




CLIMBING WALLS AND BOULDERING PERSONAL ACCIDENT INSURANCE

Policy Wording

an  AVENTUM Group company

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I. INTRODUCTION

Policy Title: Rokstone Climbing Walls Personal Accident Insurance.

Policy number:

Insurer: Hiscox Insurance Company Limited (“Hiscox”).

Policyholder:

Master Policyholder name and contact details:

Program administrator: Rokstone Underwriting (“Rokstone”) is a trading name of Rokstone Group Limited.

Effective date:

Expiry date:

Coverage Territory: United Kingdom, the Isle of Man or the Channel Islands.

This **master policy** will only be in force if it is signed and approved by Rokstone Underwriting.

This **policy** is a contract between the **master policyholder** and the **insurer**. Hiscox agrees to give the insurance cover set out in this **policy** under the sections (and subsections) of cover that are shown as being included on the schedule. This **policy**, the schedule and all attached memoranda and endorsements detail the entire cover provided and the terms and conditions applying to it.

II. COVERAGE

This insurance offer is available for indoor climbing wall and bouldering centres to offer benefits of insurance to its clients and will be linked to the payment of membership fees.

It provides cover for **accidents** whilst **insured members** are undertaking sport activities at the indoor climbing wall/bouldering centre, which causes:

- a) Bone **fractures**
- b) Joint **dislocations**
- c) Complete **ligament** and/or **tendon** ruptures requiring surgical repair as detailed further under ‘What is covered’ in the Policy Terms and Conditions, which can be found in Appendix 1.

An additional amount is payable if a **fracture** results in **hospitalisation** for more than 24 hours and/or surgical treatment.

There is additional cover in the case of **Accidental Permanent Total Disability** or **Accidental Death**.

Benefits

Benefit table and further specifications and combination of benefits for several injuries, definitions and exclusions are specified in the Policy Terms and Conditions (Appendix1).

Definitions

The definitions applicable to the **policy** wording are listed and specified in the glossary of the Terms and conditions in Appendix 1.

Exclusions

The occurrences and circumstances which are not covered under this **policy** are described in the relevant section of the Terms and conditions in Appendix 1.

III. GENERAL CONDITIONS

Presentation of the risk

In agreeing to insure **you** and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must provide a fair presentation of the risk and must take care when answering any questions **we** ask by ensuring that all information provided is true, accurate and complete. A fair presentation is one which clearly discloses in a reasonably clear and accessible manner all material facts which **you** (including **your** senior management and those responsible for arranging this insurance) know or ought to know following a reasonable search.

If you fail to make a fair presentation

If **we** establish that **you** deliberately or recklessly failed to present the risk to **us** fairly, **we** may treat this **policy** as if it never existed and refuse to make any payment under it. **You** must reimburse all payments already made by **us** and **we** will be entitled to retain all premiums paid.

If **we** establish that **you** failed to present the risk to **us** fairly but that **your** failure was not deliberate or reckless, the remedy **we** will have available to **us** will depend upon what **we** would have done had **you** made a fair presentation of the risk, as follows:

- a) if **we** would not have provided this **policy**, **we** may treat it as if it never existed and refuse to make any payment under it. **You** must reimburse all payments already made by **us**. **We** will refund any premiums **you** have paid; or
- b) if **we** would have provided this **policy** on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the start of the **period of insurance**. This may result in **us** making no payment for a particular claim or loss. **You** must reimburse any payment made by **us** that **we** would not have paid if such terms had been in effect.

Change of circumstances

You must tell **us** as soon as reasonably possible of any change in circumstances during the **period of insurance** which may materially affect this **policy** (a material fact or circumstance is one which might affect **our** decision to provide insurance or the conditions of that insurance). **We** may then change the terms and conditions of this **policy** or cancel it in accordance with the cancellation condition.

Reasonable precautions

You must take reasonable steps to prevent any **accident**. **We** will not make any payment under this **policy** in respect of any incident occurring whilst **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the **accident** or injury occurring in the circumstances in which it occurred.

Other insurance

We will not make any payment under this **policy** where the **insured member** would be entitled to be paid under any other insurance if this **policy** did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this **policy** not been effected. If such other insurance is provided by **us** the most **we** will pay under this **policy** will be reduced by the amount payable under such other insurance.

Arbitration

Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

Sanctions

We shall not be deemed to provide cover and shall not be liable to pay any claim or loss or provide any benefit under this **policy** to the extent that the provision of such cover, payment of such claim or loss or provision of such benefit would expose **us**, or would in **our** reasonable view give rise to any appreciable risk of exposing **us**, to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America, or of any other relevant jurisdiction.

Premium

The **program administrator** is in charge of calculating and collecting the premiums on the **insurer's** behalf.

If the **master policyholder** pays the premium as agreed, the **insurer** will provide the insurance set out in this **master policy**. **We** will only provide cover for those people who are shown as being **insured** on the schedule or any attached memoranda or endorsements for the **Period of Insurance** as long as the required premium has been paid and **we** have accepted it.

Premiums are payable monthly/annually and due on the first day of each month/year purchasing cover for the month/year it is paid. If a premium is not paid on the date it is due, the **master policyholder** has 30 days in which to pay it. If it is not paid during that period, the **program administrator** has the right to cancel the **certificate** from the date on which the premium is due. If the premium is paid during the 30-day period, then cover will operate as if it had been paid on the due date.

The **master policyholder** is responsible for collecting the premiums from the insureds and sending a monthly report with the active insureds and premiums collected to the **program administrator** in a pre-agreed format.

The **insurer** can change premium and conditions of the **master policyholder** and **certificate** by giving 30 days written notice.

Policy documentation

It is important that Customers are provided with appropriate documentation so that they can understand the cover and so that they have the necessary information to make claims and complaints.

The **master policyholder** is responsible for informing the customer about the details of cover in place, for facilitating access to the legal terms and conditions of the insurance **policy**. The documentation should be provided in a suitable format. This may be a physical copy, an email attachment or a link to an online document.

The documentation must refer to the **master policy** including appendix with terms and conditions as the insuring document and customers must be able to access the full **master policy** wording on request.

Start and termination of cover

Cover for the **master policyholder** will start when the **insurer** receives notification from the **master policyholder** or the **program administrator** and as specified in the schedule.

Policy cancellation: cover ceases when the **master policy** is cancelled by the **master policyholder** or the **program administrator**. The **master policyholder** may terminate the **policy** by providing 30 days written notice to the **insurer** and/or the **insured**. The **Insurer** may terminate the **policy** for non-payment of premiums without putting this right in 30 days or breach of terms providing 30 days written notice.

Policy renewal: this is an annual **policy** which can be renewed each year.

Changes to the Policy: The **insurer** reserves the right at renewal to adjust the premiums, cover and/or other terms to that of the existing **policy** within a reasonable time prior to renewal. Any amendments to this **policy** must be agreed upon by all parties.

IV. CLAIMS PROCEDURE

The **insurer** is in charge of handling and processing the claims. The **master policyholder** does not have authority to handle claims although must assist the **insured** customer registering and facilitating the claim process in case of an **accident**.

If **you** or an **insured member** need to make a claim:

The following claims conditions apply to the whole of this **policy**. **You** and/or and **insured member** must also comply with the conditions shown below:

- 1) **We** will not make any payment under this **policy** unless **you** or an **insured member**:
 - a) give **us** prompt notice of anything which is likely to give rise to a claim under this **policy**; and
 - b) give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**.
- 2) **You** and an **insured member** must make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim.

If **you** fail to do so, **you** shall be liable to **us** for an amount equal to the detriment **we** have suffered as a result of **your** failure to comply with these obligations, which **we** may deduct from any payment **we** make under this **policy**.

Notification

If anything happens that might be covered under the **policy**, the **master policyholder** and **insured** must comply with the obligations set out below:

- 1) The **master policyholder** must brief their staff on the procedures to follow in case of an eligible **accident** in the establishment.
- 2) The **insured** must see a suitably qualified medical practitioner as soon as possible after suffering injury and follow any given medical advice.
- 3) Prompt notification of the death of an **insured** person which might be covered under this section.

Documentation

The **master policyholder** must register all eligible **accidents** and complete an **injury report for** each on the same day of the **accident** explaining the circumstances of the claim. This form must be presented by the **insured member** to the **insurer** when submitting the claim and be available and facilitated to the **insured** and/or **insurer** upon request.

The **insured** must submit the **injury report** in addition to the **insurance claim form** and with the relevant medical reports to document the claim to the **insurer**. There must be timely and sufficient data available from the **master policyholder** to allow the claims handler (**insurer**) to determine whether coverage is in place at the point of claim.

Where only numbers of customers are obtained there needs to be an efficient and effective way to identify whether coverage is in place without the Customer's details being readily available.

Where all members of the group are issued with a membership number it may be that a membership number is sufficient proof of membership and proof of coverage.

Monitoring to ensure the process in place for determining coverage at the point of claim is operating effectively should form part of claims handling oversight e.g. as part of claims file reviews and/or audit.

The **master policy** holder will submit an annual **accident** report to the **insurer** for audit and quality control purposes.

Settlement

If an **insured member** does not comply with what **we** require them to do under this claim procedure, **we** may not pay their claim. Claim payments will be made directly to the **insured member** or their next of kin in case of death.

The **Important information and contact details** section below contains additional information specific to the covers applicable to **your policy**.

If **you** are unsure of who to contact, please call **our** team on 0800 711 7156, 9.00am - 5:30pm Monday to Friday. They will ensure **you** get through to the correct claims team and let **you** know what actions **you** need to take.

If anything happens that might be covered under the **policy**, **you** or the **insured member** must comply with the obligations set out in General claims conditions, together with the obligations set out under Claims procedure. It is important that **you** and the **insured member** read the **policy** for details of its terms in full.

Fraudulent claims or misleading information

The **master policyholder** must make sure that whenever the **master policyholder** must provide any information, it is true, accurate, and complete to the best of its knowledge and belief.

If any information provided which is not accurate or is not complete, impacts **our** decision to enter into the **policy** or as to the terms on which **we** do so, the **policy** may not protect the **insured member** in relation to a potential claim.

If **you** or anyone entitled to cover in respect of any claim or loss, or anyone on behalf of **you** or such other person, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then:

- a) **we** shall be entitled to give **you** notice of termination of the **policy** with effect from the date of any fraudulent act or claim or the provision of such false information
- b) **we** shall be entitled to refuse to make any payment under the **policy** in respect of any claim made or any loss occurring after the date of any fraudulent act or claim or the provision of such false information

- c) **you** must reimburse all payments already made by **us** relating to claims made or losses occurring after the date of any fraudulent act or claim or the provision of such false information; and
- d) **we** shall be entitled to retain all premiums paid.

This does not affect **your** rights in relation to any claim made or loss occurring before the date of any fraudulent act or claim or the provision of such false information.

Where this **policy** provides cover for any individual who, or entity that, is not a party to the **policy**, and where such an individual or entity (or anyone on their behalf) tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy**, **our** rights set out above apply only to any individual or entity that gave the false information or made the fraudulent claim.

To prevent fraud, **insurers** sometimes share information. Details about insurance application and any eventual claim may be exchanged between **our** administrators.

V. INSURERS DETAILS

This **policy** is underwritten by Rokstone Underwriting on behalf of the **insurers** listed below.

Name	Rokstone Underwriting
Registered address	11 Monument Street London EC3R 8AF United Kingdom Company registered in England and Wales number 10397192
Status	Authorised and regulated by the Financial Conduct Authority (Ref: 1008277).

Insurers

These **insurers** provide cover as specified below and in the schedule.

Name	Hiscox Insurance Company Limited
Registered address	22 Bishopsgate London EC2N 4BQ United Kingdom
Company registration	Registered in England number 00070234
Status	Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

VI. REGULATORY COMPLIANCE

This section must contain details of the rights and responsibilities during the contract period.

Complaints handling

Master policyholders and the **program administrator** do not have complaints handling authority. Being **master policyholders** sometimes in initial receipt of complaints, **insurer** must provide the instructions on a complaint detection, the process, and the timescales.

Complaints must be submitted to the **program administrator** or directly to the **insurer** who will handle these as per their standard complaints procedure which must be provided upon request by the **master policyholders** or the insureds.

Program administrators should treat complaints under master policies in the same way as all other complaints including monitoring numbers, compliance with timescales and performing root cause analysis.

Program administrator must determine the appropriate level of data to obtain where master policies are written to properly manage the business. At a minimum, numbers of customers for each **master policy** written should be obtained to support regulatory reporting on Eligible Complainant numbers.

Dispute Resolution: Process for resolving disputes between the **insurer** and the policyholder to be specified by **insurer's** legal team.

Hiscox complaints procedure

Hiscox aims to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times Hiscox are committed to providing **you** with the highest standard of service. If **you** have any concerns about **your policy** or **you** are dissatisfied about the handling of a claim and wish to complain **you** should, in the first instance, contact Hiscox Customer Relations in writing at:

Hiscox Customer Relations
 The Hiscox Building
 Peasholme Green
 York YO1 7PR
 United Kingdom

or by telephone on +44 (0)800 116 4627 or +44 (0)1904 681 198

or by email at customer.relations@hiscox.com

Where **you** are not satisfied with the final response from Hiscox, **you** also have the right to refer **your** complaint to the Financial Ombudsman Service to review **your** case. This does not affect **your** legal rights.

Address:

Financial Ombudsman Service
 Exchange Tower
 London E14 9SR

Telephone: 0800 023 4567 or +44 20 7964 0500 from outside the United Kingdom

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

Website: www.financial-ombudsman.org.uk

If **you** contact them or **us**, please quote the **policy** number shown in **your policy** schedule.

VII. GOVERNING LAW

This policy is governed by the laws of United Kingdom, The Isle of Man and The Channel Islands jurisdiction.

Unless the **master policyholder** and **insurer** agree otherwise, the law which applies to this contract is the law which applies to the location of the **master policyholder's** entity in the United Kingdom, or in the Channel Islands or Isle of Man, the law of whichever of those two places the centre is located.

Any legal proceedings between **you** and the **insurers** in connection with this contract will, therefore, only take place in the courts of the part of the United Kingdom, the Channel Islands or the Isle of man in which you live.

Rights of third parties

A person who is not a party to this **insurance** has no right under the Contracts (Rights of Third Parties) Act 1999 to of this insurance, but this does not affect any right or remedy of a third party who has been appointed by Insurers to fulfil the function of the Insurance contract.

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.

Data Protection

Using your personal information

Hiscox is a trading name of a number of Hiscox companies. The specific company acting as a data controller of **your** personal information will be listed in the documentation we provide to **you**. If **you** are unsure **you** can also contact **us** at any time by telephoning 01904 681198 or by emailing us at dataprotectionofficer@hiscox.com.

We collect and process information about **you** in order to provide insurance policies and to process claims. **Your** information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing **your** information with, and obtaining information about **you** from, **our** group companies and third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help **us** monitor and improve the service **we** provide. For further information on how **your** information is used and **your** rights in relation to **your** information please see our privacy policy at www.hiscox.co.uk/cookies-privacy

VIII. PROGRAM MANAGER PROCEDURES

Relevant information about clients is collected to provide insurance cover or the insurance cover that benefits them and to meet legal obligations. This information may include more sensitive details such as information about health and any potential criminal convictions.

In certain circumstances, the insurer may need consent to process certain categories of information. Consent does not have to be given and may be withdrawn at any time.

APPENDIX I. POLICY TERMS AND CONDITIONS

Your Rokstone Climbing Personal Accident plan is an annual insurance **policy** which can be renewed each year. Various provisions in this **policy** restrict **your** coverage.

You should read this **policy** carefully to make sure that they understand the cover provided and the limitations applying.

If there are any elements of the cover that require clarification or do not meet the needs of the **insured**, the **insured** should in the first instance raise these with the **master policyholder** or their insurance intermediary, where applicable.

1. What is covered

This insurance offer is available for indoor climbing wall and bouldering centres to offer benefits of insurance to its clients and will be linked to the payment of membership fees.

It provides cover in the event of **accidents** occurring exclusively whilst **insured members** are undertaking sport activities in the registered indoor climbing wall/bouldering centre during the **Period of Insurance** causing any of the following injuries and as further specified below in the Benefit Table and in the relevant paragraphs below:

- a) Bone **fractures**
- b) Joint **dislocations**
- c) Complete ligament and/or **tendon** ruptures requiring surgical repair.

An additional benefit amount if the **fracture(s)** trigger the need of **hospitalisation** for more than 24 hours and/or surgical treatment.

There is a further cover in the case of **Accidental Permanent Total Disability** or **Accidental Death**.

2. How the policy works

Premium payment

Your policy is for an initial **policy** period of 12 months. **Your** premium is payable by instalments monthly in advance or by a single annual payment, in advance.

Premiums are due on the effective date of the **policy** in respect of all enrolled members.

If a premium is not paid on the due date, the **insured** has 30 days in which to pay it. If it is not paid during that period, the **certificate** will be cancelled from the date on which the unpaid premium was due. If the premium is paid during the 30-day period, then cover will operate as if it had been paid on the due date.

The **insurer** can change premium and conditions of the **policy** by giving 30 days written notice.

Cover ceases when the **master policy** is cancelled by the **master policyholder** or the **insurer** or the **policy** is cancelled by any of these or the **insured** customer.

The **Insurer** may terminate the **policy** for non-payment of premiums or breach of terms.

Individual eligibility

Insured members must fulfil all the following criteria at the moment of applying for the **policy**:

- aged between 11 and 70 years at the Insurance start date and renew up to their 71st birthday
- officially resident in the United Kingdom of Great Britain and Northern Ireland, for a minimum of 180 days a year
- being a registered member of the Climbing/Bouldering Centre noted on their Confirmation of Insurance.

Start and Termination of cover

Cover for an **insured member** will start when the **insurer** receives notification from the **master policyholder**. The **master policyholder** may terminate the **policy** by providing 30 days written notice.

In addition, cover for an **insured member** will end on the earliest of the following dates:

- on the date that the **insured member** is no longer a member of the **master policyholder**
- when the **insured member** dies
- when the **insured member** tells **us** in writing to stop insuring
- when the **insurer** has paid a claim that equals the sum **insured** under that section
- when an **insured** person has lived outside the United Kingdom , the Isle of Man or the Channel Islands for more than 180 days in a row.

3. Guide to what's covered & excluded

Musculoskeletal injuries		Sum insured (£)	
		Adults	<14 or >65
Maximum sum insured/ accident for musculoskeletal injuries (I + II +III)		7000	3500
I Bone fractures			
A	Skull/cranial bones (one or more, open or closed fracture(s))	1500/5000(*)	750/2550(*)
B	Spine/Vertebrae (***)	1000/5000(*)	500/2500(*)
C	Pelvis (pelvic spine and pelvic girdle) (***)	1000/2000(*)	500/1000(*)
D	Facial bones (**)	500	250
E	Collar bone (clavicle)	500	250
F	Breastbone (sternum)	500	250
G	Shoulder blade (scapula)	500	250
H	Ribs (bone segment) (**)	250	125
I	Arm (humerus, radius, ulna)	500	250
J	Shoulder, Elbow, Wrist	500	250
K	Hand (metacarpal bones)	500	250
L	Fingers (phalanges) (***)	250	125
M	Leg (femur, tibia, fibula, patella)	500	250
N	Hip, Knee, Ankle	500	250
O	Foot (metatarsal bones)	500	250
P	Toes (***)	250	125
X	Additional benefit for bone fracture requiring surgery and/or >24h hospitalisation	500	250
(*) Without/with permanent neurological deficit respectively, for benefit A&B, or requiring mayor surgery for maximum benefit C.			
(**) Multiple rib fractures will be paid up to a maximum of triple the amount for that benefit category.			
(***) Multiple pelvic bones, vertebrae, finger or toe fractures will be paid up to a maximum of double the amount for that benefit category.			
II Dislocations			
	Dislocation requiring surgical treatment	500	250
	Dislocation requiring professional reduction/relocation without surgery	50	50
III Tendon and ligament injuries			
	Complete tendon and/or ligament injuries requiring surgical treatment	500	250
	Maximum benefit amount for multiple tendon/ligament injuries per accident	1000	500
Accidental Death/PTD			
IV Accidental Death		5000	2500
V Accidental PTD		5000	2500

Please check further specifications on the combination of benefits for several injuries and glossary below.

Where the **insured member** suffers several musculoskeletal injuries including **fracture, dislocation, ligament** and/or **tendon** ruptures requiring surgical treatment and/or **hospitalisation**, a **maximum sum insured** per any one **accident/occurrence** will be paid as specified in the Benefit Table and up to a maximum of three claims per **Period of Insurance**.

I. Bone Fractures

Multiple **fractures** from one occurrence/**accident**, will be treated as a single claim.

More than one break to the same bone, including **comminuted fractures**, to contiguous fused bones, or multiple **fractures** within the same synovial joint (shoulder, elbow, wrist, hip, knee, ankle), will be entitled once to the sum **insured** established for the affected anatomic structure or joint, as outlined in the Benefit Table.

If the **insured member** requires **hospitalisation** for more than 24 hours or mayor surgical treatment within the next 90 days after the **accident**, the **insured** will be entitled to an additional benefit as specified in the Benefit Table. Hospitalisation/ Surgery benefit will be paid only once per claim occurrence.

Surgery benefit (benefit X) for **fractures** is not added to the surgery benefit for **dislocation** (benefit II) or **ligament/tendon** ruptures (benefit III) if the surgical treatment is performed during the same intervention. If the **insured** requires surgical treatment for the same occurrence in 2 different anatomic regions, only one surgery benefit will be paid.

Where an **insured** is over 65 years of age or under 14 years of age at the start of the **Period of Insurance**, the applicable Sum Insured shall be that shown in the Benefit Table.

II. Dislocations Requiring Surgery

A joint or articulation is the connection between bones in the body.

Dislocations are covered if these require a surgical intervention to get the joint structures to the original place, within a maximum time period of 90 days after the eligible **accident**.

Benefit amount for **dislocations** and **ligament** and/or **tendon** injuries requiring surgical treatment, will be paid once per **accident**.

If because of an eligible **accident** the **insured** suffers a **dislocation** which requires professional reduction/relocation without the need of a surgical intervention, he/she will be entitled to the benefit amount stated in the Benefit Table.

III. Tendon and Ligament Ruptures

If the **insured member** suffers an **accident** with one or several complete **tendon** and/ or **ligament** ruptures which require surgical repair, a benefit amount as specified in the Benefit Table applies up to the maximum amount for this benefit category independently of the number of injured ligaments and/or tendons to be repaired during the surgical intervention.

IV. Accidental Death

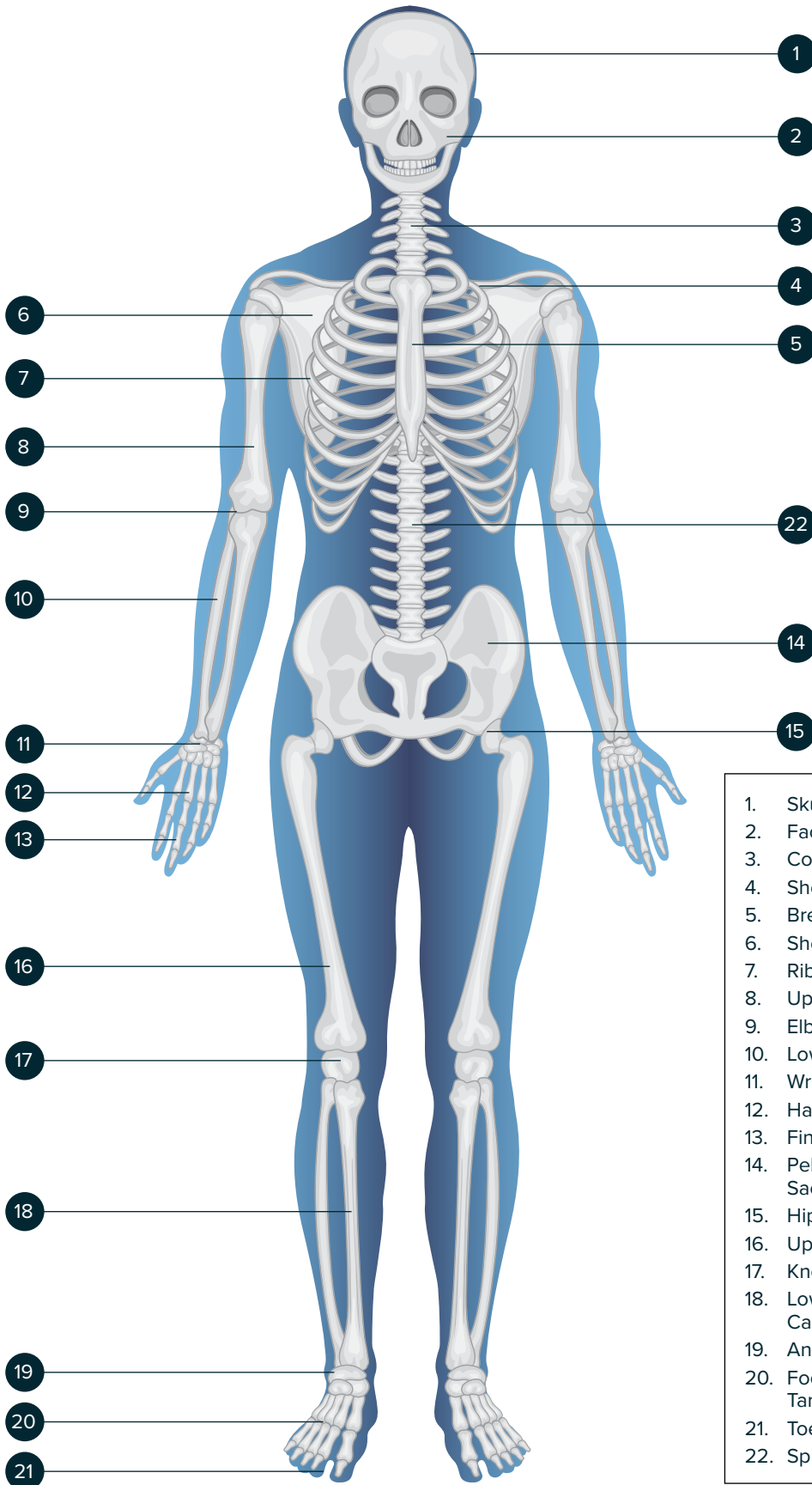
If the **insured** suffers an **accident** as defined in the relevant section, resulting in accidental death within a maximum period of 180 days, the **insurer** will pay a lump sum to the next of kin, as specified in the Benefit Table.

This cover is in addition to any other applicable benefit under this **policy**.

V. Accidental Total Permanent Disability

If the **insured member** suffers an **accident** as defined in the relevant section, resulting in Total Permanent Disability, within a minimum period of 18months and up to a maximum period of 24 months, the **insurer** will pay a lump sum if adequate medical evidence has been provided, and as specified in the Benefit Table.

This cover is in addition to any other applicable benefit under this **policy**.



1. Skull/Cranium
2. Facial bones,
3. Collar bone/Clavicle
4. Shoulder
5. Breastbone/Sternum
6. Shoulder blade/Scapula
7. Ribs
8. Upper arm: Humerus
9. Elbow
10. Lower arm: Radius, Ulna
11. Wrist
12. Hand/Metacarpals
13. Finger bones/Phalanges
14. Pelvis: Ilium, Ischium, Pubis. Sacrum, Coccyx.
15. Hip
16. Upper leg: Thigh bone/Femur
17. Knee
18. Lower leg: Shin bone/Tibia, Calf bone: Fibula
19. Ankle
20. Foot: Talus, Calcaneus, Tarsal bones, Metatarsal bones.
21. Toe bones: Phalanges
22. Spine/ Vertebrae

Exclusions

General exclusions:

We will not pay benefits for injuries caused by:

- 1) any **Act of Terrorism** or attributable to **War**, invasion, revolution, use of military power or usurpation of government or military power, whether declared or not;
- 2) any claim arising from nuclear risks;
- 3) **Permanent Total Disability** to an **insured** after the expiry of the **Period of Insurance** during which the **insured** person reaches 67 years of age.

In addition to the General exclusions, the following exclusions also apply to this section of **your policy**:

- 4) Injuries, permanent total disability or death other than arising from an **accident** occurred whilst exercising in the registered indoor Climbing or Bouldering Centre.
- 5) Chronic and overuse injuries.
- 6) **Pre-existing conditions** and any claim arising from any condition or disability for which medical advice was sought before this insurance commenced.
- 7) Stress or hairline **fractures**, bowing **fractures** and growth plate (epiphyseal plate) **fractures** grade 1 and/or not requiring reduction or surgery, and cartilage **fractures**.
- 8) Injuries directly or indirectly caused or contributed to by the **insured's**
 - a) Intentional self-injury
 - b) Suicide or attempted suicide
 - c) Provoked assault or fighting except in bona fide self-defence
 - d) Own criminal act
 - e) Engagement or participation in civil commotions or riots of any kind
 - f) Deliberate exposure to exceptional danger (except in an attempt to save human life).
- 9) Any claim from natural causes or illness not resulting from an **accident**.
- 10) Any physical defect, infirmity or medical condition known to the **insured member** at inception, unless the defect, infirmity or condition has been without the need of any medical advice or treatment during the 24 months before inception.
- 11) Any claim where medical or other suitable evidence is not provided and any **fracture** claim where an image test hasn't been obtained.
- 12) Injuries sustained while the **insured member** is under the influence of alcohol (which exceeds the prescribed limit under the Road Traffic Acts 1988 and would render the **insured member** unfit to drive regardless of whether the **insured** is driving or not), drugs or solvents (other than drugs taken under medical supervision but not for the treatment of drug addiction).
- 13) Injuries occasioned by or occurring whilst the **insured member** is in a state of insanity temporary or otherwise, or arising out of any condition caused by, prolonged by, or aggravated by any psychiatric, mental, or nervous disorder of the **insured member**.
- 14) Pregnancy or childbirth.

- 15) Directly or indirectly caused by, contributed to by, resulting from or in connection with:
- a) any **communicable disease**;
 - b) any fear or threat of 15.a. above; or
 - c) any action taken in controlling, preventing, suppressing, responding or in any way
 - d) relating to 15.a. to 15.b. above.
- 16) any accidental injury or illness directly caused by any:
- a) **cyber attack**;
 - b) **hacker**
 - c) **computer or digital technology error**
 - d) any fear or threat of 16.a. to 16.b. above; or
 - e) any action taken in controlling, preventing, suppressing, responding or in any way relating to 16.a. to 16.d. above.

However, **we** will cover any other accidental injury or illness **insured** under this section which is indirectly caused by a **cyber attack, hacker or computer or digital technology error**

17) **asbestos risks**.

18) pollution, if the total area affected by the pollution is greater than ten miles across at its widest point.

Definitions

We use certain words in this **master policy** which have a specific meaning. They have this specific meaning wherever they appear in the **master policy, certificate** or schedule and are shown in bold print.

Accident/accidental: the sudden, violent, unintended and unexpected occurrence of a **bodily injury** of the **insured** during the **Period of Insurance**, directly resulting from a fall whilst climbing or participating in associated sport activities in the registered Climbing or Bouldering centre at an identifiable time and place.

Accidental Death: is an unnatural death occurring as a direct result of an **accident** as defined above, within a maximum period of six months after the **accident**, and independently of any other cause.

Act of Terrorism: any act or acts of any person or group(s) of persons 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. An **Act of Terrorism** can include but not be limited to the actual use of force or violence and/or the threat of use. Furthermore, the perpetrators of an **Act of Terrorism** can either be acting alone, or on behalf of or in connection with any organisation or government.

Ankle: the junction connecting the foot with the leg includes 4 bones (tibia, fibula, talus, calcaneus) with its tendons and ligaments.

Artificial intelligence: Any machine learning, logical, statistical or other algorithm in **computer or digital technology** that can:

- perform tasks or generate outputs, including but not limited to, actions, content, decisions, predictions or recommendations; or
- adapt or vary its operation proactively, or in response to inputs.

Asbestos risks:

- The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or
- exposure to asbestos, asbestos fibres or materials containing asbestos; or
- the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos.

Benefit: A sum paid by the **Insurer** to the **insured**, under the provisions of the Insurance Contract as stated in the schedule.

Bodily injury: physical injury resulting from an **accident**.

Bowing fracture: or plastic deformities are incomplete **fractures** of tubular long bones and occur as a plastic response to longitudinal stress.

Certificate: **certificate** of insurance issued to an **insured**.

Chronic condition: any medical condition, disease, illness, or injury which has one or more of the following characteristics:

- it needs ongoing or long-term monitoring through consultations, examinations, check-ups and/or tests
- it needs ongoing or long-term control or relief of symptoms
- it requires **your** rehabilitation or for **you** to be specially trained to cope with it
- it continues indefinitely
- it has no known cure
- it comes back or is likely to come back.

Comminuted fracture: a **fracture** in which the bone is broken into more than two pieces. Communicable disease: Any communicable, infectious or contagious disease, including any related variation, strain, virus, complex or syndrome.

Computer or digital technology: Any programs, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

Computer or digital technology error: Any negligent act, error or omission by anyone in the:

- creation, handling, entry, modification or maintenance of; or
- ongoing operation, maintenance (including but not limited to installation, upgrading or patching) or development of, any **computer or digital technology**.

Cyber attack: Any digital attack or interference, whether by a **hacker** or otherwise, attempting or resulting in:

- access to
- extraction of information from
- disruption of access to or the operation of; or
- damage to:

any data or **computer or digital technology**, including but not limited to any:

- programs designed to damage, disrupt, extract data from, or gain access to any data or **computer or digital technology** including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or denial of service attack or distributed denial of service attack.

Dislocation: a **dislocation** occurs when bones in a joint are forced out of their usual place.

Elbow: joint connecting upper arm with forearm and is composed by the humerus, ulna and radius and three main ligaments providing stability.

Facial bones: facial bones support the soft tissues of the face and are composed by 6 pairs of fused bones (Zygomatic, lacrimal, nasal, inferior nasal concha, maxilla, palatine), and 2 single bones (mandible and vomer).

Finger structure is composed of proximal, medial and distal phalanges, its tendons, ligaments and other tissues.

Foot: foot structure is composed by talus, calcaneus, navicular, medial, intermediate and lateral cuneiform and cuboid bones and metatarsal bones.

Fracture: for the purpose of this **policy**, a **fracture** is defined as a discontinuity in the bone caused solely by accidental means and independently of illness, previous injury or any other cause, resulting from mechanical forces that exceed the bone's ability to withstand them. **Fractures** must be evidenced by radiological imaging tests.

Hacker: any artificial intelligence, entity or person, including any employee of **yours**, who gains or attempts to gain unauthorised access to or unauthorised use of any:

- **computer or digital technology;** or
- data held electronically by **you** or on **your** behalf.

Hip: hip joint is composed by the junction of the femur with the acetabulum forming the coxofemoral joint with its tendons, ligaments and other structures.

Hospitalisation: any establishment which is registered or licensed as a medical or surgical facility offering adequate technical and human resources to provide medical care and treatment for injured and sick people under the continuous supervision of medical practitioners 24/7.

Injury report: standard injury registration report to be completed by the **master policyholder** at the indoor Climbing/Bouldering Centre at the moment of the **accident** to be submitted to the **insurer**.

Insurance Claim Form: standard Claim Form to be completed by the **insured member** after the medical diagnosis related to the **accident** to be submitted to the **insurer** with the **injury report** from the Climbing Centre and the medical reports from the hospital.

Insured/ insured member: any individual who is a member of the group covered under this **Master policy** and whose personal **accident** risks are **insured** by the Terms and Conditions and named as such in the schedule.

Knee: is a large synovial **joint connecting** thigh and lower leg and is composed by tibia, fibula and patella, two fibrocartilages called menisci and four main ligaments: two cruciate and two collaterals.

Kneecap/patella is a flat, rounded triangular bone which articulates with the femur (thigh bone) and covers and protects the anterior articular surface of the knee joint.

Ligament: fibrous connective tissue that connects bones to other bones.

Master policyholder/you: the legal entity corresponding to the climbing/bouldering centre purchasing the insurance on behalf of the group and having legitimate interest in providing cover to its customers.

Master policy: the Personal Accident **policy** issued to the **master policyholder**.

Overuse injuries: also called cumulative trauma disorders result from repetitively using the same parts of the body, often due to overtraining and occur when tissue is damaged due to reiterative demand over a period of time.

Pelvis: pelvic skeleton is composed by the pelvic spine (sacrum and coccyx) and pelvic girdle (ilium, ischium, and pubis).

Period of Insurance: the period as shown in the schedule and any other period for which the **insurer** has accepted **your** premium.

Permanent neurological deficit: irreversible neurological deficiency with persistent clinical symptoms and no prospect of recover. The permanent neurological deficit must be certified by at least two different NHS doctors including the relevant specialist, after a minimum period of 18 months after the **accident** and within a maximum period of 24 months.

Pre-existing conditions: any medical condition and its direct related complications, disease, illness, or injury for which before **your policy** start date **you** have received or required medical advice, tests, follow up or treatment; or **you** have experienced signs or symptoms; whether the condition has been diagnosed or not.

Policy: this document, schedule and any endorsements attached or issued with it.

Pollution: any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.

Tendon: tough band of dense fibrous connective tissue that connects muscle to bone.

Toes: composed by phalangeal bones, tendons, ligaments and other structures.

Total Permanent Disability: loss of the physical ability through an injury as a direct and exclusive consequence of an **accident** to do at least 3 of the 6 tasks listed below ever again. The total permanent disability must be certified by at least two different NHS doctors including the relevant specialist, after a minimum period of 18 months after the **accident** and within a maximum period of 24 months.

The relevant specialists must reasonably expect that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends, or the **insured** person expects to retire.

The **insured member** must need the help or supervision of another person and be unable to perform the task on their own, even with the use of special equipment routinely available to help and having taken any appropriate prescribed medication.

The tasks are:

- Washing - the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means
- Getting dressed and undressed - the ability to put on, take off, secure and unfasten all garments and, if needed, any braces, artificial limbs or other surgical appliances
- Feeding yourself - the ability to feed yourself when food has been prepared and made available
- Maintaining personal hygiene - the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise managing bowel and bladder function
- Getting between rooms - the ability to get from room to room on a level floor
- Getting in and out of bed - the ability to get out of bed into an upright chair or wheelchair and back again

For the above definition, disabilities for which the relevant specialists cannot give a clear prognosis are not covered.

Ribs: rib cage is composed by long curved bones concretely 7 pairs of true ribs attached to the sternum, 4 pairs of false ribs connected to the sternum via cartilage tissue and 2 pairs of floating ribs ending within the abdominal musculature.

Program administrator: refers to Rokstone Underwriting acting on behalf of Hiscox Insurance Company Limited.

Shoulder: shoulder joint is a synovial joint also called glenohumeral joint involves humerus, scapula and clavicle and has 4 main ligaments allowing for a wide range of movement.

Skull/cranial bones: include the following fused bones: frontal bones, parietal bones, temporal bones, occipital bone, sphenoid bone and ethmoid bone.

Shoulder blade: also called scapula has two processes called acromion and coracoid process where several shoulder tendons and ligaments are attached.

Spine/Vertebral column/Vertebra: consist of 7 cervical, 12 dorsal or thoracic and 5 lumbar vertebrae separated by intervertebral discs made of fibrocartilage. 5 fused vertebrae form the sacrum and 3-4 fused vertebrae form the coccyx which are part of the pelvic spine.

Sum Insured the benefit amount noted in the schedule for the item against which the **insured member** has claimed.

Treating Physician: a medical practitioner who is legally qualified, licenced, and registered by the General Medical Council in the United Kingdom, other than the **insured member**, an immediate family member or an employee of the **insured member** and who habitually treats him or her.

War: any activity or conflict where military force is used and includes one of the following: 1. Hostilities or warlike operations (whether **War** be declared or not) 2. Invasion, civil **War**, rebellion, insurrection, revolution 3. Act of an enemy foreign to the nationality of the **insured member** or the country in or over which the act occurs 4. Civil commotion assuming the proportions of, or amounting to, an uprising 5. Overthrow of the legally constituted government 6. Military or usurped power 7. Explosions of **War** weapons 8. An **Act of Terrorism** Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the **insured member** whether war be declared with that state or not.

We, us, our: Hiscox Insurance Company Limited

Wrist: eight small carpal bones, the distal ends of radius and ulna and the bases of the five metacarpal bones form part of the wrist joint.

4. How to make a claim

Notification

The **insured member** must notify the **insurer** as soon as possible and within 30 days of an **accident**.

If anything happens that might be covered under the **policy**, the **insured member** or family member as appropriate must comply with the obligations set out below:

- 1) Prompt notification of any injury or death of an **insured member** which might be covered under the **policy**.
- 2) The **insured member** must see a suitably qualified medical practitioner as soon as possible after suffering injury and follow any given medical advice.

Documentation

The **master policyholder** must register the **accident** and complete an **injury report** on the same day of the **accident** explaining the circumstances of the claim.

The **insured member** must submit the completed **injury report** in addition to the Insurance Claim Form with the relevant medical reports to document the claim and authorise the **insurer** to collect and process medical data.

The **insurer** reserves the right to request all reasonable medical evidence required to validate a claim.

To make a claim, the **master policyholder** or **insured member** should contact the **insurer's** claims team at VanAmeyde UK Limited:

Claims information

If **you** need to make a claim, **you** should contact **our** claims team at VanAmeyde UK Limited on 0208 315 0732, or by e-mail to adjusters@vanameyde.com. **You** will need to provide **your** full name and contact details, the name of **your** business, **your** address and postcode, the **policy** number and circumstances of the claim.

If anything happens that might be covered under the **policy**, **you** must comply with the obligations set out in General claims conditions, together with the obligations set out under **Your** obligations in the **policy** wording. It is important that **you** read the **policy** for details of its terms in full.

Settlement

If an **insured member** does not comply with what **we** require them to do under this claim procedure, **we** may not pay their claim.

Using your personal information

Hiscox is a trading name of a number of Hiscox companies. The specific company acting as a data controller of **your** personal information will be listed in the documentation **we** provide to **you**. If **you** are unsure **you** can also contact **us** at any time by telephoning 01904 681198 or by emailing **us** at dataprotectionofficer@hiscox.com.

We collect and process information about **you** in order to provide insurance policies and to process claims. **Your** information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing **your** information with, and obtaining information about **you** from, **our** group companies and third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisors, **our** regulators or fraud prevention agencies.

We may record telephone calls to help **us** monitor and improve the service **we** provide. For further information on how **your** information is used and **your** rights in relation to **your** information please see **our** privacy **policy** at www.hiscox.co.uk/cookies-privacy.

5. Conditions

About this policy

How long does your policy last for?

This is an annual **policy** which **you** can renew each year. However, **your** cover will end automatically on the date that any of these events happen:

- **You** stop living in the United Kingdom, Channel Islands or the Isle of man for a minimum of 180 days a year
- **You** or **we** cancel this **policy** as shown below
- **You** stop paying **your** premium and fail to put this right in 30 days.

If, at the end of **your** annual **policy** period, **we** decide to offer renewal, then within a reasonable period before **your** **policy** period ends, **you** will receive details of **your** cover for the next 12 months, together with a new schedule.

If **we** do offer renewal, please note that **your** new **policy** may contain a different premium, cover and/or other terms to that of **your** existing **policy**. Any new terms will be explained clearly to **you** in good time before renewal, so that **you** can decide whether to accept the new **policy** or not.

If, at the end of **your** annual **policy** period, **we** decide not to offer renewal, then **we** will write to **you** advising **you** of this at least 21 days before **your** **policy** period ends.

6. Insurers details

Information about us

This **policy** is underwritten by Rokstone Underwriting on behalf of the **insurers** listed below.

Name: **Rokstone Underwriting**
Registered address: The Monument Building,
11 Monument Street,
London EC3R 8AF
United Kingdom
Company registration: Registered in England and Wales number 10397192
Status: Authorised and regulated by the Financial Conduct
Authority Ref: 1008277.

Insurers

These **insurers** provide cover as specified in each section of the schedule.

Name: **Hiscox Insurance Company Limited**
Registered address: 22 Bishopsgate
London EC2N 4BQ
United Kingdom
Company registration: Registered in England number 00070234.
Status: Authorised by the Prudential Regulation Authority and
regulated by the Financial Conduct Authority and the
Prudential Regulation Authority.



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