

Sports Personal Accident & Medical Insurance Policy Extract (reference Policy Nr. 002554/01/2023)

The Policyholder: Fédération Internationale de Basketball (FIBA)

Domicile of the Policyholder: Route Swiss 5 – P.O. Box 29, 1295 Mies, Switzerland.

Periods of Insurance: Inception: 1st November 2023
Expiry: 31st October 2024
Both days inclusive, local standard time at the location of the loss.

Cover applies when Players are on “**Active International Duty**”. This applies 24 hours a day while Players are actively on international duty with their Senior, Under 20, Under 19, Under 18, Under 17, Under 16, Senior and U23 3x3 or Wheelchair National Teams whilst taking part in the FIBA organised events covered by FIBA’s Personal Accident Insurance.

Unless the Federation has agreed in advance with FIBA in writing, **Active International Duty** begins when the Players arrive at the location where their National Team is meeting to travel together to the first FIBA event venue. It continues during the FIBA event and ends when the players have got to the location where their National Team have returned to together from the last FIBA event venue and where they are dispersing.

If players travel to and from the first FIBA Event venue independently, Active International Duty will begin when they leave their usual place of residence to travel directly to the first FIBA event venue. It will end when they arrive back at their usual place of residence having travelled directly back from the last FIBA event venue.

If the player decides to break their journey to the event, then it will begin when they start the last leg of the journey to the first FIBA event venue. If the player decides to break their return journey then Active International Duty ends when the first leg of the return journey finishes.

The tournaments covered by the FIBA’s insurance are:

Men’s Teams – Worldwide

<u>Window:</u>	<u>From:</u>	<u>To:</u>
FIBA AfroBasket Pre-Qualifiers	13-Nov-23	29-Nov-23
FIBA Basketball World Cup 2027 European & Central American Pre-Qualifiers	12-Feb-24	28-Feb-24
FIBA Regional Championships 2025 Qualifiers Window 1	12-Feb-24	28-Feb-24
FIBA European Championship for Small Countries	28-May-24	01-Jul-24
FIBA Olympic Qualifying Tournaments	18-Jun-24	08-Jul-24
Paris 2024 Olympic Games	29-Jun-24	11-Aug-24
FIBA Basketball World Cup 2027 South American & Caribbean Pre-Qualifiers	01-Jul-24	15-Jul-24

Men's Teams (Youth) – Worldwide

<u>Event:</u>	<u>From:</u>	<u>To:</u>
South American U17 Championship	26-Oct-23	21-Nov-23
FIBA U18 Americas Championship	13-May-24	10-Jun-24
FIBA U17 Basketball World Cup	01-Jun-24	08-Jul-24
FIBA U20 European Championship DIV B	16-Jun-24	17-Jul-24
FIBA U16 European Championship DIV C	16-Jun-24	15-Jul-24
FIBA U20 European Championship	17-Jun-24	17-Jul-24
FIBA U18 European Championship DIV B	30-Jun-24	31-Jul-24
FIBA U18 European Championship	01-Jul-24	31-Jul-24
FIBA U18 European Championship DIV C	08-Jul-24	07-Aug-24
FIBA U16 European Championship	19-Jul-24	18-Aug-24
FIBA U18 African Championship	26-Jul-24	26-Aug-24
Centrobasket U17 2023 Qualifiers	29-Jul-24	13-Aug-24
FIBA U18 Asian Championship	TBC	TBC
FIBA U16 European Championship DIV B	TBC	TBC

Women's Teams – Worldwide

<u>Event</u>	<u>From:</u>	<u>To:</u>
FIBA Women's International Window	29-Oct-23	14-Nov-23
FIBA Women's Olympic Pre- Qualifying Tournament Americas	02-Nov-23	13-Nov-23
FIBA Women's OQTs	25-Jan-24	12-Feb-24
FIBA Women's European championship for small Countries	28-May-24	01-Jul-24
Paris 2024 Olympic Games	30-Jun-24	12-Aug-24
South American Women's Championship	22-Jul-24	26-Aug-24
CBC Women's Championship	22-Jul-24	26-Aug-24
FIBA Women's Afrobasket Qualifiers	25-Jul-24	01-Sep-24
FIBA Women's World Cup 2026 Pre-qualifying Tournaments	08-Aug-24	26-Aug-24

Women's Teams (Youth) – Worldwide

<u>Event:</u>	<u>From:</u>	<u>To:</u>
South American U17 Women's Championship	05-Nov-23	03-Dec-23
FIBA U18 Women's Americas Championship	27-May-24	24-Jun-24
FIBA U18 Women's European Championship DIV B	09-Jun-24	10-Jul-24
FIBA U18 Women's European Championship	10-Jun-24	10-Jul-24
FIBA U17 Women's Basketball World Cup	15-Jun-24	22-Jul-24
FIBA U16 Women's European Championship DIV C	16-Jun-24	15-Jul-24
FIBA U20 Women's European Championship DIV B	07-Jul-24	07-Aug-24
FIBA U20 Women's European Championship	08-Jul-24	07-Aug-24
FIBA U18 Women's European Championship DIV C	11-Jul-24	07-Aug-24
FIBA U18 Women's African Championship	12-Jul-24	12-Aug-24
FIBA U16 Women's European Championship	26-Jul-24	25-Aug-24
Centrobasket U17 Women's 2023 Qualifiers	29-Jul-24	13-Aug-24
FIBA U18 Women's Asian Championship	TBC	TBC
FIBA U16 Women's European Championship DIV B	TBC	TBC

3x3 Senior and U23 events – Worldwide

<u>Event:</u>	<u>From:</u>	<u>To:</u>
FIBA 3x3 Asia Cup 2024	25-Mar-24	31-Mar-24
FIBA 3x3 Europe Cup Qualifier 2024 (DEN)	6-Jun-24	8-Jun-24
FIBA 3x3 Europe Cup Qualifier 2024 (KOS)	7-Jun-24	9-Jun-24
FIBA 3x3 Europe Cup Qualifier 2024 (SVK)	14-Jun-24	16-Jun-24
Olympics Paris 2024	29-Jul-24	05-Aug-24
FIBA 3x3 Europe Cup 2024	21-Aug-24	25-Aug-24
FIBA 3x3 U23 World Cup 2024	10-Sep-24	15-Sep-24

IWBF events – Worldwide

<u>Event:</u>	<u>From:</u>	<u>To:</u>

Insured Persons:

Basketball players (Male / Female), excluding the National Basketball Association (NBA) players but including the NBA G League players, only whilst on Active International Duty, as fully detailed in the Schedule of Players processed through FIBA's Personal Accident Insurance Scheme (website: <https://map.fiba.com>).

The Insurance only covers players who have been declared to FIBA in the list of the National Federation Schedule.

Occupation:

- 1) Professional Basketball players
- 2) Wheelchair Basketball players
- 3) Free Agents (player without a signed contract during the active window)
- 4) Young Basketball players (Non-Professional/Amateurs)
- 5) 3x3 Senior and U23 players

Limit of Liability:

A) Temporary Total Disability:

A Daily Indemnity for a Maximum Compensation Period of 365 days less the Excess Period but not exceeding EUR 2,000,000 in all Any One Person.

Excess Period: Temporary Total Disability

The insurance does not pay a benefit for the first 21 days, calculated from the day after the date of Bodily Injury occurs.

In respect of the NBA 'free agents': Should an injury occur to an NBA 'free agent' covered under this policy, the excess period will start from the date after the bodily injury, until the 1st game of the following NBA regular

Season. However, should such injury occur while on Active International Duty during the period of the NBA regular Season, then 21 days' excess will apply.

B) Surgical Medical Expenses:

In respect of professional Basketball players, Wheelchair basketball players and Free agents:

EUR 40,000 Any One Claim, Any One Person
(With a sub-limit of EUR 10,000 in respect of rehabilitation costs)

In respect of Young Basketball players, Senior and U23 3x3 players:

EUR 10,000 Any One Claim, Any One Person
(With a sub-limit of EUR 3,000 in respect of rehabilitation costs)

Deductible: Surgical Medical Expenses Any One Person.

The insurance does not pay the first EUR 1,000 of each & every claim.

Emergency Assistance Medical Expenses & Travel Expenses:

EUR 10,000 Any One Claim, Any One Person

C) Heart Attack and Stokes

In respect of all Basketball players registered with FIBA while on Active Duty

EUR 250,000 Any One Claim, Any One Person

Causing Permanent Total Disablement from their usual occupation

Excluding Death from Heart Attack and Stokes

Aggregate Limit Any One Person:

EUR 2,000,000

Aggregate Limit Any One Team:

EUR 5,000,000

Annual Aggregate Limit:

EUR 15,000,000

Benefits:

Temporary Total Disability

Temporary Total Disability benefit is payable if the Insured Person sustains a **Bodily Injury** caused by an **Accident** whilst on **Active International Duty**, that prevents them from temporarily carrying out their **Occupation** for a period of up to 365 days less the Excess Period.

Total Disability is to commence within six (6) days of the date of such Accident. No Temporary Total Disablement benefit shall be payable during the official off- season period(s)* when the Insured Person would not have received a salary from a basketball club, league or federation under their employment contract.

Maximum benefits in respect of:

Rupture of the Achilles tendon: the daily indemnity will be calculated on 100% of the registered sum insured, up to a maximum payable amount of EUR 1,000,000

Rupture of the patellar tendon: the daily indemnity will be calculated on 100% of the registered sum insured, up to a maximum payable amount of EUR 1,000,000

Definitions:

“Accident” means when the insured person at an identified time and place during the active window suffers a bodily injury due to a sudden external and unexpected force acting on his body. An accident can also be a specific act of exertion and/or movement.

The term **Accident** also applies to: Heart attacks and Strokes, stress fractures, asphyxia caused by the unintentional inhalation of gasses or vapours; poisoning; intoxications and/or lesions caused by the unintentional ingestion of a substance; bites; stings and burns caused by animals or plants; infections resulting from accidents covered by the Policy benefits; drowning; injuries caused by strains; the physical consequences of surgery and of any other therapy that is required following an accident; the consequences of external temperature and of weather agents, including lightning; electrical shocks and the sudden contact with corrosives; accidents occurred during a sudden state of indisposition or unconsciousness; accidents resulting from incompetence, imprudence, negligence or even gross negligence of the Insured Person; accidents caused by tumults, vandalism, terrorism attacks other than Nuclear, Chemical and Biological Terrorism attacks, or other violent acts arising from political, social and labour motives, as long as the Insured Person has not played an active role therein.

“Bodily Injury” means a specific physical injury caused by an Accident. An injury is a Bodily Injury only if it is the direct consequence of an Accident and is not directly or indirectly caused by, contributed to by and/or aggravated by any pre-existing condition, as per definition provided on this document.

“Temporary Total Disability” means the player’s complete and total physical inability to participate in his/ her occupation as a result of an accident. With regards to the young players, senior and U23 3x3 players, the Temporary Total Disability will allow the National Member Federations to file a claim only in respect of the reimbursement of the surgical medical expenses, according to the limits of liability indicated above.

Should the Temporary Total Disability period drastically differ from the average recovery period generally acknowledged from the medical doctrine, then the appointed Legal Medical Examiner might request the injured person to provide additional and specific medical documents in order to accept the exceeding part of the Temporary Total Disability period.

“Sum Insured” means,

In respect of the professional Basketball players: the annual gross salary (intended as basic contract) which the player is entitled to earn during his/her period of Temporary Total Disability, for a maximum period of 365 days. Should the contract in place during the Temporary Total Disability period provide a modification of the player’s salary, provided the same had been signed by the player prior to the occurrence of an eligible injury, then the calculation of the daily indemnity will be adjusted accordingly

In respect of College players: the amount of the annual scholarship

In respect of the Free agents: the former annual NET salary, subject to the maximum limits indicated below:

Up to 29 YOA:	EUR 1,500,000
30 – 33 YOA:	EUR 1,000,000
34 Upwards:	EUR 250,000

Age: the player’s age will be considered at the point of the registration on MAP, according to GMT+1 time-zone.

Any former annual net salary in respect of the Free Agents must be communicated to FIBA’s insurance Office and specifically approved by the Insurers.

Should a Free Agent player have pre-contract signed by both sides (player and club) in place at the time of the active window, its amount can be registered on FIBA MAP.

“Daily Indemnity” For each Insured Person, the Daily Indemnity is calculated by dividing the value of his/her Employment Contract (basic salary) as stated in the Employment Contract signed with the Professional Basketball Team on behalf of which he/she carries out his/her professional sporting activity by the duration in days of the Insured Person’s Employment contract.

The Daily Indemnity is payable from the day after the date of the bodily injury for a maximum of 365 days less any Excess Period.

No benefit shall be payable during the parts of the **off-season** period(s) that the Insured Person would not have received a salary from a Professional Basketball Team, League or National Basketball Federation under their Employment Contract or, for Free Agents, their last Employment Contract.

For the purpose of this definition: - the **“Employment Contract”** is the basic contract signed by the Insured Person with the Professional Basketball Club or League on behalf of which he/she carries out his/her professional sporting activity. The **“basic contract”** covered under this policy must be net of any variable rewards (e.g. - achievement bonuses), bonuses in general, benefits in kind (e.g., car, housing, image rights) none of which will not be counted for the calculation of the daily indemnity.

The Employment Contract must be communicated to the Insurers by the National Basketball Federation via FIBA MAP. For Insured Persons without an Employment Contract (Free agents) or with a Contract with the National Basketball Federation in force during the Period of Insurance the Daily Indemnity will be calculated based on their latest basketball salary earned, as per sum insured definition at page 5.

For Insured Persons participating to any University or other Academic Championship the Daily Indemnity is equivalent to 1/300th of the Employment scholarship. In respect of the TTD compensation, eligible claims shall be payable to college players in case of ascertained economic loss, meaning their scholarship being cancelled or suspended due to an injury occurred during any active window. The reimbursement of surgical medical expenses for eligible claims remains valid anyhow.

“Occupation” means a basketball player, including the young players, playing for any kind of financial reward during the **“Regular Season”**. This includes students who are amateur basketball players in receipt of a sports scholarship and professional players who at the time of Active International Duty are Free Agents that are able to sign an employment contract with a professional basketball club during the current **“Regular Season”**.

“Young Player” means a basketball player playing without any kind of financial reward during the **“Regular Season”**, representing his/ her National Team, starting from U16 category, upwards.

A **“Pre-existing Condition”** is defined as a physical impairment, defect, degenerative process or infirmity existing or diagnosed within the last 18 months prior to each Active International Duty and only if it has been diagnosed by a Health Care Practitioner prior to the current period of Active International Duty or in the event that it has not been so diagnosed then, in the reasonable opinion of a Health Care Practitioner the Insured Person could reasonably have been expected to be aware of its existence prior to the current period of Active International Duty, that has led to 5 or more consecutive games or 21 days during the Regular Season being missed (whichever spans the greater period of time).

“Permanent Total Disablement” means disablement certified by the Qualified Medical Practitioner that entirely and permanently prevents the Insured from fulfilling their usual Occupation lasting twelve (12) calendar months and at the end of that period being beyond hope of improvement.

“Recurrent Disability” If the Insured Person suffers a recurrence of Temporary Total Disability which has previously satisfied the Excess Period stated in the Schedule and qualified for benefit under this Policy within the period as stated in the Schedule as a result of the same Accidental Bodily Injury, such recurrence, if suffered and detected within maximum 45 days from the date of the presumed recovery, will be deemed part of the prior disability and will not be subject to a new Excess Period.

Surgical Medical Expenses, Emergency Assistance Medical Expenses and Travel Expenses

This guarantee will only apply where no personal policy nor National healthcare insurance will operate.

If during the Period of Insurance whilst on Active International Duty the Insured Person sustains Bodily Injury caused by an Accident the Insurers will pay FIBA in respect of the consequential Surgical Medical Expenses, Emergency Assistance Medical Expenses and Travel Expenses as follows:

“**Surgical Medical Expenses**” means essential medical fees, surgical fees, diagnostic or remedial treatment fees, specialist’s fees, and hospital costs incurred in relation to a necessary Surgical Operation.

“**Surgical Operation**” means a medical procedure involving an incision with instruments performed to repair damage in a living body.

Emergency Medical Assistance and Travel Expenses

If whilst on Active International Duty during the Period of Insurance, the Insured Person sustains Bodily Injury the Insurers will indemnify FIBA in respect of the consequential Medical Expenses and Travel Expenses described below necessarily incurred outside the Insured Person’s country of residence up to but not exceeding the maximum indemnity.

1. Transfer to a suitably equipped hospital and return

Should the Insured Person – following an Accident – suffer a pathology that is deemed to be non-treatable in the hospital of the town where the accident has occurred, because of objective characteristics assessed and evaluated by the doctors of the Assistance Provider based on the study of the case history and in accordance with the doctor of the Insured Person, the Assistance Provider shall:

- a Locate and reserve the nearest available hospital deemed to be best equipped to treat the Insured Person;
- b Organise transportation of the Insured Person by one or a combination of the following options:
 - Air-ambulance limited to transfer between Countries;
 - Airline in business class or suitable transportation, if necessary with a stretcher;
 - Train in first class, if necessary in a sleeping car;
 - Ambulance, with no distance limitations.
- c Assist the Insured Person during his/her transportation by providing medical or para-medical support, if deemed necessary by the doctors of the Assistance Provider.

When the Insured Person is discharged from the hospital, the Assistance Provider shall organise his/her return with the means of transportation that the Doctors of the Assistance Provider deem most adequate to the conditions of the Insured Person.

The Insurers shall bear the relevant costs up to EUR 10,000 (ten thousand Euros) for each claim including medical and nursing assistance. No assistance service or benefit provided under this section shall be provided for Bodily Injuries that – according to the doctors and the medical staff – may be treated at the hospital of the town of residence of the Insured Person when they are scheduled to return there after the FIBA event, or for rehabilitation therapies.

2. Return of mortal remains

In the event of the death of the Insured Person following an Accident, the Assistance Provider shall organise and carry out the transportation of the mortal remains up to the town of residence of the Insured Person, and the Insurers shall bear the relevant expenses up to EUR 10,000 (ten thousand Euros) for each claim. Should the service cost more than the amount above, the service shall be provided only when the Assistance Provider receives the necessary bank guarantee or other guarantee that is deemed to be adequate.

Expenses regarding the funeral and the recovery and identification of the corpse – if necessary – are not covered.

This benefit is limited to all circumstances or claims occurred at a distance greater than 50km from the town of residence of the Insured Person.

3. Travelling of a relative

Should the Insured Person need to be hospitalised for more than 10 days following an accident occurring while Travelling, the Assistance Provider shall provide a relative of the Insured Person living in the town where the Insured Person has his/her residence with an airplane

(economy class) or train (first class) return ticket and the Insurers shall bear the relevant expenses. The Insurers shall also bear the accommodation expenses of the relative up to EUR 250.00 (two hundred and fifty Euros) in total.

This benefit is limited to circumstances or claims occurred at a distance greater than 50km from the town of residence of the Insured Person.

4. Maximum indemnity

The maximum indemnity in respect of all the benefits stated under **Emergency Medical Assistance and Travel Expenses** shall not exceed the amount of EUR 10,000 (ten thousand Euros) for any one claim by any one Insured Person.

What is not Covered:

1. "Pre-existing" injuries are not protected.
This means any injury, physical or psychological impairment, defect, infirmity, health conditions existing or diagnosed within the 18 months prior to each Active International Duty, that has leads to at least 5 or more consecutive games or 21 days (whichever the greater) being missed, and/or the player being deemed unfit at the start of the period of "Active International Duty".
2. FIBA will consider protecting a pre-existing injury if the player has been able to play in at least 15 consecutive games or collected a minimum of 300 playing minutes, whichever is greater, between their most recent recovery from the injury or condition and the start of the current period of 'active international duty. Conditions will only be covered if agreed by FIBA in writing in advance of the FIBA window.
3. Any type of Sickness, Illness or Disease.
4. Physical or psychological damages, health conditions which had been (or should have normally be) diagnosed before the period of Active International Duty.
5. Any type of non-traumatic Hernia
6. Accidents occurred while practising any other sport, which is not related to the activity of basketball.
7. The player's use of performance enhancing substances, including but not limited to anabolic steroids, corticosteroids regardless of whether or not prescribed by a qualified health care practitioner.
8. Accidents caused from the use of alcohol or drugs.

9. The Player's own criminal or felonious act, malicious action, suicide or attempted suicide.
10. Mental or psychic disorders, including neurotic behaviours.
11. A.I.D.S, H.I.V, malaria, anthrax, bird flu, swine flu, Covid-19.
12. Driving vehicles for which the player is not a licensed pursuant to the laws in force. (Automobile, Motorbikes, Airplane)
13. Events occurring when the player is under the effect of alcohol or narcotics & performance enhancing drugs as defined by the Law of England.
14. Accidents occurred during the use of automobile, motorbike or motorboats.
15. Piloting aircraft or using or piloting subaqueous vehicles.
16. Travelling as a passenger on an aircraft or helicopters other than those meant for public passenger transport.
17. Any dangerous sports activity. (E.g., Skiing, Parachuting, Mountain Climbing, Horse Riding, Boxing, Martial Arts).
18. War or any act of war, whether war is declared or not.
19. Nuclear, Chemical and Biological terrorism.
20. Strikes, revolutions, uprisings, riots, insurrections, sacks, terrorism & vandalism acts in which a player is taking part.
21. Earthquake, floods, volcanic eruption, and all other atmospheric events.
22. Transmutation of the nucleus of the atom, radiation, or exposure to ionising radiation.
23. The death or disappearance of a player howsoever caused.
24. Heart Attack or Stroke resulting in Death
25. This insurance will only respond when all rights of recovery under all insurance policies arranged by the Insured Person's Federation, covering any or all of the benefits provided by this insurance, have been exhausted.

FIBA shall not be deemed responsible for any damage caused by the intervention of the authorities of the country where the medical service is provided or by any other accidental and unpredictable event.



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