



Lloyd's Insurance

PROFESSIONAL SPORTS DISABILITY INSURANCE

This contract of insurance is insured by Lloyd's Insurance Company S.A.. This Certificate is issued by the Coverholder identified within this Certificate in accordance with the authorisation granted to the Coverholder under the Coverholder Appointment Agreement with the Unique Market Reference stated within this certificate.

Lloyds Insurance Company S.A. is a Belgian limited liability company (société anonyme/naamloze vennootschap) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises/Kruispuntbank van Ondernemingen under no. 682.594.839 RLE (Brussels).

It is an insurance company subject to the supervision of the National Bank of Belgium. Its Firm Reference Number(s) and other details can be found on www.nbb.be.

Website: www.lloyds.com/brussels

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1. Definitions

Wherever the following words appear in bold they will have the meanings shown below.

Accident means a sudden, unexpected, unintentional, unusual, specific, external event which occurs at an identifiable time and place during the **period of insurance**.

Balticfinance means the **insurer's** contract partner (coverholder) of **your** insurance **policy** is **Balticfinance Danmark ApS; Filiale Deutschland**, Werkstraße 12, 24955 Harrislee, Germany. **Balticfinance** is authorised to quote and bind insurance policies on behalf of the **insurer**.

Benefit Period (maximum) means the maximum number of consecutive days set out in the **schedule** for which **temporary total disablement** benefit is paid regardless of the number of **Accidents / Illnesses**.

Bodily Injury means an identifiable physical injury which is caused by an **accident**, and solely and independently of any other cause (except sickness or disease directly resulting from, or medical or surgical treatment rendered necessary by such injury) results in **your** disablement within twelve months from the date of the **accident**.

Elimination Period (Excess Period or Deferment Period) means the number of consecutive days set out in the **schedule** after the date on which **you** first became disabled which must expire before **temporary total disablement** benefit becomes payable.

Insured Person means each person named in the Schedule of Insured Persons.

Illness means **your** sickness or disease of which symptoms first appear during the **period of insurance** and which solely and independently of any other cause results in **your** total disablement within twelve consecutive months after the symptoms first appear.

Occupation means the professional sports activity performed by **you** and which constitutes **your** only means to earn a living.

Participate, Participation or Participating means that **you** are on the active roster of a professional sports team for which **you** are contractually obligated to play, and/or are dressed, and/or are available, and/or physically able to practice or play for any such team regardless of whether you in fact play or practice.

Period of Insurance means the time for which this insurance is in place as shown in the **schedule**.

Permanent Total Disablement means disablement which permanently prevents **you** from attending to all aspects of **your** sport as declared and which lasts twelve consecutive months and at the end of that period is beyond hope of improvement.

Schedule (incl. Invoice) - the pages handed to you together with this document showing **your** name, the sums insured, the **period of insurance**, the premium and the sections of this insurance which apply.

Temporary Total Disablement means disablement which temporarily prevents **you** from attending to all aspects of **your** sport as declared in the schedule.

Waiting Period means the continuous period of time stated in the schedule which **you** must be totally disabled before any claim for **Permanent Total Disablement** will be considered.

We / us / our (Insurer) - certain underwriters at Lloyd's Insurance Company S.A. who have a share in this insurance. **We** have authorised **Balticfinance** to bind and administrate this insurance policy on **our** behalf.

You / your - the policyholder named in the **schedule**. **You** are the beneficiary receiving benefits in regards of this insurance, if not agreed otherwise in writing or stated differently in the **Schedule**.

Your broker - the insurance broker or intermediary shown in the **schedule** who arranged this insurance on **your** behalf.

2. Important Information

This document, the **schedule**, and any **endorsement(s)** attached form **your** insurance. This insurance sets out the conditions of the contract of insurance between **you** and **us**. Please read the whole document carefully and keep it in a safe place.

It is important that:

- **you** check that the information contained in the **schedule** is accurate and that the **schedule** reflects the coverage sections **you** have requested (see the “Information you have given us” section below);
- **you** notify **us** of any inaccuracies in the information contained in the **schedule**, or of any changes to that information (see the “Notifying us of any changes or inaccuracies” section below);
- **you** comply with the “Things **you** must do” in the event of a claim, **your** duties under each section, and **your** duties under the insurance as a whole.

Failure to comply with the above could adversely affect **your** insurance or any claim **you** make.

Information you have given us:

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

- Coverage hereunder is subject to receipt of and agreement to satisfactory proposal and medical forms by us.
- **Pre-existing medical condition exclusion to apply pending receipt of satisfactory proposal / medical form within 30 days from inception** or any other date as may be prior agreed by **us** .

For the avoidance of doubt, in the event of a claim arising prior to resolution of the subjectivities as stated above, full coverage will be afforded by us hereunder in accordance with policy terms and conditions. In the event that subjectivities remain outstanding as at the time/date indicated above, or other such date as may have been prior agreed by **us**, coverage will be cancelled in accordance with Policy Cancellation Provisions.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this insurance as if it never existed and decline all claims. If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** insurance and any claim.

For example we may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this, if **we** provided **you** with insurance cover which **we** would not otherwise have offered; or
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness; or
- charge **you** more for **your** insurance or reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- cancel **your** insurance in accordance with the “Cancelling this insurance” section below.

We or **your broker** will write to **you** if **we**:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of **your** insurance; or
- require **you** to pay more for **your** insurance.

Notifying us of any changes or inaccuracies

If **you** become aware that information **you** have given **us** is inaccurate or has changed, **you** must inform **your broker** as soon as practicable.

When **we** are notified that information **you** previously provided is inaccurate, or of any changes to that information, **we** will tell **you** if this affects **your** insurance. For example **we** may amend the terms of **your** insurance or require **you** to pay more for **your** insurance or cancel **your** insurance in accordance with the “Cancelling this insurance” section below.

If **you** fail to notify **us** that information **you** have provided is inaccurate, or **you** fail to notify **us** of any changes, this insurance may become invalid and **we** may not pay **your** claim, or any payment could be reduced.

Cancelling this insurance

You can cancel this insurance at the end of each insurance year (365 days) with a deadline of 30 days by writing to **your broker**. The policy ends automatically at the end date stated in the **schedule**.

We can cancel this insurance by giving **you** thirty (30) days' notice in writing. **We** will only do this for a valid reason. Examples of valid reasons are as follows:

- non payment of premium;
- a change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- non-cooperation or failure to supply any information or documentation **we** request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

Refund of premium

This insurance has a cooling off period of fourteen (14) days from either:

- the date **you** receive this insurance documentation; or
- the start of the **period of insurance**

whichever is the later.

If **you** cancel this insurance within the cooling off period then, provided **you** have not made a claim, **we** will refund in full any premium **you** have paid.

If this insurance is cancelled outside the cooling off period then, provided **you** have not made a claim, **you** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis. For example, if **you** have been covered for six (6) months, the deduction for the time **you** have been covered will be half the annual premium.

If **you** cancel this insurance outside the cooling off period, there will be an additional charge, as stated in the **schedule**, to cover the administrative cost of providing the insurance.

If **we** pay any claim, in whole or in part, then no refund of premium will be allowed.

3. Benefits - What is Covered

This insurance covers only such of the following benefits as have an amount inserted against them. Where benefits are not insured the words "NOT COVERED" are shown in the **Schedule**.

3.1 Temporary Total Disability

In the event that **you** sustain a **Bodily Injury** caused in and of itself by an **Accident** which occurs during the Policy Period and which solely and independently of any other cause results in the **Temporary Total Disability** of **you** within 365 days from the date of such **Accident**, then **we** agree to pay the daily benefit as stated in the Schedule.

In the event that **you** sustain any **Illness** which first manifests itself during the Policy Period and which solely and independently of any other cause results in the **Temporary Total Disability** of **you** within 365 days from the date of such first manifestation, then **we** agree to pay the daily benefit as stated in the Schedule.

The daily benefit will be paid only for the period of the **Temporary Total Disability** of **you**, but for no longer than the **Maximum Benefit Period** stated in the Schedule regardless of the number of **Accidents / Illnesses**, and only after the satisfaction of the **Elimination Period**. No benefits shall be payable as a result of **your** death and all benefit payments shall cease in the event of **your** death or six (6) months after the end date of **your** last contract with a professional sports club. If **you** are aged 31 years or above and **you** no longer have a valid contract with a professional sports club, all benefits shall cease with immediate effect.

In case benefits are granted by other insurance companies or institutions (e.g. the insured's private health insurance or the German Verwaltungs-Berufsgenossenschaft) **we** will **not** pay benefits to **you** that would result in the total benefits exceeding your current net basic salary.

Any **Temporary Total Disability** payment shall be deducted from any payment for **Permanent Total Disablement or Accidental Death**.

Recovery, Recurrent and Sub-sequent Disability

You are deemed to have made a recovery when **you** are on the active roster of **your** professional sports team for which **you** are contractually obligated to play, and/or are dressed, and/or are available, and/or physically able to practice or play for any such team regardless of whether **you** in fact play or practice.

If **you** return to play after a period of **Temporary Total Disability** which has exhausted the **Elimination Period** and **you** qualify for a benefit under this Policy, and then **you** are able to **Participate** for the period of 60 days, any Total Disability commencing thereafter will be subject to a new **Elimination Period**.

If **you** suffer a recurrence of Total Disability which has previously satisfied the **Elimination Period** stated in the **Schedule** and **you** qualify for a benefit under this Policy within the period of 60 days as a result of the same **Accidental Bodily Injury** or **Illness** or Disease, such recurrence will be deemed part of the prior disability and will not be subject to a new **Elimination Period**.

No benefit will be paid if **you** continue to receive payment from **your** professional sports team for which **you** are contractually or legally obligated to play, and/or are dressed, and/or are available, and/or physically able to practice or play for any such team regardless of whether **you** in fact play or practice.

With regard to any such recurrent or subsequent disability insured hereunder, **we** will pay to **you** the daily benefit for the period that such **Temporary Total Disability** lasts, but not exceeding the unused portion of the **Maximum Benefit Period**.

3.2 Permanent Total Disablement

In the event that **You** sustain **Bodily Injury** caused in and of itself by an **Accident** which occurs during the period of **Insurance** or sustain any **Illness** which first manifests itself during the period of **Insurance** and which solely and independently of any other cause results in the total disability of **You** within 365 days from the date of such **Accident** or **Illness**, and such total disability is continuous for the entire **Waiting Period** stated in **Schedule**, then, if at the expiry of such **Waiting Period** it is determined that the total disability will become **Permanent** as defined in this Insurance as a direct result of the **Bodily Injury** or **Illness** then **We** agree to pay **You** the Capital Sum Benefit stated in the **Schedule**.

No benefits shall be payable as a result of **your** death. No claim shall be presumed by reason of **your** disappearance.

The Capital Sum Benefit stated in the Schedule is the maximum amount payable under this Policy under all circumstances.

Refund of Benefits

In the event **we** pay **you** a claim under this Policy for **permanent total disablement** and **you** subsequently recover sufficiently to resume the occupation stated in the Schedule, **you** agree to immediately refund all benefits paid to **you** hereunder by **us**.

3.3 Accidental Death

It is hereby understood and agreed that notwithstanding anything contained herein to the contrary, this Policy extends to include **Accidental Bodily injury** arising from an **Accident** during the **period of insurance**, which solely and independently of any other cause occasions the **death** of the **Insured person** within twelve (12) calendar months from the date of the accident. In this case **We** agree to pay **Your** beneficiary the Capital Sum Benefit stated in the **Schedule**.

3.4 Conditions

These conditions are applicable to all coverages provided in this policy.

1. If the benefit for death is not covered and an **accident** results in the **insured person's** death within twelve (12) months following the date of the **accident**, then no claim will be payable, other than for **temporary total disablement** for any applicable period prior to death.
2. If the benefit for death is covered and an **accident** results in the **insured person's** death within twelve (12) months following the date of the **accident** and prior to the definite settlement of the benefit for **permanent total disablement** the only benefit payable will be for accidental death.
3. Any benefit for **permanent total disablement** will not become payable before the expiry of twelve (12) months following the date of onset of disability arising from **bodily injury**.
4. If the benefit for accidental death is covered, this benefit will also be payable in the event of the **insured person's** disappearance. **We** will only provide this benefit if:
 - a) the **insured person's** body is not found within twelve (12) months of their disappearance, and sufficient evidence is produced, that leads **us** inevitably to the conclusion that the **insured person** has sustained **bodily injury** and that such injury has caused the **insured person's** death; and
 - b) the person or persons to whom such sum is paid will sign an undertaking to refund such sum to **us** if the **insured person** is subsequently found to be alive

4. Exclusions - What is not Covered

4.1 General Exclusions

This insurance does **not** cover claims in any way caused or contributed to by:

1. the actual or threatened use of pathogenic or poisonous biological or chemical materials by any person(s), committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public or any section of the public in fear;
2. nuclear reaction, nuclear radiation or radioactive contamination;
3. **your** engaging in or taking part in armed forces service or operations;
4. **your** engaging in flying of any kind other than as a passenger;
5. **your** suicide or attempted suicide or intentional self-injury;
6. pregnancy, childbirth, miscarriage or abortion;
7. venereal disease or Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immuno-deficiency Virus (HIV) howsoever these have been acquired or may be named;
8. **your** deliberate exposure to exceptional danger (except in an attempt to save human life);
9. criminal act by **you**;
10. **you** being intoxicated by alcohol or drugs;

11. Riding or driving in any kind of race or endurance test;
12. neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or any other mental or emotional diseases or disorders of any type;
13. Accident or Illness, as defined in this policy, arising out of a pre-existing condition. A pre-existing condition as used herein, means a condition for which medical advice or treatment was recommended by or received from a physician or other health care practitioner at any time during the thirty (30) month period preceding the inception date of this Policy, or symptoms were present at any time **during the thirty (30) month period preceding the inception date of this Policy**, which symptoms would cause a reasonably prudent person to seek advice or treatment from a physician or other health care practitioner;
14. any cause specifically excluded by an endorsement to this policy.

4.2 Terrorism Exclusion

This insurance does **not** cover claims in any way caused or contributed to by an act of terrorism of any form. This exclusion implies the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

If **We** allege that by reason of this exclusion any claim is not covered by this insurance the burden of proving the contrary shall be upon **You** and the **insured person**.

4.3 Limited War Exclusion Clause

Notwithstanding anything to the contrary contained herein, this Insurance does **not** cover loss consequent on:

- a) war, whether declared or not, between any of the following countries, namely, China, France, the United Kingdom, the Russian Federation and the United States of America, or
- b) war in Europe, whether declared or not, other than:
 - (i) civil war,
 - (ii) any enforcement action by or on behalf of the United Nations,in which any of the countries stated in (a) above or any armed forces thereof are engaged.

5. How to make a Claim

Things you must do

You must comply with the obligations set out below. If **we** determine that any claim **you** make under this insurance has been adversely impacted directly by **your** failure to comply with the obligations below, **we** may refuse to pay **your** claim or reduce the amount of any payment **we** make for the claim.

1. In the event of an **accident** or **illness** which causes or may cause a claim under this insurance, **you** must as soon as practicable:
 - a) seek the attention of a duly qualified medical practitioner; and
 - b) notify **your broker**.

2. **You** must provide **us** or **our** medical adviser with the necessary authorisation to access or obtain all **your** medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition. The medical adviser must, for the purpose of reviewing the claim, be allowed to examine **you** as **we** consider necessary.
3. **You** must provide **your broker** with all information **we** may reasonably require including a fully completed claim form.

If not otherwise agreed in writing by **us** no **temporary total disablement** benefit (full payment or interim payment) will become payable until all of the following points have been fulfilled:

- sufficient medical documentation is provided to prove the **temporary total disablement**
- it has been confirmed by **us** that the claim is covered under **your** insurance cover
- at least 28 days after the satisfaction of the **elimination period** have passed or **you** have fully recovered to resume **your occupation**
- the total amount of the interim payment / final payment has been ascertained and agreed

Where any payment is made for **temporary total disablement** benefit, the amount paid will be deducted from any lump sum for **permanent total disablement** or **accidental death** subsequently payable in respect of the same **accident** or **illness**.

How we deal with your claim

When **you** notify **your broker** of a claim, **we** will send **you** a claim form which **you** are required to complete and return to **us**. Once **your** claim is accepted, **we** will pay **you** the amount stated in the relevant section of the schedule of benefits.

1. The maximum **benefit period** in respect of **temporary total disablement** will be the **benefit period** shown in the schedule of benefits following the expiry of the **elimination period**.
2. The total sum payable under this insurance in respect of any one (1) or more claims will not exceed in all the largest benefit under any one of the items contained in the **schedule** of benefits.

Fraudulent claims

If **you**, or anyone acting on **your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance will become invalid. This means **we** will not pay the false or fraudulent claim, or any subsequent claim.

6. How to make a Complaint

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service. If you have any questions or concerns about **your** policy or the handling of a claim you should, in the first instance, please contact:

Balticfinance
Werkstraße 12
24955 Harrislee
Germany
info@balticfinance.com

Your complaint will be acknowledged, in writing, promptly.
A decision on **your** complaint will be provided to **you**, in writing, within 8 (eight) weeks of the complaint being received.

Should **you** remain dissatisfied with the final response or if **you** have not received a final response within 8 (eight) weeks of the complaint being received, **you** may be eligible to refer your complaint to the Financial Ombudsman Service (FOS) in Germany. The contact details are as follows:

The Insurance Ombudsman

Insurance Ombudsman / Versicherungsombudsmann e. V.
Postfach 080632
10006 Berlin
Germany
Tel: 0800 3696000
Fax: 0800 3699000
<http://www.versicherungsombudsmann.de/home.html> (German only)

or

The Federal Institute for Financial Services

Federal Institute for Financial Services / Bundesanstalt für Finanzdienstleistung (BaFin)
Graurheindorfer Straße 108
53117 Bonn Germany
Tel: +49 (0)228 29970299
http://www.bafin.de/EN/Consumers/ComplaintsContacts/ComplaintsToBafin/complaintstobafin_node.html

An individual person can refer a complaint to BaFin at any time and without first submitting the complaint to the relevant insurer or the Insurance Ombudsman.

If **you** have purchased **your** contract online **you** may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

The complaints handling arrangements above are without prejudice to **your** right to commence a legal action or an alternative dispute resolution proceeding in accordance with **your** contractual rights.

7. Data Protection

Any information **you** have provided will be dealt with by **us** in compliance with the provisions of the Data Protection Act 1998. For the purpose of providing this insurance and the handling of any claims or complaints, **we** may need to transfer to other parties certain information which **you** have provided to **us**.

8. Sanctions

We will **not** provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

9. Service of Suit and Jurisdiction Clause

It is agreed that this Insurance shall be governed exclusively by the law and practice of Germany, and any disputes arising under, out of or in connection with this Insurance shall be exclusively subject to the jurisdiction of any competent court in Germany.

Lloyd's Insurance Company S.A. hereby agrees that all summonses, notices or processes requiring to be served upon it for the purpose of instituting any legal proceedings against them in connection with this Insurance shall be properly served if addressed to it and delivered to its care of

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Germany

who in this instance, has authority to accept service on its behalf.

Lloyd's Insurance Company S.A. by giving the above authority does not renounce its right to any special delays or periods of time to which it may be entitled for the service of any such summonses, notices or processes by reason of its residence or domicile in Belgium.

10. (Re)insurer's Liability Clause

(Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below. In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

Proportion of liability

The liability for every single agent regarding the insurance agreements is limited to prorata risks without joint guarantee. The agents/broker liability is limited to that part of the insured risk which the agent/broker has signed. The agent/broker who has signed the insurance has no liability for other agents/brokers who have not fulfilled their obligations partly or in full regardless of the reason herefore.

Service of Suit and Jurisdiction Clause

It is agreed that this Insurance shall be governed exclusively by the law and practice of the German courts, and any disputes arising under, out of or in connection with this Insurance shall be exclusively subject to the jurisdiction of any competent court in Germany.

Lloyd's Insurance Company S.A. hereby agrees that all summonses, notices or processes requiring to be served upon it for the purpose of instituting any legal proceedings against them in connection with this Insurance shall be properly served if addressed to it and delivered to its care of Balticfinance Danmark ApS – Filiale Deutschland who in this instance, has authority to accept service on its behalf.

Lloyd's Insurance Company S.A. by giving the above authority does not renounce its right to any special delays or periods of time to which it may be entitled for the service of any such summonses, notices or processes by reason of its residence or domicile in Belgium