurance changes so that we may explain the duty of disclosure/fair presentation to that person.

REMEMBER – you are responsible for the accuracy and completeness of all the information you provide to us and to your insurer.

1. BUSINESS INSURANCE CONTRACTS

1.1 YOUR OBLIGATIONS

If you are a business and your insurance policy is governed by English law, you must, at all times, act with utmost good faith towards your insurer. Before your policy is placed, at renewal, and when varying or extending the policy, you have a duty under the Insurance Act 2015 to make a “fair presentation” of the risk and you must disclose to your insurer all information, facts, and circumstances which are, or ought to be, known to you and which are material to the risk. In addition, if your policy contains a particular clause stating that any change in circumstances must be advised to your insurer, you will also have to disclose certain information during the policy period.

---

1 References to insurance/insured/insurer also apply to reinsurance/reinsured/reinsurer, save for consumer insurance references.
2 All references to English law include the laws of Wales, Scotland, and Northern Ireland.
3 A business insurance contract is any contract which is not a consumer contract. A consumer contract is an insurance contract taken out by an individual for purposes which are wholly or mainly unrelated to the individual’s trade, business, or profession.
When providing information or completing a proposal form or otherwise confirming any information to your insurer, you should take care to ensure that the details provided are complete and accurate.

Even where a proposal form is used, you should note that your duty to make a fair presentation is not confined to answering the specific questions listed in the form and/or asked by us or your insurer and that all material circumstances should be disclosed to your insurer, regardless of whether or not your insurer has asked for the information.

THE INSURANCE ACT 2015 GIVES SOME GUIDANCE AS TO WHAT A “FAIR PRESENTATION” OF THE RISK MEANS:

- You must disclose every material circumstance which is known by (i) your senior management (the Act defines “senior management” as “those individuals who play significant roles in the making of decisions about how the insured’s activities are to be managed or organised”); and (ii) those individuals responsible for arranging your insurance (which includes risk managers and any employee who assists in the collection of data, or who negotiates the terms of the insurance, such as your individual brokers).

- You “ought to know” what should reasonably have been revealed by a “reasonable search” of information available to you. This means you must conduct a reasonable search for, and disclose, material information that is available to you. It is important to note that this includes not only information held within your organisation but also outside it, including information held by your agents, and also held by persons and entities who are to be covered by the insurance.

- You must not make any misrepresentations to your insurer.

- You must provide the information to your insurer in a manner which would be “reasonably clear and accessible” to a prudent insurer. This is a new, standalone, duty.

1.2 WHAT IS “MATERIAL”?

Under English law, every circumstance is material if it would influence the judgement of a prudent insurer in fixing the premium and/or the terms of the insurance and/or determining whether to accept the risk. This refers to “any” prudent insurer, not just the insurer who has been offered the risk. A circumstance may be material even if disclosure would not necessarily lead to an increased premium or declinature of the risk.

In the context of business insurance policies, insurers are likely to regard matters such as, but not limited to, the examples detailed in Appendix 1 of this document as material. If you are unsure whether a fact or circumstance should be disclosed, or whether the duty to disclose information continues throughout the period of a particular policy, we recommend that you disclose the information anyway, as failure to do so may lead to your insurer reducing its claim payment, applying additional terms, or even avoiding the policy.

1.3 WHEN TO DISCLOSE

The duty to make a fair presentation applies throughout the negotiations preceding the placing of your policy until your insurer has agreed to accept the risk and has set the terms, price, and level of participation, and the contract has been finalised.

After the policy has been placed, the duty to make a fair presentation arises again if you wish to make changes to the policy so that your insurer takes additional risk or when there is an extension of the policy period. A policy condition may also require you to advise your insurer of a specific increase or alteration in risk which puts a duty on you to disclose certain information. The duty to make a fair presentation and disclose material facts and circumstances arises again during the renewal process.

1.4 FAILURE TO DISCLOSE

The consequences of failing to comply with the duty of fair presentation and failing to disclose a material fact or circumstance will depend on the precise terms of your insurance policy. The Insurance Act 2015 sets out the remedies that your insurer will have if you fail to comply with the duty of fair presentation. Your insurer’s remedy will depend on whether or not your failure was deliberate or reckless:

- If you deliberately or recklessly fail to comply with your duties, your insurer will be able to avoid the policy, that is, to treat it as if it had never existed, and may retain the premium.

- If your failure to comply with your duties was not deliberate or reckless, your insurer’s remedy will depend on what the insurer can show it would have done had a fair presentation of the risk been made:
  - If you deliberately or recklessly fail to comply with your duties, your insurer will be able to avoid the policy, that is, to treat it as if it had never existed, and may retain the premium.
  - If your failure to comply with your duties was not deliberate or reckless, your insurer’s remedy will depend on what the insurer can show it would have done had a fair presentation of the risk been made:

---

4 If you are an individual taking out a business insurance policy, for example if you are a sole trader or a trustee, you must disclose the material information that you know and that is known by the individuals responsible for arranging your insurance.

5 If you are an individual taking out a business insurance policy, this means that it will not only be information that is known or held by you that may have to be disclosed.
– If your insurer would not have entered into the contract on any terms, it can still avoid the contract but must return the premium;

– If your insurer would have entered into the contract but on different terms (not relating to premium), the contract may be treated as if it included those terms from the outset;

– If your insurer would have entered into the contract but would have charged a higher premium, the amount paid on a claim may be reduced proportionately.

Similar proportionate remedies are available to your insurer in the event of a breach of the duty of fair presentation in relation to a variation of your policy, and will depend on whether the breach was deliberate or reckless and what the insurer can show it would have done had the duty not been breached. This may result in the insurer treating the policy as if the variation was never made, reducing your claim payment, applying additional terms, or even avoiding the entire policy.

2. CONSUMER INSURANCE CONTRACTS

2.1 YOUR OBLIGATIONS

If you are a consumer insured (i.e. a person taking out insurance for purposes wholly or mainly unrelated to your business, trade, or profession), and the insurance policy is governed by English law, then you must:

• Take reasonable care to provide complete, accurate, and honest answers to the questions we and your insurers ask, and not to make a misrepresentation, when you take out, make changes to, and renew your policy.

• You should note that if on renewal of your policy you do not meet your insurer’s request to confirm or change details you have previously given, this may amount to a misrepresentation.

• Please also tell us if there are any changes to the information set out in the Statement of Fact, Certificate of Insurance (if applicable), or on your Schedule.

• If any of the information provided by you changes after you purchase or renew your policy and during the period of your policy, please provide us with details.

2.2 FAILURE TO DISCLOSE

If any of the information provided by you is not complete and accurate:

• Your insurer may cancel your policy and treat it as if it never existed, or

• Your insurer may refuse to pay any claim, or

• Your insurer may not pay any claim in full, or

• Your insurer may revise the premium and/or change the compulsory excess, or

• The extent of the cover may be affected.

For motor insurance it is an offence under Road Traffic legislation to provide incomplete or inaccurate information to the questions asked in your application for the purpose of obtaining a certificate of motor insurance.

Insurers recommend you keep a record (including copies of letters) of all information provided to them or us for your future reference.

The above duties arise before the policy is placed, when it is varied or extended, and when it is renewed. The duties may also arise during the policy period if the policy contains a condition which requires you to advise your insurer of a specific increase or alteration in risk.

If you are not sure whether your insurer needs particular information, we recommend that you provide it to them anyway.
APPENDIX 1

NON-EXHAUSTIVE ILLUSTRATIVE EXAMPLES OF MATERIAL INFORMATION

Circumstances which may be considered material are:

- Special or unusual facts relating to the risk.
- Any particular concerns which led you to seek insurance cover for the risk.
- Anything which would generally be understood as being something that should be disclosed for the type of risk in question.

By way of example:

GENERAL INFORMATION ABOUT YOUR BUSINESS

- Business activity (or change to business activity), including processes, products, and geographic presence.
- New companies, markets, acquisitions, or disposals.
- Additional premises/insurable items.
- Changes to premises.
- Higher than ordinary degree of risk or liability (specific to your business or industry).
- Business financial status.
- Loss history/experience, including paid and outstanding claims and potential claims/circumstances/incidents/losses that were not reported as claims (whether insured or not).
- Details of criminal charges and convictions of your organisation, its directors or employees; regulatory investigations or enforcement/health and safety investigations and prosecutions.
- Any insurers’ previous declinatures, refusals to renew, imposed terms/restrictions in cover, mid-term cancellations, etc.

MATERIAL DAMAGE POLICIES

- Changes in construction and/or purpose.
- New/amended processes.
- Changes to fire protections.
- Increased storage of hazardous materials/attractive stock.
- Any attempted break-in or arson attack.
- Use of temporary/third party premises.

LIABILITY POLICIES

- Changes to business activities (including disclosing historic activities that have ceased).
- The creation or acquisition of new companies for which cover is required.
- Products exported to, or work in, overseas territories (particularly the USA or Canada).
- Work in or on hazardous locations such as offshore installations.
- Health and safety investigations/prosecutions.

MOTOR FLEET POLICIES

- Driving convictions.
- Corporate investigations/prosecutions.
- Undisclosed accidents.
- Changes to vehicle performance.
- Change of use of vehicle.

BUSINESS PERSONAL ACCIDENT AND TRAVEL POLICIES

- Changes to business activities.
- Material differences in the travel pattern (different geographies, number of journeys, etc.).

REMEMBER – THIS LIST PROVIDES EXAMPLES ONLY. IF IN DOUBT – DISCLOSE.

For more information about the duty of disclosure and fair presentation, visit marsh.com, or contact your local Marsh representative.