

Rugby Football Union

Register of Insurances

For the Period 1 August 2017 to 31 July 2018



Your Support Team

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Combined Liability

Insured	The Rugby Football Union for and on behalf of any Rugby Football Club (other than premiership, championship, services, schools and students clubs) in membership of The Rugby Football Union or any other club team or group which carries the approval of the Rugby Football Union	
	Primary Cover	Excess of Loss
Policy Number	YMM901598	SZ/26029086/08
Cover Provided By	RSA	Allianz
Limit of Indemnity	£15,000,000	£10,000,000 in excess of £15,000,000
Operative Dates	1 August 2017 to 31 July 2018	

Entitled to Indemnity

- The Rugby Football Union
- Rugby Football Union for Women
- England Rugby Football Schools Union
- Rugby Football Referees Union
- Federated Referees Societies or Referees Societies
- England Colleges Rugby Football Union
- Students Rugby Football Union and Rugby Sure Limited
- The Rugby Football Union for and on behalf of any rugby football club in membership of the Rugby Football Union or any club, team or group which carries the approval of the Rugby Football Union
- All members and any employee of a Rugby Football Union insured club, team or group, including all coaches, referees, officials and volunteers affiliated to the Rugby Football Union or a Rugby Football Union affiliated club

Operative Time

- Training for or practicing or playing of Rugby Football Union
- Any approved social, fundraising or commercial activity

The policy only provides Indemnity to UK residents (including the Channel Islands)

Geographical Limits

- Worldwide

Applicable Courts

- England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands

Cover

- Combined Liability to pay damages in respect of claims occurring against the policyholder arising out of the conduct of the business and through RFU approved activities notified to the company during the period of cover
- Legal Liability for claimants associated costs and expenses
- The General Liability sections are written on a **claims occurred basis** which means that for the policy to respond, a claim should be notified under the policy in force at the time you first become aware a claim may be made against you
- The Employers Liability is written on a claims occurred basis

Please refer to the policy wording for full terms and conditions - a summary of each section is detailed below

Limits of Indemnity

Public Liability	£25m	any one occurrence
Products Liability	£25m	any one period (costs inclusive)
Professional Indemnity	£15m	any one occurrence
Abuse	£15m	any one period (claims made)
Employers Liability	£10m (£5m)	any one occurrence terrorism
Crisis Containment	£100,000	any one period
Legionellosis	£15m	any one period (claims made)

Public & Products Liability

Risks Insured

Accidental bodily injury to third parties and/or damage to third party property arising out of the insured activities. Cover includes:

- Professional advice
- Indemnity to principals
- Member to member playing liability (£20,000,000 aggregate limit)

Inner Limits

- £100,000 - Pollution defence costs in the aggregate
- £500,000 - Criminal defence costs in the aggregate

Deductible

- £250 in relation to third party property damage

Key Exclusions

- Fines or penalties
- Contractual Liability
- Injury to employees
- Product defects and recall
- Deliberate or reckless acts
- War, terrorism and nuclear risks
- Criminal action against employees for abuse or molestation

Employers' Liability

Risks Insured

Legal liability for damages and legal costs arising out of death or bodily injury caused to employees in the course of their employment with the insured

Key Exclusions

- Radioactive contamination
- Injury for which the insured is required to arrange motor insurance under the Road Traffic Act and EU Law

Employers Liability Tracing Office (ELTO)

In order to comply with the requirements of the Employers' Liability Tracing Office (ELTO) we need to supply, not only details of your Employers' Liability policy, but also your Employers Reference Number (ERN).

You have provided the ERN number for Rugby Football Union, but we would be grateful if you could confirm if any of the other entities, listed as insured, have their own separate numbers and provide the following details as necessary to ensure compliance with the ELTO requirement.

1. Employer name
2. Full address of employer including postcode
3. HMRC Employer Reference Number (ERN)

If any insured entity does not have an ERN, you must provide us with one of the following reasons:

- (a) The entity has no employees
- (b) All staff employed earn below the current Pay As You Earn (PAYE) threshold
- (c) The entity is not registered in England, Wales, Scotland or Northern Ireland

Professional Indemnity

Risks Insured

- Financial loss arising out of errors and omissions – including defamation

Retroactive Date

- 1 August 2006

Key Exclusions

- Spite or reckless acts
- Pre-existing problems
- Infringement of patent and copyright
- Claims brought in the United States of America
- Matters insurable elsewhere War, terrorism and nuclear risks

Abuse Cover

Definition

Abuse shall mean:

- Acts of forcing sexual activity rape or molestation
- Acts of hurting or injuring mentally or physically by maltreatment or ill- use
- Repeated or continuing contemptuous coarse or insulting words or behaviours

Policy Inner Limit

- £15,000,000

Risks Insured

- The total amount payable by the company in respect of all damages costs and expenses arising out of all claims during the period of insurance.

Retroactive Date

- 1 August 2006 (Clubs)
- 31 July 2004 (Officials)

Legionellosis

Limit of Indemnity

- £15,000,000

Risks Insured

The total amount payable by the company in respect of all damages costs and expenses arising out of all claims during the period of insurance.

Retroactive Date

- 1 August 2006

Crisis Management Costs

Risks Insured

Crisis management insurance covers your costs incurred to utilise the services of a public relations crisis specialist in relation to covered claims under any section of your RSA policy.

Policy Inner Limit

- £100,000

Crisis Containment Provider

- DWF LLP

Contingent Medical Malpractice for Affiliated Clubs

Limit of Indemnity

- £1,000,000

Risk Insured

Indemnity to clubs in respect to their vicarious liability for losses arising from the employment of medical professionals such as physiotherapists and sports therapists. Policy section applies in the event that the insurance arranged by an individual health care professional fails to respond to a valid claim.

Extensions

- Good Samaritan acts

General Memoranda

In Respect of Section 1 and 2

Notwithstanding the insured title it is hereby noted that the policy extends to include services schools and student clubs in respect of playing risks subject to the terms and conditions of the policy.

In respect of Section 2

Notwithstanding the insured title it is hereby noted that the policy extends to include premierships and championship clubs but only in respect of the activities of their amateur clubs teams and groups subject to the terms and conditions of the policy but shall not include any incidents arising out of the use of stadia.

Important Notes

- The definition of 'employee' includes labour only sub-contractors, hired or borrowed persons undertaking study or work experience, and volunteers
- Previous advice was that employers had a legal obligation to retain Employers' Liability certificates in a readable form for 40 years. However, although you no longer need to retain the certificate, employers are strongly advised to keep, as far as is possible, a complete record of their employers' liability insurance. This is because some diseases can appear decades after exposure to their cause and former or current employees may decide to make a claim against their employer for the period they were exposed to the cause of their illness

Employers that fail to hold the necessary insurance details risk having to meet the costs of such claims themselves.

- Associated companies, i.e. those in which you do not have a controlling interest, may no longer be 'sheltered' under group policies and must have Employers' Liability policies in their own name for a minimum limit of £5 million any one occurrence
- You must display a copy of the certificate of insurance where your employees can easily read it. Since 1 October 2008 you have been allowed to display your certificate electronically, provided your employees know how and where to find the certificate and have reasonable access to it
- An incident/claims declaration will be required at renewal. We recommend that you investigate before signing this declaration
- The policy states that no admission, offer, promise or indemnity must be made by the insured in the event of a claim
- It is important to report every incident to Perkins Slade and to maintain an accident record book (which must be compliant with Data Protection Legislation)

Liability Claims Notification Requirements

Your contract of insurance does have certain conditions imposed, which may be summarised as follows:

- You are required to give insurers immediate written notice with full particulars of any claims or circumstances which may give rise to a claim, regardless of any excess that you have to bear under your policy cover, or whether you think that you may be legally liable
- Every letter, claim, writ, summons and process in connection with such circumstances must be forwarded to Perkins Slade immediately on receipt
- Written notice must be given to insurers immediately you have knowledge of any prosecution, inquest or inquiry in connection with any circumstances, which may give rise to liability under the policy

Strict timescales are now in place to direct the handling of claims, and if these are not adhered to it may mean insurers will be obliged to admit liability and pay the claim.

Therefore it is important that:

- An investigation of every incident should be carried out whilst those involved, including witnesses, still have a clear idea of the circumstances, and a written report should be produced
- Every incident, particularly those involving personal injury, should be reported to us immediately it happens and we will advise you what to do next. Please ensure procedures are in place for all documentation to reach us as quickly as possible

In order to achieve this, we would ask that you notify us immediately of any incident that involves:

- A fatal accident
- Any allegations of libel/slander
- Any investigation under any child protection legislation
- Any circumstance involving damage to third party property
- An injury involving either referral to or actual hospital treatment
- Any allegations of professional negligence ie arising out of tuition, coaching or advice given

An injury is defined as:

- Loss of sight (whether temporary or permanent)
- Any fracture other than to fingers, thumbs or toes
- Any amputation, dislocation of the shoulder, hip, knee or spine
- Any head injury that requires medical treatment (doctor or hospital)
- Loss of consciousness caused by asphyxia or by exposure to a harmful substance or biological agent
- Any injury resulting from electrical shock or burn, leading to unconsciousness or requiring resuscitation or admittance to hospital for more than 24 hours
- Any other injury leading to hypothermia, heat induced illness or to unconsciousness which requires resuscitation or admittance to hospital for more than 24 hours

Please note the above list is not exhaustive and if you are unsure as to whether an incident should be reported, then please do not hesitate to contact Perkins Slade claims department for further advice.

We would remind you that in NO circumstances should you admit liability or agree to pay for any damage caused as this may prejudice the position of insurers and COULD result in the withdrawal of any indemnity.

Finally, please note that this is a liability policy where insurers decide if negligence attaches to you. Therefore any payments you make to third parties will not necessarily be reimbursed

Incident Recording Guidelines

- We would recommend that a designated person within your organisation is made responsible to record any reportable accident

Records must be kept for at least 6 years, and longer where it involves a person under the age of 18 years. Names and addresses of any possible witnesses should also be recorded.

- Businesses are legally obliged to have an accident book which is compliant with data protection legislation. The book is available from HSE Books
- The accident book must contain the following information relating to all reportable accidents or dangerous occurrences:
 - Date and time of accident
 - Place where accident occurred
 - A brief description of the circumstances
 - Method by which the event was reported
 - As regards a person at work – full name; occupation; nature of injury; age
 - As regards a person not at work – full name; status (eg player); nature of injury; age

Reporting Incidents to the Health & Safety Executive (HSE)

You may also have obligations under the RIDDOR regulations to report incidents to the HSE. For further information visit the [HSE website](#).

Insurers Comments on Potential Abuse Claims

It is a policy requirement that the insured declares all claims or incidents that may give rise to a claim.

This relates to incidents where there is a breach of the child protection policy which, when triggered, the police and social services are involved. As a notifiable incident this needs to be passed to insurers immediately.

Only formal allegations of abuse eg allegations from the victim or triggered by a whistleblowing policy, which calls for a response and investigation by the police and social services, need to be reported. General suspicions or unsubstantiated allegations, which do not trigger the policy, do not need to be reported.

Directors and Officers Liability

Insured	Affiliated Clubs of the Rugby Football Union
Policy Number	DR18773A
Cover Provided By	RSA
Operative Dates	1 August 2017 to 31 July 2018
Retroactive Date	1 August 2006

Insured is deemed to include the following:

- Any affiliated club, team or group of the Rugby Football Union including but not limited to those listed in Appendix 1
- Any club which is established as an affiliated club of the Rugby Football Union during the current policy period
- Any club which would ordinarily be deemed an affiliated club of the Rugby Football Union under affiliation rules not appearing in Memorandum A

Insured persons means any natural person who was, is, or becomes during the policy period, a director or officer or trustee.

Notwithstanding the above, it is expressly agreed and understood that cover shall not be extended to any club which was during the policy period, is during the policy period or becomes a member of the following league(s) governed by the Rugby Football Union:

- The RFU Aviva Premiership
- The RFU Greene King IPA Championship

Limits of Indemnity

All claims made in the policy period (including defence costs)	£10,000,000
All claims made in the policy period for Pollution (defence costs only)	£5,000,000
All claims made in the policy period for Pollution (shareholder action)	£10,000,000

General Policy Conditions and Endorsements

- **Inner Aggregate Limit per Club** - Any claim in respect of any single club notified to the insurers will be limited to £2,000,000 in all forming part of and not in addition to the overall limit of indemnity
- **Personal liability for unpaid taxes following Insolvency** - The Insurer shall pay on behalf of the insured Persons that part of loss arising from their personal liability for unpaid taxes where the company has become insolvent except to the extent such liability arises from improper personal financial gain, fraud and dishonesty or wilful intent of the insured person to breach any statutory duty governing the payment of taxes
- **Civil Fines and Penalties** - This policy will pay any civil fine or penalty imposed upon an insured person by any United Kingdom regulator, disciplinary body, criminal authority, government body, government agency, official trade body or any other body that is empowered by United Kingdom statute to investigate the affairs of an insured, as a direct result of such person acting in their capacity as an insured person unless that civil fine or penalty is deemed uninsurable under United Kingdom law

- If the policyholder declines to renew this policy or the insurer declines to offer any terms for renewal of this policy either the insured persons or the policyholder shall be entitled to elect a discovery period on the terms set out below. The offer of renewal terms and conditions or premiums different from those in effect prior to renewal shall not constitute the Insurer declining to renew

The terms of the discovery period shall be 12 months for seventy-five per cent (75%) of that part of the full annual premium payable in respect of this policy.

- The insurer shall pay reasonable costs (including but not limited to lawyers' and agents' fees) and expenses (other than regular or overtime wages, salaries, fees or benefits of the insured persons or employees of the company) incurred with its prior written consent in respect of fees necessarily incurred by the Insured to employ the services of an external public relations consultant, crisis management firm or law firm solely to provide guidance to minimise or limit adverse publicity which is anticipated which may otherwise develop into a claim or investigation

The insurer shall not unreasonably withhold its consent to the incurring of costs and expenses under this extension.

The maximum liability of the Insurer during the policy period under this extension shall be £250,000 which shall form part of and not be in addition to the limit of liability.

Policy Extension

Entity Extension

The insurer will pay on behalf of the company, loss and defence costs from liability at law for a wrongful act.

Provided that:

- The claim or Investigation against the company is made or commenced during the policy period and any resulting claim under this endorsement is made during the policy period
- The total liability of the Insurer arising from all claims made under this endorsement during the policy period after deduction of any retention shall not exceed an aggregate limit of liability of £5,000,000

It is hereby noted and agreed that in respect of any claim in respect of any single club listed in Appendix 1 the insurers liability shall be limited to £250,000 in all forming part of and not in addition to the limit of indemnity within this endorsement.

For the purpose of this endorsement "retention" shall extend to include a retention of £5,000 in respect of each and every claim covered under this endorsement.

For the purpose of this endorsement "exclusions applicable to all loss" shall extend to include:

- 1a. Loss and/or defence costs directly or indirectly relating to arising from or in any way connected with any actual or alleged contractual liability of the company under any express contract or agreement.
- 1b. Loss and/or defence costs directly or indirectly relating to arising from or in any way connected with any actual or alleged breach of any intellectual property right, passing off or infringement of trade mark, registered design, patent or copyright.
2. Loss and/or defence costs directly or indirectly relating to arising from or in any way connected with any wrongful, unlawful or unfair dismissal, discharge or termination of employment or violation of employment discrimination laws (including sexual or other workplace harassment and discrimination on the grounds of racial or national origin, sex, sexual orientation, religion, maternity, pregnancy, age and disability).
3. Loss and/or defence costs directly or indirectly relating to arising from or in any way connected with any official investigation examination or other proceedings into the affairs of the company provided however that this exclusion shall not apply to any official investigation conducted by any enforcing authority under the Health And Safety at Work Act 1974 or any amendments to the Health And Safety at Work Act 1974.

4. Loss and/or defence costs directly or indirectly relating to arising from or in any way connected with any actual or alleged breach of professional duty to a client, customer or other third party who relies on advice, design, specification or other professional services provided by or on behalf of the insured.
5. Loss and/or defence costs directly or indirectly relating to arising from or in any way connected with any actual or alleged violation of any anti-competition law whether statutory, regulatory or by virtue of common law.
6. Loss and/or defence costs directly or indirectly relating to arising from or in any way connected with any outside entity.
7. Loss directly or indirectly based on, arising out of or in any way involving the business or activities of the Insured outside Great Britain, or which is instituted or pursued before an arbitrator or tribunal or in courts outside Great Britain (whether for the enforcement of judgements or otherwise), or in which it is contended that the laws of any jurisdiction other than those of Great Britain should apply.

For the purpose of this endorsement "Great Britain" shall mean The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.

Principal General Policy Exclusions

Professional Services Exclusion

- The insurer shall not be liable for Loss directly or indirectly based on, arising out of or in any way involving any breach of professional duty to a client or customer

North America Exclusion

- The insurer shall not be liable for loss directly or indirectly based on, arising out of or in any way involving any North American claim

Personal Accident

Insured	Any Rugby Football Union Club (other than overseas Unions unless specifically agreed with the insurer) affiliated to the Rugby Football Union or any other club team or group which carries the approval of the Rugby Football Union
Policy Number	RKK800940
Cover Provided By	RSA
Operative Dates	1 August 2017 to 31 July 2018

Insured Persons

- Category 1 Any player of an insured club, team or group or constituent body or school or referee society
- Category 2 Match officials, adjudicators or selectors acting on behalf of and at the request of an insured club or constituent body or school or referee Society
- Category 3 Any manager assistant manager, coach, medical attendant or physiotherapist of an insured club
- Category 4 Any elected officer or regional representative or council member of the Rugby Football Union

Operative Time

- Category 1 While playing or training or taking part in any match or official training session at any ground or premises where the insured club, team or group or constituent body or school or referee society has arranged a fixture official training session or practice session

While travelling other than by commuting directly to or directly from a match or official training session by a common carrier licensed to carry passengers as part of an organised party or in the case of a referee by private type motor vehicle provided such travel is direct and under the direction of the insured club or constituent body or school or referee society

(See Section 3- Personal Accident while commuting)
- Category 2 While engaged in official duties for and on behalf of the insured club or constituent body or school or referee society cover operates from the departure of the insured person from place of residence until subsequent return to place of residence provided at all times travel is direct (including stops en route which are considered both necessary and essential to the journey)
- Category 3 While engaged in official duties for and on behalf of an insured club whilst travelling other than by commuting directly to or directly from a match or official training session by a common carrier licensed to carry passengers as part of an organised party
- Category 4 While engaged on the business of the Rugby Football Union

Cover operates from the departure of the Insured Person from place of residence until subsequent return to place of residence provided at all times travel is direct (including stops en route which are considered both necessary and essential to the journey)

Section 1 – Injuries Other than Traumatic Brain Injury or Catastrophic Spinal Cord Injury

Benefit		Age of insured person on date of accident	
		16 years and over	Under 16 years
1.	Death	£50,000	£20,000
2.	Loss of 2 or more limbs or loss of both eyes or one of each or loss of hearing in both ears	£250,000	£250,000
3. (a)	Loss of one limb or loss of one eye	£25,000	£25,000
3. (b)	Permanent total loss of speech	£25,000	£25,000
3. (c)	Loss of hearing in one ear	£25,000	£25,000
4. (a) (i)	Permanent total disablement from the insured person's usual occupation or	£50,000	Not applicable
4. (a) (ii)	Where the insured person has no usual occupation but is not under the age of 25 years and in full-time education - then permanent total disablement shall be from gainful employment for which the insured person is fitted by way of training or experience or	£25,000	Not applicable
4. (b)	Where the insured person is under the age of 25 years and in full-time education, see benefit 4 (b) Permanent total disablement from gainful employment of any and every kind	£500,000	£500,000

Full Time members of the armed forces, police, fire or prison services 4. (i) is replaced with the following benefit		16 years and over
4. (a)	The injured person has a specialist trade and is unable to perform a similar trade outside the service due to the injury or because the trade is not performed outside the service	£50,000
4. (b)	When the injured person has no specialist trade within the service and is demoted or medically discharged from the service because of the injury OR when the insured person has a specialist trade and whilst able to carry out the same or similar trade outside the service is discharged from the service because of injury	£25,000

A full time member of the armed forces police fire or prison service shall mean that the insured person is in such occupation for more than 20 hours per week and in is their primary source of remuneration.

Section 2 - Traumatic Brain Injury or Catastrophic Spinal Cord Injury

If during the operative time the Insured Person sustains bodily injury resulting in a traumatic brain injury or catastrophic spinal cord injury caused by accidental outward and violent means which within two years shall independently of any other cause result in death as shown under section 1 or disablement the company will pay the appropriate benefit to the insured.

(i) Traumatic Brain Injury

Benefit		Age of insured person on date of accident	
		16 years and over	Under 16 years
5.	Traumatic brain injury level 1	£300,000	£300,000
6.	Traumatic brain injury level 2	£200,000	£200,000
7.	Traumatic brain injury level 3	£100,000	£100,000

Traumatic Brain Injury Level Definitions:

An injury to the brain which results in neurological deficit and is classified on the Glasgow Outcome Scale as one of the following:

Traumatic Brain Injury Level 1 - Persistent vegetative or minimally conscious state or severely disabled necessitating 24 hour care at home (Glasgow Outcome Scale 2 or 3)

Traumatic Brain Injury Level 2 - Persistent vegetative or minimally conscious state or severely disabled necessitating 24 hour long term in-patient or nursing home care (Glasgow Outcome Scale 2 or 3)

Traumatic Brain Injury Level 3 - Moderate level of disability being independent for the purpose of care and being able to work in sheltered or modified settings (Glasgow Outcome Scale 4)

(ii) Catastrophic Spinal Cord Injury

Benefit		Age of insured person on date of accident	
		16 years and over	Under 16 years
8.	Catastrophic spinal cord injury level 1	£300,000	£300,000
9.	Catastrophic spinal cord injury level 2	£200,000	£200,000
10.	Catastrophic spinal cord injury level 3	£100,000	£100,000

Catastrophic Spinal Cord Injury Definitions

An injury to the spinal cord which results in neurological deficit and is classified on the American Spinal Injuries Association Impairment Scale (ASIA Impairment Scale) as one of the following:

Catastrophic Spinal Cord Injury Level 1 - A spinal cord injury at C4 and above ASIA A/B/C

Catastrophic Spinal Cord Injury Level 2 - A spinal cord injury at C5 – C7 ASIA A/B/C

Catastrophic Spinal Cord Injury Level 3 - A spinal cord injury at C8 and below ASIA A/B/C or a spinal cord injury at C7 and above ASIA D

Catastrophic Spinal Cord Injury Level 4 - A spinal cord injury at C8 and below ASIA D

Special Extension Applying to Sections 1 and 2 of the Policy

Insured Persons under the Age of 25 years who are in Full Time Education

In respect of any insured person under the age of 25 years who was in full time education at the time of sustaining bodily injury or traumatic brain injury or catastrophic spinal cord injury caused by accidental outward and violent means the schedule of benefits under section 1 or section 2 is extended as follows:

Benefits	Amount
Permanent total loss of use of thumb	£25,000
Permanent total loss of use of shoulder or elbow	£25,000
Permanent total loss of use of hip knee or ankle	£20,000
Permanent total loss of use of wrist	£20,000
Permanent total loss of kidney	£20,000
Permanent total loss of intellectual capacity	£100,000
Permanent total loss of spleen	£15,000
Permanent total loss of one or both testicles	£15,000
Permanent total loss of use of lung	£50,000

In respect of forms of permanent disablement not specified above the degree of disability will be assessed by comparison with the benefits shown above without taking into account the insured person's occupation or future anticipated occupation.

No benefit will be payable if:

- The level of disability is assessed at less than 15%
- Any benefit has been paid under section 1 or 2 of the policy

The maximum amount payable under this special extension shall not exceed £100,000.

Special Extensions Applying to Sections 1, 2 and 3 of the Policy

Coma Benefit

If during the operative time the insured person sustains bodily injury caused by accidental outward and violent means which within 90 days is the sole and independent cause of the insured person being in a continuous unconscious state the company will pay £25 per full 24 hours up to a maximum of £1,000 any one insured person while they remain in a continuous unconscious state.

Funeral Expenses

If during the operative time the insured person sustains bodily injury caused by accidental outward and violent means which within two years is the sole and independent cause of death the company will pay the necessary costs incurred with the company's prior written consent for funeral expenses up to a maximum of £10,000 any one Insured Person.

Hospitalisation

If during the operative time the insured person suffers bodily injury caused by accidental outward and violent means and is admitted to a Hospital on the recommendation of a medical practitioner the company will pay £25 per full 24 hours up to a maximum of £1,000 any one insured person while they are a hospital in-patient.

Retraining

If during the operative time the insured person sustains bodily injury following an accident which within two years is the sole and independent cause of the insured person suffering permanent total disablement from the insured person's usual occupation reasonable expenses incurred with the company's prior written consent in retraining either the insured person or the insured person's spouse for an alternative occupation up to a maximum of £25,000.

Section 3 – Personal Accident While Commuting

If while commuting any registered player, manager, assistant manager, coach, medical attendant or physiotherapist of any insured club or constituent body or school excluding referees sustains bodily injury caused by accidental outward and violent means which within two years shall independently of any other cause result in death or disablement the company will pay the appropriate benefits to the insured.

Benefit		Age of Insured person on date of Accident	
		16 years and over	Under 16 years
1.	Death	£50,000	£20,000
2.	Loss of two or more limbs or loss of both eyes or one of each or loss of hearing in both ears	£50,000	£50,000
3.	(a) Loss of one limb or loss of one eye	£25,000	£25,000
	(b) Permanent total loss of speech	£25,000	£25,000
	(c) Loss of hearing in one ear	£25,000	£25,000
4. (a) (i)	Permanent total disablement from the insured person's usual occupation	£50,000	Not applicable
	Or		
4. (a) (ii)	Where the insured person has no usual occupation then permanent total disablement from any gainful employment for which the insured person is fitted by way of training education or experience	£25,000	Not applicable
	Or		
4. (a) (iii)	Where the insured person is under the age of 25 years and in full-time education then see benefit 4 (b)		
4. (b)	Permanent total disablement from any gainful employment of any and every kind	£50,000	£50,000
5.	Traumatic brain injury level 1	£50,000	£50,000
6.	Traumatic brain injury level 2	£50,000	£50,000
7.	Traumatic brain injury level 3	£50,000	£50,000
8.	Catastrophic spinal cord injury level 1	£50,000	£50,000
9.	Catastrophic spinal cord injury level 2	£50,000	£50,000
10.	Catastrophic spinal cord injury level 3	£50,000	£50,000

General Endorsements

Endorsement A – Club Tours

The insurance provided by sections 1 2 and 3 of this policy is extended to apply to an insured person while playing or training or taking part or refereeing in any match or official practice game at any ground or premises where such match or official practice game has been arranged by an insured club and/or constituent body and/or school and/or referee society for a period not exceeding 31 days of any rugby tour outside Great Britain Northern Ireland the Channel Islands and the Isle of Man.

The insurance provided by this endorsement is also extended in connection with such tours to apply to bodily injury sustained by an insured person while engaging in air travel organised by an insured club and/or constituent body and/or school and/or referee society or while travelling by a common carrier licensed to carry passengers as part of an organised party under the direction of the insured club and/or constituent body and/or school and/or referee society to and from matches at any time after setting out from the insured person's temporary residence until arrival at the ground where the match is to be played and at any time after leaving the ground following the match until arrival back at the insured person's temporary residence.

Endorsement B – Channel Islands and the Isle of Man

In respect of any insured club undertaking an Insured Journey to and from the Channel Islands or the Isle of Man for the purpose of playing fixtures in the following leagues and cup competitions:

- Green King IPA Championship
- The British and Irish Cup
- Cheshire South
- South Lancashire/Cheshire Division One
- National League 3 London and South East
- Women's NC North 1
- Women's NC South East South 1
- Zoo Sports Shield League 1
- Hampshire Solent Merit Table

This policy is extended as follows:

The Cover

If during the insured journey an insured person sustains bodily injury caused by accidental outward and violent means or falls ill or dies the company will indemnify the insured club on behalf of the insured person concerned in respect of medical expenses and emergency travel expenses which are necessarily incurred as a direct result.

In respect of insured journeys to or from Guernsey:

The company will pay up to £5,000,000 for all medical and emergency travel expenses incurred in respect of any one insured person including hospitalisation benefit of £50 per day up to a maximum of £1,000 in all for each 24 hour period spent as an in-patient in hospital as a result of bodily injury caused by accidental outward and violent means or illness.

In respect of insured journeys to or from Jersey and the Isle of Man:

The company will pay up to £5,000,000 for all emergency travel expenses incurred in respect of any one insured person as a result of bodily injury caused by accidental outward and violent means or illness Royal & Sun Alliance Insurance plc (No. 93792) Registered in England and Wales at St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

It is noted that the insurance provided by General Endorsement B extends to include youth fixtures.

Special Definitions Applying to General Endorsement B

Channel Islands

Guernsey and Jersey.

Emergency Travel Expenses

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

Insured Journey

Any journey undertaken by an insured club to or from the Channel Islands or the Isle of Man which commences during the period of insurance and is for the purpose of playing fixtures in the leagues and cup competitions noted above.

Insurance operates from the departure of the insured person from the insured person's residence or the insured club (whichever occurs last) until arrival back at such residence or insured club (whichever occurs first) at the end of the journey.

Medical Expenses

The cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a medical practitioner and all hospital nursing home and ambulance charges dental and optical expenses are included only if necessitated by bodily injury caused by accidental outward and violent means or incurred for emergency treatment.

United Kingdom

England Scotland Wales and Northern Ireland.

Youth Fixtures

Any fixture involving a youth team aged U7 – U18 travelling to or from the Channel Islands or the Isle of Man that has been authorised by the Insured.

Exclusions applying to General Endorsement B

The company will not pay:

1. Any medical expenses or hospitalisation benefit incurred:
 - (a) In the insured person's usual country of residence in either the United Kingdom, Channel Islands or the Isle of Man other than those incurred within three months of the insured person's return to their country of residence in either the United Kingdom Channel Islands or the Isle of Man and then for an amount not exceeding £25,000 per insured person
 - (b) More than one year after the need for treatment arises
2. Any claim which is the result of or is contributed to by:
 - (a) Pregnancy or childbirth
 - (i) If incurred within twelve weeks of the expected date of confinement
 - (ii) If incurred more than twelve weeks months before the expected date of confinement unless such expenses are incurred for emergency treatment
 - (b) The insured person having taken a drug unless it was taken on proper medical advice and not for the treatment of drug addiction
 - (c) Any infirmity or condition receiving treatment in the twelve months preceding the insured journey
 - (d) The insured person engaging flying of any kind other than as a passenger in a multi engined aircraft
3. Any claim if the Insured Person is travelling:
 - (a) Against the advice of a medical practitioner
 - (b) After having received a terminal prognosis from a medical practitioner
 - (c) For the purpose of obtaining medical treatment
1. The first £50 of each claim.
5. Dental expenses incurred for treatment which could reasonably be deferred until the insured person returns to their normal country of residence in either the United Kingdom, Channel Islands or the Isle of Man.

6. Any claim which results from loss or destruction of or damage property loss or expense legal liability or any consequential loss directly or indirectly caused by or contributed to by or arising from:
 - (a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (b) The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
7. War or terrorism occasioned by any nuclear, chemical or biological cause.

In an Emergency

The Insured club or an insured person can obtain immediate assistance by telephoning Healix, who is a third party service provider approved by RSA.

Healix Medical Assistance

The insured club or an insured person can obtain immediate assistance by telephoning Healix. The 24/7 operations centre has:

- In house doctors and nursing staff
- A network of doctors and nurses throughout the world
- Multilingual assistance case managers
- Specialist travel agencies for immediate repatriation arrangements in the event of a medical problem

The advice and assistance provided by Healix can be accessed as follows:

Telephone: +44 (0) 20 8763 3155
E-mail: internationalhealthcare@healix.com
Address: Healix House
Esher Green
Surrey
KT10 8AB

Endorsement C – England Representative Teams – UK Medical Expenses

The insurance provided by sections 1 and 2 of this policy is extended as follows:

Insured Persons

Any registered player of the following England representative teams:

England Under 16s
England Group Under 18s
England Counties Under 20s
England Counties
England Students

Operative Time

While playing or training or taking part in any match or official training session as a member of the England squad.

Benefits

1. Hospital costs (both in-patient and day patient) including accommodation and nursing operating theatre charges drugs and dressings.
2. Surgeons and anaesthetist fees.
3. Consultants fees incurred within three months of receiving initial treatment and/or surgery.

4. Diagnostic tests including pathology radiology MRI and CT scans up to a maximum £1,000 any one course of treatment.
5. Outpatient costs including physiotherapy acupuncture chiropractic and osteopathy costs following a referral by a medical practitioner up to a maximum £750 and incurred within three months of receiving initial treatment.

Exclusions applying to General Endorsement C

The Company shall not be liable in respect of:

1. The first £250 of each and every claim.
2. Any sums that are otherwise recoverable under a more specific insurance policy.
3. Any costs incurred without the prior written consent of the company.
4. Treatment which is not normally available under the NHS or which is not approved by the National Institute of Health and Clinical Excellence.
5. Treatment received outside the UK.
6. Dental surgery or treatment.
7. Cosmetic surgery or treatment.
8. Medical practitioner or dentist fees.

Commercial Legal Expenses

Insured	Affiliated Clubs of The Rugby Football Union
Policy Number	512128
Cover Provided By	ARAG
Operative Dates	1 July 2017 to 30 June 2018
Limit of Indemnity	£100,000 any one claim (£1m aggregate limit) £25,000 any one claim for contract disputes & debt recovery

Cover

Employment

Cover for members where disputes with a past, present or prospective employees, arising from a contract of service and/or breach of employment laws occur.

Employment Compensation Awards (Aggregate Limit of £1,000,000 per Insurance Period)

Following a claim accepted under the employment section, the policy will indemnify the member for a basic and compensatory award made against them by a tribunal, or an amount agreed by ARAG to settle a dispute.

Employment Restrictive Covenants

Disputes with an employee or ex-employee, that arise from a restrictive covenant contained in a contract of service. Whilst also affording defence cover if another party alleges the member club has breached their legal rights protected by a restrictive covenant.

Tax Protection

Providing defence for a rugby club where HMRC conduct a compliance check, formal aspect or full enquiry into the organisations tax affairs. Extending to disputes about VAT, including an appeal.

Property

Cover where member clubs have disputes relating to material property which is owned, or is their material property, including nuisance and trespass.

Legal Defence

Cover in case of Health & Safety breaches and criminal prosecutions brought against the member club.

Compliance and Regulation

An appeal against a statutory notice issued against the member club. Cover is also provided defence for a formal notice of investigation or disciplinary hearing by any professional or regulatory body with the power to prosecute. But not cover for disputes with the RFU or any other sporting related matter.

Statutory Licence Appeals

Appeals against a decision by the relevant authority to alter, suspend, revoke or refuse to renew a statutory licence or compulsory registration, but not those related to license granted by the RFU.

Loss of Earnings

Cover for the loss of earnings if a representative of a member club has to attend court or tribunal for a claim under this policy.

Employees Extra Protection

Defence cover for the employees of a member club in relation to certain legal disputes including discrimination.

Crisis Communication

Access to professional public relations support and crisis communication services to manage adverse media publicity and reputational exposure against the member club, limited to £10,000 per incident.

Contract & Debt Recovery (inc. Commercial Lease Disputes)

Cover for a breach or alleged breach of an agreement which has been entered into by the club relating to the purchase, hire, hire purchase, lease, servicing maintenance, testing, sale or provision of goods or services. Claims must relate to an amount over £200.

For all civil claims, the policy requires that the case has a 51% or higher chance of success. Please refer to the policy wording for terms, conditions and claims reporting guidelines.

Ancillary benefits and services for members

Legal and Tax Advice Helpline

Our confidential legal and tax advice helpline will assist member clubs with their legal and tax problems. Legal advice is available 24/7, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

The advice covers legal matters within EU law and tax matters within the UK. Queries will be dealt with by a qualified specialist experienced in handling legal and tax-related matters.

Counselling Assistance

For member clubs employees who need confidential help and advice, qualified counsellors are available to provide telephone support on any matter that is causing the caller upset or anxiety.

Online Legal Services ARAG's online legal services are an easy-to-use legal document tool. Members simply complete a series of questions which are tailored to their circumstances. The software then drafts a document based on their answers. Many of the documents are free and can be reviewed by a solicitor for a modest fee.

Redundancy Approval Helpline

We can arrange for specialist advice in the unlikely event that member clubs are planning redundancies, assisting them in implementing a fair selection process and ensuring that all procedures are followed correctly.

Claims

Should you have any disputes which may be considered by the policy, please report the claim as soon as reasonably possible on 0117 317 1698, please be aware that any costs incurred before ARAG have accepted a claim will not be covered.

Solicitors

All claims will be handled by an appointed representative nominated by ARAG. We have only chosen quality regional firms who we know will offer an excellent service to member clubs; at financially sustainable terms.

N.B. Sporting Related Disputes

For the avoidance of doubt, disputes with the RFU and any other sport regulatory dispute will not be covered by this policy.