

No pain, no gain



CLYDE & CO

The Olympics have finally arrived and elite athletes from across the world have gathered in London. Given the profile of the event, athletes will push themselves through considerable pain to participate.

We have already seen Team GB struggling with injuries to triple jumper Phillips Idowu, runner Hannah England and javelin thrower Goldie Sayers. Published advice from top athletes is to run through the pain. We can be sure, then, a good number of athletes will be competing carrying injuries, both old and new. Some, such as Paula Radcliffe, may not recover.

It appears acknowledged top athletes have high pain thresholds, often ignoring the body's injury warning signals as they push their bodies to the absolute limits. Paradoxically, athletes should have a greater regard to their health than others, as the greatest risk to their professional life is a career-ending injury.

Such injuries are the traditional arena for sports insurers, which will protect against the financial outcome of an interrupted or prematurely shortened career on behalf of the individual or other parties with a financial interest such as a club, sponsor, agent or event organiser.

While sports insurance may be perceived to be at the "celebrity" end of the insurance market (and it certainly has such aspects), it is also a complex product that requires considerable skill to underwrite profitably; and handling sports claims demands specialised knowledge.

A crucial issue is whether insurers should become involved in treatment and rehabilitation. Absent those contemplating retirement, sports professionals are generally determined to triumph over injury.

The absence of a rehabilitation clause can lead to ambiguity as to what constitutes a return to form and what level of participation is

permitted during rehab. Clearly worded definitions for the athletes' "usual occupation" and what constitutes "participation" are also important.

A well-worded rehabilitation clause can allow an insurer to develop a close relationship with sports professionals, or those managing their care, leading to considerable benefits for insurers.

By creating a requirement for information sharing and pre-participation checks, insurers can exert some influence over a process that may determine whether or not a claim arises.

Indeed, some clauses will allow for medical underwriting before major competitions, which is unusual in policies that are otherwise written for the duration of the competing season or annually.

Such arrangements work best where there is flexibility on both sides. Aggressive rehabilitation and an early return to participation could potentially convert a temporary injury into a permanent one or lead to compensatory injuries.

However, where it is acknowledged by all the long-term goal is to return a sports professional to fitness rather than prematurely end their career, all interests are aligned in having the injury adequately tested across a period of time.

Clauses that "deem" recovery after a certain number of appearances, while useful in appropriate situations, may force a determination on future fitness too early and consideration should be given to how to apply them with regard to the need for full recovery. ■

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Phillips Idowu is one of the GB athletes who has struggled with injury

**AP Photo/
David J Phillip**