

## ENDUROCROSS PERSONAL ACCIDENT INSURANCE

We, the underwriting members of the syndicates of Lloyd's Insurance Company S.A. whose definitive numbers and proportions are shown in the Table attached to this Policy (hereinafter the "Insurers"), agree to pay the benefits of this Policy, subject to its terms, to the Holder in the manner and to the extent provided in this Policy.

This Policy is issued in consideration of and in reliance upon the Enduro Race registration and the payment of the required premium. The Registration, Policy, Schedule and Endorsements, if any, constitute the entire contract.

Words in bold print in this Policy have special meaning, as defined in the DEFINITIONS section of this Policy.

### PART ONE-INSURING AGREEMENT

In the event that the **Insured** sustains **Bodily Injury** caused in and of itself by an **Accident** occurring during the covered race for which premium has been paid and which, solely and independently of any other cause, results in the **Death, Permanent Partial Disability (minimum 50%) or Permanent Total Disablement** of the **Insured** and providing the **Death, Permanent Partial Disability (minimum 50%) or Permanent Total Disablement** occurs within six (6) months of the date of such **Accident**, then the Insurers agree to pay the benefits stated in the Schedule to the **Holder**.

### PART TWO - DEFINITIONS

For the purposes of this Insurance:

1. **Insured** shall mean the person identified in the Schedule as such.
2. **Bodily Injury** shall mean a specific physical injury caused by an **Accident**. An injury is a **Bodily Injury** only if it is the direct consequence of an **Accident** and is not the accumulation of a series of accidents or traumas and if it is not directly or indirectly caused by, contributed to by and/or aggravated by any physical impairment, defect, degenerative process or infirmity existing prior to the inception of this Policy. A physical impairment, defect, degenerative process or infirmity exists prior to the inception of this Policy if it has been diagnosed by a health care practitioner prior to the date of inception of this Policy or in the event that it has not been so diagnosed then, in the opinion of a health care practitioner the **Insured** could reasonably have been expected to be aware of its existence on the date of inception of this Policy.
3. **Accident** shall mean a single sudden, unexpected, external event, which occurs at an identifiable time and place and which causes unexpected **Bodily Injury** at the time it occurs.
4. **Death** shall mean the **Death** of the Insured caused by Accidental Bodily Injury.
5. **Total Disablement** shall mean the **Insured's** complete and total physical inability to **Participate** in any and every occupation of every kind.
6. **Permanent Total Disablement** shall mean that the **Insured** has suffered continuous **Partial or Total Disablement** for the **Waiting Period** stated in the Schedule and that as

a result of the Accidental **Bodily Injury** giving rise to the **Permanent Total Disablement**, the **Insured** has no likely hope of improvement, sufficient to **Participate** ever again in any and every occupation of every kind

7. **Permanent Partial Disablement** : shall mean that the **Insured** has suffered continuous **Partial Disablement** for the **Waiting Period** stated in the Schedule, and that as a result of the Accidental **Bodily Injury** giving rise to the **Permanent Partial Disablement**, the **Insured** is deemed by a **Qualified Medical Practitioner** to be at least 50% disabled from all activities of daily living defined as:  
**Bathing.** The ability to clean oneself and perform grooming activities like shaving and brushing teeth.  
**Dressing.** The ability to get dressed by oneself without struggling with buttons and zippers.  
**Eating.** The ability to feed oneself.  
**Transferring.** Being able to either walk or move oneself from a bed to a wheelchair and back again.  
**Toileting.** The ability to get on and off the toilet.  
**Contenance.** The ability to control one's bladder and bowel functions.
8. **Waiting Period** shall mean the continuous period of time stated in the Schedule during which the **Insured** must be **Partially or Totally Disabled** before any claim for **Permanent Partial or Permanent Total Disablement** will be considered. No covered claim shall exist and no benefit shall be due or payable under this Policy unless and until the **Insured** has suffered **Permanent Partial or Total Disablement** for the continuous period as stated in the Schedule, culminating in **Permanent Partial or Permanent Total Disablement**.
9. **Holder** shall mean the person or entity identified in the Schedule as such and shall be the sole individual or entity entitled to the benefits covered hereunder.
10. **Participate, Participation or Participating** shall mean that the **Insured** is on the active roster of an Endurocross team for which the **Insured** is contractually obligated to ride, and/or is dressed, and/or is available and/or is physically able to ride for such team.
11. **Qualified Medical Practitioner** means a medical practitioner or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice but does not include the **Insured** or a member of the **Insured's** family

### PART THREE - EXCLUSIONS

This Policy does not cover **death** or **bodily injury** or disability wholly or partially, directly or indirectly caused by, contributed to by or aggravated by:

1. war or any act of war, whether war is declared or not;
2. suicide, self-destruction, attempted suicide or self destruction, or intentionally self-inflicted injury, while sane or insane;
3. the **Insured's** own criminal or felonious act;

4. any **Bodily Injury** that is the accumulation of a series of accidents or traumas and is directly or indirectly caused by, contributed to by and/or aggravated by any physical impairment, defect, degenerative process or infirmity existing prior to the inception of this Policy. A physical impairment, defect, degenerative process or infirmity exists prior to the inception of this Policy if it has been diagnosed by a health care practitioner prior to the date of inception of this Policy or in the event that it has not been so diagnosed then, in the opinion of a health care practitioner the Insured could reasonably have been expected to be aware of its existence on the date of inception of this Policy;
5. the **Insured**;
  - (a) being under the influence of alcohol, as defined by the motor vehicle laws of the state/province/country in which this Policy was delivered;
  - (b) being under the influence of drugs or narcotics that are not lawfully available, unless prescribed for the **Insured** by a qualified health care practitioner;
  - (c) using any drugs or substances in violation of the rules or regulations of the governing body of the sport in which the **Insured** plays;
6. the **Insured's** use of performance enhancing substances, including but not limited to anabolic steroids, stimulants and corticosteroids, regardless of whether or not prescribed by a qualified health care practitioner;
7. any practices or activities excluded by the **Insured's** professional sports contract in connection with his occupation;
8. conditions of psychotic, psychoneurotic or epileptic origin;
9. sickness or disease which shall mean any physical illness or malady;
10. osteoarthritis, arthritis or any other degenerative process of the joints, bones, tendons or ligaments.

PART FOUR - CONDITIONS AND OTHER PROVISIONS

1. **CONDITIONS PRECEDENT TO RECOVERY:** The conditions and provisions set forth herein are conditions precedent to the obligation of the Insurers to pay any benefits hereunder. Any exclusions, terms or conditions of coverage under this Policy do not preclude the Insurers from imposing other exclusions, terms or conditions on any other personal or team owned **Death, Permanent Partial or Permanent Total Disablement** Policy or any other Policy issued by the Insurers on the same **Insured**.
2. **NOTICE OF ACCIDENTAL BODILY INJURY :** Notice of any Accidental **Bodily Injury** which may give rise to a claim under this Policy, together with full particulars, shall be given to the Insurers, through their representatives as stated in the Schedule, within twenty (20) days after its occurrence.
3. **SUBMISSION OF INCIDENT REPORT FORM:** An Incident Report Form shall be submitted to the Insurers, through their representatives as stated in the Schedule, within ninety (90) days after the commencement of **Permanent Partial or Permanent Total**

**Disablement.** The completed Incident Report Form shall be accompanied by an executed general medical record release signed by the **Insured** and the **Holder**. Such forms shall be available through the Insurers' representatives as stated in the Schedule.

4. **SUBMISSION OF PROOF OF PERMANENT PARTIAL OR PERMANENT TOTAL DISABLEMENT FORM:** Within twenty (20) days after the commencement of **Permanent Partial or Permanent Total Disablement**, the **Holder** shall submit a Proof of Permanent Total Disablement Form, certifying that the **Insured** has suffered **Permanent Partial or Permanent Total Disablement** as defined within this Policy. Such Form shall be available through the Insurers' representatives as stated in the Schedule. Such Form shall not be submitted until after the commencement of **Permanent Partial or Permanent Total Disablement**, it being understood that no covered claim shall exist and no benefits shall be due or payable hereunder until after the completion of the **Waiting Period** as stated in the Schedule and satisfaction of all Policy terms and conditions.
5. **INSURERS' ACCESS TO ADDITIONAL MATERIALS:** The **Insured** and **Holder** shall provide, assist and cooperate with the Insurers, or their representatives as stated in the Schedule, in obtaining any other records the Insurers deem necessary to evaluate the incident or claim.
6. **CLAIMS COOPERATION:** In no event shall the Insurers be liable to pay any benefits hereunder unless the **Insured** and **Holder** cooperate with the Insurers and their representatives as stated in the Schedule in the investigation of the incident or claim.
7. **RIGHT TO MEDICAL EXAMINATION:** After initial notice of Accidental **Bodily Injury** the Insurers shall be allowed to secure the **Insured's** medical records, to monitor treatment and/or to send any medical examiner selected by the Insurers to examine the **Insured** and every facility shall be given for such examination.
8. **INSURERS' DUTY TO PAY:** Payment may be made under this Policy only after the **Insured** and/or **Holder** has submitted, through the Insurers' representatives as stated in the Schedule, the completed Incident Report Form, a general medical release signed by the **Insured** and the **Holder**, any other materials requested by the Insurers, or their representatives as stated in the Schedule, and the Proof of Permanent Total Disablement Form, and only after the Insurers and their representatives as stated in the Schedule have completed an investigation of such incident or claim.

No benefits shall be payable under this Policy if the **Insured** refuses to undergo any reasonable and not inherently dangerous medical treatment to improve the condition giving rise to the claimed inability to perform.
9. **REHABILITATION:** In the event of the **Insured Participating** in further racing activities during the period of twelve (12) months from the commencement of a **Total Disablement claim** the **Insured** shall be deemed conclusively to have been fully rehabilitated and no claim shall be payable hereunder.
10. **CHANGE IN CONTRACT STATUS OF INSURED/HOLDER:** No benefits shall be payable hereunder if the **Insured's** or **Holder's** contract for the **Insured's** services in the occupation stated in the Schedule is terminated or altered to decrease compensation and/or the period of the contract, unless the Insurers are notified of such alteration and

agree, in writing, to continue the coverage under this Policy. In the event no such written agreement is given the Insurers shall have the option of cancelling this Policy from the date of such alteration and returning any unearned premium under this Policy.

11. **NO ASSIGNMENT OF POLICY:** No assignment of this Policy, or any rights hereunder, shall be binding upon the Insurers unless the Insurers assent thereto in writing.
13. **MATERIAL CIRCUMSTANCES:** Before commencing this contract of insurance, you have a duty to disclose to us the information requested with registration. This policy will be void and automatically expire in the event of misrepresentation, misdescription, non-disclosure or concealment of any material circumstances, such as but not limited to your address, your country of residence, and date of the event(s) you participate.
14. **FRAUDULENT CLAIMS:** The making by the **Insured** and/or **Holder** of any fraudulent claims shall render this Policy null and void as from the date of that fraudulent claim, and all claims thereafter shall be forfeited.
15. **PAYMENT OF PREMIUM:** In respect of all periods of insurance, the premium must be stated together with the date(s) such premium is (are) due. In the event that the premium(s) as stated in the Schedule is (are) not paid within fifteen (15) days of its (their) due date then this Policy shall automatically lapse from the date such unpaid premium was due. The total premium is under all circumstances always fully due in the event of any claim being paid hereunder.
17. **ENTIRE CONTRACT:** This Policy, constitutes the entire contract of insurance. No change in this Policy shall be valid until approved by the Insurers in writing and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this Policy or to waive any of its provisions.
18. **CONFORMITY WITH LAW:** Any provision of this Policy which, on its effective date is in conflict with the laws or statutes of the state/province/country governing this Policy, is hereby amended to conform to the minimum requirements of such laws or statutes.
19. **CONSTRUCTION OF WORDS REGARDING GENDER:** All aforesaid words which are used in the masculine gender shall be understood to be feminine where applicable.
20. **REFUND OF BENEFITS:** In the event that the Insurers pay a claim under this Policy and the **Insured** subsequently recovers sufficiently to resume the occupation stated in the Schedule, the **Insured** and/or **Holder** agree to immediately refund all monies paid to them hereunder by the Insurers.

It is hereby declared and agreed that wherever the words Assured and Underwriters appear in this Policy, they shall be deemed to read Holder and Insurers respectively.

All other terms and conditions remain unaltered.

## **EXTENSIONS TO THE COVER**

### **FRACTURE BENEFIT THE COVERAGE:**

If during the Operative Time an Insured Person suffers an Accident that results in the **Fracture** of one of the following bones, Underwriters will pay to the Insured the amount shown below:

Skull (excluding nose & teeth)	€1,000
Arm (humerus)	€1,000
Leg (femur)	€1,000
Spine	€1,000

#### Definitions Applicable to **Fracture** Benefit

**Fracture** shall mean a complete break in a bone specified above resulting from the application of excessive force.

#### Exclusions Applicable to **Fracture** Benefit

In addition to General Exclusions the following specific exclusion(s) shall also apply

The Underwriters will not pay any claim directly or indirectly caused by or contributed to by:

1. Osteoporosis, where this condition has been diagnosed and made known to the Insured Person prior to the **Fracture**.

## **HOSPITAL BENEFIT THE COVERAGE:**

If an Insured Person suffers an Accident that results in **Bodily Injury** during the Operative Time and which results in Hospitalisation for a continuous period of 24 hours or more the Underwriters will pay the Insured the amount appropriate to the sum insured shown below provided that the cover is stated as being operative in the Schedule.

Hospitalisation Benefit:- payable up to a maximum of five(5) days.  
Sum Insured: €100 per complete day

## **MEDICAL EVACUATION AND REPATRIATION EXPENSES INSURANCE EXTENSION**

In consideration of the premium paid and subject to the exclusions and conditions of the Policy to which this Extension is attached, and also to the following Conditions Precedent, the Underwriters shall cover **Medical Evacuation and Repatriation Expenses** solely and directly as a result of the Insured Person(s) sustaining accidental **bodily injury** during the Period of Insurance which independently of any other cause shall necessitate the medical evacuation or repatriation of the Assured or the Insured Person(s) to their country of domicile or permanent home address. The maximum the Underwriters shall pay will not exceed the Sum Insured stated herein.

### **DEFINITION**

In this Extension:

**‘MEDICAL EVACUATION AND REPATRIATION EXPENSES’** means:

1. reasonable travelling expenses necessarily incurred for the medical evacuation or repatriation of the Assured or the Insured Person(s), or
2. in the case of **death** reasonable funeral expenses necessarily incurred outside their country of domicile or permanent home address , or
3. expenses incurred in transporting the body or ashes to their country of domicile, including making the necessary arrangements.

**‘MEDICAL PRACTITIONER’** means a registered, qualified, practising member of the medical profession, who is not related to the Assured or the Insured Person(s).

**SUM INSURED** UP to €10,000

### **CONDITIONS PRECEDENT**

The Underwriters will not be liable for such expenses unless:

1. All persons to be insured are, prior to the effective date of this Insurance or of the Insured Person’s inclusion hereunder, in good health and free from material physical or

mental impairment or infirmity and have not suffered from any recurring illness. This condition precedent does not apply to any such medical condition disclosed in writing to the Underwriters and accepted by them in writing.

2. **The Medical Practitioner:**

(a) shall estimate whether the Assured or the Insured Person is likely to be totally disabled in excess of 4 consecutive weeks and/or

(b) shall certify whether the Assured or the Insured Person(s) should be evacuated or repatriated because local facilities are inadequate for the treatment of such person's condition or their recovery will be substantially expedited thereby.

**ASSISTANCE SERVICE**

The following named Assistance Company must be contacted in the event medical treatment, medical evacuation or repatriation is deemed necessary

Assistance Company: Healix Emergency Medical Assistance

Tel #: ++44 (0)20 8481 7735

Failure to consult with the above named Assistance Company and to act in accordance with their instructions could prejudice the Assured's or the Insured Person's claim.

**ACCIDENT MEDICAL EXPENSES**

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To pay Medical, Surgical, Specialists' Fees, Hospital, Nursing Attendant's Charges, Surgical and Medical Requisites, up to but not exceeding in all the Sum Insured shown herein in respect of such Insured Person as may have sustained accidental **bodily injury** which occasions the complete **fracture** of one of more of the following bones: Femur, Humerus, Skull (excluding nose &/or teeth) or Spine only

All these Expenses to be necessarily incurred as a result of surgery and arising from accidental **bodily injury** and incurred within 3 months of the date of accident.

**EXCLUSIONS**

**Excluding expenses for or arising out of or due to:**

1. Self-inflicted injury while sane, treatment of alcoholism, drug addiction, allergy, nervous or mental disorders, or venereal disease.
2. Rest cures, sanatorial or custodial care or periods of quarantine or isolation (including as a result of Covid-19).
3. Cosmetic or plastic surgery unless necessitated by an accidental **bodily injury** occurring while insured.



4. Dental examination, X-rays, extractions, fillings and general dental care except as a result of accidental **bodily injury**; supplying or fitting of eye glasses or hearing aids except as a result of accidental **bodily injury**.
5. Examination for check-up purposes not incidental to, or necessary to diagnose accidental **bodily injury**; general health examinations.
6. The Insured Person engaging in or taking part in Winter Sports, Mountaineering (normally involving the use of ropes/guides).
7. Pregnancy, childbirth, miscarriage or any disorder of the reproductive system.
8. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
9. Treatment, diagnosis or counselling directly or indirectly arising out of or consequent upon or contributed to by Acquired Immune Deficiency Syndrome (A.I.D.S.) or A.I.D.S. Related Complex (A.R.C.).
10. Expenses for treatment or consultation incurred within an Insured Person's country of domicile or residence.
11. The Insureds, Reinsured and Reinsurers agree that all coverage under this Policy is excess over and will not contribute with all other valid and collectible insurance, whenever purchased, including, but not limited to, any insurance issued whether such other insurance is stated to be primary, contributing, excess, contingent or otherwise.

## **CONDITIONS**

1. Any fraud, mis-statement or concealment, in the statement made by or on behalf of the Insured Person prior to or when effecting the Insurance or any fraudulent claim made thereunder shall render the Insurance null and void and all claims thereunder shall be forfeited.
2. Notice must be given to the Underwriters as soon as reasonably practicable of any accident or illness which may give rise to a claim under this Insurance.

**DATA PRIVACY:** Please refer to the following regarding how we collect and use personal data

<http://www.travelers.co.uk/main/privacy-policy.aspx>

## **CYBER RISKS ENDORSEMENT (PERSONAL ACCIDENT)**

Any benefits for **Bodily Injury** caused by or arising out of a Cyber Act or a Cyber Incident are payable, subject to the terms, conditions, limitations and exclusions of this policy.

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

Cyber Incident means:

1.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

1.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.