

**TERMS AND CONDITIONS
MEMBERSHIP
RIGHT TO REFUND
SPORTS CLUB/GOVERNING BODY OR
REGISTRATION COMPANIES
As at 16.01. 2025**

REFUND ELIGIBILITY

1. You are eligible for a refund of Your Sports Club/Governing Body or Registration Fees from Us if You suffer either a Partial or entire Inability to Participate in Your Membership or Registration (as defined below) provided that:
 - 1.1. The reason leading to an Inability to Participate by You first occurred after Your Sports Club/ Governing Body Membership or Registration has been confirmed between Us and You.
 - 1.2. The reason leading to an Inability to Participate by You did not arise from any known pre-existing physical, psychological or medical condition, sickness, disorder or known pre-existing injury (as defined in paragraph 2.14 below), unless You received a release to participate in Your Sports Club/ Governing Body Membership or Registration from your licenced Physician or Doctor.
 - 1.3. Prior to confirmed Membership or Registration, You knew of no fact or condition which could reasonably cause or lead to an Inability to Participate by You.
 - 1.4 The reason leading to an Inability to Participate by You is not due a personal change in Your plans or the venue at which the Membership or Registration takes place closing or Your Sports Club/ Governing Body Membership or Registration being cancelled, abandoned, postponed or interrupted.
 - 1.5 The reason leading to an Inability to Participate by You occurs 30 days or more before the Expiration Date.

DEFINITIONS

- 2.1. You means the person responsible for paying the Sports Club/Governing Body or Registration Fees and who has a confirmed Membership or Registration with Us together with any joint or family members contracted or listed to participate in Your Membership or Registration as set out in the Membership Agreement with Us for which Sports Club/Governing Body or Registration Fees have been paid by You to Us.
- 2.2. Membership Agreement means the signed contract between Us and You that enables You to be a Member with Us and participate in Your Membership or Registration for which Membership or Registration Fees have been paid by You to Us.
- 2.3. Membership or Registration means Your annual Membership or Registration of Our Sports Club / Governing Body or as set out in the Membership Agreement for which Sports Club/Governing Body or Registration Fees have been paid by You to Us.
- 2.4 . Immediate Family means Your:

1. legal or de facto spouse;
2. civil partner;
3. children, or the person responsible for looking after their children where the children are minors;
4. grandchildren;
5. parents;
6. grandparents; or
7. siblings.

2.5. Effective Date means the later of:

2.5.1. the start date of Your Membership or Registration following enrolment with Us as a Member as set out in the Membership Agreement with Us, or

2.5.2. the day that the Sports Club/Governing Body or Registration Fees are paid in whole or part but no more than 30 days from the day You commence Your Membership or Registration.

2.6. Expiration Date means the day of the expiration of your Membership or Registration Term.

2.7. Sports Club/Governing Body or Registration Fees means the refundable transaction value of monetary fees including any booking, handling and service fees that are required to be paid by You to Us for You to participate in Your Membership or Registration with Us.

2.8. Subscription Term means a period of consecutive months of Subscription from the Effective Date to the Expiration Date such period not to exceed 12 months.

2.9. Subscription means the date the Membership Agreement is signed by You and Your enrolment with Us.

2.10. Member/Membership means your enrolment with Us, upon the acceptance of your application by Us and payment of your Sports Club/Governing Body or Registration Fees by You to us.

2.11. Partial means an Inability to Participate in part of the Subscription Term:-

either from the start date of Your Subscription and commencing Your Subscription at a later date;

or once the Subscription has commenced curtailing the Subscription;

or once the Subscription has commenced, interrupting the Subscription and rejoining the Subscription at a later date;

but in **all** events 30 days before the Expiration Date and **always** in accordance with the scale of refunds payable as set out in under the heading "APPLYING FOR YOUR REFUND" at paragraph 4 below.

2.12. Inability to Participate means an event as defined below:

- a) identifiable physical bodily injury to or sickness of You or a member of Your Immediate Family caused by a sudden, unexpected, unusual, specific external event that occurs at an identifiable time and place during the Subscription Term which does not allow You to be a participant in

Your Membership or Registration with Us and which is further confirmed by a licensed Physician or Doctor in writing;

- b) Your death or the death of a member of Your Immediate Family 30 days prior to the Membership or Registration with Us or during the Subscription Term which does not allow You to be a participant in the Membership or Registration with Us and which is supported by a death certificate;
- c) a Pre-existing physical, psychological or medical condition, sickness, disorder or known pre-existing injury of You or a member of Your Immediate Family that You or the member of Your Immediate Family were aware of at the time the Subscription Fees were paid by You to Us that would not normally preclude You from being a participant in Your Membership or Registration and which is further confirmed by a licensed Physician or Doctor in writing;
- d) a requirement imposed on You by Your employer to move address, remain at Your office, undertake a business trip or attend or travel to a business appointment with a supplier, contractor or customer which was unknown to You at the time that the Subscription Fees were paid by You to Us and which results in You being unable to participate in Your Membership or Registration. The move of address may be temporary or permanent provided the new address is more than 100 miles from Your primary residence and provided the business trip or travel is more than 100 miles from the venue where the Membership or Registration takes place..
- e) if You are unexpectedly made compulsorily redundant by Your employer through no fault Yours which was unknown to You at the time that the Subscription Fees were paid by You to Us and which results in Your being unable to participate in Your Membership or Registration.

2.13. Physician /Doctor means a person (other than You) who is not related to You, the by blood or marriage who is licensed to prescribe drugs and administer medical treatment (within the scope of such license) at the location where the treatment is provided. A Physician/ Doctor does not include a naturopath, a herbalist or a homeopath.

2.14. Pre-Existing Condition means the physical impairment, defect, degenerative process, illness, sickness, disorder, injury, infirmity, medical or psychological condition of You or a member of the Immediate Family which existed prior to the time the Subscription Fees were paid by You to Us.

For the purpose of this definition a physical impairment, defect, degenerative process, illness, sickness, disorder, injury, infirmity, medical or psychological condition exists prior to the time the Subscription Fees were paid by You to Us, if it has been diagnosed by a Physician/Doctor prior to time the Subscription Fees were paid by You to Us or, in the event it has not been so diagnosed, then in the opinion of a Physician/Doctor You could reasonably have been expected to be aware of its existence prior to time the Subscription Fees were paid by You to Us.

2.15 Communicable Disease means any disease capable of being transmitted from any organism to another organism by means of any substance or agent.

2.16. We/Us/Our means [Name of Sports Club/ Governing Body or Registration Company]

2.17. You means the person(s) responsible for paying the Subscription Fees and the persons enrolled to be a Member of Us.

REFUND INELIGIBILITY

3. You are not eligible for a refund of Subscription Fees if the reason leading to an Inability to Participate in the Membership or Registration by You is that:-

- 3.1. You suffer injury, sickness or death, that arises from any known Pre-Existing physical, psychological or medical condition, sickness, disorder or known pre-existing injury, unless You received a release to attend or participate in the Membership or Registration from your licenced Physician or Doctor.
- 3.2. You and/or a member of the Immediate Family suffer from or, as a result of, COVID-19 or any mutation or variation of COVID-19 or are fearful of or there is a threat of catching a Communicable Disease or if there is an imposition of quarantine or restrictions or any action is taken in controlling, preventing, suppressing or in any way relating to the movement of people or animals by any local, national or international body or agency due to a Communicable Disease.
- 3.3. prior to Subscription You were aware of any known fact or condition which could reasonably cause or lead to an Inability to Participate by You in the Membership or Registration.
- 3.4. if Your Inability to Participate resulted from:
 - 3.4.1. acts committed with the intent to suffer an Inability to Participate;
 - 3.4.2. the abuse of alcohol or drugs, medication or non-compliance with prescribed medical treatment, regime, therapy, advice or medication;
 - 3.4.3. intentionally self-inflicted harm;
 - 3.4.4. suicide or attempted suicide (whether sane or insane);
 - 3.4.5. cosmetic or any other elective surgery;
 - 3.4.6. organ harvesting surgery save if elective surgery to donate an organ to a member of the Immediate Family;
 - 3.4.7. mental, nervous or emotional disorders that do not require immediate hospitalization;
 - 3.4.8. routine pre-natal care, fertility treatments, elective abortion, pregnancy complications which occur in the 9 weeks before or after the expected date of delivery;

in respect of You and/or a member of the Immediate Family.

3.5 engaging in extreme sports, including but not limited to:

- (a) skydiving, base jumping, hang gliding, or parachuting;
 - (b) bungee jumping;
 - (c) caving, rappelling, or spelunking;
 - (d) skiing or snowboarding outside of marked trails or in an area accessed by helicopter;
 - (e) climbing sports or free climbing;
 - (f) personal combat or fighting sports;
 - (g) racing of any motorized vehicle or motorcycle or watercraft;
 - (h) free diving or scuba diving at a depth greater than 60 feet or without a dive master,
- by You and/or a member of the Immediate Family.

3.6. a criminal or fraudulent act by You and/or a member of the Immediate Family .

- 3.7. nuclear reaction, radiation, or radioactive contamination.
- 3.8. seepage, pollution, or contamination or any biological or chemical contamination.
- 3.9. war (declared or undeclared), acts of war or military duty or service.
- 3.10. civil commotion or disorder, riot, or unrest.
- 3.11. any act of terrorism or threat or fear thereof.
- 3.12. a cyber incident or cyber act including, but not limited to, any action taken in controlling, preventing, suppressing, or remediating any cyber incident or act or the fear or threat of any cyber act.
- 3.13. the financial collapse or default of any transport, tour, venue or venue provider in which the Membership or Registration is to take place and/or any other service providers.
- 3.14. the prohibition, regulation or order by any local authority or government agency.
- 3.15. natural disasters including but not limited to earthquakes, floods, drought, landslides, Tsunamis, eruptions, ash clouds, wildfires, hailstorms and hurricanes.
- 3.16. You making changes to personal plans, having a business or contractual obligation, or rescheduling a prior appointment other than as provided for under 2.12. d) above.
- 3.17. any expected or foreseeable events.
- 3.18. You travelling to a country, region, or city for which their government has issued a travel advisory in writing prior to their departure date.
- 3.19. You travelling to a sanctioned country for any business or activity to the extent that such travel would violate any national economic or trade sanction law or regulations.
- 3.20. if Your Membership or Registration is cancelled, abandoned, interrupted, relocated or postponed.

APPLYING FOR YOUR REFUND

- 4.1. In the event of Injury, Sickness, Death, redundancy or relocation leading to Your Inability to Participate in Your Membership or Registration occurs 30 or more days before the Expiration Date, You are responsible for reporting the event within 30 days of the date of the Inability to Participate, by following the instructions as set out in Confirmation Form emailed to you upon completion of Your Membership or Registration Fee purchase and completing the refund request details.
- 4.2. You must:

- a) Follow the instructions and provide information as requested by EOS Claims LLP;
- b) Authorize Us or our authorized representative(s) or agent(s) to obtain documentation, records and other information as needed;
- c) Agree to the independent medical examination of You or member of the Immediate Family if required by Us or our authorized representative(s) or agent(s);
- d) Cooperate with Us or our authorized representative(s) or agent(s) in the investigation, defence or settlement of the Subscription Fees; and
- e) Assist Us or our authorized representative(s) or agent(s), upon our request, in the enforcement of any right or remedy against any person or entity which may be liable to You for the Inability to Participate in the Membership or Registration.

4.3. You will not, except at your own cost, voluntarily make a payment, assume any obligation, agree to a settlement or incur any expense related to the refund of Subscription Fees without Our consent.

4.4 Refund of Subscription Fees will be calculated in accordance with these Terms and Conditions and the following scale of refunds will apply :-

4.4.1 Where there is sole Membership or joint Membership and both parties apply for a refund

- a)- 25% refund of Subscription Fees where there is an Inability to Participate for up to 3 months.
- b)-50% refund of Subscription Fees where there is an Inability to Participate for between 3 and 6 months.
- c)-75% refund of Subscription Fees where there is an Inability to Participate for between 6 and 9 months.
- d)-100% refund of Subscription Fees where there is an Inability to Participate for for between 9 and 12 months.

4.4.2 Where there is joint Membership based on one party applying for a refund

- a)- 17.5% refund of Subscription Fees where there is an Inability to Participate for up to 3 months.
- b)-25% refund of Subscription Fees where there is an Inability to Participate for between 3 and 6 months.
- c)-37.5% refund of Subscription Fees where there is an Inability to Participate for between 6 and 9 months.
- d)-50% refund of Subscription Fees where there is an Inability to Participate for for between 9 and 12 months.

4.4.3 Where there is a family Membership based on one family member applying for a refund

In these circumstances a refund can be applied for pro-rata to the number of family members included in the Membership Agreement for example if there is a family Membership comprising 5 parties and 1 party suffers an Inability to Participate:-

- a)- 5% refund of Subscription Fees where there is an Inability to Participate for up to 3 months.
- b)-10% refund of Subscription Fees where there is an Inability to Participate for between 3 and 6 months.
- c)-15% refund of Subscription Fees where there is an Inability to Participate for between 6 and 9 months.

d)-20% refund of Subscription Fees where there is an Inability to Participate for between 9 and 12 months.

All refunds are subject to Your paying for the first month's Subscription Fees during Your Inability to Participate.

Please note : No refund is payable where the Inability to Participate occurs 30 days before the Expiration Date.

The following is an example of a pro rate refund of Subscription Fees for an Inability to Participate:

- a) You tear your ACL while running on the 1st June, one month after the beginning of your Subscription Term on the 1st May. You have paid £3,000 for your annual Membership of your sports club. You are unable to resume playing sport until the 1st October. You will be entitled to a 50% refund of your Subscription Fees, namely £1,500, less one month namely £250 net £1,250, on receipt of confirmation from your doctor of your injury and length of time you were unable to play sports.
- b) You have paid £3,000 for your annual Membership of your sports club. Your Subscription Term commenced on the 1st May. On the 4th June your company unexpectedly relocates you to one of their overseas offices for a 2 year secondment. You will be entitled to a 100% refund of your Subscription Fees, namely £3,000 less one month, namely £250, net £2,750, on receipt of confirmation of your relocation from your employers.